



**TOURISM COMMISSION
WEDNESDAY, JULY 8, 2020 – 4:00PM**

**CITY HALL, COUNCIL CHAMBERS
THE CITY OF LAKE GENEVA IS HOLDING MEETINGS VIRTUALLY WITH LIMITED
CAPACITY IN COUNCIL CHAMBERS TO COMPLY WITH SOCIAL DISTANCING DUE TO
THE CORONAVIRUS (COVID-19) PANDEMIC. HERE'S HOW YOU CAN PARTICIPATE:**

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AGENDA

Committee Members: Chairperson, (to be elected), Vice Chair, (to be elected), Secretary (to be elected), Brian Waspi, Dana Trilla, Zakia Pirzada, & Linda Moritz
Alderpersons: Rich Hedlund, Mary Jo Fessenmaier

- 1) Call meeting to order by Alderperson Hedlund
- 2) Roll Call
- 3) Election of Tourism Commission Officers (assume positions immediately after election).
 - a) Chair
 - b) Vice Chair
 - c) Secretary / Recorder
- 4) Comments from the public limited to 5 minutes, limited to items on this agenda
- 5) Approval of the Tourism Commission minutes from March 11, 2020
- 6) Update from Tourism Entity (Visit Lake Geneva) on Promotional Activity, Calendar, and Hotel Performance
- 7) Update from Lake Geneva Business Improvement District (BID) on Events and Activity
- 8) Written financial update provided by Comptroller regarding Room Tax Dollars Collected, Financials, current Budget & Disbursements

- 9) Discussion/Action on Tourism Promotional Grant Program and Requests:
 - a.) Geneva Lake Museum grant request for extension to date TBD
 - b.) Regional News Bacon Fest grant request for extension to 2021
 - c.) “Art in the Park” affirmation of grant previously awarded for 2020
 - d.) Guidelines for future grant applications
 - e.) Status of previously awarded tourism grants
 - f.) Geneva Lake Astrophysics and Steam (GLAS) grant request for “Geneva Lake Star Parties 2020”
- 10) Discussion of Tourism Entity Agreement between Visit Lake Geneva and the City of Lake Geneva
- 11) Future meeting agenda items (Tentative next meeting date Wednesday, August 12, 2020, 4pm)
- 12) Adjourn

*This is a meeting of the Tourism Commission.
No official City Council action will be taken; however, a quorum of the Council may be present.*

7/6/2020 12:00 pm

cc: Tourism Commissioners, Mayor, Administrator

**TOURISM COMMISSION MINUTES
WEDNESDAY, MARCH 11, 2020 – 4:00PM
CONFERENCE ROOM 2A, CITY HALL**

Committee Members: Chairperson, Tammie Carstensen, Vice Chair, Brian Waspi, John Trione, Dana Trilla Alderpersons: Rich Hedlund, Shari Straube

Meeting called to order 4:00 p.m.

Roll Call: Chairperson, Carstensen, Vice Chair, Waspi, John Trione, Dana Trilla
Ald. Hedlund, Excused Absent: Ald. Straube

Comments from the public limited to 5 minutes, limited to items on this agenda
None

Approval of the Tourism Commission minutes from February 12, 2020

Ald. Hedlund motioned to approve the February 12, 2020 minutes, second by Waspi. Motion carried 5-0.

Update from Stephanie Copsey (Independent Contractor for Tourism Commission) Meet at the Lake Promotional Activity

Copsey was absent due to illness, but the DRAFT MATL brochure was distributed to the group.

Update from Tourism Entity (Visit Lake Geneva) on Promotional Activity, Calendar, and Hotel Performance

Update from Lake Geneva Business Improvement District (BID) on Events and Activity

Cocoa Crawl was very successful and they're seeing good engagement for the upcoming Wine Walk. Upcoming ½ Marathon for Saturday, July 11th with the BID. BID will submit the marketing grant next month.

Written financial update provided by Comptroller regarding Room Tax Dollars Collected, Financials, current Budget & Disbursements

Waspi noted that error in Copsey Line Item s/b available funding really \$110K

Discussion/Action proposed event evaluation to be included in grant guidelines

Motion by Trione to make changes as noted, second by Waspi. Motion carried 5-0.

Move Item #4 add to the grant forms are you considering applying for a grant next year.

Discussion renewal of Tourism Agreement with VISIT Lake Geneva

Chairman Carstensen distributed the current contract with Destination Marketing Organization, VISIT Lake Geneva for review and made some suggestions

Ald. Straube arrived at 4:45 pm

Discussion/Action on Tourism Promotional Grant Program and Requests:

Geneva Lake Art Association: Art Fair

Motion by Waspi to approve the \$10,000 for GLAA, second by Hedlund. Motion carried 6-0.

Grand Mission Special Olympics Fundraiser

Will come back next month with an updated grant request.

Future meeting agenda items and next meeting date – April 8, 2020 at 4:00 pm

Trione motion to adjourn, second by Trilla. Motion carried 6-0.

This is a meeting of the Tourism Commission.

No official City Council action will be taken; however, a quorum of the Council may be present.

CITY OF LAKE GENEVA
BALANCE SHEET
JUNE 30, 2020

FUND 47 - TOURISM

<u>ASSETS</u>			
47-00-00-11111	FUND CASH	127,171.60	
	TOTAL ASSETS		<u>127,171.60</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
47-00-00-21100	ACCOUNTS PAYABLE	367.47	
	TOTAL LIABILITIES		367.47
<u>FUND EQUITY</u>			
47-00-00-34800	UNRESERVED FUND BALANCE	338,077.81	
	REVENUES OVER EXPENDITURES - YTD	(211,273.68)	
	TOTAL FUND EQUITY		<u>126,804.13</u>
	TOTAL LIABILITIES & EQUITY		<u>127,171.60</u>

Account Number	Account Title	2020-20 Period Actual	2020-20 Current year Actual	Current year Budget	Variance Current year	% of Budget
TOURISM						
TOURISM						
47-00-00-41210	ROOM TAX	.00	.00	447,765.00	447,765.00	.00
47-00-00-48110	INTEREST INCOME	.00	785.28	3,500.00	2,714.72	22.44
47-00-00-49100	APPL. PRIOR YR APPROPRIATIONS	.00	.00	75,136.00	75,136.00	.00
Total TOURISM:		.00	785.28	526,401.00	525,615.72	.15
47-00-00-57100	HOTEL/MOTEL ASSN-CHAM OF COM	.00	50,000.00	190,625.00	140,625.00	26.23
47-00-00-57210	EVENTS COORDINATOR	2,666.00	18,662.00	32,000.00	13,338.00	58.32
47-00-00-57212	EVENTS COORDINATOR-RIVIERA	2,666.00	18,662.00	.00	18,662.00-	.00
47-70-00-57150	PROMOTIONAL GRANT	.00	44,626.27	85,000.00	40,373.73	52.50
47-70-00-57155	TOURISM MUNICIPAL DEVELOPMENT	588.97	4,972.69	143,640.00	138,667.31	3.46
47-70-00-59400	TRANSFER TO CAPITAL PROJECTS	.00	75,136.00	75,136.00	.00	100.00
TOURISM Expenditure Total:		5,920.97	212,058.96	526,401.00	314,342.04	40.28
Net Total TOURISM:		5,920.97-	211,273.68-	.00	211,273.68	.00
Net Grand Totals:		5,920.97-	211,273.68-	.00	211,273.68	.00

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
FUND CASH			05/31/2020 (05/20) Balance	47-00-00-11111			132,725.10
06/30/2020	CA-CD	15	CDA Fund Allocation - Created: 06/12/20 11:37			110.75-	
06/30/2020	CA-CD	25	CDA Fund Allocation - Created: 06/19/20 3:20 P			110.75-	
06/30/2020	CA-CD	34	CDA Fund Allocation - Created: 06/26/20 4:36 P			5,332.00-	
			06/30/2020 (06/20) Period Totals and Balance		.00 *	5,553.50- *	127,171.60
ACCOUNTS PAYABLE			05/31/2020 (05/20) Balance	47-00-00-21100			.00
06/30/2020	AP	364	Summary Transactions from AP System			110.75-	
06/30/2020	AP	504	Summary Transactions from AP System			478.22-	
06/30/2020	AP	663	Summary Transactions from AP System			5,332.00-	
06/10/2020	CDA	73663	TIME WARNER CABLE		110.75		
06/19/2020	CDA	73783	TIME WARNER CABLE		110.75		
06/24/2020	CDA	73794	STEPHANIE LYNN LAKE GENEVA LLC		5,332.00		
			06/30/2020 (06/20) Period Totals and Balance		5,553.50 *	5,920.97- *	367.47-
UNRESERVED FUND BALANCE			05/31/2020 (05/20) Balance	47-00-00-34800			338,077.81-
			06/30/2020 (06/20) Period Totals and Balance		.00 *	.00 *	338,077.81-
INTEREST INCOME			05/31/2020 (05/20) Balance	47-00-00-48110			785.28-
			06/30/2020 (06/20) Period Totals and Balance		.00 *	.00 *	785.28-
YTD Encumbrance	.00	YTD Actual	-785.28 Total	-785.28	YTD Budget	-3,500.00	Unearned 2,714.72
HOTEL/MOTEL ASSN-CHAM OF COMM			05/31/2020 (05/20) Balance	47-00-00-57100			50,000.00
			06/30/2020 (06/20) Period Totals and Balance		.00 *	.00 *	50,000.00
YTD Encumbrance	.00	YTD Actual	50,000.00 Total	50,000.00	YTD Budget	190,625.00	Unexpended 140,625.00
EVENTS COORDINATOR			05/31/2020 (05/20) Balance	47-00-00-57210			15,996.00
06/23/2020	AP	632	STEPHANIE LYNN LAKE GENEVA LLC		2,666.00		
			**Desc: EVENTS COORDINATOR-RIVIERA-JUL 2020				
			06/30/2020 (06/20) Period Totals and Balance		2,666.00 *	.00 *	18,662.00
YTD Encumbrance	.00	YTD Actual	18,662.00 Total	18,662.00	YTD Budget	32,000.00	Unexpended 13,338.00
EVENTS COORDINATOR-RIVIERA			05/31/2020 (05/20) Balance	47-00-00-57212			15,996.00
06/23/2020	AP	633	STEPHANIE LYNN LAKE GENEVA LLC		2,666.00		
			**Desc: EVENTS COORDINATOR-RIVIERA-JUL 2020				
			06/30/2020 (06/20) Period Totals and Balance		2,666.00 *	.00 *	18,662.00
YTD Encumbrance	.00	YTD Actual	18,662.00 Total	18,662.00	YTD Budget	.00	Unexpended (18,662.00)
PROMOTIONAL GRANT			05/31/2020 (05/20) Balance	47-70-00-57150			44,626.27
			06/30/2020 (06/20) Period Totals and Balance		.00 *	.00 *	44,626.27
YTD Encumbrance	.00	YTD Actual	44,626.27 Total	44,626.27	YTD Budget	85,000.00	Unexpended 40,373.73
TOURISM MUNICIPAL DEVELOPMENT			05/31/2020 (05/20) Balance	47-70-00-57155			4,383.72
05/08/2020	AP	328	TIME WARNER CABLE		110.75		
			**Desc: RIV WIRELESS-MAY				
06/08/2020	AP	439	TIME WARNER CABLE		110.75		
			**Desc: INTERNET SVC-JUN				

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
06/13/2020	AP	490	THE KNOT WORLDWIDE INC. **Desc: RECEPTION VENUES-SUBSCRIPT		367.47		
06/30/2020 (06/20) Period Totals and Balance					588.97 *	.00 *	4,972.69
YTD Encumbrance	.00	YTD Actual	4,972.69 Total	4,972.69 YTD Budget	143,640.00 Unexpended	138,667.31	
TRANSFER TO CAPITAL PROJECTS							
			05/31/2020 (05/20) Balance	47-70-00-59400			75,136.00
06/30/2020 (06/20) Period Totals and Balance					.00 *	.00 *	75,136.00
YTD Encumbrance	.00	YTD Actual	75,136.00 Total	75,136.00 YTD Budget	75,136.00 Unexpended	.00	
Number of Transactions: 14 Number of Accounts: 10					Debit	Credit	Proof
Total TOURISM:					11,474.47	11,474.47-	.00
Number of Transactions: 14 Number of Accounts: 10					Debit	Credit	Proof
Grand Totals:					11,474.47	11,474.47-	.00

Report Criteria:

- Actual Amounts
- Only Accounts With Balances
- Summarize Payroll Detail
- Print Period Totals
- Print Grand Totals
- Include Only Description Comments
- Page and Total by FUND
- All Segments Tested for Total Breaks
- [Report].Account Number = "47000011111"- "47700059400"

City of Lake Geneva
Room Tax Collected

7/6/2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2020	39,779	51,767	25,847	4,853	31,011								\$153,257
2019	27,965	37,224	43,433	30,937	56,398	93,156	153,806	130,330	85,803	68,945	37,352	32,890	798,239
2018	23,434	32,031	43,138	29,084	54,673	91,833	129,480	110,071	74,349	55,748	28,602	29,228	701,671
2019 YTD	27,965	37,224	43,433	30,937	56,398	93,156	153,806	130,330	85,803	68,945	37,352	31,236	796,585
2018 Est.	30,393	32,085	39,847	31,408	53,438	89,747	136,020	114,738	79,981	59,660	31,530	29,968	728,815
2017	21,065	27,000	32,970	34,202	49,245	84,253	124,773	103,812	79,790	54,288	28,636	27,787	667,820
2018 YTD	23,434	48,065	81,035	115,237	164,481	248,734	373,507	477,320	557,109	611,397	640,033	667,820	667,820
L3Y YTD	30,393	62,478	102,325	133,732	187,171	276,918	412,938	527,675	607,656	667,316	698,846	728,815	728,815
L3Y Mo%	4.2%	4.4%	5.5%	4.3%	7.3%	12.3%	18.7%	15.7%	11.0%	8.2%	4.3%	4.1%	100.0%
L3Y Avg	30,393	32,085	39,847	31,408	53,438	89,747	136,020	114,738	79,981	59,660	31,530	29,968	728,815
2020	39,779	51,767	25,847	4,853	31,011								153,257
2019	27,965	37,224	43,433	30,937	56,398	93,156	153,806	130,330	85,803	68,945	37,352	32,890	798,239
2018	23,434	32,031	43,138	29,084	54,673	91,833	129,480	110,071	74,349	55,748	28,602	29,228	701,671
2017	21,065	27,000	32,970	34,202	49,245	84,253	124,773	103,812	79,790	54,288	28,636	27,787	667,820
2016	22,154	30,878	30,889	31,900	41,916	76,676	133,399	106,420	74,302	55,670	29,251	24,157	657,612
2015	19,827	21,356	25,325	26,116	50,794	65,452	114,115	110,952	65,067	50,138	25,793	21,234	596,169
2014	18,288	20,758	26,842	22,052	44,654	55,839	98,956	99,268	49,203	42,920	23,340	20,702	522,821
2013	14,884	22,201	23,631	23,526	31,712	64,312	98,939	81,623	39,078	29,403	22,361	19,010	470,680
2012	15,543	21,262	25,514	24,982	36,785	63,981	84,148	86,727	67,154	26,368	20,027	20,004	492,495
2011	10,911	16,880	20,658	21,046	47,775	49,218	87,385	69,827	44,867	28,595	14,539	25,821	437,521
L10Y Avg	21,385	28,136	29,825	24,870	44,496	71,636	113,889	99,892	64,401	45,786	25,545	24,537	594,397
L10Y YTD	21,385	49,521	79,345	104,215	148,711	220,347	334,236	434,128	498,529	544,315	569,860	594,397	594,397
L10Y Mo %	3.6%	4.7%	5.0%	4.2%	7.5%	12.1%	19.2%	16.8%	10.8%	7.7%	4.3%	4.1%	100.0%

2019	Organization	Amount	Notes	Outstanding balance unpaid		
January	Avian Committee	\$ 1,107.35	\$392.65 returned / unused			
February	No Meeting	\$ -				
March	Streets of Lake Geneva	\$ 350.00				
	Lake Geneva Attractions	\$ 4,000.00				
	Sons of American Legion	\$ -	\$3,425.00 Grant returned (fireworks)			
	Guided Shore Path Tour	\$ 3,000.00	\$750 unused / returned			
April	GLAS (Star Parties)	\$ -	\$3,848.00 Replaced with new amount in May, 2019			
	Lodging By The Lake	\$ 38,000.00	2nd year of three year commitment			
May	GLAS (Star Parties)	\$ 4,386.00	*Revised number from April 2019 meeting			
	Copsey / Riviera marketing contract	\$ 15,308.00	*Contract expires in October, 2019			
	Event Trailer (LG Fire Dept.)	\$ 13,000.00		\$ 13,000.00		
June	None	\$ -				
July	Kruzin Tuks	\$ -	\$5,000 awarded, but stalled at FLR committee			
August	None	-				
September	BID; Tourism Promotion (for 2020)	\$38,385		\$ 38,385.00		
	Bridal Fair At Riviera (for 2020)	\$10,000		\$ -		
	BID; Oktoberfest	\$7,500		\$ 7,500.00		
October	Queen Bee (Magical Musings)	\$3,700	\$2,836.07 used / \$863.93 returned	\$ -		
	Riviera Building	\$75,136		\$ -		
November	Copsey / Riviera marketing contract	\$64,000	(\$5,332/month) 11-1-2019 - 10-31-2020	\$ 16,012.00	<i>*reflects payment Nov - July</i>	
	Women's weekend	\$9,000	Cancelled	\$ -		
	LG Museum (D&D Exhibit)	\$10,000		\$ 10,000.00		
December	VISIT Lake Geneva Winterfest (2020)	\$35,300		\$ -		
2020	Organization	Amount	Notes	Outstanding balance unpaid		
January	None					
February	Lacrosse America Youth	\$8,000.00	Cancelled	0		
	Baconfest	\$10,000.00		10,000		
March	GLAA "Arts in the Parks"	\$ 10,000.00		10,000		
OUTSTANDING BALANCE (UNPAID):				\$ 104,897.00		
<i>Recipients are to submit receipts 45 days after event date</i>						



Important points for your grant presentation at Tourism Commission:

- Please be prepared when presenting to the Tourism Commission.
- State exactly how much money is being requested.
- State exactly how the money is going to be spent.
- State exactly how this grant will generate overnight stays within the City of Lake Geneva.
- Explain how your organization calculated the estimated number of overnight stays to be generated by your event.
- If you are going to bring printed materials to the meeting as part of your presentation; bring seven (7) copies so all members of the Tourism Commission and the meeting recorder will have copies.
- Presentations should not last more than ten (10) minutes. Additional time is reserved for members of the Tourism Commission to ask questions of the applicant.



Important points before submitting your invoices to the Tourism Commission for reimbursement:

- You must submit all reimbursable expenses to the city at one time
- All reimbursable expenses must be submitted to the City no later than forty-five (45) consecutive days after the event; not business days.
- All expenses to be reimbursed must have an actual invoice included
- All reimbursable invoices must be marked “paid” by the vendor
- You must provide a clear summary sheet of expenses which correlates exactly with the individual invoices attached behind the summary sheet.
- Under no circumstances will the Tourism Commission reimburse invoices submitted which exceed the amount approved.



Lake Geneva Star Parties by GLAS 2020

- 1) Event Overview/Description - Professional astronomy educators from GLAS Education will host a series of two separate star parties in the Lake Geneva area. Weather permitting, local amateur astronomers will assist guests to view objects using small telescopes placed outside near the event location. GLAS staff and volunteers will ensure that each experience is educational and engaging. GLAS Education is a leader in Dark Skies Education. Each event will include an interactive station highlighting the impact of light pollution on human health, safety, and the environment.
- 2) Event Budget funds will be used to cover the printing and advertising expenses for stand-up display, posters, and rack cards with Lake Geneva logo will be covered at 50%. We are also requesting star parties be accessible for deaf and hard of hearing by having an ASL Interpreter at the August and September events.

	Per Event	Total
Online Ticketing	\$100	\$100
Material	\$477.50	\$895
Speaker Fees	\$250	\$250
Marketing	\$915	\$1830
ASL Interpreter	\$200	\$400
	Total	\$3475

- 3) The marketing plan for the evening events will focus on leveraging local resources to promote the events in a way that encourages visitors to plan their stays to include either an extra overnight or a small separate trip to Lake Geneva. Local hotels will be encouraged to promote Star Parties on their media outlets as well as in-house with printed materials to draw on existing traffic. Rack cards will be printed for insertion at prime tourist attractions reserved by the Walworth County Visitors Bureau (WCVB) and gathering spots like the Visit Lake Geneva building. Online social media like Facebook marketing will be leveraged to its fullest potential by targeting families from the Chicago area along with other nearby cities where a trip would require an overnight stay.
 - a. Mock-up of marketing material to include City of LG logo - see attached

4) Any other helpful info

- a. Important note: Due to the COVID-19 pandemic we are taking precautions to protect our volunteers and attendees for each event. Telescope eyepieces will be disinfected after each group. Volunteers will be wearing face shields and gloves as protection.
- b. GLAS staff are professional astronomy astrophysics educators with over 15 years of experience hosting educational observing events at Yerkes Observatory and in the surrounding communities. They are actively involved with current science projects with national and international connections that keep their material and resources relevant and their presentations fresh and engaging. GLAS is family friendly, bringing quality astronomy education experiences to all ages and abilities.

The current GLAS Education mailing list consists of approximately five hundred households. Individual participants and families often attend multiple events per year. We are able to bring these existing customers from other communities into Lake Geneva in addition to attracting the typical family that visits Lake Geneva.

- c. GLAS staff is experienced at hosting events of varying sizes. Past star parties at Yerkes Observatory had a maximum indoor capacity of 185. Outdoor events such as the total solar eclipse in 2017 and the Transit of Venus in 2012 saw upwards of 600 attendees on the lawn at Yerkes. The 2019 LIGO Star Party at the Grand Geneva drew around 150 attendees for the activities and talks. The LIGO Collaboration was thrilled with the attendance and we have been working with them for the 2020 LIGO Star Party. The 2019 Riviera Star Parties had around 20-25 volunteers per event and averaged around 60-80 participants per event.
- d. The most recent GLAS events include a presentation at the Lake Geneva Museum for their Tuesday at Two series in Early December. There were 127 people in attendance for the talk by GLAS President Kate Meredith. The last star party was in partnership with the Friends of the White River County Park for their Winter Solstice event which gathered over 300 people. The GLAS planetarium program has visited multiple local schools and libraries averaging 70 attendees per event. We have also had online events for over two months streamed from our YouTube Channel.
- e. Astronomical events of special interest provide additional points of interest and become a greater draw for visitors. For example, the Perseids Meteor Shower is often referred to as the best meteor shower every year due to the typically warm weather and high rate of meteors! September will feature the fall equinox when we see equal lengths in our day and night!

- f. One issue for the events last year was our ticketing system that occasionally led to confusion with misspelled emails and names. The confirmation process could have also used some help. This year we will be utilizing an online ticketing system that will be integrated into our website. The system that was recommended was FooEvents. This system will allow guests to register and pay online at the GLAS website and receive an email with their tickets. The site will produce a barcode and allow our volunteers to scan tickets with a phone app to give a more professional appearance and smoother check in process.
- g. In order to maximize the visibility of the event on Facebook we will be boosting the event to people in a specific area with specific interests. Boosting on Facebook allows you to determine the best demographics for your post/event and advertise directly to them. Due to the educational nature and previous attendees we know that our main audience consists of families. So we can use Facebook boosting to make sure that our ad for the events is seen by more families with similar astronomy likes in the Chicago and Milwaukee area. We can use these events to not only draw visitors interest but also put links to other Lake Geneva attractions to draw guests to stay multiple nights.

Join GLAS Education this Summer as the present thier fun and educational GLAS Star Parties!

GLAS Star Party



These are hands-on, for all ages, with all senses activated shows!

Doors open: 7:00PM and the fun runs until: 10:00PM with a Planetarium Show offered every half hour!

Summer 2020 GLAS Star Party Schedule

Dates | Themes | Locations

June 21 * 'Summer Solstice'
@ the Riviera Ballroom

812 Wrigley Drive, Lake Geneva, WI

July 20 * 'Saturn Opposition'
@ the Lake Geneva Library

918 W Main St, Lake Geneva, WI

August 11 * 'Perseids Meteor Shower'
@ White River County Park

6503 Sheridan Springs Rd, Lake Geneva, WI

Save by purchasing your tickets in advance!
Visit us at: www.glaseducation.org/star-parties





Cosmic Fun for Everyone!

Bringing the wonders of the sky to you
day or night, rain or shine!





TOURISM ENTITY AGREEMENT

This TOURISM ENTITY AGREEMENT ("Agreement") is entered into by and between the City of Lake Geneva ("City") Tourism Commission ("Commission"), in accordance with §66.0615 Wis. Stat. ("Room Tax Act"), and the Lake Geneva Chamber of Commerce, Inc. doing business as VISIT Lake Geneva, a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation ("VLG") effective January 1, 2018.

WHEREAS, the City has enacted a Room Tax Ordinance to impose a tax on the privilege of furnishing, at retail, rooms or lodging to transients by any persons furnishing accommodations which are available to the public pursuant to §66.0615 Wis. Stat. ("Room Tax Act").

WHEREAS, the City has established a "Tourism Commission" duly authorized, in accordance to the statute, to contract with a tourism entity (destination marketing organization).

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

WHEREAS, the City, through the authority of said Commission, desires to enter into a contract with VLG for it to provide the staff, support services and assistance in developing and implementing tourism promotion and development in the greater Lake Geneva area and VLG 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; and

WHEREAS, the parties have determined that the execution of this Agreement is in the best interest of the City;

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. "VLG" shall mean the Lake Geneva Chamber of Commerce, Inc. doing business as VISIT Lake Geneva, a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.

- b. "City" shall mean the City of Lake Geneva.
 - c. "Tourism Commission" shall mean duly authorized designee of the City.
 - d. "Room Tax" shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, bed & breakfast inns, vacation rentals, and other persons furnishing accommodations which are available to the public pursuant to the Room Tax Act.
 - e. "Room Tax Act" shall mean §66.0615 Wis. Stat., as amended from time to time.
 - f. "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, bed & breakfast inns, vacation rentals and other persons furnishing accommodations which are available to the public pursuant to the Room Tax Act in the City of Lake Geneva. The City currently imposes a room tax of 5% on tourists who stay at lodging properties within the City of Lake Geneva.
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 City under the provisions of the Room Tax Act.
4. VLG to Provide Tourism Promotion and Development. The Commission hereby designates VLG as its tourism entity as required under the Room Tax Act and VLG agrees to develop and implement tourism promotion and development programs to promote Lake Geneva to tourists as provided in the Room Tax Act.
5. VLG Room Tax Revenue and Term
Beginning with the room tax collected on January 1, 2018, and continuing until December 31, 2020 the City shall forward a base amount of \$100,000 and additional 25% of all room tax amounts collected over \$450,000 to VLG

Distribution of room tax by the City to VLG will be a minimum of \$25,000 quarterly (paid 45 days after the beginning of the quarter) with the balance determined on December 31st and paid by February 25th of the following year.

If following the execution of this Agreement, the Wisconsin Room Tax Act changes the City and VLG, agree to re-negotiate paragraph 5 of the Agreement according to changes in the statute.

6. Use of Room Tax Revenues. VLG agrees to use the room tax revenue it receives to promote and develop tourism in the City of Lake Geneva and the greater Lake Geneva region as defined in the Room Tax Statute and to advance the City of Lake Geneva and greater Lake Geneva region as a premier tourism destination. The parties agree that room tax revenues may also be used by VLG for its administrative costs, such as, staffing costs,

and other costs associated with the performance of its obligations under this Agreement. VLG agrees that its administrative costs will be reasonable and proper.

7. Acknowledgement of Compliance. VLG 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. VLG Responsibilities. In addition to those other duties and responsibilities set forth herein, VLG shall be responsible for the following:
 - a. Reporting. VLG will provide, to the Tourism Commission, monthly reports of tourism tracking and indicators including marketing activities, promotions, and event plans.
 - b. Grant Assistance. VLG will assist with the Tourism Commission Grant Program for the purpose of vetting qualifications, evaluation of set criteria and make recommendations for possible grant dollar distribution.
 - c. Accounting. VLG will provide the City (City Comptroller) with an accounting of all VLG expenditures of room tax revenue as required by the Room Tax Act and the Wisconsin Department of Revenue.
 - d. VLG Room Tax Annual Report ("Report"). Not later than April 1st of each year, VLG shall provide the City a Report, which information is intended to be used by the City on a form that the City must provide to the Wisconsin Department of Revenue ("DOR") on or before May 1st. The Report shall specify the amount of all room tax revenues it received from the City in the previous year and a detailed account of all expenditures or room tax revenue as required by the Room Tax Act. VLG agrees to certify to the City the truth and accuracy of the Report. VLG further agrees to assist the City as appropriate with DOR Room Tax Reporting requirements. If DOR reporting deadline requirements change, VLG will provide City the report information necessary to file no later than 30 days prior to the DOR deadline.
 - e. Business Plan. VLG agrees to provide a written business plan to the City which provides a projection of proposed and/or planned tourism promotion and development activities by January 1st of each year.
 - f. Services.
 - i. Assist with the promotion of "Lodging by the Lake" (a sub-identity of the Lake Geneva Downtown Business Improvement District) including leads and referrals including forwarding all leads, RFPs (Request for Proposal) and RFP results.
 - ii. Provide STR, Inc. Destination reports for City Hotels to Tourism Commission at an additional cost agreed upon by both parties

- iii. Continue the name of Visit Lake Geneva.
- iv. Continue to manage the following annual events in the City of Lake Geneva:
 - 1. Concerts in the Park (7 Thursday nights)
 - 2. Winterfest with U.S. Snow Sculpting Competition
 - 3. Christmas Parade
- v. Assist the Tourism Commission and City of Lake Geneva Downtown Business Improvement District (BID) with promoting BID events
- vi. Maintain Visitors Center in the City of Lake Geneva
- vii. Provide free advertising support to the City of Lake Geneva Downtown Business Improvement District (BID) including link to BID website
- viii. At the end of each fiscal year, VLG shall render an accounting of the expenditures to the municipality (City of Lake Geneva) which distributed them. An allocation of City funds used for City of Lake Geneva marketing should be separated from regional marketing funds which will provide an Return on Investment (ROI) report for the contribution of funds from the City of Lake Geneva hotel tax. Fees allocated shall be used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds or grants.

A tourism strategic plan will include Request for Proposals (RFP's) distributed to all venues within the region and Lake Geneva properties. VLG will show accountability through a collaborative process, structured for a full consideration of needs and requirements. Follow up will include the foundational requirements known and quantified and include chosen properties.

Visit Lake Geneva's strategic plan initiatives should be designed to enhance downtown Lake Geneva's tourism industry and unique character of place, and create new visitor experiences that will have an effect on local hotel occupancy.

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 VLG:

- a. The failure to provide the City with the Room Tax Revenue Report as required herein. However, upon request of VLG, the City will give VLG an additional ten (10) days to cure. If, however, the City is granted an extension by the Department of Revenue, then VLG will be given additional time to prepare the Room Tax Revenue Report so that the City can file a timely Certified Report with the Department of Revenue.
- b. The failure to provide the City with the financial records that support the Room Tax Revenue Report as required herein after thirty (30) days written notice of VLG's failure to do so by the City, provided that if VLG cannot in good faith provide the business plan 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 VLG's good faith compliance.

- c. The failure to provide the City with the business plan as required herein after thirty (30) days written notice of VLG's failure to do so by the City, provided that if VLG cannot in good faith provide the business plan 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 VLG's good faith compliance.

10. Termination.

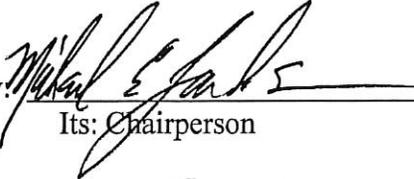
- A. This Agreement shall remain in effect from January 1, 2018 to December 31, 2020 (three (3) years). Both parties agree to good faith renewal negotiations 180 days prior to the expiration of the contract term.
- B. Notwithstanding the above, this Agreement can be subject to termination earlier if any of the following occur:
 - a. The City may terminate this Agreement at any time if VLG commits an Event of Default that is not cured within the applicable time period.
 - b. The City may terminate this Agreement at any time if it is found that VLG, or its agents, has committed a material breach of this Agreement, (including but not limited to, the intentional misuse of VLG Room Tax revenues for purposes outside of which are permitted by the Room Tax Act); or (ii) VLG 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 City shall provide written notice, including a reasonable description of the material breach, of the material breach to VLG. VLG shall have thirty (30) days to cure said breach. The City may terminate the Agreement if VLG fails to cure said breach within the thirty (30) day cure period.
 - c. In the event of termination, the City shall make no further remittances to VLG under this Agreement and those revenues shall instead be temporarily retained by the City until such time as they can be forwarded to another tourism entity as defined by the Room Tax Act. All funds in the possession of VLG shall remain the property of VLG.
 - d. Following termination, the City shall have no further obligation to VLG. However, VLG 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.

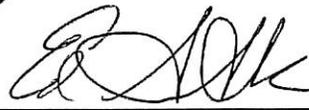
- 11. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.

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. 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.

**Lake Geneva Chamber of Commerce, Inc.
dba VISIT Lake Geneva**

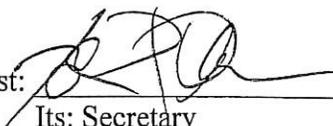
By: 
Its: Chairperson

Attest: 
Its: President & CEO

Date: 3/30/18

**City of Lake Geneva
Tourism Commission**

By: 
Its: Chairman

Attest: 
Its: Secretary

Date: 3/22/2018