

Wis. Dells Business Improvement District (BID) Committee Meeting Agenda

Wednesday, January 8, 2020 at 8:30AM

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

Members: Tara Anchor-Chair, 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 December 18, 2019 Meeting Minutes (attached)
3. WDVCB Partnership Discussion/Possible Action on Memorandum of Understanding (attached)
4. Downtown Lighting Discussion/Action
 - Sample Test
 - Riverbank Spotlights
 - Revised Proposal
5. Interstate Billboards Update/Discussion
6. Brief Budget Review/Discussion
7. Next meeting is Wednesday, January 22, 2020
8. Adjourn

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

Tara Anchor, Chairperson

Agenda Posted: January 6, 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
December 18, 2019**

**Attending: Tara Anchor; chairwoman
Jesse DeFosse; BID
Dan Gavinski; BID
Kyler Royston; BID
Adam Makowski; BID
Mark Sweet; BID**

**Mayor Ed Wojnicz
Thad Meister; Park and Recreation
Chris Tollaksen; Public Works
Peter Culver; Dells Events
Don Spearbecker**

Meeting called to order by Chairwoman Tara Anchor.

Motion to approve December 4 minutes made by Adam Makowski. Second by Jesse DeFosse. Approved.

2020 ENTERTAINMENT:

Jenifer Dobbs plans to present proposed 2020 programming plan which will help define where the new shared BID / WDVCB employee would have a role. That plan will be discussed at the next BID meeting.

LA CROSSE STREET LANDSCAPING:

Thad Meister presented a revised design plan for landscaping the hill area at the junction of Broadway and La Crosse Street. The landscaping would be covered as a line item in the Parks and Recreation budget and should cost about \$15,500. It would allow for the addition of a sign which BID would be responsible for designing and funding. Electricity will be made available to the area for lighting which would also be the responsibility of the BID to add, if desired. Consensus approval was given for the project to move forward.

DOWNTOWN LIGHTING:

A revised estimate was provided for accent tree lighting in the downtown. The revised plan eliminated fabrication of metal rings to support the electric fixtures that would be directed down towards the sidewalk. Using a simple vertical mounting and two 25-60 watt colored bulbs, the revised cost to do 40 trees would be \$47,000.

Don Spearbecker was directed to install two samples on trees on the 200 block as soon as feasible. One sample would utilize two 25 watt fixtures on a vertical mount. The second sample would involve at least one electrical fixture, possibly 50-60 watt in strength, and wrapping the tree trunk with strands of Christmas style lights. This installation will assist BID in making the right decision on a larger scale.

Motion to adjourn made by Adam Makowski. Second by Jesse DeFosse. Approved.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "**MOU**") is entered into January 1, 2020 (the "**Effective Date**"), by and between the Wisconsin Dells Visitor & Convention Bureau (WDVCB), Wisconsin Dells Festivals, Inc. (WDF) and the City of Wisconsin Dells Business Improvement District Committee (BID), collectively "the **Parties.**"

WHEREAS, the Parties desire to enter into an agreement to have WDVCB/WDF plan, execute and manage downtown events. The scope of work will be agreed upon by all parties and who will designate approximately twenty (20) hours per week under the direct supervision of the WDVCB/WDF; and

WHEREAS, the Parties desire to observe certain terms and conditions of their endeavor;

NOW THEREFORE, in consideration of the mutual arrangements and agreements contained herein, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any and all anticipated agreements related to the services provided. This MOU is an agreement between the Parties to work together to encourage an atmosphere of collaboration and alliance. The said collaboration working in support of an effective partnership will establish and maintain pre-determined objectives and commitments with regards to matters related to downtown events.
2. **Objectives.** The Parties agrees as follows:
 - a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
 - b. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
 - c. In consideration for the services provided by the WDVCB & WDF, the BID agrees to be invoiced up to \$30,000 annually to offset labor costs. It is understood that approximately twenty (20) hours per week will dedicated by WDVCB/WDF to planning, executing and managing downtown events.
 - d. The BID agrees to be invoiced for services, supplies & collateral necessary for the WDVCB/WDF to purchase in order to execute his/her new event responsibilities annually. (See attachment A)

- e. Events that will be planned and executed by the new WDVCB/WDF position will be outlined and presented to the BID annually. (See attachment A)
3. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until December 31, 2020.
 4. **Termination.** This Agreement may be terminated at any time by either Party upon 90 days written notice to the other party.
 5. **Representations and Warranties.** All Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
 6. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
 7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
 8. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
 9. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent

or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

10. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

11. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.

12. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Columbia County, Wisconsin law.

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.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Wisconsin Dells Visitor & Convention Bureau

Signed: _____

By: _____

Date: _____

Wisconsin Dells Festivals, Inc.

Signed: _____

By: _____

Date: _____

City of Wisconsin Dells Business Improvement District Committee

Signed: _____

By: _____

Date: _____

Attachment A

BID Approved Budget

Services/Labor: \$30,000.00

Event Collateral: \$20,000.00 (in addition to existing city/vendor contracts)

Entertainment: \$24,000.00

Additional expenses to be presented by WDVCB/WDF and approved by BID on a case by case basis.

BID Approved 2020 Events

- ❖ DRD Summer Entertainment Program
 - Entertainment booked, managed and marketed
- ❖ Farmers Market
 - Saturday markets May 9 through October 17, 9:30 am to 2 pm (excluding 9/19)
- ❖ Fourth of July Celebration
 - Pancake breakfast
 - Bike parade and dog walk
 - Family style cook out by local service club, dunk tank, family carnival activities
 - Fireworks (contracted by city)
 - Live music
- ❖ Fall Festival, October 24
 - Pumpkin and scarecrow decorating
 - Costume contest
 - Chili Cookoff
 - Trick or treating
 - Live music
 - 5 k Run/Walk
- ❖ Holiday Festival, December 5
 - Tree Lighting
 - Upgraded Holiday lighting – 2021 BID budget
 - Cookie Walk/Ugly Sweater Crawl
 - Caroling/Winter Concert/Bonfire
 - Santa and reindeer display

*** Actual event schedules and activities may vary. Final schedules and budgets will be presented to BID for approval.

December 18, 2019



Lord Electric & Control, LLC
 19205 Bittersweet Ave
 Warrens, WI 54666
 (o) 608-378-4526
 (c) 608-304-6907

Project: Wisconsin Dells Tree Lighting Project

300 La Crosse Street
 Wisconsin Dells, WI 53965

This is a turn-key project. Labor, material, installation all included.

Total Quantity	Measure Description
40	LED RGBW Lighting for Trees (2) Fixtures Simple Mount Upgrade upper light add \$75.00 each Yearly inspection and test \$200.00 per block Minimum order of 5 units

<u>Proposal Totals</u>	
Total Project Cost	\$47,000.00
Proposed Cost after Incentives	\$47,000.00

Owner's Rep Signature:

Date

Owner's Rep Print Name:

LEC Rep Signature:

Date

Don Spearbecker

Recommended Installation Days and Times:

CITY OF WISCONSIN DELLS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2019

ITEM 6

21 -BID FUND

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>BID</u>					
4270-210 BID ASSESSMENT REVENUE	326,831.00	0.00	326,830.82	100.00	0.18
4690-210 FARMER'S MARKET REVENUE	4,500.00	0.00	0.00	0.00	4,500.00
4800-210 MISCELLANEOUS REVENUE	0.00	0.00	26,536.00	0.00	26,536.00
4812-210 INTEREST ON INVESTMENTS	180.00	0.00	197.47	109.71	17.47
4920-210 TRANSFER IN	15,000.00	0.00	0.00	0.00	15,000.00
TOTAL BID	346,511.00	0.00	353,564.29	102.04	(7,053.29)
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TOTAL REVENUES	346,511.00	0.00	353,564.29	102.04	(7,053.29)

CITY OF WISCONSIN DELLS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2019

21 -BID FUND
 BID

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>BID OPERATING</u>					
5620-210-1000 SALARIES	1,500.00	0.00	650.00	43.33	850.00
5620-210-1700 FICA	0.00	0.00	0.00	0.00	0.00
5620-210-2000 OPERATING EXPENSE	750.00	0.00	617.38	82.32	132.62
5620-210-2001 LEGAL & AUDIT FEES	6,300.00	416.67	5,883.37	93.39	416.63
5620-210-2200 UTILITY EXPENSE	0.00	0.00	91.92	0.00	91.92
5620-210-2220 FESTIVALS & ENTERTAINMENT	56,500.00	1,800.00	33,473.96	59.25	23,026.04
5620-210-2230 ADVERTISING & BILLBOARDS	44,650.00	0.00	34,780.00	77.89	9,870.00
5620-210-2240 DEVELOPMENT AGREEMENT	85,000.00	0.00	85,000.00	100.00	0.00
5620-210-2250 PUBLIC RESTROOMS	25,479.00	0.00	25,478.52	100.00	0.48
5620-210-2700 MAINT. /REPAIR	41,832.00	2,545.00	38,731.00	92.59	3,101.00
TOTAL BID OPERATING	262,011.00	4,761.67	224,706.15	85.76	37,304.85
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<u>BID ECONOMIC DEVELOPMENT</u>					
5650-210-2000 ECONOMIC DEVELOPMENT EXPEN	80,000.00	1,825.00	11,570.65	14.46	68,429.35
TOTAL BID ECONOMIC DEVELOPMENT	80,000.00	1,825.00	11,570.65	14.46	68,429.35
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<u>BID FARMER'S MARKET</u>					
5660-210-2000 FARMER'S MARKET EXPENSES	4,500.00	0.00	0.00	0.00	4,500.00
TOTAL BID FARMER'S MARKET	4,500.00	0.00	0.00	0.00	4,500.00
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<u>BID OUTLAY</u>					
5720-210-8200 BID OUTLAY	0.00	0.00	0.00	0.00	0.00
5720-210-8210 RIVERWALK OUTLAY	0.00	0.00	0.00	0.00	0.00
TOTAL BID OUTLAY	0.00	0.00	0.00	0.00	0.00
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TOTAL BID	346,511.00	6,586.67	236,276.80	68.19	110,234.20
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TOTAL EXPENDITURES	346,511.00	6,586.67	236,276.80	68.19	110,234.20
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	(6,586.67)	117,287.49		(117,287.49)

CITY OF WISCONSIN DELLS
 APPROVED BUDGET
 AS OF: DECEMBER 31ST, 2019

21 -BID FUND

REVENUES	2017 ACTUAL	2018 ACTUAL	2019			2020		APPROVED BUDGET	% INCREASE DECREASE
			BUDGET	Y-T-D	PROJ. FYE	DEPARTMENT REQUESTED	FINANCE RECOMMENDED		
BID									
4270-210 BID ASSESSMENT REVENUE	294,234	327,222	326,831	326,831	0	361,200	361,200	361,200	10.52
4690-210 FARMER'S MARKET REVENUE	6,125	2,810	4,500	0	0	0	0	0	100.00-
4800-210 MISCELLANEOUS REVENUE	1,619	0	0	26,536	0	0	0	0	0.00
4812-210 INTEREST ON INVESTMENTS	132	180	180	197	0	180	180	180	0.00
4920-210 TRANSFER IN	91,259	0	15,000	0	0	15,000	15,000	15,000	0.00
TOTAL BID	393,368	330,213	346,511	353,564	0	376,380	376,380	376,380	8.62
TOTAL REVENUES	393,368	330,213	346,511	353,564	0	376,380	376,380	376,380	8.62

21 -BID FUND
 BID

EXPENDITURES	2017 ACTUAL	2018 ACTUAL	2019			2020		APPROVED BUDGET	% INCREASE DECREASE
			BUDGET	Y-T-D	PROJ. FYE	DEPARTMENT REQUESTED	FINANCE RECOMMENDED		
BID OPERATING									
5620-210-1000 SALARIES	2,574	0	1,500	650	0	31,000	31,000	31,000	1,966.67
5620-210-1700 FICA	0	0	0	0	0	0	0	0	0.00
5620-210-2000 OPERATING EXPENSE	549	662	750	617	0	500	500	500	33.33-
5620-210-2001 LEGAL & AUDIT FEES	6,300	6,330	6,300	5,883	0	6,300	6,300	6,300	0.00
5620-210-2200 UTILITY EXPENSE	1,991	0	0	92	0	0	0	0	0.00
5620-210-2220 FESTIVALS & ENTERTAINMENT	26,237	26,647	56,500	33,474	0	51,000	51,000	51,000	9.73-
5620-210-2230 ADVERTISING & BILLBOARDS	39,200	29,632	44,650	34,780	0	44,900	44,900	44,900	0.56
5620-210-2240 DEVELOPMENT AGREEMENT	85,000	85,000	85,000	85,000	0	85,000	85,000	85,000	0.00
5620-210-2250 PUBLIC RESTROOMS	24,689	25,158	25,479	25,479	0	25,805	25,805	25,805	1.28
5620-210-2700 MAINT. /REPAIR	41,151	46,212	41,832	38,731	0	44,375	44,375	44,375	6.08
TOTAL BID OPERATING	227,690	219,641	262,011	224,706	0	288,880	288,880	288,880	10.25
BID ECONOMIC DEVELOPMENT									
5650-210-2000 ECONOMIC DEVELOPMENT EXPEN	77,116	5,000	80,000	11,571	0	87,500	87,500	87,500	9.38
TOTAL BID ECONOMIC DEVELOPMENT	77,116	5,000	80,000	11,571	0	87,500	87,500	87,500	9.38
BID FARMER'S MARKET									
5660-210-2000 FARMER'S MARKET EXPENSES	2,446	4,269	4,500	0	0	0	0	0	100.00-
TOTAL BID FARMER'S MARKET	2,446	4,269	4,500	0	0	0	0	0	100.00-
BID OUTLAY									
5720-210-8200 BID OUTLAY	0	0	0	0	0	0	0	0	0.00
5720-210-8210 RIVERWALK OUTLAY	0	2,653	0	0	0	0	0	0	0.00
TOTAL BID OUTLAY	0	2,653	0	0	0	0	0	0	0.00
TOTAL BID	307,252	231,563	346,511	236,277	0	376,380	376,380	376,380	8.62
TOTAL EXPENDITURES	307,252	231,563	346,511	236,277	0	376,380	376,380	376,380	8.62
REVENUE OVER/(UNDER) EXPENDITURES	86,116	98,649	0	117,287	0	0	0	0	0.00