

# Wis. Dells Business Improvement District (BID) Committee

## Meeting Agenda

Wednesday, February 19, 2020 at 8:30AM

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

Members: Tara Anchor-Chairperson, Ald. Jesse DeFosse-Vice Chair, Mark Sweet-Secretary  
Justin Draper, Dan Gavinski, Adam Makowski, Kevin Ricks, Kyler Royston, vacant seat

---

1. Call to Order
2. Approval of the January 22, 2020 and February 5, 2020 Meeting Minutes (attached)
3. WDVCB Partnership Update – Jenifer Dobbs
  - a. MOU/Agreement Update
  - b. July 4<sup>th</sup>
  - c. Summer Entertainment
  - d. Other
4. Lighting
  - a. River Spotlights
  - b. Dean Lyons – Nite Brites \$5000 Design Fee Deposit and Visit Date
5. Hillside Project – BID Sign
6. Adjourn

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

Tara Anchor, Chairperson

Agenda Posted: February 17, 2020

---

**Open Meetings Notice:** If this meeting is attended by members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.

**BID Committee Meeting Minutes**

January 22, 2020

**Attending BID Members:**

Tara Anchor - Chairperson

Ald. Jesse DeFosse

Dan Gavinski

Adam Makowski

Kevin Ricks

Kyler Royston

**Others:**

Mayor Ed Wojnicz

Chris Tollaksen - City Planning &amp; Zoning

Jenifer Dobbs - WDVCB

Romy Snyder - WDVCB

Peter Culver - Dells Events

Meeting called to order by Chairperson Tara Anchor. Motion to approve January 8, 2020 minutes made by Jesse DeFosse. Second by Kevin Ricks. Motion carried unanimously.

**WDVCB Partnership - a. MOU Update b. July 4<sup>th</sup> c. Farmers Market**

Romy provided an update on the Elm Street Plaza. The Frozen Bear and Fireplace store will both likely be removed to make the plaza footprint as large as possible. Research will be done on other community plazas. Aiming to have the plaza ready by the spring of 2022.

Discussion was had regarding the partnership with the WDVCB. July 4<sup>th</sup> programming will be increased to include a 5K run/walk, pancake breakfast, multiple family-friendly activities and live music.

Jenifer gave an update on the Farmers' Market. Hoping for 15-20 vendors at the Trumble lot.

**Downtown Lighting**

Discussion continued on lighting trees downtown and the north river bank opposite the River Walk. The committee is strongly in favor of Joe Leute's Soul of the River installation, and it was asked that the Leonhardt's (owner of Riverwalk Pub property) come to a February BID meeting so we could discuss how we could make that project happen.

**Ricks' Plan Review**

The committee skimmed through the Ricks' placemaking plan and discussed lighting up the downtown with year-round lights, a potential pedestrian bridge and trail system. Jenifer Dobbs mentioned that the Riverwalk could see substantial Christmas lighting next winter.

Motion made to adjourn by Adam Makowski. Second by Kevin Ricks. Motion carried unanimously.

Submitted by Kyler Royston

**BID Committee  
February 5, 2020**

**Attending: Tara Anchor; BID chairman  
Jesse DeFosse; BID  
Dan Gavinski; BID  
Mark Sweet; BID**

**Jenifer Dobbs; WDVCB  
Carissa Peterson  
Peter Culver; Dells Events**

**Meeting called to order by Chairwoman Tara Anchor.**

**Motion made by Jesse DeFosse to approve January 22 minutes. Second by Mark Sweet. Approved.**

**UPDATE: WDVCB/ BID MEMO OF UNDERSTANDING (MOU) :**

**Jenifer Dobbs reported that City Attorney Joe Hasler has reviewed the memorandum and attorneys for the Bureau are doing the same. It appears the only point which needs to be clarified is that the Bureau should not be listed as the liable party for the July 4th fireworks display as it is still being put on and paid for by the City. Once that point is resolved, the agreement should be ready for final approval.**

**Early plans for the July 4th celebration include a parade which will include a 100 unit marching band, a decorated bike parade, and a costumed dog parade. A pancake breakfast will precede the parade. Carnival games, food and music will take place throughout the day in the city parking lot next to the Municipal building. Fireworks will conclude all the downtown events.**

**The summer entertainment program is about 50% complete on bookings and vendor contracts are coming in for the Farmers Market. The Bureau has hired a person to fill the new festivals employee position which will be shared with BID to work on programming.**

**UPDATE: DOWNTOWN LIGHTING:**

**No new information was available in time for this meeting.**

**UPDATE: RIVER WALK ANCHOR PROJECT:**

**Michael's Signs is continuing to work towards completion of the sign work for the anchor display. Installation should take place this spring.**

**AGENDA.. FEBRUARY 19 MEETING:**

**Discussion of use of the property owned by the Leonhardt family next to the River Walk will be held. Joe Leute is interested in having the photography display, "Soul of the River" located on the property. Review of the final MOU agreement with the Visitors Bureau may take place. Other agenda items to be determined.**

**Motion to adjourn made by Jesse DeFosse. Second by Dan Gavinski. Approved.**

**EVENT MANAGEMENT AGREEMENT**

This Event Management Agreement (this “*Agreement*”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “*Effective Date*”), by and among the City of Wisconsin Dells, a Wisconsin Municipal Corporation (the “*City*”), the City’s Business Improvement District Committee (“*BID*” and together with the City, the “*Committee*”), and Wisconsin Dells Festivals, Inc., a Wisconsin corporation (“*WDF*”).

RECITALS

A. Committee has approved a schedule of Events (defined below) to take place in downtown Wisconsin Dells, Wisconsin during calendar year 2020, and has budgeted and authorized related expenditures; and

B. Committee desires to contract with WDF for its professional services concerning the management of the Events, and WDF is qualified to provide and perform such services pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, the Committee and WDF in consideration of the mutual covenants, terms and conditions herein set forth agree as follows:

AGREEMENT

1. **Engagement.** Subject to the terms and conditions of this Agreement, the Committee hereby engages WDF as a contractor for the purpose of providing the professional services which are hereinafter set forth.

2. **2020 Events.** WDF shall be responsible for the management of the following approved events that will be taking place in downtown Wisconsin Dells, Wisconsin during the 2020 calendar year (collectively, the “*Events*”):

<u>EVENT</u>	<u>SERVICES</u>
<b>Dells River District Summer Entertainment Program</b>	Book, manage, market entertainment
<b>Saturday Farmers Market</b> (May 9 through October 17, 2020 9:30 a.m. to 2:00 p.m., excluding July 4 and September 19, 2020)	Obtain and manage vendors, marketing and promotion
<b>Fourth of July Celebration</b> (July 4, 2020)	Pancake breakfast Bike parade and dog walk Family style cook out by local service club, dunk tank, family carnival activities Fireworks promotion (see Section 5) Live music

<b>Fall Festival</b> (October 24, 2020)	Pumpkin and scarecrow decorating Costume contest Chili cook off Trick or treating Live music 5K Run/Walk
<b>Holiday Festival</b> (December 5, 2020)	Tree lighting Cookie Walk/Ugly Sweater Crawl Caroling/winter concert/bonfire Santa and reindeer display

3. **WDF's Scope of Services.** WDF shall hire appropriate staffing and provide required materials, equipment and supplies as needed to manage the Events and to provide the following event management services (the “*Services*”):

- a. Planning;
- b. Marketing and Promotion;
- c. Volunteer recruitment and supervision;
- d. Procurement of funds, supplies and equipment;
- e. Contract and oversee vendors, entertainers and other needed staff and service providers;
- f. Event day management; and
- g. Coordination and cooperation with the Committee staff and departments

4. **Reimbursement; Payment.** The Committee shall reimburse WDF for its direct and indirect costs attributable to the *Services* as follows:

- a. Reimbursement up to \$30,000.00 for staffing;
- b. Reimbursement up to \$20,000.00 for supplies, materials and equipment; and
- c. Reimbursement up to \$27,000.00 for the cost of scheduled, booked, managed and marketed entertainers for the Dells River District Summer Entertainment Program.

To request a reimbursement for items (a)-(c) from time to time, WDF shall submit a detailed invoice to Committee describing the *Services* performed and any applicable fees and expenses for vendors, entertainers, supplies, equipment and materials. Upon verification by Committee, in its reasonable discretion, of a reimbursement request, Committee shall process and make payable by check to WDF appropriate reimbursement amounts within thirty (30) days of receipt of such invoice. Any reimbursement invoice denied verification by the Committee shall be returned to WDF within thirty (30) days of receipt with an explanation for such denial.

5. **Fourth of July.** WDF’s *Services* as they relate to the aerial fireworks portion of the Fourth of July Celebration (the “*Fireworks Event*”) shall be limited to promotion. The City and Kilbourn Fire Department shall be responsible for the costs, storage, contracting, safety

precautions, supervision, operation, use, explosion, construction, dismantling, and all other activity related to fireworks and the Fireworks Event (the "Activity"), and WDF shall have no responsibility as to any such Activity. The City and Kilbourn Fire Department do hereby agree to hold WDF harmless from any and all liability arising out of or in any manner relating to the Activity, fireworks and related equipment.

6. **Committee Support.** The Committee shall provide reasonable, usual and customary support of the Events, including, but not limited to, the following:

- a. Provide supplementary staff support for traffic, security and public works assistance;
- b. Provide space for the Events and ensure the space is appropriately secured;
- c. Provide access to electrical outlets for use by the Events;
- d. Inform WDF of any special events or other possible impediments to the Events, including construction or repaving, at least one month in advance; and
- e. Pay reimbursement amounts to WDF as provided in this Agreement.

7. **Independent Contractor.** WDF shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the Committee. In the performance of the Services, WDF has the authority to control and direct the performance of the details of the work. However, the results of the Services shall meet the approval of the Committee and shall be subject to the Committee's general rights of oversight to secure the satisfactory completion of the Services.

8. **Insurance.** WDF shall, at its own expense, during the term of this Agreement, maintain a comprehensive general liability policy. The liability under such policy shall be a minimum of \$500,000.00 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis. The City shall be named as additional insured. WDF agrees to provide proof of insurance to the City upon request.

9. **Jurisdiction, Venue, Choice of Law.** This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement shall be brought in the Circuit Court of Columbia County.

10. **Nondiscrimination.** During the term of this Agreement, WDF shall not discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. WDF further shall not discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

11. **Compliance with Applicable Laws.** WDF shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of WDF and its agents and employees.

12. **Immunity.** The City is a governmental entity entitled to governmental immunity under law, including Wis. Stat. Section 893.80. Nothing contained herein shall waive the rights and immunities to which each party may be entitled under law, including all the immunities, limitations and defenses under Wis, Stat. Section 893.80, or any subsequent amendments thereof, any federal law, common law or other applicable laws/.

13. **Entire Agreement.** The parties acknowledge and agree that this Agreement represents the entire agreement between the parties. In the event that the parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be approved and signed by all parties.

14. **Term and Termination.** The term of this Agreement shall be from the Effective Date through December 31, 2020 (the "*Expiration Date*"), unless earlier terminated pursuant to this section. Either party may terminate this Agreement without cause upon ten (10) days' written notice to the non-terminating party. Should either party terminate this Agreement prior to the Expiration Date, the Committee shall reimburse WDF for any eligible expenses that WDF had incurred or committed prior to the delivery of the written notice by the terminating party that would have been reimbursed by the Committee in the ordinary course of this Agreement pursuant to Section 4.

15. **Severability.** If any term or provision of this Agreement shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions shall not be affected and each term and provision of this Agreement shall be valid and enforced to the fullest extent provided by Wisconsin law

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature page follows)

CITY OF WISCONSIN DELLS

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Edward Wojnicz, Mayor

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Nancy R. Holzem, Clerk/Administrative  
Coordinator

BUSINESS IMPROVEMENT DISTRICT  
COMMITTEE

Dated: \_\_\_\_\_, 2020

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

WISCONSIN DELLS FESTIVALS, INC.

Dated: \_\_\_\_\_, 2020

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