



Wisconsin Dells BID Committee - Meeting Agenda

Wednesday, May 17, 2017 at 8:30AM

Wisconsin Dells Municipal Building Council Chambers – 300 La Crosse Street – Wisconsin Dells

1. Call to Order
2. Approval of the May 3, 2017 Meeting Minutes (attached)
3. Discussion/Decision Trademark License Application/Agreement (attached) Dan /Kyler
4. Continued Cohesive Branding Discussion Kevin Ricks
5. Discussion – Block Banner Design Program All
6. Chair Updates Kelli Trumble
7. Items for Next Agenda
8. Adjournment

The Committee may take action on any of the above listed agenda items.

Kelli Trumble, Chairperson

Posted & Distributed: May 13, 2017

Upcoming BID Meetings:

- Wednesday, May 31, 2017 at 8:30am
- Wednesday, June 14, 2017 at 8:30am

**BID Committee
May 3, 2017**

Attending: Kelli Trumble; chairwoman	Ben Anderson
Kevin Ricks; BID	Brian Holzem
Kyler Royston; BID	Jenifer Dobbs; WDVCB
Justin Draper; BID	Hans Helland
Jesse DeFosse; BID	Ed Legge; Dells Events
Dan Gavinski; BID	
Mark Sweet; BID	
Chris Tollaksen; Public Works	

Meeting called to order by Chairwoman Kelli Trumble.

Motion by Kevin Ricks to approve April 19 minutes made by Kevin Ricks. Second by Kyler Royston. Approved.

FARMERS MARKET:

The first weekly market will take place on Sunday, May 14 from 9AM - 1PM. Ten vendors are expected and other part time vendors are expected throughout the summer.

DRAD BUSINESS MIX:

Redevelopment Resources from Madison completed a study of the 300 Broadway block commissioned by the City. At this time, the city felt their services would no longer be needed.

Local realtor Tory Wolfram felt at this time there is a lack of desirable inventory in the downtown. There are not many properties available, but the declining physical condition of many buildings was also noted as a negative factor in the market place.

Open committee discussion about changing the retail mix took place. Major points that were made focused on determining a major attraction that could have the potential to draw up to 500,000 visitors. Though no specific suggestions were made, it was generally agreed that such an attraction would generate other activity and the retail mix would see significant change. It was also agreed that a package of incentives is crucial to have in place for existing businesses to pursue expansion plans or attract new ventures to the city. Those incentives need to involve both the city government and property owners. Committee members were encouraged to consider possible directions to pursue.

PARKING BOARD RECOMMENDATIONS:

Jesse DeFosse informed the committee that due the manpower hours involved with removal of the free parking stickers this spring, the Parking Board is looking at alternatives like a paper bag over meters. Research will continue to find a product which would be easier for removal. Committee consensus was to advocate at the next Board meeting for continuance of the free parking sticker program. Any alternatives such as bags were considered undesirable and impractical.

Maintenance of the grounds around the parking lots were discussed. It is unclear if any city entity has any responsibility to keep those areas clean. The topic will be brought to the attention of the Parking Board at its next meeting.

COHESIVE BRANDING DISCUSSION:

Discussion continued stemming from presentation made at the April 19 meeting by Kevin and Corena Ricks. Both the Dells River Arts District Committee and Design Review Committee will be approached to place the Ricks' presentation on their agendas at their next meetings to seek their input.

NEXT AGENDA: MAY 17, 2017

Items for next meeting will include updates on use of City watering truck by Thompson's Full Bloom to continue work on plantings in the Dells River Arts District, update on DRAD trademark guidelines usage, other topics to be determined.

Motion to adjourn made by Justin Draper. Second by Kyler Royston. Approved.

BID Committee
April 5, 2017

Attending: Kelli Trumble; chairwoman	Thad Meister; Parks and Recreation
Kevin Ricks; BID	Dave Leifer; City Compliance Officer
Dan Gavinski; BID	Jenifer Dobbs; WDVCB
Jesse DeFosse; BID	Brian Holzem
Kyler Royston; BID	Ed Legge; Dells Events
Mark Sweet; BID	
Chris Tollaksen; Public Works	

Meeting called to order by Chairwoman Kelli Trumble.

Motion made by Jesse DeFosse to approve March 22 minutes. Seconded by Kyler Royston.
Approved.

DRAD TRADEMARK AND LICENSING:

Development of a program for use of the Dells River Arts District name and logo was discussed. The main objective previously agreed was to encourage its use so the brand can be seen by as wide an audience as possible. It was also agreed that the DRAD Brand and Style Guide be the determining factor whenever questions arise about use of the trademark. Having the Guide provides control over what merchandise is approved.

To encourage its use, Dan Gavinski recommended setting a low one-time fee paid by the retailer. He also recommended that Sports Impressions be the preferred, semi-exclusive, local wholesale apparel source for use of the DRAD trademark. Sports Impressions also works with other vendors who offer a wide variety of promotional products. The subject of royalties was discussed and tabled for now. Dan Gavinski made a motion that a one time fee of \$75 for use of the DRAD trademark and logo be established for retailers and that a fee of \$200 total for a period of two years be set for Sports Impressions to be the semi-exclusive wholesale source for DRAD apparel. Motion second by Kevin Ricks. Approved unanimously with Kyler Royston abstaining.

Dan recommended that a hard copy of the Brand and Style Guide be given out with an application to retailers. City Attorney Joe Hasler will be consulted as an application will be developed. It was suggested that the application indicate that requests to use the logo are subject to review.

PARKS AND RECREATION DEPT. DRAD CLEANING:

Thad Meister reviewed areas in the DRAD currently being cleaned and maintained by Parks and Recreation Dept. staff. Public areas by the railroad bridge, Eddy St. bump out, Boat landing and boat launch as well as the River Walk are under their supervision.

RARE BARREL AFFAIR:

500 tickets were sold for the April 1 event held at Swan Barn Door. Jenifer Dobbs reported excellent feedback from ticket holders with potential to grow next year.

CHAIR REPORTS:

Kelli asked for committee assistance to remain current in providing information for the DRAD website. Information was received from PCMG to setup a downtown WiFi program. Chris Tollaksen said that city wide WiFi had already been determined by the city not to be cost effective and was rejected. The city is looking at establishing a downtown WiFi area to access downtown information.

ROTARY/ ILLINOIS AVENUE BANNERS:

The Rotary remains interested in putting its \$1600 grant money towards new banners at the Illinois Avenue bridge. They have also expressed interest in future downtown projects.

AGENDA: APRIL 19 MEETING:

Ordinance compliance issues and expectations to be discussed with Dave Leifer; review of DRAD Trademark application form, other topics to be determined.

Dan Gavinski moved to adjourn. Second by Jesse DeFosse. Approved.

**City of Wisconsin Dells
Dells River Arts District
Trademark Use Application Form**

Applicant Name: _____

Other Names used by Applicant: _____

Applicant Place of Business: _____

Applicant Address: _____

Applicant Contact Information.

Name of Designated Agent: _____

Telephone Number: _____

E-mail: _____

Applicant proposes to use the Dells River Arts District marks and logo graphics on the following items/materials:

Applicant will not use the marks or logo graphics on any other items/materials without the City's consent.

Applicant will be bound by the terms of a Trademark Use Agreement and the Brand Book and Style Guide.

Date: _____

Applicant Name

By: _____

Its: _____

Approved by City of Wisconsin Dells subject to execution of Trademark Use Agreement.

CITY OF WISCONSIN DELLS

Date: _____

By: _____

Its: _____

**City of Wisconsin Dells
Dells River Arts District
Trademark Use Agreement
(General)**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (hereinafter "the City") having a principal place of business and address at 300 LaCrosse Street, Wisconsin Dells, Wisconsin 53965 and _____ having an address of _____ (hereinafter "Licensee")

WHEREAS, the City is the sole and exclusive owner of trademarks and registrations as set forth in the "Dells River Arts District Brand Book & Style Guide".

WHEREAS, Licensee acknowledges receipt of the Brand Book & Style Guide and desires to use the City's trademarks and registrations.

WHEREAS, the City is willing to authorize Licensee to use its trademarks and registrations as provided in this Agreement.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. Ownership of Rights. Licensee acknowledges and agrees that the City is the sole and exclusive owner of all rights, title and interest in and to the trademarks and registrations described and regulated in the Brand Book & Style Guide.
2. Grant. City hereby grants to Licensee permission to create, manufacture and sell articles, products and merchandise displaying the City's trademarks and registrations as specified and approved in Licensee's application form.
3. Brand Book & Style Guide. Licensee shall abide by all terms, conditions, guidelines and restrictions as set forth in the Brand Book & Style Guide.
4. Term. This agreement shall be deemed effective as of the date of the last signature below and shall expire one year thereafter. Except that, either party may terminate this agreement with or without cause upon thirty days written notice to the other party. This agreement will continue and be automatically renewed for additional terms of one year.

5. Royalty Payment. Licensee shall pay to the City a license fee of \$75.00 upon the complete execution of this agreement.
6. Indemnification. The City shall have no liability arising out of Licensee's use of the City's trademarks and registrations during the term of this agreement or any renewal. Licensee hereby agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all liability that arises in connection with the sale of the articles, products and merchandise displaying the City's trademarks and registrations.
7. Severability. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term had never been contained herein.
8. Integration. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.
9. Applicable Law. This Agreement shall be governed by the laws of the State of Wisconsin.

CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/ Administrative
Coordinator

LICENSEE: _____

Date: _____

By: _____
Name: _____
Its: _____

Documented drafted by:
Joseph J. Hasler
LAROWE GERLACH TAGGART LLP
Post Office Box 231
Reedsburg, Wisconsin 53959
(608) 524-8231

**City of Wisconsin Dells
Dells River Arts District
Trademark Use Agreement
(Sports Impressions)**

This Agreement is by and between the City of Wisconsin Dells, a Wisconsin Municipal Corporation (hereinafter "the City") having a principal place of business and address at 300 LaCrosse Street, Wisconsin Dells, Wisconsin 53965 and Sports Impressions, Ltd. having an address of 731 Superior Street, Wisconsin Dells, Wisconsin (hereinafter "Licensee")

WHEREAS, the City is the sole and exclusive owner of trademarks and registrations as set forth in the "Dells River Arts District Brand Book & Style Guide".

WHEREAS, Licensee acknowledges receipt of the Brand Book & Style Guide and desires to use the City's trademarks and registrations.

WHEREAS, the City is willing to authorize Licensee to use its trademarks and registrations as provided in this Agreement.

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1. Ownership of Rights. Licensee acknowledges and agrees that the City is the sole and exclusive owner of all rights, title and interest in and to the trademarks and registrations described and regulated in the Brand Book & Style Guide.
2. Grant. City hereby grants to Licensee permission to create, manufacture and sell articles, products and merchandise displaying the City's trademarks and registrations as specified and approved in Licensee's application form; including the exclusive right to create, manufacture and market River Arts District apparel.
3. Brand Book & Style Guide. Licensee shall abide by all terms, conditions, guidelines and restrictions as set forth in the Brand Book & Style Guide.
4. Term. This agreement shall be deemed effective as of the date of the last signature below and shall expire two (2) years thereafter. Except that, either party may terminate this agreement with or without cause upon thirty days written notice to the other party. This agreement will continue and be automatically renewed for additional terms of one year.

5. Royalty Payment. Licensee shall pay to the City a license fee of \$200.00 upon the complete execution of this agreement.
6. Indemnification. The City shall have no liability arising out of Licensee's use of the City's trademarks and registrations during the term of this agreement or any renewal. Licensee hereby agrees to indemnify and hold harmless the City, its officers, employees and agents from any and all liability that arises in connection with the sale of the articles, products and merchandise displaying the City's trademarks and registrations.
7. Severability. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term had never been contained herein.
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CITY OF WISCONSIN DELLS

Date: _____

By: _____
Brian Landers, Mayor

Date: _____

By: _____
Nancy Holzem, Clerk/ Administrative
Coordinator

SPORTS IMPRESSIONS, LTD.

Date: _____

By: _____
Name: _____
Its: _____

Documented drafted by:
Joseph J. Hasler
LAROWE GERLACH TAGGART LLP
Post Office Box 231
Reedsburg, Wisconsin 53959
(608) 524-8231