



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 **JULY 18, 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 [June 13, 2023](#)
- 5) Discussion and Action on [Renewal of Wausau/Central Wisconsin Convention & Visitor Bureau Agreement](#)
- 6) Discussion and Action on [Tourism Funding for Parking Lot at Sandy's Bark Park](#)
- 7) Reports from Commission Members
- 8) Reports from Staff
- 9) Future Agenda Items
- 10) Adjourn

Allen Opall (LK)

Commission Vice Chair

7/13/2023

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
June 13, 2023
Meeting Minutes

Chair Allen Opall called the Rib Mountain Tourism Commission to order at 5:03 p.m. at the Town of Rib Mountain Municipal Center, 227800 Snowbird Avenue.

Present were Commissioners Fred Schaefer, Brad Conklin, and Nick Patel. Gerry Klein and Cory Sillars were excused.

Also present were Administrator Rhoden, Development Director Grande, CVB Director Tim White and Jodi Maguire and Deputy Clerk Raechel Tessen.

Comments from the public related to agenda items- None

Approval of minutes from the May 16, 2023, Tourism Commission Meeting

Supervisor Schaefer requested to remove the word “excused” to the present Commissioners as all were present at that meeting.

Motion by Schaefer/Patel to approve the minutes of the May 16, 2023, Meeting with the requested minor change.

Questioned and carried 4/0.

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

Administrator Rhoden presented the draft renewal agreement with the Wausau/Central Wisconsin Convention & Visitor Bureau (CVB). Revisions were made with the Town’s Attorney based on the feedback from the Tourism Commission members from the previous meeting. Items underlined/strikethrough show changes made. Discussion took place on the following but was not limited to 6a and 6k. Conklin stated that there are references to CYB that should be changed to CVB. Administrator Rhoden stated that with incorporation and the possible change, this agreement states “Town” multiple times, this agreement would be carried over if the Town becomes a Village. Schaefer and Conklin discussed suggestions regarding the emphasis on identifying Rib Mountain that would need to be presented and promoted with the CVB on all promotional materials. The idea of adding communities involved with the CVB on any displays, the website, and promotional materials was highly encouraged by the Commission. CVB Director Tim White asked questions regarding the highlighted changes to the contract for further clarification. Schaefer stated that Administrator Rhoden and staff will work with Mr. White to change the language that stays consistent with what was spoken upon to create an agreement.

No action taken. Agreement to come back to the Tourism Commission next meeting.

Reports from Commission Members- None.

Reports from Staff- Opall mentioned the Rib Mountain Lions Club Steak Fry event next Tuesday, June 20th. Tickets are on sale at the municipal center.

Future Agenda Items- Revisit the CVB draft renewal agreement.

Adjourn – Motion by Patel/Schaefer to adjourn at 5:13 p.m. Questioned and carried 4/0.

Respectively submitted by
Raechel Tessen, Deputy Clerk

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

DRAFT



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). The Administrator worked with the Executive Director of the CVB and the Town Attorney to make revisions based on feedback from the Tourism Commission members.

Revisions included the following: clearer definition of promotion under Section 6 of the agreement, marketing responsibilities, and use of the "Visit Wausau" branding.

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 at least twice a year on the efforts of the CVB to promote visits to Rib Mountain using 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. CVB will actively promote Town locally on website, stationary, local PR, merchandise, flyers, workshops, events and conferences. CVB will also promote the municipality as a sponsor/supporter of the CVB when appropriate.

CVB will use location-based marketing and geotargeting when promoting municipalities attractions including social media, blog articles, geofencing, Local SEO and email marketing. CVB will also give strong consideration to outward marketing when it benefits the end user audience based on research and data. (i.e. Badger State Games that occur in Rib Mountain, Wausau, Marathon, International Ginseng Festival, etc.)

Municipality understands that “Visit Wausau” is the marketing name used on outward facing marketing to promote the entire region, not any one municipality. CVB is committed to promoting the attractions and amenities that visitors enjoy located in the municipality and will actively reach out to all organizations. Additionally, CVB will actively communicate with all municipalities partners informing them of new tools and programs the CVB is initiating.
 - 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.
 - 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.
 - 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 the Town or its Commission with a copy of its annual audit within thirty (30) days of it having been produced.

- 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 expenditure. These reports must be sent to the Town Chair, Town Administrator and Town Finance Director via email.
- 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.
- g. 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.
- h. 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.
- i. Compliance. The CYB agrees to comply with applicable laws pertaining to its non-profit status.
- j. 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 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



ITEM: Request for Funding - Sandy's Bark Park Phase III Parking Lot

ISSUE: On July 12, 2023 the Town received bids for Sandy's Bark Park Phase III parking lot. Attached are the bid tabulations and construction plans. Parking lot lighting is not included in the parking lot plans or cost estimates.

Funding is needed for the project as indicated below.

FISCAL IMPACT:

- Estimated construction costs are \$70,000. \$61,000 for parking lot construction and approximately \$7,000 to \$9,000 for landscaping by the Town.
- The Park Commission approved up to \$30,00 from the Parkland Fund
- The General Park Fund has a balance of \$63,000. A majority of this was donated by the Austin Living Trust and it is recommended to utilize \$20,000.
- An additional \$20,000 is needed

ACTION TO BE TAKEN:

1. Approve funding for Sandy's Bark Park Parking Lot in the amount of _____
2. Deny the request for funding.



TOWN OF RIB MOUNTAIN

Bid Tabulation
Sandy's Bark Park Expansion Phase III Parking Lot
July 12, 2023 10:00 A.M.

Item No.	Item	Unit	Estimated Quantity	PGA., Inc.		Worden Enterprises		Zilisch Asphalt	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	LS	1	\$2,500.00	\$2,500.00	\$872.10	\$872.10	\$2,500.00	\$2,500.00
2	Tracking Pad	LS	1	\$0.01	\$0.01	\$2,113.70	\$2,113.70	\$950.00	\$950.00
3	Silt Fence	LS	325	\$4.50	\$1,462.50	\$2.80	\$910.00	\$4.00	\$1,300.00
4	Site Clearing & Grubbing	Acre	0.5	\$0.01	\$0.01	\$3,300.00	\$1,650.00	\$8,000.00	\$4,000.00
5	Strip & Stockpile Topsoil - Assume 6" Depth	SY	1,850	\$2.00	\$3,700.00	\$1.02	\$1,887.00	\$5.00	\$9,250.00
6	Common Excavation	CY	30	\$15.00	\$450.00	\$95.00	\$2,850.00	\$25.00	\$750.00
7	Import, Place, Compact Fill	CY	90	\$20.00	\$1,800.00	\$30.00	\$2,700.00	\$17.25	\$1,552.50
8	Base Aggregate Dense 1 1/4-Inch , 8 inch	CY	350	\$30.00	\$10,500.00	\$35.24	\$12,334.00	\$24.90	\$8,715.00
9	Export Excess Topsoil	CY	305	\$15.00	\$4,575.00	\$5.65	\$1,723.25	\$13.80	\$4,209.00
10	HMA Pavement, 3 inch	SY	1,550	\$22.00	\$34,100.00	\$20.65	\$32,007.50	\$28.86	\$44,733.00
11	Pavement Marking and Signing	LS	1	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00	\$1,885.00	\$1,885.00
Bid Total					\$60,087.52		\$60,067.55		\$79,844.50

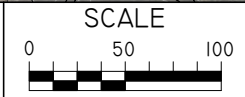


DRAWING FILE: P:\19100-9199\9189 - Rib Mountain Dog Park - Phase 3\Drawings\19189-C020-OVERLAY.dwg LAYOUT: C020
 PLOTTED: JUN 22, 2023 - 10:29AM PLOTTED BY: CORYS

REI Engineering, INC.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784, FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



**CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING**



DATE	REVISION	BY	CHKD	SURVEYED BY: JMM, CLF	DESIGNED BY: CSS	SURVEY DATE: 4/6 & 4/9/2022
				SURVEY CHKD BY:	CIVIL CHKD BY: JJB	CIVIL DATE: 6/22/2023
				SURVEY APVD BY:	CIVIL APVD BY: JJB	DRAWN BY: TAW

OVERLAY SITE PLAN
 RIB MOUNTAIN SANDY'S BARK PARK - PHASE III PARKING LOT
 THRU AVENUE
 RIB MOUNTAIN, WISCONSIN

REI
 REI No. 9189
 SHEET C020

