



City of Appleton

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

Meeting Agenda - Final Finance Committee

Monday, June 11, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Roll call of membership

3. Approval of minutes from previous meeting

[18-0852](#) Finance Committee minutes from May 21, 2018 meeting

Attachments: [MeetingMinutes21-May-2018-09-34-14.pdf](#)

4. **Public Hearings/Apearances**

5. **Action Items**

[18-0865](#) Request to approve contract Amendment / Change Order No. 1 to contract 20-18 for Unit E-18 Miscellaneous Concrete & Street Excavation Repair for additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements in the amount of \$125,000 resulting in no change to contract contingency. Overall contract increases from \$636,000 to \$761,000. Contingent upon approval of Item #18-0784.

Attachments: [Unit E-18 Change Order No.1.pdf](#)

[18-0784](#) Request to approve the following 2018 Budget adjustment:

Water Utility

Water Utility Fund Balance	+\$125,000
Street Patch Program	+\$125,000

to provide funding for additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements (2/3 vote required)

Attachments: [Budget Adjustment for Water Patches.pdf](#)

- [18-0855](#) Request to award the City of Appleton 2018 Parks Hardscape Repairs Project contract to MCC, Inc in the amount of \$205,013 with a contingency of \$15,000 for a project total not to exceed \$220,013.

Attachments: [2018 Parks Hardscape Repairs \(Vulcan Heritage\).pdf](#)

- [18-0856](#) Request to approve Spartan Drive relocation Order (this item also appears on the Utilities Committee agenda and the Muni Services Committee agenda)

Attachments: [Relocation Order \(FINAL 06-06-2018\).pdf](#)

- [18-0858](#) Request approval to reject bids from Jahnke General Contractors and Vinton Construction for the Lower Telulah Park Site Redevelopment project.

Attachments: [2018 Telulah Park Site Redevelopment Project \(Reject Bids\).pdf](#)

- [18-0899](#) Request to approve the following 2018 Budget adjustment:

General Fund - Police

Contracted Services	+\$111,856
Other Reimbursements (AASD)	+ \$16,864
Salaries and Benefits - Crossing Guards	- \$74,572
Salaries - Investigative Services	- \$20,420

to transfer vacant salary dollars to contracted services and make adjustments to recognize the new contracted crossing guard program (2/3 vote required)

Attachments: [Shared Services Agreement - Finance Committee.pdf](#)

- [18-0900](#) Request to approve the following 2018 Budget adjustment:

Valley Transit

Capital Outlay - Bus Purchase	+\$1,425,000
Federal Grants	+\$1,140,000
Fund Balance	- \$ 285,000

to record the purchase of 3 new buses and the related FTA grant and use of VT funds (2/3 vote required)

Attachments: [Request for Authorization to Purchase Buses 06.2018.pdf](#)

[18-0901](#)

Request to approve the following 2018 Budget adjustment:

Valley Transit

Capital Outlay - ITS System	+\$315,901
Federal Grants	+\$252,720
Fund Balance	- \$ 63,181

to record the purchase of a new Intelligent Transportation System (ITS) and the related FTA grant and use of VT funds (2/3 vote required)

Attachments: [Memo to Purchase ITS System 06.2018.pdf](#)

[18-0903](#)

Resolution introduced by Alderperson Meltzer and Alderperson Raasch at the May 16, 2018 Common Council meeting relating to Contractors Non-Discrimination policy:

#6-R-18 - Meltzer/Raasch

WHEREAS the City of Appleton has non-discrimination ordinances for housing, employment and public accommodation, and

WHEREAS the City of Appleton should hold contractors to the same standards it holds itself, therefore

BE IT RESOLVED that the City of Appleton establish a policy asking potential contractors to provide a copy of their own non-discrimination policy to the City.

Attachments: [6-6-18 Memo Re Res. 6-R-18 Contractor Non-discrimination.pdf](#)

[18-0904](#)

The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussions of real estate negotiations regarding the former K-Mart site

6. Information Items

[18-0581](#)

2018 Sustainability Annual Update

Attachments: [2018 Sustainability Report Memo.pdf](#)

[2018 Sustainability Summit.pdf](#)

[GTLC 2017 Report Appleton \(MASTER\).pdf](#)

[GTLC Sustainability Strategies Scoresheet 2017 \(Master\).pdf](#)

[18-0787](#)

Director's Reports:

Finance

- * Deputy Director Position
- * Tyler Munis Project

Legal Services

- * Review of Title histories for City projects
- * Document management and file review
- * Staffing matters

Parks, Recreation & Facilities Management

- * April/May, 2018 Monthly Report

Attachments: [2018 - April and May FMD Report.pdf](#)

[18-0863](#)

Contract 3-18 was awarded to Kaschak Roofing, Inc for the 2018 Fire Station #5 Roof Replacement project in the amount of \$114,900 with a contingency of 10%. Payments issued to date total \$103,410. Request to issue the final contract payment of \$11,490.

Attachments: [2018 Fire Station #5 roof repairs final payment .pdf](#)

[18-0864](#)

Contract 16-18 was awarded to ASTI Sawing, Inc for \$30,000 for concrete sidewalk saw cutting. Payments issued to date total \$12,708.96. Request final payment of \$17,291.04.

[18-0898](#)

Grand Chute Sports Facility Documents

Attachments: [2018 Sports Facility - Administration Agreement 060718 REDLINE\(b\).pdf](#)
[2018 Sports Facility Cooperation Agreement \(003\) REDLINE.pdf](#)
[2018 Sports Facility - Municipal Authorizing Resolution \(Appleton\).pdf](#)
[2018 Sports Facility - Pledge and Security Agreement.pdf](#)
[Grand Chute Email.pdf](#)

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.

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

For questions regarding this agenda, please contact Tony Saucerman at (920) 832-6440.



City of Appleton

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

Meeting Minutes Finance Committee

Monday, May 21, 2018

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Meeting called to order at 5:30pm.

2. Roll call of membership

Present: 3 - Alderperson Plank, Alderperson Siebers and Alderperson Baranowski

Excused: 2 - Alderperson Lobner and Alderperson Croatt

3. Approval of minutes from previous meeting

[18-0778](#)

Finance Committee minutes from May 7, 2018 meeting

Attachments: [MeetingMinutes07-May-2018-03-47-41.pdf](#)

Alderperson Baranowski moved, seconded by Alderperson Siebers, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 3 - Alderperson Plank, Alderperson Siebers and Alderperson Baranowski

Excused: 2 - Alderperson Lobner and Alderperson Croatt

4. Public Hearings/Apearances

5. Action Items

[18-0780](#)

Request to award of Unit L-18 Structure Maintenance to Norcon Corporation in the amount of \$52,865 with a 5.9% contingency of \$3,135 for a project total not to exceed \$56,000

Attachments: [Unit L-18.pdf](#)

Alderperson Plank moved, seconded by Alderperson Baranowski, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Alderperson Plank, Alderperson Siebers and Alderperson Baranowski

Excused: 2 - Alderperson Lobner and Alderperson Croatt

[18-0781](#)

Request to award Unit J-18 Mini Storm Sewer Construction to Scott DeNoble and Sons Construction, Inc in an amount not to exceed \$200,000

Attachments: [Award of Contract Unit J-18.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

[18-0782](#)

Request to approve Contract Amendment/Change Order No. 1 to contract 11-18 for Unit Z-18 Sewer and Water Reconstruction No. 2 for Jones Park water main design modifications and addition of McDonald Street sanitary main spot repair in the amount of \$22,801 resulting in no change to contract contingency. Overall contract increases from \$1,253,630 to \$1,276,431

Attachments: [Unit Z-18 Change Order No.1.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

[18-0783](#)

Request to approve the addition of Water Main replacement in the 1300 block of south Monroe Street to the 2018 Water Capital Improvement program

Attachments: [Water Capital Improvement Pr....pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

[18-0785](#)

Request to approve the following 2018 Budget adjustment:

General Fund - IT Department

Consulting Services	+\$25,000
Salaries	- \$25,000

to transfer vacant salary dollars to consulting services to complete ongoing IT projects

Attachments: [Memo Wage Transfer.pdf](#)

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the Report Action Item be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

[18-0779](#)

The Finance Committee will go into closed session according to State Statute §19.85(1)(e) for the purpose of discussions of real estate negotiations regarding the former K-Mart site and pursuant to §19.85(1)(e) for the investment of public funds concerning the Fox Cities Exhibition Center and reconvene into open session.

Aldersperson Baranowski moved, seconded by Aldersperson Plank, to convene in Closed Session. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, to rise and report, returning into open session. Upon vote, motion carried unanimously.

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

6. Information Items

[18-0581](#)

2018 Sustainability Annual Update

Attachments:[2018 Sustainability Report Memo.pdf](#)[2018 Sustainability Summit.pdf](#)[GTLC 2017 Report Appleton \(MASTER\).pdf](#)[GTLC Sustainability Strategies Scoresheet 2017 \(Master\).pdf](#)*Held for the June 11, 2018 Finance Committee meeting*[18-0786](#)

The following 2018 Budget adjustments were approved by the Mayor and Finance Director in accordance with Policy:

General Fund - Library

Donations	+\$1,209
Supplies - Childrens Services	+\$1,209

to record donation received for the Ready to Read program

General Fund - Fire Department

Donations	+\$5,000
Miscellaneous Equipment	+\$5,000

to record donation received from the Friends of the Appleton Fire Department for the purchase of a turnout gear washer

General Fund - Parks & Recreation Department

Donations	+\$2,100
Miscellaneous Equipment	+\$2,100

to record donation received from the Kiwanis Club - Golden K for the purchase of soccer goals for Kiwanis Park

This Presentation was received and filed

[18-0787](#)

Director's Reports:

Finance

- * Deputy Director Position
- * Tyler Munis Project

Legal Services

- * Review of Title histories for City projects
- * Document management and file review
- * Staffing matters

Held for the June 11, 2018 Finance Committee meeting

7. Adjournment

Aldersperson Baranowski moved, seconded by Aldersperson Siebers, that the meeting be adjourned. Roll Call. Motion carried by the following vote:

Aye: 3 - Aldersperson Plank, Aldersperson Siebers and Aldersperson Baranowski

Excused: 2 - Aldersperson Lobner and Aldersperson Croatt

CONTRACT AMMENDMENT & CONTRACT CHANGE ORDER

Change Order No. ONE

Date 06/07/18

Contract No. 20-18 for the following public work : Unit E-18 Miscellaneous Concrete & Street Excavation Repair

between Fischer Ulman Construction, Inc. and the City of Appleton dated 04/18/18 is hereby changed in the following particular wit:

Item No.	Account No.	Current Contract Amount	Current Contingency	C.O. Amount (+/-)	Contingency (+/-)	New Contract Total	New Contingency Total
1	5222.6408	\$16,600.00	\$0.00			\$16,600.00	\$0.00
2	5230.6809.4	\$25,000.00	\$0.00			\$25,000.00	\$0.00
3	5357.6408	\$68,000.00	\$0.00	\$125,000.00	\$0.00	\$193,000.00	\$0.00
4	5371.6408	\$25,000.00	\$0.00			\$25,000.00	\$0.00
5	5427.6408	\$13,400.00	\$0.00			\$13,400.00	\$0.00
6	5431.6809.3	\$40,000.00	\$0.00			\$40,000.00	\$0.00
7	17015.6809.2	\$20,000.00	\$0.00			\$20,000.00	\$0.00
8	17032.6408	\$85,000.00	\$0.00			\$85,000.00	\$0.00
9	4240.6809	\$343,000.00	\$0.00			\$343,000.00	\$0.00
10			\$0.00			\$0.00	\$0.00
	Total	\$636,000.00	\$0.00	\$125,000.00	\$0.00	\$761,000.00	\$0.00

Reason for Change: Additional permanent street patches associated with water main breaks, lead service replacement and curb/valve box replacements

The Contract Time will be (increased / decreased / unchanged) by this Change Order: 20 Days

The Date of Completion as of the date of this Change Order therefore is: 90 Days

Finance Committee Agenda Date: 06/11/18

Date approved by Council: 06/20/18



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

**DEPARTMENT OF PUBLIC WORKS - Engineering Division
MEMO**

TO: Finance Committee and Utilities Committee

FROM: Ross Buetow, Deputy Director of Public Works

DATE: June 1, 2018

SUBJECT: **The following 2018 budget adjustment be approved to provide funding for additional permanent street patches associated with water main breaks, lead service replacement and curb box/valve replacements:**

Water Utility Fund Balance	-125,000
Street Patch Program	+125,000

The Department of Public Works has identified and field measured all outstanding temporary street patches associated with past water main breaks, lead service replacement and curb box/valve replacements. Based upon the measurements obtained, we will currently be unable to complete all of the permanent patches within our 2018 budgeted funds. The vast majority of these patches are from an unusually large number of water-related street excavations that occurred in 2017.

In an effort to stay current with our street patch maintenance and avoid long term maintenance of temporary patches, we are requesting approval of the budget adjustment described in the subject line of this memo. We do have sufficient water utility fund balance to cover this proposed budget adjustment.

Thank you for your consideration of our request.



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**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/11/2018

RE: Action: Award the City of Appleton "2018 Parks Hardscape Repairs Project" contract to MCC, Inc. in the amount of \$205,012.82 with a contingency of \$15,000 for a project total not to exceed \$220,012.82.

The 2018 Capital Improvement Plan includes \$250,000 to repair hardscapes at various city parks. Of that amount, \$16,400 has been utilized on design, and \$8,785 has been utilized at Hoover Park, leaving a balance of \$224,815 for construction. This project includes replacing the existing parking lot, replacing the south sidewalk, and installing a multi-purpose trail on the north side of the parking lot that will provide a connection to the Ellen Kort Peace Park. The recommendations for repairs were determined by our consulting engineer after a hardscape audit was completed at the sites.

The bids were received as follows:

MCC, Inc. (low bid)	\$205,012.82
Northeast Asphalt, Inc.	\$206,551.72
Vinton Construction	\$232,854.50

Our consulting engineer has written the City of Appleton a formal letter of recommendation to award the contract to MCC, Inc. The Parks, Recreation, and Facilities Management Department has also reviewed the bids and is in agreement with the engineer's recommendation. Therefore, we recommend awarding the contract to MCC, Inc. in the amount of \$205,082.82 plus a contingency of \$15,000 only to be utilized as needed.

Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.

RELOCATION ORDER

The City of Appleton, Outagamie/Calumet/Winnebago Counties, Wisconsin, by its Common Council and for its Relocation Order hereby resolves as follows:

1. That this Resolution is a Relocation Order in accordance with subsection 32.05(1), Wisconsin Statutes, for the purpose of the within-described public improvement project and it is also a determination of necessity for that project in accordance with subsection 32.07(2), Wisconsin Statutes;

2. That the City of Appleton hereby determines that it is necessary and of public purpose to construct the street officially mapped as Spartan Drive and the associated stormwater pond to serve the street near the city of Appleton, Wisconsin.

3. That said roadway and associated stormwater pond will be built within the areas marked on the scale drawing, which is attached to this Relocation Order as Exhibit "A" and incorporated herein;

4. That the legal descriptions for the acquisition of property necessary for this project are contained in Exhibits "B" and "C", under the heading "Legal Description for Acquisition", which are also incorporated herein;

5. That the City of Appleton will also acquire Temporary Limited Easements for the areas described in the "Legal Description for Temporary Limited Easement" in Exhibits "D" and "E", which are also incorporated herein.

Record and return to:

City of Appleton – City Attorney's Office
100 North Appleton Street
Appleton, WI 54911-4799

Passed and approved this _____ day of June, 2018.

I hereby certify that on this _____ day of June, 2018, that the within Relocation Order was adopted by a vote of _____ ayes and _____ nays by the Common Council for the City of Appleton, Wisconsin.

APPROVED:

ATTEST:

Timothy M. Hanna, Mayor

Kami Lynch, City Clerk

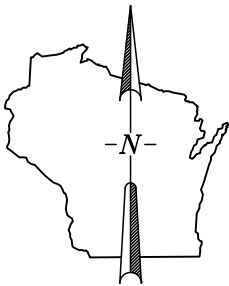
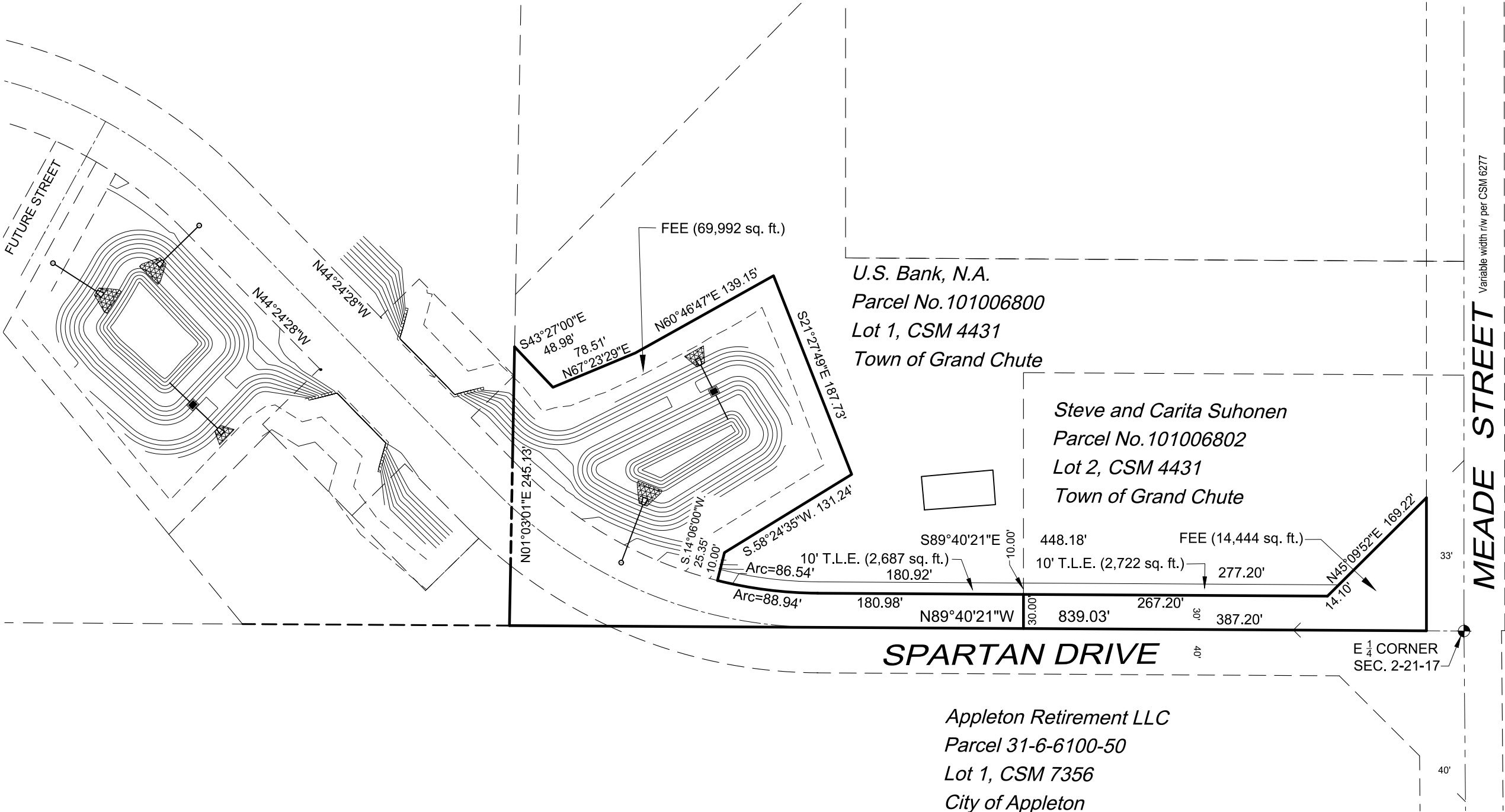
Subscribed and sworn to before me
this ____ day of _____, 2018.

Jamie L. Griesbach
Notary Public, State of Wisconsin
My commission expires: 11/11/2021

This instrument was drafted by:
James P. Walsh, Appleton City Attorney
City Law: A17-0648

EXHIBIT "A"

Part of Lot 1 and 2 of Certified Survey Map No.4431, located in the Fractional Northeast ¼ of Section 2,
Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin.



BEARINGS ARE REFERENCED TO THE WISCONSIN
COUNTY COORDINATE SYSTEM, OUTAGAMIE COUNTY,
WEST LINE OF HAYMEADOW AVENUE;
RECORDED AS N.00°15'15"E.
H:\Acad\PropAcq\2018\Spartan_WO_Meade_Suhonen_0606_2018

CITY OF APPLETON
DEPT. OF PUBLIC WORKS
ENGINEERING DIVISION
100 NORTH APPLETON STREET
APPLETON, WI 54911
920-832-6474 DRAFTED BY: T. KROMM

EXHIBIT B

Legal Description for Acquisition U.S. Bank, N.A.

PARCEL: 101006800

Owner: U.S. Bank, N.A.

Fee Simple Interest

All those lands of the owner within the following described traverse: Being a part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast $\frac{1}{4}$ of the Fractional Northeast $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 69,992 Square Feet (1.607 Acres) of land and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 2 and being the point of beginning;

Thence North $89^{\circ}40'21''$ West 839.03 feet along the South line of the Fractional NE $\frac{1}{4}$ of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North $01^{\circ}03'01''$ East 245.13 feet being coincident with the West line of said Lot 1;

Thence South $43^{\circ}27'00''$ East 48.98 feet;

Thence North $67^{\circ}23'29''$ East 78.51 feet;

Thence North $60^{\circ}46'47''$ East 139.15 feet;

Thence South $21^{\circ}27'49''$ East 187.73 feet;

Thence South $58^{\circ}24'35''$ West 131.24 feet;

Thence South $14^{\circ}06'00''$ West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South $82^{\circ}47'12''$ East 88.73 feet;

Thence South $89^{\circ}40'21''$ East 448.18 feet;

Thence North $45^{\circ}09'52''$ East 169.22 feet to the East line of the Fractional NE $\frac{1}{4}$ of said Section 2;

Thence South $00^{\circ}00'05''$ West 150.00 feet coincident to the East line of the Fractional NE $\frac{1}{4}$ of said Section 2 to the Point of Beginning.

EXHIBIT C

Legal Description for Acquisition Steve and Carita Suhonen

PARCEL: 101006802

Owner: Carita and Steve Suhonen

Fee Simple Interest

All those lands of the owner within the following described traverse: Being a part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast $\frac{1}{4}$ of the Fractional Northeast $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 14,444 Square Feet (0.332 Acres of land) and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 2 and being the point of beginning;

Thence North $89^{\circ}40'21''$ West 839.03 feet along the South line of the Fractional NE $\frac{1}{4}$ of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North $01^{\circ}03'01''$ East 245.13 feet being coincident with the West line of said Lot 1;

Thence South $43^{\circ}27'00''$ East 48.98 feet;

Thence North $67^{\circ}23'29''$ East 78.51 feet;

Thence North $60^{\circ}46'47''$ East 139.15 feet;

Thence South $21^{\circ}27'49''$ East 187.73 feet;

Thence South $58^{\circ}24'35''$ West 131.24 feet;

Thence South $14^{\circ}06'00''$ West 25.35 feet;

Thence Southeasterly 88.94 feet along the arc of a curve to the left having a radius of 370.00 feet and the chord of which bears South $82^{\circ}47'12''$ East 88.73 feet;

Thence South $89^{\circ}40'21''$ East 448.18 feet;

Thence North $45^{\circ}09'52''$ East 169.22 feet to the East line of the Fractional NE $\frac{1}{4}$ of said Section 2;

Thence South $00^{\circ}00'05''$ West 150.00 feet coincident to the East line of the Fractional NE $\frac{1}{4}$ of said Section 2 to the Point of Beginning.

EXHIBIT D

Legal Description for Temporary Limited Easement U.S. Bank, N.A.

PARCEL: 101006800

Owner: U.S. Bank, N.A.

Temporary Limited Easement:

A part of Lot 1 of Certified Survey Map No. 4431, located in and being a part of the Southeast $\frac{1}{4}$ of the Fractional Northeast $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,687 Square Feet (0.0617 Acres) of land and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 2;

Thence North $89^{\circ}40'21''$ West 387.20 feet along the South line of the Fractional NE $\frac{1}{4}$ of said Section 2 and being coincident with the South line of Lot 1 and 2 of said Certified Survey Map No. 4431;

Thence North $00^{\circ}00'05''$ East 30.00 feet to the Point of Beginning;

Thence North $89^{\circ}40'21''$ West 180.98 feet;

Thence Northwesterly 88.94 feet along the arc of a curve to the right having a radius of 370.00 feet and the chord of which bears North $82^{\circ}47'12''$ West 88.73 feet;

Thence North $14^{\circ}06'00''$ East 10.00 feet;

Thence Southeasterly 86.54 feet along the arc of a curve to the left having a radius of 360.00 feet and the chord of which bears South $82^{\circ}47'09''$ East 86.33 feet;

Thence South $89^{\circ}40'21''$ East 180.92 feet;

Thence South $00^{\circ}00'05''$ West 10.00 feet to the Point of Beginning.

EXHIBIT E

Legal Description for Temporary Limited Easement Steve and Carita Suhonen

PARCEL: 101006802

Owner: Carita and Steve Suhonen

Temporary Limited Easement

A part of Lot 2 of Certified Survey Map No. 4431, located in and being a part of the Southeast $\frac{1}{4}$ of the Fractional Northeast $\frac{1}{4}$ of Section 2, Township 21 North, Range 17 East, Town of Grand Chute, Outagamie County, Wisconsin, containing 2,722 Square Feet (0.0624 Acres of land) and described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 2;

Thence North $89^{\circ}40'21''$ West 387.20 feet along the South line of the Fractional NE $\frac{1}{4}$ of said Section 2 and being coincident with the South line of said Lot 2;

Thence North $00^{\circ}00'05''$ East 30.00 feet coincident with the West line of said Lot 2 to the Point of Beginning;

Thence continue North $00^{\circ}00'05''$ East 10.00 feet;

Thence South $89^{\circ}40'21''$ East 277.20 feet;

Thence South $45^{\circ}09'52''$ West 14.10 feet;

Thence North $89^{\circ}40'21''$ West 267.20 feet to the Point of Beginning.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

TO: Finance Committee

FROM: Dean R. Gazza

DATE: 6/11/2018

RE: Action: Reject bids from Jahnke General Contractors and Vinton Construction for the Lower Telulah Park Site Redevelopment Project.

The 2018 Capital Improvement Plan includes \$765,000 to redevelop Lower Telulah Park. \$75,865 has been utilized for developing an approved DNR contaminated soils management plan and engineering services, leaving a balance of \$689,135 for construction. Bids were opened on May 31, 2018 for the construction of a trailhead parking lot, paved river trail with lights, and river amenities.

Two bids were received as follows:

Jahnke General Contractors	\$884,865.00
Vinton Construction	\$919,236.15

After conferring with our consulting engineer, the Parks, Recreation and Facilities Management Department is recommending rebidding the project to seek bids that are more competitive.

The Parks, Recreation and Facilities Management Department recommends rejecting this bid. Please contact me at 832-5572 or at dean.gazza@appleton.org with any questions.



“Excellence in Police Service”

POLICE DEPARTMENT

222 South Walnut Street • Appleton, WI 54911-5899
(920) 832-5500

Date: June 6, 2018

To: Alderperson Plank and Members of the Finance Committee

Re: Request to transfer from unused wage fund to cover additional crossing guard contract costs in the amount of \$20,420

In early 2017 we began discussions with the Appleton Area School District to review our School Resource Officer and Crossing Guard agreement and programs. The goal was to create a shared services agreement that covered both programs and ensured their sustainability and growth. We have had lengthy discussions on funding and staffing of these programs and how we could most efficiently provide the services. We are both committed to these programs and continue to have a great partnership; clearly we have a shared vision and philosophy. The agreement we reached increases the reimbursement from the school district for the School Resource Officer program by approximately **\$157,000 per year**, provides sustainability of both programs, and creates an opportunity to improve overall police services in the City of Appleton.

This process included a review of the management of the crossing guard program and consideration of other options available to us to address inefficiencies. Additionally, we needed to create an MOU that included crossing guards because we have not had one in place to protect the city. As part of this agreement we have, for the first time, received a formal commitment from the school district to fund 50% of the cost of the crossing guard program.

Crossing Guard Management

A major challenge in the program is the administration has fallen completely on the police department. This is costly and an inefficient use of resources. While the financial cost of the program is around \$175,000 a year, the actual cost of staffing and managing the program is significantly higher. We have attempted to estimate the costs of the administration and emergency staffing of this program, but it is difficult because of the inability to track time actually spent. We know our Support Services Lieutenant and Lead CSO spend hours daily managing the program. This service is provided at \$25.00 - \$45.00 an hour. We also know CSO's and Officers regularly are taken out of service to cover crossing guard duties, at a cost of \$14.00 - \$35.00 an hour.

We can only estimate these administrative and staffing needs cost our department an additional \$40,000 to \$50,000 a year of time and resources. Time spent doing these duties, both administrative and operational, takes employees away from other critical duties. Traffic enforcement around our schools is a priority for our day shift officers and is frequently a team goal. When officers are doing crossing guard duties they can't be working school zone traffic enforcement. Traffic complaints were also the one of the top issues identified in our recent community survey.



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POLICE DEPARTMENT

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(920) 832-5500

Human Resources has estimated their cost of recruitment and hiring crossing guards at several thousand dollars a year, depending on the number of hiring processes, and that is not counting the potential workers compensation issues. Time they spend in recruitment and hiring would be better spent working on a multitude of other issues and helping all departments stay fully staffed.

The council is aware of the additional demands the department has had placed on it in the last decade. We have done more with less, and continue to look for ways to creatively use our staff and resources to provide excellent police services. We have the same staff but now are challenged with dealing with the mental health crisis, school violence issues, opioid and a growing methamphetamine epidemic, homelessness and transient issues, immigration and racial justice issues, etc...

Our staffing plan and philosophy is a perpetual process of evaluation of needs and looking at a multitude of things before we request additional staffing. One of the cornerstones of the staffing plan is to look at alternate delivery systems that are more efficient so we can free staff to do more “police focused” duties. The contracting of services is something that both the school district and the city already do, and something that is growing in popularity in the area of crossing guard services.

A team of employees from Human Resources, Finance, Legal Services, and the Police Department created and put out a request for proposals (RFP) to contract out the administration of the crossing guard program. We received a response from the largest provider of crossing guard services in the country, All City Management Services (ACMS). An evaluation team reviewed and scored their proposal, checked references, and reviewed the language of the proposal. We are recommending contracting with ACMS to manage the crossing guard program, on a trial basis.

We have met with the current crossing guards and explained the reasoning behind the contract. We would still be involved in hosting training and coordinating with the contracted company on coverage, quality of service, and complaint resolution. ACMS has a business model that facilitates the transfer of current crossing guards to their employment, at the same or higher wage, and provides leadership opportunities for some of the current guards. We have reviewed their practices and are impressed with their service model. There are areas where we see some improvements over what we currently do, as would be expected with a company that specializes in a service.

I have attached some documentation from their proposal for your review. The timeline would be to have approval by the July 30th council meeting so that the transition can happen before this school year. The cost for year one is \$251,674; to cover our 50% portion for this year we would need an additional \$20,420. We have salary savings due to the unpaid unexpected military leave of one of our investigators. His leave will save us approximately \$58,800 in salary and benefits this year.

I’m requesting to transfer \$20,420 from ISU regular salary account 17532.6101, to Crossing Guards account 17524.6107 to cover our additional costs.

Please contact me if you have any questions. Thank you for your consideration.

Chief Todd Thomas



Date: June 7, 2018

To: Common Council
City of Appleton

Fox Cities Transit Commission

From: Ron McDonald, General Manager *RM*

Re: Request to Purchase Transit Buses

Valley Transit is hereby requesting authorization to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts.

The Federal Transit Administration will invest 80% (\$1,140,000) and local investment will be used for the remaining 20% (\$285,000).

The new buses will replace existing outdated Orion transit buses. The Federal Transit Administration requires heavy duty transit buses to be operated a minimum of 12 years or 500,000 miles. The Valley Transit buses scheduled for replacement have more than doubled the minimum requirements set forth by the Federal Transit Administration.

It is the desire of Valley Transit to issue a purchase order to New Flyer through a Piggyback Procurement previously solicited by Connect Transit in Normal, IL. Please see the following Assignment of an Option to Purchase Agreement. In addition, please find an excerpt from the Federal Transit Administration Best Practices Procurement Manual regarding piggyback procurements.

RECOMMENDATION:

Authorize Valley Transit to enter into a contract with New Flyer to purchase one (1) 40' and two (2) 35' New Flyer Xcelsior transit buses not to exceed \$1,425,000.00 inclusive of miscellaneous tools and parts with a budget adjustment utilizing \$1,140,000 federal grant funding and \$285,000 restricted cash.





Request for Proposal
May 16, 2014
RFP# 14-02

Assignment of an Option to Purchase Agreement

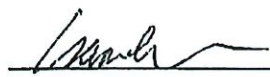
Connect Translt, "Assignor", hereby assigns to the City of Appleton -Valley Transit its options to purchase from New Flyer, "Seller", ten (10) ("Options Vehicles") at a price and under the terms and conditions contained in the Sellers written cost proposal dated December 5, 2014; Assignor's RFP# 14-02 dated May 16, 2014; and Assignor's Agreement dated May 14, 2015 ("Contract").

Such option commenced on May 14, 2015, and may be exercised at any time on or before May 14, 2020.

With respect to the Option Vehicles assigned hereunder and this Assignment, Assignee agrees to perform all covenants, conditions and obligations required of Assignor under said Contract and agrees to defend, indemnify and hold Assignor harmless from liability or obligation under said Contract. Assignee further agrees to hold Assignor harmless from any deficiency or Defect in the legality or enforcement of the terms of said Contract or option to purchase thereunder. Assignee agrees and understands that Assignor is not acting as a broker or agent in this transaction and is not representing Seller or Assignee, but rather is acting as a principle in assigning its interest in the above-referenced option to purchase the Option Vehicles under the Contract of Assignee.

Assignee hereby unconditionally releases and covenants not to sue Assignor upon any claims, liabilities, damages, obligation or judgments whatsoever, in law or in equity, whether known or unknown, or claimed, which they or either of them have or claim to have or which they or either of them may have or claim to have in the future against Assignor, with respect to the Option Vehicles or any rights whatsoever assigned hereunder.

Dated this 01 day of June, 2018.




Assignor
(Connect Translt)



Assignee
(City of Appleton-Valley Transit)

I hereby accept and approve the terms of this agreement and agree to hold Assignor harmless from any further liability of obligation under our agreement.



Seller
(New Flyer)



6.3.3 Joint Procurements of Rolling Stock and "Piggybacking"

Requirement

FTA Circular 4220.1E applies to all third party contract actions undertaken by grantees with Federal funds, including actions taken pursuant to the contracts of other entities, such as (1) the exercise of options which have been assigned to the grantee by another entity which awarded the contract initially, (2) the assignment of contracts themselves to a grantee by another entity (under which the grantee will spend Federal funds), and (3) joint procurements with other entities (under which the grantee will spend Federal funds).

Of particular significance are the following provisions of FTA Circular 4220.1E:

7.e. Intergovernmental Procurement Agreements.

Grantees are encouraged to utilize available state and local intergovernmental agreements for procurement or use of common goods and services. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the grantee's purchase document. [16](#)

Grantees are also encouraged to jointly procure goods and services with other grantees. When obtaining goods or services in this manner, grantees must ensure all federal requirements, required clauses, and certifications are properly followed and included in the resulting joint solicitation and contract documents. [17](#)

Grantees may assign contractual rights to purchase goods and services to other grantees if the original contract contains appropriate assignability provisions. Grantees who obtain these contractual rights (commonly known as "piggybacking") may exercise them after first determining the contract price remains fair and reasonable. [18](#)

8.a. Full and Open Competition. All procurement transactions will be conducted in a manner providing full and open competition.

9.i.(1) Evaluation of Options. The option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

Discussion

Recently, there has been a growing trend amongst transit systems to become creative in the acquisition of rolling stock. The most constructive of these techniques involve advance planning and joint procurement by several systems. FTA encourages this technique. In these joint procurements, the needs of the various transit systems are defined in the solicitation and the manufacturers are asked to bid upon the total known needs of the agencies involved. In other situations, transit agencies will identify an existing contract of another agency and "piggyback" that contract by means of an assignment of contract rights such as an assignment of options....



Date: June 7, 2018

To: City of Appleton Common Council
Fox Cities Transit Commission

From: Ron McDonald 

Award Recommendation to Replace Intelligent Transportation System (ITS)

BACKGROUND

Valley Transit purchased and installed its first ITS system in 2011 from a vendor called Trapeze. The system included hardware onboard each vehicle: a processing unit (on-board server); driver display/keypad; GPS & cellular antennas; modem; next bus stop interior signs; and interface cabling to the farebox and headsign. To manage the system and operational parameters, Trapeze installed software on a server at City Hall. Trapeze's web-based program, called ITS, was included for staff to monitor operations, run reports and make minor system adjustments.

The main benefits of the system were to provide access to more data for the benefit riders and Valley Transit staff. This data included vehicle location, next bus arrival texts for riders, onboard announcements, and various types of operation data.

From the outset, the Trapeze system did not function properly. There have been significant issues on the hardware and software side. The system is very complex to manage and designed for large urban transit systems. It requires full-time monitoring by an in-house expert and continual follow-up with the vendor. The current system is now over 7 years old and requires replacement. After considering these factors and reviewing other products available in the market, Valley Transit determined the best course was to procure a new system.

In preparation for this procurement, Valley Transit staff began formulating a request for proposal (RFP) to solicit contractors to provide a new ITS system. As part of this process staff reviewed similar RFP documents used by other transit systems that recently purchase an ITS system. In the scope of work, staff took into consideration lessons learned from the previous ITS system. This included selecting a contractor that would provide a solution that was easy for staff to maintain and included the following features: cloud-based server; tablet-based onboard hardware; a smartphone bus tracking app; increased install and acceptance terms; and proven success at similar sized transit systems. All of these issues were incorporated into the RFP document for consideration and review during the evaluation process.

The RFP document was sent directly to vendors who were known ITS system suppliers; posted on the State of Wisconsin's VendorNet system; and advertised online with the *Post-Crescent*



and *Passenger Transport* (transit publication). Proposals were due on May 9, 2018. Seven proposals were received and all met the mandatory requirements in response to the RFP.

ANALYSIS

An evaluation team was assembled to review the proposals. The team included Valley Transit staff, an IT department rep and a planning/GIS rep. Each proposal was evaluated based on the proposed ITS solution, experience, technical support & price. The evaluation team agreed that two of the seven vendors were in a competitive range and able to move forward with the evaluation. The two remaining vendors were invited to a demonstration and interview on May 25, 2018. After considering the initial evaluation and interview, the evaluation team unanimously concluded that DoubleMap (Indianapolis, IN) had proposed the best solution for Valley Transit. Additionally, DoubleMap's was the best value with the lowest cost proposal.

DoubleMap's solution includes the following hardware: a rugged tablet; interface cabling; automatic passenger counters (APC) and cellular/GPS antennas. The server is cloud-based.

A summary of the tools & features of the new system includes: mobile bus tracking app; bus tracking public website; automatic voice announcement system; automatic passenger counting system; GTFS feed generation (data needed for Google Transit); pre-trip/post-trip e-forms; administrative software; and access to data in established reports or raw format.

FISCAL IMPACT

The project will have a total year-one fiscal impact of \$315,901.01. The project includes an additional support agreement for years 2-5 with an annual fee of \$34,034.68.

The operating costs will be supported within Valley Transit's operating budget. The current annual support amount provided to Trapeze and Sprint is \$59,836. The agreement with DoubleMap results in an annual operating cost savings of \$25,801.32.

Valley Transit has secured federal grants to support 80% of the capital costs and the remaining 20% will be covered by the restricted cash account.

RECOMMENDATION

Authorize Valley Transit to enter into a contract with Double Map to purchase an ITS System not to exceed \$315,901 utilizing \$252,720 federal grant funding and \$63,181 restricted cash.



LEGAL SERVICES DEPARTMENT

Office of the City Attorney

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6423

Fax: 920/832-5962

TO: Kathleen Plank, Chair
Members of the Finance Committee

FROM: James P. Walsh, City Attorney *JPW*

DATE: June 6, 2018

RE: Resolution #6-R-18
Contractor Non-Discrimination Policies

Resolution #6-R-18 was referred to our office for research and comment. The resolution calls for the City of Appleton establishing a policy asking potential contractors to provide the City with a copy of the contractor's non-discrimination policy.

Employment discrimination is addressed in both federal and state law. Title VII of the Civil Rights Act of 1964 prohibits covered employers from engaging in discrimination based on race, color, religion, sex, or national origin with respect to compensation, terms, conditions or privileges of employment. Subsequent additions to Title VII provided additional protections including discrimination based on age or disabilities. These federal laws apply to employers with 15 or more employees. The State of Wisconsin also has its own body of law prohibiting employment discrimination. This law is known as the Wisconsin Fair Employment Act (WFEA). The WFEA prohibits employers from discriminating against employees based upon 18 different categories. Seven of those categories overlap prohibitions under the federal law and including race, color, religious observance, sex, national origin, age, and disability. In addition, the WFEA prohibits discrimination based upon creed, marital status, ancestry, arrest record, conviction record, military service, unfair honesty testing, sexual orientation, sexual harassment, use of lawful products, and declining to attend a meeting or participate in communications about political or religious issues. The WFEA is not only more comprehensive in the types of discrimination prohibited (compared to federal law) but it is also broader in its applicability. In particular, the WFEA is applicable to all employers with more than one employee.

Summarizing the above, Wisconsin employers are subject to both Federal and even broader State anti-discrimination laws. These anti-discrimination laws apply to employers regardless of whether or not they have a policy enumerating the same federal and state law mandates. Additionally, if an employer engages in discriminatory practices, charges of discrimination may be filed with the Equal Employment Opportunity Commission (EEOC) in the case of federal violations or with the Wisconsin Equal Rights Division (ERD) in the case of state law violations. An individual may file a complaint with either of these agencies regardless of whether or not the employer also has its own anti-discrimination policy.

James P. Walsh
City Attorney

Christopher R. Behrens
Deputy City Attorney

Amanda Abshire
Assistant City Attorney

Darrin M. Glad
Assistant City Attorney



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

Kathleen Plank, Chair
Members of the Finance Committee
June 6, 2018
Page 2

The resolution proposes that the City of Appleton have a policy requiring the collection of non-discrimination policies from contractors who wish to do business with the City. As noted previously, the WFEA applies to all employers employing at least one individual. Accordingly, most, if not all, of the contractors that the City of Appleton engages are subject to both federal and state anti-discrimination laws or, at the very least, subject to Wisconsin's law. Whether an employer has a policy or not does not change the employer's obligation to follow these laws.

The challenge that staff will face if the proposed policy is adopted is how contractors who do not have a formal non-discrimination policy will be treated. If a non-discrimination policy is requested from a potential contractor, and the contractor does not have the policy or does not submit one, the assumption is that they would no longer be eligible for participation in the contracting process. Also to be considered is what City staff will be charged with reviewing and maintaining submitted policies as well as what criteria would be in place for determining whether a policy is in fact acceptable. For example, would a policy that simply states "this employer will not engage in any discriminatory practices in violation of federal or state laws" be acceptable? When evaluating this resolution, consideration must be given to whether the proposed policy requiring the collection of non-discrimination policies from contractors is necessary considering established federal and state non-discrimination laws.

As always, our office is available to answer additional questions or provide additional assistance as needed.

JPW:jljg
A18-0449



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**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard

Appleton, Wisconsin 54911-8401

(920) 832-5572 FAX (920) 993-3103

Email - dean.gazza@appleton.org

To: Alderpersons

From: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

Date: April 26, 2018

Re: 2018 Sustainability Annual Update

The City of Appleton completed numerous sustainability initiatives during this past year including updating the Sustainability Plan, adopting a Health in all Policies Ordinance, approving Sustainability Resolution #21-R-17, adopting the updated Comprehensive Plan, developing a Trail Master Plan and updating the downtown parking study.

All of these initiatives have significant impacts on Sustainability throughout the City of Appleton. These initiatives and many more are captured and reported within the attached documents below.

- 2018 Update - City of Appleton Sustainability Plan (Creating a Sustainable City)
- 2017 Green Tier Legacy Community Annual Report
- 2017 Green Tier Legacy Community Sustainable Strategies Scoresheet
- 2018 Sustainability Summit Memo

As a Green Tier Legacy Community we remain proactive in our commitment to sustainability. In the Sustainability Strategies Scoresheet we improved our overall score from 362 to 382 for 2017. Adopting the Health in all Policies Ordinance, obtaining Silver Level certification by the League of American Bicyclists and becoming a Bird City were the main reasons for this increase in overall score. Please refer to the 2017 GTLC Annual Report for a full list of achievements during 2017. Note that this past week the City of Appleton was recognized as one of the Greenest Cities by Insurify who looked at vehicles in regards to how our citizens choose to drive, the vehicles they choose and how they drive them recognizing that we have a appreciably lower average household carbon footprint.

Last, please find a memo summarizing the attendance at the 2018 Sustainability Summit. In addition, we are currently in the process of dedicating a Sustainability link on the City of Appleton web site with the attachment above.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

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(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

To: Alderpersons

From: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

Date: April 16, 2018

Re: 2018 Sustainability Summit and Exposition

The 2018 Sustainability Summit and Exposition was held on April 11-12 at the Milwaukee Area Technical College. This year's theme was "Moving Toward a Sustainable Economy – Engaging our Future Leaders."

Both days were kicked off by local leaders including Mayor Tom Barrett, City of Milwaukee and Chris Abele, Milwaukee County Executive. Both talked about their support for Sustainability within their organizations and shared their political viewpoints.

A variety of breakout sessions were held throughout the two days also. Though not always specific to cities, they all provided many transferable themes and ideas for any organization. The programs I attended included:

- Living, Learning, Leading: Why Sustainability Matters to Colleges & Universities in Milwaukee.
- GreenPath: Stewardship at Miller Park
- Towards a World Class Eco-City: How Milwaukee's Local Governments Support Sustainability
- Finding Your Sustainability Style – A Storytelling Session
- Disclosure Effect: Evidence from Public Building Energy Consumption
- Intelligent Economic Growth: Making the Case for a Sustainable Economy
- Sustainable Business Operations in Practice
- Energy Technologies Update

The main takeaway that I was left with and proud to say is that the City of Appleton is doing more than most organizations. There is a lot of talk and not as much action for many organizations.

I jotted down a couple quotes that I felt mirror the City of Appleton's approach:

"Carbon emission reduction is not our mission. We have a mission statement for the college. Instead our focus is on how much energy does it take to accomplish our mission and how do we reduce that". – Kate Nelson, Chief Sustainability Officer, University of Wisconsin – Milwaukee

"Sustainability is driven into our core. It's not a side pet project. It comes from leadership and says who we are. It doesn't have to have sustainability in its title to be sustainable". – Ginny Routh, Sustainability Manager, Milwaukee Area Technical College

I wanted to learn more about what others were doing in the area of renewable energy, so I am especially interested in any emerging trends. The use of solar panels continues to be of interest, but it was stated that incentives are minimal or non-existent, thus finding it hard to justify the investment in many cases. In regards to wind, there is not a return on investment and the sentiment was that in a public setting the use of public money could not be justified. One speaker noted that when someone wants to install solar panels, he first asks them if their lighting, insulation and windows, etc. have been upgraded; noting that everyone wants to do the most noticeable projects over what make the most common sense!

With regard to the topic of Global Warming or Climate Change, there continues to be debate, but what was agreed upon was that the population of the earth is currently around 7.5 billion people and will grow to about 11.2 billion by 2110. In regards to how countries are responding, the United States is not implementing various technologies or policies at the level some are. One speaker shared his disappointment over the EPA rollbacks at the federal level and recent changes at the state level including the elimination of Energy Star in the most recent state budget.

Last, I was able to talk to various vendors and other attendants about their initiatives specifically with regard to using technologies to reduce energy consumption. In addition, I connected with a past colleague from The Wisconsin Association of Energy Engineers who inquired about the City of Appleton hosting a meeting at the Wastewater Plant this upcoming July.

Overall, the conference was beneficial. I was disappointed that we were the only City and/or County in attendance other than Milwaukee. Much of the focus was on Energy Reduction, whereas Sustainability is much broader including transportation, health, food supply, economic development, water, stormwater, green spaces, etc. Hopefully, this will be expanded in the future at this conference.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.



2017 GTLC Annual Report

for Appleton's participation in the Sustainability Component of the Green Tier Legacy Communities Charter

MISSION STATEMENT:

The City of Appleton is dedicated to meeting the needs of our community and enhancing the quality of life.

TRANSPORTATION

- Implemented fourth year of City's new Sidewalk Poetry Program.
- Adopted the City of Appleton Trail Master Plan.
- Installed a new Bike Fix-It Station at the Library.
- Installed a Pet Waste Station in College Avenue beautification strip near Houdini Plaza promoting walking in the downtown.
- Added 1.27 miles of new bike lanes (Eisenhower Drive, Lawrence Street and CTH JJ) and 1.77 miles of shared use lanes (Washington Street, Drew Street, Franklin Street and Water Street) as part of the City's On-Street Bike Lane Plan. Also added 1.09 miles of side-paths on CTH JJ and Eisenhower Drive.
- Total of 108 CEA vehicles equipped with GPS units. Original goal was 100.
- Collaborated with Lawrence University on their class "Environmental Studies 300: Bicycling & Sustainable Communities" Class project deliverables are (1) Count bike parking facilities in the downtown, (2) Map bike parking facilities, (3) Draft survey about bike parking for downtown business owners.
- Worked with Valley New School to install bike racks adjacent to the Blue Parking Ramp on City Center Street.
- Obtained designation of Silver Level for Bicycle Friendly Community by the League of American Bicyclists.
- Partnered with Outagamie and Calumet Counties on a signal optimization project for the Calumet Street corridor.
- Total of 1.0 mile of sidewalk was added along Edgewood Drive and various other locations, for a total of 444 miles of sidewalk.
- Lawrence Street was converted into a complete street.
- Valley Road was converted to a complete street.
- Adopted Crosswalk Marking/Enhancement Policy for Uncontrolled Intersection Crossings.
- Acquired (3) Train Trestles to covert to trails. Two will be connecting trails and one will be a fishing pier.
- Re-paved the North Island trail.
- Repaved 0.5 miles of the CE trail.

LAND USE

- Utilized mulch from damaged trees. Have used on playgrounds and various landscaping.
- Recognized by WDNR with a biosolids composting permit at the Wastewater Plant. This is the only facility in the state that operates a biosolids composting facility.
- Developed RFP for preliminary study of a City owned biosolids compost facility.
- All plastic bottles and containers are now accepted as part of the County's residential recycling program.
- Incorporated horticultural vinegar for weed control in park playgrounds.
- Acquired additional land adjacent to Memorial Park (1.1 acres).
- Created a reforestation area as part of the Leona Pond Project scheduled for construction in 2019.

- Developed a Master plan for Jones Park.
- Implemented fourth year of our Urban In-fill Tree Planting Program.
- Donated material from demolition of bridge tender storage building to restore and bicycle to Riverview gardens.
- Received Tree City USA Award for 26th consecutive year.
- Council approved R/R Quiet Zone Plan to be implemented in 2018/2019.
- Remediated invasive plants at Pierce Park, Telulah Park and various trails (multi-year initiative).
- Worked with Atlas Coffee Shop to convert a piece of street right-of-way into a flower garden between the railroad tracks and Water Street.

ENERGY

- Wastewater Plant - Working with engineers to analyze and design a third methane boiler.
- Wastewater Plant - Engineering an additional high efficiency turbine that will ensure a reduction of 180 kW at the facility. This will be a second high efficiency turbine installation.
- Water Treatment Facility is projected to reduce electrical by 15% in 2017. The reduction is a result of the addition of the ultraviolet light process. This reduction equates to 970,000 kWh annually.
- Water Plant is expected to reduce gas usage by 27% in 2017. This equates to a reduction of 48,000 therms. This change in use is a result of the transition to the ultraviolet light process.
- Continued street light LED conversion project. 1094 city-owned lights of which 680 are now LED.
- Worked with We Energies to convert 315 leased lights to LED.
- Installed new high efficiency HVAC system in the office area at the Facilities & Grounds Operations Center.
- Installed new LED lighting in the office at the Facilities & Grounds Operations Center.
- Installed new LED lighting throughout all of Alicia Park.
- Installed new LED exterior lighting at the Municipal Services Building.
- Installed motion sensors in the garage area at the Municipal Services Building.
- Installed new LED lighting at Wastewater Treatment Facility. This is the first phase of a multi-phase project.

WATER

- Constructed a stormwater retention pond in Erb Park to mitigate flooding in adjoining neighborhoods and within the park. City now has a total of 40 wet ponds and 8 dry ponds to provide water quality and quantity benefits to the community.
- Constructed a stormwater retention pond at Cotter Street to address water quality and quantity issues in that neighborhood.
- City mowers are now equipped with mulching decks. In addition, leaves are mulched in place on City properties.
- Wastewater Plant is projected to reduce phosphorus discharges to the river by 4,290 pounds (i.e., 2017 vs 2016 discharge data).
- WDNR issued Appleton a WPDES permit with biosolids composting. This elevates the biosolids composting initiative from a pilot to a permitted entity.
- Replaced 30 lead services.
- Relayed 2.9 miles of old leaking, undersized watermain.
- Completed installation of new Advanced Metering Infrastructure system for water meter reading and residential cross connection survey.

WASTE


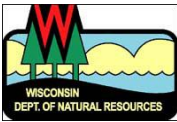





- Utilized chips from street tree removals as playground and landscape mulch.
- Performed recycling in all City parks.


HEALTHY COMMUNITY PLANNING


- Updated City Comprehensive Plan 2010 – 2030.
- Staff from the Department of Public Works participated in Fox River Cleanup Day on April 22, 2017.
- Partnered with Evergreen Credit Union on a Stormwater 101 Education Program.
- Continued to provide and expand recreational opportunities with a focus on health through the Parks and Recreation Department.


LEGACY COMMUNITIES SUSTAINABLE STRATEGIES

A copy of the Legacy Communities Sustainable Strategy Spreadsheet (aka Appendix 3 of the Legacy Communities Charter) is included as an attachment to this report.

Element	Max. Score	 GREEN TIER	Sustainability Strategies Scoresheet <small>(Also known as Appendix 3 of GTLC Charter, Last Revised 12-14-2017 by Dean Gazza)</small>		Community Name 2016 Scores*	Community Name 2017 Scores*
		     	<p>This Sustainability Strategies Scoresheet is provided for member communities to track sustainability management strategies in transportation, energy, land use, water, waste, and health. This scoresheet is intended to be dynamic and flexible. In the spirit of continuous improvement toward superior environmental performance, suggested revisions to this scoresheet are always</p>			
TRANSPORTATION	TRANSPORTATION DEMAND MANAGEMENT: Transportation demand management strategies aim to reduce GHG emissions and VMT by influencing change in individual behavior. These strategies encourage walking, bicycling, and transit as modes of transportation within a community and seek to curb the number and length of trips by vehicle.					
	<u>Bicycle and Pedestrian Programs/Projects</u>					
	2	Require bike parking for all new non-residential and multifamily uses.	2	2		
	1	Set standards for placement and number (as function of intensity of use) for bike parking spaces.	1	1		
	3	Commuter bike routes identified and cleared.	3	3		
	10	League of American Bicyclists certification. (Bronze 5, Silver 7, Platinum 10)	5	7		
	3	Funded and operating SRTS program (or functional equivalent) covering at least 10 percent of students.	3	3		
	1	Conduct annual survey of students' mode of transport to school.	1	1		
	<u>Employer-Based Programs</u>					
	5	Require large employers seeking rezoning to set a price signal (cash-out or charge).	0	0		
	5	Require large employers seeking rezoning to provide subsidized transit.	0	0		
	5	Require large employers seeking rezoning to provide a TDM plan that would reduce trips by 20 percent over business as usual.	0	0		
	<u>Traffic Volume</u>					
	3	Track VMT or traffic counts and report on efforts at reduction (including those on this list).	2	2		
	3	Eliminate parking minimums from non-residential districts.	0	0		
	5	Set parking maximums at X per square feet for office and retail uses.	0	0		
	5	Scheduled transit service at basic level (hour peak service within half-mile of 50 percent of addresses).	4	4		
	10	Scheduled transit service at enhanced level (half-hour peak service within 75 percent of addresses).	3	3		
	TRANSPORTATION SYSTEM MANAGEMENT Transportation system management strategies aim to reduce GHG emissions and VMT by improving the overall performance of a transportation system. These strategies improve existing infrastructure, introduce new technology, and plan for the future of the system.					
	<u>Preservation and Improvement</u>					
	3	Develop and fully fund comprehensive maintenance program for existing roads.	3	3		
	5	Charge impact fees for new roads.	2	3		
	5	Calculate lane-miles per capita for arterials and collectors, and show reductions	5	5		
	5	Prepare a plan identifying disconnections in bike and pedestrian networks, prioritizing fixes and identifying potential funding sources for the most important projects.	5	5		
	5	Any proposal to add lanes to a two-lane roadway shall be evaluated for a center turn lane, the preferred option over an expansion to four lanes.	5	5		
	3	Identify four-lane roadways with fewer than 20,000 vehicles per day (AADT) and evaluate them for "road diets" with bike lanes or on-street parking	3	3		
	<u>Electric Vehicles</u>					
	1	Allow NEVs on appropriate roadways.	1	1		
	2	Provide public charging stations	1	1		
	<u>Vehicle Idling</u>					
	2	Ban idling (more than 5 minutes) with local government vehicles.	2	2		
	5	Ban idling (more than 5 minutes) community-wide.	0	0		
LAND USE	ZONING AND DEVELOPMENT Zoning and development strategies work toward improving the overall environmental, economic, and social health of a community by promoting mixed-use and infill development, walkable neighborhoods, and an overall sustainable lifestyle.					
	<u>Infill Development</u>					
	5	Identify priority areas for infill development, including those eligible for brownfields funding.	5	5		
	1	Create land bank to acquire and assemble priority infill sites	0	0		
	1	Develop an inventory of known contaminated properties for reuse planning, with possible GIS application	1	1		
	<u>Walkscore</u>					
	10	Measure Walkscore at 10 random residential addresses per Census tract, compute average, and improve upon overall score	5	5		
	<u>Zoning</u>					
	5	Adopt traditional neighborhood design ordinance (If population is less than 12,500)	5	5		
	5	Zoning for office and retail districts permits floor-area ratio > 1, on average.	3	3		
	8	Zoning for office and retail districts requires floor-area ratio > 1, on average.	0	0		

Element	Max. Score	 GREEN TIER	<h1>Sustainability Strategies Scoresheet</h1> <p>(Also known as Appendix 3 of GTLC Charter, Last Revised 12-14-2017 by Dean Gazza)</p>		Community Name 2016 Scores*	Community Name 2017 Scores*
INDUSTRIAL USE	5	Zoning code includes mixed use districts			5	5
	8	Mixed-use language from Smart Code TBA.			5	5
		NATURAL RESOURCE MANAGEMENT				
		Natural resource management strategies seek to conserve, preserve, protect and promote a community's greenspace, wildlife, wetlands and waterways for this and future generations by promoting pervious surfaces and adequate setbacks.				
		<u>Canopy</u>				
	3	Adopt tree preservation ordinance per GTLC standards.			3	3
	4	Set a tree canopy goal and develop a management plan to achieve it			3	3
	2	Require trees to be planted in all new developments			2	2
	2	Certification as Tree City USA			2	2
	2	Certification as Bird City Wisconsin Community			0	2
		<u>Vegetation Management</u>				
	2	Public properties and rights of way mown or cleared only for safe sightlines and/or to remove invasive species.			2	2
	2	Create community policy and BMP guidelines on minimizing chemical use during vegetation management of public and private properties			0	0
		<u>Water Protection</u>				
	10	Establish 75-foot natural vegetation zone by surface water.			10	10
	5	Inventory wetlands and ensure no net annual loss.			5	5
ENERGY		COMMUNITY ENERGY USE				
		Community energy use strategies encourage energy efficiency and the use of renewable fuels to reduce total energy consumption throughout the community				
		<u>Community Energy Use Policies</u>				
	6	Use PACE financing			0	0
	1	Watt meters available to the public			0	0
	10	Adopt Residential Energy Conservation Ordinance (time-of-sale certification and upgrades).			0	0
		<u>Measuring Community Energy Use</u>				
	4	Work with local utilities to calculate total electricity and natural gas consumption annually, beginning with the fifth year before entering the program.			4	4
	1	State of Wisconsin Energy Independent (EI) Community designation.			1	1
		MUNICIPAL ENERGY USE				
		Municipal energy use strategies encourage municipal employees to conserve energy, preserve the environment, and decrease greenhouse gas emissions from municipal facilities, services, and vehicle fleets.				
		<u>Government Energy Use Policies</u>				
	5	Include transportation energy/emissions as criterion in RFPs for purchases of goods over \$10,000.			3	3
	3	Develop list of lighting, HVAC and shell improvements to raise Energy Star Portfolio Manager or LEED EBO&M score			3	3
	3	Reduce motor fuels use for non-transit activities --			3	3
	6	Provide transit passes at 50 percent or more off the regular price and/or provide parking cash-out options for local government employees.			0	0
	5	Streetlights operate at 75 lumens/Watt or higher			5	5
	3	Stoplights are LED or functional equivalent			3	3
	5	Municipal electricity purchases are at least 5 percentage points higher in renewable content than the statewide renewable portfolio standard requires. Calculation may include self-generated power and purchased offsets.			3	3
		<u>Measuring Government Energy Use</u>				
	5	Complete EPA Energy Star Portfolio Manager spreadsheet for government energy use. Or score existing buildings with LEED EBO&M.			4	4
	2	Calculate annual government fleet use of motor fuels, in gallons of petroleum and biofuels, beginning with the fifth year before entering the program.			2	2
	10	All new and renovated municipal buildings must meet LEED Silver or greater.			0	0
		WATER USE CONSERVATION				
		Water Conservation strategy options set baselines and goals for water and energy performance in municipalities. They measure progress and promote water conservation by the government, business, and the community at-large.				
		<u>Water Conservation</u>				
	6	Track water and sewer use annually, beginning with fifth year before entering program, and develop plan for reductions.			5	5
	4	Develop a water loss control plan with targets below the 15% required by the state and include a system-wide water audit implementation and time table			4	4
	2	Join EPA's WaterSense Program for water utilities or the Groundwater Guardian Green Sites program and promote them to local business.			2	2
	6	Use block rates and flat rates to encourage water conservation among residential, commercial, and industrial users.			5	5
	3	Infiltration and inflow reduction by 10%			3	3
	5	Plan for replacing all toilets using > 1.6 gpf and annual progress sufficient to reach 90 percent replacement in 10 years.			5	5
		<u>Local Government Use</u>				
	2	Install waterless urinals in men's restrooms at municipal facilities (city hall, parks, etc.)			0	0
	3	All outdoor watering by local government, excluding parks and golf courses, from rain collection.			3	3
	4	Develop a water efficiency and conservation plan for municipal buildings			4	4
		WATER AND WASTEWATER INFRASTRUCTURE MANAGEMENT				

Element	Max. Score	<div> GREEN TIER</div> <div><h1>Sustainability Strategies Scoresheet</h1><p>(Also known as Appendix 3 of GTLC Charter, Last Revised 12-14-2017 by Dean Gazza)</p></div>	Community Name 2016 Scores*	Community Name 2017 Scores*
W A T E R	Setting goals for the sustainable management of water and wastewater infrastructure reduces costs; saves energy; and ensures the protection of public health and the environment.			
	10	Develop and implement asset management plans that set targets for the sustainable maintenance, operation and renewal of water and wastewater infrastructure.	10	10
	5	Wastewater biogas captured and used in operations.	5	5
	1	Financial assistance for sewer lateral replacements.	1	1
	5	Set goals for increasing the recovery of resources from wastewater for energy generation (heat or electricity) and fertilizer.	4	4
	2	Explore partnership options with high-strength waste.	1	1
	6	Upgrade water and wastewater utility equipment (e.g., variable frequency drive motors) to achieve energy efficiency based on total life cycle, triple bottom line costs (e.g. maintenance and replacement strategies in asset management plans).	6	6
	STORMWATER MANAGEMENT			
	Stormwater Management strategy options encourage the use of best management practices to achieve a reduction in the amount of harmful pollutants introduced to our streams, rivers, and lakes.			
	3	Develop a regular street sweeping program to reduce total suspended solids	3	3
	3	Stormwater utility fees offer credits for best management practices such as rain barrels, rain gardens, and pervious paving	3	3
	2	Inventory all paved surfaces (e.g., by GIS mapping), and develop a plan for reduction	2	2
	2	Work with commercial or light industrial businesses to develop stormwater pollution plans	2	2
	WATER AND DEVELOPMENT			
	Water and Development strategy options link water conservation and the preservation of land, wetlands, and wildlife habitat while promoting compact development, restoration and rehabilitation efforts, and long-term planning.			
	Land Development			
	5	Identify key green infrastructure areas during plan development and/or implement a plan to acquire and protect key green infrastructure areas	5	5
Waters, Wetlands, and Wildlife				
6	Replace concrete channels with re-meandered and naturalized creeks, wetlands, or swales	6	6	
3	Develop a system for identifying culverts that obstruct fish migration and install fish friendly culverts where needed	3	3	
4	Provide incentives for protection of green infrastructure, sensitive areas, important wildlife habitat, or for the restoration or rehabilitation of wetlands or other degraded habitats such as credit towards open space or set-aside requirements	4	4	
W A S T E	WASTE MANAGEMENT AND REDUCTION			
	Waste Management and Reduction strategy options encourage municipalities and their citizens to divert organics and recyclables from landfills and properly dispose of hazardous materials in an effort to reduce waste in a community.			
	3	Community waste stream monitored at least annually . Waste reduction plan prepared and updated annually	3	3
	4	Waste and materials management plan based on "zero-waste" principles, with specific goals, prepared and updated annually	4	4
	3	Construction/deconstruction waste recycling ordinance	3	3
	3	Mandatory residential curbside recycling pickup that covers paper, metal cans, glass and plastic bottles	3	3
	5	Develop a municipal collection program that encourages the diversion of food discards, yard materials, and other organics from landfills to composting or anaerobic digestion with energy recovery	5	5
	3	Develop and promote programs that dispose of household hazardous, medical, and electronic waste	3	3
	4	Use anaerobic digesters to process organic waste and produce energy	4	4
	3	Implement municipal ordinances requiring manufacturer takeback for fluorescent bulbs, thermostats and other mercury-containing devices	1	1
	2	Ordinances in place to reduce the usage of phone books as well as single-use shopping bags, styrofoam food containers and other disposable packaging	2	2
	2	Pay-as-you-throw system implemented by municipality or required of private waste haulers	2	2
	1	Use public education and outreach to promote recycling, backyard composting, product re-use and waste reduction	1	1
	HEALTHY COMMUNITY PLANNING			
	Policies and projects related to incorporating health living into community design- whether by built form, programs, education, etc. in an effort to reduce trends in poor nutrition, inactive lifestyles, chronic diseases, such as obesity and heart disease, and other negative health risk factors.		The categories below were added in 2015.	
	Policies Affecting Multiple Program Areas			
	5	Adopt a resolution that promotes Health in All Policies at the community level (e.g., HEAL Resolution). Include that educational campaigns supporting a program covered by the resolution are appropriately targeted to all of the populations addressed by the program	0	5
8	Establish a Health Impact Assessments policy, including when an assessment is required and its scope	0	0	
Planning				
8	Add health policies in 1 or more of the community's plans, including the comprehensive plan, long-range transportation plan, bicycle/pedestrian plan and open spaces recreation plan (embedded or stand-alone chapter) or develop a comprehensive, community wide wellness plan.	5	8	
3	Site schools in the Comprehensive Plan for accessibility with existing or new bicycle and pedestrian infrastructure	3	3	
5	Encourage the formation and/or support of Neighborhood Improvement Districts (NIDs), Neighborhood Development Corporations, or other similar types of neighborhood reinvestment and enhancement strategies in plans or policies.	5	5	
Healthy Food Access				
6	Implement strategies (urban agriculture, community gardens on public land, diversified farmer's markets, expanded traditional retail food options, ordinances to allow urban chickens and beekeeping and vegetable gardening in rights of way) that help increase fresh food access in the community, in particular in areas with food insecurity (e.g., "food deserts" and "food swamps"), including access by EBT and WIC participants.	6	6	

Element	Max. Score	 GREEN TIER	Sustainability Strategies Scoresheet <small>(Also known as Appendix 3 of GTLC Charter, Last Revised 12-14-2017 by Dean Gazza)</small>		Community Name 2016 Scores*	Community Name 2017 Scores*
H E A L T H	7	Create a Food Systems Plan that addresses the production, distribution, value-added, marketing, end-market, and disposal of food, and charge a new or existing governmental body to oversee the plan's implementation.			5	5
		<u>Physical Activity and Access</u>				
	4	Provide an on-street and/or off-street trail network connecting recreational areas in the community (e.g. safe routes to parks) and other trip generators, such as shopping malls, ensuring all neighborhoods are included in planning and implementation.			4	4
	4	Encourage pedestrian and bicycle site connections from front door of businesses or apartments to a public sidewalk and/or bike lane ensuring connections to all neighborhoods.			3	3
	3	Provide education and establish programming to encourage physical activity, especially by youth.			3	3
	7	Establish an expanded public transit that serves commuters from all neighborhoods and major parks and recreation facilities, and has racks on vehicles for carrying bicycles.			7	7
	6	Require sidewalks in new residential areas and establish a policy for adding sidewalks, as appropriate, in areas built out without sidewalks.			6	6
	8	Implement a Complete Streets policy.			8	8
	5	Provide recreation programs for youth, adults, senior citizens and disabled persons.			5	5
	3	Establish a pedestrian safety task force.			0	0
		<u>Housing</u>				
	7	Adopt ordinances and programs to maintain a healthy housing stock (code enforcement, landlord licenses, volunteer program, truth-in housing disclosure before sale, etc.).			7	7
	6	Allow life cycle or adaptable housing options, such as "aging in place", accessory dwelling units, Universal or Inclusive Design, Dementia Friendly Communities, Age-Friendly Communities, etc.			5	5
	8	Establish a program to make housing more affordable.			5	5
	7	Establish a program to address chronic homelessness, such as "permanent housing".			5	5
		<u>Crime Prevention and Other Harm Reduction</u>				
	6	Use by policy, ordinance or practice, Crime Prevention Through Environmental Design and active threat planning to make public spaces, such as recreational space, crime free.			6	6
	5	Establish and implement Harm Reduction strategies for alcohol outlet density and sexual oriented establishments (e.g. zoning limitations)			5	5
	4	Adopt an ordinance or policy that requires tobacco-free and e-cigarette free apartments or places limitations on such structures.			0	0
	3	Adopt an ordinance or policy that promotes tobacco-free and e-cigarette free parks and/or public events on local government-owned property.			3	3
		<u>Climate Change</u>				
	7	Create and implement a climate change action plan that includes a carbon footprint study, and health related components on reducing air pollution from combustion of fossil fuels and responding to heat episodes and flooding, focusing in particular on most vulnerable populations.			0	0
		<u>Noise</u>			0	0
	2	Adopt an ordinance, including conditional use permits, on noise abatement for various zoning districts.			2	2
		<u>Employee Health</u>				
	5	Implement a wellness program for employees of the local jurisdiction.			5	5
	6	Encourage or partner with others, such as the Chamber of Commerce, etc., to advance workplace wellness programs within the community.			0	6
		<u>Placemaking</u>				
	5	Support placemaking at varying scale (neighborhood to major city facility) and permanence (temporary to permanent) through programming, financial support and removal of regulatory barriers to promote healthy living and social capital in the community.			0	1
	8	Adopt form-based codes or similar type design guidelines for healthy active living environments.			0	0
		<u>Waste Pharmaceuticals</u>				
	4	Establish partnerships to reduce waste pharmaceuticals generated in the community and to efficiently collect remaining wastes to prevent their abuse and entry into solid waste or wastewater.			4	4
536					362	382
					68%	71%



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City of Appleton

Facilities and Construction Management

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Mission:

In partnership with the Common Council and the Mayor, we will provide a safe and productive working environment, which supports the departments and the community. In a professional manner, we will anticipate and respond to the needs of the community with dignity and respect by proactively and aggressively planning, maintaining, operating and managing all City-owned properties in a safe, accessible and cost effective manner.

April/May 2018 – Monthly Report

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Month in Review

April/May 2018 - Monthly Report

Our department will provide a report on a regular basis to keep everyone apprised of what's happening in the Facilities and Construction Management Division. The report will be provided as an informational item at Finance Committee. The report may consist of the following:

- A brief overview of the past month(s).
- Project Status for CIP and major facilities projects.
- Data pertaining to the quantity of work orders completed by in-house staff by facility and work order type including related costs.
- Energy Conservation initiatives and information.
- What's going on in the Facilities Management field?
- Other.

Brief Overview

Though it is always busy, these past months are some of the most challenging for staff as they are busy preparing the facilities and parks for the many visitors. Pavilions are opened which require them to be de-winterized, ensuring cooling systems are operational and programmed, doing any outdoor work that could not be done in the colder months and getting both pools ready to be open in early June. This is a massive undertaking as the pools not only need to be cleaned, but all systems need inspections and testing.

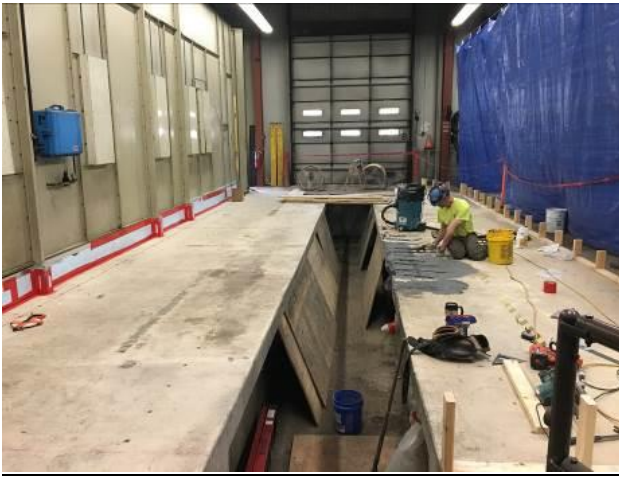
On occasion we get a curve ball thrown our way. At the Wastewater Treatment Plant we experienced a transformer main breaker failure and a MCC main breaker failure. This was causing power outages for B-bldg. and D-bldg during a critical time of highflow through the plant. Our master electrician Wade coordinated the test and repairs with Steinmetz and Wastewater. Steinmetz and our staff tended to this situation quickly by repairing the breakers and reinstalling them. This is a prime reason for the large capital improvement plan for upgrading the electrical distribution at the Wastewater Plant and the significant amount of testing done.

I have such gratitude for our staff for being able to pull off this large workload. For those that see take the time to review this report Thank You!

Below are a sample of projects we currently are working on that are in the construction phase.

Valley Transit Bus Maintenance Pit

The Facilities Department is assisting Valley Transit by managing the construction for the repairs needed to the bus maintenance pit. The project is scheduled to be complete by July 2018.



Valley Transit HVAC Repairs

All of the new heaters are up and the roofing contractor is attaching exhaust to the new roof penetrations. Project is scheduled to be complete in June.



Fire Station #5 Driveway Replacement

Construction is ongoing. Project is scheduled to be complete when DPW finishes the replacement of Kamps Ave.



Capital Improvement Project Status

Site	Project Description	Budget	Status
City Hall	Renovate the Tube delivery system	\$50,000	Construction (August)
Fire Stations	Upgrade kitchens and Bathroom Areas	\$50,000	Design
Fire Stations	FS #5 Driveway Reconstruction	\$80,000	Construction
Fire Stations	Replace Flooring	\$30,000	Design
Fire Stations	FS #1 replace waste lines	\$35,000	Design
Fire Stations	Replace Roof on FS #5	\$150,000	Complete
Library	Re-Caulk Stone Veneer Panels	\$25,000	Complete
Library	Renovate four service desks	\$50,000	Cancelled per Library
Library	Secure Public Areas	\$40,000	Cancelled per Library
MSB	Electrical Distribution System Testing and Repairs	\$25,000	Planning
MSB	Renovate Bathroom and Lockeroom	\$375,000	Design
Wastewater	Landscaping (trees, Turf)	\$25,000	Planning
Wastewater	Hardscape Improvements	\$290,000	Design
Wastewater	HVAC Upgrades (S Building or B-Building Boiler)	\$250,000	Design
Wastewater	Electrical Distribution Phase 1 Upgrades	\$1,470,750	Design
Water Treatment	HVAC Upgrades (Future Design)	\$25,000	Design
Valley Transit	New Generator	\$145,000	Waiting for VT Approval
Valley Transit	HVAC Upgrades (Bus Garage)	\$30,000	Construction
Various Parks	Field Reconstructions	\$25,000	Planning
City Sites	Landscaping (Trees, Turf)	\$25,000	Planning
City Sites	Hardscape Improvements	\$50,000	Construction
AMP	Scheig Center Phase 3	\$100,000	Bidding
Ellen Kort Park	Development of Ellen Kort Park	\$25,000	Design
Jones Park	Development of Jones Park	\$3,545,000	Construction
Mead Park/Pool	Recoat Mead Pool and Paint Slide Tower	\$145,000	Planning
Telulah Park	Riverfront Phase 1	\$765,000	Design
Vulcan Heritage	Hardscape Improvements – Parking Lot	\$250,000	Bidding
Various Parks	Lighting Upgrades (Linwood)	\$50,000	Design
Various Parks	Security Upgrades at parks (Peabody, Kiwanis)	\$15,000	Planning
Various Parks	ADA Improvements	\$50,000	Design/Bidding
Trestle Trails	Design for Edison and Lawe Street Trestles	\$100,000	Design
Lutz Park Trail	Construction of Trail – Lutz Park to Yacht Club	\$375,000	Construction
Various	Statue and Monument Restoration	\$15,000	Planning

Various Project Stages:

1. Planning
2. Design
3. Bidding (or solicitation of quotes, RFP, etc.)
4. Construction
5. Complete



Tree Removal at
Jones Park

Construction Projects

Jones Park

Construction is underway and sheet piling is being installed along Lawrence Street. In addition, there have been 17 trees that were removed this past week. Though the hillsides are full of ash trees we limited the tree removal to those considered high hazard. These are hollow, dead or trees that are leaning significantly and could pose a danger or damage to property.

Other Projects – In Progress



- New sanitation stations at Erb and Mead Pools (left)
- Water Treatment Plant relamping
- Start-up of fountains at Houdini and City Park
- Mead Pool Slide Inspection (Code)
- Police Station Exterior Rail Painting
- Pavilion Start-Ups
- Various Others

Work Order Information – By Facility (In-house Staff) – April/May

Facility	WO Qty.
City Hall	20/18
Fire Station #1	13/10
Fire Station #2	5/7
Fire Station #3	7/7
Fire Station #4	6/9
Fire Station #5	9/6
Fire Station #6	8/9
Golf Course	8/6
Library	15/14
MSB	39/23
Police	12/19
Parks & Rec.	32/94
Transit Center	6/8
Valley Transit	10/13
Water Plant	18/13
Water Lake Station	2/6
Wastewater Plant	44/37
Other	3/6
FMD	17/18
Total	274/323

WO Type	WO Qty.
Electrical	47/47
Plumbing	39/64
HVAC	52/69
Building/Structural	27/32
Fire/Life Safety	34/24
Locksmith	10/7
Paint/Carpentry	11/9
Roads/Grounds	2/7
Furniture	9/11
Security	11/12
Other	14/20
Non-Facilities	3/10
Code Compliance	2/2
Overhead Door	13/3
Total	274/323

Various other work was completed by outside contractors such as HVAC Preventive Maintenance, Fire Protection Inspections, Elevator

Energy Conservation

Focus on Energy Incentives – Here is a total list of incentives we received for projects since 2017. We do our best to take advantage of any monies that are available to help up us reduce energy costs and improve sustainability.

Project Name	Status	kW	kWh	Therms	Incent \$	Date pd
450727 - City of Appleton - Facil Grounds LED Ltg - 12/16	Paid	3.5670	18,270	0	\$2,610.00	01/25/17
455334 - Appleton - MSB roof project - 02/17	Paid	0.0996	873	5,028	\$3,052.95	08/22/17
455559 - City of Appleton - WWTP LED Ltg - 02/17	Paid	0.2952	1,512	0	\$144.00	03/03/17
455758 - Appleton - MSB HVAC/Ltg - 02/17	Paid	9.0597	13,905	0	\$2,992.80	03/03/17
458117 - Appleton - WWTP TLED 50 - 02/17	Paid	0.3900	2,000	0	\$105.00	04/22/17
459953 - City of Appleton - Multip Sites LED Ltg - 03/17	Paid	2.5010	12,710	0	\$615.00	03/21/17
485398 - Appleton - Erb Pool Ltg - 06/17	Paid	13.8136	139,199	0	\$7,087.50	07/10/17
492274 - Appleton - Erb Pool VFD/ERV - 06/17	Paid	43.8580	110,602	627	\$5,362.50	07/10/17
527083 - City of Appleton - Municip Serv Bldg LED Ltg - 11/17	Paid	1.2200	6,200	0	\$300.00	11/29/17
527087 - City of Appleton - Fire Stat # 6 LED Ltg - 11/17	Paid	2.1350	10,850	0	\$525.00	11/29/17
527092 - City of Appleton - Water Treat Plant LED Ltg - 11/17	Paid	0.6100	3,100	0	\$150.00	11/29/17
527096 - City of Appleton - WWTP LED Ltg - 11/17	Paid	0.3050	1,550	0	\$75.00	11/29/17
581977 - City of Appleton - WTP LED Ltg - 12/17	Paid	1.2200	6,200	0	\$360.00	01/19/18
581981 - City of Appleton - WWTP LED Ltg - 12/17	Paid	1.8300	9,300	0	\$540.00	01/19/18
582535 - City of Appleton - Expo Center HVAC - 01/18	Paid	39.0300	-1,361	21,024	\$25,598.67	04/07/18
583054 - City of Appleton - Expo Center Ltg - 01/18	Paid	23.8826	134,602	0	\$9,529.50	02/07/18
590009 - City of Appleton - FS # 4 LED Ltg - 03/18	Paid	1.1140	5,640	0	\$300.00	03/22/18
590017 - Appleton - WWTP Ltg - 03/18	Paid	1.0777	13,769	0	\$858.00	03/22/18
599590 - City of Appleton - City Park Ltg - 03/18	Paid	0.0000	5,584	0	\$270.00	03/22/18
600602 - Appleton - Municipal Svc Bldg Ltg - 03/18	Paid	3.7270	77,058	0	\$3,270.00	03/22/18
600641 - Appleton - PRFMD Bldg Ltg/HVAC - 03/18	Paid	1.0089	7,064	2,275	\$1,715.00	04/07/18
600649 - Appleton - Alicia Park Ltg - 03/18	Paid	0.0000	7,371	0	\$420.00	03/22/18
Totals		150.7443	585,998	28,954	\$65,880.92	

What New in Facilities Management?

We are currently working on a solution for our long-term storage of records. I am working with departments to obtain a quantity of files that can be stored off-site. These would be records that are required to be kept by state statute and generally never need to be accessed on a regular basis. It appears keeping the records at a records storage center is economical and will be able to free up some much needed space at City Hall as well as provide a solution for the records storage that is currently occurring in the Blue Ramp. When that facility is razed in 2019 those records will need a home.

Please call me with any questions @ 832-5572. Thank you.



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

**PARKS, RECREATION & FACILITIES
MANAGEMENT**

Dean R. Gazza, Director

1819 East Witzke Boulevard
Appleton, Wisconsin 54911-8401
(920) 832-5572 FAX (920) 993-3103
Email - dean.gazza@appleton.org

To: Finance Committee

From: Dean R. Gazza, Director of Parks, Recreation and Facilities Management

Date: June 11, 2018

Re: Informational: Contract 3-18 was awarded to Kaschak Roofing, Inc. for the 2018 Fire Station #5 Roof Replacement Project in the amount of \$114,900 with a contingency of 10%. Payments issued to date total \$103,410. Request to issue the final contract payment of \$11,490.

The 2018 Capital Improvement Plan includes \$150,000 to replace the roof at Fire Station #5. Construction contract 3-18 was issued to Kaschak Roofing, Inc. in the amount of \$114,900 with a contingency of 10%. No change orders were issued. This contract is now complete as all punchlist items have been completed.

The Parks, Recreation and Facilities Management Department recommends issuing the final contract payment to Kaschak Roofing, Inc. in the amount of \$11,490.

Please feel free to contact me at 832-5572 with any questions, or by email at dean.gazza@appleton.org.

SPORTS FACILITY ADMINISTRATION AGREEMENT

by and between

TOWN OF GRAND CHUTE

and

FOX CITIES SPORTS DEVELOPMENT, INC.

SPORTS FACILITY ADMINISTRATION AGREEMENT

This Sports Facility Administration Agreement (“Agreement”) is made and entered into this ____ day of _____, 2018 (“Effective Date”), by and between the Town of Grand Chute, a Wisconsin political subdivision (“Town”), and Fox Cities Sports Development, Inc., a Wisconsin corporation (“Administrator”).

RECITALS:

WHEREAS, the Community Development Authority of the Town of Grand Chute, Wisconsin (the “CDA”), owns the land, infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future, including any and all improvements related thereto, located on an approximately 25-acre tract of land at 2200 N. McCarthy Road, in the jurisdictional limits of the Town of Grand Chute, as the same exist now or may exist in the future, known as the Fox Cities Champion Center or any other name that may be identified in the future (collectively, the “Facility”). The amount of vacant acreage originally making up part of the Facility is subject to reduction in the discretion of the Town during the term of this Agreement, so long as reduction does not impair operation of the Facility or compliance with applicable laws, rules, ordinances, or regulations;

WHEREAS, Town is the lessee of the Facility pursuant to a lease with the CDA as lessor dated _____ pursuant to which Town is duly authorized to enter into an agreement for Administration Services (as described and defined in Exhibit A) for the Facility;

Commented [KMB1]: Note: We will just want to review the lease to ensure it cannot be terminated by the CDA or under what circumstances it can be terminated.

WHEREAS, Administrator will provide general operational oversight and expertise in providing Management Services for athletic complex facilities and ensuring the Facility is operated in a fashion that is reasonably likely to generate paid overnight stays at more than one hotel, motel or other lodging establishment within the Tourism Zone in compliance with the requirements of “tourism promotion and tourism development” as that term is defined in Wis. Stat. § 66.0615(1)(fm).; and

WHEREAS, Town and Administrator desire for Administrator to operate and manage the Facility subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Administrator agree as follows:

ARTICLE I DEFINITIONS

1.1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section 1.1:

Administrator: The term “Administrator” shall have the meaning ascribed to such term in the Preamble to this Agreement.

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The “Agreement” shall mean this Sports Facility Administration Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented, or restated from time to time.

Capital Expenditures: All expenditures for building additions consisting of additional square footage including foundation, roof, and walls. ~~The term “Capital Expenditures” shall also include expenditures for public infrastructure in the dedicated right of way and the costs to maintain and operate the regional storm water pond.~~

Capital Maintenance Reserve: Shall mean a segregated reserve account of funds holding a reasonable sum of money to cover anticipated repairs, maintenance, and replacement of the Facility and its improvements.

CDA: The term “CDA” shall have the meaning ascribed to such term in the Preamble to this Agreement.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, and memorial gifts at or with respect to the Facility.

Effective Date: “Effective Date” shall have the meaning ascribed to such term in the preamble of this Agreement.

Excess Revenues: “Excess Revenues” means the total amount of Revenue less Operating Expenses, as calculated on a monthly basis.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facility existing as of the Effective Date.

Facility: The “Facility” shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures, and equipment to be procured by the CDA for use at, and initial start-up operation of, the Facility.

Laws: Means all applicable laws, statutes, rules, regulations, and ordinances.

Management Services Provider: A third party provider engaged in professional sports facility operations and providing full-time on-site operations management of the Facility,

including all staffing and services required to operate the Facility. Administrator is responsible to select a qualified Management Services Provider capable of achieving the financial and operational objectives of the athletic complex Facility.

Operating Account: Shall mean a segregated account used for the deposit of all Revenues and the payment of all Operating Expenses.

Operating Expenses: All expenses incurred by Administrator or Management Services Provider at reasonable competitive rates in connection with its operation, promotion, maintenance, and management of the Facility, including but not limited to maintenance and repairs of the Facility, interior and exterior, structural and non-structural, including replacements and renewals when necessary, at least in equal quality and class to the original condition of the Facility, all employees' salaries, wages, and benefits of their respective personnel, all charges for gas, electricity, water, light, heat, power, telephone, other communication services, and any other service used, rendered, or supplied upon or in connection with the Facility during the term of this Agreement and the term of the contract between Administrator and Management Services Provider, further including all insurance premiums for insurance coverages in 6.2(e) (i), (ii), (iii), and (iv) below. The term "Operating Expenses" does not include debt service on the Facility or Capital Expenditures.

Operations Manual: The document to be developed by Administrator or Management Services Provider which shall contain terms regarding the management and operation of the Facility, including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both Administrator and Management Services Provider.

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Revenue: All revenues generated by Administrator's or Management Services Provider's operation of the Facility, including, but not limited to, event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Administrator in trust for a third party and paid to such third party, and sponsorship fees that are subject to a commission to Manager under this Agreement.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including, without limitation, agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel, extermination, elevators, fire control panel and other safety equipment, snow removal, and other services which are deemed by Administrator to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges, and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of Town at the Facility, including, without limitation, the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term “Term” shall have the meaning ascribed to such term in Section 2.2 of this Agreement.

Termination Date: The term “Termination Date” shall have the meaning ascribed to such term in Section 2.3 of this Agreement.

Tourism Zone: The term “Tourism Zone” means the Fox Cities Tourism Zone, established pursuant to the Commission Agreement and the Room Tax Act, encompassing the municipalities that are party to the Cooperation Agreement and any neighboring municipalities.

Town: The term “Town” shall have the meaning ascribed to such term in the Preamble to this Agreement.

ARTICLE II APPOINTMENT; TERM; TERMINATION

2.1 **Appointment.** Town hereby retains, engages, and appoints Administrator as Town’s agent to act as the sole and exclusive Administrator of the Facility and to perform or contract for the Management Services (as further set forth on Exhibit “A” attached hereto) during the Term, as more fully described herein, and Administrator hereby accepts said appointment upon and subject to the terms hereof. The Town acknowledges that the Administrator intends to contract with a Management Services Provider to provide the day-to-day operations of the Facility.

2.2 **Term.** This Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until such time as the date on which the Community Development Authority Lease Revenue Bonds, Series 2018, have been paid in full, or until the 10th anniversary of the Effective Date, whichever shall occur later (“**Term**”), unless earlier terminated pursuant to this ~~Agreement.~~ Agreement. It is the current intention of the parties to this Agreement that at the end of the Term, the Town will exercise its right of first refusal to purchase the Facility for \$100 from the CDA and then Gift the Facility to Administrator, or the Fox Cities Convention and Visitors Bureau for the continuation of operations for the purposes stated in this Agreement. The parties acknowledge and agree, however, that such proposed transactions will be subject to review of the facts and circumstances then present at the end of the Term, to determine if such transactions are in the best interests of all parties ~~involved.~~ involved.

2.3 **Termination.** This Agreement may be terminated (a) by Town, only upon default by Administrator or default by the Management Services Provider under its contract with the

Administrator, which, in either case, such default is not cured within sixty (60) days following the date upon which Administrator receives written notice from Town describing the alleged default (or in the event the default cannot be cured within such period, such additional time as is reasonably necessary to promptly and diligently cure the default); or (b) by mutual agreement of Town and Administrator. The effective date of termination shall be referred to as the "Termination Date". As an alternative to termination, the Town may, in the event of default by Administrator which is not cured within the time set forth above, perform such obligation on behalf of the Administrator, and Administrator shall reimburse Town for costs incurred by Town in curing the default.

2.4 **Effect of Termination.** Upon termination or expiration of this Agreement in accordance with its terms, (i) Administrator shall vacate the property and promptly discontinue the performance of all services rendered hereunder related to the Facility; (ii) Administrator shall make available to Town all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facility as may have been accumulated by Administrator in performing its obligations hereunder, whether completed or in process and to the extent Administrator has the right to such document; and (iii) upon the request of Town, Administrator shall assign its rights under the Facility Management Agreement with the Management Services Provider, or assign to Town, who shall assume or shall cause a successor manager to, assume all obligations arising after the date of such termination or expiration under any Service Contracts, Revenue Generating Contracts, booking commitments, and any other agreements entered into by Administrator or the Management Services Provider in furtherance of its duties hereunder, including responsibility for payment of all Operating Expenses, and all unpaid bills which have been approved by the Town as set forth herein. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof

ARTICLE III OWNERSHIP; MANAGEMENT SERVICES

3.1 **Ownership of Facility, Data, Equipment, and Materials.** The CDA shall at all times retain Ownership of the Facility, including, but not limited to, real estate, technical equipment, furniture, displays, fixtures, and similar property, including improvements made during the Term, at the Facility. Any data, equipment, or materials furnished by Town to Administrator or acquired by Administrator as an Operating Expense shall remain the property of the CDA and shall be returned to Town when no longer needed by Administrator to perform under this Agreement. Notwithstanding the above, Town shall not have the right to use any third-party software licensed by Administrator for general use by Administrator at the Facility and other facilities managed by Administrator, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense, and such software may be retained by Administrator upon expiration or termination hereof. Furthermore, Town recognizes that the Operations Manual to be developed and used by Administrator hereunder is proprietary to Administrator and shall belong solely to Administrator at the end of the Term and Town shall not use or maintain copies of the Operations Manual upon the end of the Term for any reason whatsoever.

3.2 **Management of the Facility.**

(a) **General.** Town hereby delegates to Administrator, subject to the terms and conditions set forth in this Agreement, complete discretion and authority to determine and implement, certain programs and other rules and regulations affecting the Facility or the operation thereof. The Town acknowledges that the Administrator intends to contract with a Management Services Provider to provide the day-to-day operations of the Facility.

(b) **Town's Rights.** Administrator acknowledges and agrees that Town shall have the right to review the Facility Management Agreement between the Administrator and Management Services Provider.

3.3 **Use of the Property.**

(a) **General.** Town hereby grants to Administrator the exclusive right and license to use the Facility for the Term *for the sole purposes of operating an athletic and recreation complex* that is reasonably likely to generate paid overnight stays at more than one hotel, motel or other lodging establishment within the Tourism Zone in compliance with the requirements of *"tourism promotion and tourism development" as that term is defined in Wis. Stat. § 66.0615(1) (fm)*. Administrator accepts such right of use and agrees to perform or cause to have performed the Management Services, including, without limitation, the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance, and management of the Facility, including, without limitation, athletic space, food service, meeting areas, and such other uses as shall be compatible for the operation of a state-of-the-art athletic facility. Administrator shall be solely responsible for providing such office equipment as is reasonably necessary to enable Administrator to perform its obligations under this Agreement.

(b) **Relationship.** The parties agree that, in no event, is the relationship established herein one of landlord and tenant, or licensor and licensee, and Administrator has no right to operate the Facility other than for the purposes set forth in this Agreement.

3.4 **Restrictions, Conditions, and Requirements on Use.** Administrator hereby agrees, represents, and warrants that the use, operation, and management of the Facility will comply with the following restrictions, conditions, and requirements:

(a) The Facility shall be a non-smoking facility and campus.

(b) The Facility, in all respects, shall be a family friendly facility, which includes, but is not limited to, a requirement that all advertising for and at the Facility be family friendly.

(c) The Facility shall not be used for large-crowd, non-sports events such as concerts, flea markets, home and garden shows, or similar such bookings / events that would create occupancy loads and assembly uses not approved under the Facility's design permits as an indoor sports and recreation complex and venue.

(d) **Discounted Use by Supporting Municipalities.** Administrator and/or Management Services Provider will grant all municipalities that are party to the Series 2018 Lease Revenue Bonds two “community days” a calendar year in which the residents of the municipality will be provided a 50% discount on use fees during any ice or gym recreation use scheduled for the public. Discounts shall not apply to contracted rates for organized club or team use to admission charged by private event sponsors. Municipality is responsible for providing appropriate identification to such residents and for informing Administrator and Management Services provider as to the identification that can be accepted and their preferred dates.

~~(d) **From Administrator and/or Management Services Provider.** Individuals residing within the jurisdictional limits of Town shall receive a 50% discount on fees equal to 50%, as compared to fees for use by residents from other communities, during any ice or gym recreation use scheduled for the general public. Said discount shall also apply to skate rental. Discounts shall not apply to contracted rates for organized club or team use or to admission charged by private event sponsors. Town is responsible for providing appropriate identification to such residents and for informing Administrator as to the identification that can be accepted.~~

ARTICLE IV COMPENSATION; FINANCIAL REQUIREMENTS

4.1 **Administrator At Risk.** The Town acknowledges that, for the entirety of the Term, it will not charge Administrator any lease or fees for the privilege of administering the Facility. Administrator shall operate the Facility on its own accord and acknowledges that it is at risk for all operational expenses related to the Facility. Administrator acknowledges that it does not expect to compensate itself from Revenues generated by the Facility and shall use Excess Revenues in accordance with Section 4.2.

4.2 **Distribution of Profits.** Town acknowledges that the Management Services Provider will generally receive and accumulate Revenues and pay Operating Expenses from an Operating Account. Administrator has reserved for itself the right to sell certain naming rights for the Facility, the Revenues from which will be deposited into an account separate and distinct from the Operating Account. Those Revenues and Excess Revenues generated from by and from the operation of the Facility shall be distributed by Administrator and used in the following order:

(a) First, to pay back any outstanding debt and / or operating losses from prior years. For example, in the event that Administrator has to obtain a loan from the Fox Cities Convention and Visitors Bureau, or from some other person or entity, to cover operating losses, any and all Excess Revenues generated by and from the Facility shall be used first to pay back such loan obligations.

(b) Second, to establish and fund, at the recommendation of Administrator and in consultation with the Management Services Provider and with approval of Town, which shall not be unreasonably withheld, a Capital Maintenance Reserve for payment of repairs, maintenance, and replacement of the Facility and its improvements, set forth and described herein and as further described in Section 6.2 (h) of the Agreement, as further described in Section 6.2 (i) of the Agreement.

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(c) Third, Excess Revenues will be deposited into the Tourism Facilities Grant Fund to be administered by the Fox Cities Convention and Visitors Bureau to be used by the Fox Cities Convention and Visitors Bureau within its discretion.

For purposes of clarification, no Excess Revenues shall be allocated to either subparagraph (b) or (c) until the obligations set forth in subparagraph (a) have been satisfied. Similarly, no Excess Revenues shall be allocated to subparagraph (c) until the obligations set forth in both subparagraphs (a) and (b) have been satisfied.

4.4 **Source of Funding.** Administrator shall pay all items of expense for the operation, maintenance, supervision, and management of the Facility, including all Operating Expenses, from the funds in the Operating Account, which Administrator may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility.

4.5 **Advancement of Funds.** Under no circumstances shall Town be required to pay for or advance any of its own funds to pay for any Operating Expenses or any other forms of compensation to Administrator or Management Services Provider.

ARTICLE V PERSONNEL

5.1 **Generally.** All Facility staff and personnel, including those hired on a part-time and seasonal basis, shall be engaged or hired by Administrator or Management Services Provider, and shall be employees, agents, or independent contractors of Management Services Provider, and not of Town. Administrator shall work in consultation with the Management Services Provider to select the number, function, qualifications, and compensation, including salary and benefits (which must be obtained at a reasonably competitive rate), of its employees and shall control the terms and conditions of employment (including, without limitation, termination thereof) relating to such employees. Administrator and Management Service Provider agrees to use its reasonable and prudent judgment in the selection and supervision of such personnel. Town specifically agrees that Administrator shall be entitled to pay its employees, agents, or independent contractors, as an Operating Expense, bonuses and benefits in accordance with the Facility's then current employee manual. During the Term, Town shall have no right or obligation to supervise or direct such employees, agents, or independent contractors.

ARTICLE VI RESPONSIBILITIES OF PARTIES

6.1 **General Responsibilities of Administrator.** Administrator will provide general operational oversight and expertise in providing Management Services for Facility and ensure the Facility is operated in a fashion that is reasonably likely to generate paid overnight stays at more than one hotel, motel or other lodging establishment within the Tourism Zone and for "tourism promotion and tourism development" as that term is defined in Wis. Stat. § 66.0615(1)(fm).

6.2 Specific Responsibilities of Administrator and Town.

(a) Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Administrator's contract administrator shall be its President. Town shall notify Administrator of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Administrator or Town participation or approval shall mean the participation or approval of such party's contract administrator, unless otherwise provided herein.

(b) Facility Advisory Committee/Reports: Town acknowledges that Administrator has established a Sports Facility Advisory Committee to provide oversight and guidance of the Management Services Provider. Town will, for the Term, have representation on this Committee and via this participation, the Town will receive regular reports regarding the operations of the Facility, including financial reports. Administrator will, upon request of Town, but no less than once annually, provide copies of budgets and financial statements or reports which are provided to Administrator by the Management Services Provider.

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(c) Furnishings, Equipment, Etc. The Town and Administrator acknowledge that the CDA, at CDA expense, shall be responsible for the furnishing of the FF&E of the Facility to an initial start-up "opening day" operable level, for which funding is obtained by the CDA as part of the "Cost of the Work" through Series 2018 Lease Revenue Bonds.

(d) Inventory. Town shall provide Administrator with an inventory of personal property, materials, and equipment at the commencement of the Term. Administrator shall maintain a current inventory of all personal property, materials, and equipment used in connection with the Facility.

(e) Insurance. Town and Administrator shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

Administrator shall obtain Owners' liability insurance for the CDA and pay all premiums therefore. Administrator shall obtain

(i) General Liability - Town. Administrator shall obtain, maintain, and pay the premiums at its sole expense for a general liability policy which insures Town, as tenant for the Facility with a combined single limit of \$5,000,000 per occurrence and a general annual aggregate limit of \$10,000,000. All such insurance shall be on an occurrence basis.

(ii) General Liability - Administrator. Administrator shall procure and maintain, at its sole expense, a general liability policy (including contractual and Errors and Omissions liability insurance) which insures Administrator as the named insured and where Town is listed as an additional insured, with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis.

(iii) General Liability – CDA. Administrator shall obtain, maintain, and pay the premiums at its sole expense for an Owner's general liability policy which insures the CDA, as owner of the Facility with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis.

(iv) Workers Compensation. Administrator shall procure and maintain all workers compensation insurance required under applicable Wisconsin state law.

(v) Property Insurance. Town shall procure and maintain fire, extended coverage casualty insurance, all risk insurance, and (if appropriate) flood insurance regarding the Facility in full replacement costs and pay the premiums therefore. Said insurance shall name CDA and Administrator as additional insured under the Town's policies, provided, however, that Administrator shall reimburse Town for all costs of such insurance out of the Operating Account.

(vi) Certificates of Insurance. Administrator shall upon execution of this Agreement furnish to Town certificates of all of the foregoing insurance as well as certificates of renewal no later than thirty (30) days prior to the expiration of each policy. No cancellation or non-renewal may take effect without thirty (30) days' prior written notice by registered mail to Town.

(f) Taxes and Assessments. Town acknowledges that the CDA owns the Facility and the land on which the Facility is located. As such, the Facility is exempt from real estate property taxation and there will be no real estate taxes assessed to the Administrator. Administrator shall be responsible for and promptly pay from the Operating Account all personal property taxes, improvement assessments, where required, and other like charges related to the Facility and the property on which the Facility is located.

(g) Compliance with Legal Requirements. Administrator shall take such actions as may be necessary to comply with any and all laws, orders, or requirements affecting Town or the Facility by any federal, state, county, or municipal agency, or authorities having jurisdiction thereover.

(h) Use and Maintenance of Property. As set forth herein, Administrator shall be responsible for the payment of all Operating Expenses, which includes, but is not limited to, repairs, maintenance, and replacement of the Facility and its improvements, including, but not limited to, any and all building components and any and all mechanical, plumbing, heating, air conditioning, and electrical systems and equipment servicing costs and expenses. Administrator agrees not to knowingly permit the use of the Facility for any purpose which might void any policy of insurance relating to the Facility, or which might render any loss thereunder uncollectible, or which would be in violation of any government restriction. Administrator hereby covenants and agrees to keep the Facility in good condition and repair. Administrator agrees to make regular inspections of the Facility and to complete necessary repairs and maintenance in a timely manner.

(i) Operating Expenses; Administrator Compensation; Capital Expenditures: Administrator shall be solely responsible for all Operating Expenses and Management Services Provider compensation, and the same shall be paid by Administrator from the Revenue in the Operating Account. CDA shall be responsible for debt service (for bonds, mortgage loans and notes for borrowed money) on the Facility, and Capital Expenditures, set forth and described herein.

(j) Observance of Agreements. Throughout the Term, Town agrees to pay, keep, observe, and perform all payments, terms, covenants, conditions, and obligations under any leases, bonds, debentures, loans, and other financing and security agreements to which Town is bound in connection with its lease of the Facility.

(k) Liquor License. Town agrees to cooperate in the granting of a liquor license to Administrator for the Facility (or an establishment located at the Facility). Town shall have civil liability exemption for any and all damages to persons or property resulting from the consumption of alcohol at the Facility.

~~(k)~~ 6.3 Facility Advisory Committee: During the ~~Term, of this Agreement,~~ Town and Administrator agree that each municipality that is party to the Series 2018 Lease Revenue Bonds, ~~will have the option to appoint one representative to a Sports Facility Advisory Committee, chaired and administered by the Administrator, that will advise on the operations of the Fox Cities Sports Facility and ensure that the facility is operated for its intended tourism-generating purpose at the highest possible standards. Appointees will serve at the pleasure of the highest elected official in the municipality. Appointees with facility management, sports operations, marketing, events and/or hotel experience are encouraged.~~

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ARTICLE VII FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

7.1 Existing Contracts. Other than the Lease with the CDA, and this Agreement, there are no Existing Contracts related to the Facility to which the Town is a party, other than various agreements associated with generating room tax, and supporting documents for issuance of Series 2018 Lease Revenue Bonds by the CDA.

7.2 Execution of Contracts. Administrator or the Management Services Provider shall have the right to enter into Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facility. Any such contracts shall contain standard indemnification and insurance obligations on the part of each vendor, licensee, or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

7.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase of goods or procurement of services for the Facility (including, without limitation, food and beverage services, ticketing services, and Commercial Rights sales), Administrator may purchase or procure such goods or services, or otherwise transact business with, an Affiliate of Administrator, provided that the prices charged and services rendered by such Affiliate are

competitive with those obtainable from any unrelated parties providing such goods or rendering comparable services.

ARTICLE VIII COVENANTS AND REPRESENTATIONS

8.1 **Town's Covenants and Representations.** Town makes the following covenants and representations to Administrator, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) **Town's Status.** Town is a municipality organized pursuant to the laws of the State of Wisconsin and is authorized to transact business in the State of Wisconsin, with full power and authority to enter into this Agreement.

(b) **Authorization.** The making, execution, delivery, and performance of this Agreement by Town has been duly authorized and approved by requisite action, and this Agreement has been duly executed and delivered by Town and constitutes a valid and binding obligation of Town, enforceable in accordance with its terms and applicable Laws.

(c) **Effect of Agreement.** To Town's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Town nor Town's performance of any obligation hereunder: (i) will constitute a violation of any law, ruling, regulation, or order to which Town is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Town is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) **Town's Property Rights.** Town shall obtain and retain the interests in the Facility pursuant to its lease with the CDA necessary to enable Administrator to perform its duties pursuant to this Agreement peaceably and quietly.

(e) **Documentation.** If necessary to carry out the intent of this Agreement, Town agrees to execute and provide to Administrator, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Administrator may reasonably request in connection with the operation of the Facility.

8.2 **Administrator's Covenants and Representations.** Administrator makes the following covenants and representations to Town, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) **Corporate Status.** Administrator is a corporation duly organized, validly existing, and in good standing under the laws of the State of Wisconsin and is authorized to transact business throughout the United States, including within the State of Wisconsin, with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) **Authorization.** The making, execution, delivery, and performance of this Agreement by Administrator has been duly authorized and approved by all requisite action of the

board of directors of Administrator, and this Agreement has been duly executed and delivered by Administrator and constitutes a valid and binding obligation of Administrator, enforceable in accordance with its terms and applicable Laws.

(c) **Effect of Agreement.** To Administrator's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Administrator nor Administrator's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Administrator is subject; or, (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Administrator is a party or is otherwise bound.

(d) **Documentation.** If necessary to carry out the intent of this Agreement, Administrator agrees to execute and provide to Town, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Town may reasonably request in connection with the operation of the Facility.

(e) Town represents and warrants that Administrator's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

ARTICLE IX LIABILITY

9.1 **Assumption of Liability; Indemnification.** Notwithstanding anything contained herein to the contrary, Administrator hereby releases and agrees to hold harmless, indemnify, and defend Town from any and all claims, causes of action, liabilities, damages, and / or costs, including, without limitation, actual reasonable attorneys' fees, claimed against or incurred by Town that are in any way related to the use, operation, and / or management of the Facility, and Administrator hereby agrees to assume all risk and liability for the same, and reimburse the Town for all such expenditures incurred by the Town as described above.

ARTICLE X GENERAL PROVISIONS

10.1 **Relationship.** Administrator and Town shall not be construed as joint venturers or general partners of each other and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Administrator understands and agrees that the relationship to Town is that of independent contractor, and that it will not represent to anyone that its relationship to Town is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage, or operate property, or to conduct business activities, which are competitive with the business of the Facility. Administrator covenants and agrees that, even though it may have a management responsibility for other similar properties, which from time-to-time may be competitive with the Facility, Administrator shall always represent the Facility fairly and deal with Town on an equitable basis.

10.2 **Representations.** Town represents and warrants: (i) that Town has full power and authority to enter this Agreement; (ii) that, to the best of Town's knowledge, the property on which

the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are, or will be, current; and (iv) that the Facility and its operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances).

10.3 **Assignment.** This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

10.4 **Benefits and Obligations.** The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, successors, and assigns.

10.5 **Building Compliance.** Administrator does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Town promptly, or forward to Town promptly, any complaints, warnings, notices, or summonses received by Administrator relating to such matters. Town represents that, to the best of Town's knowledge, the Facility and all such equipment contained therein comply with all such requirements.

10.6 **Notices.** All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Town:	Administrator Jim March (or the then-current Administrator) 1900 W. Grand Chute Boulevard Grand Chute, WI 54913-9613
with a copy to:	Robert Buckingham (or the then-current Community Development Director) 1900 W. Grand Chute Boulevard Grand Chute, WI 54913-9613
If to Administrator:	Fox Cities Sports Development, Inc. Attention: President 3433 W. College Avenue Appleton, WI 54914
with a copy to:	Epiphany Law, LLC Attn: Kathryn Blom 4211 N. Lightning Drive Appleton, WI 54913

10.7 **Amendments.** This Agreement may be amended by the Administrator and the Town pursuant to mutual agreement. All amendments to this Agreement shall be in writing and signed by appropriate officials on behalf of the Administrator and the Town.

10.8 **Headings.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

10.9 **Force Majeure.** Any delays in the performance of any obligation of Administrator under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Administrator and any time periods required for performance shall be extended accordingly.

10.10 **Entire Agreement.** This Agreement, including any specified attachments, constitutes the entire agreement between Town and Administrator with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Town and Administrator relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Town and Administrator. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Town and Administrator in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

10.11 **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist, at any time, upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy, shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

10.12 **Applicable Law.** The execution, interpretation, and performance of this Agreement shall, in all respects, be controlled and governed by the laws of the State of Wisconsin. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Wisconsin in Outagamie County or the United States District Court for the Eastern District of Wisconsin. Each party consents to the sole and proper jurisdiction of such

court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

10.13 **Acknowledgement.** The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

10.14 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

TOWN

THE TOWN OF GRAND CHUTE,
WISCONSIN

By: _____
Print Name: David Schowalter
Print Title: Town Chairman

ADMINISTRATOR

FOX CITIES SPORTS DEVELOPMENT, INC., a Wisconsin Corporation

By: _____
Print Name: _____
Print Title: _____

CDA

COMMUNITY DEVELOPMENT AUTHORITY OF THE TOWN OF GRAND CHUTE,
WISCONSIN

The CDA executes this Agreement for the purpose of acknowledging the rights granted to Administrator hereunder and evidencing its agreement to Sections 2.2, 6.2 (c), and 6.2 (i).

By: _____
Print Name: _____
Print Title: _____

EXHIBIT "A"

MANAGEMENT SERVICES

During the Term, Administrator will provide directly or through delegation to a professional Management Service Provider services related to a broad range of management, booking, marketing, business development, planning, design, vendor negotiation, branding, marketing, operations set-up, bookkeeping and software systems set-up, employee and volunteer recruitment, policy and procedures, and other aspects required at the Facility (collectively, the "Management Services"). The Management Services address Administrator's responsibility for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Facility, as well as obtaining any and all licenses and permits that are necessary to conduct the operations of the Facility and solicitation, arrangement, advertising and operation of all events to be conducted at the Facility as authorized by this Agreement.

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.

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

Dated as of [August 1], 2018

by and among

THE MUNICIPALITIES NAMED HEREIN,

the

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

the

FOX CITIES AREA ROOM TAX COMMISSION,

and the

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

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COOPERATION AGREEMENT FOR THE FOX CITIES SPORTS FACILITY

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

“Governing Body Authorizations” means (i) the Ordinances, (ii) the resolutions authorizing the execution and delivery of documents relating to the Sports Facility adopted by the Governing Bodies of: (a) Appleton on ~~_____~~ [June 20], 2018, (b) Fox Crossing on ~~_____~~ [June 11], 2018, (c) Grand Chute on ~~[June 5]~~ [June 19], 2018 (d) Kaukauna on ~~_____~~ [June 19], 2018, (e) Kimberly on ~~_____~~ June 4, 2018, (f) Little Chute on ~~_____~~ [June 20], 2018, (g) Menasha on ~~_____~~ [June 18], 2018, (h) City of Neenah on ~~_____~~ [June 27], 2018, (i) Town of Neenah on ~~_____~~ May 30, 2018, and (j) Sherwood on ~~_____~~ May 29, 2018, (iii) the resolution of the Room Tax Commission adopted on ~~_____~~ [June 18], 2018 relating to the Sports Facility, ~~and~~ (iv) the approval by the CVB on June 6, 2018, and (v) the resolutions of the Authority adopted on May 9, 2018, on ~~[May 23]~~, 2018, and on [July ____], 2018, each relating to the Sports Facility.

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

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

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

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

for the payment of the Bonds, in each case as amended from time to time pursuant to the terms thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

FACTS AND RECITALS

Section 2.01 Governing Body Authorizations.

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

Section 2.02 Tourism Zone Objectives.

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

Section 2.03 Importance of Sports Facility.

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

achievement of a sound and coordinated development and redevelopment of the Tourism Zone and for the promotion and development of tourism activities within the Tourism Zone.

Section 2.04 Construction of Sports Facility.

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

Section 2.05 Levy and Importance of Room Tax Revenues.

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

Section 2.06 Contract with CVB.

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

Section 2.07 Grant of Tourism Facilities Room Tax.

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

Section 2.08 Grand Chute to Create TID.

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

ARTICLE III

FINANCING OF THE SPORTS FACILITY PROJECT

Section 3.01 Contribution of Sports Facility Property to Authority.

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

Section 3.02 Acceptance of Grand Chute Contribution.

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

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

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

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

Section 3.04 Issuance of Bonds.

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

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

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

Section 3.05 Lease of Sports Facility Property.

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

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

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

Section 3.06 Municipalities to Pledge the Tourism Facilities Room Tax.

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

Section 3.07 Mortgage of the Sports Facility Property.

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

Section 3.08 Credit Enhancement.

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

ARTICLE IV

OPERATION OF THE SPORTS FACILITY

Section 4.01 Grand Chute to Provide Administrative Support to Authority.

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

Section 4.02 Management Agreement.

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

Section 4.03 Municipalities to Participate in the Room Tax Commission.

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

Section 4.04 Nondiscrimination.

Each party agrees that the Sports Facility shall not be operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government), sex, gender identity, gender expression, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Sports Facility shall be operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

ARTICLE V

MISCELLANEOUS

Section 5.01 Additional Municipalities.

Any Additional Municipality that becomes an additional member of the Room Tax Commission pursuant to the Commission Agreement shall, as a condition of such membership under said agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Room Tax Commission of a joinder agreement in substantially the form attached hereto as Exhibit C. A copy of the executed joinder agreement shall be delivered by the Room Tax Commission to the other then-current parties to this Agreement. Acceptance by the Room Tax Commission of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

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

Section 5.02 Assignment of Rights Under this Agreement.

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

Section 5.03 No Personal Liability.

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

Section 5.04 Parties and Interests.

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

Section 5.05 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered, or when sent by first class mail, email, or overnight delivery service, with proper address as indicated in each party's address indicated beneath the signature(s) of such party to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 5.06 Amendment.

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

Section 5.07 Termination of Agreement.

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

Section 5.08 Governing Law

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

Section 5.09 Captions.

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

Section 5.10 Counterparts.

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

Section 5.11 Severability.

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

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: skenney@kaukauna.org

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: jjacobs@ci.menasha.wi.us

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

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

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

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

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

Email: robert.buckingham@grandchute.net

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: Chairperson

And: _____
Its: Secretary

ADDRESS:

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

Email: bruce.sherman@grandchute.net

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

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

By: _____
Its: Chairperson

And: _____
Its: Executive Director

ADDRESS:

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

Email: pseidl@foxcities.org

EXHIBIT A

Sports Facility Project

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

EXHIBIT B

Sports Facility Property Legal Description

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

{Legal description be added}

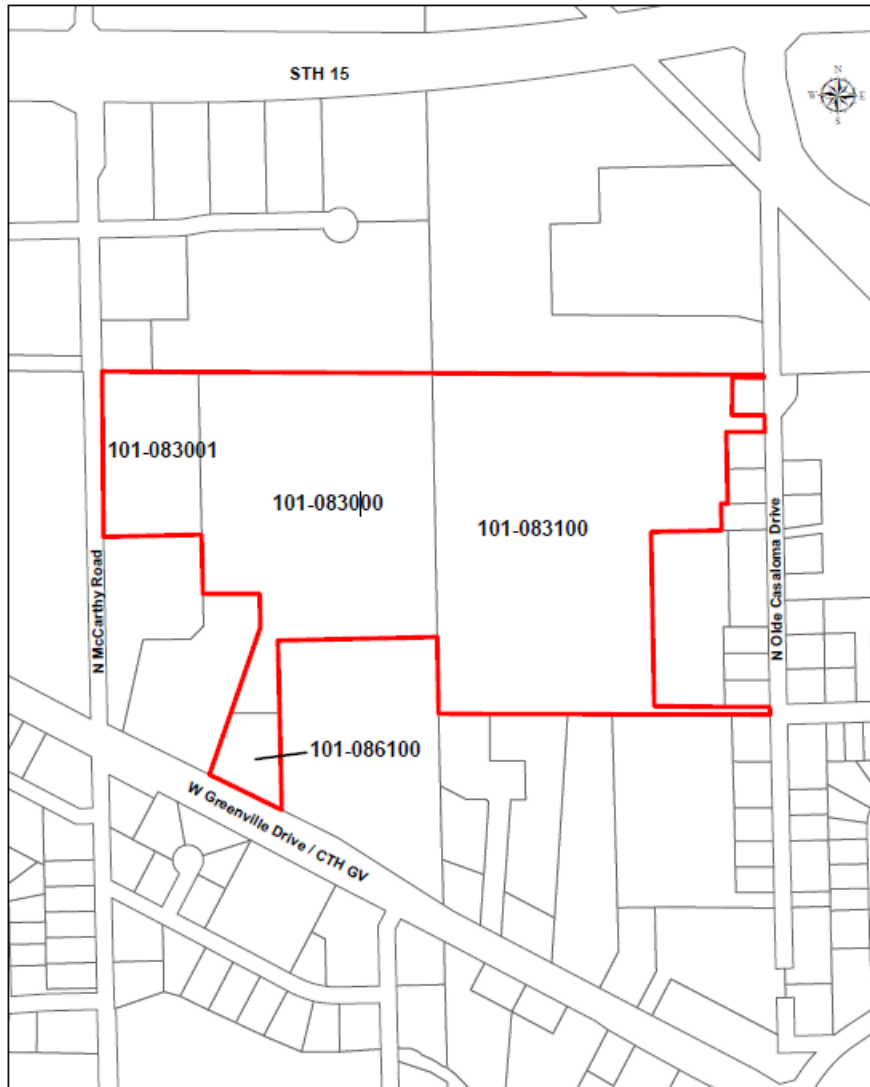


EXHIBIT C
JOINDER AGREEMENT TO
COOPERATION AGREEMENT FOR THE
FOX CITIES SPORTS FACILITY

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

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

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: _____

And: _____
Its: _____

Summary report: Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 6/7/2018 2:42:47 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Grand Chute CDA 2018 Sports Facility – Cooperation Agreement(1).docx	
Modified filename: Grand Chute CDA 2018 Sports Facility – Cooperation Agreement.docx	
Changes:	
Add	73
Delete	80
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	153

COMMON COUNCIL
OF THE
CITY OF APPLETON, WISCONSIN

June ____, 2018

Resolution No. N/A

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Sports Facility Project**

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Sports Facility as Tourism Development.

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

Section 2. Approval of Sports Facility Documents.

The terms and provisions of the Cooperation Agreement and the Pledge and Security Agreement are hereby approved. The Mayor and Clerk are hereby authorized for and in the name of the Municipality to execute and deliver the Sports Facility Documents in

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

Section 3. General Authorizations.

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

Section 4. Effective Date.

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

* * * * *

Adopted: June ____, 2018

Approved: June ____, 2018

Mayor

City Clerk

CERTIFICATIONS BY CLERK

I, Kami Lynch, hereby certify that I am the duly qualified and acting Clerk of the City of Appleton, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Common Council (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Sports Facility Project

I do hereby further certify as follows:

1. **Meeting Date.** On June _____, 2018, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting.** On June _____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality’s offices in Appleton, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media.** On June _____, 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 Municipality.

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 Mayor (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 declared that the Resolution was adopted, and I recorded the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on June ____, 2018, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

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

Clerk

[SEAL]

Dated as of [August 1], 2018

PLEDGE AND SECURITY AGREEMENT

Relating to the:

FOX CITIES SPORTS FACILITY

PLEDGE AND SECURITY AGREEMENT

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

RECITALS:

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

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

WHEREAS, under the terms of the Cooperation Agreement:

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

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

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

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

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

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

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

ARTICLE I

PLEDGE AND ASSIGNMENT OF PLEDGED ROOM TAXES TO THE TRUSTEE

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

ARTICLE II

DEPOSIT OF TOURISM FACILITIES ROOM TAXES WITH TRUSTEE

Section 2.01 Deposit of Room Taxes.

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

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

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

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

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

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

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

Section 2.03 Failure of Operator Not a Default of Municipality.

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

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

ARTICLE III
REPRESENTATIONS, WARRANTIES,
AND COVENANTS

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

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

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

ARTICLE IV

MISCELLANEOUS

Section 4.01 Counterparts.

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but all together only one, instrument. The laws of the State of Wisconsin shall govern this Agreement.

Section 4.02 Severability.

If any term, covenant, or condition of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any ambiguity in any terms or provisions of this Agreement, such ambiguity shall be construed in favor of the Trustee, notwithstanding any rules of construction to the contrary.

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

Section 4.03 Additional Parties to this Agreement.

Any municipal government that hereafter becomes an additional member of the Room Tax Commission (an “**Additional Municipality**”) pursuant to the Commission Agreement shall, as a condition of such membership under the Commission Agreement, become an additional party to this Agreement. Each Additional Municipality shall be bound to the terms, conditions, and obligations of the Municipalities under this Agreement by execution and delivery to the Trustee of a joinder agreement in substantially the form attached hereto as Exhibit A, and a copy of the executed joinder agreement shall be delivered by the Trustee to the other then-current parties to this Agreement. Acceptance by the Trustee of such joinder agreement shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

Section 4.04 Amendments to this Agreement.

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

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

Section 4.05 Termination.

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

Section 4.06 Notices.

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

If to the Room Tax Commission at:

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

If to the Trustee at:

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

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

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

[Signature Pages Follow]

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

CITY OF APPLETON, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: tony.saucerman@appleton.org

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

VILLAGE OF FOX CROSSING, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jsturgell@foxcrossingwi.gov

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

TOWN OF GRAND CHUTE, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: jim.march@grandchute.net

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

CITY OF KAUKAUNA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: skenney@kaukauna.org

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

VILLAGE OF KIMBERLY, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: dblock@vokimberly.org

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

VILLAGE OF LITTLE CHUTE, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: jfenlon@littlechutewi.org

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

CITY OF MENASHA, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: jjacobs@ci.menasha.wi.us

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

CITY OF NEENAH, WISCONSIN

By: _____
Its: Mayor

And: _____
Its: Clerk

ADDRESS:

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

Email: measker@ci.neenah.wi.us

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

TOWN OF NEENAH, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Clerk

ADDRESS:

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

Email: ellen@townofneenah.com

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

VILLAGE OF SHERWOOD, WISCONSIN

By: _____
Its: President

And: _____
Its: Clerk

ADDRESS:

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

Email: administrator.sherwood@newbc.rr.com

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

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its Chairperson

And: _____
Its Secretary

**ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION, as trustee**

By: _____
Its _____

And: _____
Its _____

EXHIBIT A
JOINDER AGREEMENT TO
PLEDGE AND SECURITY AGREEMENT

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

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

_____ OF _____, WISCONSIN

By: _____
Its: _____

And: _____
Its: _____

ADDRESS:

_____ of _____
Attention: _____

_____, Wisconsin _____

Email: _____

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

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By _____

Its: _____

Tony Saucerman

From: Robert L. Buckingham <Robert.Buckingham@grandchute.net>
Sent: Friday, June 08, 2018 10:50 AM
To: Britney K. Stobbe
Cc: Karen Harkness; Tony Saucerman
Subject: Sports Facility Project
Attachments: Grand Chute CDA 2018 Sports Facility Cooperation Agreement 6-7-2018 Draft.docx;
Redline - v 3-4 Grand Chute CDA 2018 Sports Facility Cooperation Agreement (003).pdf

Hi Mayor Hanna,

Thank you for calendaring the Sports Facility project at upcoming City of Appleton meetings. Regarding discussion at the June 11 Finance Committee meeting, John Mehan (Baird) and I will be in attendance and prepared to respond to questions or to provide additional information that might be requested.

Attached to this email is a revised draft of the Cooperation Agreement regarding the Sports Facility project (redline and clean versions). This draft, dated June 7, 2018, replaces the earlier version that was sent to you on May 29. It includes a few updates and changes made since the earlier version, including some changes that the City wanted made. This revised draft Agreement is the version to be included with the Authorizing Resolution and Pledge & Security Agreement as a complete packet of documents to be acted upon by the Common Council.

During your recent discussion with Town Chairman Showalter, and in Director Harkness's discussion at the June 6 CVB Board meeting, there were questions presented about the project that I can provide answers to now. If there are additional questions you, Council members, or staff have regarding this project, we will certainly provide responses in a timely manner.

Sources and Uses of Funds, Financing Update. The project team continues its work on finalizing the financing for the project. The CDA will issue taxable lease revenue bonds, with features very similar to those of the Exhibition Center bonds. Knowing that we are six weeks out from pricing the bonds, our sources and uses analysis is still preliminary at this time. Right now, we are projecting total uses of funds at \$35.5 million, including construction hard and soft costs at \$28.9 million, and FF&E costs at \$1.4 million. Total sources are currently projected at \$33.6 million in bond proceeds and \$1.9 million in Tourism Facility Room Tax amounts already received and available to be applied to this project.

The final financing package will be determined at the date the bonds are priced. Ahead of that date, the CDA will receive and approve a Guaranteed Maximum Price from Miron Construction for the cost of work in constructing the Sports Facility, and the CDA will receive a bond rating for this issue. What we do know is that since the Exhibition Center bond sale, interest rates are higher. At this time we are projecting a last bond maturity date in 2052, with an average maturity of 26 years. The CDA has no interest in borrowing more than the project needs, so the planning work we are engaged in now is in an effort to get the best available rates and terms when the bonds are priced.

Managing Bond Proceeds. The Town will be opening a separate bank account for the CDA. The bond proceeds will be deposited into this CDA bank account. As the Town cuts checks for the construction of the Sports Facility, the Town will transfer money from the CDA account to the Town's checking account. All interest earned in the CDA account will stay in the CDA account and will first be used to fund unexpected costs, if any, of constructing and equipping the Sports Facility. After that, all remaining earned interest in the CDA account will be used to call bonds. All proceeds and interest earnings will stay with the project.

Cooperation Agreement. The revised draft of the Cooperation Agreement has been updated, in part, following questions or concerns raised by the City. At Section 2.06, the requirement that Grand Chute approve any grant made from Tourism Facilities Room Tax revenue has been removed. That requirement will no longer be in effect.

Similarly, at Section 2.07, a revision was made to drop Grand Chute's approval of the grant for the Sports Facility. Grand Chute will not approve this grant. The only action by Grand Chute in that regard will be to accept the grant. At Section 2.08, it was asked if the Town's gift of land for the Sports Facility project will be financed/reimbursed with Tax Increment Financing. The answer is no. The gift of land originally made for this project stands and the Town will not be reimbursed for that value. The proposed tax increment district will be created no later than September 30, 2018, with an effective date of January 1, 2018. The boundaries of the district are yet to be finalized. While the Sports Facility will be included in the district, the boundaries will encompass a much broader area, where we expect the availability of TID financing will generate incremental value from new commercial, residential and mixed-use development. The full cost of public infrastructure to serve the Sports Facility will be funded by this district and no infrastructure improvements will be financed by the CDA lease revenue bonds.

At Section 3.02, a question was raised about current and future land ownership of the property being gifted to the CDA by the Town. The total amount of land being gifted is 60 acres. It is being platted as a single lot for purposes of land transfer and bonding. The actual amount of land that ultimately will be needed for the Sports Facility (building, parking, greenspace, and room for future expansion) is approximately 25 acres. Section 3.02 allows that after the Sports Facility "parcel" is defined and platted, the Town may re-acquire some or all of the lands not needed for the Sports Facility. That land will include an outlot for the regional stormwater pond, lands to be dedicated for public roads and trails, and other future parcels that could be sold to generate new tax-generating development.

Sports Facility Administration Agreement. Under separate cover, the City was provided an updated version of the agreement between Grand Chute and Fox Cities Sports Development, Inc. for the operation and management of the completed Sports Facility. This version reflects changes made in response to some questions or concerns raised by the City. Director Harkness may be addressing those in more detail, but I will note two specific revisions made. First, the Agreement provides that a Sports Facility Advisory Committee will be created. Each municipality in the Tourism Zone will have the option to appoint a representative to serve on this committee. Also, the Agreement establishes that all municipalities in the Tourism Zone will be granted two community days per calendar year in which residents will be provided a 50% discount on use fees during any ice or gym recreation use scheduled for the public.

As I mentioned earlier, if there are other questions you may have, please forward them to me and we will respond in a timely manner. In the meantime, I look forward to attending the Finance Committee meeting on June 11.

Regards,

Bob

Robert Buckingham
Community Development Director
Town of Grand Chute
920-832-1599