

**TOURISM COMMISSION**

**April 20, 2021 at 5:00 P.M.**

EDGERTON CITY HALL  
12 ALBION STREET  
EDGERTON, WI

NOTE: PER EMERGENCY ORDER - FACE COVERINGS ARE REQUIRED

**REMOTE PARTICIPATION:** To participate or view the meeting, please select the link to the meeting listed on the **calendar events** on the City website's home page at [www.cityofedgerton.com](http://www.cityofedgerton.com).

1. Call to Order; Roll Call.
2. Confirmation of appropriate meeting notice posted Friday, April 16, 2021.
3. Approve April 12, 2021 minutes.
4. Discuss marketing plan.
5. Set next meeting date, location and future agenda items.
6. Adjourn.

cc: Commission Members                      All Council Members                      Department Heads  
City Engineer                                      Newspapers

**NOTICE:** If a person with a disability requires that the meeting be accessible or that materials at the meeting be in an accessible format, call the City Administrator's office at least 6 hours prior to the meeting to request adequate accommodations. Telephone: 884-3341.

**APRIL 12, 2021**  
**EDGERTON AREA TOURISM COMMISSION MINUTES**

Theresa Johnson called the meeting to order at 6:00 p.m. Committee members present were Andy Walton (remote), Kim Olson, Theresa Johnson and Casey Langan. Also present were City Administrator Ramona Flanigan, James Kapellen, Christine Rebout (remote) and Sam Martino (remote).

Flanigan confirmed the meeting agendas were properly posted on Friday, April 9, 2021 at the Post Office, Edgerton Library, City Hall, Town of Fulton, and the Town of Albion.

**MINUTES:** A Langan/Olson motion to approve the March 23, 2021 minutes passed on a 3/0 roll call vote.

**DISCUSS CONTRACT WITH JANESVILLE AREA CONVENTION AND VISITORS BUREAU:**  
The Commission discussed the details of the contract with the Janesville Area Convention and Visitors Bureau (JACVB) to serve as the Commission's Tourism Entity. A list of policy questions to complete the contract were given to the Commission members.

Casey Langan wished to propose that a portion of the revenue be kept on hand for the Commission to offer a small grant program that would directly fund new and existing tourism such as local events. Langan suggested 10% of 2020 and 2021.

An Olson/Langan motion to include \$20,000 from the 2020 revenue in the contract and keep the balance to use directly passed on a 4/0 roll call vote.

An Olson/Langan motion to allocate 90% of the 2021 funds to the Tourism Entity and retain 10% to use directly passed on a 4/0 roll call vote.

A Langan/Olson motion to set the contract term for the end of 2022 with two 1-year extensions passed on a 4/0 roll call vote.

A Johnson/Langan motion to allow up to 50% of the funds given to the Entity, as a maximum for administration and the other 50% be spent on other services passed on a 4/0 roll call vote.

A Johnson/Langan motion to approve the contract with JACVB with the amendments, based on a review by Commission member Olson passed on a 4/0 roll call vote.

**SET NEXT MEETING DATE, LOCATION, AND FUTURE AGENDA ITEMS:**

The Commission stated they would like to approve the marketing plan put together by the Entity at the next meeting. The next meeting was set for April 20<sup>th</sup> at 5:00 pm

Being no other business before the Commission, an Langan/Olson motion to adjourn passed, on a 4/0 roll call vote.

Ramona Flanigan, City Administrator/wjl  
City of Edgerton

## TOURISM ENTITY AGREEMENT

This TOURISM ENTITY AGREEMENT ("Agreement") is entered into by and between the Edgerton Area Tourism Commission ("Commission"), in accordance with §66.0615 Wis. Stat. ("Room Tax Act"), and the Janesville Area Convention & Visitors Bureau, Inc., ("JACVB") a Wisconsin Non-Profit 501(c) (6) Non-Stock Corporation on \_\_\_\_\_, 2021

**WHEREAS**, the JACVB qualifies as a "tourism entity" as that term is defined in the Room Tax Act; and

**WHEREAS**, the Commission and the JACVB desire to enter into a contract in which the JACVB will provide the staff, support services and assistance in developing and implementing tourism promotion and development in the greater Edgerton area; and

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

**WHEREAS**, the parties have determined that the execution of this Agreement is in the best interest of the Commission to coordinate tourism promotion and development and comply with the Room Tax Act;

**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. "JACVB" shall mean the Janesville Area 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 and Room Tax Ordinance.
  - c. "Room Tax Act" shall mean §66.0615 Wis. Stat., as amended from time to time.
  - d. "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 pursuant to the Room Tax Act adopted by the municipalities that make up the Tourism District, the Town of Albion, the Town of Fulton and City of Edgerton. The Commission currently imposes a room tax of 5% on tourists who stay at lodging properties within the greater Edgerton area.

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 by the Commission under the provisions of the Room Tax Act and Room Tax Ordinance.
4. JACVB to Provide Tourism Promotion and Development. The Commission hereby designates the JACVB as its tourism entity as required under the Room Tax Act and the JACVB agrees to develop and implement tourism promotion and development programs to promote the greater Edgerton area to tourists as provided in the Room Tax Act.
5. JACVB Room Tax Revenue. The Commission agrees to forward to the JACVB \$20,000 within 30 days of the effective date of this Agreement from Room Taxes imposed in 2020. The Commission agrees to forward to the JACVB 90% of Room Taxes imposed in 2021 and 2022. For the years 2021 and 2022, payments will be made to JACVB on a quarterly basis on the following dates: April 30, July 31, October 31 and January 31 of each year.

Should this Agreement be extended beyond December 31, 2022 (under the terms set forth in Section 10a.), the Commission will determine the percentage of Room Taxes that will be forwarded to the JACVB in the Extension Year(s).

If following the execution of this Agreement, the Wisconsin Room Tax Act changes the distribution as to what the Commission can retain and what it must forward to the JACVB upon written notice of either party, the parties agree to re-negotiate section 5 of the Agreement.

6. Use of Room Tax Revenues. The JACVB agrees to use the room tax revenue it receives to promote and develop tourism in the greater Edgerton area as defined in the Room Tax Act and to make the greater Edgerton area a tourism destination. The parties agree that room tax revenues may also be used by the JACVB for its administrative costs, such as, staffing costs, and other costs associated with the performance of its obligations under this Agreement. The JACVB agrees that its administrative costs shall be reasonable and necessary and shall not exceed 50% of total funds transferred to JACVB for each of the years 2020, 2021, and 2022. If the Extension Year(s) provision in section 10a. is applicable, administrative costs for those years shall be included and subject to approval, in accordance with the Budget as described in Section 8c.
7. Acknowledgement of Compliance. The JACVB acknowledges and agrees that the imposition of a room tax as specified above complies with the Room Tax Act, and all other applicable statutes.
8. JACVB Responsibilities. In addition to those other duties and responsibilities set forth herein, the JACVB shall be responsible for the following:
  - a. Accounting. The JACVB will provide the Commission (through the Clerks of each municipality) with an accounting which supports JACVB expenditures of room tax revenue and all additional information which relates to JACVB's operations relating to this Agreement.

Confidentiality. The parties agree that the Commission may disclose all JACVB records that are used by the JACVB to support its expenditures of room tax revenues and which are used to support the information provided in the JACVB Room Tax Annual Report as provided in section 8b. below to anyone. With respect to information related to the JACVB's operations but not used or necessary to support JACVB expenditures of room tax revenues under this Agreement and which are deemed by the JACVB to be confidential and proprietary, the Commission agrees to keep such information confidential and not subject to disclosure. If, unless otherwise required by law, the Commission deems it necessary to disclose any records or information that the JACVB deems to be confidential and proprietary, the Commission agrees to provide the JACVB with at least ten (10) business days prior written notice, to allow JACVB to take legal action to prevent such disclosure, if any.

- b. JACVB Room Tax Annual Report ("Report"). Not later than April 1<sup>st</sup> of each year, the JACVB shall provide the Commission a Report, which information is intended to be used by the Commission on a form that the Commission must provide to the Wisconsin Department of Revenue ("DOR") on or before May 1<sup>st</sup>. The Report shall specify the amount of all room tax revenues it received from the Commission in the previous year and a detailed account of all expenditures of room tax revenue. The JACVB agrees to certify to the Commission the truth and accuracy of the Report. The JACVB further agrees to provide the Commission with a proposed DOR Room Tax Report, if one is created by the DOR. If DOR reporting requirements or deadlines change, JACVB will provide Commission the report information necessary to file no later than 30 days prior to the DOR deadline.
- c. Budget. The JACVB agrees to provide a written, proposed Budget to the Commission for approval which provides all projected expenses and revenues. The budget shall describe proposed and/or planned tourism promotion, development activities, and administrative costs by October 1<sup>st</sup> for the upcoming year.

9. 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 JACVB:

- a. The failure to provide the Commission with the Room Tax Annual Report as required herein. However, upon request of the JACVB, the Commission will give the JACVB an additional ten (10) days to cure. If, however, the Commission is granted an extension by the Department of Revenue, then the JACVB will be given additional time to prepare the Report so that the Commission can file a timely Certified Report with the Department of Revenue.
- b. The failure to provide the Commission with the financial records that support the Report as required herein after thirty (30) days written notice of JACVB's failure to do so by the Commission, provided that if the JACVB cannot in good faith provide the financial records within the thirty (30) days of notice but has begun the process to provide such information, the cure period shall be extended an additional thirty (30) days to allow for JACVB's good faith compliance.

- c. The failure to provide the Commission with the Budget as required herein after thirty (30) days written notice of JACVB's failure to do so by the Commission, provided that if the JACVB cannot in good faith provide the Budget within the thirty (30) days of notice but has begun the process to provide such information, the cure period shall be extended an additional thirty (30) days to allow for JACVB's good faith compliance.

#### 10. Termination.

- a. This Agreement shall remain in effect from the execution date of this Agreement until December 31, 2022, and shall automatically renew thereafter for two, successive increments of one year ("Extension Years") each, unless either party provides written notice ("Termination Notice") to the other party no less than 90 days prior to the Agreement expiration date. If either party timely gives a Termination Notice to the other party pursuant to the previous sentence, then this Agreement shall expire on December 31 of the current year period.
- b. Notwithstanding the above, this Agreement can be subject to termination earlier if any of the following occur:
  - 1. The Commission may terminate this Agreement at any time if the JACVB commits an Event of Default that is not cured within the applicable time period.
  - 2. The Commission may terminate this Agreement at any time if it is found that (i) the JACVB, 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 Act; or (ii) the JACVB is no longer acting as a "Tourism Entity" as defined in the Room Tax Act. 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 to the JACVB. The JACVB shall have thirty (30) days to cure said breach. The Commission may terminate the Agreement if the JACVB fails to cure said breach within the thirty (30) day cure period.
  - 3. In the event of termination, the funds in the JACVB's Account as they relate to its receipt of room tax revenue shall be the property of the Commission. All other funds in the possession of JACVB shall remain the property of JACVB. However, the Commission shall make no further remittances to the JACVB under this Agreement and those revenues shall instead be temporarily retained by the Commission until such time as they can be forwarded to another tourism entity as defined by the Room Tax Act.
  - 4. The Commission may terminate this Agreement and be free from all obligations hereunder in the event that the State of Wisconsin changes 66.0615 Wis. Stat. or any subsequent corresponding statute, are enacted

which affects the Commission's ability to spend room tax revenues for the overall goals contained in this Agreement. The Commission may terminate under this circumstance and must give the JACVB at least one hundred eighty (180) days termination notice.

5. Following termination, the Commission shall have no further obligation to the JACVB. However, JACVB shall remain under the duty to provide an accounting as requested and the audit as described above in this Agreement, through the date of termination.
11. Modification. This Agreement shall not be modified without an express written agreement executed by all 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. All questions concerning this Agreement and the performance hereunder shall be judged and resolved in accordance with the laws of Wisconsin.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 as of the date first above written.

**Janesville Area Convention  
and Visitors Bureau**

**Edgerton Area Tourism Commission**

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Commission Chairperson

By: \_\_\_\_\_

Commission Vice Chairperson