



## **TOWN OF RIB MOUNTAIN**

Where Nature, Family & Sport Come Together

[www.townofribmountain.org](http://www.townofribmountain.org)

227800 Snowbird Avenue  
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# **OFFICIAL NOTICE & AGENDA**

## **RIB MOUNTAIN TOURISM COMMISSION**

The Rib Mountain Tourism Commission will meet at the Rib Mountain Municipal Center, 227800 Snowbird Avenue, Wausau, Wisconsin 54401 on Tuesday, September 29, 2020 at 5:00 pm.

1. Call to Order
2. Roll Call
3. Approve Minutes of the 9/03/2019 Tourism Commission Meeting
4. Reports from Commission Members
5. Reports from Staff
6. Future Agenda Items
7. Consideration of motion to adjourn into closed session pursuant to Section 19.85(1)(f) of the Wisconsin Statutes for the purpose of considering the investment of public funds which for competitive reasons requires a closed session, including discussion regarding Town contribution to Convention and Visitors Bureau.

8. Adjourn

The Commission will adjourn from the closed session without reconvening into open session

\_\_\_\_\_  
Commission Chair

\_\_\_\_\_  
Date

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information, no action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice.

In addition to attendance in person at the location described above, Board members and the public may attend by telephone conference. Persons wishing to attend the meeting by phone should contact Joanne Ruechel at 715-842-0983 24 hours prior to the start time of the meeting for further instructions.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Clerk for the Town of Rib Mountain at 715-842-0983.

**Rib Mountain Tourism Commission**  
**September 3, 2019**  
**Meeting Minutes**

Chairman Allen Opall called the Rib Mountain Tourism Commission to order at 5:45 p.m. at the Town of Rib Mountain Municipal Center, 3700 North Mountain Road. Present were Commissioners Jim Legner, Gerry Klein, Brad Conklin, and Fred Schaefer and Nick Patel.

Also present were Administrator Gaylene Rhoden, Finance Director Nicole Dunbar and Town Clerk Joanne Ruechel.

Approval of minutes from the 8/6/2019 Tourism Commission Meeting - Motion by Legner/Conklin to approve the minutes of the August 6, 2019 Tourism Commission Meeting. Questioned and carried 6:0.

Discussion and Possible Approval of Sponsorship for Bike Summit- Administrator Rhoden passed out a letter from Wisconsin Bike Fed before the meeting. They asked for a donation of up to \$3,000 for the annual bike summit which will be held in the Wausau area on October 4<sup>th</sup> and 5<sup>th</sup>, 2019. Administrator Rhoden stated that this would be a very positive event to have in the Wausau area.

Supervisor Klein stated that he may be going to the bike summit and he will be the Town representative.

**Motion by Klein to give the Wisconsin Bike Fed a donation of \$1,000. The motion died due to lack of a second.**

**Motion by Legner/Patel to give the Wisconsin Bike Fed a donation of \$1,500. Questioned and carried 6:0.**

The funds will be coming from the tourism account.

Reports from Commission Members – Supervisor Schaefer stated that he recently stayed at a hotel that offered free beer and wine to people staying at the hotel. He feels that this might be a draw for the local hotels if they started to do that.

Reports from Staff –Administrator Rhoden stated that she mailed a letter to Richard Barrett of the Central Wisconsin Visitor’s Bureau regarding “Meetings Mean Business”. The Town is concerned because money that has been given to the Visitor’s Bureau and has not been used. Richard Barrett did acknowledge receiving the letter.

Richard Barrett of the Central Wisconsin Visitor’s Bureau also asked Administrator Rhoden to provide him with a letter of support for a destination grant. She will be mailing the letter to Mr. Barrett shortly.

Future Agenda Items – Mr. Patel stated that the polka fest will be coming back to the area. The polka fest organization has not asked the Town of Rib Mountain for any support to bring the event to Town. Administrator Rhoden will email the representative from the polka fest to see what their intentions are.

**Adjourn – Motion by Legner/Schafer to adjourn at 5:56 p.m. Questioned and carried 6:0.**

Submitted by  
Joanne Ruechel  
Clerk

DRAFT

## 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") on this 21 day of DECEMBER 2016.

**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%); 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 Wisconsin 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 (1)(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 (1)(b)4 of the Room Tax Act and the CVB desires to enter into such a contract with its Room Tax Commission; and

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

**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. The municipality shall impose a room tax in the amount of eight {8%}

- percent.
- 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 (1m) (a) of the Room Tax Act may be imposed, that are owned by different persons and located with a municipality in which a tax under this section is in effect.
    - i. 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 as stated in paragraph 2.
  4. Room Tax Revenues. The Town has imposed and will collect an 8% room tax on transient visitors who stay at the lodging properties within the Town.
    - a. The Commission, in turn, will remit a portion of its annual appropriation for the purposes of tourism and 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 2.5% room tax of the 8% collected by the municipality for general tourism promotion. The next 0.5% of room tax collected shall be used for the Sports Authority and the subsequent 0.5% of room tax collected shall be used for the Meetings Mean Business program.
  5. Appointment of Tourism Entity. The Commission, hereby appoint the CVB as a tourism entity referenced in the Room Tax Act.
  6. CVB Responsibilities. The CVB shall be responsible for the following:
    - a. Administrative Support. 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. Any notices or documentation required to be provided to the Town or its Commission by the CVB shall be forwarded to the Town Chair or 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 statute.
    - b. Accounting. The CVB shall provide the Town or its Commission with an accounting of the activities and of 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 respond; additionally, the CVB shall provide to the Town or its Commission, a copy of its annual audit within thirty (30) days of it having been produced.

- c. **Financial Budget Plan.** Not later than January 1 of each year, or as otherwise agreed, the CVB shall generate a written Financial Budget Plan 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 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 CVB which may be implemented at the CVB's discretion.
  - d. **Reports.** The CVB 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 2017 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 CVB 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 agrees to cooperate with the CVB in completing this form.
  - e. **Compliance.** The CVB agrees to comply with applicable laws pertaining to its non-profit status.
7. **Acknowledgement of Compliance.** The CVB acknowledges and agrees that the imposition of a total Room Tax in the amount of eight (8%) percent 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 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 CVB:
    - a. The failure to provide an accounting or audit hereunder after thirty (30) days written notice of CVB'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 CVB'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 CVB is unable to provide the form in a timely manner due to circumstances beyond its control.
  10. **Term.** This Agreement shall remain in effect for a period of two (2) years from the date of this Agreement (the "Initial Term"). After the two year period, the agreement shall renew for successive periods of 1 (one) year, unless either party provides notice no later than 90 (ninety) days prior to the expiration of the Initial Term or unless the Agreement is terminated as follows:
    - a. The Town or its 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 the Room Tax revenues for

purposes outside of which are permitted by the Room Tax Act, which material breach is not cured within thirty (60) days of the CVB'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 CVB is no longer acting as a "tourism entity" as defined in the Room Tax Act.

- b. In the event of termination, the funds in the Room Tax Account shall be the property of the Town or its Commission. All other funds in the possession of the CVB shall remain the property of CVB. However, the Commission shall make no further remittances to the CVB under this Agreement.
  - c. Following termination, the Commission shall have no further obligation to the CVB. However, the obligations of CVB to provide an accounting or audit as described in paragraph (6) (b) and a report as described in paragraph (6) (d), shall survive termination of this Agreement.
  - d. Following termination, the Commission shall have no further obligation to the CVB. 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, 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 date first above written.

**TOWN OF RIB MOUNTAIN ROOM TAX COMMISSION**

By: Allen Opall  
Allen Opall, Chair

Attest: Jessica Trautman  
Jessica Trautman, Clerk

**WAUSAU CENTRAL WISCONSIN CONVENTION & VISITORS BUREAU, INC.**

By: Richard J. Bennett  
Executive Director

Attest: Gmaguni  
Secretary