BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221

ADMINISTRATION COMMITTEE
Steve Fewell, Chair
Kris Schuller, Vice Chair
David Steffen, Thomas De Wane, Tim Carpenter

SPECIAL ADMINISTRATION COMMITTEE
Thursday, June 11, 2012
5:30 p.m.
Room 200, Northern Building
305 E. Walnut Street

** NOTE DATE AND TIME **

I. Call to order.
II. Approve/modify agenda.

1. Resolution re: To Approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement.

2. Such other matters as authorized by law.

Steve Fewell, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

June 20, 2012

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

RESOLUTION TO APPROVE THE AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT AND THE ADDENDUM TO THE 1999 COOPERATION AGREEMENT

WHEREAS, the Room Tax Commission, various elected representatives of the Cities of Green Bay and De Pere and the Villages of Allouez, Ashwaubenon, Bellevue, Howard and Suamico (the "Municipalities"), and the Green Bay Lodging Association have discussed the feasibility of implementing a 2% room tax increase by the Municipalities to fund the tourism and convention activities of the Greater Green Bay Convention & Visitors Bureau, Inc. ("CVB"); and

WHEREAS, the Municipalities have or will all adopt amendments to their Room Tax Ordinance increasing the room tax in such municipality from 8% to 10%; and

WHEREAS, Brown County and the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999, which provided for the pledging and utilization of "Room Tax Revenues"; and

WHEREAS, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, an addendum is required to the 1999 Cooperation Agreement and the Pledge and Security Agreement must be amended and restated to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement);

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

1. Brown County approves the Addendum to the 1999 Cooperation Agreement and the Amended and Restate Pledge and Security Agreement.

Respectfully submitted,

ADMINISTRATION COMMITTEE

EXECUTIVE COMMITTEE

Approved by:

_____

COUNTY EXECUTIVE

Date Signed:_____

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund. This is an authorizing resolution to approve the Addendum to the 1999 Cooperation Agreement and the Amended and Restated Pledge and Security Agreement.

AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT

Dated as of July 1, 1999

Relating To:

**COMMUNITY DEVELOPMENT AUTHORITY OF THE
VILLAGE OF ASHWAUBENON (WISCONSIN)
TAXABLE REVENUE BONDS, SERIES 2012
(BROWN COUNTY RESCH CENTER PROJECT)**

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY (WISCONSIN)
LEASE REVENUE REFUNDING BONDS, SERIES 2006
(CONVENTION CENTER PROJECT)**

THIS AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 1, 1999 (this "**Agreement**"), is made and entered into by and among the **CITY OF GREEN BAY, WISCONSIN,** a Wisconsin municipal corporation and political subdivision ("**Green Bay**"), the **CITY OF DE PERE, WISCONSIN,** a Wisconsin municipal corporation and political subdivision ("**De Pere**"), the **VILLAGE OF ALLOUEZ, WISCONSIN,** a Wisconsin municipal corporation and political subdivision ("**Allouez**"), the **VILLAGE OF ASHWAUBENON, WISCONSIN,** a Wisconsin municipal corporation and political subdivision ("**Ashwaubenon**"), the **VILLAGE OF HOWARD, WISCONSIN,** a Wisconsin municipal corporation and political subdivision ("**Howard**"), the **VILLAGE OF BELLEVUE, WISCONSIN**, a municipal corporation and political subdivision ("**Bellevue**"), the **VILLAGE OF SUAMICO, WISCONSIN**, a municipal corporation and political subdivision ("**Suamico**") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "**Municipalities**"), **BROWN COUNTY, WISCONSIN,** a Wisconsin municipal corporation and political subdivision (the "**County**"), the **GREEN BAY AREA ROOM TAX COMMISSION,** a Wisconsin quasi-municipal corporation (the "**Room Tax Commission**"), and **ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION**, a national bank organized under the laws of United States of America, as trustee (the "**Trustee**");

W I T N E S S E T H :

WHEREAS, Green Bay, De Pere, Allouez, Ashwaubenon, Howard, the County, the Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Green Bay RDA**"), and the Community Development of the Village of Ashwaubenon, Wisconsin (the "**Ashwaubenon CDA**", together with the Green Bay RDA, the "Authorities") are parties to a Cooperation Agreement, dated as of July 1, 1999 (the "**Cooperation Agreement**"); and

WHEREAS, subsequent to the execution of the Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission; and

WHEREAS, contemporaneously with the execution of this Agreement, the Municipalities and the County are executing a Addendum to 1999 Cooperation Agreement concerning revenues from an increase in the room tax rate; and

WHEREAS, under the terms of the Cooperation Agreement:

(a) the Municipalities agree to pledge any and all Net Room Taxes (as defined in the Cooperation Agreement) to the Room Tax Commission and consent to the use of the Net Room Taxes for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding bonds (the "**Bonds**") issued by the Authorities pursuant to indentures of trust entered into by each of the Authorities with the Trustee (respectively, the "**Green Bay Indenture**" and the "**Ashwaubenon Indenture**", collectively, the "**Indentures**"), subject to any restrictions related

thereto in the Room Tax Act (as defined in the Cooperation Agreement); and

(b) the Room Tax Commission agrees to pledge and perform all other acts necessary to effect the pledge of any and all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on outstanding Bonds; and

(c) the Municipalities, the Room Tax Commission, and the County agree to enter into this Agreement with the Trustee for the purpose of effecting and providing for the terms and conditions of the pledge of the Net Room Taxes to the payment of debt service on outstanding Bonds; and

WHEREAS, the terms and conditions of this Agreement are in compliance with Section 66.75 of the Wisconsin Statutes, as amended (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 Municipalities, the Room Tax Commission, and the County; and

WHEREAS, all things necessary to constitute this Agreement a valid pledge and assignment of the Net Room Taxes have been done and performed; and

WHEREAS, the Municipalities, the Room Tax Commission, the Counties, and the Trustee are amending and restating this Agreement to clarify the treatment of additional Room Taxes;

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

ARTICLE I

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 1.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all room taxes levied thereby during the term of this Agreement to be deposited in accordance with Article III of this Agreement.

Section 1.02 Additional Room Taxes.

The Municipalities may, from time to time, levy room taxes in addition to the room taxes originally levied in fulfillment of the Cooperation Agreement and hereby set forth their understanding of the Cooperation Agreement in that regard.

The term "**Room Taxes**", when used to determine the administrative fee payable to each Municipality, shall be construed to mean room taxes collected at the rate of 8%, and the term "**Additional Room Taxes**", as used in this Agreement, shall mean room taxes collected in excess of the rate of 8%.

As a result, each Municipality acknowledges and agrees that the amount each Municipality retains as its administrative fee is determined without regard to any Additional Room Taxes.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in the recitals of this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in the recitals of this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article I of this Agreement to be deposited in accordance with Article III of this Agreement.

ARTICLE III

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 3.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, all Room Taxes levied by the Municipalities shall be deposited directly by the

original obligors thereof with the Trustee, and the Additional Room Taxes shall be treated as described in Section 3.04 of this Agreement, and the remaining Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Indentures therefore, and the Trustee shall allocate such Room Taxes in the following amounts and in the following order of priority:

(a) the Trustee shall allocate to the Room Tax Administrative Fund established and maintained pursuant to Section 3.02 of this Agreement (the "**Room Tax Administrative Fund**"), the following portion of such Room Taxes (with respect to each Municipality, its respective "**Administrative Fee**"):

(1) with respect to Room Taxes levied, enforced and collected by or with respect to Green Bay, Sixteen percent (16%) of such Room Taxes;

(2) with respect to Room Taxes levied, enforced and collected by or with respect to De Pere, Four percent (4%) of such Room Taxes;

(3) with respect to Room Taxes levied, enforced and collected by or with respect to Allouez, Four percent (4%) of such Room Taxes;

(4) with respect to Room Taxes levied, enforced and collected by or with respect to Howard, Four percent (4%) of such Room Taxes;

(5) with respect to Room Taxes levied, enforced and collected by or with respect to Ashwaubenon, Sixteen percent (16%) of such Room Taxes; and

(6) with respect to Room Taxes levied, enforced and collected by or with respect to an Additional Municipality (as defined in the Cooperation Agreement), Four percent (4%) of such Room Taxes;

(b) the Trustee shall allocate the remaining Room Taxes on a pro rata basis, as follows:

(1) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture a portion of such Room Taxes equal to the product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the

Bonds then outstanding, if any, issued pursuant to the Green Bay Indenture for the current Bond Year (as defined in the Indentures) and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year; and

(2) the Trustee shall allocate to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture a portion of such remaining Room Taxes equal to the product of (i) the aggregate of such Room Taxes and (ii) a fraction the numerator of which is the aggregate annual debt service with respect to the Bonds then outstanding, if any, issued pursuant to the Ashwaubenon Indenture for the current Bond Year and the denominator of which is the aggregate annual debt service with respect to all Bonds then outstanding for the current Bond Year.

The Trustee does hereby agree to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures.

Section 3.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Room Tax Administrative Fund**." The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 3.01(a) of this Agreement. On the 15th day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 3.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article III and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes.

Section 3.04 Additional Room Taxes.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "**Additional Room Tax Fund**". The Trustee shall deposit the Additional Room Taxes into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that a "Room Tax Deficiency" (as defined in the Cooperation Agreement) has occurred and is continuing, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the Greater Green Bay Convention Center & Visitors Bureau, Inc. (the "**CVB**") at such address as the CVB may from time to time designate in writing to the Trustee; otherwise, and until such time as the County shall notify the Trustee in writing that a "Room Tax Deficiency" is not continuing, the balance in the Additional Room Tax Fund shall be allocated as provided in Section 3.01(b) of this Agreement.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

ARTICLE V

MISCELLANEOUS

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. If any term, covenant, or condition of this Agreement, the Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the Cooperation Agreement, or the Indentures, 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, the Cooperation Agreement, or the Indentures 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 County, notwithstanding any rules of construction to the contrary.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, sealed, and delivered as of the Effective Date.

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

CITY OF GREEN BAY

By:_____
Name: James J. Schmitt
Its: Mayor

Countersigned:

_____
Name: Kris A. Teske
Its: Interim City Clerk

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

CITY OF DE PERE

By:_____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

_____
Name: Charlene M. Peterson
Its: Clerk-Treasurer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF ALLOUEZ

By:_____
Name: Steve Vanden Avond
Its: President

Countersigned:

_____
Name: Debbie Baenen
Its: Clerk-Treasurer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF ASHWAUBENON

By:_____
Name: Michael W. Aubinger
Its: President

Countersigned:

_____
Name: Dawn Collins
Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF HOWARD

By:_____
Name: Burt R. McIntyre
Its: President

Countersigned:

_____
Name: Christopher Haltom
Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF BELLEVUE

By:_____
Name: Howard Ward
Its: President

Countersigned:

_____
Name: April Little
Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
24 West Main Street
P.O. Box 79
Belleville, WI 53508

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF SUAMICO

By:_____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

_____
Name: Bonnie Swan
Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

By:_____
Name: Darlene K. Marcelle
Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

[Signature Page to Amended and Restated Pledge and Security Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____
Name: _____
Its: Chairman

Countersigned:

By:_____
Name: _____
Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

[Signature Page to Amended and Restated Pledge and Security Agreement]

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as trustee

By

_____

_____
Its Vice President

[SEAL]

_____

Countersigned

_____
Its Trust Officer

[Signature Page to Amended and Restated Pledge and Security Agreement]

ADDENDUM TO 1999 COOPERATION AGREEMENT

This ADDENDUM TO 1999 COOPERATION AGREEMENT (this "**Addendum**") is made as of _____, 2012, by and among the **CITY OF GREEN BAY, WISCONSIN,** a Wisconsin municipal corporation and political subdivision, the **CITY OF DE PERE, WISCONSIN,** a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF ALLOUEZ, WISCONSIN,** a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF ASHWAUBENON, WISCONSIN,** a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF HOWARD, WISCONSIN,** a Wisconsin municipal corporation and political subdivision, the **VILLAGE OF BELLEVUE, WISCONSIN**, a municipal corporation and political subdivision, and the **VILLAGE OF SUAMICO, WISCONSIN**, a municipal corporation and political subdivision (collectively, the "**Municipalities**"), and **BROWN COUNTY**, a Wisconsin municipal corporation and political subdivision (the "**County**").

WHEREAS, all the Municipalities except the Village of Bellevue and the Village of Suamico are parties to a Cooperation Agreement, dated as of May 18, 1999 (the "**Cooperation Agreement**"), which concerned the development and redevelopment of certain areas designated in the Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas as matters of group interest and, among other things, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein); and

Whereas, subsequent to the execution of the Cooperation Agreement, the Village of Bellevue and the Village of Suamico became members of the Room Tax Commission; and

WHEREAS, pursuant to the Cooperation Agreement, the Municipalities, together with Associated Bank Green Bay, National Association (as the predecessor-in-interest of Associated Trust Company, National Association), as trustee (the "**Trustee**"), entered into a Pledge and Security Agreement, dated as of July 1, 1999 (as it may be amended from time to time, the "**Pledge and Security Agreement**"), which provided that all Room Tax Revenues shall be deposited with the Trustee and allocated as provided therein, namely, a portion to the Room Tax Administrative Fund established under the Pledge and Security Agreement and the remaining portion to the bonds issued under both the Indenture of Trust, dated as of December 1, 1999 (the "**Ashwaubenon Indenture**"), from the Community Development Authority of the Village of Ashwaubenon to the Trustee, and the Indenture of Trust, dated as July 1, 1999 (the "**Green Bay Indenture**"), from the Redevelopment Authority of the City of Green Bay to the Trustee; and

WHEREAS, Section 8.08 of the Ashwaubenon Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year, thereafter to the

Debt Service Reserve Account created thereunder until fully funded, and lastly to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, Section 8.08 of the Green Bay Indenture provides that Room Tax Revenues received by the Trustee with respect to the bonds issued under the Ashwaubenon Indenture shall be applied first to the Bond Fund created thereunder until the amount on deposit equals the aggregate of the amount of interest and principal to be paid on bonds issued thereunder with respect to the current bond year and thereafter to the Room Tax Stabilization Fund created thereunder; and

WHEREAS, under both Section 8.08 of the Ashwaubenon Indenture and Section 8.08 of the Green Bay Indenture, amounts in the Room Tax Stabilization Fund shall, at the election of the County, be made available to the respective bond issuer, for various uses, including, upon direction of the County for other tourism activities and promotion; and

WHEREAS, the Municipalities are also parties to a Room Tax Commission and Tourism Zone Agreement dated August 29, 1997, in which the Municipalities agree they are a "Zone" for purposes of the Room Tax Act (Wis. Stats. §66.0615 *et seq.*) in that they are perceived as a single destination by the traveling public; and

WHEREAS, the Municipalities wish to enter into this Addendum to the Cooperation Agreement to increase room tax collections within the Zone and, to the extent permitted under the Pledge and Security Agreement, the Ashwaubenon Indenture, and the Green Bay Indenture, to direct such revenue to the Greater Green Bay Convention & Visitors Bureau, Inc., a non-profit corporation (the "**CVB**"), which is the tourism entity for the Zone under the Tourism Entity Agreement dated January 1, 1999 and as amended dated May 31, 2012 between the CVB and the Room Tax Commission as required under Wis. Stats. §66.0615 (1m) (b) 2; and

WHEREAS, the Green Bay Area Room Tax Commission, the Redevelopment Authority of the City of Green Bay, Wisconsin, and the Community Development Authority of the Village of Ashwaubenon, Wisconsin, which are parties to the Cooperation Agreement but not this Addendum, are asked to acknowledge this Addendum.

NOW, THEREFORE, in consideration of the premises and the mutual promise and other obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Municipalities agree as follows:

1. The Municipalities agree to enact such resolutions and ordinances and take all other municipal acts as are necessary to affect the levy, enforcement, and collection of a 2% increase from an 8% room tax rate to a 10% room tax rate (the "**2% increase**").

2. The Municipalities agree to amend and restate the Pledge and Security Agreement to provide that the room taxes collected with respect to the 2% increase will be directed to the CVB except upon the occurrence and continuation of a Room Tax Deficiency (as defined in the Cooperation Agreement).

3. All Room Tax Revenues derived from the 2% increase shall, in accordance with Article III of the Pledge and Security Agreement, as amended, be deposited with the Trustee and allocated as provided therein.

4. Nothing herein shall prevent the Municipalities from taking additional actions, if they deem it necessary or appropriate, to increase the room tax rate by an additional amount for such purposes as they determine.

5. All Room Tax Revenues pledged by the Municipalities under the Cooperation Agreement shall continue to be directed as required under the Cooperation Agreement and the Pledge and Security Agreement. Nothing in this Addendum shall be construed to limit, change, amend, or otherwise alter the obligations and requirements imposed upon each Municipality by the Cooperation Agreement and the Pledge and Security Agreement.

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

[Signature Page Follows

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

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

CITY OF GREEN BAY

By:_____
Name: James J. Schmitt
Its: Mayor

Countersigned:

_____
Name: Kris A. Teske
Its: Interim City Clerk

Address for Notices:
City of Green Bay
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

CITY OF DE PERE

By:_____
Name: Michael J. Walsh
Its: Mayor

Countersigned:

_____
Name: Charlene M. Peterson
Its: Clerk-Treasurer

Address for Notices:
City of De Pere
Attn: Clerk-Treasurer
335 S. Broadway Street
De Pere, WI 54115

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF ALLOUEZ

By:_____
Name: Steve Vanden Avond
Its: President

Countersigned:

_____
Name: Debbie Baenen
Its: Clerk-Treasurer

Address for Notices:
Village of Allouez
Attn: Clerk-Treasurer
1900 Libal Street
Green Bay, WI 54301

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF ASHWAUBENON

By:_____
Name: Michael W. Aubinger
Its: President

Countersigned:

_____
Name: Dawn Collins
Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF BELLEVUE

By:_____
Name: Howard Ward
Its: President

Countersigned:

_____
Name: April Little
Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
24 West Main Street
P.O. Box 79
Belleville, WI 53508

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF HOWARD

By:_____
Name: Burt R. McIntyre
Its: President

Countersigned:

_____
Name: Christopher Haltom
Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54313

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Municipal Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

VILLAGE OF SUAMICO

By:_____
Name: Patricia Gaura-Jelen
Its: President

Countersigned:

_____
Name: Bonnie Swan
Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

[Signature Page to Addendum to 1999 Cooperation Agreement]

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____
Name: Troy Streckenbach
Its: County Executive

Countersigned:

By:_____
Name: Darlene K. Marcelle
Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

[Signature Page to Addendum to 1999 Cooperation Agreement]

Acknowledged By:

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____
Name: _____
Its: Chairman

Countersigned:

By:_____
Name: _____
Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

REDEVELOPMENT AUTHORITY OF CITY OF GREEN BAY, WISCONSIN

By:_____
Name: _____
Its: Chairman

Countersigned:

By:_____
Name: _____
Its: Secretary

Address for Notices:
Redevelopment Authority of the
City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

Acknowledged By:

APPROVED AS TO FORM:

By:_____
Name: _____
Its: Attorney

APPROVED:

By:_____
Name: _____
Its: Finance Officer

COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____
Name: _____
Its: Chairperson

Countersigned:

By:_____
Name: _____
Its: Secretary

Address for Notices:
Community Development Authority
of the Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304