



**DOOR COUNTY TOURISM ZONE
EXECUTIVE COMMITTEE MEETING
February 16, 2022- 2:30PM Via Zoom
Zoom Meeting conducted from Council Chambers
City of Sturgeon Bay - 421 Michigan Street**

Join Zoom Meeting

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Meeting ID: 853 0673 4909

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Meeting ID: 853 0673 4909

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order		Deviations from the agenda order shown may occur.	
	Attorney- William Vande Castle	3	Town of Gibraltar – Bill Weddig
	Administrator– Juliana Behme	4	Town of Baileys Harbor – Dave Eliot
		5	Town of Sevastopol – Linda Wait
1	City of Sturgeon Bay - Josh Van Lieshout, Chair	6	At Large – Fred Anderson
2	Ephraim – Nedd Neddersen	7	Vacant
			Quorum = 4

*Denotes Executive Committee Member

Village of Forestville, Town of Forestville, Town of Brussels, and Town of Union have deferred representation.

Roll Call

Comments, correspondence, and concerns from the public

Business Items

1. Approval of the Agenda.
2. Discussion regarding the drafted Entity Agreement between Destination Door County and the Door County Tourism Zone Commission.
- 3. Consideration of adjournment in to Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(i) to consider any and all matters related to acts by businesses under s. 560.15 which, if discussed in public, could adversely affect the business, its employees or former employees; to wit: consideration of Entity Agreement action and modification.**
4. Consider a motion to reconvene into Open Session.
5. Discussion and consideration of action from Closed Session, if required.
6. Discussion regarding matters to be placed on a future agenda or referred to a committee, official or employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Josh Van Lieshout, Tourism Zone Commission Chairperson at 920.746.6905 or at jvanlieshout@sturgeonbaywi.org. 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. Copies of reports and other supporting documentation are available for review at the offices of the Commission located at 10568 Country Walk Lane, Suite #102, Sister Bay during normal business hours. The Tourism Zone Commission office can be contacted by phone: 920-854-6200 or at info@doorcountytourismzone.com.

2022 Proposed Meeting Schedule

February 17th, 2022 Full Commission Meeting via Zoom at 9 AM

March 17th, 2022 Executive Committee Meeting via Zoom at 9 AM

April 21st, 2022 Full Commission Meeting via Zoom at 9 AM

May 19th, 2022 Executive Committee Meeting via Zoom at 9 AM

June 16th, 2022 Full Commission Meeting via Zoom at 9 AM

July 21st, 2022 Executive Committee Meeting via Zoom at 9 AM

August 18th, 2022 Full Commission Meeting via Zoom at 9 AM

September 15th, 2022 Executive Committee Meeting via Zoom at 9 AM

October 20th, 2022 Full Commission Meeting via Zoom at 9 AM

November 17th, 2022 Executive Committee Meeting via Zoom at 9 AM

December 15th, 2022 Full Commission Meeting via Zoom at 9 AM

Meetings of the full Commission generally alternate months with Executive Committee meetings. Unless otherwise noted, all meetings begin at 9 a.m. Zone meetings are open to the public and input is welcome. If the Agenda includes a Closed Session, all non-Commission members will be asked to leave for that portion of the meeting only.

GKDRAFT
12/16/2021

~~DRAFT~~
~~10/26/21~~

~~DOOR COUNTY TOURISM ZONE~~

~~Section 66.0615(1m), Stats.~~

~~ENTITY AGREEMENT~~

~~By and Between~~

~~DOOR COUNTY TOURISM ZONE
COMMISSION~~

~~and~~

~~DOOR COUNTY VISITOR BUREAU, INC.
a Wisconsin Non-Profit Corporation~~

~~ATTORNEY WORK PRODUCT
FOR DISCUSSION PURPOSES ONLY~~

~~(2021)~~

**DOOR COUNTY TOURISM
ZONE**

Section 66.0615(1m), Stats.

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DCVB Proposal
ATTORNEY WORK PRODUCT
FOR DISCUSSION PURPOSES
ONLY

(2021)

ENTITY AGREEMENT
2021

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DRAFT
10/26/21

**DOOR COUNTY TOURISM ZONE
ENTITY AGREEMENT
2021**

This ENTITY AGREEMENT is entered into effective as of the date set forth herein below by and between the **DOOR COUNTY TOURISM ZONE COMMISSION**, a local governmental unit and political subdivision and body public and corporate of the State of Wisconsin located in Sister Bay, Wisconsin (the “Commission”) and the **DOOR COUNTY VISITOR BUREAU, INC.**, a Wisconsin non-profit corporation located in Sturgeon Bay, Wisconsin (the “Bureau”), pursuant to the provisions of Sec. 66.0615, Wis. Stats.

RECITALS

Commented [BZ1]: Revised recitals below for citations and to reflect other relevant portions of s. 66.0615.

WHEREAS, under and pursuant to the provisions of Sec. 66.0615, Wis. Stats., the municipal governing bodies located in Door County, Wisconsin established a “tourism zone” encompassing the combined corporate municipal boundaries of Door County, Wisconsin, known and referred to as the “Door County Tourism Zone.”

WHEREAS, pursuant to the provisions of Sec. 66.0615, Wis. Stats., the municipal governing bodies located in Door County, Wisconsin also adopted and imposed a local room tax throughout the Door County Tourism Zone on the sales price from selling or furnishing, at retail rooms or lodging to transients by hotelkeepers, motel operators, marketplace providers, owners of short-term rentals, and other persons or retailers selling or furnishing accommodations that are available to the public, irrespective of whether membership is required for use of the accommodations which tax is imposed on and collected by the lodging provider from the transient lodger; and

WHEREAS, the Commission was organized by the Door County ~~municipalities~~ Municipalities pursuant to the provisions of Sec. 66.0615, Wis. Stats., to administer the room taxes imposed by those Door County ~~municipalities~~ Municipalities and to coordinate tourism promotion and tourism development ~~by various municipalities in Door County~~; and

WHEREAS, ~~under and~~ pursuant to ~~the provisions of~~ Sec. 66.0615(~~d~~1m)(~~d~~), Wis. Stats., at least seventy (70%) percent of the room tax collected by Door County Municipalities must be spent on tourism promotion and tourism development, and must be forwarded to the Commission or a tourism entity; and

WHEREAS, ~~under the provisions of~~ pursuant to Sec. 66.0615(1m)(ad), ~~Wis.~~

~~Stats., a portion of the seventy (70%) percent of~~3., the Commission is required to use the room tax ~~collected that must be spent on~~revenue that it receives from Door County Municipalities for tourism promotion and tourism development ~~must is to be forwarded to a “tourism entity”, as that term is, as defined by state statute, in the zone; and~~

~~defined in the statute, for tourism promotion and tourism development within the tourism zone; and~~

WHEREAS, pursuant to Sec. 66.0615(1m)(b)4., the Commission shall contract with a tourism entity from the municipalities in the zone to obtain staff, support services and assistance in developing and implementing programs to promote the zone to visitors; and

WHEREAS, under the provisions of Sec. 66.0615, Wis. Stats., to qualify as a statutory tourism entity, the tourism entity organization must be a nonprofit organization that came into existence before January 1, 2015, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality located within the tourism zone; and

WHEREAS, the Bureau is a Wisconsin nonprofit organization located in Sturgeon Bay, Wisconsin that came into existence before January 1, 2015 ~~that~~, spends at least 51 percent of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry; and

WHEREAS the Commission is desirous of retaining the services of the Bureau as a “tourism entity” under the provisions of Sec. 66.0615~~(1)~~, Wis. Stats., to provide tourism promotion and tourism development, ~~and provides destination marketing staff and including staff, support~~ services ~~for the tourism industry within, and the development and implementation of programs to promote~~ the Door County Tourism Zone to visitors and the Bureau is desirous of providing such services to and for the Door County Tourism Zone under and pursuant to the terms, covenants and conditions of this Entity Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE
I
PURPOSE

The tourism industry is a significant part of the economies of the ~~tourism zone created by the~~ Door County ~~Municipalities~~ Tourism Zone. The continued sustainable growth of tourism throughout Door County is necessary for both the current and long-term economic wellbeing of the Tourism Zone. The ~~purpose~~ purposes of this Entity Agreement ~~is~~ are: (1) to create a framework for a cooperative working arrangement between the Commission and the Bureau to develop ~~and~~ implement a sustainable tourism promotion and tourism development program for the Tourism Zone ~~during the Term of this Entity Agreement~~, (2) for the Commission to retain the Services of the Bureau for the provision of staff, support services and assistance in developing and implementing a tourism promotion and tourism development program to promote the Tourism Zone, pursuant to Wis. Stat. § 66.0615(1m)(b)4., and (2) and set forth the respective responsibilities, powers, duties and obligations of the Parties relating to the collection and utilization of room tax revenue.

Commented [B22]: Revised to reflect statutory basis and purpose for the agreement, in addition to the cooperative framework.

ARTICLE
II

DEFINITION
S

Section 2.1 DEFINITIONS. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

- (a) ~~(a)~~ “Agreement” shall mean this Entity Agreement.
- (b) ~~(b)~~ “Bureau” shall mean the DOOR COUNTY VISITOR BUREAU, INC. of Sturgeon Bay, Wisconsin.
- (c) ~~(c)~~ “Commission” shall mean the DOOR COUNTY TOURISM ZONE COMMISSION of Sister Bay, Wisconsin.
- (d) ~~(d)~~ “Door County Municipalities” shall mean the nineteen (19) local municipalities in Door County, Wisconsin who organized and formed the Door County Tourism Zone and established the Door County Tourism Zone Commission.
- (e) ~~(e)~~ “Effective Date” shall mean May 1, 2022
- (f) ~~(f)~~ “Entity Agreement” shall mean this Agreement.

(g) ~~(e)~~ “Tourism Zone” shall mean the Door County Tourism Zone as established by the Door County Municipalities.

Section 2.2 USE OF PHRASES; RULES OF CONSTRUCTION. The following provisions shall be applied wherever appropriate herein:

(a) ~~(a)~~ “Herein”, “hereby”, “hereunder”, “hereof” and other equivalent words refer to this Agreement as an entirety and not solely to the particular portion of this Agreement in which such word is used.

~~(b)~~ The definitions set forth in Section 2.1 hereof shall be deemed applicable whether the words defined are used in the singular or plural.

ARTICLE III
APPOINTMENT AND
TERM

Section 3.1 APPOINTMENT. ~~For the Term of this Entity Agreement, The Commission hereby appoints~~ the Bureau ~~is hereby appointed and designated~~ as the “Tourism Entity” ~~for required under Sec. 66.0615 to provide the Commission with staff, support services, and assistance in developing and implementing programs to promote the Door County Tourism Zone, subject to the terms, covenants and conditions herein, through tourism promotion and tourism development (the “Services”). The Services shall include the contracting for, and direction of, the marketing and tourism promotion efforts funded by Room Tax revenue, and shall further include, but not be limited to, such items and services as sales, marketing and administrative staff; visitor center staff; public relations staff; promotional and advertising material expenses; internet and web services; accounting services; and, administrative services, facilities; supplies and equipment for the same.~~

Commented [BZ3]: Defining and specifying the “Services”, based in large part on current agreement.

Section 3.2 TERM. The term of ~~this Entity~~ the Agreement shall begin as of the Effective Date hereof and run for a term of ~~two~~ six (26) years from that date.

Commented [BZ4]: Revised term of the agreement. In light of statutory requirement for Commission to contract with a tourism entity (and the Bureau being that entity), we are proposing a longer term for this agreement, subject to the amendment process established in 7.11.

Section 3.3 RENEWAL. ~~This Entity~~ RENEWAL. The Agreement will automatically renew for successive ~~two~~ four (24) year terms unless ~~otherwise terminated or~~ amended in the manner ~~made and~~ provided in Section ~~5.5 Section 7.5~~ hereof 7.11.

ARTICLE IV

TOURISM PROMOTION AND TOURISM DEVELOPMENT

Commented [BZ5]: This Article is reworked and reorganized to provide a defined timeline and process for the development of (1) goals and objectives, (2) strategic marketing plan, and (3) annual budget.

Section 4.1 ~~COOPERATION~~ COOPERATION AND RESPONSIBILITIES. The Commission and the Bureau shall work together cooperatively to develop ~~and implement a marketing plan for sustained tourism promotion and tourism development in the Tourism Zone that will work toward achieving the sustainable~~ tourism promotion and development goals and objectives ~~of to promote~~ the Commission Tourism Zone to visitors.

~~Section 4.2. TOURISM PROMOTION AND DEVELOPMENT GOALS AND OBJECTIVES: The Bureau shall work with the Commission to develop sustainable tourism promotion and development goals and objectives for the current and long-term economic wellbeing of the Door County Municipalities within the Tourism Zone that shall be subject to Commission approval.~~

~~Section 4.3 STRATEGIC MARKETING PLANS: Based upon the sustainable~~

Section 4.2. TOURISM PROMOTION AND TOURISM DEVELOPMENT GOALS AND OBJECTIVES.

~~tourism promotion and development goals and objectives determined by the Commission;~~

(a) The Parties will create a joint strategic planning committee (the “SPC”) that will meet before June 1 of each year during the Term of the Agreement for the purpose of discussing and proposing tourism promotion and tourism development goals and objectives for the following year. The SPC may engage in the solicitation, gathering, collection and analysis of data related to the satisfaction of the Door County Municipalities with tourism and the impact of tourism within the Tourism Zone.

(b) By July 1 of each year, after considering any suggestions from the SPC, the Bureau shall present to the Commission goals and objectives for tourism promotion and tourism development in the Tourism Zone (the “Goals and Objectives”). By September 1 of each year, the Commission and the Bureau shall mutually agree to the Goals and Objectives.

~~on~~ Section 4.3 STRATEGIC MARKETING PLANS. On or before October 1 of each year during the Term of ~~this — Entity~~ the Agreement, the Bureau shall develop and provide the Commission with a strategic market ~~marketing and development~~ plan covering ~~a twelve (12) month time frame for promoting and implementing those sustainable tourism promotion and development goals and objectives. The marketing plan~~ the following calendar year (the “Strategic Marketing Plan”). The Strategic Marketing Plan shall include market strategies for implementing the ~~goals~~ Goals and ~~objectives~~ Objectives of that plan as well as a ~~time line for~~ timeline for implementing those strategies and a set of key performance identifiers to monitor the success of the accomplishment of the ~~stated goals and objectives~~ Goals and Objectives.

The Commission shall provide any comments or suggestions relating to the Strategic Marketing Plan by November 1 of each year.

~~Section 4.4 STRATEGIC MARKETING PLAN BUDGET. In connection with the~~

Section 4.4 ANNUAL BUDGET. By December 1st of each year the Bureau shall present to the Commission an annual budget for the allocation of Room Tax Revenue for the following calendar year (the "Annual Budget"). The Annual Budget shall provide for the allocation of Room Tax Revenue for the following purposes: (a) the provision of Services under the Agreement, (b) the execution of the Strategic Marketing Plan, and (c) other legal expenditures of Room Tax Revenue, including the Strategic Community Partnership and the Municipal Development Program.

~~Strategic Marketing Plans identified in Section 4.3, the Bureau shall provide the Commission with a proposed annual budget for funding service, materials and media reasonably necessary to successfully achieve the sustainable tourism promotion and development goals and objectives identified by the Commission which budget shall include, but not be limited to, such items and services as sales and marketing staff, visitor center staff, public relations staff, promotional and advertising material expenses, internet and web services, accounting services, and, administrative services, facilities, supplies and equipment for the same.~~

ARTICLE V
COVENANTS OF
BUREAU

Section 5.1 DUE ORGANIZATION. The Bureau is a Wisconsin Non-Profit Corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has all requisite corporate power and authority to operate, to carry on its business as presently conducted and as proposed to be conducted under this Entity Agreement; and, to carry out the transactions contemplated by this Agreement. During

the Term of this Agreement the Bureau will remain a nonprofit organization that, spends at least 51 percent of its revenues on tourism promotion and tourism development in order to maintain its status as a qualified “tourism entity” under the provisions of Sec. 66.0615(1), Wis. Stats.

Section 5.2 BOARD OF DIRECTORS. The Bureau will appoint to its Board of Directors an *ex officio* member thereto who is appointed to that position by the Commission. The *ex officio* member may attend meetings of the Bureau’s executive committee, provided the *ex officio* member is not a vendor or contractor of the Bureau, an agent or employee of any vendor or contractor of the Bureau, or recipient of any Room Tax Revenue allocated by the Bureau to avoid conflict of interest.

Commented [BZ6]: Revised to allow ex officio member access to executive committee meetings, provided the member is not a vendor or contractor of Bureau.

Note, a similar ex officio position is provided on the Commission for a Bureau representative.

Section 5.3 ~~BUREAU BOARD MEETINGS. As the recipient and distributor of public funds, the Bureau’s Board of Directors shall hold monthly Board meetings that comply with the provisions of the Wisconsin Open Meetings Laws including, but not limited to prior publication of meeting agenda, meetings being~~BUREAU MEETINGS. The Bureau recognizes the importance of transparency and as such will: (i) publish on its website meeting agendas ahead of time, (ii) conduct board meetings that are open to the public and reporting and posting of, (iii) allow public comment during board meetings, and (iv) post approved meeting minutes on its website.

Section 5.4 STATUS REPORTING. During the Term of this Agreement, the Bureau shall provide the Commission with ~~monthly~~ quarterly reports as to the following:

Commented [BZ7]: Maintaining status reporting, but submitting quarterly and narrowing the items in the report to more objective criteria.

(a) ~~(a)~~ The status and effectiveness of ~~approved~~the Strategic Marketing Plan and its programs and strategies.

(b) ~~(b)~~ The status of the ~~approved strategic marketing budget~~Annual Budget.

~~(e) The effectiveness of local government use of room tax dollars tourism promotion and development funds.~~

Section 5.5 ASSISTANCE WITH REPORTS TO DOOR COUNTY MUNICIPALITIES. The Bureau shall assist the Commission in preparing the annual report to each municipality, as required by Wis. Stat. s. 66.0615(1m)(d)(4), identifying the purposes for which Room Tax Revenues were spent. This report shall be submitted to the Commission annually by the date established by the Commission each year and cover the preceding calendar year’s activities. The report shall include where the money received from the Commission was spent, the return on investment, the success in reaching the goals and objectives for that year.

~~(d) Interim marketing opportunities and strategies not otherwise contemplated in the current budget or Marketing Plan for possible budget and Plan amendments. The Bureau’s quarterly financial statement with budget to actual statement.~~

~~Section 5.5 STRATEGIC PLANNING. The Parties will create a joint strategic planning committee that will meet quarterly during the Term of this Entity Agreement for the purpose of researching and prioritizing tourism infrastructure promotion and development goals and objectives.~~

Commented [BZ8]: This section was moved above to 4.2

Section 5.6 ~~COMMUNITY ENGAGEMENT~~ COMMUNITY ENGAGEMENT. The Bureau shall, on ~~a semi-annual~~ no less than an annual basis, ~~provide, directly to the Door County Municipalities, a report of their Marketing Program, the status of the effectiveness of that Program as it relates to each individual Door County Municipality, and strategies for that Market Plan moving forward.~~ engage with Door County Municipalities by providing reports and status updates on the current marketing program and related tourism activity, along with update from local partner community business associations. This community engagement is in addition to the annual report each municipality receives as required by Wis. Stat. § 66.0615(1m)(d)4.

Commented [BZ9]: Revised to underscore intent and difference from Commission's statutory report under s. 66.0615(1m)(d)(4).

~~Section 5.7 DATA COLLECTION SATISFACTION SURVEY. The Bureau shall assist the Commission in the solicitation, gathering and collection and analysis of data related to residential the satisfaction of Door County residents and municipal satisfaction Door County Municipalities with tourism impact of tourism within the Tourism Zone to assist the Commission in development of future marketing efforts.~~

Section ~~5.8~~ 5.7 ANNUAL AUDIT. The Bureau shall engage and conduct an annual financial audit by a responsible auditing firm and shall provide a copy of that audit to the Commission. The ~~Commission may make recommendations for information or reports to be contained in future audits.~~ The Bureau shall follow, adopt and incorporate into its financial operations recommendations made and provided by the auditor related to generally accepted accounting practices.

ARTICLE VI COVENANTS OF THE COMMISSION

Section 6.1 BOARD MEMBER APPOINTMENT. The Commission shall annually appoint a duly appointed member of the Commission to serve as the *ex officio* member of the Bureau's Board of Directors, provided the ex officio member is not a vendor or contractor of the Bureau, an agent or employee of any vendor or contractor of the Bureau, or recipient of any Room Tax Revenue allocated by the Bureau to avoid conflict of interest.

Section 6.2 EX-OFFICIO BUREAU APPOINTMENT. The Commission shall appoint a designee of the Bureau to serve as an ex officio member of the Commission.

Commented [BZ10]: Allows Bureau to designate ex officio member appointee to Commission.

Section ~~6.2~~ 6.3 DISBURSEMENT OF FUNDS. The Commission shall disburse 70 percent of collected ~~room tax revenues~~ Room Tax Revenues to the Bureau. Disbursement shall occur on a monthly basis, consistent with the ~~annual budget adopted by the Bureau~~

Commented [BZ11]: This section reworks the disbursement of funds. It underscores that 70% of Room Tax Revenue must go to the Bureau. Such disbursements must occur on a monthly basis, consistent with the Annual Budget and the reserve fund process established below.

~~and approved by the Commission~~ Annual Budget and Reserve Fund procedures established herein.

(a) The Bureau and Commission acknowledge and agree that the approved annual budget of estimated room tax collections is an estimate, and the Commission has no obligation to reimburse expenses of the Bureau beyond the approved budget or the Room Tax Revenue obtained and kept by the Commission, whichever is less.

(b) The Commission shall distribute the monthly Room Tax Revenues collected to the Bureau, subject to the following conditions:

(i) The Bureau provides the Commission with quarterly financial statements in sufficient detail as determined by the Commission no later than 40 days after the end of the quarter;

(ii) The Bureau provides the Commission with a copy of the Bureau's annual audit itemizing the room tax revenues and expenses; and

(iii) The Commission has sufficient cash reserves to pay the current and next month's estimated expenses.

(c) All monthly Room Tax Revenue ~~that must be spent on~~ tourism promotion or tourism development in excess of the amount provided in the Annual Budget for that month shall be retained by the Commission in a reserve fund. These reserve funds need not be expended in the year they were collected and may be used in the succeeding budget cycle. The Bureau may from time-to-time present special ~~non-budgeted~~ proposals for the use of the reserve funds. The release of reserve funds to the Bureau shall be approved by the Commission.

Section 6.4 REPORTS TO DOOR COUNTY MUNICIPALITIES. The Commission, with the assistance of the Bureau, shall prepare the annual report to each municipality, as required by Wis. Stat. s. 66.0615(1m)(d)(3), identifying the purposes for which Room Tax Revenues were spent.

ARTICLE VII

MISCELLANEOUS
PROVISIONS

Section 7.1 GOVERNING LAW AND VENUE. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions involving breach of this Agreement shall be venued in Door County, Wisconsin.

~~Section 7.2 COMPLIANCE WITH LAWS AND ORDERS. In the event that any state or federal law or regulation, or any order issued by a Governmental Authority, prohibits one or both of the Parties from honoring any provision of this Agreement, or any part thereof, the Parties shall promptly meet to discuss how they might satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach a mutually acceptable written agreement to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.~~

Commented [BZ12]: Uncertain on the intent here, and uncomfortable with the breadth and vagueness of this section. 7.11(c) in the amendments section below is intended to address this issue.

~~Section 7.3 LACK OF SEVERABILITY IN ABSENCE OF WRITTEN AMENDMENT. In the event that any provision of this Agreement, or any part thereof, is held by a court of competent jurisdiction or any other Governmental Authority to be invalid, ineffective or unenforceable, and in the reasonable opinion of either Party such event invalidates the~~

~~Section 7.2 SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.~~ purpose or intent of this Agreement, then the balance of this Agreement shall survive only to the extent that the Parties agree, in writing, to a mutually satisfactory amendment by which they are able to satisfy the intent of this Agreement by alternative means. If, under such circumstances and after good faith negotiations, the Parties are unable to reach such a mutually acceptable written amendment to satisfy the intent of the Agreement, then this Agreement shall be null and void and of no further legal effect.

Commented [BZ13]: Based on statutory obligation to contract with a tourism entity, this language is focused on keeping continuity in the agreement.

Section 7.4 7.3 CHANGES IN LAWS. Unless otherwise explicitly provided in this Agreement, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time-to-time hereafter.

~~Section 7.5 TERMINATION. Either Party may terminate this Entity Agreement at any time, upon ninety (90) days prior written notice to the other.~~

Section 7.4 DISPUTE RESOLUTION. The Parties shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. The Parties agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. The Parties may agree to submit any dispute to mediation or binding arbitration, but such mediation or arbitration shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

Commented [BZ14]: Dispute resolution section allowing for notice of disputes and mediation. This language is consistent with prior agreements.

Section 7.6 7.5 ACCOUNTING AND AUDIT. The Parties acknowledge that the funds funding this Entity Agreement are public funds derived from the statutory authority of the Municipalities to levy a tax. As such, the Parties shall have the right throughout the Term of this Entity Agreement, upon reasonable prior notice, to audit the other Party's

books and records to the limited extent necessary to verify the basis for any claim by either of the Parties for payments hereunder or to determine the other Party's compliance with the terms of this Entity Agreement. The audited Party shall make such records available at its office during normal business hours and the auditing Party shall reimburse the other Party for reasonable costs incurred by the audited Party by the audit, as supported by appropriate documentation.

Section ~~7.7~~7.6 INTERPRETATION. This Agreement shall be interpreted as though jointly drafted by the Parties.

Section ~~7.8~~7.7 HEADINGS. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section ~~7.9~~~~7.8~~ THIRD-PARTY BENEFICIARIES. The Commission recognizes that the Bureau will enter into contracts for tourism marketing services based upon the authority granted the Bureau and consistent with the Annual Budget. Except as otherwise explicitly provided ~~by~~in this Agreement, ~~this~~the Agreement does not create any third-party benefits to any person or entity other than the Parties and is solely for the consideration herein expressed.

Commented [BZ15]: Modified to reflect understanding that Bureau will be entering into agreements with vendors and contracts with room tax revenue based on annual budget.

Section ~~4.10~~7.9 SUCCESSORS. This Agreement shall benefit and be binding upon the Parties' successors and permitted assigns.

Section ~~7.11~~7.10 FURTHER ACTION. Each Party agrees from time to time to execute and deliver such further instruments, and to take such further action not inconsistent with the provision of this Agreement, as may reasonably be necessary in order to fully perform and carry out the terms and intent of the Agreement.

Section ~~7.12~~7.11 AMENDMENTS.

Commented [BZ16]: This section is intended to set process for future amendments that may be desirable or required by changes in state statute.

(a) This Entity Agreement may not be modified or amended except by a written instrument executed by both Parties. Such amendments may be agreed to by the Parties at any time.

~~Section 7.13 TIME IS OF THE ESSENCE. Time is of the essence in the performance of all terms and provisions of this Entity Agreement.~~

(b) Beginning in 2024, and continuing each year thereafter, by March 1 either Party may provide written notice to the other of the Party's intent to propose amendments to this Agreement. Following such notice, the Parties agree to negotiate in good faith mutually agreed upon amendments to this Agreement for a period of 60 days.

(c) In the event of any change to state statute Wis. Stat. § 66.0615 governing the collection or disbursement of Room Tax Revenues, or the responsibilities or obligations

of the Door County Municipalities, the Commission, or the Bureau, the Parties agree to negotiate in good faith mutually agreed upon amendments to this Agreement that are consistent with the changes to state law.

Section ~~7.14~~7.12 EXECUTION IN COUNTERPARTS. This Entity Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement.

Section ~~7.15~~7.13 ENTIRE AGREEMENT. This Agreement, and the Recitals set forth above, contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understandings between the Parties.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

Date: _____

DOOR COUNTY TOURISM ZONE
COMMISSION

By: _____
Josh Van Lieshout, Chair

ATTEST:

By: _____
, Secretary

Date: _____

DOOR COUNTY VISITOR BUREAU, INC

By: _____
President
~~President~~

ATTEST:

By: _____
Secretary



**DOOR COUNTY TOURISM ZONE
SPECIAL JOINT EXECUTIVE COMMITTEE MEETING
Minutes of December 20, 2021 - 3:00 p.m.
Meeting conducted from Council Chambers
City of Sturgeon Bay - 421 Michigan Street**

ACTION ITEMS:

Eliot moved and Anderson seconded to approve the agenda. Motion carried.

Discussion regarding the drafted Entity Agreement between Destination Door County and the Door County Tourism Zone Commission.

Consideration of adjournment in to Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(i) to consider any and all matters related to acts by businesses under s. 560.15 which, if discussed in public, could adversely affect the business, its employees or former employees; to wit: consideration of Entity Agreement action and modification.

Consider a motion to reconvene into Open Session.

Discussion and consideration of action from Closed Session, if required.

Discussion regarding matters to be placed on a future agenda or referred to a committee, official or employee.

Anderson moved to adjourn; Nedderson seconded. Motion carried.

Committee Members Present by Roll Call: Fred Anderson, Dave Eliot, Nedd Nedderson, Bryan Nelson, Linda Wait, and Josh Van Lieshout.

Absent: None.

Excused: Bill Weddig.

Also in Attendance: Matt Meacham/**DCTZC**, Juliana Behme/**DCTZC**, Julie Gilbert/**DDC**, Vicki Wilson/**DDC**, Todd Trimmerger/**DDC**, Greg Stillman/**DDC**, Jon Jarosh/**DDC**.

Call to Order

Chair Van Lieshout called the meeting to order at 3:05 p.m.

Eliot moved and Anderson seconded to approve the agenda. Motion carried.

Discussion regarding the drafted Entity Agreement between Destination Door County and the Door County Tourism Zone Commission.

Van Lieshout reviewed the events of the December 6th Special Executive Committee meeting and said he had met with Gilbert and Jarosh to discuss the documents and refine language.

Anderson moved and Nedderson seconded to move into closed session. Motion Carried.

Discussion and consideration of action from Closed Session, if required.

Van Lieshout reviewed the proposed changes for the DDC redlined document discussed in closed session. On page 7, the third line from the bottom in the first paragraph needs to be changed to a three (3) in the section that says "and (2) and set forth the respective responsibilities." In Section 3.1, some of the descriptors do not discuss tangible developments as it does in the State statute, including convention centers. Although the Commission does not plan on funding a convention center, the other points in the statute should be included.

Nelson said infrastructure should also be added to 3.1.

43 Van Lieshout continued by saying Section 3.2 would be modified to a two-year term and a rolling two-year
44 renewal.

45 Nelson said the Committee felt strongly that a six-year commitment without change would not be wise.

46 Stillman said a rolling one-year commitment as it had been in the past would be too short.

47 Van Lieshout said in 4.2 there should be a longer-term strategic plan for the Strategic Planning Committee
48 with a yearly review. The term would be changed to three years. Van Lieshout asked whether this would
49 be acceptable.

50 Jarosh said there would be no issue with this.

51 Gilbert agreed that focusing on infrastructure would make a three-year plan more necessary.

52 Van Lieshout said the goals and objectives in 4.2 (b) would be approved by mutual voting. Both entities
53 would vote to approve the goals and objectives. In 4.3 and 4.4, the Commission needs to give explicit
54 approval for each of these plans both for a sense of collaboration and to ensure that governmental dollars
55 are being spent according to the law.

56 Gilbert asked what this would mean.

57 Nedderson said there would need to be DDC joint approval before it is sent to the TZC.

58 Van Lieshout suggested completing both actions in a joint committee meeting each year in the fall that is
59 designated for regular business and DDC matters only. In Section 5.2, the Commission would like to change
60 the language for an ex-officio member to be placed on the executive board, not only allowed to attend.
61 Additionally, the section on conflict of interest for a vendor or contractor should be removed. Everything
62 after "may attend meetings of the Bureau's executive committees." Due to the fact that Commissioners
63 are already required to follow state statutes on ethics and the statute is thorough, it is not needed. In
64 Section 5.3 it was noted by Commissioners that sometimes DDC goes into closed session for reasons other
65 than the closed session law dictates. In the interest of transparency, closed session should be limited to
66 personnel matters, competitive bargaining, and litigation.

67 Van Lieshout continued with 5.6 requesting to add a portion that is reflective of tourism infrastructure where
68 "including but not restricted to municipal investment as it relates to overnight stays" is added after "and
69 related tourism activity," to determine whether room tax dollars are being spent effectively. In 6.1, the
70 portion further describing conflict of interest restrictions would also be struck. In Section 6.2 the ex-officio
71 member would be supported but the Commission requests that the member is a DDC board member.

72 Trimmerger expressed that DDC would like to have the option to designate a board member or staff person
73 to the position.

74 Van Lieshout stated that DDC would nominate someone to serve on the Commission as an ex officio
75 member and the TZC would confirm them.

76 Gilbert clarified that the Commission would select the member to serve in the ex officio position.

77 Stillman said the reasoning used to suggest using a staff member or the CEO to ensure that the person who
78 receives direct information has more intimate knowledge of DDC's day-to-day operations.

79 Eliot said the boards need to be well connected and passing information through staff up to the board
80 may be less effective.

81 Van Lieshout said in 7.4 the arbitration portions would be struck from the language. Additionally, in 7.11,
82 Van Lieshout suggested creating a 180-day cancelation clause for either party with a written notice and
83 without cause.

84 **Adjournment**

85 **Anderson moved to adjourn; Nedderson seconded.** Motion carried.

86 Respectfully submitted,

87



88 Juliana Behme

89 Administrator
90



**DOOR COUNTY TOURISM ZONE
SPECIAL JOINT EXECUTIVE COMMITTEE MEETING
Minutes of December 20, 2021 - 3:00 p.m.
Meeting conducted from Council Chambers
City of Sturgeon Bay - 421 Michigan Street**

96 The closed session of the Tourism Zone Full Commission was convened by Chairperson Van Lieshout
97 at the City of Sturgeon Bay.

98 **Committee Members Present by Roll Call:** Fred Anderson, Dave Eliot, Nedd Neddersen, Bryan Nelson,
99 Linda Wait, and Josh Van Lieshout.

100 **Absent:** None.

101 **Excused:** Bill Weddig.

102 **Also in Attendance:** Matt Meacham/**DCTZC**, Juliana Behme/**DCTZC**.

103 **Anderson moved and Dannhausen seconded to move into Closed Session pursuant to Wisconsin State**
104 **Statutes, Section 19.85(1) (g) to confer with legal counsel for the governmental body who is rendering**
105 **oral or written advice concerning strategy to be adopted by the body with respect to litigation in which**
106 **it is or likely to become involved; to wit: enforcement actions against lodging providers who have failed**
107 **to obtain lodging permits and to timely remit monthly room tax report and tax payments.**

108 **CLOSED SESSION**

109 Discussion took place regarding compliance and enforcement issues.

110 Respectfully submitted,
111

A handwritten signature in cursive script that reads "Juliana Behme".

112 Juliana Behme
113 Administrator
114
115
116