



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final Appleton Redevelopment Authority

Friday, February 16, 2018

10:00 AM

Council Chambers, 6th Floor

SPECIAL-RESCHEDULED FROM 2-14-18 AT 10:00 AM

1. Call meeting to order
2. Roll call of membership
3. Approval of minutes from previous meeting

[18-0159](#) ARA Minutes from 1-31-18

Attachments: [ARA Minutes 1-31-18.pdf](#)

4. Public Hearings/Apearances

5. Action Items

[18-0161](#) Resolution approving a cooperation agreement, authorizing a public hearing, and other related actions necessary for the sale and issuance of lease revenue bonds for the Fox Cities Exhibition Center

Attachments: [ARA 2018 FCEC-Autho Resolution re Coop Agreement-Hearing on Lease.pdf](#)
[Amended & Restated Cooperation Agreement 2018.pdf](#)
[First Amendment to AR Room Tax Commission&Tourism Zone Agremt 2018.pdf](#)
[Executed AR Room Tax Commission&Tourism Zone Agremt 11-24-15.pdf](#)
[Pledge and Security Agreement 2018.pdf](#)
[TIF District # 3 Original Project Plan 1993.pdf](#)
[TIF District #3 Amendment Project Plan and Resolutions.pdf](#)
[ARP #7.pdf](#)

[18-0180](#) The Appleton Redevelopment Authority may go into closed session according to State Statute §19.85(1)(e) for the purpose of deliberating or negotiating the purchasing and/or investing of public funds in certain real property located on the west side of the City of Appleton and then reconvene into open session

6. Information Items

7. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Any questions about items on this meeting are to be directed to Karen Harkness, Director, Community and Economic Development Department at 920-832-6468.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Appleton Redevelopment Authority

Wednesday, January 31, 2018

4:30 PM

Council Chambers, 6th Floor

SPECIAL

1. Call meeting to order

Meeting called to order at 4:30 p.m.

2. Roll call of membership

Present: 7 - Higgins, Van Dyke, Downs, Siebers, Fisher, Brokl and Woodford

Others present:

Aldersperson Greg Dannecker, District #6

Aldersperson Kathleen Plank, District #7

Aldersperson Christine Williams, District #10

Aldersperson Patti Coenen, District #11

Aldersperson Kyle Lobner, District #13

Mayor Tim Hanna

Tony Saucerman, Finance Director

John Mehan, Robert W. Baird and Company

Robert Riedl, Endowment Wealth Management

Duke Behnke, Post-Crescent

Jeff Jirschele, 3319 S. Scarlet Oak Lane

Dave Schowalter, Town Chairman, Town of Grand Chute

Ben LaFrombois, von Briesen & Roper

Andy Rossmeisel, Herrling Clark

3. Approval of minutes from previous meeting

[18-0141](#)

ARA Minutes from 1-10-18

Attachments: [ARA Minutes 1-10-18.pdf](#)

Fisher moved, seconded by Van Dyke, that the Minutes be approved. Roll Call.

Motion carried by the following vote:

Aye: 7 - Higgins, Van Dyke, Downs, Siebers, Fisher, Brokl and Woodford

4. Public Hearings/Appealances

[18-0144](#)

John Mehan with Robert W. Baird and Company, on a potential funding option for the Fox Cities Exhibition Center

Attachments: [Baird Presentation 1-31-18.pdf](#)

This Appearance was presented.

5. Action Items

[18-0145](#)

Resolution rescinding prior action regarding financing for the Fox Cities Exhibition Center

Attachments: [ARA 2018 FCEC-Resolution Rescinding Prior Action.pdf](#)
[Resolution 17-1067 ARA as Conduit Issuer FCEC Construction.pdf](#)

Siebers moved, seconded by Woodford, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 7 - Higgins, Van Dyke, Downs, Siebers, Fisher, Brokl and Woodford

[18-0142](#)

Resolution approving a proposal for the issuance of bonds to finance the Fox Cities Exhibition Center

Attachments: [ARA 2018 FCEC-Resolution Approving Proposal for Bond Issuance.pdf](#)
[Baird FCEC Presentation 1-8-18.pdf](#)
[Room Tax Collections.pdf](#)
[FCEC Financing Comparison Memo 011518.pdf](#)
[FRED Graph.pdf](#)
[Private Placement Bonds.pdf](#)
[Summary Sheet 10.26.17.pdf](#)

Fisher moved to amend the motion to include all 10 municipalities, not only the City of Appleton, as "obligors" for security of the bonds. Brokl seconded the amendment. Motion to approve the amendment failed by the following vote: Aye: 2 - Fisher and Brokl, Nay: 5: Higgins, Van Dyke, Downs, Siebers and Woodford

Siebers moved, seconded by Woodford, that the Report Action Item be approved. Roll Call. Motion carried by the following vote:

Aye: 5 - Higgins, Van Dyke, Downs, Siebers and Woodford

Nay: 2 - Fisher and Brokl

6. Information Items

7. Adjournment

Siebers moved, seconded by Van Dyke, that the meeting be adjourned at 5:30 p.m. Roll Call. Motion carried by the following vote:

Aye: 7 - Higgins, Van Dyke, Downs, Siebers, Fisher, Brokl and Woodford

**REDEVELOPMENT AUTHORITY
OF THE
CITY OF APPLETON, WISCONSIN**

February 16, 2018

Resolution No. _____

**RESOLUTION APPROVING A COOPERATION AGREEMENT,
AUTHORIZING A PUBLIC HEARING, AND OTHER RELATED ACTIONS
NECESSARY FOR THE SALE AND ISSUANCE OF
LEASE REVENUE BONDS FOR THE FOX CITIES EXHIBITION CENTER**

WHEREAS, the Redevelopment Authority of the City of Appleton, Wisconsin (the **“Authority”**) is a redevelopment authority organized by the City of Appleton, Wisconsin (the **“City”**), under Section 66.1333 of the Wisconsin Statutes (the **“Redevelopment Act”**) and is authorized by the Redevelopment Act:

- (a) to acquire property necessary or incidental to an urban renewal program and to lease, sell, or otherwise transfer such property to a public body for use in accordance with a redevelopment plan;
- (b) to enter into contracts determined to be necessary to effectuate the purposes of the Redevelopment Act;
- (c) to issue revenue bonds to finance its activities; and
- (d) to issue refunding bonds for the payment or retirement of such bonds; and

WHEREAS, the City has established Tax Incremental District #3 City of Appleton (**“TID 3”**) and has adopted a Project Plan for TID 3 (the **“TID 3 Project Plan”**) pursuant to which the City operates to stimulate development and reduce blight in the area described in the TID 3 Project Plan; and

WHEREAS, pursuant to the Redevelopment Act, the Authority established Appleton Redevelopment Project Area No. 7 in the City (the **“Redevelopment Area”**) and adopted the Appleton Redevelopment Project No. 7 – Redevelopment Plan (the **“Redevelopment Plan”**) with respect to the Redevelopment Area, which was determined by the Authority to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act; and

WHEREAS, the blighted area described in the TID 3 Project Plan includes the blighted area described in the Redevelopment Plan; and

WHEREAS, pursuant to an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the **“Original Agreement”**), entered into by and among the Authority, the

Fox Cities Room Tax Commission, the City, certain other municipalities in the Fox Cities area, and the Fox Cities Performing Arts Center, Inc., certain assumptions and agreements were made, including that the Authority would issue bonds to finance the construction of the Fox Cities Exhibition Center (the “**Exhibition Center**”); and

WHEREAS, subsequent to the date of the Original Agreement, certain facts and assumptions contemplated therein have changed, including that the bonds have not yet been issued and the City has completed the construction of the Exhibition Center in the Redevelopment Area with its own funds; and

WHEREAS, the Authority desires to enter into an Amended and Restated Cooperation Agreement for the Exhibition Center (the “**Cooperation Agreement**”) to amend and restate in its entirety the Original Agreement as a result of certain changes in facts and assumptions that have occurred subsequent to the execution of the Original Agreement, in anticipation of issuing its revenue bonds; accepting contributions from the City of, or otherwise acquiring, certain property; leasing certain property to the City; assigning and mortgaging the lease, the rents under the lease, and related property to the trustee for the bonds; and selling the leased property and related property to the City following the retirement of the bonds; and

WHEREAS, the Authority plans to enter into a lease with the City (the “**Lease**”), pursuant to which it would lease the Exhibition Center to the City for use in accordance with the Cooperation Agreement; and

WHEREAS, a draft of the proposed Lease is on file with the Authority; and

WHEREAS, pursuant to the Redevelopment Act, before the Authority sells or leases any real property in the Redevelopment Area, the Authority is required to hold a public hearing, and prepare a report as to the terms, conditions, and other material provisions of the proposed sale or lease, for submission to the Common Council of the City; and

WHEREAS, pursuant to the Redevelopment Act, before the Authority modifies the Redevelopment Plan, the Authority is required to hold a public hearing regarding the proposed modification;

NOW, THEREFORE, be it resolved by the Commissioners of the Authority as follows:

Section 1. Approval of Cooperation Agreement.

The terms and provisions of the Cooperation Agreement are hereby approved. The Executive Director of the Authority is hereby authorized and directed to execute and deliver the Cooperation Agreement in substantially the form thereof presented herewith, or with such insertions therein or corrections thereto as shall be approved by the Executive Director consistent with this resolution, the execution thereof to constitute conclusive evidence of the Executive Director’s approval of any such insertions and corrections.

Section 2. Authorization of Public Hearing.

The Authority hereby directs that a public hearing be held, predicated upon the proposed Lease and the provisions thereof, and the related proposed modifications of the Redevelopment Plan in furtherance of the TID 3 Project Plan. The hearing shall be held on the date determined by the Executive Director of the Authority, following publication in the official newspaper of the City of a class 2 notice in substantially the form attached hereto as Exhibit A, and mailing of the notice at least 10 days prior to the date of the public hearing to the owners of real properties in or adjacent to the Redevelopment Area.

Section 3. Preparation of Report on Lease.

The Authority hereby authorizes the Executive Director to prepare the report on the Lease and related transfers in substantially the form attached hereto as Exhibit B, with such changes as the Executive Director deems necessary or appropriate, and to submit the report to the Common Council of the City for approval.

Section 4. Effective Date; Conformity.

This Resolution shall be effective immediately upon its passage. To the extent that any prior resolutions of this 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: February 16, 2018

Executive Director

**NOTICE OF PUBLIC HEARING
OF THE
REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN**

Notice is hereby given, pursuant to Sections 66.1333(9)(b) and 66.1333(11)(a) of the Wisconsin Statutes, that the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”) will hold a public hearing at or shortly after ____ p.m. on [Wednesday, March 7], 2018, at City Hall, Room ___, 100 North Appleton Street, Appleton, Wisconsin. The public hearing relates to the proposed Lease to be entered into between the Authority and the City of Appleton, Wisconsin (the “**City**”) with respect to the lease of the Fox Cities Exhibition Center, from the Authority to the City, and related modifications of the Appleton Redevelopment Project No. 7 – Redevelopment Plan (the “**Plan**”) in furtherance of the City’s Project Plan for Tax Incremental District #3.

A proposed form of the lease and a summary of the proposed modifications of the Plan are on file with the Authority. The public hearing will be conducted in a manner that provides a reasonable opportunity to be heard for persons with differing views on the proposed lease and the provisions thereof. Any person desiring to be heard on these matters is requested to attend the public hearing or send a representative. Written comments may be presented at the hearing if submitted in advance to the Executive Director of the Authority at karen.harkness@appleton.org. Comments at the public hearing are for the consideration of the Commissioners of the Authority but do not bind any legal action to be taken by them.

/s/ Karen Harkness

Executive Director

Publication Dates: [February 21, 2018
February 28, 2018]

EXHIBIT B

REPORT OF PROPOSED TRANSFERS OF REAL PROPERTY BY THE REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN

This Report of Proposed Transfers of Real Property (this “**Report**”) is issued pursuant to Section 66.1333(9)(a)1. of the Wisconsin Statutes, as amended. The Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), proposes the following transfers of real property located in the Appleton Redevelopment Project Area No. 7 (the “**Redevelopment Area**”) as described in the Appleton Redevelopment Project No. 7 – Redevelopment Plan (the “**Redevelopment Plan**”):

1. The City of Appleton, Wisconsin (the “**City**”) intends to donate to the Authority, and the Authority intends to acquire, certain real property and improvements with respect to the Fox Cities Exhibition Center. In connection therewith, the Authority also proposes to lease such property and improvements to the City pursuant to a lease (the “**Lease**”) between the Authority and the City. The rents due under the Lease shall be sufficient to enable the Authority to pay when due the principal of, and interest (and premium, if any) on, bonds to be issued by the Authority from time to time to finance or refinance the Fox Cities Exhibition Center located in the Redevelopment Area (the “**Bonds**”).

The Lease shall terminate on the final payment or earlier defeasance of all of the Bonds, or if the City terminates the Lease following a Material Disturbance of its Quiet Enjoyment of the Leasehold Property (each as defined in the Lease). The City is not obligated to pay rents under the Lease following a termination thereof.

The Lease provides the City with an option to purchase the leased property for \$100 following retirement of all of the Bonds, except that the City may not exercise that option if it terminates the Lease following a Material Disturbance.

Reference is made to the Lease for the complete terms and provisions thereof.

2. The Authority also proposes to assign the Lease and the rents under the Lease, and to mortgage the related property, to the trustee for the Bonds as security for the payment of the Bonds.

This Report is dated as of February ___, 2018.

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN

By _____
Its Executive Director

CERTIFICATIONS BY EXECUTIVE DIRECTOR

I, Karen Harkness, hereby certify that I am the duly qualified and acting Executive Director of the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), and as such I have in my possession, or have access to, the complete corporate records of the Authority and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

RESOLUTION APPROVING A COOPERATION AGREEMENT, AUTHORIZING A PUBLIC HEARING, AND OTHER RELATED ACTIONS NECESSARY FOR THE SALE AND ISSUANCE OF LEASE REVENUE BONDS FOR THE FOX CITIES EXHIBITION CENTER

I do hereby further certify as follows:

1. **Meeting Date.** On February 16, 2018, a meeting of the Governing Body was held commencing at ____ p.m.
2. **Posting.** On February ____, 2018 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Authority’s offices in Appleton, Wisconsin a notice setting forth the time, date, place, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On February ____, 2018 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Authority.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then approved the Resolution and declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Authority hereto, if any, on February ____, 2018.

Executive Director

[SEAL]

**AMENDED AND RESTATED
COOPERATION AGREEMENT
FOR THE
FOX CITIES EXHIBITION CENTER**

Dated as of [April 1], 2018

Amending and Restating in its entirety
the Exhibition Center Cooperation Agreement,
dated as of November 24, 2015

by and among

THE MUNICIPALITIES NAMED HEREIN

the

REDEVELOPMENT AUTHORITY OF THE
CITY OF APPLETON, WISCONSIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

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**AMENDED AND RESTATED
COOPERATION AGREEMENT
FOR THE
FOX CITIES EXHIBITION CENTER**

This AMENDED AND RESTATED COOPERATION AGREEMENT (this “**Agreement**”), is made as of [April 1], 2018, by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), 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 TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), the REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN, a Wisconsin body corporate and politic (the “**ARA**”), and the FOX CITIES AREA ROOM TAX COMMISSION, a Wisconsin intergovernmental commission (the “**Room Tax Commission**”), to amend and restate in its entirety the Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Agreement**”), entered into by and among the above parties and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”), as a result of certain changes in facts and assumptions that have occurred subsequent to the execution of the Original Agreement.

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 ARA 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 5.02, becomes a party to this Agreement.

“**Bonds**” means, collectively, the Series 2018 Bonds and any Additional Bonds issued by the ARA 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 [April 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.

“Exhibition Center” means the Fox Cities Exhibition Center, a convention center as referenced in the Room Tax Act, more specifically described in Exhibit A hereto and situated on the Exhibition Center Property.

“Exhibition Center Property” means [the real property legally described in Exhibit B hereto.]

“Exhibition Center Room Tax” means the 3% Room Tax levied by each Municipality pursuant to the Room Tax Act and the Commission Agreement for purposes of paying, directly or indirectly, [the costs of construction of the Exhibition Center 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, debt service reserve and room tax stabilization funds, and capitalized interest, if any].

“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 titled [“Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project”] adopted by the Governing Bodies of: (a) Appleton on _____, 2018, (b) Grand Chute on _____, 2018 (c) Kaukauna on _____, 2018, (d) Kimberly on _____, 2018, (e) Little Chute on _____, 2018, (f) City of Menasha on _____, 2018, (g) Town of Menasha on _____, 2018, (h) City of Neenah on _____, 2018, (i) Town of Neenah on _____, 2018, and (j) Sherwood on _____, 2018, (iii) the resolution of the Room Tax Commission adopted on _____, 2018 relating to the Exhibition Center, and (iv) the resolution[s] of the ARA adopted on [February 16, 2018 and March 7, 2018, each] relating to the Exhibition Center.

“Indenture” means the Indenture of Trust, dated as of [April 1], 2018, by and between the ARA 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 ARA and Appleton 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 Management Agreement dated November 18, 2015 entered into by Appleton Holdings, LLC, as owner and operator of the Paper Valley Hotel, and [_____], a single purpose entity owned by Appleton Holdings, LLC, as amended from time to time.

“Mortgages” means, collectively, any and all mortgages and assignments of leases, security agreements or other agreements or instruments entered into by the ARA and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on the Exhibition Center Property and all improvements located thereon, including the Exhibition Center [, 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, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, Sherwood, and any Additional Municipality.

“Operators” means any hotelkeepers, motel operators, and other persons that furnish accommodations that are available to the public and are obligated to collect the Room Tax.

“Ordinances” means the room tax ordinances adopted in November, 2015 by each Municipality’s Governing Body pursuant to the Room Tax Act, which levied a 10% Room Tax, including the Exhibition Center Room Tax.

“Pledge and Security Agreement” means the Pledge and Security Agreement, dated as of [April 1], 2018, by and among the Municipalities, the Room Tax Commission, and the Trustee, incorporating the pledge of Exhibition Center Room Taxes to the payment, directly or indirectly, of debt service on the Bonds and related purposes, as amended from time to time pursuant to the terms thereof.

“Redevelopment Act” means Section 66.1333 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 ARA’s Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project), dated their date of initial delivery, issued in the aggregate principal amount of \$_____ pursuant to the Indenture.

“Tourism Entity Agreement” means Tourism Entity Agreement, dated as of December 31, 2015, between the CVB and the Room Tax Commission, as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018, and as further amended from time to time.

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

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

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

The execution, delivery and performance of this Agreement by the Municipalities, the Room Tax Commission, and the ARA 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 ARA 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 Exhibition Center.

The Municipalities, the Room Tax Commission and the ARA have found and determined:

(a) that (i) each Municipality is located in a county or counties with a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; and (iii) the Municipalities have worked cooperatively together to construct and finance the Exhibition Center, as contemplated by subsection (1m)(am)(3) of the Room Tax Act; and

(b) that the control, disposition, and use of the Exhibition Center is crucial to the achievement of a sound and coordinated development of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Exhibition Center.

Since the date of the Original Agreement, the Exhibition Center project has been undertaken and completed by Appleton on behalf of the Municipalities, the Room Tax

Commission, and the ARA. Appleton has acquired the Exhibition Center Property within the Tourism Zone and has completed the construction of the Exhibition Center as described in Exhibit A hereto. The Exhibition Center project involved the construction, installation, and improvement of real property within the Tourism Zone, which improvements and interrelated facilities constitute a “convention center” within the meaning of the Room Tax Act.

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 Exhibition Center Room Tax, as permitted in the Room Tax Act. The Exhibition Center Room Tax revenues, as pledged and utilized pursuant to this Agreement and the Pledge and Security Agreement, will assist in the financing of the Exhibition Center.

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 certain of the Room Taxes on behalf of the Room Tax Commission.

Section 2.07 Management Agreement.

Appleton has entered into the Management Agreement, providing for the operation and management of the Exhibition Center in such a manner as to promote and develop tourism within the Tourism Zone.

Section 2.08 Termination of PAC Cooperation Agreement.

The Cooperation Agreement dated June 1, 2000 (the “**PAC Cooperation Agreement**”), in which the Municipalities (excluding the City of Menasha and Sherwood, but including Fox Crossing, into which the Town of Menasha was incorporated, and Little Chute, which was added as a party after the initial execution) agreed to impose a Room Tax at the rate of two percent (2%) (the “**PAC Room Tax**”) and pledged certain revenues thereof to the payment of bonds (the “**PAC Bonds**”) which were issued to pay the costs associated with the construction of the Fox Cities Performing Arts Center has been terminated, and the PAC Bonds have been paid in full. The continued imposition and collection of the PAC Room Tax was authorized by the Ordinances.

ARTICLE III

FINANCING OF THE EXHIBITION CENTER PROJECT

Section 3.01 Contribution of Exhibition Center Property to ARA.

Acting pursuant to Section[s 6(f) and] 13 of the Redevelopment Act, to provide general support and assistance to the ARA in carrying out redevelopment as provided in the Redevelopment Act, Appleton shall contribute to the ARA, all Appleton’s right, title, and

interest in and to the Exhibition Center and the Exhibition Center Property. Appleton shall execute and deliver to the ARA such deeds, bills of sale, and other instruments as the ARA may reasonably request to evidence and perfect such contribution from Appleton.

Section 3.02 Acceptance of Appleton Contribution.

The ARA agrees to accept ownership of the Exhibition Center and the Exhibition Center Property from Appleton pursuant to Section 3.01 hereof. The ARA shall accept said ownership at any time as deemed appropriate by Appleton and the ARA.

Section 3.03 Total Costs of Construction; Reimbursement to Appleton.

The amounts spent by Appleton on the costs of the Exhibition Center project are set forth in Exhibit A. The Municipalities hereby agree that the following amounts shall be paid to Appleton to reimburse it for such project costs:

- (a) net proceeds of the Series 2018 Bonds, after payment of costs of issuance and funding of debt service reserve and stabilization funds as provided in the Indenture;
- (b) all Exhibition Center Room Taxes collected from January 1, 2016 through [_____] [the date of issuance of the Series 2018 Bonds], which are held by the CVB in the [Room Tax Clearing Account] pursuant to the Tourism Entity Agreement,
- (c) \$750,000 of funds held by the trustee for the PAC Bonds and remaining after payment of the PAC Bonds.

The Municipalities acknowledge that the application of the funds described in (b) and (c) above will reduce the principal amount of the Series 2018 Bonds necessary to finance the Exhibition Center project. The Room Tax Commission shall direct the CVB to apply the funds described in (b) above to such reimbursement, and the ARA shall direct the trustee for the PAC Bonds to apply the funds described in (c) above to such reimbursement.

Section 3.04 Issuance of Bonds.

- (a) The ARA shall issue and sell the Series 2018 Bonds upon terms acceptable to Appleton. Appleton's acceptance shall be conclusively evidenced by its execution of the Lease as provided in Section 3.05.
- (b) The ARA may, from time to time, issue and sell Additional Bonds upon terms acceptable to Appleton. Appleton'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 ARA and shall not constitute a debt or obligation of the ARA, Appleton, or the other Municipalities and shall not be a charge against the general credit or taxing powers of the ARA or any Municipality except for and limited to the Exhibition Center Room Tax revenues pursuant to the Pledge and Security Agreement. Each series of Additional Bonds shall be payable by the ARA

solely from revenues derived by the ARA from the Lease, the Pledge and Security Agreement, amounts recovered by recourse to any 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 Exhibition Center Property.

The ARA agrees to lease to Appleton the Exhibition Center and the Exhibition Center Property contributed to the ARA. The Lease shall contain restrictions on the use of the Exhibition Center Property consistent with the restrictions on the use of the Exhibition Center and the Exhibition Center Property as a “convention center” 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 Appleton to pay rents or other amounts due under the Lease shall be conditioned upon Appleton’s “quiet enjoyment” of the Exhibition Center Property. The ARA 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 Appleton under the Lease. The Lease will also grant to Appleton an option to purchase all of the ARA’s right, title, and interest in and to the Exhibition Center 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 Appleton for all Exhibition Center Room Taxes then on deposit with the Trustee and available for payment of debt service on the Bonds. The ARA and Appleton anticipate that the Exhibition Center Room Taxes will be sufficient to make all payments of debt service on the Bonds; *however*, in the event that such Exhibition Center Room Taxes are insufficient to make such payments, Appleton will agree, subject to the terms of the Lease, to fund such payments then due and payable under the Lease.

To the extent that Appleton is required to fund such payments under the Lease, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Exhibition Center 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 Room Tax Commission has received Exhibition Center Room Taxes in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

Section 3.06 Municipalities to Pledge the Exhibition Center 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 Exhibition Center Room Taxes, which pledge shall terminate upon payment in full of all outstanding Bonds.

Section 3.07 Mortgage of the Exhibition Center Property.

The ARA may grant to the Trustee, as security for the payment of the Bonds, a Mortgage. Any Mortgage will be subordinate to the Lease and will not give the Trustee any right to evict Appleton or retake possession of the Exhibition Center Property or to accelerate the payment of rents under the Lease.

Section 3.08 Credit Enhancement.

As further security for any Additional Bonds, the ARA 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 bonds 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 Exhibition Center Room Tax revenues or other funds as provided in the Indenture. In the event a Bond Guarantor is required to make debt service payments, Exhibition Center 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 CONVENTION CENTER

Section 4.01 Appleton to Provide Administrative Support to ARA.

Appleton agrees to provide the necessary administrative support to enable the ARA 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 financing and operation of the Exhibition Center.

Section 4.02 Advisory Committee.

During the term of this Agreement, the ARA shall provide an opportunity for reasonable participation of the Municipalities in decisions relating to the operation of the Exhibition Center through the creation of an advisory committee which is intended to provide counsel to the ARA and to assist in program development and operations for the Exhibition Center (the “**Advisory Committee**”). The membership of the Advisory Committee shall include the following: one representative from each Municipality (appointed by the Municipality); two Operators collecting Room Taxes (appointed by the ARA Chairperson and approved by ARA), two community members residing within a Municipality (appointed by the ARA Chairperson and approved by ARA), one member of the ARA (appointed by the ARA Chairperson); and the Executive Director of the CVB, or his/her designee. The Appleton Community and Economic Development Director, or a designee thereof, shall also be a non-voting, advisory member of the Committee. The Chair and Vice-Chair of the Committee shall be designated by ARA and shall serve one-year terms that may be renewed at the discretion of ARA. Committee members, with the exception of the Executive Director of the CVB and Appleton Community and Economic Development Director, or designees thereof, shall serve terms of two years and may serve up to three consecutive terms. However, upon establishment of the Advisory Committee, the following shall serve an initial term of three years: one half of the participating Municipalities

chosen by random selection, one of the hotelier representatives, and one of the community members, chosen by the ARA Chairperson.

The roles and responsibilities and general operating rules of the Advisory Committee shall be as passed and approved by the Advisory Committee from time to time.

Section 4.03 Municipalities to Plan to Promote Private Development.

The Municipalities agree to continue to work with the Room Tax Commission and the CVB to develop plans for the use of the Exhibition Center property in a manner that will promote and assist the future private development of the Tourism Zone and that will promote and develop tourism and redevelopment.

Section 4.04 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 4.05 Nondiscrimination.

Each party agrees that the Exhibition Center 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 Exhibition Center 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 Amendment and Restatement of Original Agreement.

This Agreement amends and restates the Original Agreement and shall become effective as of the date of this Agreement, on which date the Original Agreement shall be superseded in its entirety. The PAC has executed and delivered this Agreement solely to acknowledge and agree that its rights and obligations under the Original Agreement have been terminated by this Agreement.

Section 5.02 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 5.03 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 5.02 hereof.

Section 5.04 No Personal Liability.

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

Section 5.05 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 5.06 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered, or when 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 5.07 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 5.08 Termination of Agreement; Sunset of Exhibition Center Room Tax.

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) Appleton, 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.

Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Bonds and thereafter the Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. At the time all outstanding Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Bonds or any reimbursement due to Appleton or a Bond Guarantor shall be reallocated to [] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone. [[Notwithstanding the forgoing, Operators shall continue to collect Exhibition Center Room Tax until the respective Municipality has given notice of the termination of the Exhibition Center Room Tax.]]

Section 5.09 Governing Law

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

Section 5.10 Captions.

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

Section 5.11 Counterparts.

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

Section 5.12 Severability.

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

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

CITY OF KAUKAUNA, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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.

VILLAGE OF KIMBERLY, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

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.

TOWN OF NEENAH, WISCONSIN

By:

Its: Chairperson

And:

Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

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.

**REDEVELOPMENT AUTHORITY OF THE CITY
OF APPLETON, WISCONSIN**

By:

Its: Executive Director

ADDRESS:

Appleton Redevelopment Authority
Attention: Executive Director
100 North Appleton Street
Appleton, Wisconsin 54911

Email: karen.harkness@appleton.org

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: _____

And: _____
Its: _____

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

ACKNOWLEDGEMENT OF
AMENDED AND RESTATED COOPERATION AGREEMENT

The undersigned hereby acknowledges that it is a party to the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, by and among certain Municipalities in the Fox Cities area, the Redevelopment Authority of the City of Appleton, Wisconsin, and the Fox Cities Area Room Tax Commission (the “**Original Agreement**”) and that the Original Agreement has been amended and restated by the foregoing Amended and Restated Cooperation Agreement, dated as of [April 1], 2018, to which the undersigned is not a party. The undersigned further acknowledges that it has no further rights or obligations under the Original Agreement.

FOX CITIES PERFORMING ARTS CENTER, INC.

By _____
Title: _____

[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT A

Exhibition Center Project

[The Fox Cities Exhibition Center (“FCEC”) is an approximately 30,000 square foot facility with an iconic spire and glass façade overlooking Jones Park located at _____ Lawrence Street, Appleton, Wisconsin, includes exhibition, trade show, and meeting space with state of the art technical capabilities. The exhibition space can be divided into three 10,000 square foot sections and features a pre-function space and dedicated meeting space. The FCEC also has 17,000 square feet of outdoor exhibition space that can be rented. The FCEC is connected to the Radisson Paper Valley Hotel, which offers an additional 40,000 square feet of meeting, banquet and break-out space and 390 sleeping rooms]

Costs Paid by Appleton:

Reimbursement Amount to Appleton: \$_____

EXHIBIT B

Exhibition Center Property Description

[Legal Description Attached]

Legal Description

Parcel No. 312011600

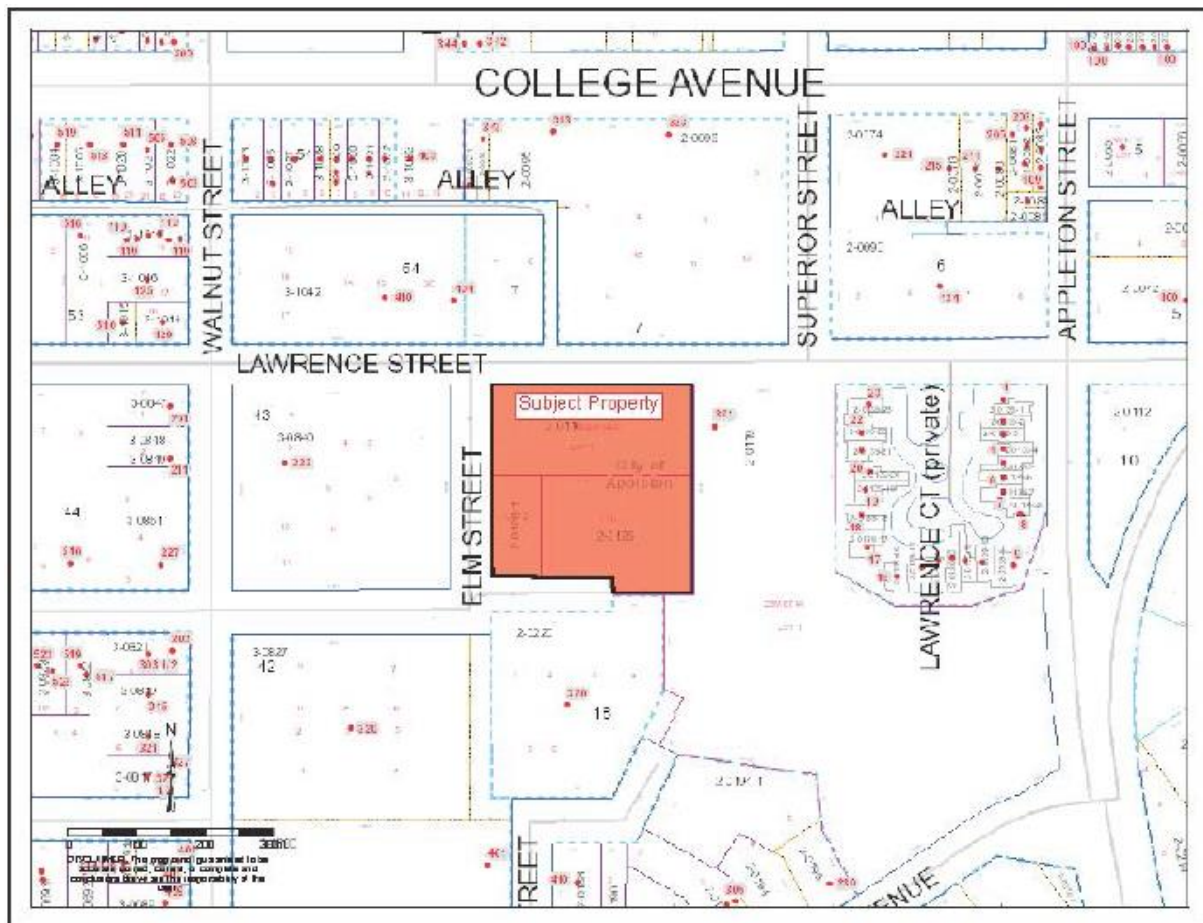
CSM 5460 Lot 1 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012601

CSM 5460 Lot 2 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St

Parcel No. 312012600

CSM 5460 Lot 3 Vol 31 Doc 1726114 being all of Lots 1,2,3,4,5,8,9,10, 11 & 12 Blk 8 Appleton Plat and Prt of Vac Eighth St



[Acknowledgement of Amended and Restated Cooperation Agreement]

EXHIBIT C

JOINDER AGREEMENT TO

AMENDED AND RESTATED COOPERATION AGREEMENT

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Cooperation Agreement, dated as of [April 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 Redevelopment Authority of the City of
Appleton, Wisconsin:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

FIRST AMENDMENT TO
AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Dated as of [April 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN

and the

FOX CITIES AREA ROOM TAX COMMISSION

**FIRST AMENDMENT TO AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

This FIRST AMENDMENT TO AMENDED AND RESTATED ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT, dated as of [April 1], 2018 (this “**First Amendment**”), by and among the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Appleton**”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), 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 TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**” and, collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, and Menasha, the “**Municipalities**”), and the FOX CITIES AREA ROOM TAX COMMISSION, an authority formed pursuant to the powers provided in Section 66.0615 of the Wisconsin Statutes (the “**Commission**”), is an amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and among the Municipalities and the Commission (the “**Commission Agreement**”). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Commission Agreement.*

RECITALS

WHEREAS, the Municipalities (including the Town of Menasha, Wisconsin as the predecessor to Fox Crossing) and the Commission have entered into the Commission Agreement; and

WHEREAS, subsequent to the date of the Commission Agreement, certain facts and assumptions contemplated in the Commission Agreement have changed, including that the bonds contemplated to be issued (the “**Exhibition Center Bonds**”) to finance the Fox Cities Exhibition Center (the “**Exhibition Center**”) have not yet been issued, Appleton has constructed the Exhibition Center with its own funds, the PAC Bonds have been paid in full and the Amended and Restated Pledge and Security Agreement relating to the PAC Bonds has been terminated, the Room Tax Act has been amended, and the Town of Menasha, Wisconsin, a party to the Commission Agreement, has been incorporated as the Village of Fox Crossing, Wisconsin; and

WHEREAS, each Municipality has adopted an ordinance imposing a 10% Room Tax, allocated as described in the Commission Agreement; and

WHEREAS, the Commission has contracted with the Fox Cities Convention & Visitors Bureau, Inc. (the “**CVB**”), as a tourism entity, to obtain staff, support services and

assistance in developing and implementing programs to promote the zone to visitors and to receive and administer certain of the 10% Room Taxes on behalf of the Room Tax Commission pursuant to the Tourism Entity Agreement dated as of December 31, 2015, between the CVB and the Room Tax Commission, as amended by a First Amendment to Tourism Entity Agreement, dated as of [April 1], 2018 (the “**Tourism Entity Agreement**”).

WHEREAS, the Municipalities, the Commission, and Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”) have entered into an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [April 1], 2018 (the “**Amended and Restated Exhibition Center Cooperation Agreement**”), which amends and restates the Exhibition Center Cooperation Agreement, dated as of November 24, 2015, in its entirety; and

WHEREAS, the Municipalities and the Commission have entered into a Pledge and Security Agreement, dated as of [April 1], 2018 (the “**Pledge and Security Agreement**”), with Associated Trust Company, National Association, as trustee (the “**Trustee**”), pursuant to which the 3% Room Tax imposed for the payment of the Exhibition Center Bonds shall be forwarded directly to the Trustee by the Operators; and

WHEREAS, the Exhibition Center Bonds are being issued contemporaneously with the execution and delivery of this First Amendment; and

WHEREAS, the Municipalities and the Commission desire that the Commission Agreement be amended to reflect current facts, circumstances, and documents;

NOW, THEREFORE in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

Section 1. References to Certain Terms.

Certain terms in the Commission Agreement shall be revised as follows:

- (a) References in the Commission Agreement to “this Amended and Restated Room Tax Commission and Tourism Zone Agreement” or “this Agreement” shall be deemed to refer to the Commission Agreement as amended by this First Amendment.
- (b) References in the Commission Agreement, including as amended hereby, to the “Exhibition Center Cooperation Agreement dated of even date herewith” or to the “Exhibition Center Cooperation Agreement” shall be deemed to refer to the Amended and Restated Exhibition Center Cooperation Agreement.

Section 2. Amendments to Agreement.

- (a) **Section 5 is amended in its entirety to read as follows:**

Imposition of Room Tax. Pursuant to the Room Tax Act, each municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room

Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox Cities Tourism Zone, then the Fox Cities Room Tax Commission shall set the percentage. The Municipalities have each adopted an ordinance that imposed a 10% Room Tax. Pursuant to subsection (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000, (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000, and (iii) the Municipalities have worked cooperatively to construct and finance the Exhibition Center.

(b) **Section 7 is amended in its entirety to read as follows:**

Collection of Room Tax. Each Municipality shall cause each Operator within its jurisdiction to collect the 10% Room Tax imposed by such Municipality pursuant to its ordinance (the “Ordinance”). The 10% Room Tax is comprised of (i) a 3% Room Tax collected for the support of the CVB (the “CVB Room Tax”), (ii) the 2% PAC Room Tax for the development and 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 or motel establishment within the Fox Cities Tourism Zone, (iii) a 3% Room Tax collected for the direct or indirect payment of the costs of construction of the Exhibition Center or debt service on bonds (the “Exhibition Center Bonds”) issued to finance or refinance the Exhibition Center (the “Exhibition Center Room Tax”), (iv) a 1% Room Tax collected for general purposes, including, but not limited to tourism support and development in the Municipality (the “Municipal Room Tax”), and (v) 1% Room Tax collected for the development and 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 or motel establishment within the Fox Cities Tourism Zone (the “Tourism Facilities Room Tax”). Pursuant to the Ordinances, the Exhibition Center Room Tax shall sunset upon payment in full of all outstanding Exhibition Center Bonds and thereafter the 10% Room Tax shall be reduced by 3%, with such reduction being deemed to be the share of the Room Tax allocated to the Exhibition Center Room Tax. The Municipalities acknowledge that, because the PAC Bonds have been paid in full, the PAC Room Tax and the Tourism Facilities Room Tax are dedicated to the same purposes; however they are assigned separate payment priorities in Section 9 hereof and in the Ordinances.

The Municipalities shall cause each Operator to forward the Exhibition Center Room Tax directly to Associated Trust Company, National Association, or its successor as trustee for the Exhibition Center Bonds (the “Trustee”), quarterly no later than each January 31, April 30, July 31, and October 31 pursuant to the Pledge and Security Agreement, dated as of [April 1], 2018 (the “Pledge and Security Agreement”), entered into by and among the Municipalities, the Fox Cities Room Tax Commission, and the Trustee.

Each Municipality shall distribute the remaining 7% Room Tax collected as follows:

- a. 95% of the 3% CVB Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;

- b. 5% of the 3% CVB Room Tax may be retained by the Municipality for general purposes, including, but not limited to tourism support and development in the Municipality in accordance with the requirements of the Room Tax Act;
- c. the 2% PAC Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission;
- d. the 1% Municipal Room Tax shall be retained the Municipality; and
- e. the 1% Tourism Facilities Room Tax shall be forwarded by the Municipality to the CVB on behalf of the Fox Cities Room Tax Commission.

(c) **Section 8 is amended in its entirety to read as follows:**

Use of Room Tax. The 95% portion of the CVB Room Tax, the PAC Room Tax, and the Tourism Facilities Room Tax received by the Fox Cities Room Tax Commission shall be utilized as described in Section 7.a., c., and e. The 5% portion of the CVB Room Tax and the Municipal Room Tax retained by the Municipalities shall be utilized as described in Section 7.b. and d. The Exhibition Center Room Tax shall be utilized as described in the Pledge and Security Agreement.

Notwithstanding the foregoing, the parties agree that (i) the Exhibition Center Room Tax received by the CVB on behalf of the Fox Cities Room Tax Commission, or by the Fox Cities Room Tax Commission or any Municipality received from January 1, 2016 through [_____, 2018] [the Effective Date of the First Amendment] shall be applied as provided in the Exhibition Center Cooperation Agreement, (ii) funds held by the trustee for the PAC Bonds in the amount of \$750,000 shall also be applied as provided in the Exhibition Center Cooperation Agreement, and all remaining funds held by such trustee shall be applied to the purposes for which the PAC Room Tax is to be applied, and (iii) at the time all outstanding Exhibition Center Bonds are fully satisfied, any excess Exhibition Center Room Tax collected but not needed for the payment of the Exhibition Center Bonds or any reimbursement due to Appleton or to a Bond Guarantor, as defined in and pursuant to the Exhibition Center Cooperation Agreement, shall be reallocated to [_____] (the “**Tourism Development Fund**”) for use of tourism promotion and tourism development in the Fox Cities Tourism Zone.

(d) **Section 9 is amended in its entirety to read as follows:**

Priority of Payment. In the event any Operator fails to remit to the Trustee or to the Municipality the Room Tax for a period of one calendar quarter, or is in arrears by one calendar quarter or more after any January 31, April 30, July 31, or October 31 quarterly payment date, or in the event the Municipality fails to remit to the CVB on behalf of the Room Tax Commission, the applicable remaining Room Tax described in Section 7 within [10 business days] after receipt of such quarterly payment (a “Deficient Payment”) under this Agreement, the Pledge and Security Agreement, and the ordinances imposing the Room Tax, the Deficient Payment amounts actually received by the Municipality, the Trustee, or the CVB on behalf of the Fox Cities Room Tax Commission shall be applied in the following priority order:

- a. *First*, toward the payment of the 3% CVB Room Tax;
- b. *Second*, toward the payment of the 2% PAC Room Tax;
- c. *Third*, toward the payment of the 3% Exhibition Center Room Tax (for so long as it is being collected);
- d. *Fourth*, toward the payment of the 1% Municipal Room Tax; and
- e. *Fifth*, toward the payment of the 1% Tourism Facilities Room Tax.

(e) **The introduction to Section 12 is amended to read as follows:**

Powers and Duties. The Fox Cities Room Tax Commission shall have the powers, rights, and duties as provided for a “commission” in the Room Tax Act, including:

(f) **Subsection 12(c) is amended to read as follows:**

c. To report, or cause the CVB to report, no less than annually to each Municipality from which it received Room Taxes, the purposes for which the revenues were spent and the information required to be reported to the Wisconsin Department of Revenue (the “DOR”) under subsection (4) of the Room Tax Act; *provided, however*, that such report shall be delivered to each Municipality so that it may timely comply with its required annual certification to the DOR due on or before each May 1.

(g) **Section 13 is amended in its entirety to read as follows:**

Additional Municipalities. It is anticipated that from time to time the geographic area comprising the Fox Cities Tourism Zone may change such that additional municipalities not party to this Agreement may become part of the Fox Cities Tourism Zone. The Fox Cities Room Tax Commission shall use its best efforts to encourage and accept such additional municipalities (each, an “Additional Municipality”) to become a member of the Fox Cities Room Tax Commission. Each Additional Municipality shall be required, as a condition to becoming a member of the Fox Cities Room Tax Commission, to impose by ordinance the 10% Room Tax as described in Sections 7 and 9 hereof (or, after the termination of the Exhibition Center Room Tax, a 7% Room Tax), and for so long as the Exhibition Center Bonds remain outstanding, to become a party to the Pledge and Security Agreement and the Exhibition Center Cooperation Agreement. Each Additional Municipality shall become bound to the terms, conditions, and obligations of the Municipalities hereunder by execution of a joinder agreement, in substantially the form attached hereto as Exhibit B, accepted by the Fox Cities Room Tax Commission, which shall provide a copy of such joinder agreement to the other then-current parties to this Agreement.

(h) **Section 14 is amended in its entirety to read as follows:**

Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement.

(i) **Exhibit B is added to the Commission Agreement, to read as set forth in Exhibit A to this First Amendment.**

Section 3. Effective Date; Ratification of Agreement.

The amendment to the Commission Agreement contained herein shall be effective as of the date of this First Amendment. Except as expressly provided in this First Amendment, the provisions of the Commission Agreement shall remain in full force and effect.

Section 4. Counterparts; Headings.

This First Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The section headings in this First Amendment are for convenience only and in no way define, limit or describe the scope or intent of any provision of this First Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Appleton]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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
201 West Second Street
Kaukauna, Wisconsin 54130

Email: clerk-treasurer@kaukauna.org

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kaukauna]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – City of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Kimberly]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Little Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Grand Chute]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Town of Neenah]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Fox Crossing]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

CITY OF MENASHA, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Menasha]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone 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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

[And: _____
Its: _____

1

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

[Signature Page to First Amendment to Amended and Restated
Room Tax Commission and Tourism Zone Agreement – Sherwood]

EXHIBIT B

JOINDER AGREEMENT

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT**

The undersigned municipality hereby agrees that it shall be an Additional Municipality as defined in the Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, among the Fox Cities Area Room Tax Commission and the municipal members of such commission as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [April 1], 2018 (collectively, the “**Agreement**”), 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 and the Municipalities:

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

**AMENDED AND RESTATED
ROOM TAX COMMISSION AND
TOURISM ZONE AGREEMENT**

Pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Appleton"), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Kaukauna"), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Neenah"), 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 TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Grand Chute"), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Neenah"), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Menasha"), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City of Menasha"), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sherwood"), collectively, the "Municipalities", and the Fox Cities Area Room Tax Commission, an authority formed pursuant to the powers provided in §66.0615 Wis. Stats. ("Fox Cities Room Tax Commission") enter into this Amended and Restated Room Tax Commission and Tourism Zone Agreement ("Agreement") on this, the 24th day of November, 2015, for the purposes of coordinating the promotion and development of tourism within the Municipalities.

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations (collectively, "Operators") which are available to the public ("Room Tax") pursuant to §66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, the Room Tax Act sets forth requirements as to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development for a Zone using Room Tax revenues when two (2) or more municipalities are located in a Zone, as that term is

defined in the Room Tax Act, and the imposition of Room Tax within a Zone by the Municipalities; and

WHEREAS, the Municipalities (excluding the City of Menasha and Sherwood) previously entered into that Room Tax Commission and Tourism Zone Agreement (“Existing Agreement”), to which Little Chute was added as a party following its initial execution, and to which future municipalities may be added, in which the parties acknowledged that the geographic area encompassing the parties is considered to be a single destination as perceived by the traveling public (“Fox Cities Tourism Zone”), which necessitated the formation of a Room Tax Commission to coordinate tourism promotion and tourism development within the Fox Cities Tourism Zone pursuant to the Room Tax Act (“Fox Cities Room Tax Commission”); and

WHEREAS, the Existing Agreement created the Fox Cities Room Tax Commission for the sole purpose of promoting tourism and development within the Fox Cities Tourism Zone by utilizing revenues collected from a Room Tax imposed to pay debt service on bonds (“PAC Bonds”) issued by the Redevelopment Authority of the City of Appleton, Wisconsin in order to finance a portion of the construction of the Fox Cities Performing Arts Center (“PAC Room Tax”); and

WHEREAS, the Existing Agreement directs that the Fox Cities Room Tax Commission will terminate and cease to exist upon payment in full of the PAC Bonds; and

WHEREAS, the Municipalities presently collect Room Taxes over and above the PAC Room Taxes and now desire to impose additional Room Taxes to help fund the construction of the Fox Cities Exhibition Center as well as to development and support 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 or motel establishment within the Fox Cities Tourism Zone; and

WHEREAS, the Municipalities further desire to enter into this Amended and Restated Room Tax Commission and Tourism Zone Agreement in order to (i) amend the terms of the Existing Agreement; (ii) set forth the Municipalities’ agreements relating to the Exhibition Center; (iii) ensure uniformity in the collection and use of all Room Taxes collected in accordance with the Room Tax Act; (iv) set ongoing procedural requirements for the Fox Cities Room Tax Commission; (v) confirm the operations of the Fox Cities Room Tax Commission are conducted in accordance with recent amendments to the Room Tax Act; and

WHEREAS, the Municipalities deem it to be in best interest of their constituents and the public at large to enter into this Agreement.

NOW THEREFORE, for valuable consideration and mutual benefit, the sufficiency of which is hereby acknowledged, it is agreed by the contracting municipalities as follows:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.

2. Restatement of Existing Agreement. The Existing Agreement is hereby amended and restated in its entirety as set forth in this Amended and Restated Room Tax Commission and Tourism Zone Agreement. There shall be no interruption in the administration of PAC Room Taxes or services provided by the Fox Cities Room Tax Commission as set forth under the Existing Agreement.

3. Confirmation of Tourism Zone. The geographic area encompassing the Municipalities is hereby confirmed to be a single destination as perceived by the traveling public, and, therefore, a Tourism Zone, as that term is used in the Room Tax Act. It shall be referred to as the "Fox Cities Tourism Zone".

4. Confirmation of Room Tax Commission. The formation of the "Fox Cities Room Tax Commission", established under the Existing Agreement, is hereby ratified and confirmed. The Fox Cities Room Tax Commission is tasked with coordinating and promoting tourism and tourism development within the Fox Cities Tourism Zone and to do all other things necessary to accomplish its purposes as provided for by the Room Tax Act.

5. Imposition of Room Tax. Pursuant to the Room Tax Act, each Municipality that imposes a Room Tax in the Fox Cities Tourism Zone shall levy the same percentage of Room Tax. If the Municipalities are unable to agree on the percentage of tax to be levied in the Fox Cities Tourism Zone, the Fox Cities Room Tax Commission shall set the percentage. Room Taxes shall be imposed by passage of an ordinance in substantially the same form as that Form Ordinance attached as Exhibit "C" to that Exhibition Center Cooperation Agreement, dated of even date herewith. Pursuant to (1m)(am)(3) of the Room Tax Act, the parties hereto find and agree that (i) each Municipality is located in a county or counties having a population of less than 380,000; (ii) the counties in which the Municipalities are located are not located adjacent to any county with a population of over 380,000; (iii) the Municipalities are working cooperatively together to construct the Exhibition Center.

6. Tourism Entity. The parties hereby appoint the Fox Cities Convention & Visitors Bureau (“CVB”) to act as the "tourism entity" as that term is defined in the Room Tax Act, for purposes of providing staff, support services and assistance to the Fox Cities Room Tax Commission in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, as more fully set forth in an agreement between the Fox Cities Room Tax Commission and the CVB.

7. Collection of Funds. Unless otherwise provided herein, each Municipality shall collect and forward the Room Tax revenues collected to the Fox Cities Room Tax Commission or its designees or assigns, for the funding of the coordination of tourism promotion and tourism development activities for the Fox Cities Tourism Zone.

- a. Notwithstanding the foregoing, the parties acknowledge the existence of that Amended and Restated Pledge and Security Agreement between the parties hereto (excluding the City of Menasha and Sherwood) and the Associated Trust Company dated May 1, 2012 in which PAC Room Tax revenues were directed to be paid by the Municipalities directly to Associated Trust Company for the payment of debt service on the PAC Bonds. PAC Room Taxes shall continue to be sent directly to Associated Trust Company until the PAC Bonds have been paid in full, at which point all future PAC Room Tax revenues shall be paid to the Fox Cities Room Tax Commission.
- b. In addition, the Municipalities are authorized to retain from their respective collections (i) five percent (5%) of the revenues collected from that three percent (3%) Room Tax which was imposed for the support of the Fox Cities Convention & Visitors Bureau, to be used for the promotion of the Fox Cities Tourism Zone as a tourism destination; and (ii) the entire one percent (1%) Room Tax imposed by the Municipalities for general tourism support and development within the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act.

8. Use of Funds. All Room Taxes received by the Fox Cities Room Tax Commission shall be utilized for tourism promotion and tourism development within the Fox Cities Tourism Zone, including the support and development of tourism facilities. It is acknowledged by the parties that certain Room Taxes have been reserved for specific tourism purposes and that those reserved Room Taxes shall be used consistent with the following:

- a. The PAC Room Tax revenues shall be utilized in a manner consistent with that Cooperation Agreement dated June 1, 2000, as amended from time to time.

- b. The Exhibition Center Room Tax revenues shall be utilized consistent with the Exhibition Center Cooperation Agreement dated of even date herewith.
- c. Room Taxes imposed for the support of the Fox Cities Convention & Visitors Bureau shall be utilized for those purposes.
- d. Room Taxes permitted to be retained by the Municipalities shall be used for tourism promotion and tourism development within the Fox Cities Tourism Zone.
- e. Room Taxes imposed for the development and 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 or motel establishment within the Fox Cities Tourism Zone shall be utilized for those purposes ("Tourism Facilities Room Tax").

9. Priority of Payment. In the event any Operator or Municipality fails to remit the full amounts owed in any quarterly payment ("Deficient Payment") under this Agreement, the Exhibition Center Cooperation Agreement or the ordinances executed as required thereunder, the parties agree and acknowledge that the Deficient Payment amounts actually received by the Commission shall be applied in the following priority order:

- a. The Deficient Payment amounts received shall first be applied toward the three percent (3%) Room Tax imposed for the support of the Fox Cities Convention & Visitors Bureau;
- b. The Deficient Payment amounts remaining after payment to the Fox Cities Convention & Visitors Bureau as required in subsection (a) above, shall be applied toward the two percent (2%) Room Tax pledged as collateral for payment of the PAC Bonds;
- c. The Deficient Payment amounts remaining after payment toward the PAC Bonds as required in subsection (b) above, shall be applied toward the three percent (3%) Room Tax pledged as collateral for payment of the Exhibition Center Bonds; and
- d. The Deficient Payment amounts remaining after payment toward the Exhibition Center Bonds as required in subsection (c) above, shall be applied toward the one percent (1%) Municipal Room Tax, as defined in the Cooperation Agreement; and
- e. All remaining Deficient Payment amounts shall be applied toward the one percent (1%) Tourism Facilities Room Tax.

10. Fox Cities Room Tax Commission Membership. The membership, including the procedures relating to confirmation of appointment, of the Fox Cities Room Tax Commission shall be consistent with §66.0615(1m)(c), which requires, inter alia:

- a. The Fox Cities Room Tax Commission shall consist of three members from each Municipality in which annual tax collections exceed \$1,000,000, two members from each Municipality in which annual tax collections exceed \$300,000 but are not more than \$1,000,000 and one member from each Municipality in which annual tax collections are \$300,000 or less. Two additional members, who represent the Wisconsin hotel and motel industry, shall be appointed to the Fox Cities Room Tax Commission by the chairperson of the commission, shall serve for a one-year term at the pleasure of the chairperson and may be reappointed. Except as otherwise provided herein, members shall be appointed as specified in Section 10(b), below.
- b. Members of the Fox Cities Room Tax Commission shall be appointed by the principal elected official in the Municipality and shall be confirmed by a majority vote of the members of the Municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.
- c. The Fox Cities Room Tax Commission shall meet regularly, and, from among its members, it shall elect a chairperson, vice chairperson and secretary.
- d. The Fox Cities Room Tax Commission shall report any delinquencies or inaccurate reporting to the Municipality that is due the tax.

11. Applicability of State Open Meetings Law. The Fox Cities Room Tax Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws, as amended from time to time. Any contract entered into between the Fox Cities Room Tax Commission and the CVB, shall require that all records and meetings of the CVB, pursuant to or related to the performance of that contract, shall be subject to the Open Meetings of Governmental Bodies law as well as the Public Records and Property law, respectively.

12. Powers and Duties: The Fox Cities Room Tax Commission shall have the following powers, rights and duties, as provided by the Room Tax Act, and as designated by the Municipalities hereto:

- a. To monitor and collect Room Taxes from each Municipality within the Fox Cities Tourism Zone in accordance with the provisions of this Agreement;

- b. To contract with the CVB to obtain staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors;
- c. To report no less than annually to each Municipality from which it receives Room Tax revenue the purposes for which the revenues were spent;
- d. To report any delinquencies or inaccurate reporting to the Municipality that is due the Room Tax;
- e. To prepare forms for use by Operators in reporting and remitting quarterly Room Tax payments, to be based upon that form attached as Exhibit "A" hereto and which may be amended or revised by the Fox Cities Room Tax Commission as deemed appropriate;
- f. To report to the participating municipalities the name of any municipality failing to make proper reports to the room tax commission and to collect from any delinquent municipality those room taxes that such municipality has failed to turn over to the room tax commission;
- g. To make available financial records and meeting minutes of the Fox Cities Room Tax Commission for inspection and copying upon the request of any Municipality; and
- h. To delegate or assign its powers, rights and duties hereunder as it deems necessary or prudent.

13. Additional Municipalities. It is anticipated that from time to time the area that the public perceives to be a single destination may change, and additional municipalities enacting a room tax may recognize that they have become part of the Fox Cities Tourism Zone; therefore, it is anticipated that additional municipalities may join this Agreement and the Room Tax Commission in the future, and the respective membership compositions will be adjusted accordingly.

14. Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement, including but not limited to, that Form Ordinance attached as Exhibit "C" to the Exhibition Center Cooperation Agreement dated of even date herewith.

15. Authority. In signing this Agreement, the respective Municipalities represent and warrant that the terms herein have been approved by the legislative body of that Municipality and that appropriate authority rests in the signatories on behalf of the respective Municipalities.

16. Term. The Fox Cities Room Tax Commission created herein, shall continue in existence for as long as the Municipalities continue to impose a Room Tax pursuant to §66.0615 Wis. Stats. and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto. Notwithstanding the foregoing, the Fox Cities Room Tax Commission shall continue in existence as long as either the PAC Bonds or the Exhibition Center Bonds are outstanding.


17. Effective Date. The effective date of this Agreement shall be the date upon which the last listed Municipality so enters.

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

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

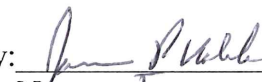
CITY OF APPLETON, WISCONSIN

By: 
Name: TIMOTHY M. HANNA
Its: Mayor

Countersigned:


Name: Kami Schield
Its: Clerk


APPROVED AS TO FORM:

By: 
Name: James P. Walsh
Its: Attorney

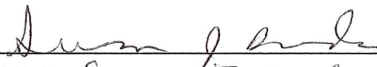
Approved Agreement
Execution Copy

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF KAUKAUNA, WISCONSIN

By: 
Name: GENE BOSIO
Its: Mayor

Countersigned:


Name: Susan J. Pade
Its: Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

CITY OF NEENAH, WISCONSIN

By: Dean R. Kauff
Name: Dean R. Kauff
Its: Mayor

Countersigned:
Samuel F. Hatala
Name: Samuel F. Hatala
Its: Clerk

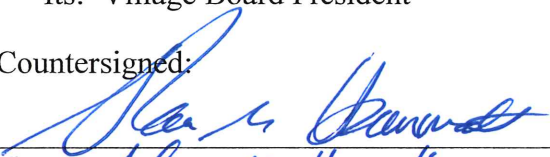
APPROVED AS TO FORM:

By: James G. Gurdlewski
Name: James G. Gurdlewski
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.


VILLAGE OF KIMBERLY, WISCONSIN

By: 
Name: Charles A. Kuen
Its: Village Board President

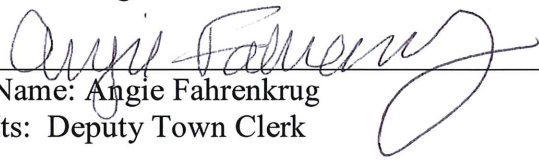
Countersigned: 
Name: Alan M. Hammett
Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

**TOWN OF GRAND CHUTE,
WISCONSIN**

By: 
Name: David Schowalter
Its: Town Board Chairman

Countersigned:


Name: Angie Fahrenkrug
Its: Deputy Town Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

TOWN OF NEENAH, WISCONSIN

By: Robert E. Schmeichel
Name: Robert E. Schmeichel
Its: Town Board, Chairman

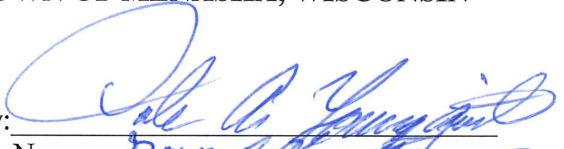
Countersigned:

Ellen Skerke
Name: Ellen Skerke
Its: Town Clerk

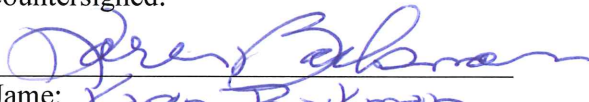
Approved Agreement
Execution Copy

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

TOWN OF MENASHA, WISCONSIN

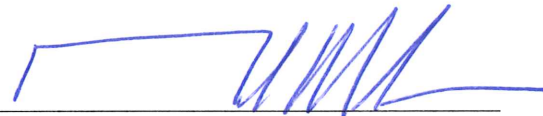
By: 
Name: Dale A. Poythornt
Its: Town Board Chairman

Countersigned:

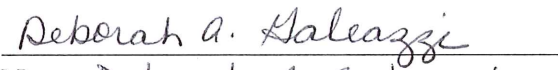

Name: Karen Beckman
Its: Town Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.


CITY OF MENASHA, WISCONSIN

By: 
Name: DONALD MEKKES
Its: ~~President~~ MAYOR

Countersigned:


Name: Deborah A. Galeazzi
Its: Clerk/Administrator

APPROVED AS TO FORM:

By: 
Name: PAMELA A. CAPTAIN
Its: Attorney

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

**VILLAGE OF LITTLE CHUTE,
WISCONSIN**

By: Michael R. Vandenberg
Name: Michael R. Vandenberg
Its: Village Board President

Countersigned:

Laurie Decker
Name: Laurie Decker
Its: Village Clerk

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

VILLAGE OF SHERWOOD, WISCONSIN

By: Jim Rath
Name: Jim Rath
Its: President

Countersigned:

Randy Friday
Name: Randy Friday
Its: Administrator

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Room Tax Commission and Tourism Zone Agreement as of the date first above written.

**FOX CITIES AREA ROOM TAX
COMMISSION**

By: Karen E. Harkness
Name: Karen E. Harkness
Its: Chairperson

Countersigned:

[Signature]
Name: Carol L. Thompson, Jr.
Its: Secretary

EXHIBIT "A"
Collection Form - Operators

**HOTEL AND MOTEL TRANSIENT ROOM TAX
QUARTERLY RETURN**

From: _____ Quarter Ending: _____

_____ Taxable Room Receipts: _____

Allocation of Room Tax	Multiply Taxable Room Receipts by the percentage below:	Amount of tax allocated to each use:
CVB Room Tax	3%	\$
PAC Room Tax	2%	\$
Exhibition Center Room Tax	3%	\$
Municipality Room Tax	1%	\$
Tourism Facility Room Tax	1%	\$
Total	10%	\$

For: _____ Account: _____
Name of Hotel or Motel

At: _____ Date Completed: _____
Street Address of Business

Make check payable to: [MUNICIPALITY NAME]

Mail to:

In Person:

Persons failing to comply with the provisions of the enabling City legislation will be subject to penalties as provided in the City's Code of Ordinances.

I hereby certify that the information supplied hereon is true, accurate and complete.

Signature of Owner or Authorized Person

Date

Title

NOTICE TO NEW OWNERS:

PRIOR TO USING THIS FORM, Owners must apply for a Transient Room Permit.

REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES WILL BE MADE UPON REQUEST AND IF FEASIBLE

Dated as of [April 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating To:

FOX CITIES EXHIBITION CENTER

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of [April 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 CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Kaukauna**”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**City of Neenah**”), 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 TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin political subdivision (“**Grand Chute**”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin political subdivision (“**Town of Neenah**”), the VILLAGE OF FOX CROSSING, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Fox Crossing**”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Menasha**”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“**Sherwood**”), collectively with Appleton, Kaukauna, City of Neenah, Kimberly, Little Chute, Grand Chute, Town of Neenah, Fox Crossing, Menasha, and Sherwood (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, pursuant to Section 66.0615 of the Wisconsin Statutes, as amended (the “**Room Tax Act**”), each of the Municipalities has imposed a room tax at a percentage rate of 3% (the “**Exhibition Center Room Tax**”), which the Municipalities have agreed to cause to be collected by the hotelkeepers, motel operators, and other persons furnishing accommodations that are available to the public and obligated to collect the Exhibition Center Room Tax (the “**Operators**”); and

WHEREAS, the Municipalities, the Room Tax Commission, and the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), are parties to an Amended and Restated Cooperation Agreement for the Fox Cities Exhibition Center, dated as of [April 1], 2018 (the “**Cooperation Agreement**”); and

WHEREAS, under the terms of the Cooperation Agreement:

- (a) Appleton will convey to the Authority the Fox Cities Exhibition Center, a convention center (the “**Exhibition Center**”) as referenced in the Room Tax Act; and
- (b) to assist in the financing of the Exhibition Center, the Authority will issue its Taxable Lease Revenue Bonds, Series 2018 (Fox Cities Exhibition Center Project) (the “**Series 2018 Bonds**”) the proceeds of which will be

made available to pay, or reimburse Appleton for, the construction costs of the Exhibition Center; and

- (c) the Municipalities and the Room Tax Commission have agreed to the use of the Exhibition Center Room Taxes for the purposes of paying, either directly or indirectly, the costs of the construction of the Exhibition Center, 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 refinancings or refundings (collectively, the “**Bonds**”), and such other reasonable or 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, if any, and reimbursement of payments made by Appleton 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 Exhibition Center Room Taxes**”); and
- (d) the Municipalities and the Room Tax Commission agree to pledge the Exhibition Center Room Taxes to the Trustee for the Purposes of the Exhibition Center Room Taxes; and
- (e) all parties to the Cooperation Agreement found, and reaffirm herein, that the Exhibition Center constitutes a “convention center” and is, 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 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 Exhibition Center Room Taxes 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 Exhibition Center Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the Purposes of the Exhibition Center Room Taxes. The Exhibition Center Room Taxes shall not be used for any purpose other than the Purposes of the Exhibition Center Room Taxes 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 [April 1], 2018, from the Authority to the Trustee (the “**Bond Indenture**”), pursuant to which the Series 2018 Bonds are being issued and pursuant to which additional Bonds may be issued to refinance or refund (i) the Series 2018 Bonds or (ii) any other Bonds.

ARTICLE II

DEPOSIT OF EXHIBITION CENTER 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 Exhibition Center Room Taxes hereunder, all Exhibition Center Room Taxes imposed by the Municipalities shall be deposited directly with the Trustee by the Operators, and shall be applied to the Purposes of the Exhibition Center Room Taxes as specified in the Bond Indenture.

The deposit of Exhibition Center Room Taxes with the Trustee shall be in accordance with the following procedure:

(a) Notice to Operators. No later than the 10th day of the month following the end of each calendar quarter, the Trustee shall send a notice in substantially the form attached hereto as Exhibit A (or with such changes as may be necessary or appropriate to reflect changes in room taxes other than the Exhibition Center Room Tax) (a “**Room Tax Deposit Notice**”) to each Operator to be completed and delivered to the Trustee together with the deposit of the Exhibition Center Room Taxes it has collected during the preceding calendar quarter as described in (b) below.

(b) Room Tax Due Dates. Each Operator shall be directed to deposit with the Trustee, no later than January 31, April 30, July 31, and October 31 of each year, together with a completed Room Tax Deposit Notice as described in (a) above, the Exhibition Center Room Taxes it has collected during the preceding calendar quarter. The Trustee shall accept the Exhibition Center Room Taxes for deposit in accordance with the terms of this Agreement and of the Bond Indenture.

(c) Application of Pledged Room Tax Deposits. The Trustee shall, upon receipt of deposits of the Exhibition Center Room Taxes, allocate such deposits to the Revenue Fund created under the Bond Indenture for the Purposes of the Exhibition Center Room Taxes.

Section 2.02 Trustee Reports.

The Trustee shall (i) not later than the 15th day of each month, send a report as of the last day of the prior month to the Room Tax Commission and to each Municipality, that includes a list of the then current Operators that submit Exhibition Center Room Taxes, and the amount of Exhibition Center Room Taxes received from each Operator, and identifies the Operators that have not paid Exhibition Center Room Taxes then due under Section 2.01(b) (the “**Monthly Report**”), (ii) not later than the 15th day of the month following the end of each calendar quarter, send a statement of transactions to each Municipality and the Room Tax Commission that includes all financial transactions relating to the Municipality as of the end of the calendar quarter (the “**Quarterly Statement**”), and (iii) not later than the 15th day of the month following each due date of the Exhibition Center Room Taxes described in Section 2.01(b) hereof, send a list to the Room Tax Commission, with a copy to the related Municipality, of the Operators in each Municipality that have not paid Exhibition Center Room Taxes as of such due date (the “**Delinquency Report**”).

Section 2.03 Collection of Room Taxes; Late Payments.

(a) Each of the Municipalities agrees to direct all Operators within its jurisdiction to deposit all Exhibition Center Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any payments of Exhibition Center 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 Exhibition Center Room Taxes made by a Municipality or an Operator directly to the Room Tax Commission or the Fox Cities Convention & Visitors Bureau, Inc. (“**CVB**”) on behalf of the Room Tax Commission. The Municipality may request from the Trustee the form of Room Tax Deposit Notice as described in Section 2.01(a) hereof to accompany such payments.

(b) If an Operator has not paid Exhibition Center 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 has been received from the Trustee, commence collection and enforcement action against such Operator; *provided* that said Monthly Report shows Exhibition Center 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 Exhibition Center Room Taxes

with any applicable/corresponding forfeiture or interest charge for late payment. 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 Exhibition Center Room Taxes have been collected from the Operator. Upon such collection, the Municipalities shall, within 20 business days, deposit with the Trustee the collected Exhibition Center Room Taxes, subject to the deficient payments allocation described in (e) below, and any applicable/corresponding forfeiture or interest charge; which shall be treated as part of the Exhibition Center Room Taxes. All costs of collection and enforcement actions relating to any such Exhibition Center Room Taxes 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 such Exhibition Center Room Taxes paid by the Operators but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article II .

(e) Pursuant to the 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 [April 1], 2018 (the “**Commission Agreement**”) and the ordinances adopted by the Municipalities imposing a 10% room tax (the “**Room Taxes**”), which includes the Exhibition Center Room Tax, provision was made for delinquent Room Taxes received from the Operators to be allocated in a specific order to the purposes for which the Room Taxes were imposed. Upon receipt of notice from a Municipality, the Room Tax Commission, or the CVB with respect to such allocation of delinquent Room Taxes, the Trustee agrees that it shall cooperate with said parties in the application of delinquent Exhibition Center Room Taxes that it has received to the allocation to the purposes entitled to a payment priority over the Exhibition Center Room Taxes.

Section 2.04 Failure of Operator Not a Default of Municipality.

A failure of an Operator to timely pay Exhibition Center Room Taxes shall not constitute a default of a Municipality hereunder provided that the Municipality, in accordance with Section 2.03 above, promptly undertakes and pursues all reasonable collection actions until such delinquent Exhibition Center Room Taxes are collected and deposited with the Trustee.

Section 2.05 Statutory Obligations of Room Tax Commission.

The Room Tax Commission has determined, and the Municipalities agree, that the actions of the Trustee under this Agreement fulfill the statutory obligations of the Room Tax Commission (i) to monitor the collection of room taxes from each Municipality and (ii) to report any delinquencies or inaccurate reporting to the Municipality that is due the tax, as such obligations relate to the Exhibition Center Room Tax.

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 Exhibition Center Room Taxes, and that it has not performed any acts or executed any other instruments which might prevent the Trustee from receiving any Exhibition Center 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 Exhibition Center 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 Exhibition Center 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. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes; and
- (d) that it will not repeal any or all of the Exhibition Center Room Tax or amend the Commission Agreement in any manner that affects the Trustee's right to receive the Exhibition Center Room Tax.

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 B, 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: Chairperson
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 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 _____

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

CITY OF APPLETON, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

CITY OF KAUKAUNA, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

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

Email: clerk-treasurer@kaukauna.org

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.

VILLAGE OF KIMBERLY, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

TOWN OF GRAND CHUTE, WISCONSIN

By:

Its: Chairperson

And:

Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

TOWN OF NEENAH, WISCONSIN

By:

Its: Chairperson

And:

Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF FOX CROSSING, WISCONSIN

By:

Its: President

And:

Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

CITY OF MENASHA, WISCONSIN

By:

Its: Mayor

And:

Its: Clerk

ADDRESS:

City of Menasha
Attention: Director of Administrative Services/Comptroller/Treasurer
140 Main Street
Menasha, Wisconsin 54952

Email: jjacobs@ci.menasha.wi.us

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

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

EXHIBIT A

ROOM TAX DEPOSIT NOTICE

FOR THE CALENDAR QUARTER ENDING _____, 20____

Date: _____, 20____

Associated Trust Company, National Association
Attention: Corporate Trust Operations
2985 South Ridge Road, Suite C
Green Bay, Wisconsin 54304

[[Enclosed are]] the Exhibition Center Room Taxes from
_____ for the above referenced calendar quarter.

Total 10% Room Tax Receipts For Quarter: \$ _____

Distribution of 10% Room Tax:

3% Room Tax (Exhibition Center Room Tax) — Amount \$ _____
[Enclosed]

Balance Paid Directly to Municipality \$ _____

If you have any questions, please feel free to contact me at _____.

Sincerely,

[Name of Hotel/Motel or other lodging facility]

EXHIBIT B
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 [April 1], 2018 (the “**Agreement**”),, 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: _____

**CITY OF APPLETON, WISCONSIN
PROJECT PLAN
TAX INCREMENTAL DISTRICT NO. 3
DOWNTOWN DISTRICT**

Office of the Mayor
Department of Finance
Department of Assessor
Department of Public Works
Department of Planning and Development
Office of City Attorney

CITY OF APPLETON, WISCONSIN
PROJECT PLAN FOR TAX INCREMENT DISTRICT #3

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- I. Introduction
- II. Boundary Descriptions, Parcel Descriptions, and Assessed Values of Tax Increment District #3
- III. Existing Uses and Conditions of Real Property
- IV. Description of How Creation of Tax Increment District #3 will Promote Orderly Development of The City of Appleton's Fox River Corridor
- V. Kind, Number, Location, and Cost of the Proposed Public Works and Improvements Within TID #3
- VI. Estimated Non-Project Costs and Relocation Costs
- VII. Economic Feasibility Study
- VIII. Description of Methods of Financing and the Time When Such Costs or Monetary Obligations are Incurred
- IX. Consistency of the Activities in TID #3 with The City Zoning Ordinance, and Building Code, and Proposed Changes to the Zoning Ordinances

EXHIBITS

- 1. Legal Description of District Boundaries
- 2. Listing of Parcels Within District
- 3. Boundary Map of District including Proposed Improvements and Uses
- 4. Map of Existing Uses and Conditions of Real Property in the District, including zoning
- ⑤ 5. List of Estimated Project Costs
- 6. Financing and Feasibility Plan
- 7. Resolution of Adoption by the City Council (draft)
- 8. Opinion of the City Attorney

I. INTRODUCTION

The Project Plan for the Tax Incremental District #3 City of Appleton is submitted to the Wisconsin Department of Revenue in compliance with Wisconsin Statutes, Chapter 66.46 (4) (f). The Project Plan describes the City's plans to use tax incremental financing to stimulate downtown and commercial development that will result in expansion of the property tax base and employment opportunities, and reduce blight in the Appleton downtown retail area. This plan includes all the information necessary for creation and implementation of Tax Incremental District #3.

Private and municipal planning efforts undertaken over the course of the past years have led to the creation of a plan for revitalization. The plan envisions a revitalized commercial district with the rehabilitation of older buildings and construction of new facilities on cleared sites. Furthermore, there is an effort to upgrade the entire streetscape and parking environment to make the targeted area a more attractive, vibrant, and interesting place to be.

The Legislature, in examining public works projects being carried out by cities, felt that an inequitable situation existed when the cost of public works improvements and development incentives were born by the City while the benefit from expansion of the tax base which is stimulated by such improvements extends beyond the City to all governmental units which share in that tax base. Furthermore, the Legislature found that vital and beneficial public purposes were being frustrated because of the lack of municipal incentives and financing resources.

As a result, the Legislature passed the Tax Increment Law in order to provide a mechanism for municipalities to undertake useful public projects which require significant public investment. The cost for such projects are recovered from the total tax revenues generated by new development. Most of these revenues would otherwise have been redistributed to other taxing entities.

When all project costs are paid off from newly generated tax increments, the law allows those tax revenues to finally be distributed in the ordinary fashion to the other tax paying entities. This provides a significant boost to the tax base of all entities.

Redevelopment and revitalization is an extremely important public objective. It promotes sound development patterns in a community, generates new jobs through the employment of people in retail establishments, enhances existing investment in public infrastructure needs, and promotes the creation of tax base which generates revenues for all of the public institutions serving the community. In addition, revitalization and

redevelopment serve to enhance the image of the community in order to improve the quality of life and make the City a more attractive place in which to live and work. With the successful development that will occur in the targeted area, additional business activity, construction jobs and the creation of new property tax base and jobs result.

The plan is submitted as a non-binding program of proposed capital projects which are economically feasible using tax increment financing. This plan does not represent a guarantee that the projects listed herein will be undertaken. Each individual project will be presented to the City Council and the appropriate boards and commissions for more detailed consideration based upon fiscal viability, municipal financial constraints, and community needs.

II. BOUNDARY DESCRIPTIONS, PARCEL DESCRIPTIONS AND ASSESSED VALUES OF TAX INCREMENTAL DISTRICT #3

Tax Incremental District #3 consists of the parcels listed in Exhibit No. 3.

The proposed district meets the following statutory requirements under Section 66.46 (4) (gm) 4.c

	<u>5% Limit</u>	<u>7% Limit</u>
Tax Incremental District No. 1:	\$ 40,653,400	\$ 89,822,900
Tax Incremental District No. 2:	959,200	5,010,100
Tax Incremental District No. 3:	16,411,969	16,411,969
	<u>\$ 58,024,549</u>	<u>\$ 111,244,949</u>
	=====	=====
Total 1/1/92 Eq. Value	\$2,062,564,200	\$2,062,564,200
	=====	=====
Percent	2.810%	5.394%
	=====	=====

Note: These are 1/1/92 values, subject to adjustment as of 1/1/93 creation date. Also, manufacturing property values are estimates as WDR has not reported 1/1/92 values of yet.

The parcels within the District are primarily blighted sites which have been vacant, under utilized, or not supportive of the identity and best use of the area.

III. EXISTING USES AND CONDITIONS OF REAL PROPERTY

The properties include a very diverse grouping of parcels. The land areas have been grouped into several sections for discussion purposes.

Section #1 - CENTRAL CITY/HOTEL AREA

This central city district consists of aged and blighted sites adjacent to a first-class hotel and convention facility. Opportunities for expansion can only succeed with site acquisition, demolition, and write-down to values comparable to vacant land on the outskirts of the urban area. In addition to previously demolished sites prepared in anticipation of redevelopment, there remains the potential for a convention or civic center, and funds are contingently included to provide for assistance if such a proposal materialize in the future and receives Common Council approval.

Section #2 - GOVERNMENT COMPLEX TRANSITION AREA

This district consists of a mix of new and "in-transition" government facilities which have the potential to be abandoned. Before these sites would change to private use, significant public infrastructure will be required to redevelop and/or prepare this area. In addition, significant surface parking may be replaced by a municipal ramp in the future, requiring public infrastructure effort to convert sites for private development. The variety of government and non-profit uses include county government, sheriff/jail, two church/school complexes, and a police station. Several facilities are in or facing a second generation function.

Section #3 - WEST AREA

The western portion of the proposed district includes several blighted sites encumbered by cross-section by a railroad line. The area is blighted with buildings needing demolition and their sites prepared for higher and better use. There is also a small parking structure and a variety of temporary surface parking. This area urgently requires the type of assistance contemplated by the TIF statutes.

Section #4 - ZWICKER SITE

The northwestern corner of the proposed district includes the Zwicker manufacturing site. Devalued in 1992 due to the plant's closing, this limited use facility will quickly degrade to a severely blighted site. There is also a variety of under utilized and exempt parcels within this area. The risk of under use or blighted conditions warrant the inclusion of these parcels.

Section #5 - GOVERNMENT CENTER

The eastern section of the proposed district includes several government facilities which may be relocating in the foreseeable

future. The City may be relocating out of its current building in 1993-94. That site will require preparation to properly and economically utilize that site for a purpose consistent with the Comprehensive Plan for downtown. In addition to the impact of vacating City Hall, this area includes a 50+ year old school administration building and a parking facility nearing condemnation. None of these sites can be viable sites for redevelopment without financial assistance.

Section #6 - EAST AREA

This area includes the Redevelopment Authority's "ARP #16", a blighted site, which has been partially cleared and acquired by the City to facilitate improved use and increased value. This site has been marketed for a variety of purposes, but will require public participation to prepare this area for redevelopment. Adjacent to this blighted area is a privately held senior center nearing the end of its functional life and an exempt senior housing high-rise (which is located next to the center).

IV. DESCRIPTION OF HOW CREATION OF TAX INCREMENT DISTRICT NUMBER THREE WILL PROMOTE ORDERLY DEVELOPMENT OF THE CITY OF APPLETON'S DOWNTOWN DISTRICT

The creation of Tax Increment District Number Three will promote orderly development of The City of Appleton's Downtown district in several critical ways. Its creation is the cornerstone to a phase of development anticipating the revitalization of several blighted and transitional areas.

The hotel district has become a magnet for specialty shops and night life activities consistent with hotel environs. The hotel expansion permitted by the construction of an adjacent parking structure, will promote continued revitalization. The alternative is stagnation. Although no immediate plans exist for a regional conference center, the possibilities are greatly improved by providing the additional parking and hotel facilities.

The two government facilities areas are relatively older sites within aging and blighted area. While project costs are not intended to construct new facilities, orderly redevelopment requires transformation of the abandoned site into marketable, usable projects for the private sector.

Orderly development requires the improved use of several sites within the East and West Areas of the district, and development of the many open spaces. These under utilized sites contribute to the blighted state of these areas. The City seeks to better use these core areas.

The Zwicker area is an "inner-city" manufacturing complex that is currently vacant. The City desires to encourage the use of this site for a healthy vibrant industrial zone.

V. KIND, NUMBER LOCATION, AND COST OF THE PROPOSED
PUBLIC WORKS AND IMPROVEMENTS WITH TID #3

The Project Plan contemplates six distinct project areas. Each component of the Project Plan will be contingent upon an adopted agreement with a qualified developer. Exhibit No. 5 clearly delineates project costs by area.

The City reserves the right to realign the sequence of project plan costs to adapt to development opportunities which arise in a year other than projected. Cost ceilings will remain.

Please refer to Exhibit No. 5 for details.

VI. ESTIMATED NON-PROJECT COSTS
ESTIMATED RELOCATION COSTS

No non-project costs, except administrative/planning expenses, have been paid prior to the District's creation date of January 1, 1993. Relocation payments are estimated as a part of the project plan to be approximately \$200,000 in each of the six project areas. Specific properties known at this time include properties in ARP #2 bordering Superior Street.

VII. ECONOMIC FEASIBILITY STUDY

Exhibit No. 6 comprises the Economic Feasibility Study for the City of Appleton's TID #3.

The proposed project in Area 1(a) is economically feasible predicated on the following assumptions:

1. Development value increments (i.e., added value attributable to combined land and improvement values) is guaranteed by the developer(s) in the amount of the increment projection.
2. The development costs of the projects will not proceed until a development agreement is secured with financially sound developer(s).
3. Inflation rate for real estate and taxable personal property exceeds 1/2 of 1 percent per year for the life of the District.

4. Assessed value property tax rate exceeds 2% for the life of the District.
5. No non-tax revenues accrue to the District for the life of the T.I.D. The City's Parking Utility and/or General Fund will advance (loan) sufficient funds to T.I.D. Number Three to meet the debt service obligations. The general fund will support the Utility's need to advance funds.
6. Project costs are detailed in Exhibit 5.
7. Annual interest rate for borrowed money is assumed to average 6.21% , increasing each year to provide for market risk.
8. The development agreement for area 1-A will provide for a minimum assessed value which will equal or exceed \$5,489,000.

Funding for Project areas 1B-6 will be by development contracts, and general obligation debt financing as necessary and approved by The Common Council. The City has substantial general obligation debt capacity for projects it chooses to finance.

VIII. DESCRIPTION OF METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS ARE INCURRED

The City of Appleton expects to finance the payment of project costs (contained in Exhibit 5) primarily from the sale of general obligation notes and bonds issued under Wisconsin Statutes, Chapter 67. City borrowing will be phased to coincide with need and refinancing schedules as necessary to properly manage the District's affairs.

IX. CONSISTENCY WITH THE ACTIVITIES IN TID #3 WITH THE CITY ZONING ORDINANCE AND BUILDING CODE, AND PROPOSED CHANGES TO THE ZONING ORDINANCES

The land within Tax Increment District #3 is primarily zoned C-4 Commercial district in the City of Appleton Zoning Ordinance. The City Zoning Ordinance requires that plans for construction of all new commercial or industrial buildings receive site plan approval from the City of Appleton. The City has exercised its site plan review authority in the past and intends to do so for all non-residential buildings constructed within TID #3. This project plan is consistent with the City of Appleton Zoning Ordinance.

TAX INCREMENT DISTRICT #3

LEGAL DESCRIPTION

Beginning at the northeast corner of Richmond and Packard Streets, thence east along the north line of Packard Street to the west line of Superior Street, thence north along said west line to within 95.3 ft. of the south line of Atlantic Street, thence east and parallel with Atlantic Street to the east line of Appleton Street, thence south along said line to the north line of Pacific Street, thence east on said line following the curvature of Pacific Street which turns into Oneida Street. Thence following the west line of Oneida Street to the south line of Atlantic Street, thence east along said line to the east line of Oneida Street, thence south along said line to the northeast line of the Fox River Valley Railroad (FRVR). Thence northeast along said line to the east line of Morrison Street, thence south on said line to the south line of Harris Street, thence west on said line to the east line of Oneida Street, thence south on said line to 106.45 ft. south of Franklin Street. Thence east parallel to Franklin Street 86.13 ft., thence north parallel to Oneida Street 166.45 ft. to the north line of Franklin Street, thence east on said line to the east line of Morrison Street, thence south on said line to the north line of Washington Street, thence east along said line to the east line of Durkee Street, thence south on said line 272.34 ft. to the south line of Johnston Street extended, thence west on said line to within 63.24 ft. of Morrison Street, thence north 180 ft., thence west 63.24 ft. to the east line of Morrison Street, thence north along said line to the

EXHIBIT 1

south line of Washington Street, thence west along said line to the east line of Appleton Street, thence south along said line 166.17 ft., thence west and parallel with Washington Street 380.2 ft. to the east line of Superior Street, thence south on said line to the south line of West College Avenue, thence west along said line 419.93 ft., thence south approximately 390 ft. to the south line of Lawrence Street, thence east on said line approximately 230 ft. to the west line of Jones Park, thence generally south along the westerly edge of Jones Park to the northeast line of Seventh Street, thence southwest on said line approximately 150 ft. to the south line of Seventh Street, thence west on said line approximately 30 ft., thence south 136.15 ft., thence generally northeast 7.95 ft., thence southeast approximately 118 ft. to the north line of Sixth Street, thence south 64 ft. to the south line of Sixth Street, thence west along said line approximately 500 ft. to within 120 ft. east of Walnut Street, thence south and parallel with Walnut Street 180.6 ft., thence west 120 ft. to the east line of Walnut Street, thence south 125.2 ft. to the south line of Fifth Street, thence west on said line 224 ft., thence north 120.4 ft., thence east 18 ft., thence north 184.4 ft. to the north line of Sixth Street, thence east along said line 20 ft., thence north 180.15 ft., thence east 41 ft., thence north 60.05 ft. to the south line of Seventh Street, thence west along said line 281 ft. to the east line of State Street, thence south along said line 124.10 ft., thence west 197.78 ft., thence north 124.10 ft. to the south line of Seventh Street, thence west along said line 304 ft. to the west line of Memorial Drive, thence north along said line to the north line of Eighth Street, thence east along said line to the west line of State Street, thence north on said line to the north line of Lawrence Street, thence east on said line 317.78 ft., thence south 180 ft., thence east 120 ft. to the west line of Walnut Street, thence north on

EXHIBIT 1

said line to the south line of West College Avenue, thence east along said line 173.78 ft., thence north 216 ft. to the south line of the alley, thence west along said line that becomes the south line of Johnston Street to the west line of State Street, thence north along said line to the northeast line of the Fox River Valley Railroad, thence southwest along said line 262.24 ft., thence north 38.77 ft., thence west 90 ft., thence north 60 ft., thence west 196 ft. to the west line of Richmond Street, thence north along said line to the south line of Harris Street, thence west on said line 112 ft., thence north 149.75 ft., thence west 62 ft., thence north 130 ft. to the south line of Packard Street, thence east along said line 54 ft., thence north 120 ft., thence east 120 ft. to the west line of Richmond Street, thence south along said line 60 ft. to the north line of Packard Street, thence east along said line 66 ft. to the northeast corner of Richmond and Packard Streets, which is also the point of beginning, less and excepting the following descriptions:

Area #1: Beginning at the northwest corner of Franklin and Washington Streets, thence east along the north line of Franklin Street approximately 474 ft., thence north approximately 435 ft., thence west 301.5 ft., thence north approximately 40 ft., thence west 180.62 ft. to the west line of State Street, thence south along said line to the point of beginning.

Area #2: Beginning at the northwest corner of Washington and Superior Streets, thence west on the north line of Superior Street 160 ft., thence north 332.78 ft. to the south line of Franklin Street, thence east on said line 160 ft. to the west line of Superior Street, thence south 332.78 ft. to the point of beginning.

Area #3: Beginning at the northwest corner of Franklin and Appleton Streets, thence west on the north line of Franklin Street 135 ft. to the east line of Union Place, thence north on said line 110 ft., thence east 135 ft. to the west line of Appleton Street, thence south on said line to the point of beginning.

Area #4: Beginning at the northwest corner of North Oneida and Harris Streets, thence west along the north line of Harris Street 144.65 ft., thence north 105 ft., thence east 44.48 ft., thence south 15 ft., thence east 100.17 ft. to the west line of North Oneida Street, thence south to the point of beginning.

CITY OF APPLETON
TAX INCREMENT DISTRICT NO. 3
LISTING OF PARCEL NUMBERS

EXHIBIT 2

15-Sep-92

01:04 PM

REAL EST. PARCEL NO.	PERSONAL PROPERTY PARCEL NO.	OWNER	AREA	LAND	IMPROV.	TOTAL	ZONING	TID # 1?	PERSONAL PROPERTY VALUE
31 2 92 -00	31- 2 2578 -00	Mc Gregor's	1			0	C-4	2 1	18,000
31 2 92 -00	31- 2 2280 -00	Pethan, Gregory	1	20,700	28,300	47,000	C-4	2 1	810
31 2 92 -01		Koutnik, William	1	18,300	21,400	37,700	C-4	2 1	
31 2 93 -00		Pendergast, Marcella	1	40,800	99,900	140,700	C-4	2 1	
31 2 94 -00		Province of St. Joseph	2			0	C-4	9 1	
31 2 95 -00		Pendergast, Marcella	1	39,400	2,800	42,200	C-4	2 1	
31 2 113 -00		St Joseph Cong.	2			0	C-4	9 1	
31 2 118 -00		St Joseph Cong.	2			0	R-3	9 0	
31 2 121 -00		St Joseph Cong.	2			0	R-3	9 1	
31 2 122 -00		St Joseph Cong.	2			0	R-3	9 1	
31 2 123 -00		St Joseph Cong.	2			0	R-3	9 1	
31 2 124 -00		St Joseph Cong.	2			0	R-3	9 1	
31 2 125 -00		St Joseph Cong.	2			0	R-3	9 0	
31 2 126 -00		St Joseph Cong.	2			0	R-3	9 0	
31 2 187 -00		Outagamie County	2			0	R-2	9 0	
31 2 188 -00		Kolitsch, Dorothy	2	5,800	42,800	48,400	R-2	2 0	
31 2 189 -00		Baumruk, Roy	2	10,300	49,000	59,300	R-2	2 0	
31 2 190 -00		Outagamie County	2			0	R-2	9 0	
31 2 220 -00		Outagamie County	2			0	R-3	9 0	
31 2 230 -00		City of Appleton Pk Lot	1			0	C-4	9 1	
31 2 231 -00		City of Appleton Pk Lot	1			0	C-4	9 1	
31 2 232 -00		Paper Valley-Lease	1	44,400		44,400	C-4	2 1	
31 2 233 -00	31- 2 1212 -00	Evans, Stephen	1	57,700	281,800	339,500	C-4	2 1	59,080
31 2 233 -01		Rusky, Jennie	1	34,100	28,800	62,900	C-4	2 1	
31 2 234 -00		City of Appleton Pk Lot	1			0	C-4	9 1	
31 2 235 -00	31- 2 4310 -00	Viking Building Associa	1	70,600	63,900	134,500	C-4	2 1	110
31 2 236 -00	31- 2 4320 -00	Viking Building Associa	1	85,200	180,400	265,600	C-4	2 1	3,340
31 2 237 -00		Redevelopment Authori	1			0	C-4	9 1	
31 2 238 -00		Redevelopment Authori	1			0	C-4	9 1	
31 2 239 -00		Redevelopment Authori	1			0	C-4	9 1	
31 2 240 -00		Redevelopment Authori	1			0	C-4	9 1	
31 2 241 -00	31- 2 740 -00	Berner, Kenneth	1	31,200	43,300	74,500	C-4	2 1	6,050
31 2 242 -00	31- 2 3880 -00	Berner, Kenneth	1	24,000	44,400	68,400	C-4	2 1	2,160
31 2 243 -00	31- 2 3048 -00	McCarrell, Charles	1			0	C-4	2 1	74,000
31 2 243 -00	31- 2 1358 -70	McCarrell, Charles	1			0	C-4	2 1	20,000
31 2 243 -00	31- 2 1342 -00	McCarrell, Charles	1			0	C-4	2 1	50,000
31 2 243 -00	31- 2 2484 -00	McCarrell, Charles	1			0	C-4	2 1	4,000
31 2 243 -00	31- 2 1025 -05	McCarrell, Charles	1	183,400	498,300	659,700	C-4	2 1	7,940
31 2 248 -00	31- 2 1913 -00	Pearlman, Shirley	1	28,500	58,500	87,000	C-4	2 1	2,150
31 2 249 -00		Cohen Family	1	34,000	65,100	99,100	C-4	2 1	
31 2 250 -00		Paper Valley(Penneys)	1	124,900	95,100	220,000	C-4	2 1	
31 2 251 -00	31- 2 134 -50	Wisconsin Bell	5	20,800	168,800	189,600	C-4	2 1	1,960
31 2 253 -00		Bank One	5	354,700	175,900	530,600	C-4	2 1	
31 2 302 -00		Appleton Gallery of Arts	5			0	C-4	9 0	
31 2 305 -00		Graphic Communicatio	5	79,800	99,600	179,200	C-4	3 0	49,694
31 2 307 -00		Miller, O'Dwyer	5	14,800	23,900	38,700	C-4	1 0	
31 2 308 -00		Magie Color	5	20,800	19,800	40,600	C-4	2 0	
31 2 309 -00		Magie Color	5	31,500	49,900	81,400	C-4	1 0	
31 2 310 -00		Magie Color	5	21,200	46,800	68,000	C-4	2 0	
31 2 311 -00	31- 2 760 -00	Brouillard, Robert	5	21,200	57,300	78,500	C-4	2 0	510
31 2 387 -00		City of Appleton Pk Lot	5			0	C-4	9 1	
31 2 393 -00	31- 2 3128 -49	City of Appleton Transit	5			0	C-4	9 1	1,000
31 2 397 -00		City of Appleton Library	5			0	C-4	9 1	
31 2 398 -00		City of Appleton City H	5			0	C-4	9 1	
31 2 404 -00	31- 2 2792 -51	Mongo s	5	140,400	134,600	275,000	C-4	2 0	39,280
31 2 405 -00	31- 2 4480 -00	Zuelzke, Donald	5	15,200	79,800	95,000	C-4	2 1	540
31 2 405 -00	31- 2 1442 -32	Zuelzke, Donald	5			0	C-4	2 1	150
31 2 406 -00		AAL	5	517,700	50,000	587,700	C-4	2 1	
31 2 408 -00		Wisconsin Baptist Chur	5			0	C-4	9 1	
31 2 417 -00	31- 2 3478 -00	Jochman, Lisa	5	24,100	75,900	100,000	C-4	2 1	18,620
31 2 418 -00	31- 2 2160 -02	Karras, Nicholas	5	27,400	98,600	124,000	C-4	2 1	18,000
31 2 419 -01		FRVR	1			0	C-4	9 0	
31 2 419 -00		Otte, Dorothy	5	41,600	73,400	115,000	C-4	2 1	
31 2 424 -00		AAL	1	178,200	20,000	198,200	C-4	2 0	
31 2 426 -00		AAL	1	108,400	5,000	111,400	C-4	2 0	
31 2 430 -06		Kolosso, Jerome	1	44,400	103,800	148,200	C-4	2 0	
31 2 430 -02	31- 2 2260 -00	Hoersch, Robert	1	45,200	44,300	89,500	C-4	2 0	6,000
31 2 431 -00		Valley Packaging Ind.	5			0	C-4	9 0	

CITY OF APPLETON
TAX INCREMENT DISTRICT NO. 3
LISTING OF PARCEL NUMBERS

EXHIBIT 2

15-Sep-92

01:04 PM

REAL EST. PARCEL NO.	PERSONAL PROPERTY PARCEL NO.	OWNER	AREA	ASSESSED VALUE 1/1/92 LAND IMPROV.	TOTAL	ZONING	CODE	TID # 17	PERSONAL PROPERTY VALUE
31 2 432 -00		Mitchell, Robert	5	15,900	15,900	C-4	2	0	
31 2 433 -00		Milhaupt, Nicholas	5	37,500	40,100	77,600	C-4	2	0
31 2 434 -00		Bouwer, Gilbert	5	15,000	15,000	C-4	2	0	
31 2 435 -00		Bouwer, Gilbert	5	33,400	83,200	98,600	C-4	2	0
31 2 436 -00		Junior Achievement	5		0	C-4	9	0	
31 2 437 -00		Medical Arts Bldg	5	11,300	11,300	C-4	2	0	
31 2 438 -00		Church of Hmong Allia	5		0	C-4	9	0	
31 2 439 -00		Church of Hmong Allia	5		0	C-4	9	0	
31 2 440 -00		Church of Hmong Allia	5		0	C-4	9	0	
31 2 441 -00		Medical Arts Clinic	5	74,000	74,000	C-4	2	0	
31 2 443 -00		Medical Arts Bldg	5	29,800	2,300	32,100	C-4	2	0
31 2 488 -02		Bank One	6	43,800	43,800	C-4	2	0	
31 2 488 -01		Thomson News (1)	5	60,100	109,800	169,900	C-4	3	0
31 2 489 -00		Bank One	6	27,500	27,500	C-4	2	0	
31 2 490 -00		Zuleger, Robert	6	15,900	15,900	C-4	2	0	
31 2 491 -00		Zuleger, Robert	6	28,700	43,600	72,300	C-4	2	0
31 2 492 -00	31- 2 1083 -00	Myse, Gordon	6		0	C-4	2	0	12,000
31 2 492 -00	31- 2 508 -00	Myse, Gordon	6	32,800	107,900	140,700	C-4	2	0
31 2 493 -00	31- 2 2130 -00	Corombos, Everett	6	37,300	41,300	78,600	C-4	2	0
31 2 494 -00		Corombos, Everett	6	27,100	8,600	33,700	C-4	2	0
31 2 498 -00		Thomson News (1)	6	154,400	154,400	C-4	3	0	
31 2 528 -00		Appleton Area School	5		0	R-3	9	0	
31 2 529 -00		Lasalle Clinic of Wis	5	82,700	8,300	91,000	C-4	2	0
31 2 530 -00		Wilson, Alan	5	48,800	51,400	98,200	C-4	2	0
31 2 532 -00		Vision Clinic Bld	5	38,900	148,900	183,800	C-4	2	0
31 2 533 -00		Boylan, James	5	15,200	19,000	34,200	C-4	2	0
31 2 534 -00		Medical Arts Clinic SC	5	17,100	17,100	C-4	2	0	
31 2 587 -00		Appleton Area School	5		0	C-2	9	0	
31 2 588 -00		Appleton Area School	5		0	C-2	9	0	
31 2 589 -00		Popp, Donna	5	8,300	23,500	29,800	C-2	1	0
31 2 591 -00		Kloes, Helen	5	10,200	18,200	28,400	C-2	2	0
31 2 592 -00	31- 2 940 -01	Zimmerman, John	5	19,300	40,900	60,200	C-2	2	0
31 2 593 -00		Salvation Army	5		0	C-2	9	0	2,260
31 2 594 -00		Salvation Army	5		0	C-2	9	0	
31 2 595 -00		Salvation Army	5		0	M-1	9	0	
31 2 596 -00		Salvation Army	5		0	C-2	9	0	
31 2 597 -00		Salvation Army	5		0	C-2	9	0	
31 2 598 -00		Kloes, Helen	5	5,900	31,300	37,200	C-2	1	0
31 2 599 -00	31- 2 1631 -00	Greyhound Lines	5	38,400	50,500	88,900	C-2	2	0
31 2 601 -00	31- 2 4118 -50	Richeson, Jack	5	70,900	77,800	148,700	C-4	2	0
31 2 604 -00	31- 2 150 -00	Housing Authority	6		0	R-4	9	0	830
31 2 606 -00		Housing Authority	6		0	C-4	9	0	28,110
31 2 607 -00		Housing Authority	6		0	C-4	9	0	180
31 2 608 -00		Appleton Golden Age	6		0	C-4	9	0	
31 2 609 -00		Appleton Golden Age	6		0	C-4	9	0	
31 2 610 -00		Appleton Golden Age	6		0	C-4	9	0	
31 2 611 -00		Appleton Golden Age	6		0	C-4	9	0	
31 2 612 -00		Appleton Golden Age	6		0	C-4	9	0	
31 2 614 -00	31- 2 1095 -00	Zimmerman, Robert	6	5,600	38,200	43,800	C-4	2	0
31 2 615 -00		Schumacher, Margaret	6	3,000	27,000	30,000	C-4	1	0
31 2 616 -00		Joosten, Gary	6	8,600	41,300	47,900	C-4	1	0
31 2 617 -00		Dorschner, Patrice	6	8,600	41,700	50,300	C-4	1	0
31 2 618 -00		Deeg, Gary	6	8,700	3,500	12,200	C-4	1	0
31 2 619 -00		Minten, Daniel	6	8,400	30,200	38,600	C-4	1	0
31 2 620 -00		Hensel, James	6	10,100	25,300	35,400	C-4	1	0
31 2 621 -00	31- 2 3123 -00	Roubal, John	6	20,500	24,700	45,200	C-4	2	0
31 2 622 -00		Roubal, John	6	18,400	18,400	C-4	2	0	700
31 2 623 -00	31- 2 749 -00	Custom Printing Inc.	6	12,500	47,200	59,700	C-4	2	0
31 2 624 -00		Redevelopment Authori	6		0	C-4	9	0	1,105
31 2 628 -00		Hopiensperger, Carol	6	8,600	39,200	45,800	C-4	2	0
31 2 629 -00		Michel, Mark	6	8,800	19,300	28,100	C-4	1	0
31 2 630 -00		AAL	6	10,600	10,600	C-4	2	0	
31 2 631 -00		AAL	6	31,700	112,100	143,800	C-4	2	0
31 2 637 -00		Redevelopment Authori	6		0	C-4	9	0	
31 2 640 -00		Wisconsin Telephone	6		0	C-4	9	0	
31 2 641 -00		VanLieshout, Thomas	6	44,800	172,200	217,000	C-4	2	0
31 2 642 -00		McElroy, John	6	5,800	5,800	C-4	1	0	
31 2 643 -00		Brennan, William Jr	6	13,500	30,500	44,000	R-1	1	0

CITY OF APPLETON
TAX INCREMENT DISTRICT NO. 3
LISTING OF PARCEL NUMBERS

EXHIBIT 2

15-Sep-92

01:04 PM

REAL EST. PARCEL NO.	PERSONAL PROPERTY PARCEL NO.	OWNER	AREA	LAND	IMPROV.	TOTAL	ZONING	CODE	TID # 17	PERSONAL PROPERTY VALUE
31 2 844 -00		Van Zimmeren, Floren	8	10,500	34,500	45,000	C-4	1	0	
31 2 845 -00		AAL	8	148,400		148,400	C-4	2	0	
31 2 848 -00		Wiegand, Earl	8	4,800	19,300	24,100	C-4	1	0	
31 2 849 -00		McElroy, John	8	5,900	19,900	25,800	C-4	1	0	
31 2 850 -00		McElroy, John	8	15,700	23,700	39,400	C-4	1	0	
31 2 850 -01		McElroy, John	8	9,800		9,800	C-4	2	0	
31 2 718 -00		Williams, Roger	8	3,900	28,600	30,500	R-2	1	0	
31 2 717 -00		Drewe, Richard	8	3,900	28,900	32,800	R-2	1	0	
31 2 718 -00		Binefeld, Edward	8	8,800	18,900	25,700	R-2	1	0	
31 2 719 -00		Wittman, Richard	8	5,900	28,500	34,400	R-2	1	0	
31 2 720 -00		Wittman, Richard	8	3,700	31,400	35,100	R-2	1	0	
31 2 721 -00		Michel, Mark	8	8,300	45,000	51,300	R-2	2	0	
31 2 722 -00		Hansen, Clark	8	7,900	21,900	29,800	R-2	1	0	
31 2 724 -00		Warde, Kenneth	8	7,000	18,900	25,900	R-2	1	0	
31 2 725 -00		Stilp, William	8	5,200	19,700	24,900	R-2	1	0	
31 2 726 -00		Kneip, Christopher	8	8,900	33,600	40,500	R-2	1	0	
31 2 795 -01		Gibson, William	8	24,800	5,200	30,000	C-4	2	0	
31 3 654 -00		Blob, David	2	5,700	31,200	38,900	R-2	1	0	
31 3 656 -00		Outagamie County	2			0	R-2	9	0	
31 3 668 -00		Outagamie County	2			0	R-2	9	0	
31 3 677 -00		Outagamie County	2			0	R-2	9	0	
31 3 678 -00		Casa Clare, Inc.	2			0	R-3	9	0	
31 3 679 -00		Outagamie County	2			0	R-2	9	0	
31 3 680 -00		Outagamie County	2			0	R-3	9	0	
31 3 687 -00		Kemps, Don	2	8,400	61,400	69,800	R-2	1	0	
31 3 688 -00		Ferzoco, Perry	2	8,400	65,200	73,600	R-3	1	0	
31 3 689 -00		Barkett, John	2	8,400	42,100	50,500	R-2	1	0	
31 3 690 -00		Hensel, James	2	8,200	33,400	39,600	R-3	1	0	
31 3 691 -00		Konz, R.	2	3,300	27,300	30,600	R-2	1	0	
31 3 703 -00		St Mary's Congregation	2			0	R-3	9	0	
31 3 808 -00	31- 3 1478 -00	St Mary's Congregation	2			0	R-2	9	0	2,470
31 3 814 -00		St Mary's Congregation	2			0	R-2	9	0	
31 3 818 -00		St Mary's Congregation	2			0	C-O	9	0	
31 3 817 -00		Konz, Daniel	2	8,100	39,600	47,700	C-O	1	0	
31 3 818 -00		Dohr, Robert	2	8,100	32,700	40,800	C-O	1	0	
31 3 819 -00		Kessler, Ruth	2	8,100	47,900	58,000	C-O	1	0	
31 3 821 -00		Laux, Mark	2	8,100	43,500	51,600	C-O	1	0	
31 3 822 -00		Blessing, Joseph	2	8,100	49,200	57,300	C-O	1	0	
31 3 823 -00		Tretlin, Rosemary	2	8,100	50,800	58,700	C-O	1	0	
31 3 825 -00		St Mary's Congregation	2			0	R-2	9	0	
31 3 826 -00		St Mary's Congregation	2			0	C-O	9	0	
31 3 827 -00		Outagamie County	2			0	R-3	9	0	
31 3 834 -00		Outagamie County	2			0	R-2	9	0	
31 3 835 -00		O'Leary, Margaret	2	10,500	49,500	60,000	R-2	1	0	
31 3 839 -00		St Joseph Cong.	2			0	R-3	9	0	
31 3 840 -00		City of Appleton Police	2			0	C-4	9	0	
31 3 840 -01		Hebeler, Joseph	2	7,100	38,200	43,300	R-3	1	0	
31 3 841 -00		City of Appleton Police	2			0	R-3	9	0	
31 3 848 -00		City of Appleton Police	2			0	R-3	9	0	
31 3 850 -00		Pyszora, Peter	2	13,800	28,800	42,600	C-2	1	0	
31 3 851 -00	31- 3 320 -00	Chamber of Commerce	2	58,200	201,800	280,000	C-2	2	0	130,750
31 3 855 -00	31- 3 1093 -50	Norwest Bank of Wisco	2	222,500	263,600	488,200	C-4	2	0	14,870
31 3 859 -00		Butler, Thomas	2	9,800	31,300	41,200	C-4	1	0	
31 3 861 -00		Vandyke, Almyra	2	9,800	48,200	58,100	R-3	1	0	
31 3 862 -00	31- 3 197 -00	May, John	2	20,800	64,000	84,800	C-2	2	0	24,210
31 3 1023 -00	31- 3 970 -00	Chudacoff, Mollie	1			0	C-4	2	1	3,900
31 3 1023 -00	31- 3 120 -00	Chudacoff, Mollie	1	51,800	173,000	224,800	C-4	2	1	7,000
31 3 1025 -00	31- 3 620 -00	Slezak, Rental Inc.	1	24,500	40,500	65,000	C-4	2	1	350
31 3 1027 -00	31- 3 597 -00	Gill, James	1	49,000	130,700	179,700	C-4	2	1	45,710
31 3 1028 -00	31- 3 833 -00	Trochell, John	1	25,600	90,800	118,400	C-4	2	1	900
31 3 1029 -00	31- 3 340 -00	Vanderloop, Robert	1	23,500	58,200	79,700	C-4	2	1	1,220
31 3 1030 -00	31- 3 1178 -00	Christensen	1	24,500	73,700	98,200	C-4	2	1	5,520
31 3 1031 -00	31- 3 649 -00	Moderson, Goldine	1	24,500	57,800	82,300	C-4	2	1	3,000
31 3 1032 -00	31- 3 978 -00	St Joseph Cong.	1	24,500	25,500	50,000	C-4	2	1	1,070
31 3 1033 -00	31- 3 820 -00	Kafura, John	1			0	C-4	2	1	8,000
31 3 1033 -00	31- 3 820 -00	Kafura, John	1	44,100	23,000	67,100	C-4	2	1	520
31 3 1034 -00		Cousins Submarines	1	24,500		24,500	C-4	2	1	
31 3 1035 -00		Cousins Submarines	1	28,500		28,500	C-4	2	1	

CITY OF APPLETON
TAX INCREMENT DISTRICT NO. 3
LISTING OF PARCEL NUMBERS

EXHIBIT 2

15-Sep-92

01:04 PM

REAL EST.	PERSONAL			ASSESSED VALUE 1/1/92			CODE	PERSONAL
PARCEL NO.	PROPERTY	PARCEL NO.	OWNER	AREA	LAND	IMPROV.	TID	PROPERTY
							# 17	VALUE
31 3 1036 -00			St Joseph Cong.	2			9 1	
31 3 1037 -00			St Joseph Cong.	2			9 1	
31 3 1038 -00			St Joseph Cong.	2			9 1	
31 3 1039 -00			St Joseph Cong.	2			9 1	
31 3 1041 -00			St Joseph Cong.	2			9 1	
31 3 1042 -01			St Joseph Cong.	2			9 1	
31 3 1042 -00			St Joseph Cong.	2			9 1	
31 5 1044 -00			City of Appleton Pk Ra	3			9 1	
31 5 1044 -01			Appleton Water Dept.	3			9 1	
31 5 1047 -00	31- 5 1420 -00		Livingston, Ira	3	25,900	43,800	2 1	160
31 5 1048 -00	31- 5 1060 -00		Chudacoff, Mollie	3	48,100	52,600	2 1	770
31 5 1049 -00	31- 5 1574 -02		College Ave. Associate	3			2 1	10,830
31 5 1049 -00	31- 5 1601 -00		College Ave. Associate	3			2 1	30,000
31 5 1049 -00	31- 5 2112 -00		College Ave. Associate	3			2 1	10,800
31 5 1049 -00	31- 5 115 -00		College Ave. Associate	3	49,100	144,500	2 1	1,500
31 5 1050 -00	31- 5 570 -00		Chudacoff, Mollie	3	38,900	48,800	2 1	950
31 5 1051 -00			Bin Ti Yao Tyan	3	25,900		2 1	
31 5 1053 -00			City of Appleton Pk Ra	3			9 1	
31 5 1056 -00			City of Appleton Pk Lot	3			9 1	
31 5 1071 -00			Flanagan, Patrick	3	26,300	1,000	2 0	
31 5 1072 -00			Flanagan, Patrick	3	48,100	1,000	2 0	
31 5 1072 -01			City of Appleton Water	3			9 0	
31 5 1073 -00			City of Appleton Water	3			9 0	
31 5 1074 -00			Wisconsin Electric	3			9 0	
31 5 1075 -02	31- 5 780 -00		Hahnemann	3	33,300	68,100	2 0	7,630
31 5 1075 -00			Good Housekeeping(2)	3	13,800	70,400	2 0	
31 5 1076 -00	31- 5 1072 -00		Kilman, David	3	23,800	24,000	2 0	4,000
31 5 1077 -00			Van Dyke, Laura	3	7,100	23,800	1 0	
31 5 1078 -00			Schroeder, Michael	3	13,700	58,100	1 0	
31 5 1079 -00			Wettengels, Partnershi	3	8,100	20,800	1 0	
31 5 1080 -00			Feavel, John	3	11,900	33,400	1 0	
31 5 1081 -00			Casperson, Ronald	3	8,000	39,000	1 0	
31 5 1089 -00			Scheibe, Daniel	4	6,200	18,800	1 0	
31 5 1089 -01			Krueger, Edward	4	6,300	18,700	1 0	
31 5 1090 -00			U.S. Post Office	4			9 0	
31 5 1100 -00	31- 5 2875 -00		Zwicker Mills(1)	4	247,900	908,800	3 0	0
31 5 1107 -00			Zwicker Mills(1)	4	65,500	58,800	3 0	0
31 5 1115 -00			Reimer, Theresa	4	8,500	17,300	1 0	
31 5 1116 -00			Knoll, Elsie	4	10,100	14,800	1 0	
31 5 1121 -00			Spaay, Adelle	4	6,400	35,400	1 0	
31 5 1126 -00			Jahnke, Fredrick	3	8,000		1 0	
31 5 1127 -00			Jahnke, Fredrick	3	3,700	22,500	1 0	
31 5 1128 -00			Day, John	3	8,400	30,600	1 0	
31 5 1129 -00			Wegenke, Mae	3	5,600	32,600	1 0	
31 5 1130 -00			Petit, Victor	3	5,600	33,600	1 0	
31 5 1131 -00			Butler, Florence	3	6,900	29,800	1 0	
31 5 1132 -00			Culligan, Bruce	3	7,100	30,100	1 0	
31 5 1133 -00			Roloff, Harold	3	8,900	16,400	1 0	
31 5 1134 -00			Adrian, Annette	3	5,200	22,900	1 0	
31 5 1135 -00			Kloes, Eugene	3	7,400	39,200	1 0	
31 5 1138 -00			Belling, Joseph	3	6,600	22,300	1 0	
31 5 1138 -01			U.S. Sprint	3			9 0	
31 5 1138 -00			Pfefferle	3	97,400		2 0	
31 5 1139 -00	31- 5 653 -00		Consolidated Stations	3	68,400	47,600	2 0	3,110
31 5 1141 -00			Randerson, Donald	3	4,200	17,100	1 0	
31 5 1142 -00			Balthazor, Gretchen	3	4,200	21,600	1 0	
31 5 1143 -00			Rabideau, Francine	3	3,800	16,500	1 0	
31 5 1144 -00	31- 5 40 -70		Christman, Joseph	3	9,200	25,700	1 0	2,810
31 5 1145 -00			Schroeder, Kelth	3	3,000	22,200	1 0	
31 5 1146 -00			Christman, James	3	3,000	21,900	1 0	
31 5 1147 -00			Hensel, James	3	28,000	28,800	2 0	
31 5 1148 -01			Anderson, Harry	3	11,000	23,500	2 0	
31 5 1148 -00			Huebner, Fredrick	3	37,900	68,400	2 0	
31 5 1149 -00			Heinrich, Gertrude	3	5,300	27,200	1 0	
31 5 1150 -01			Heinrich, Gertrude	3	5,300		2 0	
31 5 1150 -00			Richmond Car Wash, L	3	54,000	12,300	2 0	
31 5 1155 -00	31- 5 1790 -00		Richmond Car Wash, L	3	118,800	115,300	2 0	76,970
31 5 1234 -00			VFW Post 2778	4	84,800	9,000	2 0	

CITY OF APPLETON
TAX INCREMENT DISTRICT NO. 3
LISTING OF PARCEL NUMBERS

EXHIBIT 2

15-Sep-92

01:04 PM

REAL EST. PARCEL NO.	PERSONAL PROPERTY PARCEL NO.	OWNER	AREA	ASSESSED VALUE 1/1/92 LAND	IMPROV.	TOTAL	ZONING	CODE	TID # 1?	PERSONAL PROPERTY VALUE
31 5 1238 -00		VFW Post 2778	4	37,700	5,100	42,800	C-2	2	0	
31 5 1238 -00		Walker, Thomas	4	5,200	38,500	41,700	R-2	1	0	
31 5 1283 -00	31- 5 2170 -00	VFW Post 2778	4	11,500	44,400	55,900	C-2	2	0	3,480
31 5 1921 -00		Good Housekeeping S	3	400		400	C-4	2	0	
31 5 2228 -02		City of Appleton Pk Lot	3			0	C-4	9	1	
31 5 2228 -01		Grishaber/Joseph & Eu	3	21,300	17,300	38,600	C-4	2	0	
31 5 2228 -04		Partnership (500)	3	10,900		10,900	C-4	2	0	
31 5 2228 -03		Appleton Water Dept.	3			0	C-4	9	1	
31 5 2228 -00		FRVR	3	4,500		4,500	M-2	2	0	
TOTAL				6,243,200	9,297,000	15,540,200			80	871,749
COUNT:			269	173	152	269	269	269	269	

(1) - Manufacturing values are estimates; Zwicker is left at '0'.

(2) - Land value was lowered during 1992 due to contaminated soil.

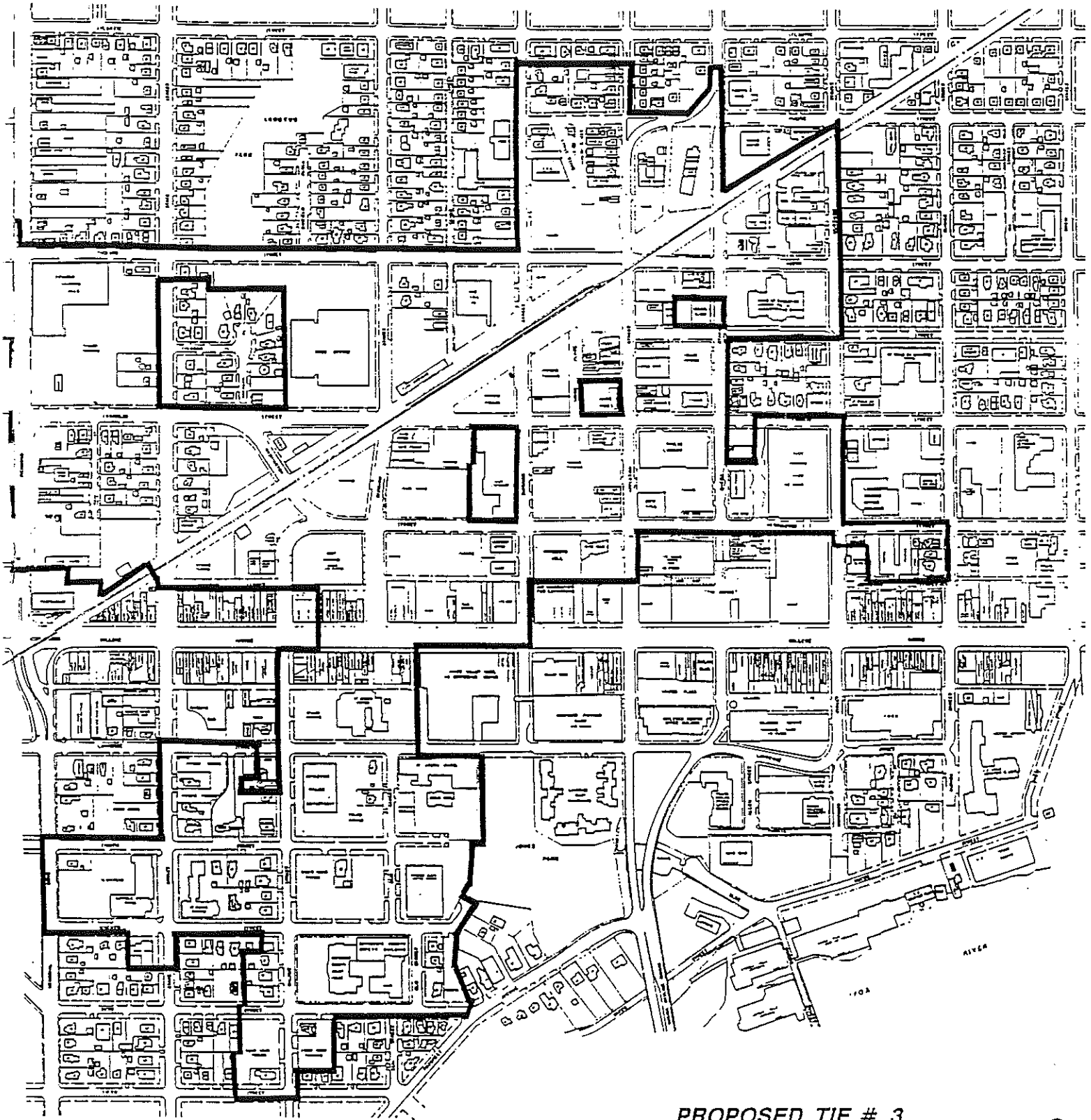
18,411,949

98 117 5,958,810

CITY OF APPLETON, WISCONSIN

EXHIBIT 3

CENTRAL BUSINESS DISTRICT & ENVIRONS

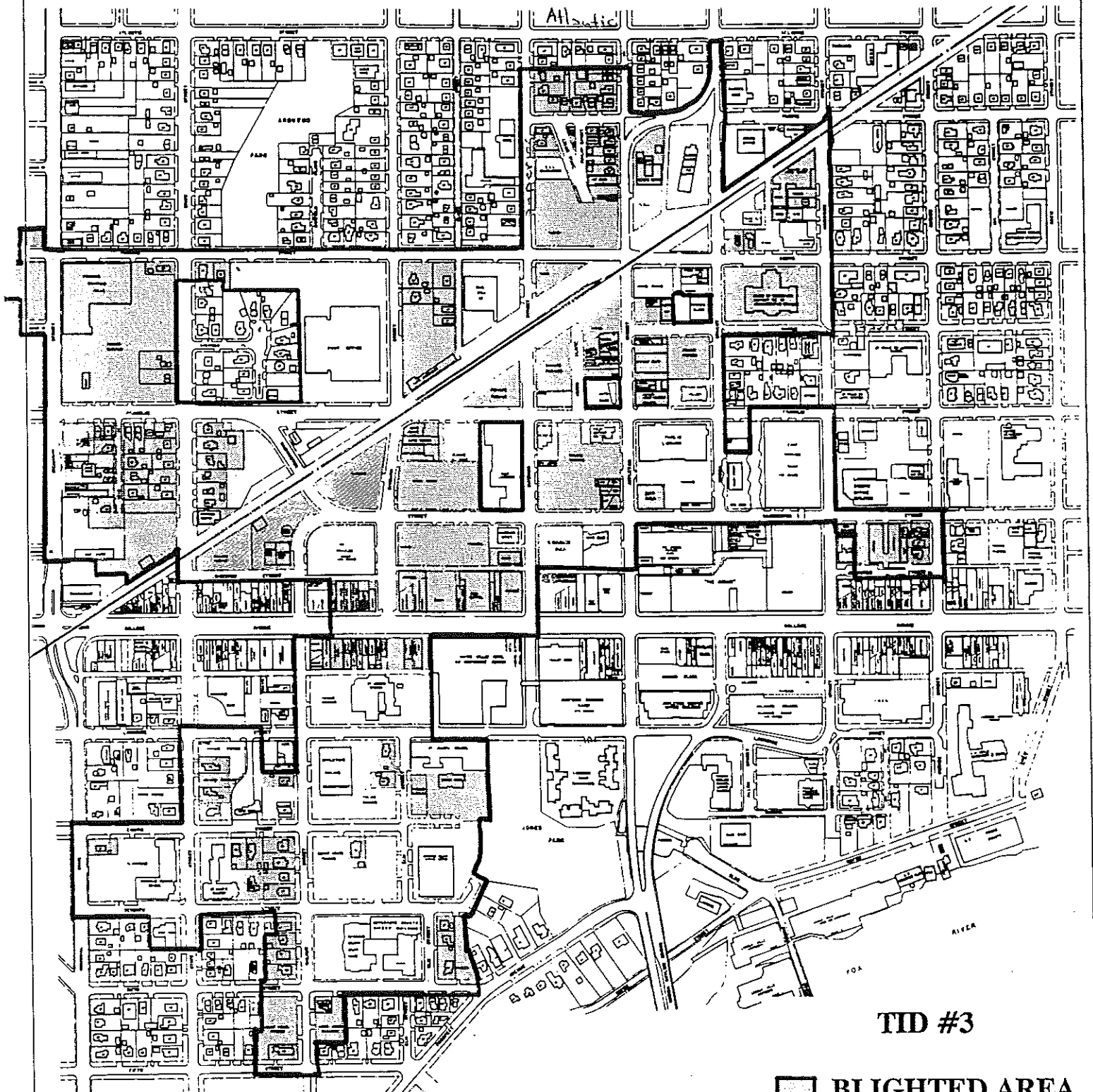


PROPOSED TIF # 3



CITY OF APPLETON, WISCONSIN
CENTRAL BUSINESS DISTRICT & ENVIRONS

EXHIBIT 4



TID #3

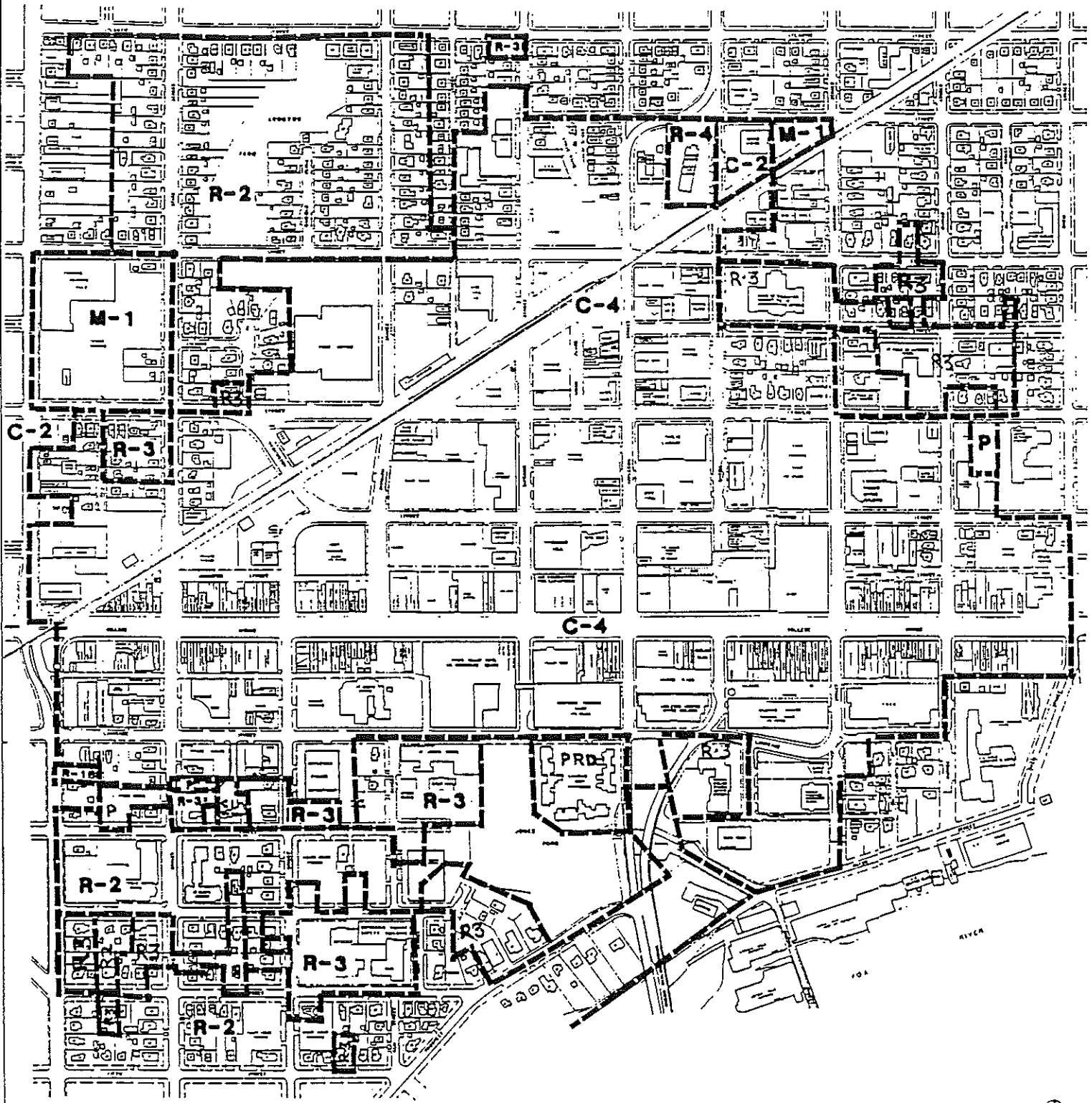
BLIGHTED AREA
per S.S. 66.43 (3)(a)

CITY OF APPLETON, WISCONSIN

EXHIBIT 4

CENTRAL BUSINESS DISTRICT & ENVIRONS

ZONING DISTRICTS



CITY OF APPLETON, WISCONSIN
LIST OF ESTIMATED PROJECT COSTS

Description	Area Number		1 and 2				3		4		5		6	
	1(a)	1(b)												
Land Acquisition	\$2,270,000	5,800,000	12,000,000				500,000		1,900,000		7,000,000		600,000	
Site Preparations	(1993)	(1993-94)	(1994-95)				(1994-95)		(1197-98)		(1995-96)		(1996-97)	
Landscaping, Parking														
Construction and Walkways,														
Legal, Architectural &														
Loan Fees														
Street and Utilities	450,000	135,000	1,000,000				600,000		1,400,000		1,800,000		500,000	
Construction,	(1993)	(1993-94)	(1994-95)				(1994-95)		(1997-98)		(1995-96)		(1996-97)	
Including Sanitary														
Sewer, Water, Storm														
and Power Line Relocations														
Rehabilitation,														
Including Land														
Acquisition, Site		100,000	1,020,000				900,000		500,000		900,000		1,400,000	
Preparation, Blighted Site		(1993-94)	(1994-95)				(1994-95)		(1997-98)		(1995-96)		(1996-97)	
Removal and														
Landscaping Activity														
General Administration														
Project Management to	30,000	60,000	80,000				15,000		30,000		100,000		30,000	
Include all Legal,	(1993-99)	(1993-99)	(1994-99)				(1994-99)		(1997-99)		(1995-99)		(1996-99)	
Planning & Engineering														
Services Associated														
with Management of														
TID #3														
District Promotion &														
Marketing, Including														
Promotion & Advertising														
Cost														
Project Cost Totals	\$2,750,000	6,100,000	13,100,000				2,020,000		3,840,000		9,800,000		2,545,000	

All project costs are contingent upon Common Council approval, feasibility analysis, development contracts and general obligation borrowing approval. The above costs are exclusive of the financing costs, and interest expense associated with the project costs. These costs will be in addition to the above.

Certain of the project costs will consist of contributions under Section 66.431(13) to the Redevelopment Authority of the City of Appleton, which will implement the project plan in connection with its redevelopment plans for Redevelopment Areas Number 2 and 7. These contributions may be financed with the proceeds of bonds, which may be sold to the Redevelopment Authority. The Redevelopment Authority may finance its acquisition of the bonds through the issuance of its own bonds.

TAX INCREMENT DISTRICT #3 - Financial Alternative for Allocable Portion of NEW Parking Garage

ASSUMPTIONS:

Estimated Cost of Allocable Portion of NEW Parking Garage
 Estimated Effective Interest Cost (EIC)
 Estimated Average Life of Bonds (Years)
 Projected Average Annual Debt Service

1971 Equalized Valuation - Outagamie County
 Annual Equalized Valuation Growth

Initial Base Valuation of TID
 ASSUMED INITIAL VALUATION OF NEW TID OVER BASE VALUE
 Annual TID Valuation Growth (including inflation on Base)

Initial Tax Rate (1991: CITY - \$10.94, GROSS - \$35.10)
 Estimated Annual Tax Rate Growth

Hotel Tax
 Estimated City Hotel Receipts Subject to Hotel Tax
 Annual City Hotel Receipts Growth Rate

\$2,750,000 Approximate figure, provided by the City of Appleton, includes land acquisition and related site preparation.
 6.21%

12.96
 \$250,069

\$1,693,834,200
 2.00%

\$15,540,200 Current figure, provided by the City of Appleton, includes specific areas to be included in initial BASE valuation of TID #3.
 \$5,489,438 MINIMUM initial construction value in TID #3 necessary for NPV breakeven.
 2.00%

\$35.10
 2.00%

0.00% NO additional hotel tax revenues are utilized in this analysis.
 \$4,126,433
 0.00%

LEVY YEAR	YEAR DUE	ASSUMED TID VALUATION	ASSUMED TAX RATE	TID REVENUE AVAILABLE	ADD'L HOTEL TAX REVENUE AVAILABLE	PRINCIPAL DUE	INTEREST DUE	TOTAL DEBT SERVICE	APPROXIMATE REVENUE (SHORTFALL) or GAIN	ADD'L MILL RATE TO COVER SHORTFALL (N/A IF NEGATIVE)	EQUALIZED VALUATION
1992	1993	\$0	\$35.80	\$0	\$0	\$0	\$162,518	\$162,518	(\$162,518)	\$0.09	\$1,727,710,884
1993	1994	\$310,804	\$36.52	\$11,350	\$0	\$0	\$162,518	\$162,518	(\$151,168)	\$0.09	\$1,762,265,102
1994	1995	\$5,806,458	\$37.25	\$216,281	\$0	\$100,000	\$162,518	\$262,518	(\$46,236)	\$0.03	\$1,797,510,404
1995	1996	\$5,922,587	\$37.99	\$225,019	\$0	\$100,000	\$153,418	\$258,418	(\$33,398)	\$0.02	\$1,833,460,612
1996	1997	\$6,041,039	\$38.75	\$234,110	\$0	\$105,000	\$153,968	\$258,968	(\$24,858)	\$0.01	\$1,870,129,824
1997	1998	\$6,161,860	\$39.53	\$243,568	\$0	\$110,000	\$149,980	\$258,980	(\$15,412)	\$0.01	\$1,907,532,421
1998	1999	\$6,285,097	\$40.32	\$253,408	\$0	\$115,000	\$143,535	\$258,535	(\$5,127)	\$0.00	\$1,945,683,069
1999	2000	\$6,410,799	\$41.13	\$263,646	\$0	\$125,000	\$137,613	\$262,613	\$1,033	\$0.00	\$1,984,596,730
2000	2001	\$6,539,015	\$41.95	\$274,297	\$0	\$130,000	\$129,925	\$260,925	\$13,372	\$0.01	\$2,024,288,665
2001	2002	\$6,669,795	\$42.79	\$285,379	\$0	\$135,000	\$123,775	\$258,775	\$26,604	\$0.01	\$2,064,774,438
2002	2003	\$6,803,191	\$43.64	\$296,908	\$0	\$145,000	\$116,215	\$261,215	\$35,693	\$0.02	\$2,106,069,927
2003	2004	\$6,939,255	\$44.52	\$308,903	\$0	\$150,000	\$107,950	\$257,950	\$50,953	\$0.02	\$2,148,191,325
2004	2005	\$7,078,040	\$45.41	\$321,383	\$0	\$160,000	\$96,175	\$259,175	\$62,208	\$0.03	\$2,191,155,152
2005	2006	\$7,219,601	\$46.31	\$334,366	\$0	\$170,000	\$84,655	\$259,655	\$74,711	\$0.03	\$2,234,978,255
2006	2007	\$7,363,993	\$47.24	\$347,875	\$0	\$180,000	\$73,370	\$259,370	\$86,505	\$0.04	\$2,279,677,820
2007	2008	\$7,511,273	\$48.18	\$361,929	\$0	\$190,000	\$63,300	\$258,300	\$103,629	\$0.04	\$2,325,271,377
2008	2009	\$7,661,498	\$49.15	\$376,551	\$0	\$205,000	\$54,520	\$261,520	\$115,031	\$0.05	\$2,371,776,804
2009	2010	\$7,814,728	\$50.13	\$391,764	\$0	\$215,000	\$47,708	\$258,708	\$133,056	\$0.05	\$2,419,212,340
2010	2011	\$7,971,023	\$51.13	\$407,591	\$0	\$230,000	\$39,163	\$260,163	\$147,428	\$0.06	\$2,467,596,587
2011	2012	\$8,130,443	\$52.16	\$424,058	\$0	\$245,000	\$31,558	\$260,558	\$163,500	\$0.06	\$2,516,948,519
AVERAGES			\$43.49	\$278,919	\$0	\$140,500	\$19,569	\$250,069	\$28,850	\$0.01	\$2,098,941,513
TOTALS				\$5,578,384	\$0	\$2,810,000	\$2,191,378	\$5,001,378	\$577,006		

NOTE: Zero equals NPV Breakeven

\$0

NET PRESENT VALUES (discounted at EIC of Debt) \$2,752,665

CITY OF APPLETON
TAX INCREMENTAL DISTRICT NUMBER THREE

R E S O L U T I O N

WHEREAS, the Downtown District contains several blighted and/or poorly developed areas; and

WHEREAS, the City of Appleton, Wisconsin desires to promote economic and aesthetic developments with the district; and

WHEREAS, the Project Plan is feasible and is consistent with the goals of the City's Comprehensive Plan; and

WHEREAS, more than 50%, by area, of the real property within such district is 1)"blighted area"; 2). is in need of "rehabilitation or conservation work" within the meaning of S.66.435 (3); or (3) is suitable for "industrial sites" within the meaning of S.66.52 and has been zoned for industrial use,

WHEREAS, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in such district, and is in the public interest; and

WHEREAS, the project costs relate directly to eliminating blight, directly serve to rehabilitate or conserve the areas or directly serve to promote downtown and commercial development, consistent with the purpose for which the tax incremental districts are created under sub 4.a; and

WHEREAS, all existing real property within the district that is found suitable for industrial sites and is zoned for industrial use under 4.a. will remain zoned for industrial use for the life of the Tax Increment District.

WHEREAS, the aggregate value of equalized taxable property of the district plus all existing districts does not exceed 7% of the total value of equalized taxable property within the City; and

WHEREAS, the aggregate value of equalized taxable property of the district plus all increments of existing districts do not exceed 5% of the total value of equalized taxable property within the City; and

WHEREAS, all overlapping jurisdictions benefit from economic development and increase in the tax base;

THEREFORE BE IT RESOLVED, That the Tax Increment District Number Three, City of Appleton be created as outlined in the Project Plan effective January 1, 1993;

RESOLVED, That the boundaries of TID #3 are defined by the legal description in Exhibit No. 1 of the Project Plan;

RESOLVED, That the City Attorney is authorized to negotiate and execute, contingent upon approval of the Common Council, a Development Agreement pursuant to the limits set forth in the TID #3 Project Plan;

RESOLVED, That the Project Plan for Tax Increment District No 3, City of Appleton be approved;

RESOLVED, That the appropriate City officials initiate the process to seek approval for the District by the Joint Review Board; and be it

RESOLVED further, That Tax Increment District #3 be scheduled by the Finance Committee for discussion/review annually.

THE CITY OF Appleton

EXHIBIT 8

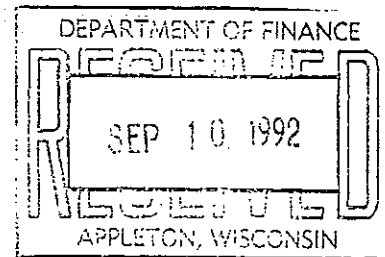
OFFICE OF THE CITY ATTORNEY

Greg J. Carman
200 N. Appleton Street
Appleton, WI 54911
TEL (414) 832-6423
FAX (414) 832-6044

September 10, 1992

Richard T. De Broux, Chairman
City Plan Commission
200 North Appleton Street
Appleton, WI 54911

Re: Tax Increment Finance Program Plan
City of Appleton
Tax Incremental District No. 3




Dear Mayor:

You have asked me for a legal opinion as to the legal sufficiency and statutory compliance of the proposed Tax Incremental Finance Plan for the City of Appleton Tax Incremental District No. 3. I have reviewed the Project Plan for said District as well as the appendices attached thereto specifically, as to their compliance with the provisions of Section 66.46(4), Wis. Stats. It is my opinion that the Project Plan is in compliance with all of the provisions of Section 66.46 of the Wisconsin Statutes dealing with the creation of Tax Incremental Financing Districts.

If you have any questions concerning this matter, please contact me at your earliest convenience.

Sincerely,



Greg J. Carman
City Attorney

GJC:sk

**RESOLUTION APPROVING THE AMENDMENT TO
TAX INCREMENTAL DISTRICT NO. 3
JOINT REVIEW BOARD OF THE CITY OF APPLETON, WISCONSIN**

WHEREAS, the City of Appleton, Wisconsin, seeks to amend Tax Incremental District No. 3; and

WHEREAS, Wisconsin Statutes, Section 66.1105 requires that a Joint Review Board shall convene to review the proposal; and

WHEREAS, the Joint Review Board consists of one representative chosen by the school district, one representative chosen by the vocational, technical, and adult education district, and one representative chosen by the county, all of whom have the power to levy taxes on property within Tax Incremental District No. 3, and one representative chosen by the City and one public member; and

WHEREAS, the public member and the Board's chairperson were selected by a majority vote of the other board members before the public hearing under 66.1105(4)(a) was held; and

WHEREAS, all Board members were appointed and the first Board meeting held within 14 days after the notice was published under 66.1105(4)(a); and

WHEREAS, the Board has reviewed the public record, planning documents, and the resolutions passed by the local legislative body or Plan Commission under 66.1105 subsections (4)(f), (4)(g), and (4)(gm);

NOW, THEREFORE BE IT RESOLVED by the Joint Review Board for Tax Incremental District No. 3 of the City of Appleton, Wisconsin, that:

1. That the revenues generated from all sources will not likely pay off project costs during the life of the district.
2. That designation of the TID as distressed is likely to enhance the ability of the City to pay its project costs related to the TID.

BE IT FURTHER RESOLVED that the Joint Review Board approves the amendment of the Amendment of Tax Increment District No. 3 declaring the district distressed under State Statutes 66.1105 (4e).

Passed and adopted this 3rd day of August, 2011.

Designation of TIF District No. 3 as Distressed

Approve <input checked="" type="checkbox"/> /Deny <input type="checkbox"/>	<u>Lisa A. Remiker</u>	Lisa A. Remiker, City of Appleton
Approve <input checked="" type="checkbox"/> /Deny <input type="checkbox"/>	<u>Brian Massey</u>	Brian Massey, Outagamie County
Approve <input checked="" type="checkbox"/> /Deny <input type="checkbox"/>	<u>Donald J. Hietpas</u>	Don Hietpas, Appleton Area School District
Approve <input checked="" type="checkbox"/> /Deny <input type="checkbox"/>	<u>Faith Schiedermayer</u>	Faith Schiedermayer, Fox Valley Technical College
Approve <input checked="" type="checkbox"/> /Deny <input type="checkbox"/>	<u>Wayne C. Defferding</u>	Wayne Defferding, Public Member

CERTIFICATION OF CLERK

I, CYNTHIA I. HESSE, the duly elected and qualified City Clerk of the City of Appleton, Wisconsin, DO HEREBY CERTIFY that the attached are true and compared copies of the City Plan Commission Resolution Approving Amendment to Project Plan For Tax Incremental District Number No. 3 which was adopted by the City Plan Commission on July 11, 2011 AND the Common Council Resolution Approving Amendment to Project Plan For Tax Incremental District Number No. 3 which was adopted by the Common Council on July 20, 2011.

Dated at Appleton, Wisconsin, this 2nd day of August, 2011



CYNTHIA I. HESSE
CITY CLERK

(City Seal)

CITY PLAN COMMISSION RESOLUTION

**APPROVING AMENDMENT TO PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT NUMBER NO. 3
CITY OF APPLETON, WISCONSIN**

WHEREAS, the City of Appleton created Tax Increment District No. 3, on January 1st, 1993 to stimulate downtown and commercial development; and

WHEREAS, development within the district has been limited and the amount of revenues generated from all sources will not likely pay off project costs during the life of the district; and

WHEREAS, the State of Wisconsin State Statutes 66.1105(4e) provides for the designation of distressed tax increment districts; and

WHEREAS, Tax Increment District No. 3 qualifies for this designation; and

WHEREAS, this designation will provide Tax Increment District No. 3 additional relief by extending the life of the district by ten years beyond the normal termination date; and

WHEREAS, the City of Appleton wishes to amend the project plan for Tax Increment District No. 3, and;

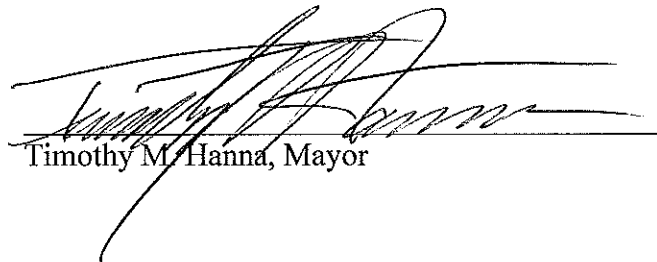
WHEREAS, the City Plan Commission has previously scheduled notices and held a hearing concerning said proposed project plan amendment, and, prior to publishing said notice, the City Clerk sent copies of said notice to the chief executive officers of all local government entities having the power to levy taxes on property within the district and to the school board of any school district which includes property within the district, pursuant to §66.1105(4)(h), Wis. Stats., and;

WHEREAS, the City of Appleton Plan Commission approved and recommended the Project Plan Amendment to designate the district distressed.

BE IT FURTHER RESOLVED that it is the recommendation of the City Plan Commission that the Common Council approve said amendment to the project plan, and;

BE IT FURTHER RESOLVED that the City Clerk is authorized and directed to submit a copy of this Resolution and said amendment to the project plan to the City Council.

Adopted this 11th day of July, 2011.


Timothy M. Hanna, Mayor

Attest:


Cynthia I. Hesse, City Clerk

COMMON COUNCIL RESOLUTION

**APPROVING AMENDMENT TO PROJECT PLAN FOR
TAX INCREMENTAL DISTRICT NUMBER NO. 3
CITY OF APPLETON, WISCONSIN**

WHEREAS, the City of Appleton created Tax Increment District No. 3, on January 1st, 1993 to stimulate downtown and commercial development; and

WHEREAS, development within the district has been limited and the amount of revenues generated from all sources will not likely pay off project costs during the life of the district; and

WHEREAS, the State of Wisconsin State Statutes 66.1105(4e) provides for the designation of distressed tax increment districts; and

WHEREAS, Tax Increment District No. 3 qualifies for this designation; and

WHEREAS, this designation will provide Tax Increment District No. 3 additional relief by extending the life of the district by ten years beyond the normal termination date; and

WHEREAS, the City of Appleton wishes to amend the project plan for Tax Increment District No. 3, and;

WHEREAS, the City Plan Commission has previously scheduled notices and held a hearing concerning said proposed project plan amendment, and, prior to publishing said notice, the City Clerk sent copies of said notice to the chief executive officers of all local government entities having the power to levy taxes on property within the district and to the school board of any school district which includes property within the district, pursuant to §66.1105(4)(h), Wis. Stats., and;

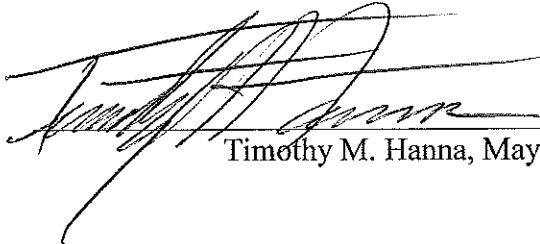
WHEREAS, the City of Appleton Plan Commission approved and recommended the Project Plan Amendment to designate the district distressed.

WHEREAS, the City of Appleton Plan Commission has submitted such amendment to the project plan to the City Council of the City of Appleton and recommended its approval by the City Council;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Appleton finds that:


1. That the revenues generated from all sources will not likely pay off project costs during the life of the district; and approves the Amendment of Tax Increment District No. 3 declaring the district distressed under State Statutes 66.1105 (4e).
2. That the proper City officials shall provide the Joint Review Board with the information needed to review the Project Plan Amendment for Distressed Designation.
3. That the proper city officials shall complete and submit the necessary forms to the Wisconsin Department of Revenue as may be required by that agency to formally approve the Plan Amendment Designating the District as Distressed.

Adopted 20th day of July, 2011.



Timothy M. Hanna, Mayor

Attest:



Cynthia I. Hesse, City Clerk

Revised 6/22/2011



**TAX INCREMENTAL FINANCING DISTRICT #3
PROJECT PLAN AMENDMENT
CITY OF APPLETON, WISCONSIN**

CITY OF APPLETON OFFICIALS & STAFF

Timothy M. Hanna	Mayor
Christoph B. Wahl	Aldersperson District 1
John Robin Hill	Aldersperson District 2
Curt J. Konetzke	Aldersperson District 3
Jeffrey A. Lutz	Aldersperson District 4
Edward S. Baranowski	Aldersperson District 5
Greg E. Dannecker	Aldersperson District 6
Kathleen S. Plank	Aldersperson District 7
Joe A. Martin	Aldersperson District 8
Peter J. Stueck	Aldersperson District 9
Michael R. Smith	Aldersperson District 10
Earl J. Brooker	Aldersperson District 11
Cathy M. Spears	Aldersperson District 12
James E. Clemons	Aldersperson District 13
Christopher W. Croatt	Aldersperson District 14
Jeffrey M. Jirschele	Aldersperson District 15
Kole E. Oswald	Aldersperson District 16
James P. Walsh	City Attorney
Cynthia I. Hesse	City Clerk
Lisa A. Remiker	Finance Director
Karen E. Harkness	Community Development Director

PLANNING COMMISSION

Mayor Timothy M. Hanna	Chair
Michael Potter	Vice-Chair
Lisa Carpiaux	Member
Curt J. Konetzke	Aldersperson/Member
Jeanine Knapp	Member
Josh Dukelow	Member
Paula A. Vandehey	Member/Director of Public Works

JOINT REVIEW BOARD – NOT CONFIRMED AT THIS TIME (6/23/11)

Lisa A. Remiker	City Representative
Brian Massey	Outagamie County
Faith Schiedermayer	Fox Valley Technical College
Don Hietpas	Appleton Area School District
Wayne Defferding	Public Member

TAX INCREMENT DISTRICT #3 PROJECT PLAN

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1

History and Purpose of Tax Increment Financing District #3

Tax Increment Financing District # 3 was created January 1, 1993 to stimulate downtown commercial development that would result in expansion of the property tax base, increased employment opportunities, and a reduction of blight in the Appleton downtown retail area.

The District was created as a "Blighted District" based upon the finding that at least 50%, by area of the real property within the District, was blighted within the meaning of Wisconsin Statutes defining blight.

The plan envisioned assisting in the revitalization of downtown retail district thru rehabilitation of older buildings, construction of new buildings on cleared sites, and upgrades of the streetscape and parking environment thereby making the targeted area a more attractive, vibrant, and interesting place to be.

Since the inception of the district the City has heavily marketed the area to attract new development and businesses to the downtown. While there have been a number of success stories, and the City continues to progress favorable toward meeting the goals and objectives identified in the plan, the development has not been at the level needed to retire the district.

Some of the major office development envisioned for the downtown took place in the Northeast Business Park (TID #4) abutting Highway 41 because these businesses sought highway visibility and easy access to the highway as opposed to a downtown location. While these developments helped the City retire TID #4 early and get this property back on the tax roll, it limited TID #3's ability to reach its full potential.

The Richmond Terrace project went through bankruptcy and the new owners had to lower the prices of the residential units significantly to sell them. Unfortunately once the developer reduced the asking prices on the vacant units, the prices of the resale units fell also. Stigma from the bankruptcy continues to affect the sale/lease of the commercial units. Despite

incentives the commercial space remains vacant. As a result, the assessed value of the project was reduced by \$7,183,300 in 2010.

The Department of Revenue (DOR) modification of the valuation process of Tax Incremental Districts in 2010 has had a major impact on Tax Increment Financing District # 3 resulting in a reduction in valuation of \$7,709,200. Specifically, greater reliance is now being placed upon locally assessed values to ensure the increment captures local tax base changes in the specific area such as market appreciation or depreciation, new construction or demolition versus the global city/area economic adjustment the State made to these values in the past. The City is experiencing an adjustment in one year for the valuation inefficiencies the State determined over the life of this district.

The new method of valuation by the DOR and the decline in the property assessment for Richmond Terrace were the major contributors in a 20% decrease in increment in TID #3 between 2009 and 2010.

The downtown which makes up the majority of Tax Increment Financing District # 3 was revalued in 2011. The District assessed value remained fairly stable with only a \$607,500 decrease. However it is anticipated \$1,302,700 will come off the tax roll in 2012 due to notice of sale and tax exempt status on two parcels.

As demonstrated in the Economic Feasibility Section of this plan the factors mentioned above along with limited development within the District has resulted in a state of affairs whereby the amount of revenues generated from all sources will not likely pay off project costs during the life of the District.

Proposed Amendment

The City of Appleton is thereby seeking the distressed designation for Tax Increment Financing District # 3 providing the opportunity to extend the life of the District for an additional ten years beyond the original termination date of November 4, 2020. Under this scenario the revised revenue forecast indicates this District will still close owing the Parking Utility

\$16,951,109 in principal and no interest will be paid. The General Fund of the City would be repaid in full in 2026.

2

STATEMENT OF KIND, NUMBER AND LOCATION OF PROPOSED PUBLIC WORKS

The initial plan outlined the projects contemplated for the six distinct project areas within the district. No new additional projects are allowed as the original expenditure period expired on November 4, 2003.

3

QUALIFICATION BASED ON CITY VALUATION

Since no property will be added to the District by this amendment demonstration of compliance with the equalized value test is not required.

The tables below show the \$15,445,800 decrease in increment in TID #3 between 2009 and 2010 caused significantly by the new method of valuation by the Department of Revenue and a decline in the property assessment for Richmond Terrace.

Tax Incremental District #3 (2009)	Equalized Value
TIF District #3 Current Value	79,015,800
TIF District #3 Increment	60,075,000

Tax Incremental Districts #3 (2010)	Equalized Value
TIF District #3 Current Value	63,570,000
TIF District #3 Increment	44,629,200

4

LIST OF PROJECT COSTS

Exhibit 5 in the original Project Plan outlined the projects conceived for the District. No new additional projects are allowed as the original expenditure period expired on November 4, 2003

5

List of Non-Project Costs

The original Project Plan identified administrative/planning costs paid prior to the District's creation as non project costs. There are no additional non-project costs; however original projections did not include for interest expense on debt issued.

6

ECONOMIC FEASIBILITY STUDY

**CITY OF APPLETON
Tax Incremental District # 3
Revenue Forecast
Amendment No. 1 (Distressed TID)**

See chart on the following page.

**TAX INCREMENT DISTRICT # 3
CASH FLOW PROFORMA**

The district opened in 1993 with a base value of \$18,940,800 and the project expenditure period closed on November 4, 2003
The current value of the increment as of 1/1/2010 is \$44,629,200

Year	TIF District 3 Valuation*	Tax Rate	TIF Revenue	Debt Obligations	Misc Expense	General Fund Advances	Parking Advances	Fund Balance
1999	32,583,200	24.9797	295,726	(2,572,311)	(629,129)	3,537,196	5,071,666	(8,279,297)
2000	31,865,200	25.2019	340,782	(2,705,617)	(264,122)	1,774,640	868,584	(10,908,254)
2001	32,384,100	24.6972	325,719	(2,691,627)	(879,520)	1,341,515	1,568,974	(14,153,682)
2002	32,939,000	23.7489	332,012	(2,812,669)	(725,656)	2,235,558	969,870	(17,359,995)
2003	35,982,100	23.3032	332,564	(2,784,621)	(946,667)	1,498,145	1,892,733	(20,758,719)
2004	47,112,700	22.7235	397,114	(2,762,698)	(482,888)	1,575,103	1,338,592	(23,607,191)
2005	67,238,800	22.2339	640,165	(1,346,011)	12,260,654	393,108	1,405,521	(12,052,383)
2006	74,199,200	21.8366	1,073,852	(1,418,946)	418,624	207,763	1,578,297	(11,978,853)
2007	76,503,100	21.6830	1,206,655	(2,033,324)	340,976	423,151	1,657,212	(12,464,546)
2008	79,057,000	21.8334	1,248,118	(1,610,302)	374,395	239,309	1,740,073	(12,452,335)
2009	79,015,800	22.3877	1,312,540	(1,658,758)	400,778	(568,726)	1,929,576	(12,397,775)
2010	63,570,000	23.1952	1,344,947	(1,765,348)	421,256	222,838	2,026,055	(12,396,920)
2011	62,270,000	22.6952	1,035,183	(2,330,033)	384,604	643,980	2,127,358	(13,307,166)
2012	62,892,700	22.6952	983,365	(2,317,724)	352,621	676,179	2,233,726	(14,288,904)
2013	63,521,627	22.6952	997,497	(984,031)	546,312	(417,512)	2,550,412	(13,729,126)
2014	64,156,843	22.6952	1,011,771	(106,000)	589,688	(1,360,888)	2,677,933	(12,233,667)
2015	64,798,412	22.6952	1,026,187	(112,000)	662,732	(1,633,932)	2,811,829	(10,656,748)
2016	65,446,396	22.6952	1,040,748	(117,523)	949,429	(1,920,629)	3,157,421	(8,784,094)
2017	66,100,860	22.6952	1,055,454	(132,500)	1,045,460	(2,016,660)	3,315,292	(6,815,680)
2018	66,761,868	22.6952	1,070,307	(136,500)	1,141,293	(1,912,493)	3,481,056	(4,740,580)
2019	67,429,487	22.6952	1,085,309	0	(188,082)	(983,118)	2,220,109	(3,843,353)
2020	68,103,782	22.6952	1,100,460	0	(1,299,929)	197,726	2,331,115	(4,042,822)
2021	68,784,820	22.6952	1,115,764	0	(1,366,367)	207,613	2,447,670	(4,293,425)
2022	69,472,668	22.6952	1,131,220	0	(364,193)	(807,007)	2,570,054	(3,526,398)
2023	70,167,395	22.6952	1,146,831	0	(121,343)	(949,857)	2,698,557	(2,500,910)
2024	70,869,069	22.6952	1,162,598	0	(71,350)	(1,099,850)	2,833,484	(1,409,662)
2025	71,577,759	22.6952	1,178,522	0	(16,358)	(1,154,842)	2,975,159	(247,498)
2026	72,293,537	22.6952	1,194,606	0	(879,696)	(348,310)	2,201,417	67,412
2027	73,016,472	22.6952	1,210,851	0	(1,171,200)	0	2,003,987	107,063
2028	73,746,637	22.6952	1,227,258	0	(1,271,200)	0	2,001,687	63,121
2029	74,484,103	22.6952	1,243,829	0	(1,271,200)	0	2,101,771	35,750
2030	75,228,944	22.6952	1,260,566	0	(1,271,200)	0	2,206,860	25,116
2031	75,981,234	22.6952	1,277,471	0	(1,302,587)	0	2,285,031	0
						<u>0</u>	<u>75,279,081</u>	

* A .5 % growth increase has been used for valuation in years 2012 and beyond.

TIF #3 would statutorily close in the year 2031 with the distressed designation.

After the general fund advance has been paid, payments on principal to the Parking Utility will begin. Even with the distressed designation, it is expected the district will close owing the parking utility \$16,951,109 in principal and \$58,327,972 in interest.

7

DESCRIPTION OF THE METHODS OF FINANCING AND THE TIME WHEN SUCH COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED

The City of Appleton financed all City project costs from the sale of general obligation notes and bonds issued under Wisconsin Statutes §67.12(12).

The City of Appleton expects to finance the ongoing deficits with advances from the General Fund and Parking Utility until the deficits are eliminated.

8

PROPOSED CHANGES IN ZONING ORDINANCES, MASTER PLAN, BUILDING CODES, MAPS AND CITY ORDINANCES

No changes to City's zoning ordinances, master plan, building codes, maps, and city ordinances are proposed as a result of this amendment.

9

ORDERLY DEVELOPMENT OF THE CITY OF APPLETON

The rationale for promoting orderly development in the City of Appleton's Downtown district was presented in the original TID # 3 Project Plan.

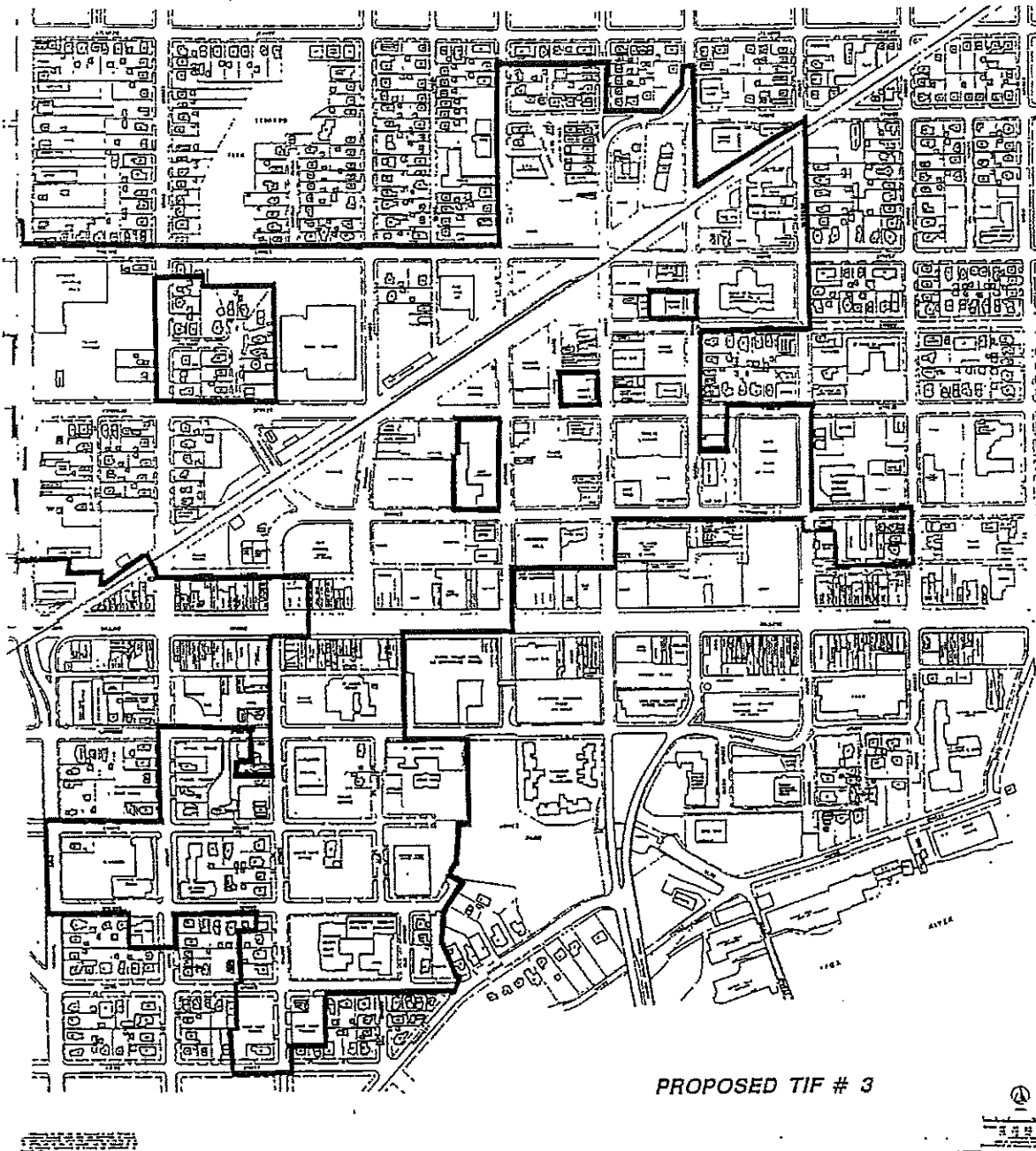
PROPOSED RELOCATION PLAN FOR DISPLACED PERSONS OR BUSINESSES

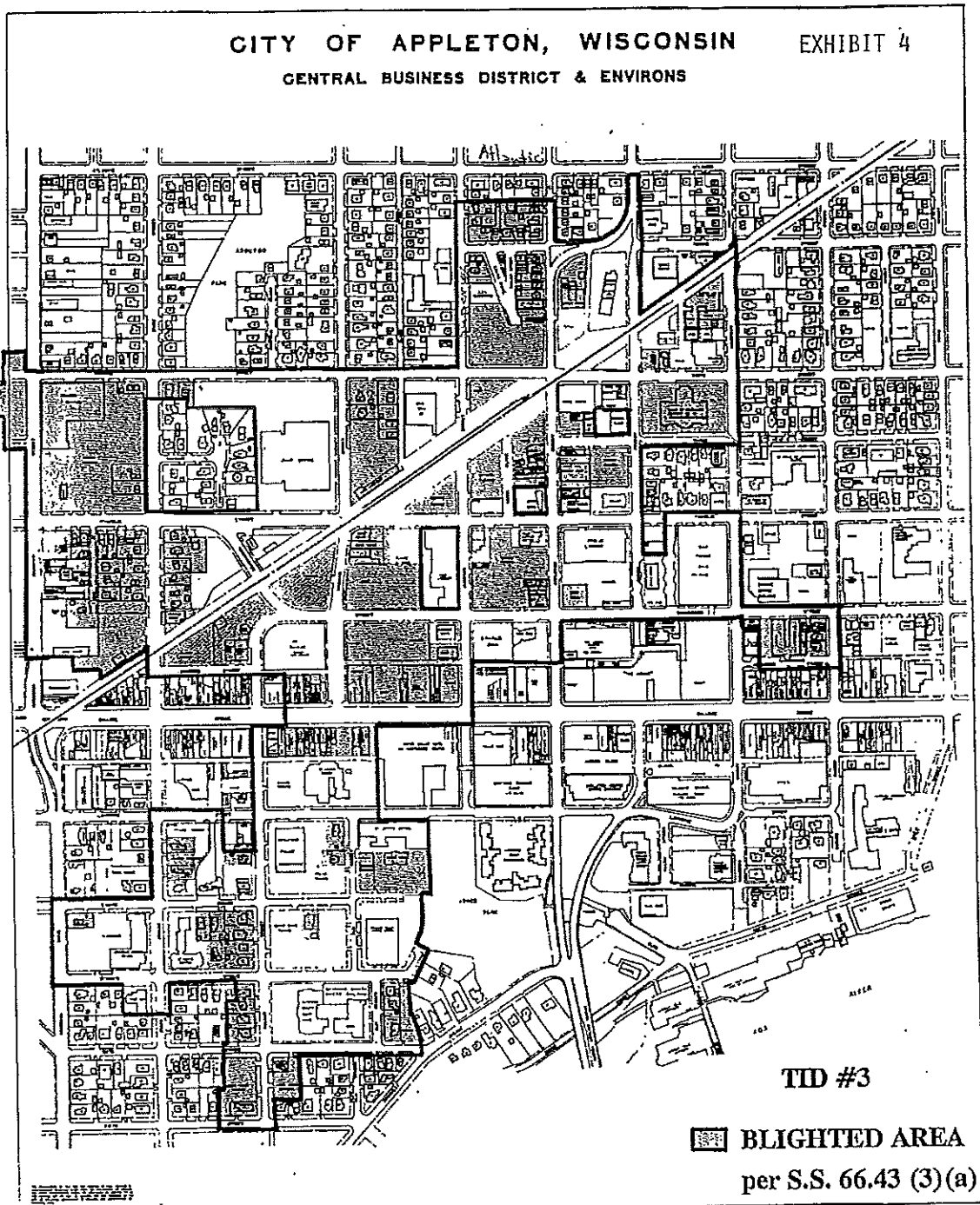
It is not anticipated at this time that there will be a need to relocate persons or businesses in conjunction with this Plan. In the event relocation becomes necessary at some time during the implementation period, the City will take the following steps and actions as required by Wisconsin Statutes Section 32:

- A. Before negotiations begin for the acquisition of property or easements, all property owners will be provided with an informational pamphlet "The Rights of Landowners" prepared by the Wisconsin Department of Commerce, and if any person is to be displaced as a result of the acquisition, they will be given a pamphlet on "Relocation Rights" prepared by the Wisconsin Department of Commerce.
- B. The City will provide each owner a full narrative appraisal, a map showing the owners of all property affected by the proposed project, and a list of all or at least ten neighboring landowners to whom offers are being made.
- C. The City will file a relocation plan with the Wisconsin Department of Commerce and shall keep all records as required in Wisconsin Statutes Section 32.

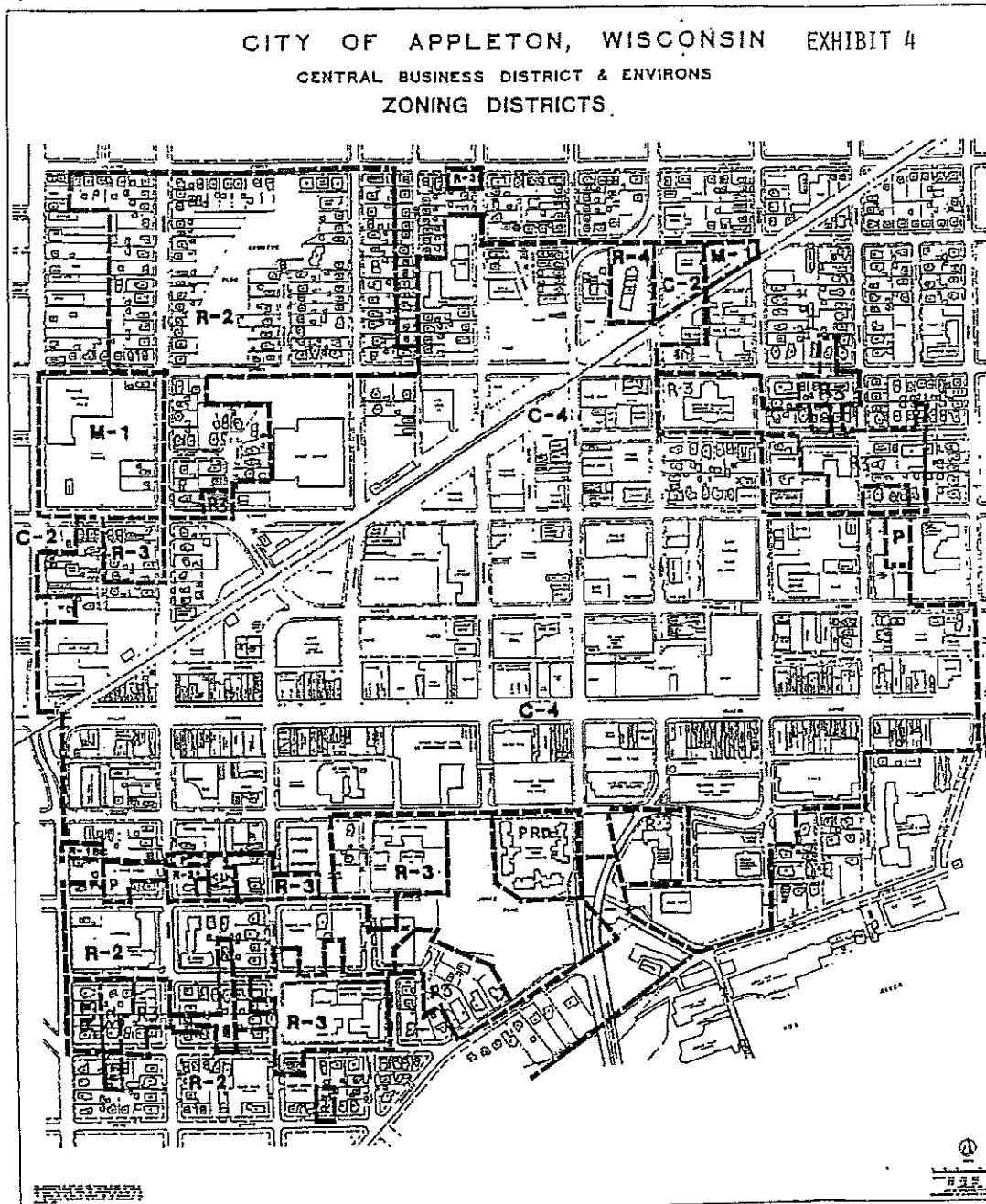
CITY OF APPLETON, WISCONSIN
CENTRAL BUSINESS DISTRICT & ENVIRONS

EXHIBIT 3



MAP OF EXISTING USES AND CONDITIONS ORIGINAL PROJECT PLAN

MAP OF EXISTING ZONING ORIGINAL PROJECT PLAN



14

MAP OF PROPOSED IMPROVEMENT AND USES

The original Project Plan did not include a map of proposed improvements and uses. Exhibit 5 in the original Plan provided a description and list of estimated project costs for the District. No new additional projects can be implemented as expenditure period has expired.

15

PARCEL LIST & LEGAL DESCRIPTION

The boundaries for the District include only whole parcels or non-taxable property and the District is contiguous.

Exhibit 1 in the original Project Plan provides the legal description of the District. No changes to the legal description are under consideration.

Exhibit 2 in the original Project Plan provides a listing of the parcels included in the District. No new additional parcels are under consideration.

16

OTHER RESTRICTIONS:

The District will be burdened with several restrictions once the “Distressed” designation is applied:

1. The City may not amend its project plan to add any new project costs.
The District may not make any expenditures after its original expenditure period ends. (expired November 4, 2003)
3. The District may not become part of a TID with overlapping boundaries.
4. The District may not expend any funds outside its boundaries.
5. The District may not add territory.
6. The District may not become a donor TID.

OPINION OF THE CITY ATTORNEY ON THE COMPLIANCE OF THE PROJECT PLAN
WITH WISCONSIN STATUTE



"...meeting community needs...enhancing quality of life."

OFFICE OF THE CITY ATTORNEY

100 North Appleton Street
Appleton, WI 54911
Phone: 920/832-6423
Fax: 920/832-5962

June 22, 2011

Mayor Timothy M. Hanna
City of Appleton
100 North Appleton Street
Appleton, WI 54911-4799

Re: Tax Increment Finance Program Plan, City of Appleton
Tax Incremental District #3

Dear Mayor Hanna:

You have asked me for a legal opinion as to the legal sufficiency and statutory compliance of the proposed Tax Incremental Financing District #3 Project Plan Amendment for the City of Appleton Tax Incremental District #3. I have reviewed the Project Plan Amendment for said District as well as the appendices attached thereto, specifically as to their compliance with the provision of Section 66.1105(4), Wisconsin Statutes. It is my opinion that the Project Plan Amendment is in compliance with all of the provisions of Section 66.1105(4) of the Wisconsin Statutes dealing with the creation of Tax Incremental Financing Districts.

If you have any questions concerning this matter, please contact me at your earliest convenience.

Sincerely,

James P. Walsh
City Attorney

JPW:jls

J:\WORD\pw\LETTERS\TIF 3 Project Plan Amendment Letter - 6-22-11.doc

James P. Walsh
City Attorney

Ellen Totzke
Deputy City Attorney

Christopher R. Behrens
Assistant City Attorney

Stacy Doucette
Assistant City Attorney

5-92

COMMON COUNCIL OF APPLETON

Dated

11-4-92

Voted On

Resolution #1

	AYE	NAY	PRESENT	ABSENT
Balliet	✓			
Conley	✓			
Hanna	✓			
Hiler	✓			
Kalata	✓			
Kaufman	✓			
Lichon	✓			
Matz	✓			
Mordell	✓			
Rose	✓			
Rosecky	✓			
Schmidt	✓			
Siebers	✓			
Spang	✓			
Stoehr	✓			
Swanson	✓			
Voight	✓			
Whitman	✓			
				1
TOTAL				

10 Ayes

move to appoin
Kaufman
Spang

COMMON COUNCIL
OF THE
CITY OF APPLETON, WISCONSIN

November 4, 1992

RESOLUTION APPROVING AMENDMENT TO REDEVELOPMENT PLAN
FOR REDEVELOPMENT AREA NO. 7, DECLARING BLIGHT
AND APPROVING AMENDED BOUNDARIES
OF REDEVELOPMENT AREA NO. 7

WHEREAS, Section 66.431 of the Wisconsin Statutes (the "Act") authorizes the Redevelopment Authority of the City of Appleton, Wisconsin (the "Authority"), to undertake certain activities within the City of Appleton, Wisconsin (the "City"), for the purpose of carrying out blight elimination, slum clearance and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive blight elimination, slum clearance and urban renewal programs and projects; and

WHEREAS, pursuant to Section 6 of the Act, the Authority has previously prepared, and the Common Council of the City (the "Common Council") has previously approved, a Redevelopment Project Plan for Redevelopment Area No. 7 in the City; and

WHEREAS, Section 6(d) of the Act provides that, at any time after a redevelopment plan has been approved by both the Authority and the Common Council, it may be amended by resolution adopted by the Authority, and such amendment shall be submitted to the Common Council for its approval by a two-thirds vote before such amendment shall become effective; and

WHEREAS, Section 6(d) of the Act further provides that it shall not be required in connection with any amendment to a redevelopment plan that the provisions of Section 6 of the Act with respect to public hearing and notice be followed unless the boundaries described in the plan are altered to include other property; and

WHEREAS, Section 11(a) of the Act provides that an approved project area redevelopment plan may be modified at any time after the lease or sale of the area or part thereof, provided that the modification is consented to by the lessee or purchaser,

and that the proposed modification is adopted by the Authority and then submitted to the local legislative body and approved by it; and

WHEREAS, Section 11(a) of the Act further provides that before approving a modification to a redevelopment plan after the sale or lease of the redevelopment area or any part thereof, the Authority shall hold a public hearing on the proposed modification, and notice of the time and place of hearing shall be sent by mail at least 10 days prior to the hearing to the owners of the real properties in the project area and of the real properties immediately adjoining or across the street from the project area; and

WHEREAS, at 4:00 p.m. on October 15, 1992, in Committee Room "A" of the City Hall, 200 North Appleton Street, Appleton, Wisconsin, the Authority conducted a public hearing on the amendment of the boundaries of Redevelopment Area No. 7 and on the other amendments to the Project Plan for Redevelopment Area No. 7, at which public hearing all interested parties were afforded a full opportunity to express their views respecting the proposed amendments; and

WHEREAS, following said public hearing, in its Resolution No. adopted October 15, 1992, the Authority adopted and approved the amendment of the boundaries of Redevelopment Area No. 7 and certain other amendments to the Project Plan for Redevelopment Area No. 7, all in the form set forth as Exhibit A hereto (the "Amendment"); and

WHEREAS, pursuant to Section 11(a) of the Act, all lessees and/or purchasers of any part of Redevelopment Area No. 7 have consented to the Amendment; and

WHEREAS, pursuant to Sections 6(d) and 11(a) of the Act, the Common Council now desires to amend the boundaries of Redevelopment Area No. 7 and to make certain other amendments to the Project Plan for Redevelopment Area No. 7 relating to project costs within Redevelopment Area No. 7, all in the form set forth in the Amendment; and

WHEREAS, for the exercise of the powers granted the Authority with respect to a redevelopment project area, including the acquisition and disposition of real property therein, Section 6(b)1. of the Act requires, among other actions, that the Common Council adopt a resolution by a two-thirds vote approving the boundaries of the redevelopment project area and declaring such area to be a blighted area in need of a blight elimination, slum clearance and urban renewal project; and

WHEREAS, the Common Council has studied the facts and circumstances of the area added to Redevelopment Area No. 7 by the

Amendment (the "Expansion Area"), consideration having been given, among other items, to (1) the definition of "blighted area" contained in Section 4(b) of the Act, (2) the past and existing condition of the Expansion Area and the uses proposed therein in the Amendment, (3) the Redevelopment Plan for Redevelopment Area No. 7 as amended by the Amendment, (4) visual inspections of the Expansion Area and surrounding areas by the Authority, staff of the City and members of the Common Council, and (5) reports and recommendations to the Common Council by the Authority;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Appleton as follows:

1. Approval and Adoption of Amendments to Redevelopment Area No. 7. The Common Council hereby approves and adopts the Amendment as set forth in Exhibit A hereto.

2. Declaration of Blight and Approval of Boundaries. The Common Council hereby finds and determines that the Expansion Area is an area which by reason of the following causal factors substantially impairs and arrests the sound growth of the City and is a menace to the public health, safety, morals, and welfare in its present condition and use:

- a. the predominance of defective and inadequate street layout, and faulty lot layout in relation to size, adequacy, accessibility and usefulness; and
- b. insanitary and unsafe conditions; and
- c. deterioration of site and other improvements; and
- d. diversity of ownership.

The Common Council hereby declares the Expansion Area to be a blighted area in need of a blight elimination, slum clearance and urban renewal project. The Common Council hereby approves the boundaries of the City of Appleton Redevelopment Project Area No. 7 as amended by the Amendment, as such boundaries are designated in the Amendment as set forth in Exhibit A hereto.

3. Effectiveness. This Resolution shall take effect immediately upon its adoption and approval.

Adopted: November 4, 1992

EXHIBIT A

[Amendments to Project Plan for Redevelopment Area No. 7]

PROPOSED

APPLETON REDEVELOPMENT PROJECT NO. 7

REDEVELOPMENT PLAN - AMENDMENT

APPLETON, WISCONSIN

CITY OF APPLETON

Richard T. De Broux, Mayor

ALDERMEN

Walter H. Kalata
Robert W. Swanson
Janet S. Nordell
Stevie Schmidt
David L. Stoehr
Edward L. Spang
Anthony F. Rosecky
Michael A. Whitman
Timothy M. Hanna
Deborah L. Matz
William J. Siebers, Jr.
Rayburn C. Kaufman
Jack C. Voight
Virginia R. Rose
Kim J. Lichon
Daniel J. Balliet
Sandra J. Conley
Jerome R. Hiler

PREPARED BY: Appleton Redevelopment Authority
200 North Appleton Street
Appleton, WI 54911

COMMISSIONERS: Peter W. Nordell, Chairman
Richard J. Schinler, Vice Chairman
Virginia R. Rose, Alderman
Vivian Huth
Jerome F. Kolbe
Robert M. Sigman
John C. Zimmerman

Dated: Sept., 1992

APPLETON REDEVELOPMENT PROJECT NO. 7

APPLETON, WI

The Redevelopment Plan for Appleton Redevelopment Project No. 7 adopted by the Redevelopment Authority of the City of Appleton, Outagamie County, Wisconsin, at a regular meeting held July 14, 1980, pursuant to and in accordance with Wisconsin Statutes Title VIII, Chapter 66.431, Blight Elimination and Clearance be amended as follows:

DESCRIPTION OF THE REDEVELOPMENT PROJECT

I. A. Boundaries of the Redevelopment Project Area

The amended area boundaries of the redevelopment project area are shown on Map No. 1 labelled "Amended Project Boundaries" and includes that portion of the City of Appleton, County of Outagamie, Wisconsin bounded generally as follows:

AMENDED LEGAL DESCRIPTION - ARP #7

Beginning at the point of the intersection of the centerline of College Avenue and Superior Street, thence southerly along the centerline of Superior Street a distance of approximately 206.72 feet. Thence easterly along the north boundary of the alley a distance of approximately 380.20 feet. Thence southerly along the centerline of Appleton Street a distance of approximately 200.72 feet. Thence westerly along the centerline of Lawrence Street a distance of approximately 548.23 feet. Thence southerly along the east property lines of Lots 5 and 12, Block 3, Appleton Plat a distance of approximately 338.74 feet. Thence westerly along the centerline of Eighth Street a distance of approximately 330 feet. Thence northerly along the centerline of Elm Street a distance of approximately 338.74 feet. Thence westerly along the centerline of Lawrence Street a distance of approximately 381.75 feet. Thence northerly along the centerline of Walnut Street a distance of approximately 229.44 feet. Thence easterly along the centerline of the alley a distance of approximately 321 feet. Thence northerly along the west property line of Lot 13, Block 54, Grand Chute Plat a distance of approximately 178 feet to the centerline of College Avenue. Thence easterly along the centerline of College Avenue a distance of approximately 561 feet to the point of beginning. City of Appleton, Outagamie County, Wisconsin.

C. PROJECT AREA BOUNDARIES

The project boundaries are described in Section I, A, and shown on Map No. 1, Project Boundaries, Existing Land Uses and Conditions of Real Property, attached hereto and made a part hereof.

D. EXISTING LAND USES

The existing land uses are shown on Map No. 1, labelled Project Boundaries, Existing Land Uses and Conditions of Real Property, attached hereto and made a part hereof.

E. CONDITIONS OF REAL PROPERTY

The exterior structural conditions of real property located within the project area are shown on Map No. 1, labelled Project Boundaries, Existing Land Uses and Conditions of Real Property, attached hereto and made a part hereof.

F. LAND USE PLAN

The proposed land uses are shown on Map No. 2, Proposed Land Uses, attached hereto and made a part hereof.

H. EQUALIZED VALUE FOR PROPERTY TAX PURPOSES

The equalized value of the project area for property tax purposes is as follows:

Present equalized value of property \$ 8,438,258.64

Potential equalized value of property \$ 13,609,456.00

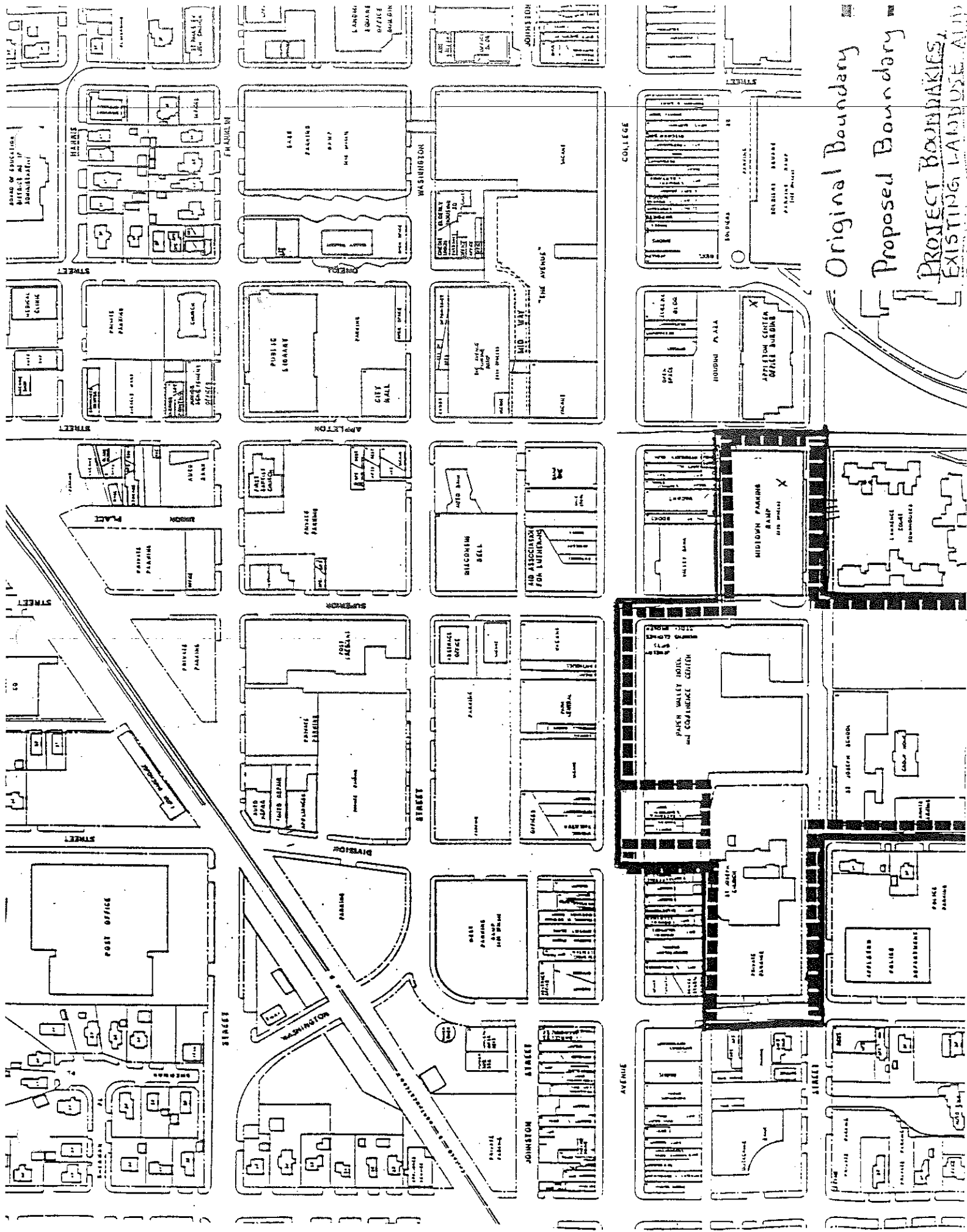
J. SITE IMPROVEMENTS AND PUBLIC UTILITIES

The following site improvement is generally anticipated to be provided to support the new land uses in the project area after redevelopment.

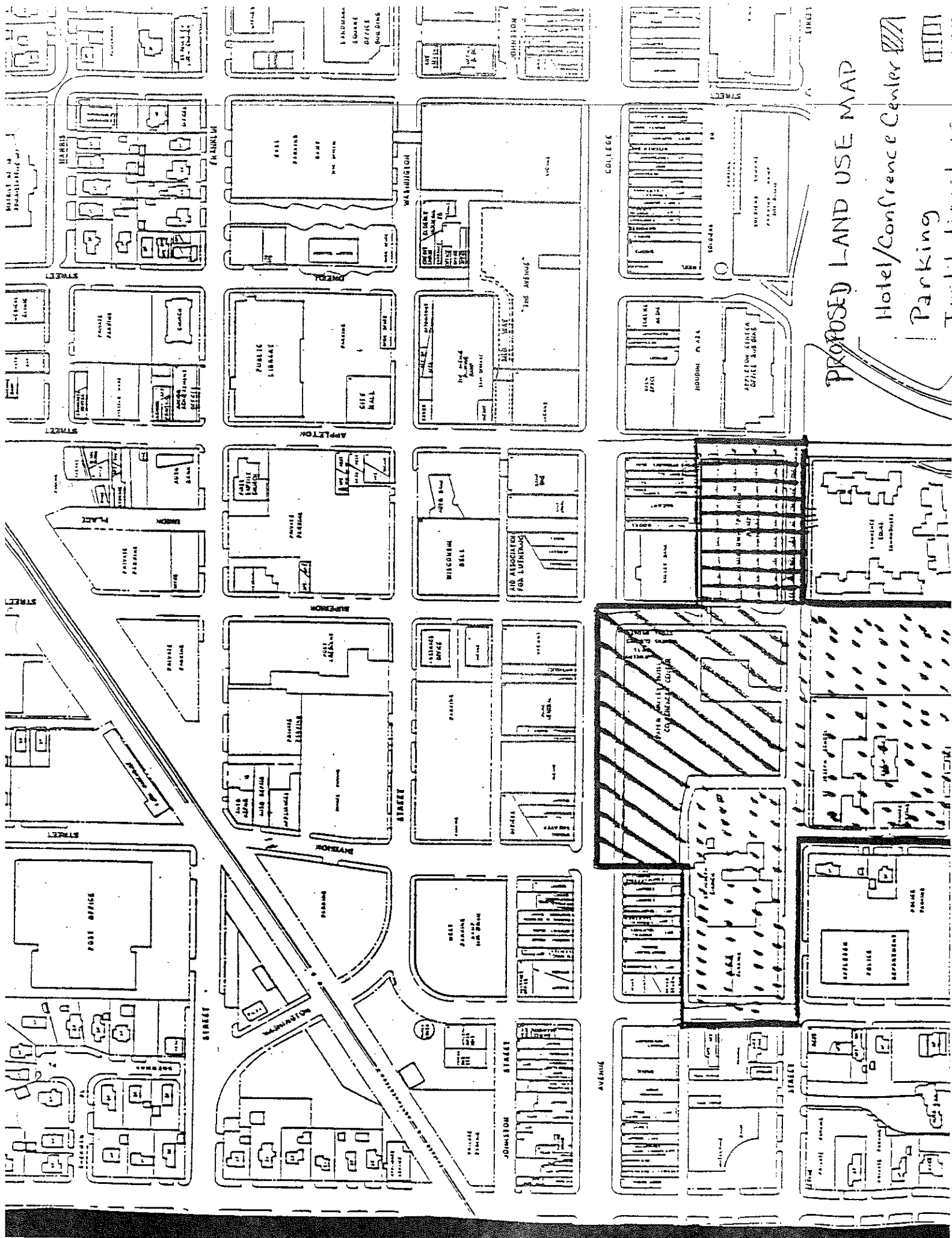
1. Construction of a new hotel or expansion, relocation of public utilities and other infrastructure improvements associated with this Redevelopment Project.

V. A. CONFORMANCE WITH GENERAL PLAN

This Redevelopment Plan is in conformity with the land use distribution concepts of the Comprehensive Plan for the City of Appleton 1987-2010 as adopted as a guide by the Common Council of the City of Appleton on September 30, 1987.



Original Boundary
Proposed Boundary
PROJECT BOUNDARIES
EXISTING LANDUSE ALIEN



PROPOSED LAND USE MAP
Hotel/Conference Center
Parking

APPROVAL OF RESOLUTION BY MAYOR

The foregoing Resolution No. _____, entitled:

RESOLUTION APPROVING AMENDMENT TO REDEVELOPMENT PLAN
FOR REDEVELOPMENT AREA NO. 7, DECLARING BLIGHT
AND APPROVING AMENDED BOUNDARIES
OF REDEVELOPMENT AREA NO. 7,

adopted by a two-thirds vote of the Common Council of the City of Appleton, Wisconsin, on November 4, 1992, is hereby approved.

Dated: November 4, 1992.

Mayor

Recorded: November _____, 1992.

Clerk

Resolution No.

REDEVELOPMENT AUTHORITY OF THE CITY OF APPLETON, WISCONSIN

A RESOLUTION CONDITIONALLY APPROVING
PROPOSED AMENDMENTS TO PROJECT PLANS
FOR CITY OF APPLETON REDEVELOPMENT AREA NO. 7
AND AUTHORIZING REQUEST FOR DEVELOPER PROPOSALS

WHEREAS, Section 66.431 of the Wisconsin Statutes (the "Act") authorizes the Redevelopment Authority of the City of Appleton, Wisconsin (the "Authority") to undertake certain activities within the City of Appleton (the "City") for the purpose of carrying out blight elimination, slum clearance and urban renewal programs and projects as set forth in the Act, together with all powers necessary or incidental to effect adequate and comprehensive blight elimination, slum clearance and urban renewal programs and projects; and

WHEREAS, pursuant to Section 6 of the Act, the Authority has previously prepared, and the Common Council has approved, a Redevelopment Project Plan for Redevelopment Area No. 7 in the City; and

WHEREAS, Section 6(d) of the Act provides that, at any time after a redevelopment plan has been approved both by the Authority and the Common Council, it may be amended by resolution adopted by the Authority, and such amendment shall be submitted to the Common Council for its approval by a two-thirds vote before such amendment shall become effective; and

WHEREAS, Section 6(d) of the Act further provides that it shall not be required in connection with any amendment to a redevelopment plan that the provisions of Section 6 of the Act with respect to public hearing and notice be followed unless the boundaries described in the plan are altered to include other property; and

WHEREAS, Section 11(a) of the Act provides that an approved project area redevelopment plan may be modified at any time after the lease or sale of the area or part thereof, provided that the modification is consented to by the lessee or purchaser, and that the proposed modification is adopted by the Authority and then submitted to the local legislative body and approved by it; and

WHEREAS, Section 11(a) of the Act further provides that before approving a modification to a redevelopment plan after the sale or lease of the redevelopment area or any part thereof, the Authority shall hold a public hearing on the proposed modification, and notice of the time and place of hearing shall be sent by mail at least 10 days prior to the hearing to the owners of the real properties in the project area and of the real properties immediately adjoining or across the street from the project area; and

WHEREAS, the Act provides that all contracts entered into by the Authority, other than those for personal or professional services, in excess of \$3,000 shall be subject to bid and awarded to the lowest qualified and competent bidder;

WHEREAS, pursuant to Section 11(a) of the Act, the Authority now desires to amend the boundaries of Redevelopment Area No. 7 and to make certain other amendments to the Project Plan for Redevelopment Area No. 7 relating to project costs within Redevelopment Area No. 7; and

WHEREAS, in connection with the amendment of the project plan for Redevelopment Area No. 7, the Authority is desirous of receiving proposals from interested persons (any such person who in response to the Request for Proposals hereinafter authorized is awarded a contract by the Authority, is hereinafter referred to as a "Developer") for financing the development of a hotel addition therewith is willing to exercise its powers under the Act to aid in such development, including the issuance of revenue bonds therefor, provided, however, that the participation of the Authority shall be on the conditions that:

(a) The proposals shall specifically identify any expenditure of funds or the incurrance of general indebtedness by the Authority or the City or the use of the City's taxing powers in connection with the proposed development; and

(b) Any revenue bonds issued by the Authority pursuant to such proposals shall not constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall be payable solely from revenues derived from the Developer or otherwise provided for pursuant to the terms of an agreement to be entered into with the Developer; and

(c) The participation of the authority pursuant to the proposal shall conform in all respects to the requirements of the Act, and the Authority shall receive a legal opinion to such effect (at the expense of the Developer) from legal counsel acceptable to the Authority;

NOW THEREFORE, BE IT RESOLVED by the Redevelopment Authority of the City of Appleton as follows:

1. Conditional Approval of Amendments to Redevelopment Area No. 7. Subject to the conditions set forth in Section 2 hereof, and subject to approval by all of the lessees or purchasers of any part of Redevelopment Area No. 7 and by a two-thirds vote of

the Common Council, the Redevelopment Project Plan for City of Appleton Redevelopment Project Area No. 7 shall be amended as set forth in Exhibit A hereto.

2. Public Hearing on Amended Boundaries of Redevelopment Area No. 7. The Authority shall conduct a public hearing on the amendment of the boundaries of and the Project Plan for Redevelopment Project Area No. 7 at _____ p.m. on October 15, 1992. Notice of such hearing, in substantially the form attached hereto as Exhibit B, shall be published as a class 2 notice under Chapter 985 of the Wisconsin Statutes, the last insertion to occur at least 10 days prior to the date set for the hearing.

Pursuant to Section 6(d) of the Act, at least 20 days prior to the date set for the hearing on the amendments to the Project Plan for City of Appleton Redevelopment Area No. 7, notice of the time, place and purpose of such hearing shall be transmitted by certified mail, with return receipt requested, to each owner of real property of record within the proposed amended boundaries of the redevelopment plan.

Pursuant to Section 11(a) of the Act, at least 10 days prior to the date set for the hearing on the amendments to the Project Plan for City of Appleton Redevelopment Area No. 7, notice of the time, place and purpose of such hearing shall be sent by mail to the owners of the real properties in the project area and of the real properties immediately adjoining or across the street from the project area.

3. Authorization of Request for Developer Proposals. The appropriate officers of the Authority are hereby authorized and directed by advertising and by other appropriate means, to invite prospective Developers to submit proposals to the Authority for financing the development of a hotel addition project in Redevelopment Area No. 7. All such proposals shall be in writing and received in the office of the Authority not later than ____:____ p.m., local time, on October 10, 1992. Each proposal must describe the proposed development and the location thereof and the proposed participation of the Authority with respect to the financing of the development. The Authority will consider at a meeting to be held upon proper notice not earlier than October 15, 1992, all timely proposals received. The Authority may accept more than one proposal and may reject any or all proposals. The appropriate officers of the Authority are hereby authorized and directed to publish a Request for Proposals in substantially the same form as the attached Exhibit C in the official city newspaper as a class 2 notice, the last such publication to be not later than October 5, 1992.

EXHIBIT A

Amendments to Project Plan for Redevelopment Area No. 7

EXHIBIT B

NOTICE OF PUBLIC HEARING
TO TAXPAYERS IN THE CITY OF APPLETON, WISCONSIN

The Redevelopment Authority of the City of Appleton, Wisconsin, having before it consideration of a amendments to the boundaries of Redevelopment Project Area No. 7 and certain other amendments to said project plan, hereby gives notice as follows:

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Redevelopment Authority of the City of Appleton, Wisconsin in Room _____ of the City Hall, 200 North Appleton Street, Appleton, Wisconsin, at _____ p.m. on October 15, 1992, at which time interested parties will be afforded an opportunity to express their views on the proposed amendments the project plan for City of Appleton Redevelopment Area No. 7. The project area is located in an area _____

EXHIBIT C

REQUEST FOR PROPOSALS

The Redevelopment Authority of the City of Appleton, Wisconsin, pursuant to a Resolution adopted by the Authority on September 16, 1992, requests interested persons to make written proposals at the Office of the Authority, before 4:00 p.m., local time, on October 10, 1992, for financing the development by such persons of a hotel addition project in the City of Appleton Redevelopment Area No. 7.

Each proposal must describe the proposed hotel addition development and the location thereof and the proposed participation of the Authority with respect to the financing of the development. Each proposal must specifically identify and expenditure of funds or the incurrence of general indebtedness by the Authority or the City or the use of the City's taxing powers in connection with the proposed development. The Authority may accept more than one proposal and may reject any or all proposals.

A copy of the Resolution of the Authority referenced above and additional information may be obtained by addressing inquiries to the undersigned at the Redevelopment Authority of the City of Appleton, Appleton, Wisconsin 54911.

Title: _____

July

CERTIFICATION

I, WILLIAM A. BREHM, JR., the Executive Director and Secretary of the Appleton Redevelopment Authority of the City of Appleton, Wisconsin, do hereby certify that the attached Redevelopment Plan for Appleton Redevelopment Project No. 7 is a true and correct copy of a Plan adopted by the Appleton Redevelopment Authority of the City of Appleton, Outagamie County, Wisconsin, at a regular meeting held July 14, 1980.

Dated at Appleton, Wisconsin this 19th day of September, 1980.

APPLETON REDEVELOPMENT AUTHORITY

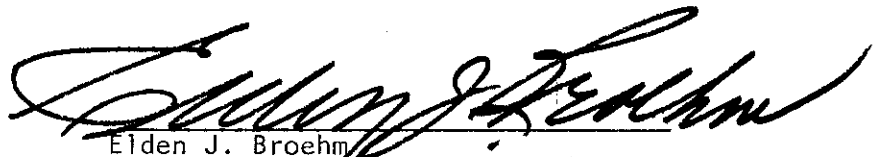


William A. Brehm, Jr.
Executive Director
Secretary

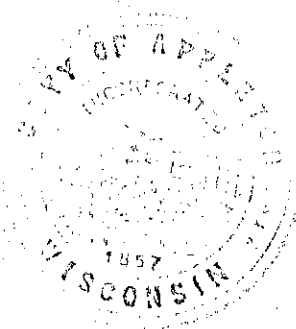
I, ELDEN J. BROEHM, City Clerk of the City of Appleton, Wisconsin do hereby certify that the attached Redevelopment Plan for Appleton Redevelopment Project No. 7 is a true and correct copy of a Plan adopted by the Common Council of the City of Appleton, Outagamie County, Wisconsin, at a regular meeting held July 16, 1980.

Dated at Appleton, Wisconsin this 19th day of September, 1980.

CITY OF APPLETON



Elden J. Broehm
City Clerk



APPLETON REDEVELOPMENT PROJECT NO. 7

REDEVELOPMENT PLAN

APPLETON, WISCONSIN

CITY OF APPLETON

Dorothy Johnson, Mayor

ALDERMEN

Irene J. Witter
Paul T. Schreiter
William J. Siebers, Jr.
Daniel J. Balliet
Robert N. Janosky
Michael D. Radl
John A. Humlicek
Eldred J. Mullen
Richard A. Casperson
Donald M. Brown
Anthony J. Utschig
Robert W. Swanson
Glenn W. Thompson
Roylance H. Pointer
David A. Stanek
Frank J. Mousley
John V. Gosch
James C. Koleske
James M. Hartzheim
James R. Smits

PREPARED BY: Appleton Redevelopment Authority
200 North Appleton Street
Appleton, Wisconsin 54911

COMMISSIONERS: Paul H. Heid, Chairman
Delmar J. Schwaller, Vice-Chairman
James C. Koleske
V.I. Minahan
Peter W. Nordell
E. Virginia Rosenberg
Marwin O. Wrolstad

APPLETON REDEVELOPMENT PROJECT NO. 7
APPLETON, WISCONSIN

I INTRODUCTION

Recognizing that obsolescence, deterioration and blight is a threat to the continued stability and vitality of the City of Appleton as the business, governmental, institutional, and cultural heart of the region and as a focus of community pride and achievement, the Appleton Redevelopment Authority has initiated this redevelopment project in the Central Business District.

This project is proposed to be carried out and effectuated by the Redevelopment Authority of the City of Appleton, (also known as the Appleton Redevelopment Authority), pursuant to and in accordance with Wisconsin Statutes, Title VIII, Chapter 64.431, Blight Elimination and Slum Clearance Act, as amended.

II DESCRIPTION OF THE REDEVELOPMENT PROJECT AREA

A. BOUNDARIES OF THE REDEVELOPMENT PROJECT AREA

The boundaries of the redevelopment project area are shown on Map No. 1 labelled Project Boundaries, Existing Land Uses, and Conditions of Real Property, and include that portion of the City of Appleton, County of Outagamie, Wisconsin, bounded generally as follows:

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The following objectives have been established for the redevelopment of Appleton Redevelopment Project No. 7:

- a. Eliminate obsolescent and deteriorating or deteriorated buildings, blighting influences and environmental deficiencies which detract from the functional unity, aesthetic appearance and economic welfare of this important section of the Central Business District and to prevent the recurrence of blight and blighting conditions.
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The proposed land uses of the Appleton Redevelopment Project No. 7 are shown on the map attached hereto and made a part hereof, labelled Proposed Land Use, Map No. 2.

The major land use categories for the project are commercial/hotel and parking.

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No zoning change will be required for this project.

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The land uses permitted in the project area are as follows:

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6. To remove impediments to contemporary Central Business District development due to diversity of ownership.
7. To remove basically sound buildings in order to assemble land into parcels of adequate size and shape to meet contemporary development needs and standards and to allow construction to meet the objectives of the Redevelopment Plan for the project area.

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The land disposition parcels are shown on the Land Disposition Map, Map No. 4, attached hereto and made a part hereof. Land will be sold, leased or otherwise disposed of to redevelopers who will be required by contractual agreement to redevelop in accordance with the Redevelopment Plan. The contract will clearly define the obligations of the redeveloper and the Appleton Redevelopment Authority.

1. SELECTION OF REDEVELOPERS

The Appleton Redevelopment Authority will select a redeveloper based on a determination of his ability to carry out his proposal, and conformance to the requirements and objectives of the Redevelopment Plan.

A public hearing will be held at the time of disposition of the property if such disposition is not competitively bid.

C. REDEVELOPERS OBLIGATIONS

The disposition of all lands shall be by means of a contract for sale or lease which shall specify, among other things, that the purchaser or lessor shall:

1. Agree on behalf of himself and heirs and assigns not to permit the sale, lease or use of property or facilities thereon by any party who would use any part of the project area in a manner to permit discrimination or restriction on the basis of race, creed, color, sex, religion, or national origin.
 2. Agree to acquire land and commence and complete construction according to a schedule which shall be mutually agreed on.
 3. Agree to provide a bond or other surety acceptable to the Appleton Redevelopment Authority to insure performance under the contract of sale or lease upon obtaining permanent financing for the project.
 4. Agree to submit plans to the Appleton Redevelopment Authority for review and approval as to conformity with the Redevelopment Plan.
 5. Agree that the property shall not be sold or transferred prior to certified completion of improvements without the prior written approval of the Appleton Redevelopment Authority.
- 8

D. DURATION OF CONTROLS

The provisions, requirements, restrictions, and controls in the Redevelopment Plan shall remain in effect until July 1, 1995, and shall be subject to amendment and revision only upon review and approval by the Appleton Redevelopment Authority as provided for herein.

V OTHER PROVISIONS TO MEET STATE REQUIREMENTS

The Blight Elimination and Slum Clearance Act states:

"Such redevelopment plan shall conform to the general plan for the city and shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements in the project area, and shall include, without being limited to, a statement of the boundaries of the project area; a map showing existing uses and conditions of real property therein; a land use plan showing proposed uses of the area; information showing the standards of population density, land coverage and building intensity in the area after redevelopment; present and potential equalized value for property tax purposes; a statement of proposed changes, if any, in zoning ordinances or maps and building codes and ordinances; a statement as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment; and a statement of a feasible method for the relocation of families to be displaced from the project area."

To satisfy these requirements, the following general statements and maps are included herein.

A. CONFORMANCE WITH GENERAL PLAN

This Redevelopment Plan is in conformity with the land use distribution concepts of the Comprehensive Plan for the City of Appleton as prepared by Harland Bartholomew and Associates, consultants, dated January, 1966, and adopted as a guide by the Common Council of the City of Appleton on January 29, 1969.

9

B. RELATIONSHIP TO LOCAL OBJECTIVES

1. APPROPRIATE LAND USE

The proposed land uses are in essential conformity with those contained in the Comprehensive Plan and consistent with the overall local objective to improve total quality of commercial areas through construction of new development.

2. TRAFFIC

There are no changes proposed to existing street traffic patterns. However, it is contemplated that the alley lying within the project area will be vacated.

3. PUBLIC TRANSPORTATION

There are no changes proposed in the present public transportation system.

4. PUBLIC UTILITIES

The relocation of storm and sanitary sewer which pass through the project site may be necessary.

5. COMMUNITY FACILITIES

It is proposed that the City erect a 500-800 vehicle parking ramp within the eastern portion of the Redevelopment Project site. Other surface parking lots may be constructed by the City. It is anticipated that a pedestrian connection between the ramp and the proposed hotel will be constructed by the City.

6. OTHER PUBLIC IMPROVEMENTS

No other public improvements are anticipated.

C. PROJECT AREA BOUNDARIES

The project boundaries are described in Section 11,A, and shown on Map No. 1, Project Boundaries, Existing Land Uses and Conditions of Real Property, attached hereto and made a part hereof.

D. EXISTING LAND USES

The existing land uses are shown on Map No. 1, labelled Project Boundaries Existing Land Uses, and Conditions of Real Property, attached hereto and made a part hereof.

E. CONDITIONS OF REAL PROPERTY

The exterior structural conditions of real property located within the project area are shown on Map No. 1, labelled Project Boundaries, Existing Land Uses, and Conditions of Real Property, attached hereto and made a part hereof.

F. LAND USE PLAN

The proposed land uses are shown on Map No. 2, Proposed Land Uses, attached hereto and made a part hereof.

G. REDEVELOPMENT STANDARDS

General planning, design and redevelopment standards and objectives are set forth in Sections II, III, and IV of this Redevelopment Plan.

H. EQUALIZED VALUE FOR PROPERTY TAX PURPOSES

The equalized value of the project area for property tax purposes is as follows:

Present equalized value of properties - \$1,746,000

Potential equalized value of properties - \$6,970,000

I. PROPOSED ZONING CHANGES

It is proposed that the zoning of the area bounded by Lawrence Street, Jones Park, Eighth Street, and Elm Street be changed from R-3 (Apartment Residential) to C-4 (Central Business District). No other changes in zoning are recommended.

J. SITE IMPROVEMENTS AND PUBLIC UTILITIES

The following site improvement is generally anticipated to be provided to support the new land uses in the project area after redevelopment.

1. Construction of a new parking ramp, and construction of a pedestrian walkway from the upper level of the ramp to the hotel portion of the Redevelopment Project.

K. FEASIBLE METHOD OF RELOCATION

The following constitutes the Relocation Plan to be implemented by the Appleton Redevelopment Authority for the project area.

1. RELOCATION

The Appleton Redevelopment Authority will provide for businesses and individuals the opportunity of being rehoused in accommodations which are decent, safe, and sanitary, and which are within their financial means and reasonably close to their present location. It is estimated that adequate relocation properties are either presently available or will be available during the relocation period. It is anticipated that householders within the project area will be relocated into private sales and private rental housing.

2. RELOCATION ASSISTANCE ADVISORY PROGRAM

The Appleton Redevelopment Authority will develop and implement a relocation assistance advisory program which shall be administered so as to provide advisory services which offer maximum assistance, to minimize the hardship of displacement, and to assure that all persons displaced from their dwellings are relocated into housing meeting established criteria and all persons displaced from their businesses are assisted in re-establishing with a minimum of delay and loss of earnings.

3. RELOCATION PAYMENTS

The Appleton Redevelopment Authority recognizes its responsibility to make relocation payments and to provide relocation assistance and services as contemplated by Wisconsin Statutes, Section 32.19 through 32.27 and shall further be guided by the Relocation Guidelines for the State of Wisconsin promulgated by the Department of Local Affairs and Development in carrying out the project area relocation program.

L. POPULATION DENSITY CONTROL

The use of the property will be entirely commercial and parking in the future.

M. PROCEDURE FOR CHANGES IN APPROVED PLAN

If the Appleton Redevelopment Authority desires to modify this Redevelopment Plan, it may do so by approval of the Authority Board of Commissioners. Any revision to the project boundaries shall require a public hearing.

Any change affecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

13

THE CITY OF

Appleton

APPLETON REDEVELOPMENT AUTHORITY
200 North Appleton Street
Appleton, WI 54911
(414) 832-6460

September 18, 1992

To All Property Owners:

The Appleton Redevelopment Authority of the City of Appleton will consider amendments to the boundaries of the Redevelopment Project Area No. 7 and certain other amendments to the Redevelopment Area Plan (see map attached).

A public hearing will be held before the Redevelopment Authority in City Hall, Committee Room "A", 200 North Appleton Street, at 4:00 P.M. on October 15, 1992. All interested parties will be given an opportunity to attend and express their views on the proposed amendments to the project plan for this area.

If you have any questions or require additional information on the above described amendments, feel free to contact me at 832-6468.

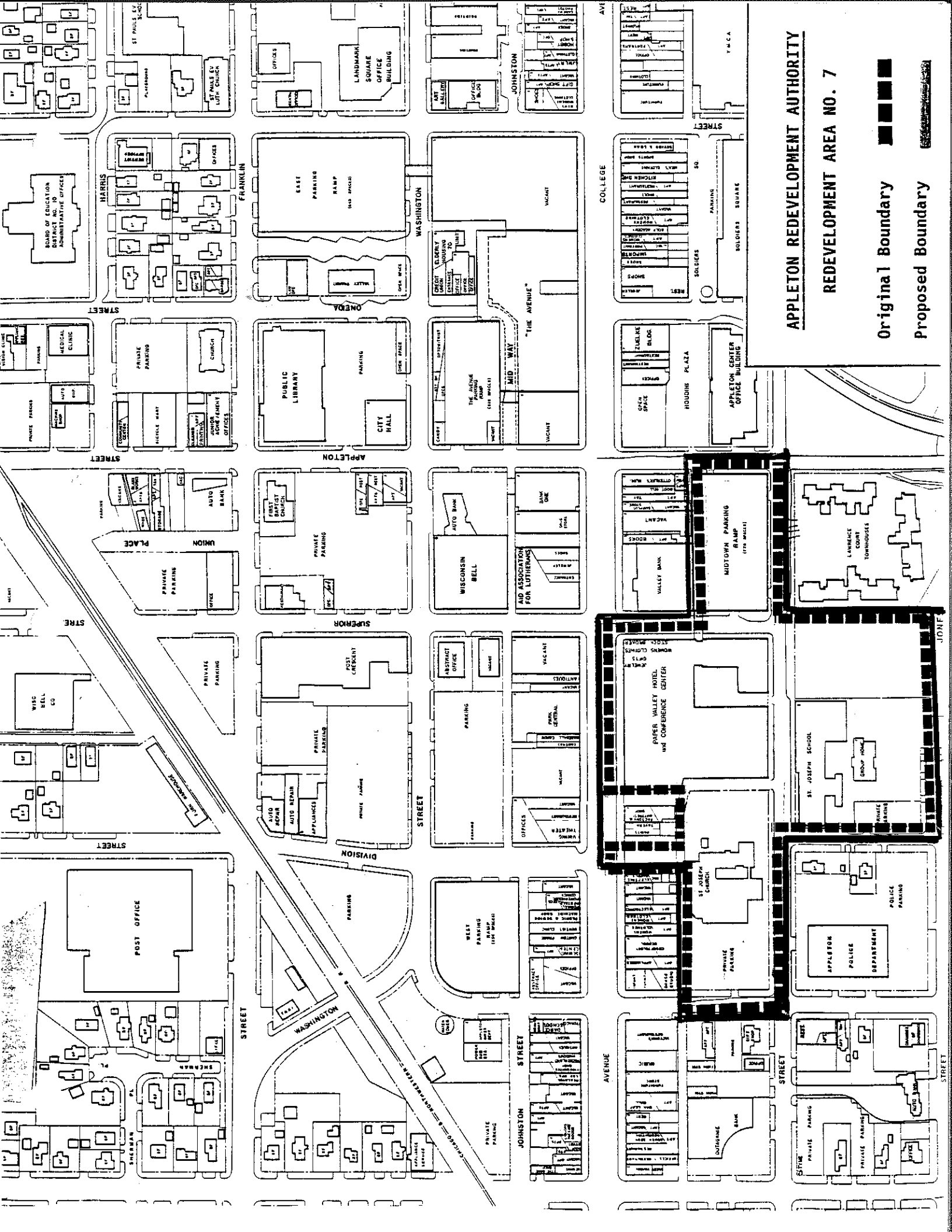
Sincerely,



Charles C. Graves
Director

CCG:cew

Enclosure



APPLETON REDEVELOPMENT AUTHORITY
REDEVELOPMENT AREA NO. 7

Original Boundary
Proposed Boundary

H.C. PRANG

PENNEY'S

1.

3

MAP 1

**PROJECT BOUNDARIES, EXISTING
LAND USES, AND CONDITIONS
OF REAL PROPERTY**

PROJECT BOUNDARY
STANDARD CONDITION
BLIGHTED*CONDITION

*AS DEFINED BY WIS. STATUTES--SECTION 66.431

JONES

PARK

ST. JOSEPH
ELEM. SCHOOL

CONVENT

**GAR-
AGE**

APPLETON
POLICE
DEPARTMENT

PACKING

EIGHTH STREET

Figure 1

26

4

4

1

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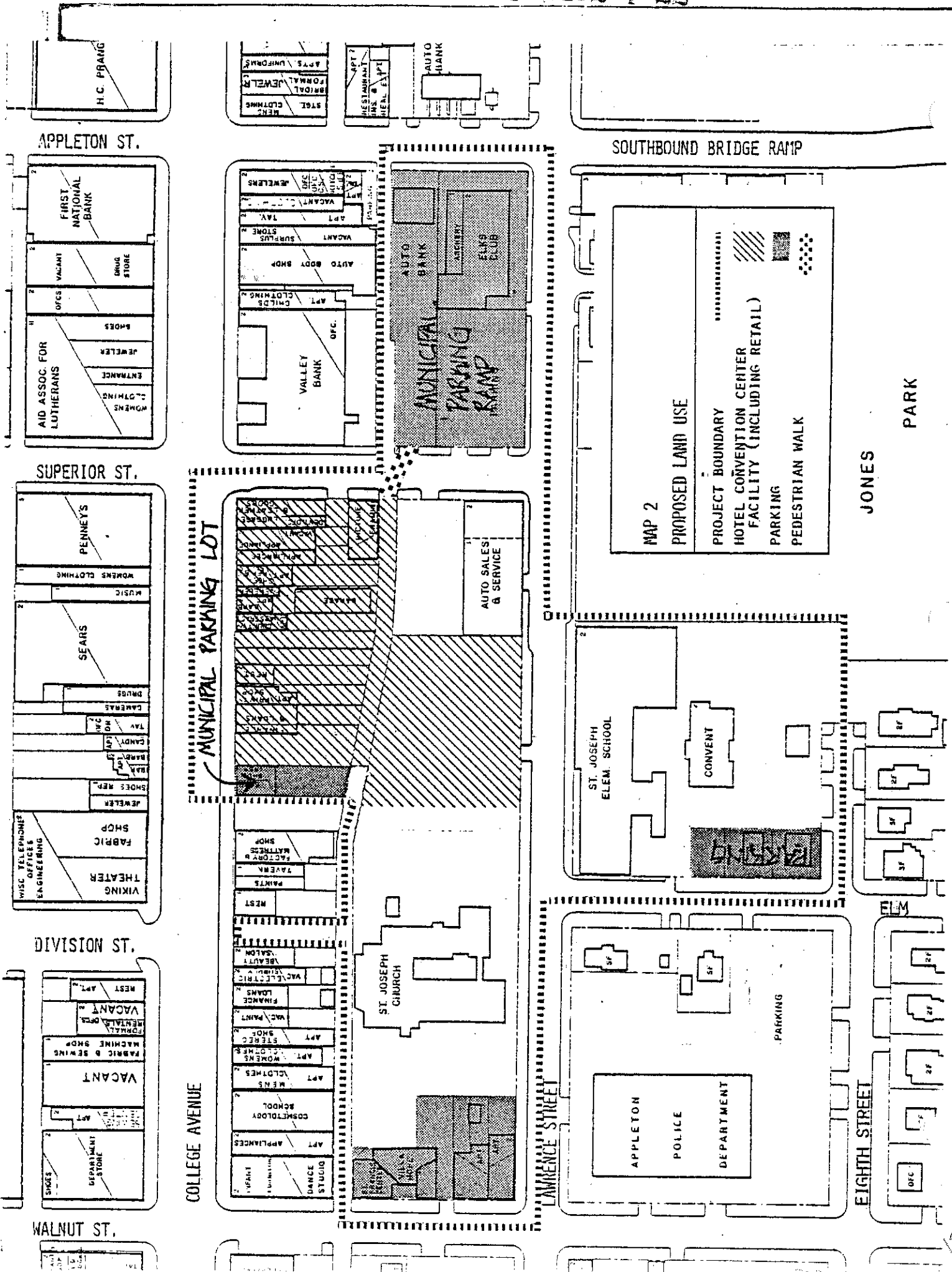
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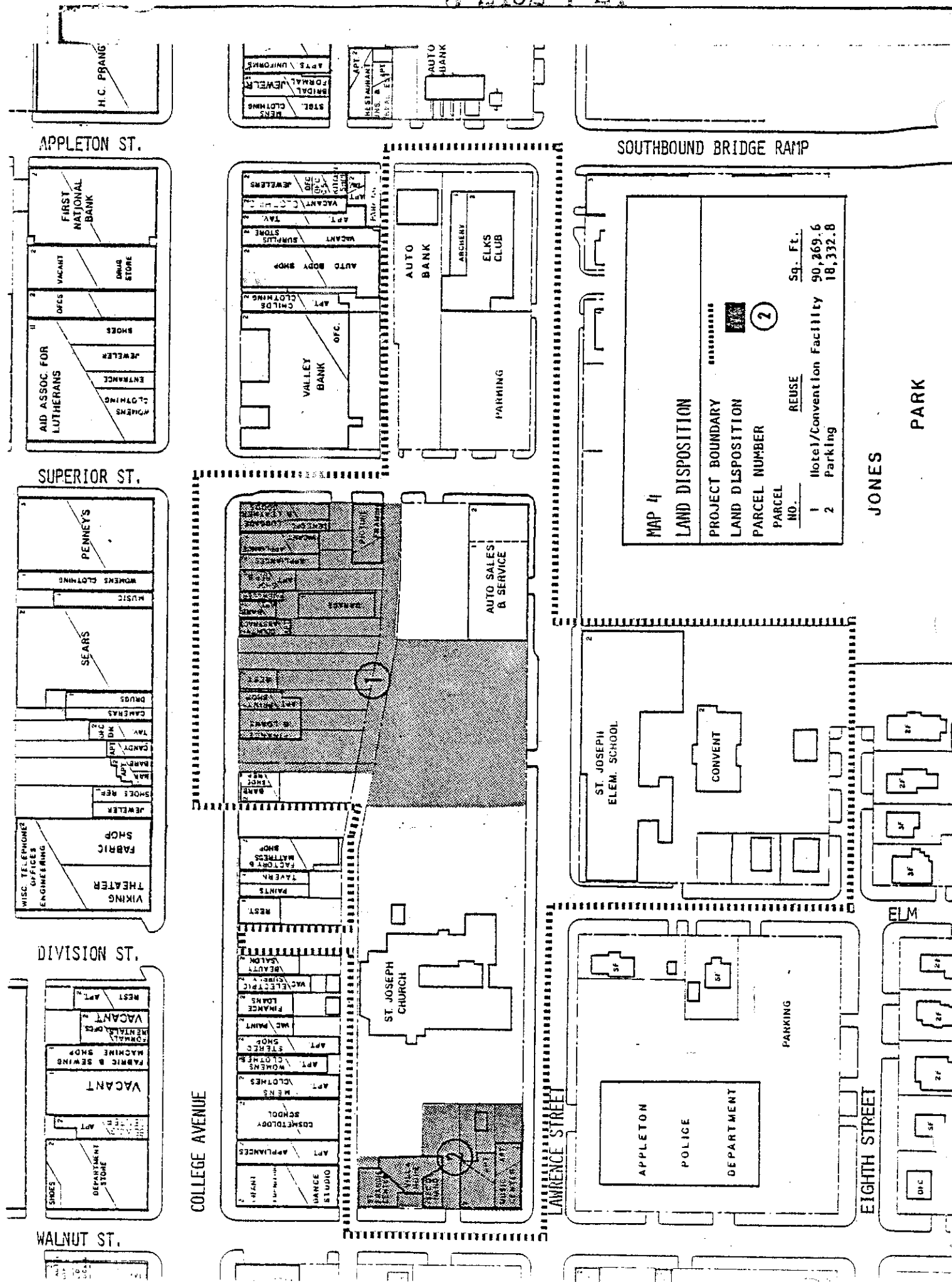
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J 2402 I 25

OUTAGAMIE
Document # 787876

ENTERED

REGISTER'S OFFICE
OUTAGAMIE COUNTY, WI.
RECEIVED AND RECORDED ON

SEP 19 1980

AT 3 O'CLOCK P.M.
IN JACKET 2402 PAGE 8-25
D. P. [Signature]
REGISTER OF DEEDS/MX

AND

(PHOTOCOPY IN FILE) 18th
APPLETON REDEV. AUTHORITY

THE CITY OF **Appleton** DEPARTMENT OF PLANNING & DEVELOPMENT

200 North Appleton Street
P.O. Box 1857
Appleton, WI 54913-1857
414/735-6460

MEMORANDUM

DATE: May 6, 1985
TO: City Plan Commission
FROM: William A. Brehm, Jr. *B*
Director of Planning & Development
RE: Amendment to ARP #7

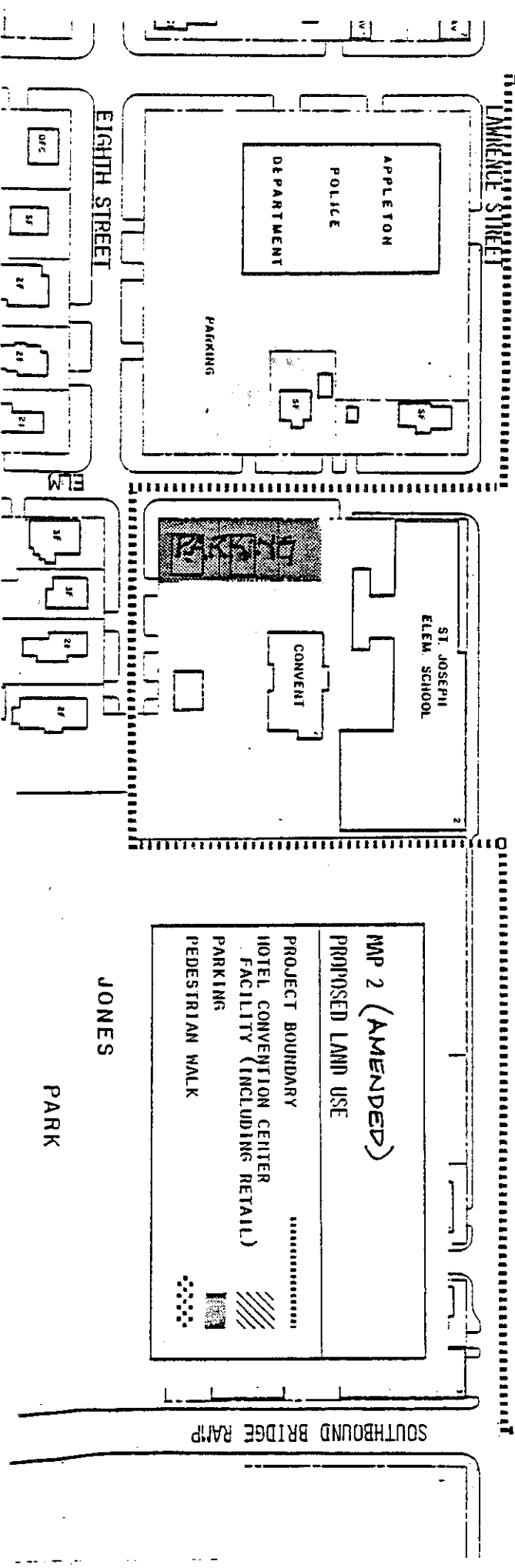
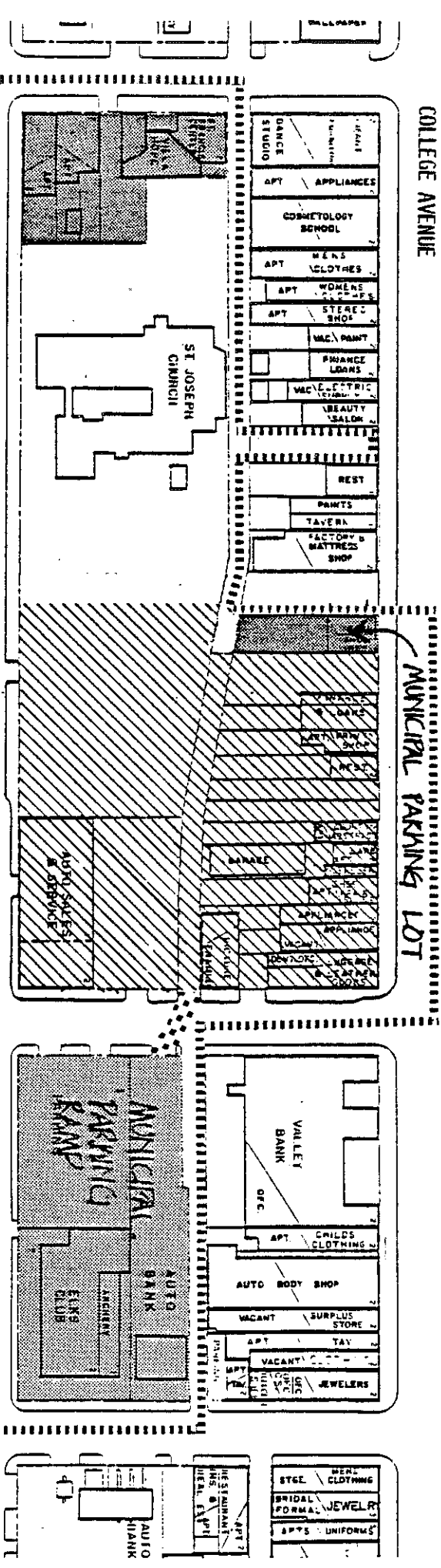
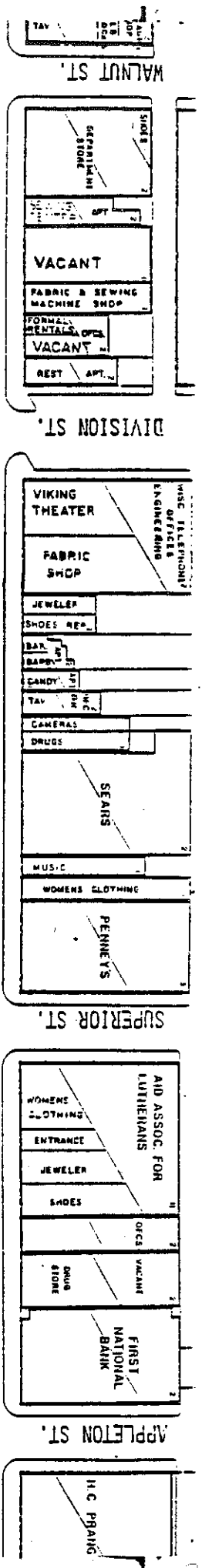
In order to consider development of a hotel in the ARP #7 project area, the present plan should be amended to provide for the possibility of purchase of additional land for redevelopment purposes.

The Appleton Redevelopment Authority adopted the following action on May 2, 1985:

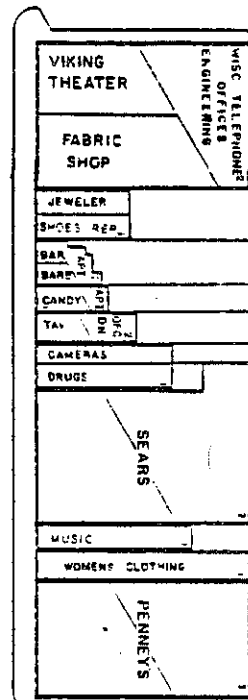
THAT REDEVELOPMENT PLAN NUMBER SEVEN BE AMENDED TO REVISE
MAPS NO. 2, 3, AND 4 AS ATTACHED.

dpk
Attachment

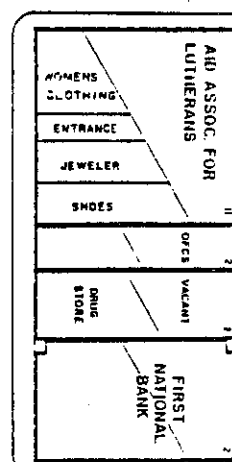
19



DIVISION ST.



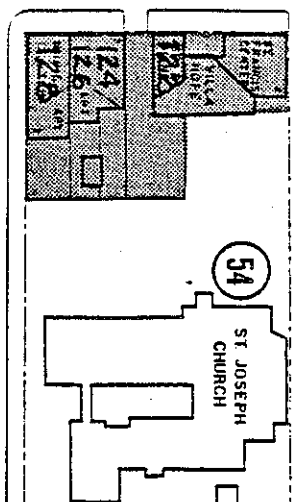
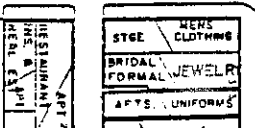
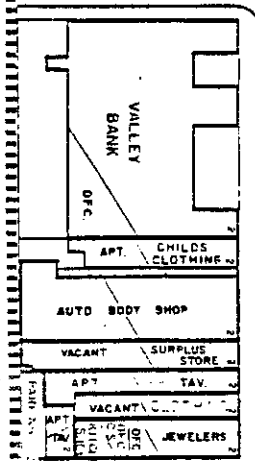
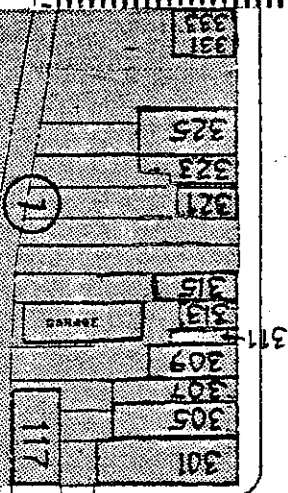
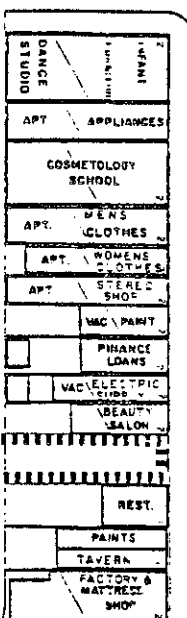
SUPERIOR ST.



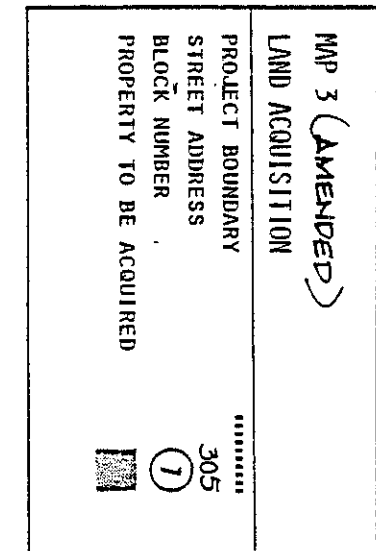
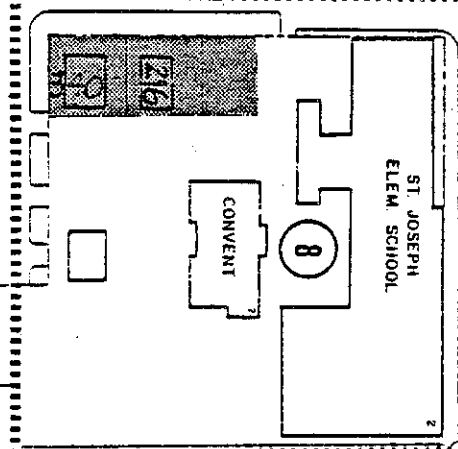
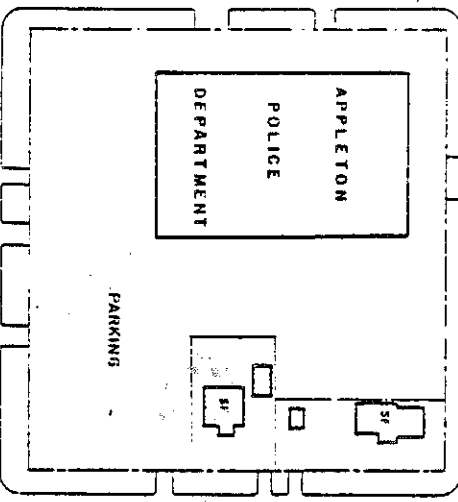
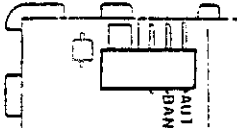
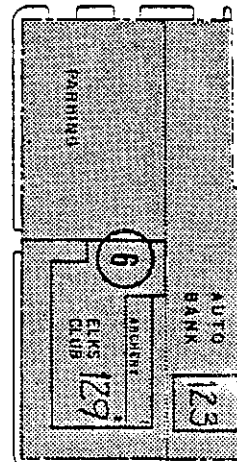
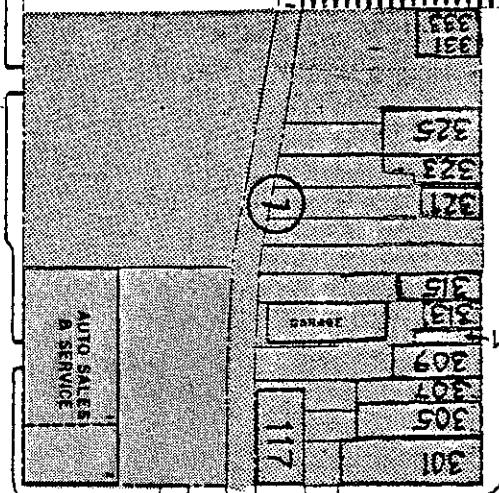
APPLETON ST.



COLLEGE AVENUE



BLOCK LINE



SOUTHBOND BRIDGE RAMP

EIGHTH STREET

JONES

PARK

APPLETON REDEVELOPMENT PROJECT NO. 7

APPLETON, WISCONSIN

Ex 12
Copy

INTRODUCTION

Recognizing that obsolescence, deterioration and blight is a threat to the continued stability and vitality of the City of Appleton as the business, governmental, institutional, and cultural heart of the region and as a focus of community pride and achievement, the Appleton Redevelopment Authority has initiated this redevelopment project in the Central Business District.

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B. LAND DISPOSITION

The land disposition parcels are shown on the Land Disposition Map, Map No. 4, attached hereto and made a part hereof. Land will be sold, leased or otherwise disposed of to redevelopers who will be required by contractual agreement to redevelop in accordance with the Redevelopment Plan. The contract will clearly define the obligations of the redeveloper and the Appleton Redevelopment Authority.

1. SELECTION OF REDEVELOPERS

The Appleton Redevelopment Authority will select a redeveloper based on a determination of his ability to carry out his proposal, and conformance to the requirements and objectives of the Redevelopment Plan.

A public hearing will be held at the time of disposition of the property if such disposition is not competitively bid.

C. REDEVELOPERS OBLIGATIONS

The disposition of all lands shall be by means of a contract for sale or lease which shall specify, among other things, that the purchaser or lessor shall:

1. Agree on behalf of himself and heirs and assigns not to permit the sale, lease or use of property or facilities thereon by any party who would use any part of the project area in a manner to permit discrimination or restriction on the basis of race, creed, color, sex, religion, or national origin.
2. Agree to acquire land and commence and complete construction according to a schedule which shall be mutually agreed on.
3. Agree to provide a bond or other surety acceptable to the Appleton Redevelopment Authority to insure performance under the contract of sale or lease upon obtaining permanent financing for the project.
4. Agree to submit plans to the Appleton Redevelopment Authority for review and approval as to conformity with the Redevelopment Plan.
5. Agree that the property shall not be sold or transferred prior to certified completion of improvements without the prior written approval of the Appleton Redevelopment Authority.

D. DURATION OF CONTROLS

The provisions, requirements, restrictions, and controls in the Redevelopment Plan shall remain in effect until July 1, 1995, and shall be subject to amendment and revision only upon review and approval by the Appleton Redevelopment Authority as provided for herein.

V OTHER PROVISIONS TO MEET STATE REQUIREMENTS

The Blight Elimination and Slum Clearance Act states:

"Such redevelopment plan shall conform to the general plan for the city and shall be sufficiently complete to indicate its relationship to definite local objectives as to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements in the project area, and shall include, without being limited to, a statement of the boundaries of the project area; a map showing existing uses and conditions of real property therein; a land use plan showing proposed uses of the area; information showing the standards of population density, land coverage and building intensity in the area after redevelopment; present and potential equalized value for property tax purposes; a statement of proposed changes, if any, in zoning ordinances or maps and building codes and ordinances; a statment as to the kind and number of site improvements and additional public utilities which will be required to support the new land uses in the area after redevelopment; and a statement of a feasible method for the relocation of families to be displaced from the project area."

To satisfy these requirements, the following general statements and maps are included herein.

A. CONFORMANCE WITH GENERAL PLAN

This Redevelopment Plan is in conformity with the land use distribution concepts of the Comprehensive Plan for the City of Appleton as prepared by Harland Bartholomew and Associates, consultants, dated January, 1966, and adopted as a guide by the Common Council of the City of Appleton on January 29, 1969.

B. RELATIONSHIP TO LOCAL OBJECTIVES

1. APPROPRIATE LAND USE

The proposed land uses are in essential conformity with those contained in the Comprehensive Plan and consistent with the overall local objective to improve total quality of commercial areas through construction of new development.

2. TRAFFIC

There are no changes proposed to existing street traffic patterns. However, it is contemplated that the alley lying within the project area will be vacated.

3. PUBLIC TRANSPORTATION

There are no changes proposed in the present public transportation system.

4. PUBLIC UTILITIES

The relocation of storm and sanitary sewer which pass through the project site may be necessary.

5. COMMUNITY FACILITIES

It is proposed that the City erect a 500-800 vehicle parking ramp within the eastern portion of the Redevelopment Project site. Other surface parking lots may be constructed by the City. It is anticipated that a pedestrian connection between the ramp and the proposed hotel will be constructed by the City.

6. OTHER PUBLIC IMPROVEMENTS

No other public improvements are anticipated.

C. PROJECT AREA BOUNDARIES

The project boundaries are described in Section 11,A, and shown on Map No. 1, Project Boundaries, Existing Land Uses and Conditions of Real Property, attached hereto and made a part hereof.

D. EXISTING LAND USES

The existing land uses are shown on Map No. 1, labelled Project Boundaries Existing Land Uses, and Conditions of Real Property, attached hereto and made a part hereof.

E. CONDITIONS OF REAL PROPERTY

The exterior structural conditions of real property located within the project area are shown on Map No. 1, labelled Project Boundaries, Existing Land Uses, and Conditions of Real Property, attached hereto and made a part hereof.

F. LAND USE PLAN

The proposed land uses are shown on Map No. 2, Proposed Land Uses, attached hereto and made a part hereof.

G. REDEVELOPMENT STANDARDS

General planning, design and redevelopment standards and objectives are set forth in Sections II, III, and IV of this Redevelopment Plan.

H. EQUALIZED VALUE FOR PROPERTY TAX PURPOSES

The equalized value of the project area for property tax purposes is as follows:

Present equalized value of properties - \$1,746,000

Potential equalized value of properties - \$6,970,000

I. PROPOSED ZONING CHANGES

It is proposed that the zoning of the area bounded by Lawrence Street, Jones Park, Eighth Street, and Elm Street be changed from R-3 (Apartment Residential) to C-4 (Central Business District). No other changes in zoning are recommended.

J. SITE IMPROVEMENTS AND PUBLIC UTILITIES

The following site improvement is generally anticipated to be provided to support the new land uses in the project area after redevelopment.

1. Construction of a new parking ramp, and construction of a pedestrian walkway from the upper level of the ramp to the hotel portion of the Redevelopment Project.

K. FEASIBLE METHOD OF RELOCATION

The following constitutes the Relocation Plan to be implemented by the Appleton Redevelopment Authority for the project area.

1. RELOCATION

The Appleton Redevelopment Authority will provide for businesses and individuals the opportunity of being rehoused in accommodations which are decent, safe, and sanitary, and which are within their financial means and reasonably close to their present location. It is estimated that adequate relocation properties are either presently available or will be available during the relocation period. It is anticipated that householders within the project area will be relocated into private sales and private rental housing.

2. RELOCATION ASSISTANCE ADVISORY PROGRAM

The Appleton Redevelopment Authority will develop and implement a relocation assistance advisory program which shall be administered so as to provide advisory services which offer maximum assistance, to minimize the hardship of displacement, and to assure that all persons displaced from their dwellings are relocated into housing meeting established criteria and all persons displaced from their businesses are assisted in re-establishing with a minimum of delay and loss of earnings.

3. RELOCATION PAYMENTS

The Appleton Redevelopment Authority recognizes its responsibility to make relocation payments and to provide relocation assistance and services as contemplated by Wisconsin Statutes, Section 32.19 through 32.27 and shall further be guided by the Relocation Guidelines for the State of Wisconsin promulgated by the Department of Local Affairs and Development in carrying out the project area relocation program.

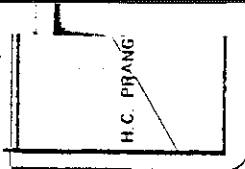
L. POPULATION DENSITY CONTROL

The use of the property will be entirely commercial and parking in the future.

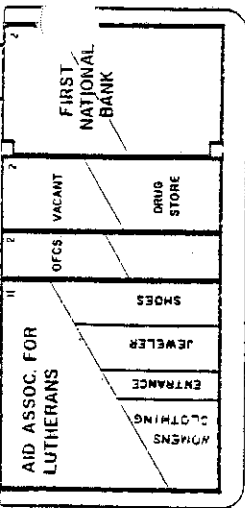
M. PROCEDURE FOR CHANGES IN APPROVED PLAN

If the Appleton Redevelopment Authority desires to modify this Redevelopment Plan, it may do so by approval of the Authority Board of Commissioners. Any revision to the project boundaries shall require a public hearing.

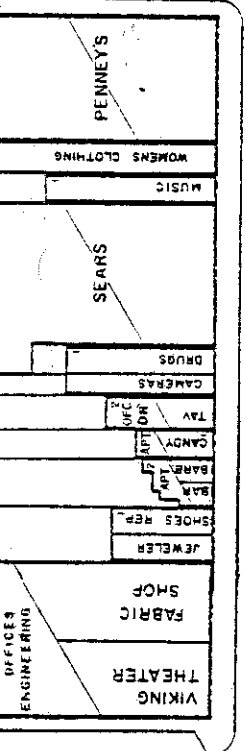
Any change affecting any property or contractual right can be effectuated only in accordance with applicable state and local law.



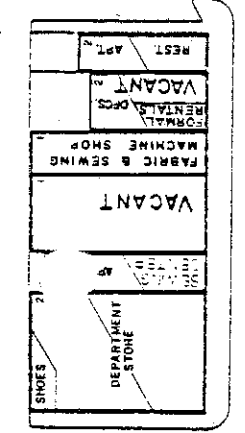
APPLETON ST.



SUPERIOR ST.

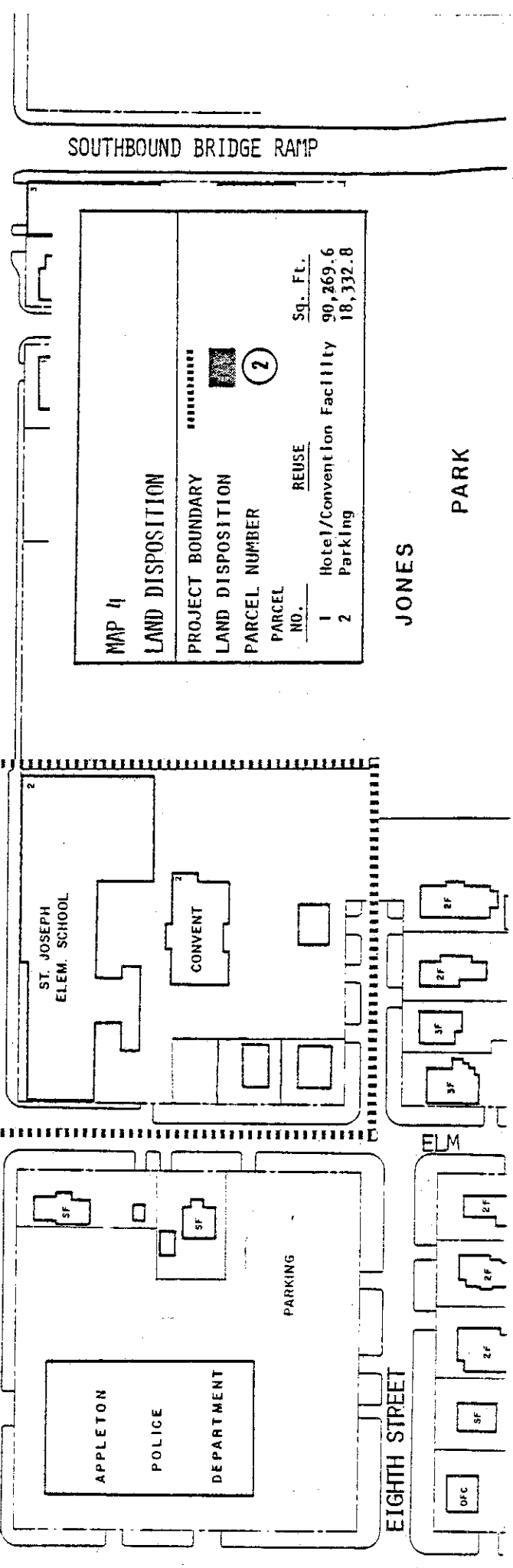
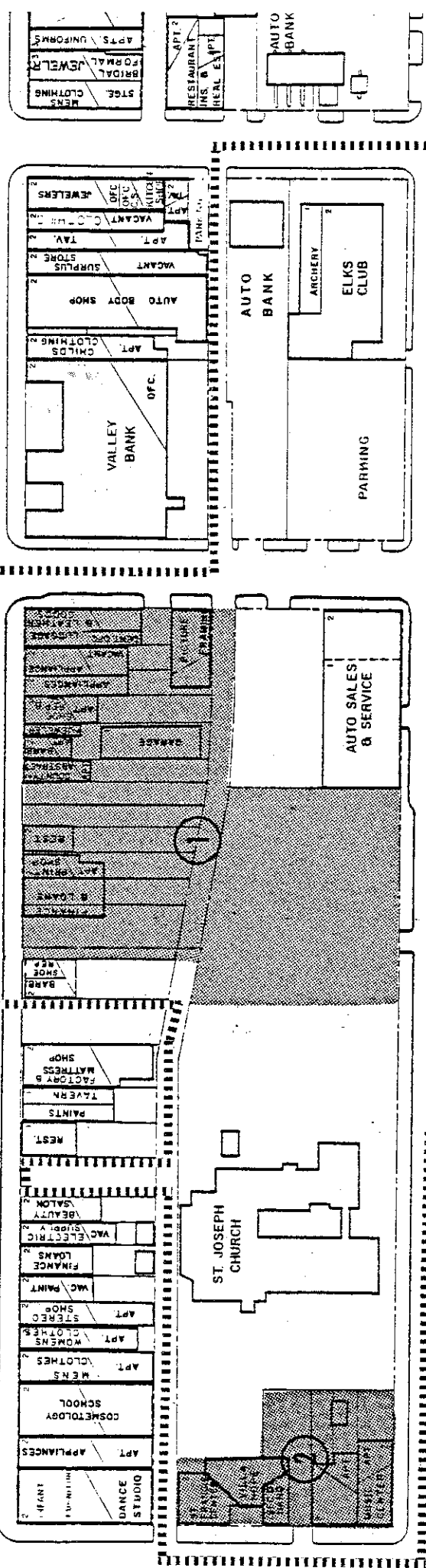


DIVISION ST.



WALNUT ST.

COLLEGE AVENUE



MAP 4

LAND DISPOSITION

PROJECT BOUNDARY	
LAND DISPOSITION	
PARCEL NUMBER	2
PARCEL NO.	1
REUSE	
	Sq. Ft.
1 Hotel/Convention Facility	90,269.6
2 Parking	18,332.8