



**VILLAGE OF COTTAGE GROVE
NOTICE OF PUBLIC MEETING
Tourism Commission
Wednesday, December 21, 2022
8:30 a.m.**

This meeting will take place as a hybrid meeting both virtually via Zoom and in person at Village Hall at 221 E. Cottage Grove Road. If you are utilizing Zoom, please join the meeting from your computer, tablet or smartphone by visiting

<https://us06web.zoom.us/j/81167945292?pwd=VUxRREErV1kzMjlzTHJUY3ZMZXBvdz09>. You can also participate via phone by dialing 1 312 626 6799 and use **Meeting ID** 811 6794 5292# When asked for your Participant ID, just press #, when asked for the **Passcode** enter 221. You may also choose to participate by providing public comment prior to the meeting via email to Village Clerk Lisa Kalata: lkalata@village.cottage-grove.wi.us. If this is a teleconference, virtual or hybrid meeting, please review the Village of Cottage Grove's [policy](#).

1. Call To Order
2. Determination Of Quorum And That The Agenda Was Properly Posted
3. PUBLIC APPEARANCES-Public's Opportunity To Speak
4. Discuss And Consider The Minutes From The October 19, 2022 Meeting.

Documents:

[10-19-22 TOURCOM MINUTES.PDF](#)

5. Discuss And Consider Appointment Of New Chairperson.
6. Discuss And Consider Draft Contract To Engage Cottage Grove Chamber Of Commerce As The Designated Tourism Entity.

Documents:

[3VJ9519-TOURISM COMMISSION AGREEMENT \(002\).PDF](#)

7. Update From Comfort Suites.
8. Update On Tourism Fund Balance.
9. Future Agenda Items.
10. Adjournment

This agenda has been prepared by Staff and approved by staff for use at the meeting as listed above.

Any item on the agenda is subject to final action. Notice: Persons needing special accommodations should call 608-839-4704 at least 24 hours prior to the meeting. It is possible that members of and possibly a quorum of members of other governmental bodies may be in attendance at the above stated meeting to gather information; 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.

**VILLAGE OF COTTAGE GROVE
TOURISM COMMISSION
Wednesday, October 19, 2022**

MINUTES

1. Call to order

Melissa Ratcliff called the meeting to order at 8:03 a.m. This was a hybrid meeting.

2. Determination of quorum and that the agenda was properly posted.

It was determined that there was a quorum of members present and that the agenda was properly posted. In attendance were Britt Leach, Melissa Ratcliff, and John Williams. Carl Anton attended in place of Ander Victorine to represent Comfort Suites. Staff in attendance were Planning Director Erin Ruth, Communications Manager Gabe Altenbernd, and Village Attorney Rick Manthe.

3. PUBLIC APPEARANCES – Public’s opportunity to speak. None.

4. Discuss and consider minutes from the September 21, 2022 meeting. Motion by Williams to approve minutes as presented, second by Leach. Motion carried with voice vote of 4-0.

5. Discuss and Consider Draft Contract to Engage Chamber of Commerce as the Designated Tourism Entity. Manthe provided an overview of the draft contract, and suggested the commission discuss the level of control the Village wants to have over the work done by the Chamber. Leach had questions about the available and anticipated fund balance, the lead time for the audit in the contract, and how funds would be requested and allocated. Leach also suggested the Chamber would benefit from having flexibility over the use of the funds. Ratcliff suggested the funds could be allocated in January and July and the Chamber could provide an update at each meeting on how the funds were being used. The proposed contract is for one year so changes could be made next year if needed. Manthe indicated he would make the suggested changes to the draft to distribute ahead of the next meeting. Anton provided an update that the hotel has been busy with weddings and visiting construction workers.

6. Future Agenda Items. The next meeting was scheduled for Wednesday, November 16 at 8:30 a.m. Items will include the next draft of the Chamber contract, an update on room taxes from the Village Finance Director, and a regular update from the hotel.

7. Adjournment. Motion by Williams to adjourn, seconded by Leach. Motion carried with voice vote of 4-0-0.

**Erin Ruth, Director of Planning & Development.
Village of Cottage Grove
Approved:**

These minutes represent the general subject matter discussed in this meeting but do not reflect a verbatim documentation of the subjects and conversations that took place.

**TOURISM ENTITY CONTRACT BETWEEN THE VILLAGE OF COTTAGE GROVE
TOURISM COMMISSION AND COTTAGE GROVE CHAMBER OF COMMERCE,
INC. FOR 2023**

This Agreement is made and entered into this _____ day of _____ 2022, by and between the Village of Cottage Grove, acting through the Village of Cottage Grove Tourism Commission (“Commission”), and the Cottage Grove Chamber of Commerce, Inc., a Wisconsin Non-Stock Corporation (“Chamber”).

Whereas, the Village of Cottage Grove (“Village”) has enacted an ordinance imposing a room tax pursuant to Wis. Stat. 66.0615(1m)(a), and

Whereas, the Village has created a tourism commission pursuant to Wis. Stat. 66.0615(1m)(c)1, and

Whereas, the Chamber represents that it is a nonprofit organization, that it was incorporated before January 1, 2015, that it will spend 100 percent of the room tax revenue it receives from the Commission on tourism promotion and development, and that it provides destination marketing staff and services for the tourism industry in the Village.

Now, therefore, in consideration of the mutual covenants and conditions contained herein, it is understood and agreed between the parties as follows:

1. **Recitals.** The above recitals are material to and are incorporated in this Agreement.
2. **Tourism Entity.** During the term of this Agreement, the Chamber shall spend 100 percent of the room tax revenue it receives from the Commission on tourism promotion and development, as defined by Wis. Stats. § 66.0615(1)(fm), and shall provide destination marketing staff and services for the tourism industry in the Village.
3. **Tourism Promotion and Tourism Development.** The Commission shall provide the Chamber seventy percent of all room tax revenue that the Village receives, and the Chamber shall perform tourism promotion and tourism development activities during calendar year 2023. The Village shall make two annual payments to the Chamber equal to seventy percent of eligible room tax actually received by the Village. Following January 1 and July 1, the Chamber may request payment of all eligible room tax revenue received by the Village. The Commission shall make payments within thirty days of request for payment by the Chamber. The Commission may approve payment of eligible room tax revenue to the Chamber prior to a payment date upon the Chamber’s request.

The Chamber shall only spend room tax revenue it receives on destination marketing staff and services related to tourism promotion and tourism development activities, including marketing projects and transient tourist informational services that will be significantly used by transient tourists and reasonably likely to generate paid overnight stays.

4. **Annual Report.** The Chamber shall provide an annual report to the Commission. The report shall be submitted on or before December 1 for the purpose of communicating compliance with the duties and responsibilities set forth in this Agreement for the 2023 calendar year. The report shall include a detailed accounting of funds expended and the purposes for which they were spent within the reporting period.

5. **Inspection and Audit.** The Commission or its duly authorized agents shall be entitled to inspect and audit the records of the Chamber for compliance with this Agreement. The Commission may also cause an audit to be performed by an independent accounting firm. The Chamber shall reimburse the Commission's expense of such audit. If, because of such audit, there are recommendations presented in a Management Letter ("Letter"), the Chamber shall implement those recommendations or otherwise respond in writing to the Commission with their reasons for noncompliance, within ninety (90) days of receipt of said Letter. The Commission shall provide the Chamber with written notice at least fifteen days prior to commencing an audit.
6. **Relationship of the Parties.** It is understood and agreed that the Chamber is engaged and retained as an independent contractor and not as officers, agents, or employees of the Commission.
7. **Effective Date and Term.** This Agreement shall be in force and effect from the date first written above until December 31, 2023, unless it is otherwise terminated as provided herein.
8. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.
9. **No Third-Party Beneficiaries.** Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
10. **Termination.** This Agreement shall expire December 31, 2023. The Agreement may be terminated by the Commission for a breach of the Agreement, upon thirty (30) days written notice to the other party; and terminated without cause, by either party, upon ninety (90) days written notice to the other party. Upon receipt of the notice of termination, or the expiration of the Agreement, the Chamber will not encumber any additional funds or incur any additional expenses to be funded by the Commission, but the Commission pay for services rendered pursuant to this Agreement prior to the receipt of the notice of termination.
11. **Indemnification and Hold Harmless.** The Chamber agrees to indemnify and hold harmless the Village from all claims arising out of Chamber activities in the performance of this Agreement.
12. **Notice.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered in person, sent by facsimile, or sent by registered or certified mail, postage prepaid, to the following:

Village Clerk
Village of Cottage Grove
221 E. Cottage Grove Road,
Cottage Grove, WI 53527

Cottage Grove Chamber of Commerce
P.O. Box 211.

Cottage Grove, WI 53527

13. **Choice of Law.** This Agreement is to be construed and enforced in accordance with the laws of the State of Wisconsin.
14. **Diversity, Equity, and Inclusion.** To advertise that the Village is a welcoming community to all people, regardless of race, religion, gender, disability, sexual orientation, or nationality, the Chamber shall incorporate diversity, equity, and inclusion values in any tourism promotion and tourism development activities in which the Chamber spends payments under this Agreement.
15. The Chamber shall provide an update to the Commission on tourism promotion and tourism development efforts or projects at every Commission meeting.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties have executed this Tourism Entity Contract for 2023 or caused this Agreement to be executed by their respective officers on the date first above written.

VILLAGE OF COTTAGE GROVE TOURISM COMMISSION, WISCONSIN

By: _____ Chairperson

ATTEST:

_____ Village Clerk

COTTAGE GROVE CHAMBER OF COMMERCE

By: _____ Chamber President

ATTEST:

_____ Chamber Secretary