

AGENDA

--- SPECIAL MEETING ---

FOX CITIES HOTEL ROOM TAX COMMISSION

April 9, 2018

3:00 p.m.

Fox Cities Convention & Visitors Bureau
3433 West College Avenue, Appleton, Wisconsin

Call to order	Bruce Sherman
Roll call of membership	Bruce Sherman
Approval of March 19, 2018 Meeting Minutes	Bruce Sherman
Financial Report on Status of Room Tax Collections 1. Outstanding Room Tax from City of Kaukauna	Pam Seidl
CVB Report 1. 2017 Audit	Pam Seidl
Old Business	Bruce Sherman
New Business 1. Consideration and Potential Action on Resolution regarding Appleton RDA 2018 2. Consideration and Potential Action on Amended and Restated Tourism Entity Agreement 3. Consideration and Potential Action to direct Associated Trust, as Trustee, to provide quarterly financial reporting. 4. Consideration and Potential Action to release funds held for Exhibition Center to Associated Trust 5. Communication to Hotels relating to room tax allocation change 6. Communication to municipalities re: Commission Appointment 7. State of Wisconsin Room Tax Reporting	Bruce Sherman
Adjournment	Bruce Sherman

Upcoming meeting dates (all at the CVB) –

June 18, 2018 at 3:00pm - First meeting of NEW TERM

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

**FOX CITIES ROOM TAX COMMISSION
MEETING MINUTES**

DATE: March 19, 2018

TIME: 3:00 p.m.

PLACE: Fox Cities Convention & Visitors Bureau

PRESENT: Tony Saucerman, Bruce Sherman, Jeff Nooyen, Mike Easker, George Dearborn, Deb Johnson, Jim March, Chuck Gifford, Bob Benz, John Jacobs, Teri Matheny, Karen Harkness, Dani Block, Jim Gunz, Jay Schumerth, Al Schaefer

ABSENT: Lee Meyerhoffer, Thomas Wilde

GUESTS: Bob Schmiechel (Town of Neenah), Dale Youngquist (Village of Fox Crossing), John Mehan (Robert W. Baird & Co.)

STAFF: Pam Seidl, Kim Tisler

- I. **CALL TO ORDER:** Mr. Sherman called the meeting to order at 3:00pm.
- II. **ROLL CALL of MEMBERSHIP:** A list of Commission members was passed around and those in attendance initialed the sheet.
- III. **MINUTES:** Minutes of the December, 2017 meeting were emailed in advance. **Mr. Benz moved approval of the December minutes as presented. Second by Ms. Johnson. Motion carried.**
- IV. **FINANCIAL REPORT:** Ms. Seidl reviewed the Commission's financial position as of March 19, 2018, which included a summary of room tax collections through the 4th quarter of the year, along with a Balance Sheet and Summary Income Statement. The City of Kaukauna's 3rd and 4th quarter room tax remains outstanding. **Mr. March moved approval of the financial statement as presented. Second by Mr. Dearborn. Motion carried.**

Discussion ensued regarding possible avenues the Commission could take to collect the past due room tax from the City of Kaukauna. **Mr. March moved that the Commission ask the City of Kaukauna to begin legal action against the hotel in order to collect on the 2017 room tax. Second by Mr. Benz. Motion carried.**

- V. **CVB REPORT:** Ms. Seidl provided Commission members with the CVB's 2017 Annual Report and 2018 Plan of Work.
- VI. **OLD BUSINESS:** None.
- VII. **NEW BUSINESS:** Commission members were provided with a copy of the Resolution Authorizing the Execution and Delivery of Documents Relating to the Fox Cities Exhibition Center Project, the Amended and Restated Cooperative Agreement for The Fox Cities Exhibition Center, the First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement and the Pledge and Security Agreement. An additional copy of each noted the proposed changes to each individual document from the original documents approved in 2015.
1. Consideration and Potential Action to authorize Associated Trust to collect 1st Quarter 2018 PAC Room Tax: **Mr. March moved to authorize Associated Trust to collect 1st quarter 2018 PAC room tax. Second by Mr. Gunz. Motion carried.**
 2. Consideration and Potential Action on Amended and Restated Cooperation Agreement: **Mr. Schaefer moved to accept the amended and restated Cooperation Agreement. Second by Mr. Nooyen. Motion carried.**
 3. Consideration and Potential Action on First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement. **Mr. Nooyen moved to accept the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement. Second by Mr. Saucerman. Motion carried.**
 4. Consideration and Potential Action on Pledge and Security Agreement: **Mr. Gunz moved to accept the Pledge and Security Agreement. Second by Mr. Benz. Motion carried.**
 5. Communication to Hotels relating to room tax allocation change: As part of the Exhibition Center bonding process, Baird has proposed that, beginning with 2nd quarter 2018 room tax receipts, , hotels/motels remit their total room tax collections (full 10%) directly to Associated Trust, rather than to the municipality where they are located. Currently, the municipality receives the room tax from the hotel property, keeps their portion and remits the remainder to the CVB. The PAC portion is remitted directly to Associated Trust by the hotel. This change would have Associated Trust receiving all room tax receipts, calculating the appropriate amounts based on ordinances and disbursing those amounts in a timely fashion to: the Exhibition Center bond account, the CVB and each municipality. The annual fee for this process is \$1,000.
 6. The Fox Cities Room Tax Commission members agreed to call a special meeting on April 9, 2018 to approve the Amended Tourism Entity Agreement and to finalize a plan for how the change in room tax remittance will be communicated to area hotels.
- VIII. **ADJOURNMENT: Mr. Benz moved for adjournment. Second by Ms. Johnson. Motion carried.**

Next Meeting: Monday, April 9 at 3 p.m.

Fox Cities Area Room Tax Commission
3433 W. College Ave.
Appleton WI 54914

Kevin Davidson
City Attorney
City of Kaukauna
144 W. 2nd Street
Kaukauna, WI 54130

Attorney Davidson:

The Fox Cities Area Room Tax Commission was created as a Commission under the provisions of Section 66.0615 of the Wisconsin Statutes (“Room Tax Act”), formed to coordinate tourism promotion and tourism development using tax revenues generated from the imposition of room taxes in the Fox Cities Tourism Zone pursuant to the Room Tax Act.

The Commission is aware that the Days Inn & Suites, Kaukauna, 1201 Maloney Rd., is in arrears for 3rd and 4th quarter 2017 room tax owed. City staff, including Finance Director Van Rossum, have indicated the City has communicated with the hotel ownership regarding the room tax, but it has not yet been paid.

As part of the Fox Cities Tourism Zone, the City of Kaukauna agreed to abide by and uphold the bylaws of the Fox Cities Area Room Tax Commission. Section 10.05 of those bylaws state:

“Member municipalities must use all reasonable and lawful measures to collect room taxes and do so within a reasonable amount of time. Reasonable and lawful measures and reasonable amounts of time may include but are not limited to the following:

- (a) Phone calls and letters for Establishments less than thirty (30) days late.
- (b) Phone calls and letters related to rescinding the license for Establishments between thirty (30) and sixty (60) days late.
- (c) Rescinding license for Establishments between sixty (60) and ninety (90) days late.
- (d) Legal action to collect room taxes for Establishments between ninety (90) and one hundred twenty (120) days late”

Please note the Room Tax Act also allows for a municipality to collect some interest on late payment of tax.

At its March 19, 2018 meeting the Fox Cities Area Room Tax Commission took action to request you begin legal action against the Days Inn Kaukauna for 3rd Quarter 2017 room tax as it is more than 90 days late.

We ask that you continue to update the Fox Cities Area Room Tax Commission on the collection status and the efforts undertaken by the City to collect the tax.

Sincerely,

Bruce Sherman
Chair
Fox Cities Area Room Tax Commission
Cc: Mayor Gene Rosin
William Van Rossum, Finance Director
Susan Duda, City Clerk
Lee Meyerhofer, City of Kaukauna Appointee to Fox Cities Area Room Tax Commission

To the Board of Directors
Fox Cities Convention and Visitors Bureau, Inc.
Appleton, Wisconsin

We have audited the financial statements of Fox Cities Convention and Visitors Bureau, Inc. (CVB) for the year ended December 31, 2017, and have issued our report thereon dated March 20, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 10, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements of the CVB as of and for the year ended December 31, 2017, in accordance with auditing standards generally accepted in the United States of America, we considered the CVB's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CVB's internal control. Accordingly, we do not express an opinion on the effectiveness of the CVB's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness and another deficiency that we consider to be a significant deficiency.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in the CVB's internal control to be a material weakness.

Financial Reporting and Accounting – One of the components of internal control over financial reporting is that the employees of an organization be sufficiently knowledgeable to prepare the organization's financial statements in accordance with generally accepted accounting principles (GAAP). The CVB does not have employees with the expertise to prepare its financial statements in accordance with GAAP. As a result, we prepared the CVB's financial statements. Auditor assistance in preparation of the financial statements is common in most small organizations since they do not have the resources to devote to this area of internal control.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the CVB's internal control to be a significant deficiency.

Segregation of Duties – The size of the CVB is such that its accounting staff is not large enough to provide an appropriate segregation of duties in all areas. One individual records vendor invoices, prepares checks, mails the checks after they are signed and prepares the bank reconciliations. This same individual also records journal entries into the accounting software. We recognize that the CVB is not large enough to make the employment of additional persons for the purpose of completely segregating duties practical from a financial standpoint. The CVB has implemented certain controls to compensate for these incompatible duties in certain areas. The Board should continue to rely on its direct knowledge of the CVB's operations to control and safeguard assets.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the CVB are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2017. We noted no transactions entered into by the CVB during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. No significant accounting estimates were used in the preparation of the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. A copy of corrected adjustments is available from management. Other than a corrected adjustment of \$432,327 to adjust the room tax accounts receivable, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole. The financial statement impact of the adjustment to room tax accounts receivable was to increase liabilities by \$397,710 and increase the change in net assets by \$34,617.

One uncorrected misstatement was detected during our audit and for which management has not corrected. This uncorrected misstatement is for 3rd and 4th quarter room tax receivables from one municipality that management has not recorded due to the final collectible amount being undetermined. This misstatement results in the understatement of change in net assets of \$10,558, an understatement in receivables of \$18,795 and an understatement of liability of \$8,237. Management has determined that its effects are immaterial to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 20, 2018. A copy of that letter is available from management.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the CVB's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the CVB's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Closing

We would like to thank Pam Seidl and Kim Tisler and the rest of Fox Cities Convention and Visitors Bureau, Inc.'s staff for their support and assistance during our audit. They were a pleasure to work with.

This information is intended solely for the use of the Board of Directors and management of Fox Cities Convention and Visitors Bureau, Inc. and is not intended to be, and should not be, used by anyone other than these specified parties.



KerberRose SC
Certified Public Accountants
March 20, 2018

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

Audited Financial Statements

**For the Years Ended
December 31, 2017 and 2016**

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

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December 31, 2017 and 2016

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Independent Auditors' Report

To the Board of Directors
Fox Cities Convention and Visitors Bureau, Inc.
Appleton, Wisconsin

We have audited the accompanying financial statements of Fox Cities Convention and Visitors Bureau, Inc., which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on the financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fox Cities Convention and Visitors Bureau, Inc. as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors
Fox Cities Convention and Visitors Bureau, Inc.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying combining schedules on pages 12 to 17 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink that reads "KerberRose SC". The signature is written in a cursive, flowing style.

KerberRose SC
Certified Public Accountants
March 20, 2018

Financial Statements

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Statements of Financial Position
As of December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
ASSETS		
Cash	\$ 3,798,507	\$ 1,448,384
Room Tax Receivable	908,104	983,715
Certificates of Deposits	366,083	361,512
Interest Receivable	9,546	8,496
Prepaid Expenses	28,468	3,453
Investments	1,788,046	1,461,347
Property and Equipment, Net	49,186	57,682
TOTAL ASSETS	<u>\$ 6,947,940</u>	<u>\$ 4,324,589</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts Payable and Accrued Liabilities	\$ 62,850	\$ 84,261
Deferred Revenue	1,144,852	990,081
Funds Held for Other Organization	2,274,423	581,776
TOTAL LIABILITIES	<u>3,482,125</u>	<u>1,656,118</u>
Net Assets		
Unrestricted	2,322,222	2,089,765
Designated	1,143,593	578,706
TOTAL NET ASSETS	<u>3,465,815</u>	<u>2,668,471</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 6,947,940</u>	<u>\$ 4,324,589</u>

See Accompanying Notes

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Statements of Activities

For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
REVENUES		
Room Tax	\$ 2,016,067	\$ 2,048,140
Interest	40,579	38,331
Grants	-	1,600
Visitor Guide	58,190	53,525
Investment Gains	16,587	5,037
Total Revenues	<u>2,131,423</u>	<u>2,146,633</u>
EXPENSES		
Program	1,193,273	1,177,133
Management and General	140,806	109,984
Total Expenses	<u>1,334,079</u>	<u>1,287,117</u>
Change in Net Assets	797,344	859,516
NET ASSETS - BEGINNING	<u>2,668,471</u>	<u>1,808,955</u>
NET ASSETS - ENDING	<u>\$ 3,465,815</u>	<u>\$ 2,668,471</u>

See Accompanying Notes

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Statements of Cash Flows

For the Years Ended December 31, 2017 and 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 797,344	\$ 859,516
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities:		
Depreciation	14,162	15,240
Interest Income Added to Certificates of Deposit	(4,571)	(1,100)
Net Realized and Unrealized Gains on Investments	(16,587)	(5,037)
Changes in Certain Assets and Liabilities:		
Room Tax Receivable	75,611	(595,924)
Interest Receivable	(1,050)	(3,971)
Prepaid Expenses	(25,015)	(922)
Accounts Payable and Accrued Liabilities	(21,411)	28,480
Deferred Revenue	154,771	189,438
Funds Held for Other Organization	1,692,647	581,776
Net Cash Flows From Operating Activities	<u>2,665,901</u>	<u>1,067,496</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	(5,666)	(18,492)
Purchase of Investments	(316,815)	(697,631)
Proceeds from Sale of Investments	6,703	492,347
Net Cash Flows From Investing Activities	<u>(315,778)</u>	<u>(223,776)</u>
NET INCREASE IN CASH	2,350,123	843,720
CASH - BEGINNING	<u>1,448,384</u>	<u>604,664</u>
CASH - ENDING	<u>\$ 3,798,507</u>	<u>\$ 1,448,384</u>

See Accompanying Notes

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements

December 31, 2017 and 2016

Note 1 – Summary of Significant Accounting Policies

This summary of significant accounting policies of Fox Cities Convention and Visitors Bureau, Inc. (CVB) is presented to assist in understanding the CVB's financial statements. The financial statements and notes are representations of the CVB's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Nature of Operations

The CVB was formed to promote the Fox Cities as a convention location and tourist area.

The CVB's primary source of revenue is a room tax imposed by ordinance of all participating municipalities on hotels and motels in those municipalities. Room tax revenue is recorded when receipts are collected by hotels and motels within the participating municipalities.

Participating municipalities whom have enacted room tax ordinances are the City of Appleton, Village of Combined Locks, Town of Grand Chute, City of Kaukauna, Village of Kimberly, Village of Little Chute, City of Menasha, Village of Sherwood, City of Neenah, Town of Neenah, Town of Vandenbrook, Town of Greenville, Town of Freedom, Town of Buchanan, Town of Harrison, Town of Woodville, Village of Fox Crossing, Town of Clayton and Town of Hortonville. Approximately 81% of the room tax revenues are received from two municipalities.

Net Assets

Unrestricted net assets consist of resources available for the various programs and administration of the CVB which have not been restricted by a donor or other outside party. The CVB utilizes three funds within its unrestricted net asset class – the tourism development grant fund, the operating fund, and the tourism facilities fund. For the years ended December 31, 2017 and 2016, the CVB applied twenty-five percent of all unrestricted funds received from the participating municipalities to the tourism development grant fund. Grants for tourism development are disbursed from this fund. All other activities of the CVB are reflected in the operating fund or tourism facilities fund.

The unrestricted net assets of the tourism facilities fund are reflected as designated at December 31, 2017 and 2016. These funds are to be used towards the development and support of amateur sports facilities within the Fox Cities.

There are no temporarily or permanently restricted net assets at December 31, 2017 and 2016.

Receivables

The room tax and other receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the outstanding balances, it has concluded that losses on balances outstanding at year-end will be immaterial.

Investments

Investments consist of primarily fixed income investments and are stated at fair market value. Gains and losses, both realized and unrealized, are included in the change in net assets in the statements of activities.

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements
December 31, 2017 and 2016

Note 1 – Summary of Significant Accounting Policies (Continued)

Property, Equipment and Depreciation

Property and equipment is recorded at cost. Depreciation for financial reporting purposes is calculated using the straight-line method. Estimated useful lives of the assets are as follows:

Leasehold Improvements	10 Years
Office Furniture and Equipment	5 – 10 Years

The CVB reviews property and equipment for impairment whenever events or changes in business circumstances indicate that the carrying amount of an asset may not be fully recoverable. An impairment loss would be recognized when the estimated future cash flows from the use of the asset are less than the carrying amount of that asset. To date, there have been no such losses.

Funds Held for Other Organization

There are funds being held for the Fox Cities Area Room Tax Commission in conjunction with the construction and financing of the Fox Cities Exhibition Center. See Note 8 for further details.

Income Taxes

The CVB is qualified as a tax exempt organization under Section 501(c)(6) of the Internal Revenue Code, and thus is exempt from income taxes. Accordingly, no income tax provision is recognized for financial reporting purposes.

The CVB evaluates its tax positions based on whether or not the position is more likely than not to be sustained upon examination by taxing authorities. This evaluation includes monitoring changes in tax law and new authoritative rulings for potential implications to its tax status. The CVB's federal income tax returns are subject to examination generally for three years after they are filed and its state income tax returns generally for four years after they are filed.

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense was \$180,687 and \$184,051 for the years ended December 31, 2017 and 2016, respectively.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from these estimates.

Concentration of Credit Risk

The CVB maintains its deposits at two financial institutions. Deposits at each institution are insured by the FDIC or the National Credit Union Administration up to \$250,000 for each institution. At December 31, 2017, the CVB's uninsured cash balances total approximately \$3,675,000.

Subsequent Events

Subsequent events were evaluated through March 20, 2018 which is the date the financial statements were available to be issued.

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements

December 31, 2017 and 2016

Note 2 – Property and Equipment

Property and equipment consists of the following at December 31, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Leasehold Improvements	\$ 142,131	\$ 139,972
Office Furniture and Equipment	137,796	134,250
	<u>279,927</u>	<u>274,222</u>
Less: Accumulated Depreciation	<u>230,741</u>	<u>216,540</u>
Property and Equipment - Net	<u>\$ 49,186</u>	<u>\$ 57,682</u>

Note 3 – Leases

The CVB leases its office facilities under a non-cancelable operating agreement that expires April 30, 2020. Monthly rental payments are currently \$6,000 and in addition to monthly rent payments, the CVB is required to pay for utilities, minor maintenance, and insurance. The CVB also leases a copier under a non-cancelable agreement that expires in August 2019.

Total rental expense under these leases for the years ended December 31, 2017 and 2016 was \$76,216 and \$76,285, respectively.

Future minimum lease payments on the leases as of December 31, 2017 for the next three years are as follows:

2018	\$ 75,262
2019	74,174
2020	<u>24,000</u>
	<u>\$ 173,436</u>

Note 4 – Profit Sharing Plan

The CVB has a 401(k) plan ("plan") covering all eligible employees as defined in the plan document who are at least eighteen years of age and have completed one year of eligibility service. The plan allows for employee salary deferral contributions in amounts up to the maximum allowed by the IRS and provides for matching contributions by the CVB at a percentage to be determined prior to the end of each plan year. The plan also allows for additional discretionary contributions by the CVB. For the years ended December 31, 2017 and 2016, the CVB's contributions to the plan were \$32,075 and \$30,372 respectively.

Note 5 – Deferred Revenue

Deferred revenue consists primarily of a percentage of the room taxes collected from the Town of Grand Chute. These funds are designated for tourism development projects and are subject to approval by the Town of Grand Chute. Revenue is recognized for the Town of Grand Chute's portion of tourism development projects as the liabilities for those projects are approved by the Town.

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements
December 31, 2017 and 2016

Note 6 – Grant Projects

The CVB's Board of Directors and the Town of Grand Chute have approved grants to various communities and organizations for various projects. The following are the remaining commitments on these grants at December 31, 2017:

Fox River Navigational Interpretive Center	\$	100,000
Future Neenah Loop the Lake		100,000
Carter Woods Park Improvements		25,000
Fox Cities Sports Facility Land Study		58,600
History Museum at the Castle		100,000
Kaukauna Youth Baseball		250,000
Visitor Information Kiosks		23,190
Lawrence University Banta Bowl Renovation		150,000
Gordon Bubolz Nature Preserve Environmental Center		100,000
	\$	<u>906,790</u>

There are certain conditions which need to be fulfilled by the grantees prior to the disbursement of these funds. Consequently, these grants are not recorded as grants payable at December 31, 2017.

During the years ended December 31, 2017 and 2016 the CVB contributed to the funding of the following tourism development projects:

	<u>2017</u>	<u>2016</u>
Hearthstone Historic House	\$ -	\$ 21,344
Wayfinding Signage – City of Menasha	1,650	-
Bergstrom-Mahler Museum	5,600	7,500
Lawrence University Banta Bowl Renovation	-	50,000
Building for Kids	50,000	-
Neenah Historical Society	-	4,396
Visitor Information Kiosks	6,810	-
Kimberly Baseball Organization	50,000	-
	<u>\$ 114,060</u>	<u>\$ 83,240</u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements
December 31, 2017 and 2016

Note 7 – Fair Value Measurements

Generally accepted accounting principles provides a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

- Level 1 Quoted prices (unadjusted) for identical assets or liabilities in active markets that the CVB has the ability to access as of the measurement date.
- Level 2 Significant other observable inputs other than level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
- Level 3 Significant unobservable inputs that reflect the CVB's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Included in investments at December 31, 2017 and 2016 are various fixed income investments totaling \$1,644,266 and \$1,298,360, respectively, marketable equity securities totaling \$122,158 and \$86,490, respectively, and a money market account totaling \$21,622 and \$76,497, respectively. These investments are considered Level 1 investments.

Note 8 – Funds Held for Other Organization

Effective January 1, 2016, the CVB began collecting room tax from participating municipalities for the Fox Cities Exhibition Center. These funds are held for the Fox Cities Area Room Tax Commission (Commission). The funds collected are to be used to pay for expenses associated with the construction of the Exhibition Center and payment of the debt associated with the construction. All disbursements of funds are approved by the Commission prior to payment. Also included in these funds are membership dues paid by municipal members of the Commission. The following is a summary of the activity of the funds held for other organization for the years ended December 31, 2017 and 2016.

	Exhibition Center	Membership Dues	Total
Cash, January 1, 2016	\$ -	\$ -	\$ -
Cash Collected	1,301,424	3,900	1,305,324
Interest Earned	718	-	718
Cash Disbursements:			
Architect Fees	744,502	-	744,502
Consulting Fees	268,526	-	268,526
Site Development	76,675	-	76,675
Other	63,863	-	63,863
Total Cash Disbursements	1,153,566	-	1,153,566
Cash, January 1, 2017	\$ 148,576	\$ 3,900	\$ 152,476
Cash, January 1, 2017	\$ 148,576	\$ 3,900	\$ 152,476
Cash Collected	1,725,004	-	1,725,004
Interest Earned	3,133	-	3,133
Cash Disbursements	-	3,900	3,900
Cash, December 31, 2017	\$ 1,876,713	\$ -	\$ 1,876,713

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Notes to Financial Statements
December 31, 2017 and 2016

Note 9 – Upcoming Accounting Pronouncements

The Financial Accounting Standards Board has issued an accounting update that will result in significant changes to financial reporting and disclosures for nonprofit organizations. The amendments are intended to make immediate improvements that address complexity of net asset classifications, clarity on information regarding liquidity and availability of cash, transparency in reporting of financial performance measures, consistency in reporting expenses by function and nature and utility of the statement of cash flows. The provisions of this update are effective for the CVB's financial statements for the year ending December 31, 2018.

The Financial Accounting Standards Board has issued an accounting update that will result in changes to the timing of when an organization will recognize income. Revenues will be recognized when the promised goods or services are transferred to its customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This update also included expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the entity's contracts with customers. The provisions of this update are effective for the CVB's financial statements for the year ending December 31, 2019.

The Financial Accounting Standards Board has issued an accounting update that will result in significant changes to financial reporting and disclosures related to both operating and capital leases. The new leases update is intended to increase the transparency and comparability among companies that lease buildings, equipment, and other assets by recognizing the assets and liabilities that arise from these lease transactions on the statement of financial position. The provisions of this update are effective for the CVB's financial statements for the year ending December 31, 2020.

Supplementary Information

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Combining Schedule of Financial Position

As of December 31, 2017

	<u>Operating Fund</u>	<u>Tourism Development Grant Fund</u>	<u>Tourism Facilities Fund</u>	<u>Exhibition Center Fund</u>	<u>Total</u>
ASSETS					
Cash	\$ 742,795	\$ 167,976	\$ 1,011,023	\$ 1,876,713	\$ 3,798,507
Room Tax Receivable	283,368	94,456	132,570	397,710	908,104
Certificates of Deposits	366,083	-	-	-	366,083
Interest Receivable	3,016	6,530	-	-	9,546
Prepaid Expenses	28,468	-	-	-	28,468
Investments	-	1,788,046	-	-	1,788,046
Property and Equipment, Net	49,186	-	-	-	49,186
TOTAL ASSETS	<u>\$ 1,472,916</u>	<u>\$ 2,057,008</u>	<u>\$ 1,143,593</u>	<u>\$ 2,274,423</u>	<u>\$ 6,947,940</u>
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable and Accrued Liabilities	\$ 62,850	\$ -	\$ -	\$ -	\$ 62,850
Deferred Revenue	11,410	1,133,442	-	-	1,144,852
Funds Held for Other Organization	-	-	-	2,274,423	2,274,423
TOTAL LIABILITIES	<u>74,260</u>	<u>1,133,442</u>	<u>-</u>	<u>2,274,423</u>	<u>3,482,125</u>
Net Assets					
Unrestricted	1,398,656	923,566	-	-	2,322,222
Board Designated	-	-	1,143,593	-	1,143,593
TOTAL NET ASSETS	<u>1,398,656</u>	<u>923,566</u>	<u>1,143,593</u>	<u>-</u>	<u>3,465,815</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,472,916</u>	<u>\$ 2,057,008</u>	<u>\$ 1,143,593</u>	<u>\$ 2,274,423</u>	<u>\$ 6,947,940</u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Combining Schedule of Financial Position

As of December 31, 2016

	<u>Operating Fund</u>	<u>Tourism Development Grant Fund</u>	<u>Tourism Facilities Fund</u>	<u>Exhibition Center Fund</u>	<u>Total</u>
ASSETS					
Cash	\$ 686,824	\$ 174,958	\$ 434,126	\$ 152,476	\$ 1,448,384
Room Tax Receivable	307,876	101,959	144,580	429,300	983,715
Certificates of Deposits	361,512	-	-	-	361,512
Interest Receivable	3,327	5,169	-	-	8,496
Prepaid Expenses	3,453	-	-	-	3,453
Investments	-	1,461,347	-	-	1,461,347
Property and Equipment, Net	57,682	-	-	-	57,682
TOTAL ASSETS	<u>\$ 1,420,674</u>	<u>\$ 1,743,433</u>	<u>\$ 578,706</u>	<u>\$ 581,776</u>	<u>\$ 4,324,589</u>
LIABILITIES AND NET ASSETS					
Liabilities					
Accounts Payable and Accrued Liabilities	\$ 84,261	\$ -	\$ -	\$ -	\$ 84,261
Deferred Revenue	11,410	978,671	-	-	990,081
Held for Others	-	-	-	581,776	581,776
TOTAL LIABILITIES	<u>95,671</u>	<u>978,671</u>	<u>-</u>	<u>581,776</u>	<u>1,656,118</u>
Net Assets					
Unrestricted	1,325,003	764,762	-	-	2,089,765
Board Designated	-	-	578,706	-	578,706
TOTAL NET ASSETS	<u>1,325,003</u>	<u>764,762</u>	<u>578,706</u>	<u>-</u>	<u>2,668,471</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,420,674</u>	<u>\$ 1,743,433</u>	<u>\$ 578,706</u>	<u>\$ 581,776</u>	<u>\$ 4,324,589</u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Combining Schedule of Activities
For the Year Ended December 31, 2017

	<u>Operating Fund</u>	<u>Tourism Development Grant Fund</u>	<u>Tourism Facilities Fund</u>	<u>Total</u>
REVENUES				
Room Tax	\$ 1,205,096	\$ 247,594	\$ 563,377	\$ 2,016,067
Interest	7,323	31,746	1,510	40,579
Visitor Guide	58,190	-	-	58,190
Investment Gains	-	16,587	-	16,587
Total Revenues	<u>1,270,609</u>	<u>295,927</u>	<u>564,887</u>	<u>2,131,423</u>
EXPENSES				
Program	1,059,213	134,060	-	1,193,273
Management and General	137,743	3,063	-	140,806
Total Expenses	<u>1,196,956</u>	<u>137,123</u>	<u>-</u>	<u>1,334,079</u>
Change in Net Assets	73,653	158,804	564,887	797,344
NET ASSETS - BEGINNING	<u>1,325,003</u>	<u>764,762</u>	<u>578,706</u>	<u>2,668,471</u>
NET ASSETS - ENDING	<u><u>\$ 1,398,656</u></u>	<u><u>\$ 923,566</u></u>	<u><u>\$ 1,143,593</u></u>	<u><u>\$ 3,465,815</u></u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Combining Schedule of Activities
For the Year Ended December 31, 2016

	<u>Operating Fund</u>	<u>Tourism Development Grant Fund</u>	<u>Tourism Facilities Fund</u>	<u>Total</u>
REVENUES				
Room Tax	\$ 1,236,335	\$ 233,417	\$ 578,388	\$ 2,048,140
Interest	6,406	31,607	318	38,331
Grants	1,600	-	-	1,600
Visitor Guide	53,525	-	-	53,525
Investment Losses	-	5,037	-	5,037
Total Revenues	<u>1,297,866</u>	<u>270,061</u>	<u>578,706</u>	<u>2,146,633</u>
EXPENSES				
Program	1,073,893	103,240	-	1,177,133
Management and General	107,984	2,000	-	109,984
Total Expenses	<u>1,181,877</u>	<u>105,240</u>	<u>-</u>	<u>1,287,117</u>
Change in Net Assets	115,989	164,821	578,706	859,516
NET ASSETS - BEGINNING	<u>1,209,014</u>	<u>599,941</u>	<u>-</u>	<u>1,808,955</u>
NET ASSETS - ENDING	<u>\$ 1,325,003</u>	<u>\$ 764,762</u>	<u>\$ 578,706</u>	<u>\$ 2,668,471</u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.

Combining Schedule of Cash Flows
For the Year Ended December 31, 2017

	<u>Operating Fund</u>	<u>Tourism Development Grant Fund</u>	<u>Tourism Facilities Fund</u>	<u>Exhibition Center Fund</u>	<u>Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in Net Assets	\$ 73,653	\$ 158,804	\$ 564,887	\$ -	\$ 797,344
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities:					
Depreciation	14,162	-	-	-	14,162
Interest Income Added to Certificates of Deposit	(4,571)	-	-	-	(4,571)
Net Realized and Unrealized Gains on Investments	-	(16,587)	-	-	(16,587)
Changes in Certain Assets and Liabilities:					
Room Tax Receivable	24,508	7,503	12,010	31,590	75,611
Interest Receivable	311	(1,361)	-	-	(1,050)
Prepaid Expenses	(25,015)	-	-	-	(25,015)
Accounts Payable and Accrued Liabilities	(21,411)	-	-	-	(21,411)
Deferred Revenue	-	154,771	-	-	154,771
Funds Held for Other Organization	-	-	-	1,692,647	1,692,647
Net Cash Flows From Operating Activities	<u>61,637</u>	<u>303,130</u>	<u>576,897</u>	<u>1,724,237</u>	<u>2,665,901</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of Property and Equipment	(5,666)	-	-	-	(5,666)
Purchase of Investments	-	(316,815)	-	-	(316,815)
Proceeds from Sale of Investments	-	6,703	-	-	6,703
Net Cash Flows From Investing Activities	<u>(5,666)</u>	<u>(310,112)</u>	<u>-</u>	<u>-</u>	<u>(315,778)</u>
NET INCREASE (DECREASE) IN CASH	55,971	(6,982)	576,897	1,724,237	2,350,123
CASH - BEGINNING	<u>686,824</u>	<u>174,958</u>	<u>434,126</u>	<u>152,476</u>	<u>1,448,384</u>
CASH - ENDING	<u>\$ 742,795</u>	<u>\$ 167,976</u>	<u>\$ 1,011,023</u>	<u>\$ 1,876,713</u>	<u>\$ 3,798,507</u>

FOX CITIES CONVENTION AND VISITORS BUREAU, INC.
 Combining Schedule of Cash Flows
 For the Year Ended December 31, 2016

	Operating Fund	Tourism Development Grant Fund	Tourism Facilities Fund	Exhibition Center Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in Net Assets	\$ 115,989	\$ 164,821	\$ 578,706	\$ -	\$ 859,516
Adjustments to Reconcile Change in Net Assets to Net Cash Flows From Operating Activities:					
Depreciation	15,240	-	-	-	15,240
Interest Income Added to Certificates of Deposit	(1,100)	-	-	-	(1,100)
Net Realized and Unrealized Gains on Investments	-	(5,037)	-	-	(5,037)
Changes in Certain Assets and Liabilities:					
Room Tax Receivable	(17,033)	(5,011)	(144,580)	(429,300)	(595,924)
Interest Receivable	(879)	(3,092)	-	-	(3,971)
Prepaid Expenses	(922)	-	-	-	(922)
Accounts Payable and Accrued Liabilities	28,480	-	-	-	28,480
Deferred Revenue	11,410	178,028	-	-	189,438
Held for Others	-	-	-	581,776	581,776
Net Cash Flows From Operating Activities	<u>151,185</u>	<u>329,709</u>	<u>434,126</u>	<u>152,476</u>	<u>1,067,496</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Purchase of Property and Equipment	(18,492)	-	-	-	(18,492)
Purchase of Investments and Certificates of Deposit	-	(697,631)	-	-	(697,631)
Proceeds from Sale of Investments and Certificates of Deposit	103,000	389,347	-	-	492,347
Net Cash Flows From Investing Activities	<u>84,508</u>	<u>(308,284)</u>	<u>-</u>	<u>-</u>	<u>(223,776)</u>
NET INCREASE IN CASH	235,693	21,425	434,126	152,476	843,720
CASH - BEGINNING	<u>451,131</u>	<u>153,533</u>	<u>-</u>	<u>-</u>	<u>604,664</u>
CASH - ENDING	<u>\$ 686,824</u>	<u>\$ 174,958</u>	<u>\$ 434,126</u>	<u>\$ 152,476</u>	<u>\$ 1,448,384</u>

**BOARD OF COMMISSIONERS
OF THE
FOX CITIES AREA ROOM TAX COMMISSION**

April 9, 2018

Resolution No. _____

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project and the Room Tax**

WHEREAS, the Fox Cities area Room Tax Commission, Wisconsin (the “**Commission**”), certain municipalities in the Fox Cities area (the “**Municipalities**”), the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”) have entered into an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Cooperation Agreement**”), pursuant to which the Municipalities, the Authority, and the Commission agreed, among other things, to enact resolutions, ordinances, and all other municipal acts necessary to effect a 3% room tax (the “**Exhibition Center Room Tax**”), in addition to the room taxes then being collected, to be pledged to pay debt service on bonds to be issued by the Authority (the “**Bonds**”) to finance the construction and equipping of the Fox Cities Exhibition Center (the “**Exhibition Center**”) and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and any capitalized interest; and

WHEREAS, the Municipalities adopted ordinances that levied a 10% room tax (the “**Room Tax**”), which included the Exhibition Center Room Tax, restated other existing room tax percentage allocations, including the 2% PAC Room Tax (the “**PAC Room Tax**”) pledged to pay debt service on bonds issued by the Authority to finance or refinance the Fox Cities Performing Arts Center (the “**PAC Bonds**”), and set forth the priority of application of payments of the Room Tax; and

WHEREAS, in connection with the execution of the Original Cooperation Agreement, (i) the Municipalities and the Commission also entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (the “**Commission and Zone Agreement**”), to restate a prior 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 the administrative support for collecting and allocating a portion of the Room Tax, and to confirm the Municipalities’ agreements set forth in the Original Cooperation Agreement with respect to the Exhibition Center and the Room Tax, and (ii) the Commission and the CVB entered into a Tourism Entity Agreement, dated December 31, 2015, by and between the Commission and the CVB (the “**Original Tourism Entity Agreement**”), whereby the CVB agreed to provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors and for the administration of a portion of the Room Tax; and

WHEREAS, the Original Cooperation Agreement and the Original Tourism Entity Agreement contemplate that when the Bonds are issued to finance the Exhibition Center, a Pledge and Security Agreement will be entered into by and among the Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”) to provide for the pledge of the Exhibition Center Room Tax for the payment of the Bonds; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Exhibition Center Room Tax will be required to be paid to the trustee for the Bonds (the “**Trustee**”); and

WHEREAS, subsequent to the execution of the Original Cooperation Agreement, the Commission and Zone Agreement, and the Original Tourism Entity Agreement, certain facts and assumptions contemplated in said agreements have changed, including that

- (i) the Bonds have not yet been issued,
- (ii) the Pledge and Security Agreement has not been entered into,
- (iii) the PAC Bonds were paid in full on March 1, 2018, at which time the PAC Cooperation Agreement (defined in the Original Cooperation Agreement) terminated and the PAC Room Tax has been reallocated,
- (iv) a municipality that is party to the Original Cooperation Agreement has been incorporated as a village, and
- (v) the City of Appleton, Wisconsin (“**Appleton**”) has constructed the Exhibition Center with its own funds; and

WHEREAS, it is necessary and desirable to amend and restate the Original Cooperation Agreement and the Original Tourism Entity Agreement, to amend the Commission and Zone Agreement to reflect current facts and assumptions, and to enter into the Pledge and Security Agreement as contemplated under the above agreements; and

WHEREAS, there have been presented to the Commission substantially final drafts of an Amended and Restated Cooperation Agreement, an Amended and Restated Tourism Entity Agreement, a First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and a Pledge and Security Agreement (collectively, the “**Exhibition Center Documents**”); and

WHEREAS, on March 19, 2018, the Commission approved the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and the Pledge and Security Agreement; and

WHEREAS, since January 1, 2016, the Municipalities have been forwarding the Exhibition Center Room Tax to the CVB on behalf of the Commission; and

WHEREAS, the Commission and the Municipalities desire to enter into a fiscal agency agreement (the “**Fiscal Agency Agreement**”) pursuant to which a fiscal agent for the Commission and the Municipalities will receive and allocate the 10% Room Taxes imposed by

the Municipalities as described in the Commission and Zone Agreement, subject to the Pledge and Security Agreement and any additional pledge agreement that pledges a portion of such 10% Room Tax to a specific purpose;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners (the “**Governing Body**”) of the Commission as follows:

Section 1. Ratification and Approval of Exhibition Center Documents.

The terms and provisions of the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and the Pledge and Security Agreement are hereby ratified and approved. The terms and provisions of the Amended and Restated Tourism Entity Agreement are hereby approved. The Chairperson and Secretary are hereby authorized for and in the name of the Commission to execute and deliver the Exhibition Center 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 2. Approval of Fiscal Agency Agreement.

The Chairperson and Secretary are hereby authorized for and in the name of the Commission to execute and deliver a Fiscal Agency Agreement with the financial institution serving as Trustee, in such form as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of such Fiscal Agency Agreement.

Section 3. Disposition of Remaining PAC Room Tax; Exhibition Center Room Tax to Trustee.

The officers of the Commission are hereby directed (i) to allocate any remaining PAC Room Tax revenues and other amounts held by the trustee for the PAC Bonds in the funds and accounts of the PAC Bonds as described in the Amended and Restated Cooperation Agreement, (ii) to cause the CVB to forward the Exhibition Center Room Tax held by the CVB on behalf of the Commission to the Trustee prior to the closing date for the Bonds, and (iii) to cause the CVB to forward any Exhibition Center Room Tax it may receive after the closing date of the Bonds to the Trustee.

Section 4. General Authorizations.

The officers of the Commission are hereby each authorized to execute, deliver, 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 Commission under the Exhibition Center Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds.

Section 5. Effective Date.

This resolution shall be effective immediately upon its passage. 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: April 9, 2018

Chairperson

Secretary

CERTIFICATIONS BY SECRETARY

I, _____, hereby certify that I am the duly qualified and acting Secretary of the Fox Cities Area Room Tax Commission, Wisconsin (the “**Commission**”), and as such I have in my possession, or have access to, the complete corporate records of said Commission and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project and the Room Tax

I do hereby further certify as follows:

1. **Meeting Date.** On April 9, 2018, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On April ____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Commission’s offices in Grand Chute, 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 April ____, 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 Commission.
4. **Open Meeting Law Compliance.** Said meeting was a special meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson “**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.

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

Secretary

[SEAL]

**BOARD OF COMMISSIONERS
OF THE
FOX CITIES AREA ROOM TAX COMMISSION**

~~March 19~~ April 9, 2018

Resolution No. _____

**Resolution Authorizing the Execution and Delivery of Documents
relating to the Fox Cities Exhibition Center Project and the Room Tax**

WHEREAS, the Fox Cities area Room Tax Commission, Wisconsin (the “**Commission**”), certain municipalities in the Fox Cities area (the “**Municipalities**”), the Redevelopment Authority of the City of Appleton, Wisconsin (the “**Authority**”), and the Fox Cities Performing Arts Center, Inc. (the “**PAC**”) have entered into an Exhibition Center Cooperation Agreement, dated as of November 24, 2015 (the “**Original Cooperation Agreement**”), pursuant to which the Municipalities, the Authority, and the Commission agreed, among other things, to enact resolutions, ordinances, and all other municipal acts necessary to effect a 3% room tax (the “**Exhibition Center Room Tax**”), in addition to the room taxes then being collected, to be pledged to pay debt service on bonds to be issued by the Authority (the “**Bonds**”) to finance the construction and equipping of the Fox Cities Exhibition Center (the “**Exhibition Center**”) and related payments or deposits such as costs of issuance, a debt service reserve fund, a stabilization fund, and any capitalized interest; and

WHEREAS, the Municipalities adopted ordinances that levied a 10% room tax (the “**Room Tax**”), which included the Exhibition Center Room Tax, restated other existing room tax percentage allocations, including the 2% PAC Room Tax (the “**PAC Room Tax**”) pledged to pay debt service on bonds issued by the Authority to finance or refinance the Fox Cities Performing Arts Center (the “**PAC Bonds**”), and set forth the priority of application of payments of the Room Tax; and

WHEREAS, in connection with the execution of the Original Cooperation Agreement, (i) the Municipalities and the Commission also entered into an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015 (the “**Commission and Zone Agreement**”), to restate a prior 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 the administrative support for collecting and allocating a portion of the Room Tax, and to confirm the Municipalities’ agreements set forth in the Original Cooperation Agreement with respect to the Exhibition Center and the Room Tax, and (ii) the Commission and the CVB entered into a Tourism Entity Agreement, dated December 31, 2015, by and between the Commission and the CVB (the “**Original Tourism Entity Agreement**”), whereby the CVB agreed to provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors and for the administration of a portion of the Room Tax; and

WHEREAS, the Original Cooperation Agreement and the [Original](#) Tourism Entity Agreement contemplate that when the Bonds are issued to finance the Exhibition Center, a Pledge and Security Agreement will be entered into by and among the Municipalities, the Commission, and a trustee (the “**Pledge and Security Agreement**”) to provide for the pledge of the Exhibition Center Room Tax for the payment of the Bonds; and

WHEREAS, pursuant to the Pledge and Security Agreement, the Exhibition Center Room Tax will be required to be paid to the trustee for the Bonds (the “**Trustee**”); and

WHEREAS, subsequent to the execution of the Original Cooperation Agreement, the Commission and Zone Agreement, and the [Original](#) Tourism Entity Agreement, certain facts and assumptions contemplated in said agreements have changed, including that

- (i) the Bonds have not yet been issued,
- (ii) the Pledge and Security Agreement has not been entered into,
- (iii) the PAC Bonds were paid in full on March 1, 2018, at which time the PAC Cooperation Agreement (defined in the Original Cooperation Agreement) terminated and the PAC Room Tax has been reallocated,
- (iv) a municipality that is party to the Original Cooperation Agreement has been incorporated as a village, and
- (v) the City of Appleton, Wisconsin (“**Appleton**”) has constructed the Exhibition Center with its own funds; and

WHEREAS, it is necessary and desirable to amend and restate the Original Cooperation Agreement [and the Original Tourism Entity Agreement](#), to amend the Commission and Zone Agreement to reflect current facts and assumptions, and to enter into the Pledge and Security Agreement as contemplated under the above agreements; and

WHEREAS, there have been presented to the Commission substantially final drafts of an Amended and Restated Cooperation [Agreement, an Amended and Restated Tourism Entity Agreement](#), a First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and a Pledge and Security Agreement (collectively, the “**Exhibition Center Documents**”); and

[WHEREAS, on March 19, 2018, the Commission approved the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and the Pledge and Security Agreement; and](#)

WHEREAS, since January 1, 2016, the Municipalities have been forwarding the Exhibition Center Room Tax to the CVB on behalf of the Commission; [and](#)

[WHEREAS, the Commission and the Municipalities desire to enter into a fiscal agency agreement \(the “Fiscal Agency Agreement”\) pursuant to which a fiscal agent for the Commission and the Municipalities will receive and allocate the 10% Room Taxes imposed by](#)

the Municipalities as described in the Commission and Zone Agreement, subject to the Pledge and Security Agreement and any additional pledge agreement that pledges a portion of such 10% Room Tax to a specific purpose;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners (the “**Governing Body**”) of the Commission as follows:

Section 1. Ratification and Approval of Exhibition Center Documents.

The terms and provisions of the Amended and Restated Cooperation Agreement, the First Amendment to the Amended and Restated Room Tax Commission and Tourism Zone Agreement, and the Pledge and Security Agreement are hereby ratified and approved. The terms and provisions of the Amended and Restated Tourism Entity Agreement are hereby approved. The Chairperson and Secretary are hereby authorized for and in the name of the Commission to execute and deliver the Exhibition Center 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 2. Approval of Fiscal Agency Agreement.

The Chairperson and Secretary are hereby authorized for and in the name of the Commission to execute and deliver a Fiscal Agency Agreement with the financial institution serving as Trustee, in such form as shall be approved by such officers consistent with this resolution, their execution thereof to constitute conclusive evidence of their approval of such Fiscal Agency Agreement.

Section 3. ~~Section 2-~~Disposition of Remaining PAC Room Tax; Exhibition Center Room Tax to Trustee.

The officers of the Commission are hereby directed (i) to allocate any remaining PAC Room Tax revenues and other amounts held by the trustee for the PAC Bonds in the funds and accounts of the PAC Bonds as described in the Amended and Restated Cooperation Agreement, (ii) to cause the CVB to forward the Exhibition Center Room Tax ~~collected~~held by the CVB on behalf of the Commission to ~~be transferred and applied as described in the Amended and Restated Cooperation Agreement~~the Trustee prior to the closing date for the Bonds, and (iii) to cause the CVB to forward any Exhibition Center Room Tax it may receive after the closing date of the Bonds to the Trustee.

Section 4. ~~Section 3-~~General Authorizations.

The officers of the Commission are hereby each authorized to execute, deliver, 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 Commission under the Exhibition Center Documents, as each may be amended and restated, and to facilitate the issuance of the Bonds.

Section 5. ~~Section 4.~~ Effective Date.

This resolution shall be effective immediately upon its passage. 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: ~~March 19~~April 9, 2018

Chairperson

Secretary

CERTIFICATIONS BY SECRETARY

I, _____, hereby certify that I am the duly qualified and acting Secretary of the Fox Cities Area Room Tax Commission, Wisconsin (the “**Commission**”), and as such I have in my possession, or have access to, the complete corporate records of said Commission and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

Resolution Authorizing the Execution and Delivery of Documents relating to the Fox Cities Exhibition Center Project and the Room Tax

I do hereby further certify as follows:

1. **Meeting Date.** On ~~March 19~~ April 9, 2018, a meeting of the Governing Body was held commencing at _____ p.m.
2. **Posting.** On ~~March~~ April _____, 2018 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Commission’s offices in Grand Chute, 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 ~~March~~ April _____, 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 Commission.
4. **Open Meeting Law Compliance.** Said meeting was a ~~regular~~ special meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson “**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.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Commission, if any, hereto on ~~March~~April _____, 2018.

Secretary

[SEAL]

Summary report: Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/29/2018 10:38:06 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Exhibition Center – Room Tax Commission Authorizing Resolution.docx	
Modified filename: Appleton RDA 2018 Exhibition Center – Room Tax Commission Authorizing Resolution(1).docx	
Changes:	
Add	36
Delete	17
Move From	1
Move To	1
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:	55

**AMENDED AND RESTATED
TOURISM ENTITY AGREEMENT**

Dated as of [May 1], 2018

Amending and Restating in its entirety
the Tourism Entity Agreement,
dated as of December 31, 2015

by and between the

FOX CITIES AREA ROOM TAX COMMISSION

and the

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

AMENDED AND RESTATED
TOURISM ENTITY AGREEMENT

This AMENDED AND RESTATED TOURISM ENTITY AGREEMENT (this “**Agreement**”) is entered into as of [May 1], 2018 by and between the FOX CITIES AREA ROOM TAX COMMISSION (the “**Commission**”), an intergovernmental commission created under Section 66.0615 of the Wisconsin Statutes (as amended from time to time, the “**Room Tax Act**”) pursuant to an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of November 24, 2015, by and among the Municipalities identified below and the Commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [May 1], 2018 (as further amended from time to time, the “**Room Tax Commission Agreement**”), and the FOX CITIES CONVENTION & VISITORS BUREAU, INC., a Wisconsin nonstock, nonprofit corporation (the “**CVB**”), to amend and restate in its entirety the Tourism Entity Agreement, dated as of December 31, 2015 (the “**Original Agreement**”), entered into by and between the Commission and the CVB. *Capitalized terms used but not otherwise defined in the following recitals shall have the meanings set forth in Section 2 hereof.*

WHEREAS, pursuant to the Room Tax Commission Agreement, the City of Appleton, Wisconsin, the City of Kaukauna, Wisconsin, the City of Neenah, Wisconsin, the Village of Kimberly, Wisconsin, the Village of Little Chute, Wisconsin, the Town of Grand Chute, Wisconsin, the Town of Neenah, Wisconsin, the Village of Fox Crossing, Wisconsin, the City of Menasha, Wisconsin, and the Village of Sherwood, Wisconsin (collectively, together with any other municipalities that may hereafter become party to the Room Tax Commission Agreement, the “**Municipalities**”) have agreed that the geographic area encompassing the Municipalities is a single destination as perceived by the traveling public, and is, therefore, a “zone,” as that term is used in the Room Tax Act, referred to as the “**Fox Cities Tourism Zone**”; and

WHEREAS, the governing body of each Municipality has adopted a room tax ordinance that levied a 10% room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations that are available to the public within the Fox Cities Tourism Zone, pursuant to the Room Tax Act and as more fully set forth in the Room Tax Commission Agreement; and

WHEREAS, the Municipalities, the Commission, and Associated Trust Company, National Association have entered into the Fiscal Agency Agreement, pursuant to which the Fiscal Agent, on behalf of the Municipalities, receives and distributes the Room Taxes paid by the Operators in accordance with the Room Tax Ordinances and the Room Tax Commission Agreement; and

WHEREAS, under the Room Tax Act, the Commission is charged with the coordination of tourism promotion and tourism development for the Fox Cities Tourism Zone; and

WHEREAS, the Commission is required pursuant to Section (1m)(b)(4) of the Room Tax Act, to contract with one “tourism entity” from the Municipalities in the Fox Cities Tourism

Zone to obtain staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors; and

WHEREAS, the CVB qualifies as a “tourism entity” as that term is defined in Section (1)(f)(intro.) of the Room Tax Act; and

WHEREAS, a portion of the Room Tax imposed by the Municipalities is remitted to the CVB by the Fiscal Agent; and

WHEREAS, the Commission desires to enter into a contract with the CVB for it to provide the Commission with staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, including the administration and application of the portion of the Room Tax remitted to the CVB by the Municipalities or the Fiscal Agent, and the CVB desires to enter into such a contract with the Commission; and

WHEREAS, the agreements of the Commission and the CVB as to such services shall be as set forth herein; and

WHEREAS, the Commission and the CVB have determined that the execution of this Agreement is in the best interest of the Municipalities, the Commission, and the Fox Cities Tourism Zone.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are hereby incorporated in and made a part of this Agreement.

2. Definitions.

In addition to the definitions contained in the recitals hereto, the following terms shall have the following respective meanings:

- a. “**CVB Board**” means the governing body of the CVB.
- b. “**CVB Room Tax**” means the 2.85% Room Tax imposed and by the Room Tax Ordinances and allocated toward the support of the CVB, to be used for the purpose of promoting the Fox Cities Tourism Zone as a tourism destination.
- c. “**Event of Default**” has the meaning assigned in Section 11 hereof.
- d. “**Fiscal Agent**” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Municipalities and the Commission pursuant to the Fiscal Agency Agreement.

- e. **“Fiscal Agency Agreement”** means the [Room Tax Fiscal Agency Agreement], dated as of [May 1], 2018, by and among the Municipalities, the Commission, and the Fiscal Agent, pursuant to which the Fiscal Agent receives the Room Taxes collected from the Operators on behalf of the Municipalities and allocates the Room Taxes to the recipients thereof as described in, and to be applied in accordance with, the Room Tax Ordinances and the Room Tax Commission Agreement.
- f. **“Fox Cities Tourism Zone”** means the geographic area encompassing the Municipalities.
- g. **“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 that are obligated to pay the Room Tax.
- h. **“Room Tax”** means a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by the Operators pursuant to the Room Tax Act.
- i. **“Room Tax Ordinances”** means the amended and restated room tax ordinances adopted [in April, 2018] by the governing body of each Municipality pursuant to the Room Tax Act, which imposed a 10% Room Tax, comprising a 2.85% CVB Room Tax, a 3% Exhibition Center Room Tax, a 1.15% Municipal Room Tax, and a 3% Tourism Facilities Room Tax, each as described in the Room Tax Ordinances.
- j. **“Tourism Facilities Room Tax”** means the 3% Room Tax imposed by the Room Tax Ordinances and 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 establishment within the Fox Cities Tourism Zone.

3. Purpose.

The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing CVB Room Tax revenues and certain Tourism Facilities Room Tax revenues received by the Municipalities, or by the Fiscal Agent on behalf of the Municipalities, under the provisions of the Room Tax Act, and in the administration of the Commission by the CVB.

4. Appointment of Tourism Entity.

The Commission hereby appoints the CVB as the tourism entity required under the Room Tax Act that shall provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors. The CVB accepts such appointment and agrees to provide such services and assistance.

5. CVB to Provide Administrative Support.

The CVB agrees that in addition to the above services, it will provide all administrative tasks of the Commission which are required to carry out the functions and duties of the Commission. It is acknowledged that the Commission does not intend to employ its own staff to perform such tasks. Any notices or documentation required to be provided to the Commission by the CVB shall be forwarded to the chairperson of the Commission. The CVB shall perform its duties hereunder in accordance with its written policies and procedures approved by the Commission and as set forth in the Room Tax Act. Any proposed amendments to such policies and procedures shall be subject to approval of the Commission, whose consent may not be unreasonably withheld. In the event the Commission disapproves of such amendments, it shall provide the CVB with a written statement as to recommended revisions and the CVB shall either withdraw such amendments or submit revised amendments within 90 days of its receipt of the Commission's disapproval, to be approved by the Commission.

6. Payment and Use of CVB Room Tax Revenues.

By entering into the Room Tax Commission Agreement and the Fiscal Agency Agreement, the Commission shall direct the Municipalities or the Fiscal Agent to remit to the CVB the CVB Room Tax. CVB Room Tax revenues received by the CVB shall be used solely for the promotion of the Fox Cities Tourism Zone as a tourism destination. The parties acknowledge that the CVB shall have administrative costs, including, but not limited to, staffing costs, associated with the performance of its obligations under this Agreement and the parties agree that the payment of such costs are a proper use of the CVB Room Tax revenues. The CVB may take all actions which are necessary and proper to successfully promote the Fox Cities Tourism Zone to visitors.

7. Payment and Use of Tourism Facility Room Tax Revenues.

By entering into the Room Tax Commission Agreement and the Fiscal Agency Agreement, the Commission shall direct the Municipalities or the Fiscal Agent to remit to the CVB the Tourism Facilities Room Tax, except to the extent that the Commission directs that all or any portions of the Tourism Facilities Room Tax be otherwise used for specific projects in furtherance of the purposes of the Tourism Facilities Room Tax set forth in the Room Tax Ordinances. Tourism Facilities Room Tax revenues received by the CVB shall be used solely toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities that are reasonably likely to generate paid overnight stays at more than one hotel, motel, or other establishment within the Fox Cities Tourism Zone. The CVB agrees that it shall not expend any Tourism Facilities Room Tax revenues without prior written approval of the Town of Grand Chute.

8. Acknowledgement of Compliance.

The CVB acknowledges and agrees that the imposition of a 10% Room Tax by each of the Municipalities complies with the Room Tax Act.

9. Deficient Payments by Municipalities.

The parties agree that they shall work together toward the collection of any deficient amounts owed by any Municipality; and the parties shall cooperate with the Municipality to assist the Municipality for the collection of any deficient amounts owed by any Operator required to remit Room Taxes.

10. CVB Responsibilities.

In addition to those other duties and responsibilities set forth herein, the CVB shall be responsible for the following:

- a. Accounting. The CVB shall provide the Municipalities or the Commission with an accounting of the Room Tax revenues received by the CVB, upon reasonable request by any Municipality or the Commission; provided that the CVB shall have not less than 30 days from its receipt of such request to respond.
- b. Department of Revenue Reporting. The CVB shall report, no later than April 1 of each year, to each Municipality from which it received Room Tax revenues (directly or through the Fiscal Agent), the following information, to assist the Municipalities in their required reporting to the Wisconsin Department of Revenue under the Room Tax Act: *with respect to the CVB*, (i) a detailed accounting of the receipts of Room Tax revenues by the CVB during such calendar year, (ii) a detailed accounting of the expenditures of \$1,000 or more in such calendar year of the Room Taxes received by the CVB, and (iii) a list of the members of the CVB Board, together with the name of the business entity, if any, which each such member owns, operates, or is employed by, and, *in its capacity as administrator for the Commission*, (iv) the amount of Room Taxes collected by or on behalf of such Municipality during the preceding calendar year (but only to the extent of, and based upon, information provided to the CVB by the Fiscal Agent regarding Room Tax collections), (v) a detailed accounting of the expenditures of \$1,000 or more in such calendar year by the Commission, and (vi) a list of the members of the Commission.
- c. Audit Information. Not later than May 15 of each year, the CVB shall provide the Commission and each Municipality with a full copy of its annual audit for the prior year as conducted by a certified public accounting firm in accordance with generally accepted accounting principles, as approved by the Financial Accounting Standards Board. Such audit shall identify any and all grant program funds generated through use of Room Tax revenue, including those committed but not yet paid out.

- d. Plan of Business. Not later than January 1 of each year, the CVB shall generate an annual operating plan for the year. The operating plan shall be made available to the Commission within 30 days of the Commission's written request for the same. It is understood that the Commission shall have no approval rights of the operating plan but may provide comments or recommendations to the CVB which may be implemented at the CVB's discretion.
- e. CVB Bylaws; CVB Board. As of the date of this Agreement, the Commission and the CVB have reviewed the CVB bylaws and find that the Municipalities currently have meaningful representation on the CVB Board and the Commission deems this to be adequate oversight by the Municipalities. It is the expectation of the Commission and the CVB that the Municipalities will continue to be meaningfully represented on the CVB Board. In this regard, the CVB agrees that there will be one representative appointed to the CVB Board by each Municipality that provides 1% or more of the CVB's fiscal year room tax revenue, calculated on a rolling average of the preceding three fiscal years. Should a represented Municipality fall below the 1% threshold, the municipal representative will serve out the remainder of the Board year and shall then be removed from the Board. In addition, the CVB Board shall include owners or operators of lodging facilities that are located in the Fox Cities Tourism Zone, as required by the Room Tax Act.

11. Events of Default.

Each of the following shall be considered to be an “**Event of Default**” (only following the applicable cure period) as to the CVB:

- a. The failure to provide an accounting upon request of any Municipality or the Commission hereunder after 90 days' written notice of CVB's failure to do so by the Municipality or the Commission, as applicable, provided that if the CVB cannot in good faith provide the accounting within 90 days of notice but has legitimately begun the process to provide such information, the cure period shall be extended an additional 90 days to allow for the CVB's good faith compliance.
- b. The failure to provide a full audit to the Commission as required herein after 90 days' written notice of the CVB's failure to do so by the Commission, provided that if the CVB cannot in good faith provide the audit within 90 days of notice but has legitimately begun the process to provide such information, the cure period shall be extended an additional 90 days to allow for the CVB's good faith compliance.
- c. The failure to provide a Plan of Business to the Commission as required herein after 90 days' written notice of the CVB's failure to do so by the Commission, provided that if the CVB cannot in good faith provide the

Plan of Business within 90 days of notice but has begun the process to provide such information, the cure period shall be extended an additional 90 days to allow for the CVB's good faith compliance.

12. Term of this Agreement.

This Agreement shall remain in effect unless terminated as follows:

- a. The Commission may terminate this Agreement at any time if the CVB commits an Event of Default; and
- b. The Commission may terminate this Agreement at any time if (i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including, but not limited to, the intentional misuse of Room Tax revenues for purposes outside of which are permitted by the Room Tax Ordinances and the Room Tax Act; or (ii) the CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act. Notwithstanding the foregoing, in the event of a material breach, and prior to terminating the Agreement, the Commission shall provide written notice, including a reasonable description of the material breach, of the material breach to the CVB. The CVB shall have 30 days to cure said material breach. The Commission may terminate the Agreement if the CVB fails to cure said material breach within the 30 day cure period.
- c. In the event of termination, all Room Tax revenues in the possession of the CVB shall remain the property of the CVB. However, the Commission shall direct the Fiscal Agent to make no further transfers of Room Tax revenues to the CVB under this Agreement and the Fiscal Agency Agreement, and thereafter the Room Tax revenues otherwise payable to the CVB shall instead be forwarded directly to the Commission or to a successor tourism entity.
- d. Following termination, the Commission shall have no further obligation to the CVB. However, the CVB shall remain under the duty to provide an accounting and the audit and other information as described in Section 10 of this Agreement, with respect to the period through the date of termination.

13. Modification.

This Agreement shall not be modified except by an express written agreement executed by the parties hereto.

14. Severability.

If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

15. Governing Law.

This Agreement has been drawn and executed and shall be performed in the State of Wisconsin. All questions concerning this Agreement and the performance hereunder shall be judged and resolved in accordance with the laws of Wisconsin.

16. Invalidity.

If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

17. Waiver.

No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

18. Enforcement.

Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.

19. Entire Agreement.

This Agreement sets forth the entire understanding of the Commission and the CVB and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.

20. Authority.

In signing this Agreement, the Commission and the CVB represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

21. Amendment and Restatement of Original Agreement.

This Agreement amends and restates the Original Agreement and shall become effective as of the date of this Agreement, on which date the Original Agreement shall be superseded in its entirety.

[Signature Page Follows]

IN WITNESS WHEREOF, the Commission and the CVB have executed this Amended and Restated Tourism Entity Agreement as of the date first written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: Chairperson

And: _____
Its: Secretary

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

By: _____
Its: Chairperson

And: _____
Its: Executive Director

[Signature Page to Amended and Restated Tourism Entity Agreement]

**AMENDED AND RESTATED
TOURISM ENTITY AGREEMENT**

Dated as of [May 1], 2018

Amending and Restating in its entirety
the Tourism Entity Agreement,
dated as of December 31, 2015

by and between the

FOX CITIES AREA ROOM TAX COMMISSION

and the

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

AMENDED AND RESTATED
TOURISM ENTITY AGREEMENT

This ~~TOURISM ENTITY AGREEMENT~~ (AMENDED AND RESTATED TOURISM ENTITY AGREEMENT (this “**Agreement**”) is entered into as of [May 1], 2018 by and between the FOX CITIES AREA ROOM TAX COMMISSION (the “**Commission**”), an ~~authority~~intergovernmental commission created under ~~§Section~~ 66.0615 Wis. Stat. (~~of the Wisconsin Statutes (as amended from time to time, the “Room Tax Act”);~~ formed under that pursuant to an Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated _____, 2015 (~~“Room Tax~~ as of November 24, 2015, by and among the Municipalities identified below and the Commission, as amended by a First Amendment to Amended and Restated Room Tax Commission and Tourism Zone Agreement, dated as of [May 1], 2018 (as further amended from time to time, the “Room Tax Commission Agreement”)), and the FOX CITIES CONVENTION & VISITORS BUREAU, INC., a Wisconsin ~~Non-Profit 501(c) (6) Non-Stock Corporation (“CVB”)~~ on this ___ day of _____, 2015, ~~nonstock, nonprofit corporation (the “CVB”)~~, to amend and restate in its entirety the Tourism Entity Agreement, dated as of December 31, 2015 (the “**Original Agreement**”), entered into by and between the Commission and the CVB. *Capitalized terms used but not otherwise defined in the following recitals shall have the meanings set forth in Section 2 hereof.*

WHEREAS, ~~with~~in ~~pursuant to~~ the Room Tax Commission Agreement, the ~~CITY OF APPLETON, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Appleton”), the CITY OF KAUKAUNA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Kaukauna”), the CITY OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“City of Neenah”), the VILLAGE OF KIMBERLY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Kimberly”), the VILLAGE OF LITTLE CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Little Chute”), the TOWN OF GRAND CHUTE, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Grand Chute”), the TOWN OF NEENAH, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Town of Neenah”), the TOWN OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Town of Menasha”), the CITY OF MENASHA, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“City of Menasha”), and the VILLAGE OF SHERWOOD, WISCONSIN, a Wisconsin municipal corporation and political subdivision (“Sherwood”), collectively~~ City of Appleton, Wisconsin, the City of Kaukauna, Wisconsin, the City of Neenah, Wisconsin, the Village of Kimberly, Wisconsin, the Village of Little Chute, Wisconsin, the Town of Grand Chute, Wisconsin, the Town of Neenah, Wisconsin, the Village of Fox Crossing, Wisconsin, the City of Menasha, Wisconsin, and the Village of Sherwood, Wisconsin (collectively, together with any other municipalities that may hereafter become party to the Room Tax Commission Agreement, the “Municipalities”;) have agreed that the geographic area encompassing the Municipalities is a single destination as perceived by the traveling public, and is, therefore, a ~~Tourism Zone~~, “zone,” as that term is used in the Room Tax Act, ~~to be~~ referred to as the “**Fox Cities Tourism Zone**”; and

WHEREAS, the governing body of each Municipality has ~~enacted or will enact~~ an adopted a room tax ordinance (“Room Tax Ordinance”) ~~to impose a uniform~~ that levied a 10% room tax on the privilege of furnishing, at retail, except sales for resale, rooms or lodging to transients by hotelkeepers, motel operators, lodging marketplaces, owners of short-term rentals, and other persons furnishing accommodations which that are available to the public pursuant to §66.0615 Wis. Stats. (“Room Tax”)-within the Fox Cities Tourism Zone, pursuant to the Room Tax Act and as more fully set forth herein in the Room Tax Commission Agreement; and

~~WHEREAS, within the Room Tax Ordinances, each Municipality shall impose a Room Tax of three percent (3%) to be allocated toward the support of the CVB, to be used for the purpose of promoting the Fox Cities Tourism Zone as a tourism destination; and~~

WHEREAS, the Municipalities, the Commission, and Associated Trust Company, National Association have entered into the Fiscal Agency Agreement, pursuant to which the Fiscal Agent, on behalf of the Municipalities, receives and distributes the Room Taxes paid by the Operators in accordance with the Room Tax Ordinances and the Room Tax Commission Agreement; and

WHEREAS, perunder the Room Tax Act, the Commission is charged with the coordination of tourism promotion and tourism development for the Fox Cities Tourism Zone; and

WHEREAS, the Commission is required pursuant to Section (1m)(b)(4) of the Room Tax Act, to contract with one “tourism entity” from the Municipalities in the Fox Cities Tourism Zone to obtain staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors; and

WHEREAS, the CVB qualifies as a “tourism entity” as that term is defined in Section (1)(f)(intro.) of the Room Tax Act; and

WHEREAS, a portion of the Room Tax imposed by the Municipalities is remitted to the CVB by the Fiscal Agent; and

WHEREAS, the Commission desires to enter into a contract with the CVB for it to provide the Commission with staff, support services and assistance in developing and implementing programs to promote the Fox Cities Tourism Zone to visitors, including the administration and application of the portion of the Room Tax remitted to the CVB by the Municipalities or the Fiscal Agent, and the CVB desires to enter into such a contract with the Commission; and

WHEREAS, the agreements of the ~~parties~~ Commission and the CVB as to such services shall be as set forth herein; and

WHEREAS, the ~~parties~~ Commission and the CVB have determined that the execution of this Agreement is in the best interest of the Municipalities, the Commission, and the Fox Cities Tourism Zone.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Recitals.

The foregoing ~~Recitals~~recitals are hereby incorporated in and made a part of this Agreement.

2. Definitions.

In addition to the definitions contained in the recitals hereto, the following terms shall have the following respective meanings:

- a. ~~“CVB” shall mean the Fox Cities Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c) (6) Non-Stock Corporation~~ Board” means the governing body of the CVB.
- b. ~~“CVB Room Tax” shall mean a~~ means the 2.85% Room Tax in the amount of three percent (3%) to be imposed and by the Room Tax Ordinances and allocated toward the support of the CVB, to be used for the purpose of promoting the Fox Cities Tourism Zone as a tourism destination.
- c. “Event of Default” has the meaning assigned in Section 11 hereof.
- d. “Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Municipalities and the Commission pursuant to the Fiscal Agency Agreement.
- e. ~~“Exhibition Center Bonds” shall mean bonds issued or to be issued by the Redevelopment Authority of the City of Appleton, Wisconsin (“ARA”) as partial funding for the construction of a new Fox Cities Exhibition Center, or any refinance thereof, as well as for any other purpose authorized under that Exhibition Center Cooperation Agreement between the Municipalities located within the Fox Cities Tourism Zone, the ARA and the Fox Cities Area Room Tax Commission, dated as of _____, 2015.~~
- d. ~~“Exhibition Center Pledge and Security Agreement” shall mean that Pledge and Security Agreement (to be entered into and dated as of the date of the Exhibition Center Bonds, by and among the Municipalities and the Commission, incorporating the pledge of Exhibition Center Room Tax proceeds to the Exhibition Center and payment of debt service on the Exhibition Center Bonds).~~
- e. ~~“Exhibition Center Room Tax” shall mean a Room Tax in the amount of three percent (3%) to be imposed and allocated toward payment of debt service on the Exhibition Center Bonds~~ Fiscal Agency Agreement”

means the [Room Tax Fiscal Agency Agreement], dated as of [May 1], 2018, by and among the Municipalities, the Commission, and the Fiscal Agent, pursuant to which the Fiscal Agent receives the Room Taxes collected from the Operators on behalf of the Municipalities and allocates the Room Taxes to the recipients thereof as described in, and to be applied in accordance with ~~that Exhibition Center Cooperation, the Room Tax Ordinances and the Room Tax Commission Agreement—dated _____, 2015 to which the Municipalities are parties.~~

- f. **“Fox Cities Tourism Zone”** ~~shall mean~~means the geographic area encompassing the Municipalities, ~~as set forth in the introductory paragraph herein, being a single destination as perceived by the traveling public.~~
- g. **“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 that are obligated to pay the Room Tax.
- ~~g. **“PAC Bonds”** shall mean those bonds issued by the ARA to partially fund construction of the Fox Cities Performing Arts Center in accordance with that Cooperation Agreement dated June 1, 2000 to which the Municipalities are parties.~~
- ~~h. **“PAC Room Tax”** shall mean a Room Tax in the amount of two percent (2%) imposed and allocated toward payment of debt service on those bonds issued by the ARA to partially fund construction of the Fox Cities Performing Arts Center in accordance with that Cooperation Agreement dated June 1, 2000 to which the Municipalities are parties.~~
- ~~i. **“Qualifying Municipality”** shall mean each unit of government within the Fox Cities Tourism Zone in which an operating motel/hotel is located.~~
- ~~j. **“Remitted Room Tax Revenues”** shall mean the proceeds of the CVB Room Tax (less amounts retained by the Municipalities as set forth in Section 4.a., below) and the proceeds of the Exhibition Center Room Tax (unless bond instruments require otherwise, in which case “Remitted Room Tax Revenues” shall mean only the proceeds of the CVB Room Tax (less amounts retained by the Municipalities as set forth herein)) and the Tourism Facilities Room Tax.~~
- h. ~~k.~~ **“Room Tax”** ~~shall mean~~means a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by ~~hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public~~ the Operators pursuant to the Room Tax Act.

- ~~l. “Room Tax Act” shall mean §66.0615 Wis. Stat., as amended from time to time.~~
- ~~m. “Room Tax Clearing Account” shall mean that segregated bank account in which the CVB accepts the Remitted Room Tax Revenues as agent for the Commission from each Municipality in the Fox Cities Tourism Zone.~~
- ~~n. “Room Tax Commission Agreement” shall mean that Amended and Restated Room Tax Commission and Tourism Zone Agreement dated _____, 2015.~~
- ~~i. o. “Room Tax Ordinance” shall mean an ordinance to impose a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations which are available to the public.~~ **Ordinances” means the amended and restated room tax ordinances adopted [in April, 2018] by the governing body of each Municipality pursuant to the Room Tax Act within the Fox Cities Tourism Zone., which imposed a 10% Room Tax, comprising a 2.85% CVB Room Tax, a 3% Exhibition Center Room Tax, a 1.15% Municipal Room Tax, and a 3% Tourism Facilities Room Tax, each as described in the Room Tax Ordinances.**
- ~~j. p. “Tourism Facilities Room Tax” shall mean a means the 3% Room Tax in the amount of one percent (1%) to be imposed by the Room Tax Ordinances and 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 or motel, or other establishment within the Fox Cities Tourism Zone.~~

3. Purpose.

~~3. Purpose.~~ The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing CVB Room Tax Revenues generated in revenues and certain Tourism Facilities Room Tax revenues received by the Municipalities, or by the Fiscal Agent on behalf of the Municipalities, under the provisions of the Room Tax Act, and in the administration of the Commission by the CVB.

~~4. Room Tax Revenues.~~ It is anticipated that ~~The Room Tax Ordinance of each Municipality shall impose the following Room Taxes:~~

- ~~a. A Room Tax in the amount of three percent (3%) to be imposed and allocated toward the support of the CVB, to be used for the purpose of promoting the Fox Cities Tourism Zone as a tourism destination (“CVB Room Tax”), provided that the Municipalities may retain five percent (5%) of the revenues of this CVB Room Tax for general tourism support and development within the Municipalities in accordance with the requirements of the Room Tax Act.~~

~~b. A Room Tax in the amount of two percent (2%) shall be imposed and allocated toward payment of debt service on those bonds issued by the ARA to partially fund construction of the Fox Cities Performing Arts Center (“PAC Bonds”) in accordance with that Cooperation Agreement dated June 1, 2000 to which the Municipalities are parties (“PAC Room Tax”). The PAC Room Tax shall sunset and expire upon full payment and satisfaction of the PAC Bonds, which full payment and satisfaction is expected to occur following the September 30, 2017 debt service payment on the PAC Bonds. In order to honor existing contractual obligations, the proceeds of the PAC Room Tax shall continue to be directed to the Trustee under that Amended and Restated Pledge and Security Agreement dated May 1, 2012 by and between the City of Appleton, Wisconsin; the City of Kaukauna, Wisconsin; the City of Neenah, Wisconsin; the Village of Kimberly, Wisconsin; the Village of Little Chute, Wisconsin; the Town of Grand Chute, Wisconsin; the Town of Neenah, Wisconsin; the Town of Menasha, Wisconsin; the Fox Cities Area Room Tax Commission and Associated Trust Company, until the PAC Bonds have been paid in full. If the Commission or the CVB receives revenues from the Municipalities generated from application of the PAC Room Tax following the full payment and satisfaction of the PAC Bonds, then such revenues shall be applied as set forth in Section 10 herein.~~

~~c. A Room Tax in the amount of three percent (3%) shall be imposed and allocated toward payment of debt service on the Exhibition Center Bonds in accordance with that Exhibition Center Cooperation Agreement dated _____, 2015 to which the Municipalities are parties (“Exhibition Center Room Tax”). The Exhibition Center Room Tax rate shall sunset and expire upon full payment and satisfaction of the Exhibition Center Bonds at a date to be determined.~~

~~d. A Room Tax in the amount of one percent (1%) shall be retained by the Municipalities to be used for their general purposes including but not limited to general tourism support and development in the Fox Cities Tourism Zone in accordance with the requirements of the Room Tax Act.~~

~~e. A Room Tax in the amount of one percent (1%) shall be imposed and 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 or motel establishment within the Fox Cities Tourism Zone (“Tourism Facilities Room Tax”).~~

~~The proceeds of the CVB Room Tax (less amounts retained by the Municipalities as set forth above), the proceeds of the Exhibition Center Room Tax and the proceeds of the Tourism Facilities Room Tax (collectively referred to as “Remitted Room Tax Revenues”) shall be paid directly to the CVB on behalf of the Commission by the Municipalities and utilized as set forth herein; provided;~~

~~however, that in the event the structure of financing under that Pledge and Security Agreement (to be entered into and dated as of the date of the Exhibition Center Bonds, by and among the Municipalities and the Commission, incorporating the pledge of Exhibition Center Room Tax proceeds to the Exhibition Center and payment of debt service on the Exhibition Center Bonds) (“Exhibition Center Pledge and Security Agreement”) requires an alternative administrative process, the parties agree that the Exhibition Center Room Tax proceeds shall instead be collected and remitted in accordance with that Exhibition Center Pledge and Security Agreement. In such event, the term “Remitted Room Tax Revenues” shall refer only to the proceeds of the CVB Room Tax (less amounts retained by the Municipalities as set forth in Section 4.a. above) and the Tourism Facilities Room Tax.~~

4. ~~5.~~ Appointment of Tourism Entity.

The Commission hereby appoints the CVB as the tourism entity required under the Room Tax Act that shall provide the Commission with staff ~~and~~₂ support services ~~that will also develop and implement, and assistance in developing and implementing~~ programs to promote the Fox Cities Tourism Zone to visitors. The CVB accepts such appointment and agrees to provide such services and assistance.

5. ~~6.~~ CVB to Provide Administrative Support.

The CVB agrees that in addition to the above services, it will provide all administrative tasks of the Commission which are required to carry out the functions and duties of the Commission. It is acknowledged that the Commission ~~will~~does not intend to employ its own staff to perform such tasks. Any notices or documentation required to be provided to the Commission by the CVB shall be forwarded to the chairperson of the Commission. The CVB shall, ~~within one hundred eighty (180) days of the execution of this Agreement, provide the Commission with~~ perform its duties hereunder in accordance with its written policies and procedures ~~relating to its collection, processing and utilization of the Remitted Room Tax Revenues, which written approved by the Commission and~~ as set forth in the Room Tax Act. Any proposed amendments to such policies and procedures shall be ~~reviewed and approved by the~~subject to approval of the Commission, whose consent may not be unreasonably withheld. In the event the Commission disapproves of ~~the written policies and procedures~~such amendments, it shall provide the CVB with a written statement as to recommended revisions and the CVB shall ~~remit a new set of written policies and procedures~~either withdraw such amendments or submit revised amendments within ~~ninety (90)~~ days of its receipt of the Commission’s disapproval, to be approved by the Commission.

~~6. **7. Payment and Use of Remitted CVB Room Tax Revenues.** The CVB agrees that it shall accept the Remitted Room Tax Revenues as agent for the Commission from each Municipality in the Fox Cities Tourism Zone which imposes and collects Room Taxes and shall maintain the proceeds thereof in a segregated banking account (“Room Tax Clearing Account”). The funds in the Room Tax Clearing Account shall be the property of the Fox Cities Area Room Tax Commission until such time as the CVB remits the appropriate amounts to the designated beneficiaries. Upon receipt of the funds, CVB shall then remit from the Room Tax Clearing Account to the designated recipients for the purposes described as follows:~~

~~a. The~~ By entering into the Room Tax Commission Agreement and the Fiscal Agency Agreement, the Commission shall direct the Municipalities or the Fiscal Agent to remit to the CVB the CVB Room Tax. CVB Room Tax revenues received from the Municipalities pursuant to the terms of this Agreement shall be utilized by the CVB shall be used solely for the promotion of the Fox Cities Tourism Zone as a tourism destination. The parties acknowledge that the CVB shall have administrative costs, including, but not limited to, staffing costs, associated with the performance of its obligations under this Agreement and the parties agree that the payment of such costs are a proper use of the CVB Room Tax revenues. The CVB may take all actions which are necessary and proper to successfully promote the Fox Cities Tourism Zone to visitors.

7. Payment and Use of Tourism Facility Room Tax Revenues.

By entering into the Room Tax Commission Agreement and the Fiscal Agency Agreement, the Commission shall direct the Municipalities or the Fiscal Agent to remit to the CVB the Tourism Facilities Room Tax, except to the extent that the Commission directs that all or any portions of the Tourism Facilities Room Tax be otherwise used for specific projects in furtherance of the purposes of the Tourism Facilities Room Tax set forth in the Room Tax Ordinances. Tourism Facilities Room Tax revenues received by the CVB shall be used solely toward the support of amateur sports facilities within the Fox Cities Tourism Zone and/or other facilities that are reasonably likely to generate paid overnight stays at more than one hotel, motel, or other establishment within the Fox Cities Tourism Zone. The CVB agrees that it shall not expend any Tourism Facilities Room Tax revenues without prior written approval of the Town of Grand Chute.

~~b. The Exhibition Center Room Tax revenues received from the Municipalities pursuant to the terms of this Agreement shall be utilized solely for the payment of debt service on the Exhibition Center Bonds in accordance with that Exhibition Center Cooperation Agreement, dated _____, 2015 to which each of the Municipalities is a party and the Exhibition Center Pledge and Security Agreement. The parties acknowledge that the Exhibition Center Room Tax rate shall sunset and expire upon full payment and satisfaction of the Exhibition Center Bonds at a date to be determined; however, to the extent the CVB receives any Exhibition Center Room Tax revenues following such full payment of satisfaction and prior to the effective termination of that tax, such amounts~~

~~may be used by the CVB for use of tourism promotion and tourism development in the Fox Cities Tourism Zone.~~

~~e. The Tourism Facilities Room Tax revenues shall be used solely 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 or motel establishment within the Fox Cities Tourism Zone.~~

8. Acknowledgement of Compliance.

The CVB acknowledges and agrees that the imposition of a ~~total~~10% Room Tax ~~in the amount of Ten Percent (10%)~~ by each of the Municipalities complies with the Room Tax Act.

9. Deficient Payments by Municipalities.

The parties agree that they shall work together toward the collection of any deficient amounts owed by any Municipality; and the parties shall cooperate with the Municipality to assist the Municipality for the collection of any deficient amounts owed by any ~~operator~~Operator required to ~~collect and~~ remit Room ~~Tax proceeds~~Taxes.

~~10. Proceeds of PAC Room Tax. Following full payment and satisfaction of the PAC Bonds, the proceeds generated from the PAC Room Tax for the calendar quarter in which the PAC Bonds were fully paid and satisfied shall be directed toward payment of debt service on the Exhibition Center Bonds, capitalized Interest Payments on the Exhibition Center Bonds or may be deposited into Reserve and Stabilization Funds associated with the issuance of the Exhibition Center Bonds. Commencing on the first day of the next calendar quarter, all proceeds from the PAC Room Tax shall be directed toward the support of amateur sports facilities located within the Fox Cities Tourism Zone and/or other facilities which are reasonably likely to generate paid overnight stays at more than one hotel or motel establishment within the Fox Cities Tourism Zone.~~

10. ~~11.~~ CVB Responsibilities.

In addition to those other duties and responsibilities set forth herein, the CVB shall be responsible for the following:

a. Accounting. The CVB shall provide the Municipalities or the Commission with an accounting of the ~~Remitted~~ Room Tax ~~Revenues~~revenues received by the CVB ~~and maintained in the Room Tax Clearing Account as required per Section 7 of this Agreement~~, upon reasonable request by any Municipality or the Commission; provided that the CVB shall have not less than ~~thirty (30)~~ days from its receipt of such request to respond.

b. Department of Revenue Reporting. The CVB shall report, no later than April 1 of each year, to each Municipality from which it received Room

Tax revenues (directly or through the Fiscal Agent), the following information, to assist the Municipalities in their required reporting to the Wisconsin Department of Revenue under the Room Tax Act: with respect to the CVB, (i) a detailed accounting of the receipts of Room Tax revenues by the CVB during such calendar year, (ii) a detailed accounting of the expenditures of \$1,000 or more in such calendar year of the Room Taxes received by the CVB, and (iii) a list of the members of the CVB Board, together with the name of the business entity, if any, which each such member owns, operates, or is employed by, and, in its capacity as administrator for the Commission, (iv) the amount of Room Taxes collected by or on behalf of such Municipality during the preceding calendar year (but only to the extent of, and based upon, information provided to the CVB by the Fiscal Agent regarding Room Tax collections), (v) a detailed accounting of the expenditures of \$1,000 or more in such calendar year by the Commission, and (vi) a list of the members of the Commission.

- c. ~~b.~~ Audit Information. Not later than May 15th of each year, the CVB shall provide the Commission and each Municipality with a full copy of its annual audit for the prior year as conducted by a certified public accounting firm in accordance with generally accepted accounting principles, as approved by the Financial Accounting Standards Board. Such audit shall identify any and all grant program funds generated through use of ~~room tax~~ Room Tax revenue, including those committed but not yet paid out. ~~The parties acknowledge that CVB, prior to entering into this Agreement, sends a full audit report to the Municipalities each year. CVB agrees to continue to provide a copy of the audit to the Municipalities in addition to providing a copy of the same to the Commission.~~
- d. ~~e.~~ Plan of Business. Not later than January 1st of each year, the CVB shall generate ~~a written Plan of Business~~ an annual operating plan for the year. ~~This Plan of Business~~ The operating plan shall be made available to the Commission within ~~thirty (30)~~ days of the Commission's written request for the same. It is understood that the Commission shall have no approval rights of the ~~Plan of Business~~ operating plan but may provide ~~comment or recommendation~~ comments or recommendations to the CVB which may be implemented at the CVB's discretion.
- e. ~~d.~~ CVB Bylaws; CVB Board. As of the date of this Agreement, the ~~parties~~ Commission and the CVB have reviewed the CVB bylaws and find that the Municipalities currently have meaningful representation on the CVB Board and the Commission deems this to be adequate oversight by the Municipalities. It is the expectation of the ~~parties~~ Commission and the CVB that the Municipalities will continue to be meaningfully represented on the CVB Board. In this regard, the CVB agrees that there will be one ~~(1)~~ representative appointed to the CVB Board by each ~~unit of government~~

~~within the Fox Cities Tourism Zone in which an operating motel/hotel is located (hereinafter, a “Qualifying Municipality”) and which unit of government that provides one percent (1%) or more of the CVB’s fiscal year room tax revenue, calculated on a rolling average of the preceding three fiscal years. Should a Qualifying represented Municipality fall below the one percent (1%) threshold, the municipal representative will serve out the remainder of the Board year and shall then be removed from the Board. In addition, the CVB Board shall include owners or operators of lodging facilities that are located in the Fox Cities Tourism Zone, as required by the Room Tax Act.~~

~~e. Grant Approval. The CVB agrees that it shall not expend any proceeds generated from the Tourism Facilities Room Tax allocated to the Tourism Development Fund without prior written approval of the Town of Grand Chute.~~

11. ~~12.~~ Events of Default.

Each of the following shall be considered to be an “Event of Default” (only following the applicable cure period) as to the CVB:

- a. The failure to provide an accounting upon request of any Municipality or the Commission hereunder after ~~ninety (90)~~ ninety (90) days’ written notice of CVB’s failure to do so by the Municipality or the Commission, as applicable, provided that if the CVB cannot in good faith provide the accounting within ~~ninety (90)~~ ninety (90) days of notice but has legitimately begun the process to provide such information, the cure period shall be extended an additional ~~ninety (90)~~ ninety (90) days to allow for the CVB’s good faith compliance.
- b. The failure to provide a full audit to the Commission as required herein after ~~ninety (90)~~ ninety (90) days’ written notice of the CVB’s failure to do so by the Commission, provided that if the CVB cannot in good faith provide the audit within ~~ninety (90)~~ ninety (90) days of notice but has legitimately begun the process to provide such information, the cure period shall be extended an additional ~~ninety (90)~~ ninety (90) days to allow for the CVB’s good faith compliance.
- c. The failure to provide a Plan of Business to the Commission as required herein after ~~ninety (90)~~ ninety (90) days’ written notice of the CVB’s failure to do so by the Commission, provided that if the CVB cannot in good faith provide the Plan of Business within ~~ninety (90)~~ ninety (90) days of notice but has begun the process to provide such information, the cure period shall be extended an additional ~~ninety (90)~~ ninety (90) days to allow for the CVB’s good faith compliance.

12. Term of this Agreement.

~~13. Term.~~ This Agreement shall remain in effect unless terminated as follows:

- a. The Commission may terminate this Agreement at any time if the CVB commits an Event of Default ~~that is not cured within the applicable time period~~; and
- b. The Commission may terminate this Agreement at any time if (i) it is found that the CVB, or its agents, has committed a material breach of this Agreement, including, but not limited to, the intentional misuse of ~~Remitted~~ Room Tax revenues for purposes outside of which are permitted by the Room Tax Ordinances and the Room Tax Act; or (ii) the CVB is no longer acting as a ~~“Tourism Entity~~ tourism entity” as defined in the Room Tax Act; ~~or (iii) the CVB fails to make timely payments on the debt service of the Exhibition Center Bonds as required herein or pursuant to the Exhibition Center Pledge and Security Agreement.~~ Notwithstanding the foregoing, in the event of a material breach, and prior to terminating the Agreement, the Commission shall provide written notice, including a reasonable description of the material breach, of the material breach to the CVB. The CVB shall have ~~thirty (30)~~ days to cure said material breach. The Commission may terminate the Agreement if the CVB fails to cure said material breach within the ~~thirty (30)~~ day cure period.
- c. In the event of termination, ~~the funds in the~~ all Room Tax ~~Clearing Account shall be the property of the Commission. All other funds~~ revenues in the possession of the CVB shall remain the property of the CVB. However, the Municipalities Commission shall direct the Fiscal Agent to make no further ~~remittances~~ transfers of Room Tax revenues to the CVB under this Agreement and ~~those~~ the Fiscal Agency Agreement, and thereafter the Room Tax revenues otherwise payable to the CVB shall instead be forwarded directly to the Commission or to a successor tourism entity.
- d. Following termination, the Commission shall have no further obligation to the CVB. However, the CVB shall remain under the duty to provide an accounting ~~as requested~~ and the audit and other information as described in ~~Sections 11(a) and 11(h)~~ Section 10 of this Agreement, with respect to the period through the date of termination.

13. 14. Modification.

This Agreement shall not be modified ~~without~~ except by an express written agreement executed by the parties hereto.

14. ~~15.~~ Severability.

If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

15. ~~16.~~ Governing Law.

This Agreement has been drawn and executed and shall be performed in the State of Wisconsin. All questions concerning this Agreement and the performance hereunder shall be judged and resolved in accordance with the laws of Wisconsin.

16. ~~17.~~ Invalidity.

If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

17. ~~18.~~ Waiver.

No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

18. ~~19.~~ Enforcement.

Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.

19. ~~20.~~ Entire Agreement.

This Agreement sets forth the entire understanding of the ~~parties hereto~~ Commission and the CVB and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.

20. ~~21.~~ Authority.

In signing this Agreement, the ~~parties~~ Commission and the CVB represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

21. Amendment and Restatement of Original Agreement.

This Agreement amends and restates the Original Agreement and shall become effective as of the date of this Agreement, on which date the Original Agreement shall be superseded in its entirety.

[Signature Page Follows]

IN WITNESS WHEREOF, the ~~parties~~ Commission and the CVB have executed this Amended and Restated Tourism Entity Agreement as of the date first ~~above~~-written above.

FOX CITIES AREA ROOM TAX COMMISSION

By: _____
Its: Chairperson

And: _____
Its: Secretary

FOX CITIES CONVENTION &
VISITORS BUREAU, INC.

By: _____
Its: President

And: _____
Its: Executive Director

~~**Fox Cities Area Room Tax Commission**~~

~~By: _____
Its: **Chairperson**~~

~~Attest: _____
Its: **Secretary**~~

~~**Fox Cities Convention & Visitors Bureau, Inc.**~~

[Signature Page to Amended and Restated Tourism Entity Agreement]

By: _____
Its: Executive

Attest: _____
Its: Chairperson

Summary report:	
Litéra® Change-Pro TDC 10.1.0.300 Document comparison done on 3/22/2018 10:18:43 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Appleton RDA 2018 Exhibition Center – Amended and Restated Tourism Entity Agreement.docx	
Modified filename: Appleton RDA 2018 Exhibition Center – Amended and Restated Tourism Entity Agreement(1).docx	
Changes:	
Add	213
Delete	217
Move From	24
Move To	24
Table Insert	2
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:	480



To Whom it may Concern,

March 27, 2018

In the resolution, please authorize Associated Trust Company to share quarterly room tax payment data and share the Exhibition Center bond account balances with the parties involved, Room tax commission and CVB.

Thank You,

A handwritten signature in black ink, appearing to read "Eric W. Wied".

Eric W. Wied, CCTS
Corporate Trust Relationship Manager



Wisconsin Room Tax Report

Within the 2015-2017 budget (2015 Wisconsin Act 55), the state modified sec. 66.0615, Wis. Stats. Starting in 2017, every municipality that imposes room tax must file an annual report with the Wisconsin Department of Revenue (DOR). The form reporting 2016 activity is due **May 1, 2017**.

General Information

- Municipalities must electronically file (e-file) form with DOR
- E-file form will allow attachments
 - Acceptable formats: PDF, TIF, JPG, BMP, Microsoft Word or Excel
 - 16MB maximum is the total combined size for all attachments

Form Information

The information listed below must be reported for the previous calendar year (2016).

Section I

- Gross amount of room taxes collected (whole dollars)
- Room tax rate imposed (percentage)

Section II

- Amount forwarded to a tourism entity/commission (whole dollars)
- Name of the tourism entity/commission

Section III

- For each tourism entity/commission listed in Section II, enter the members of its governing body including:
 - First and last name of each member
 - Name of business entity the member owns, operates, or is employed by (if any)

Section IV

- For each expenditure of \$1,000 or more, enter:
 - Date
 - Recipient name
 - Amount (whole dollars)
 - Description (optional)
- Items of note:
 - This information is provided by the tourism entity/commission to the municipality
 - It is acceptable for a joint tourism entity/commission to report the same expenditures for its participating municipalities. In this situation, each municipality would report the same expenditures.
 - Expenditures may be attached in an acceptable file format
 - A single entry for "Payroll" is acceptable
 - For all other expenditures, report the ultimate recipient (ex: for credit card payments, list the ultimate recipient)

Section V

- If your municipality collected room tax on May 13, 1994, you must attach:
 - Room tax ordinance in effect on May 13, 1994
 - Municipality's financial statement closest to May 13, 1994

Publication

- DOR will post all completed forms and attachments on our website

Additional Information

- Review:
 - DOR Local Room Tax Fact Sheet at: revenue.wi.gov/pubs/slf/rmtx.pdf
 - 2015 Wisconsin Act 55 at: <http://docs.legis.wisconsin.gov/2015/related/acts/55>

If you have questions, contact us at lgs@revenue.wi.gov.

Wisconsin Department of Revenue

Division of State and Local Finance
Local Government Services Bureau
January 14, 2016

State of Wisconsin Room Tax Summary Report 2017

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	TwN Neenah	Sherwood	Total
Fox Cities CVB											
CVB Allocation	\$ 432,810.80	\$ 865,060.70	\$ 5,921.84	\$ 134,283.75	\$ 48,805.46	\$ 1,012.39	\$ 327.77	\$ 116,988.98	\$ 30.78	\$ -	\$ 1,605,242.47
Tour Facility Allocation	\$ 151,863.44	\$ 303,530.07	\$ 2,077.84	\$ 47,117.11	\$ 17,124.72	\$ 355.23	\$ 115.01	\$ 41,048.76	\$ 10.80	\$ -	\$ 563,242.98
	\$ 584,674.24	\$ 1,168,590.77	\$ 7,999.68	\$ 181,400.86	\$ 65,930.18	\$ 1,367.62	\$ 442.78	\$ 158,037.74	\$ 41.58	\$ -	\$ 2,168,485.45
Fox Cities Rm Tx Comm											
Expo Cntr Allocation	\$ 455,590.31	\$ 910,590.20	\$ 6,233.52	\$ 141,351.32	\$ 51,374.17	\$ 1,065.68	\$ 345.02	\$ 123,146.29	\$ 32.40	\$ -	\$ 1,689,728.91
PAC Allocation	\$ 303,726.87	\$ 607,060.13	\$ 4,155.68	\$ 94,234.21	\$ 34,249.45	\$ 710.45	\$ 230.02	\$ 82,097.53	\$ 21.60	\$ -	\$ 1,126,485.94
	\$ 759,317.18	\$ 1,517,650.33	\$ 10,389.20	\$ 235,585.53	\$ 85,623.62	\$ 1,776.13	\$ 575.04	\$ 205,243.82	\$ 54.00	\$ -	\$ 2,816,214.85
Municipality											
	\$ 174,642.95	\$ 349,059.58	\$ 2,389.52	\$ 54,184.67	\$ 19,693.43	\$ 408.51	\$ 132.26	\$ 47,206.08	\$ 12.42	\$ -	\$ 647,729.42

State of Wisconsin Room Tax Report 2017

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	TwN Neenah	Sherwood	Total
Room Tax Receipts 2016	\$ 15,161,149.08	\$ 30,353,006.71	\$ 207,784.00	\$ 4,711,710.54	\$ 1,712,472.30	\$ 35,522.50	\$ 11,500.80	\$ 4,104,876.48	\$ 1,080.00	\$ -	\$ 56,299,102.41
Room tax receipts 2016-10%	\$ 1,516,114.91	\$ 3,035,300.67	\$ 20,778.40	\$ 471,171.05	\$ 171,247.23	\$ 3,552.25	\$ 1,150.08	\$ 410,487.65	\$ 108.00	\$ -	\$ 5,629,910.24
CVB Allocation	\$ 454,834.47	\$ 910,590.20	\$ 6,233.52	\$ 141,351.32	\$ 51,374.17	\$ 1,065.68	\$ 345.02	\$ 123,146.29	\$ 32.40	\$ -	\$ 1,688,973.07
LESS amount retained by municipality	\$ 22,741.72	\$ 45,529.51	\$ 311.68	\$ 7,067.57	\$ 2,568.71	\$ 53.28	\$ 17.25	\$ 6,157.31	\$ 1.62	\$ -	\$ 84,448.65
Net CVB allocation	\$ 432,092.75	\$ 865,060.70	\$ 5,921.84	\$ 134,283.75	\$ 48,805.46	\$ 1,012.39	\$ 327.77	\$ 116,988.98	\$ 30.78	\$ -	\$ 1,604,524.42
Exhibition Center allocation	\$ 454,834.47	\$ 910,590.20	\$ 6,233.52	\$ 141,351.32	\$ 51,374.17	\$ 1,065.68	\$ 345.02	\$ 123,146.29	\$ 32.40	\$ -	\$ 1,688,973.07
Tourism Facility allocation	\$ 151,611.49	\$ 303,530.07	\$ 2,077.84	\$ 47,117.11	\$ 17,124.72	\$ 355.23	\$ 115.01	\$ 41,048.76	\$ 10.80	\$ -	\$ 562,991.02
Total remitted to CVB	\$ 1,038,538.71	\$ 2,079,180.96	\$ 14,233.20	\$ 322,752.17	\$ 117,304.35	\$ 2,433.29	\$ 787.80	\$ 281,184.04	\$ 73.98	\$ -	\$ 3,856,488.51
PAC allocation (remitted to Associated	\$ 303,222.98	\$ 607,060.13	\$ 4,155.68	\$ 94,234.21	\$ 34,249.45	\$ 710.45	\$ 230.02	\$ 82,097.53	\$ 21.60	\$ -	\$ 1,125,982.05
Municipality allocation to be retained by municipality	\$ 151,611.49	\$ 303,530.07	\$ 2,077.84	\$ 47,117.11	\$ 17,124.72	\$ 355.23	\$ 115.01	\$ 41,048.76	\$ 10.80	\$ -	\$ 562,991.02
Municipality portion of CVB allocation	\$ 22,741.72	\$ 45,529.51	\$ 311.68	\$ 7,067.57	\$ 2,568.71	\$ 53.28	\$ 17.25	\$ 6,157.31	\$ 1.62	\$ -	\$ 84,448.65
Total Amount retained by Municipality	\$ 174,353.21	\$ 349,059.58	\$ 2,389.52	\$ 54,184.67	\$ 19,693.43	\$ 408.51	\$ 132.26	\$ 47,206.08	\$ 12.42	\$ -	\$ 647,439.68
Net CVB allocation	\$ 1,604,524.42										
Exhibition Center allocation	\$ 1,688,973.07										
Tourism Facility allocation	\$ 562,991.02										
PAC allocation (remitted to Associated	\$ 1,125,982.05										
Total Amount retained by Municipality	\$ 647,439.68										
Total	\$ 5,629,910.24										

	Appleton	Grand Chute	Kaukauna	Kimberly	Little Chute	City Menasha	Vlg Fox Crossing	City Neenah	TwN Neenah	Sherwood	Total
Fox Cities CVB											
CVB Allocation	\$ 432,092.75	\$ 865,060.70	\$ 5,921.84	\$ 134,283.75	\$ 48,805.46	\$ 1,012.39	\$ 327.77	\$ 116,988.98	\$ 30.78	\$ -	\$ 1,604,524.42
Tour Facility Allocation	\$ 151,611.49	\$ 303,530.07	\$ 2,077.84	\$ 47,117.11	\$ 17,124.72	\$ 355.23	\$ 115.01	\$ 41,048.76	\$ 10.80	\$ -	\$ 562,991.02
	\$ 583,704.24	\$ 1,168,590.76	\$ 7,999.68	\$ 181,400.86	\$ 65,930.18	\$ 1,367.62	\$ 442.78	\$ 158,037.74	\$ 41.58	\$ -	\$ 2,167,515.44
Fox Cities Rm Tx Comm											
Expo Cntr Allocation	\$ 454,834.47	\$ 910,590.20	\$ 6,233.52	\$ 141,351.32	\$ 51,374.17	\$ 1,065.68	\$ 345.02	\$ 123,146.29	\$ 32.40	\$ -	\$ 1,688,973.07
PAC Allocation	\$ 303,222.98	\$ 607,060.13	\$ 4,155.68	\$ 94,234.21	\$ 34,249.45	\$ 710.45	\$ 230.02	\$ 82,097.53	\$ 21.60	\$ -	\$ 1,125,982.05
	\$ 758,057.45	\$ 1,517,650.34	\$ 10,389.20	\$ 235,585.53	\$ 85,623.62	\$ 1,776.13	\$ 575.04	\$ 205,243.82	\$ 54.00	\$ -	\$ 2,814,955.12
Municipality											
	\$ 174,353.21	\$ 349,059.58	\$ 2,389.52	\$ 54,184.67	\$ 19,693.43	\$ 408.51	\$ 132.26	\$ 47,206.08	\$ 12.42	\$ -	\$ 647,439.68

Fox Cities Hotel Room Tax Commission 2017-18 Appointments								9/18/2017
Term Started	Term Expires	Commissioner	Represents	Address	City	Phone	Email	Initials
January 2017	May 2018	Karen Harkness	City of Appleton	100 N. Appleton St.	Appleton WI 54911	920-832-6408	karen.harkness@appleton.org	
January 2017	May 2018	Tony Saucerman	City of Appleton	100 N. Appleton St.	Appleton WI 54911	920-832-6440	tony.saucerman@appleton.org	
January 2017	May 2018	Jay Schumerth	City of Appleton	333 W. College Ave.	Appleton WI 54911	920-733-8000	jays@radissonpapervalley.com	
January 2017	May 2018	Bruce Sherman	Town of Grand Chute	1900 W. Grand Chute Blvd	Grand Chute WI 54913	920-739-9323	bruce.sherman@grandchute.net	
January 2017	May 2018	Jim March	Town of Grand Chute	1900 W. Grand Chute Blvd	Grand Chute WI 54913	920-731-8645	jim.march@grandchute.net	
January 2017	May 2018	Jeff Nooyen	Town of Grand Chute	1900 W. Grand Chute Blvd	Grand Chute WI 54913	920-738-7724	jeff.nooyen@grandchute.net	
January 2017	May 2018	Mike Easker	City of Neenah	211 Walnut St.	Neenah WI 54956	920-886-6140	measker@ci.neenah.wi.us	
July 2017	May-18	Jim Gunz	City of Neenah	1142 Glenayre Drive	Neenah WI 54956	920-729-6358	attygunz@msn.com	
January 2017	May 2018	Al Schaefer	Village of Kimberly	1338 W. 4th Street	Kimberly, WI 54136	920-716-7033	aschaefer1338@gmail.com	
January 2017	May 2018	Dani Block	Village of Kimberly	515 W. Kimberly Avenue	Kimberly, WI 54136	920-730-1900	dblock@vokimberly.org	
January 2017	May 2018	Lee Meyerhoffer	City of Kaukauna	903 Shamrock Ct.	Kaukauna WI 54130	(920) 788-7500	lee.meyerhofer@kaukauna-wi.org	
January 2017	May 2018	Teri Matheny	Village of Little Chute	108 W. Main St.	Little Chute WI 54140	920-423-3855	teri@littlechutewi.org	
January 2017	May 2018	Thomas Wilde	Town of Neenah	163 Kuettel Ct.	Neenah WI 54956	920-725-0014	twilde@new.rr.com	
January 2017	May 2018	George Dearborn	Fox Crossing	2000 Municipal Dr.	Neenah WI 54956	920-720-7104	gdearborn@foxcrossingwi.gov	
January 2017	May 2018	John Jacobs	City of Menasha	140 Main St.	Menasha WI 54952	920-967-3630	jjacobs@ci.menasha.wi.us	
January 2017	May 2018	Bob Benz	Village of Sherwood	N7639 Lower Cliff Rd.	Sherwood WI 54169	920-989-1760	bobmarbenz7@aol.com	
June 2017	1 year	Deb Johnson	Hotelier	300 West College Ave.	Appleton, WI 54912-2016	(920) 749-0303	debj@copperleafhotel.com	
June 2017	1 year	Chuck Gifford	Hotelier	3809 W. Wisconsin Ave.	Appleton, WI 54914	(920) 730-3800	cgifford@wiscohoteles.com	

Fox Cities Room Tax Commission 2017 Transactions over \$1,000

Check payment	Date	Payee	Amount
AttyInvoicePay	3/24/17	Herrling Clark Law	2,079.00
AttyInvoicePay	12/21/17	Herrling Clark Law	7,520.00
			<u>\$ 9,599.00</u>



FOX CITIES

GREATER APPLETON

*Wisconsin's
Shopping Place™*

FOX CITIES CONVENTION & VISITORS BUREAU, INC.

2017 BOARD OF DIRECTORS

(E = Executive Committee)

Name		Representation	Municipality	Term
Lodging Representatives				
Minimum of 4; Intent to be equal to Municipal Reps.				
Jay Schumerth		Lodging	Appleton	2017 - 1
Deb Johnson, <i>Past-Chair</i>	E	Lodging	Appleton	2018 - 2
Randy Kliment	E	Lodging	Grand Chute	2017 - 3
Char Stankowski	E	Lodging	Little Chute	2018 - 1
Bob Dove, <i>Vice-Chair</i>	E	Lodging	Neenah	2017 - 2
David Viaene		Lodging	Fox Crossing	2018 - 1
Chuck Gifford		Lodging	Grand Chute	2018 - 1
Municipal Representatives				
One for each municipality generating at least 1% of FCCVB Room Tax Revenue				
Karen Harkness		Municipal	Appleton	2019 - 3
Jim March		Municipal	Grand Chute	2018 - 1
Adam Hammatt, <i>Chair</i>	E	Municipal	Kimberly	2018 - 2
James Fenlon	E	Municipal	Little Chute	2019 - 3
Chris Haese	E	Municipal	Neenah	2018 - 2
Members-at-Large – at least 3				
Matt Carpenter		At-Large	Appleton	2017 - 1
Dana Reader		At-Large	Appleton	2017 - 2
Maria VanLaanen, <i>Secretary</i>	E	At-Large	Appleton	2019 - 2
John Burgland, <i>Treasurer</i>	E	At-Large	Grand Chute	2019 - 3
Jan Smith		At-Large	Neenah	2019 - 3

Fox Cities CVB 2017 Transactions over \$1,000

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
Jan17AutoWdrwl	1/1/17	American Management Group	1000-00-00	6,000.00
Jan17AutoWdrwl	1/1/17	Network Health Plan	1000-00-00	3,442.27
22965	1/3/17	Craig Augustine Photography	1000-00-00	1,903.13
22966	1/3/17	b creative design & technology LLC	1000-00-00	4,121.25
22967	1/3/17	Circle Wisconsin Inc	1000-00-00	1,445.00
22968	1/3/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
22969	1/3/17	Going On Faith	1000-00-00	1,249.50
22972	1/3/17	MPI Wisconsin Chapter	1000-00-00	2,500.00
22974	1/3/17	Nei-Turner Media Group	1000-00-00	6,130.00
22978	1/3/17	United States Postal Service	1000-00-00	1,500.00
22979	1/3/17	Religious Conf Mgmnt Assn	1000-00-00	2,245.00
22986	1/3/17	Sports Events Magazine	1000-00-00	1,255.50
22991	1/4/17	Meredith	1000-00-00	6,630.00
Jan6AutoWdrwl	1/6/17	Principal Financial Group	1000-00-00	2,787.14
Jan6AutoWdrwl	1/6/17	Payroll Taxes	1000-00-00	4,462.04
Jan6DirectDep	1/6/17	Payroll	1000-00-00	13,126.25
22993	1/13/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
22997	1/13/17	Midwest Meetings	1000-00-00	2,000.00
22998	1/13/17	NCAA DIII Baseball-Fox Cities LOC	1000-00-00	2,000.00
23001	1/13/17	Small Market Meetings	1000-00-00	2,324.00
23002	1/13/17	Radio Results Network	1000-00-00	1,500.00
23004	1/13/17	W.A.C.V.B.	1000-00-00	4,000.00
23007	1/13/17	WI Interscholastic Athletic Assn	1000-00-00	1,331.00
23009	1/13/17	Wisconsin Society of Assn Executives	1000-00-00	3,500.00
23010	1/17/17	Times Printing	1000-00-00	20,432.13
Jan20AutoWdrwl	1/20/17	Principal Financial Group	1000-00-00	2,248.18
Jan17AutoWdrwl	1/20/17	Payroll Taxes	1000-00-00	5,471.51
Jan20DirectDep	1/20/17	Payroll	1000-00-00	11,664.90
Feb17AutoWdrwl	2/1/17	American Management Group	1000-00-00	6,000.00
Feb17AutoWdrwl	2/1/17	Network Health Plan	1000-00-00	3,442.27
Feb3PayrAutoWdrwl	2/3/17	Payroll Taxes	1000-00-00	3,787.95
Feb3PayrAutoWdrwl	2/3/17	Principal Financial Group	1000-00-00	2,263.74
Feb3DirectDep	2/3/17	Payroll	1000-00-00	11,000.60
23020	2/8/17	A2Z Design LLC	1000-00-00	2,100.00
23022	2/8/17	b creative design & technology LLC	1000-00-00	1,260.00
23026	2/8/17	Element Creative LLC	1000-00-00	1,800.00
23027	2/8/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23031	2/8/17	Nei-Turner Media Group	1000-00-00	1,865.00
Feb17AutoWdrwl	2/17/17	Payroll Taxes	1000-00-00	5,313.28
Feb17AutoWdrwl	2/17/17	Principal Financial Group	1000-00-00	2,271.44
Feb17DirectDep	2/17/17	Payroll	1000-00-00	11,403.20
1744	2/21/17	Kerber Rose & Associates SC	1000-10-00	1,250.00
23042	2/21/17	DMO Proz	1000-00-00	2,613.42
23044	2/21/17	Kerber Rose & Associates SC	1000-00-00	3,750.00
23048	2/21/17	Sports Facilities Advisory LLC	1000-00-00	6,625.00
23050	2/21/17	Wisconsin Public Radio	1000-00-00	1,023.00
23051	2/28/17	Element Creative LLC	1000-00-00	5,775.00
Mar17AutoWdrwl	3/1/17	Network Health Plan	1000-00-00	3,442.27
Mar17AutoWdrwl	3/1/17	American Management Group	1000-00-00	6,000.00
Mar3AutoWdrwl	3/3/17	Payroll Taxes	1000-00-00	3,907.99
Mar3AutoWdrwl	3/3/17	Principal Financial Group	1000-00-00	2,247.09
Mar3DirectDep	3/3/17	Payroll	1000-00-00	11,956.68
23056	3/9/17	4Imprint	1000-00-00	1,356.51
23057	3/9/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23060	3/9/17	Image Studios Inc	1000-00-00	3,307.50
23062	3/9/17	Meredith	1000-00-00	8,605.00
23063	3/9/17	Midwest Meetings	1000-00-00	3,000.00
23066	3/9/17	Thundera Multimedia Productions	1000-00-00	2,188.75
23067	3/9/17	We Energies	1000-00-00	1,358.48

Fox Cities CVB 2017 Transactions over \$1,000

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
23069	3/9/17	West Suburban Living Magazine	1000-00-00	1,356.00
Mar17AutoWdrwl	3/17/17	Principal Financial Group	1000-00-00	2,248.29
Mar17AutoWdrwl	3/17/17	Payroll Taxes	1000-00-00	3,984.64
Mar17DirectDep	3/17/17	Payroll	1000-00-00	11,773.30
23076	3/28/17	Appleton Ultimate Club	1000-00-00	1,925.00
23078	3/28/17	Going On Faith	1000-00-00	1,249.50
23081	3/28/17	Holiday Inn Select of Appleton	1000-00-00	2,844.14
23082	3/28/17	Meredith	1000-00-00	1,725.00
Mar31AutoWdrwl	3/31/17	Payroll Taxes	1000-00-00	6,308.60
Mar31AutoWdrwl	3/31/17	Principal Financial Group	1000-00-00	2,247.37
Mar31DirectDep	3/31/17	Payroll	1000-00-00	12,239.46
Apr17AutoWdrwl	4/1/17	Network Health Plan	1000-00-00	3,442.27
Apr17AutoWdrwl	4/1/17	American Management Group	1000-00-00	6,000.00
23096	4/13/17	Destination Marketing Assn Intl	1000-00-00	2,755.00
23098	4/13/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23103	4/13/17	Nei-Turner Media Group	1000-00-00	3,855.00
23110	4/13/17	WI High School Powerlifting Assn	1000-00-00	3,010.00
Apr14AutoWdrwl	4/14/17	Principal Financial Group	1000-00-00	5,765.39
Apr14AutoWdrwl	4/14/17	Payroll Taxes	1000-00-00	10,360.79
Apr14DirectDep	4/14/17	Payroll	1000-00-00	26,962.84
23115	4/25/17	b creative design & technology LLC	1000-00-00	1,386.00
23116	4/25/17	Connect	1000-00-00	7,100.00
23117	4/25/17	Geiger & Associates Public Relations	1000-00-00	2,228.17
23122	4/25/17	Wisconsin Department of Revenue	1000-00-00	1,200.00
Apr28AutoWdrwl	4/28/17	Payroll Taxes	1000-00-00	6,543.38
Apr28AutoWdrwl	4/28/17	Principal Financial Group	1000-00-00	2,248.52
Apr28DirectDep	4/28/17	Payroll	1000-00-00	11,776.66
May17AutoWdrwl	5/1/17	Network Health Plan	1000-00-00	3,442.27
May17AutoWdrwl	5/1/17	American Management Group	1000-00-00	6,000.00
23127	5/11/17	A2Z Design LLC	1000-00-00	9,999.68
23131	5/11/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23134	5/11/17	Kerber Rose & Associates SC	1000-00-00	5,275.00
23135	5/11/17	Meredith	1000-00-00	5,320.00
23137	5/11/17	Nei-Turner Media Group	1000-00-00	4,575.00
23145	5/11/17	Wisconsin Public Radio	1000-00-00	1,676.00
May12AutoWdrwl	5/12/17	Payroll Taxes	1000-00-00	3,996.81
May12AutoWdrwl	5/12/17	Principal Financial Group	1000-00-00	2,251.04
May12DirectDep	5/12/17	Payroll	1000-00-00	11,996.15
23147	5/22/17	A2Z Design LLC	1000-00-00	1,732.50
23148	5/22/17	Appleton East Youth Basketball Assn	1000-00-00	1,401.67
23149	5/22/17	American Cornhole Organization	1000-00-00	1,000.00
23150	5/22/17	Appleton North High School	1000-00-00	2,371.67
23152	5/22/17	b creative design & technology LLC	1000-00-00	2,205.00
23154	5/22/17	HOUR Media	1000-00-00	5,927.69
23155	5/22/17	Kimberly Area Youth Basketball Club	1000-00-00	1,401.66
May26AutoWdrwl	5/26/17	Principal Financial Group	1000-00-00	2,248.28
May26AutoWdrwl	5/26/17	Payroll Taxes	1000-00-00	5,505.10
May26DirectDep	5/26/17	Payroll	1000-00-00	11,957.77
Jun17AutoWdrwl	6/1/17	American Management Group	1000-00-00	6,000.00
Jun17AutoWdrwl	6/1/17	Network Health Plan	1000-00-00	3,442.27
23168	6/7/17	4Imprint	1000-00-00	1,619.86
23170	6/7/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23172	6/7/17	Insight Publications LLC	1000-00-00	1,220.00
23177	6/7/17	Tourism Economics, Inc.	1000-00-00	5,500.00
23178	6/7/17	Winnebago B2B LLC	1000-00-00	1,500.00
23183	6/7/17	Midwest Meetings	1000-00-00	3,000.00
Jun9AutoWdrwl	6/9/17	Principal Financial Group	1000-00-00	2,255.48
Jun9AutoWdrwl	6/9/17	Payroll Taxes	1000-00-00	3,883.17
Jun9DirectDep	6/9/17	Payroll	1000-00-00	11,332.92

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Check #	Date	Payee	Cash Account	Amount
June23AutoWdrwl	6/23/17	Principal Financial Group	1000-00-00	2,248.42
June17AutoWdrwl	6/23/17	Payroll Taxes	1000-00-00	5,475.94
Jun23FirectDep	6/23/17	Payroll	1000-00-00	12,015.90
1745	6/27/17	Kimberly Baseball Organization	1000-10-00	50,000.00
23187	6/27/17	b creative design & technology LLC	1000-00-00	1,968.75
23188	6/27/17	Going On Faith	1000-00-00	1,249.50
23190	6/27/17	Graphic Composition, Inc.	1000-00-00	1,228.50
23192	6/27/17	Meredith	1000-00-00	8,605.00
23199	6/27/17	West Suburban Living Magazine	1000-00-00	1,356.00
Jul17AutoWdrwl	7/1/17	Network Health Plan	1000-00-00	3,442.27
Jul17AutoWdrwl	7/1/17	American Management Group	1000-00-00	6,000.00
Jul7AutoWdrwl	7/7/17	Payroll Taxes	1000-00-00	3,956.43
Jul7AutoWdrwl	7/7/17	Principal Financial Group	1000-00-00	2,245.95
Jul7DirectDep	7/7/17	Payroll	1000-00-00	11,922.47
23206	7/11/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23211	7/11/17	PCI Data Systems, Inc.	1000-00-00	4,529.70
23212	7/11/17	Small Market Meetings	1000-00-00	2,074.00
Jul21AutoWdrwl	7/21/17	Payroll Taxes	1000-00-00	5,421.69
Jul21AutoWdrwl	7/21/17	John Hancock	1000-00-00	2,240.53
Jul21DirectDep	7/21/17	Payroll	1000-00-00	11,813.73
23225	7/25/17	HOUR Media	1000-00-00	5,927.69
23226	7/25/17	Liberty Mutual Insurance	1000-00-00	4,251.00
23229	7/25/17	Nei-Turner Media Group	1000-00-00	3,680.00
23231	7/25/17	Valley Insurance Associates Inc	1000-00-00	1,145.00
23237	7/25/17	A2Z Design LLC	1000-00-00	1,260.00
Aug17AutoWdrwl	8/1/17	Network Health Plan	1000-00-00	3,442.27
Aug17AutoWdrwl	8/1/17	American Management Group	1000-00-00	6,000.00
Aug4AutoWdrwl	8/4/17	John Hancock	1000-00-00	2,355.79
Aug4AutoWdrwl	8/4/17	Payroll Taxes	1000-00-00	3,957.24
Aug4DirectDep	8/4/17	Payroll	1000-00-00	12,005.99
23239	8/7/17	Epiphany Law LLC	1000-00-00	6,211.00
23240	8/7/17	Fox Cities Performing Arts Center	1000-00-00	2,400.00
23241	8/7/17	Geiger & Associates Public Relations	1000-00-00	4,428.57
23243	8/7/17	Insight Publications LLC	1000-00-00	1,220.00
23245	8/7/17	Nei-Turner Media Group	1000-00-00	1,740.00
Aug18AutoWdrwl	8/18/17	John Hancock	1000-00-00	2,355.71
Aug18AutoWdrwl	8/18/17	Payroll Taxes	1000-00-00	5,442.40
Aug18DirectDep	8/18/17	Payroll	1000-00-00	11,706.71
23261	8/22/17	b creative design & technology LLC	1000-00-00	1,722.00
23263	8/22/17	Mach IV	1000-00-00	4,736.50
Sept17AutoWdrwl	9/1/17	American Management Group	1000-00-00	6,000.00
Sept17AutoWdrwl	9/1/17	Network Health Plan	1000-00-00	3,442.27
Sept1AutoWdrwl	9/1/17	John Hancock	1000-00-00	2,355.58
Sept1AutoWdrwl	9/1/17	Payroll Taxes	1000-00-00	3,803.77
Sept1DirectDep	9/1/17	Payroll	1000-00-00	11,236.89
23267	9/7/17	A2Z Design LLC	1000-00-00	1,050.00
23270	9/7/17	US Travel Association	1000-00-00	1,025.00
23271	9/7/17	Geiger & Associates Public Relations	1000-00-00	4,666.66
23274	9/7/17	Meredith	1000-00-00	10,640.00
23275	9/7/17	Nei-Turner Media Group	1000-00-00	4,575.00
23278	9/7/17	PCI Data Systems, Inc.	1000-00-00	1,785.00
Sept15AutoWdrwl	9/15/17	Payroll Taxes	1000-00-00	3,910.70
Sept15AutoWdrwl	9/15/17	John Hancock	1000-00-00	2,349.80
Sept15DirectDep	9/15/17	Payroll	1000-00-00	11,697.09
23288	9/28/17	b creative design & technology LLC	1000-00-00	2,877.00
23292	9/28/17	HOUR Media	1000-00-00	5,927.69
23293	9/28/17	Mach IV	1000-00-00	3,903.50
23299	9/28/17	Small Market Meetings	1000-00-00	2,074.00
Sept29AutoWdrwl	9/29/17	Payroll Taxes	1000-00-00	6,190.27

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Sept29AutoWdrwl	9/29/17	John Hancock	1000-00-00	2,355.41
Sept29DirectDep	9/29/17	Payroll	1000-00-00	11,735.98
Oct17AutoWdrwl	10/1/17	American Management Group	1000-00-00	6,000.00
Oct17AutoWdrwl	10/1/17	Network Health Plan	1000-00-00	3,442.27
23304	10/11/17	b creative design & technology LLC	1000-00-00	3,953.25
23310	10/11/17	Geiger & Associates Public Relations	1000-00-00	4,666.66
23314	10/11/17	Nei-Turner Media Group	1000-00-00	1,740.00
23324	10/11/17	West Suburban Living Magazine	1000-00-00	1,356.00
Oct13AutoWdrwl	10/13/17	Payroll Taxes	1000-00-00	3,895.17
Oct13AutoWdrwl	10/13/17	John Hancock	1000-00-00	2,362.03
Oct13DirectDep	10/13/17	Payroll	1000-00-00	11,701.24
23329	10/24/17	A2Z Design LLC	1000-00-00	1,548.75
23330	10/24/17	b creative design & technology LLC	1000-00-00	4,383.75
23333	10/24/17	Midwest Meetings	1000-00-00	3,000.00
23334	10/24/17	Nei-Turner Media Group	1000-00-00	2,767.50
Oct27AutoWdrwl	10/27/17	Payroll Taxes	1000-00-00	5,421.10
Oct27AutoWdrwl	10/27/17	John Hancock	1000-00-00	2,355.39
Oct27DirectDep	10/27/17	Payroll	1000-00-00	11,829.41
Nov17AutoWdrwl	11/1/17	American Management Group	1000-00-00	6,000.00
Nov17AutoWdrwl	11/1/17	Network Health Plan	1000-00-00	3,442.27
23338	11/9/17	b creative design & technology LLC	1000-00-00	3,244.50
23340	11/9/17	Geiger & Associates Public Relations	1000-00-00	4,666.66
23343	11/9/17	Meredith	1000-00-00	4,500.00
23344	11/9/17	Nei-Turner Media Group	1000-00-00	1,865.00
23346	11/9/17	Radio Results Network	1000-00-00	3,000.00
23347	11/9/17	Red Shoes PR Inc	1000-00-00	1,750.00
Nov10AutoWdrwl	11/10/17	Payroll Taxes	1000-00-00	3,919.92
Nov10AutoWdrwl	11/10/17	John Hancock	1000-00-00	2,355.21
Nov10DirectDep	11/10/17	Payroll	1000-00-00	11,815.58
23355	11/21/17	b creative design & technology LLC	1000-00-00	2,257.50
23358	11/21/17	HOUR Media	1000-00-00	5,927.69
23359	11/21/17	C H Johnson Consulting Inc	1000-00-00	6,318.61
23360	11/21/17	Kobussen Trailways	1000-00-00	1,341.00
23361	11/21/17	Mach IV	1000-00-00	8,475.52
23364	11/21/17	West Suburban Living Magazine	1000-00-00	1,356.00
Nov17AutoWdrwl	11/24/17	Payroll Taxes	1000-00-00	9,391.06
Nov24 AutoWdrwl	11/24/17	Electronic Filing	1000-00-00	7,858.07
Nov24 AutoWdrwl	11/24/17	John Hancock	1000-00-00	2,438.72
Nov24DirectDep	11/24/17	Payroll	1000-00-00	11,688.33
1746	11/28/17	City of Menasha	1000-10-00	1,650.00
23370	11/28/17	Fox Cities Sign	1000-00-00	2,158.67
Dec17AutoWdrwl	12/1/17	American Management Group	1000-00-00	6,000.00
Dec17 AutoWdrwl	12/1/17	Network Health Plan	1000-00-00	3,442.27
23377	12/8/17	Geiger & Associates Public Relations	1000-00-00	4,666.66
23379	12/8/17	Tempest/IDSS Global LLC	1000-00-00	6,000.00
23380	12/8/17	Insight Publications LLC	1000-00-00	1,220.00
23382	12/8/17	Midwest Meetings	1000-00-00	3,000.00
23384	12/8/17	Munroe Studios, Inc.	1000-00-00	6,809.88
23385	12/8/17	Nei-Turner Media Group	1000-00-00	1,740.00
23387	12/8/17	United States Postal Service	1000-00-00	2,000.00
23388	12/8/17	Radio Results Network	1000-00-00	3,000.00
Dec8AutoWdrwl	12/8/17	John Hancock	1000-00-00	2,362.21
Dec8DirectDep	12/8/17	Payroll	1000-00-00	11,405.23
1748	12/12/17	The Building for Kids	1000-10-00	50,000.00
1749	12/15/17	Bergstrom Mahler Museum	1000-10-00	5,600.00
23396	12/21/17	A2Z Design LLC	1000-00-00	10,062.50
23397	12/21/17	Atlas Pro AV LLC	1000-00-00	2,700.00
23399	12/21/17	Blue Door Consulting LLC	1000-00-00	1,058.40
23404	12/21/17	La Crosse Graphics	1000-00-00	23,206.60

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23407	12/21/17	Red Shoes PR Inc	1000-00-00	2,122.50
23410	12/21/17	Wisconsin Media	1000-00-00	1,025.00
Dec22AutoWdrwl	12/22/17	Payroll Taxes	1000-00-00	4,831.26
Dec22AutoWdrwl	12/22/17	John Hancock	1000-00-00	2,214.33
Dec22DirectDep	12/22/17	Payroll	1000-00-00	10,474.93
Total				\$ 1,214,352.70