



TOWN OF RIB MOUNTAIN

Where Nature, Family & Sport Come Together

TOURISM COMMISSION

OFFICIAL NOTICE & AGENDA

This agenda shall serve as notice for the regular meeting of the Town of Rib Mountain Tourism Commission, which is to be held on **JUNE 13, 2023; 4:30 P.M. AT THE TOWN OF RIB MOUNTAIN MUNICIPAL CENTER, 227800 SNOWBIRD AVENUE**. Said meeting shall be called in accordance with Wis. Stats. §19.83 and §19.84. The Board, other Commissions, and Committees of the Town may attend for purposes of gathering information. Subject matter for consideration and possible action follows:

- 1) Call to Order
- 2) Roll Call
- 3) Comments From the Public Related to Agenda Items
- 4) Approve Minutes of the [May 16, 2023](#)
- 5) Discussion and Action on [Renewal of Wausau/Central Wisconsin Convention & Visitor Bureau Agreement](#)
- 6) Reports from Commission Members
- 7) Reports from Staff
- 8) Future Agenda Items
- 9) Adjourn

Allen Opall (GR)

Commission Chair

6/8/2023

Date

***NOTICE:** Attendees may also join the meeting virtually via phone, tablet, or computer via [Zoom \[external link\]](#) or by phone at [\(312\) 626-6799](#) with Meeting ID **988 1629 4558**. If you require special accommodations, please contact the Town of Rib Mountain at [\(715\) 842-0983](#) during normal office hours (8:00 AM – 4:30 PM, Monday through Friday).

Rib Mountain Tourism Commission
May 16, 2023
Meeting Minutes

Chair Al Opall called the Rib Mountain Tourism Commission to order at 5:04 p.m. at the Town of Rib Mountain Municipal Center, 227800 Snowbird Avenue.

Present were Commissioners Fred Schaefer, Cory Sillars, Gerry Klein (arrived at 5:10), Brad Conklin, and Nick Patel excused.

Also present were Administrator Rhoden, Development Director Grande, Finance Director Dunbar, Superintendent Turner, CVB Director Tim White and Clerk Kolden.

Comments from the public related to agenda items- None

Approval of minutes from the April 6, 2023, Tourism Commission Meeting

Supervisor Conklin requested an amendment to the minutes that it was requested from Iron Bull to provide a balance sheet and Rib Mountain logo presentation on their website for their multiple grant requests.

Motion by Schaefer/Patel to approve the minutes of the April 6, 2023, Meeting with the requested amendment.

Questioned and carried 5/0.

Discussion and Action of Funding for Self-Service Kayak Rental

Superintendent Turner brought this back from February 23, 2023, and April 4, 2023, Tourism meetings. Staff followed up several questions and included this information at the previous meeting. Staff were requested to check with references. Three communities in Illinois were contacted and had mixed reviews. All considered it a great addition to the community but had issues with the hardware and software. Rent Fun was very responsive, but they still occurred more than expected. The cost/benefit ratio was yet to be determined. Rent Fun is currently installing systems in Calumet County, Oshkosh, and Onalaska, WI. Discussion took place regarding the consideration of a Kayak vending system at Gulliver's Landing. The Supervisors all like the idea but have concerns over the cost and the who, what, where and when if issues arise. It was stated that there are some updates to the waterway coming from the Great Pinery Waterways group that will enhance the kayak experiences in the area. Schaefer suggested waiting 1 year to let the other things unfold this next year and bring this back in February.

No motion direction given to staff to bring this back next February.

Discussion and Action of Funding for Rib Mountain Activity Book - CVB

Administrator Rhoden introduced the request of the grant application from the Wausau/Central Wisconsin Convention & Visitor Bureau for a family activity book featuring fun facts and myths of Rib Mountain. The book would be around 22 pages long. There will also be a one-page coloring page that will be distributed to local restaurants and other partners. The back cover would have Rib Mountain's logo and a link to the Town's website. Mr. White spoke about the grant request of \$5000.00 for the Activity book. It would be around 25 pages of fun facts & historical information, branded for Rib Mountain and a 1-page menu type for restaurants. It could have a QR code to link additional places or things in the area. Supervisor Schaefer is concerned about selling the book but likes the idea and is willing to try it. Discussion took place on the details of where the books would be sold, how much, the 1-page vs the full book. Supervisors would like to see the books in the following locations Rib Mountain State Park, Town Hall, and Hotels.

Motion by Schaefer/Patel to approve the amount of \$5000 for this project, with Staff and Supervisor Klein work out the details with CVB and not to sell them.

Questioned and carried 6/0.

Discussion and Action of Application Modification

Administrator Rhoden advised that at the previous Tourism Commission meeting, it was requested to review the maximum amounts awarded per organization per year. The current application identifies the maximum amount for the application, not the organization. The application was adjusted to reflect that the grant amount is \$10,000 and a maximum amount per organization is \$20,000. Discussion took place on the amounts that others grant in the area.

Motion by Schaefer/Klein to approve the modifications.

Questioned and carried 6/0.

Discussion and Action of Additional Funding for Kayak Launch Amenities

Superintendent Turner advised at the March 1, 2022, Tourism Commission Meeting, at total of \$53,500 was approved for the Kayak Launch at Gulliver's Landing. This included \$43,500 for the ADA Kayak Launch and an estimate of \$10,000 in amenities. During construction of the project, it was determined that additional amenities were needed including a hand railing for ADA compliance and restroom facilities with vinyl fence for screening. An additional \$5,500 is needed to complete the project for a total of \$59,000. Discussion took place on the remaining items needed to complete the project.

Motion by Klein/Patel to approve the amount of \$5,500 from Tourism Funding.

Questioned and carried 6/0.

Discussion and Review of Tourism Funding Balance and Policy

Administrator Rhoden mentioned that the list was provided from the previous meeting, in addition Sculptures was added to the list as that has been mentioned before. The Finance Director wanted to verify the list for audit process and if the balance is questioned. The project consideration list is currently camping facilities, trail around Rib Mountain State Park, trail connecting the state park and nine-mile, snow making equipment for nine-mile, sculptures at the corridor. Discussion took place on the various projects, the unknown costs, and the addition of logo signage going from Town to Village. Sillars mentioned possible putting a sign on the new Sanitary building. Discussion continued with the addition of snowmobile access and trails.

No Motion.

Reports from Commission Members- Klein & Sillars nothing currently. Patel mentioned that April was very slow not sold out for the senior PGA Tourney rates are getting adjusted. Most people seem to be using rentals. Schaefer nothing currently. Conklin mentioned that fishing was good on Lake Wausau this past weekend and offered his help to Tim White as Conklin used to be a guide for the area. Also wanted to mention the Wings over Wausau, it was a great show last year and it's the second year.

Reports from Staff- Nothing currently.

Motion by Klein/Patel to Motion to move into Closed Session

Pursuant to Wisconsin Statute Sections §§19.85 (1) (e), of the Wisconsin Statutes for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, including discussion of the following:

- a) Renewal of Wausau/Central Wisconsin Convention & Visitor Bureau Agreement

Questioned and carried. 4/0/2

Opall & Patel, both excused themselves as they are on the CVB Board.

Closed Session

**Motion by Klein/Sillars to return to Open Session
Questioned and carried 4/0**

Discussion and Action of Renewal of Wausau/Central Wisconsin Convention & Visitor Bureau
Agreement

**Motion by Schaefer/Klein to direct staff to work with CVB to come up with a new 1yr contract at the current participation rates, that promotes Rib Mountain more prominent on their website and other promotional materials and guarantees no comingling of our funds with any other organization outside of the CVB, bring back to the next Tourism meeting.
Questioned and carried 4/0/2 (Opall & Patel abstained)**

Future Agenda Items- Contract

Adjourn – Motion by Schaefer/Conklin to adjourn at 6:18 p.m. Questioned and carried 6/0.

Respectively submitted by
Lynnae Kolden, Town Clerk

Note: These minutes are not to be considered official until acted upon at an upcoming regular meeting, therefore, they are subject to revision.



TOWN OF RIB MOUNTAIN

ITEM: Renewal of Wausau/Central Wisconsin Convention & Visitor Bureau

ISSUES: Attached you will find a draft renewal agreement with the Wausau/Central Wisconsin Convention & Visitor Bureau (CVB). Track changes is turned on to point out modifications. The Administrator worked with the Town Attorney to make revisions based on feedback from the Tourism Commission members.

Revisions included the following: emphasis on identifying Rib Mountain in promotional materials and requirement of the CVB to notify Rib Mountain of any anticipated expenditure of tax funds that will be used to promote or enhance programming or events of another entity or organization. Other changes included minor language clean-up.

FISCAL IMPACT: TBD

ACTION TO BE TAKEN:

1. Motion to approve attached draft agreement as presented.
2. Motion to approve draft agreement with the following modifications:
3. Motion to deny and send back to staff for further review.

TOURISM ENTITY AGREEMENT

This **TOURISM ENTITY AGREEMENT** ("Agreement") is entered into by and between the Town of Rib Mountain Room Tax Commission ("Commission") and the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation ("CVB").

WHEREAS, the Town of Rib Mountain ("Town"), is authorized by the laws of Wisconsin to impose, collect, and distribute a portion of the proceeds of hotel/motel room taxes to promote and develop tourism and for the purpose of improving the economic well-being of the entire community, and has funded such a program since at least 1994; and

WHEREAS, the Town has enacted an ordinance imposing 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 pursuant to Sec. 66.0615 Wis. Stats. ("Room Tax Act"); and

WHEREAS, within the Room Tax Ordinance, the Town has imposed a Room Tax of eight percent (8 percent); and

WHEREAS, the Town has created a Room Tax Commission ("Commission") to oversee the proper expenditures of room taxes in accordance with the requirements of the Room Tax Act; and

WHEREAS, the Commission desires to enter into a contract with the CVB, as a qualifying "tourism entity" as defined in Section (l)(f) of the Room Tax Act, for it to provide the Commission with staff, support services and assistance in developing and implementing programs that foster tourism promotion and tourism development in the Town to visitors as provided in Section (l)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with the Commission; and

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

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.
 - a. "CVB" shall mean the Wausau Central Wisconsin Convention & Visitors Bureau, Inc., a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.

- b. "Room Tax" shall mean 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 pursuant to the Room Tax Act.
- c. "Municipality" shall mean the governmental unit as identified in this Agreement in which an operating lodging property is located, and which collects a room tax.
- d. "Remitted Room Taxes" shall mean the amount of room taxes that the Town has collected and will forward to the CVB under this Agreement.
- e. "Room Tax Act" shall mean Section 66.0615 Wis. Stats., as amended during the term of this Agreement.
- f. "Tourism promotion and tourism development" means any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under Section (Im) (a) of the Room Tax Act may be imposed, that are owned by different persons and located within a municipality in which a tax is in effect:
 - 1. Marketing projects, including but not limited to advertising media buys, creation, and efforts to recruit conventions, sporting events, programs, or motor coach groups.
 - ii. Transient tourist informational services.
 - iii. Tangible municipal development, including a convention center.
 - iv. Room taxes shall not be used to construct or develop a lodging facility.

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 Room Tax Revenues generated in the Municipality under the provisions of the Room Tax Act and spent in accordance with the requirements of the Room Tax Act.

4. Room Tax Revenues.

- a. The Town has imposed and will collect an eight percent (8 percent) room tax on transient visitors who stay at the lodging properties within the Town.
- b. The Commission, in turn, will remit a portion of its annual appropriation for the purposes of tourism promotion and tourism development in the Town on a quarterly basis, within 45 days after the end of each calendar quarter. The

appropriation shall be the first three percent (3.0) percent) of the total receipts collected in hotel/motel taxes by the Town. The appropriation comprised of the first two and half percent (2.5 percent) shall be used for general tourism promotion. The remaining half percent (0.5 percent) shall be used for the purposes related exclusively for the Sports Authority. The CVB shall be responsible for providing reports to the Commission ~~minimally~~ at least twice a year on the efforts of the CVB to promote visits to Rib Mountain ~~through the use of~~ fusing the Sports Authority funding.

5. Appointment of Tourism Entity. The Commission hereby appoints the CVB as a tourism entity referenced in the Room Tax Act.

6. CVB Responsibilities. The CVB shall be responsible for the following:

a. Promotion. The CVB will provide information and exposure for the Town as part of the overall tourism promotion and tourism development of the region. The Town will be prominently displayed and promoted on the CVB website and all promotional materials (i.e. banners, presentation signage, letterhead, etc.) The Town will be identified as ~~an~~ active participant in the tourism promotion and development activities of the CVB.

b. The CVB will be required to obtain staff, support services, and assistance in developing and implementing programs to promote tourism promotion and tourism development with the Town.

~~b~~c. Any notices or documentation required to be provided to the Town or its Commission by the CVB shall be forwarded to the Town Chair and Chairperson of the Commission. It is further acknowledged that, upon reasonable prior notice, the CVB will attend meetings called by the Town or its Room Tax Commission to discuss issues pertaining to room tax collection and expenditures and otherwise cooperate to achieve the purposes of the Room Tax Act.

~~e~~d. Accounting. The CVB shall provide the Town or its Commission with an accounting of the activities engaged in by the CVB and the expenditures of the room tax revenues, on a quarterly basis, and the CVB shall have not more than thirty (30) days following each quarter to provide such information. Additionally, the CVB shall provide ~~to~~ the Town or its Commission with a copy of its annual audit within thirty (30) days of it having been produced.

~~e~~e. All quarterly activities reports must include specific information on the type of marketing that took place to promote the Town of Rib Mountain. All reports on the use of funds to promote the Town with monies appropriated for the Sports Authority shall describe the efforts of the CVB and the purposes of the ~~expenditures~~ expenditure. These reports must be sent to the Town Chair, Town Administrator and Town Finance Director via email.

~~e~~f. The Executive Director, or their representative, must appear in front of the

Rib Mountain Tourism Commission on a quarterly basis if a meeting is held for each year of this Agreement.

fg. Financial Budget Plan. Not later than January 1 of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan and Plan of Business for the year. This Plan of Business shall be made available to the Town or its Commission within thirty (30) days of the Town's or Commission's written request for the same. The parties agree that the Financial Budget Plan may be revised from time to time and, if so, the Town or its Commission will be so notified and provided with a revised Financial Budget Plan. It is understood that the Town or its Commission shall have no approval rights of the Financial Budget Plan but may provide comment or recommendation to the CYB which may be implemented at the CYB's discretion.

gh. Reports. The CYB agrees to prepare a separate DOR Form that is created and provided by the Department of Revenue ("DOR") for the Town, on or before April 1 beginning in 2021 as provided in Section (4) of the Room Tax Act, unless an extension in filing the Form to the DOR has been approved. If so, the CYB shall submit the DOR Form to the Town on or before thirty (30) days before it is due to the DOR. The Town and its Commission agree to cooperate with the CYB in completing this form.

hi. Compliance. The CYB agrees to comply with applicable laws pertaining to its non-profit status.

ij. Miscellaneous. The CYB agrees not to use tax funds collected from Rib Mountain room tax for any legal action that involves other municipal entities.

k. The CVB agrees not to use tax funds collected from Rib ~~mountain~~Mountain room tax to fund any expenditures or to support or assist any other organization or entity in developing any program, services, or activities of that organization. The CVB also agrees to notify the Town of any anticipated expenditure of tax funds that are to be used to promote or enhance the programing or events of another entity or organization.

7. Acknowledgement of Compliance. The CYB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight percent (8%) by the Town complies with the Room Tax Act.

8. Deficient Payments by Commission. The parties agree that they shall work together toward the collection of any deficient amounts owed by the Commission; and the parties shall cooperate with the Town to assist it in the collection of any deficient amounts owed by any operator required to collect and remit Room Tax proceeds under the Town Ordinance.

9. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) by the CYB:

- a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CYB's failure to do so by the Town or its Commission, as applicable.
- b. The failure to provide a Financial Budget Plan hereunder after thirty (30) days written notice of CYB's failure to do so by the Town or its Commission.

- c. The failure to provide the DOR Form to the Commission hereunder, unless excused by the Commission or the CYB is unable to provide the form in a timely manner due to circumstances beyond its control.

10. Term.

- a. This Agreement shall remain in effect for a period of one-year (twelve (12) months) from the earliest date of signing of this Agreement by both parties.
- b. The Town or its Commission shall have the right to give notice of termination of this Agreement at any time during its term with a minimum of thirty (30) day notice prior to the beginning of each calendar quarter. Rib Mountain will still be liable for room tax owed during the quarter that notice is given.
- c. The Town or its Commission may terminate this Agreement at any time with a thirty (30) day notice: (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 the Room Tax Revenues for purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (30) days of the CYB's receipt of written notice from the Town or its Room Tax Commission containing a sufficient description of the material breach alleged; or (ii) the CYB is no longer acting as a "tourism entity" as defined in the Room Tax Act.
- d. In the event of termination, the funds in the Room Tax Account shall be the property of the Town or its Commission. All funds paid by the Town in the possession of the CVB shall remain the property of CYB. The Commission shall make no further remittances to the CYB under this Agreement.

Following termination, the Commission shall have no further obligation to the CVB. However, the obligations of CYB to provide an accounting or audit as described in Paragraph (6) (c) and (d) and a Plan as described in Paragraph (6) (f), shall survive termination of this Agreement.

Following termination, the Commission shall have no further obligation to the CYB. However, all parties are still obligated for their financial responsibilities for any future business commitments that may have been offered prior to termination.

11. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.

12. Severability. If any provision or provisions of this Agreement shall be held to be invalid by a court of competent jurisdiction, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.

13. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin and shall be governed by the laws of the State

of Wisconsin.

14. 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.

15. 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.

16. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto 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.

17. Authority. In signing this Agreement, the parties 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, comprising 17 paragraphs, as of the earliest date first above written below.

TOWN OF RIB MOUNTAIN ROOM TAXCOMMISSION

By:

Allen Opall
Chair

Date

Attest:

Lynnae Kolden
Clerk

Date

WAUSAU CENTRAL WISCONSIN CONVENTION & VISITORS BUREAU, INC.

By:

Yeeleng Xiong
Board Chair

Date

Attest:

Board Secretary

Date

Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on 5/26/2023 9:57:49 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Agreement Extension 05.20.2023.pdf	
Modified filename: Agreement Extension 05.26.2023.pdf	
Changes:	
<u>Add</u>	25
Delete	18
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	43