



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

CITY OF LAKE GENEVA TOURISM COMMISSION
MONDAY, JANUARY 8, 2024 - 4:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)

Members:

Chairperson Brian Waspi, Linda Moritz, Troy Migut, Zakia Pirzada, Alderperson Fesenmaier and Alderperson Howell; Ex-Officio Members: Mayor Charlene Klein, Comptroller Laura Pisarcik, and VISIT Lake Geneva President Stephanie Klett

THE CITY OF LAKE GENEVA IS HOLDING MEETINGS VIRTUALLY AND IN-PERSON; YOU MAY PARTICIPATE IN THE MEETING BY THE FOLLOWING:

4:00 p.m. - January 8, 2024 Tourism Commission
Jan 8, 2024, 4:00 – 5:00 PM (America/Chicago)

Please join my meeting from Google Chrome on your computer.

<https://meet.goto.com/555225429>

AGENDA

1. Chairman, Waspi call the meeting to order
2. Roll Call
3. Comments from the public limited to 5 minutes, limited to items on this agenda
4. Approval of the December 11, 2023, Tourism Commission minutes as prepared and distributed
5. Update from Heather Jones (Independent Contractor for Tourism Commission) Meet at the Lake Promotional Activity
6. Riviera agreement for events requesting to have rental fees waived
7. Update from Tourism Entity (VISIT Lake Geneva) on Promotional Activity, Calendar, and Hotel performance
8. Update from Lake Geneva Business Improvement District (events and mission)
9. Written financial update regarding Room Tax Dollars Collected, Financials, current Budget & Disbursements, list of outstanding (unpaid) tourism grants awarded
10. Discussion/Action on Tourism Promotional Grant Program and Requests: **Maximum ten (10) minute presentation per request:**
11. Discussion/Action regarding approval of date change for 2024 Taco Fest from Friday, September 20, 2024, through Sunday, September 22, 2024, to Friday, September 13, 2024 through Sunday, September 15, 2024

12. Discussion: Link on City website and revision to Tourism Grant Application listing City website page showing City hotels and lodging
13. Discussion: review of Riviera Waiver Form (previously approved by City Council)
14. Discussion: review of signed 2024 VISIT contract with the Lake Geneva Tourism Commission
15. Future Agenda Items (next meeting date: Monday, February 12, 2024, 4:00pm)
16. **Adjournment**

This is a meeting of the Tourism Commission. No official City Council action will be taken; however, a quorum of the City Council may be present.

TOURISM COMMISSION MINUTES
Monday, December 11, 2023
COUNCIL CHAMBERS, CITY HALL

Meeting was called to order by Chair Waspi at 4:02 p.m.

Roll Call

Present: Chair Brian Waspi, Ald. Fesenmaier, Alderman Howell, Linda Moritz, Troy Migut, Stephanie Klett (Ex-Off), Mayor Klein (Ex-Off, sat in audience)

Absent: Vice Chair Zakia Pirzada, Comptroller Laura Pisarcik (Ex-Off)

Comments from the Public limited to 5 minutes, limited to items on the agenda

Dave Sekeres, 315 Amber Drive, Whitewater, spoke in favor of the Visit 3-year contract revisions and the great relationship between the Tourism Commission and Visit.

Approval of Tourism Commission minutes from November 13, 2023, and November 28, 2023, Special Meeting

Motion by Howell, second by Moritz, to approve the minutes from November 13, 2023, and November 28, 2023, Special Meeting. Unanimously carried.

Motion by Howell, second by Waspi, to suspend the rules to move Item #10 to this point in the agenda. Unanimously carried.

Update regarding Visit Lake Geneva contract with Tourism Commission

The contract now includes revised Paragraph 5:

5. VLG Room Tax Revenue and Term. Beginning with the room tax collected for the period from January 1, 2024 and continuing through the period of December 31, 2028 the Tourism Commission shall forward an amount of 51% of all room tax amounts collected by the City to VLG to be used as provided herein.

Provided there are sufficient funds transferred to the Commission, distribution of room tax by the Commission will be 51% of all room tax collected by the city (72.86% of Commission received funds) paid in quarterly disbursements to VLG. Disbursements to be made no later than 60-days following the end of each quarter.

Also included in the revised contract, Paragraph 8 (below):

c. Notwithstanding the above, if Stephanie Klett or Deanna Goodwin are no longer serving as one or more of the top leadership positions of VLG, contract parties agree to immediately begin good faith renewal negotiations with the contractual terms of this agreement to potentially be modified to begin on the subsequent January 1st.

Fesenmaier called attention to the addition of the reference in Paragraph 5 of 72.86%, which was not previously discussed. She also wanted a section (below) from Paragraph 5 re-inserted as the deletion was never discussed:

“If following the execution of this Agreement, the Wisconsin Room Tax Act changes with respect to the amount of room taxes or the allocation of room taxes, the Commission and VLG, agree to re-negotiate paragraph 5 of the Agreement according to the changes in the statute to become effective the year following the change.”

Fesenmaier also asked that the words “at least” be inserted before “180 days” in Section 10 Termination Paragraph A to allow negotiations to officially begin even earlier.

These changes were accepted by Visit and the Commission.

Motion by Waspi, second by Moritz, to approve the Visit 5-year contract with two most recent proposed changes and all previously-referenced updates. Voice vote: 4 – 1, with Alderman Fesenmaier voting no.

Heather Jones, Independent Contractor for Tourism Commission, Meet at the Lake Promotional Activity

Heather Jones gave a recap of the Riviera website data. She explained that ads will be placed on Google soon for the upcoming engagement season. According to a CNN article, wedding proposals continue to be on a downward trend due to the 2019 pandemic. She is showing new record amounts in the Riviera catering commissions.

Most notable was the website traffic with the City of Lake Geneva at spot #5.

The Riviera rentals are on pace compared to 2022 numbers. Jones is working on a website refresh and new marketing materials just in time for engagement season.

Update from Tourism Entity – Visit Lake Geneva

Deanna Goodwin reported the success of this year's Christmas Parade with 80 floats, including the State Championship Badger High School Varsity Football team, plus great weather and huge crowds. Winterfest 2024 is quickly approaching the last week in January with 15 competing teams and a new layout using the Center Street side of Flat Iron Park. Fox 6 and CBS Chicago are booked for live broadcasts from Winterfest.

Earned media:

[Best U.S. Towns That Are Great in the Summer and Winter \(fodors.com\)](https://www.fodors.com/best-us-towns-summer-winter)

[The Seven Best Christmas Towns In Wisconsin \(onlyinyourstate.com\)](https://www.onlyinyourstate.com/wisconsin/best-christmas-towns/)

[2 Wisconsin Towns Among The 'Most Romantic' Small Towns In The U.S. | 1310 WIBA \(iheart.com\)](https://www.1310wiba.com/story/2023/12/13/2-wisconsin-towns-among-the-most-romantic-small-towns-in-the-u-s/1310-wiba-iheart-com/)

A holiday and winter media kit will be released soon. The Visit Bundle Up campaign will be accepting donations at the Visit Center through December 31st. The Donald Driver contract is now extended into Fall 2024.

Riviera Agreement for events that request rental fees waived

Continue to January meeting to include the Riviera Waiver form in the packet for review by the Commission.

Update from Lake Geneva Business Improvement District (BID) – Alexandria Binanti

Binanti explained that the 2023 Wine Walk had substantial participation with over \$5000 raised for the Never Say Never Playland. Forty businesses had window décor for this year's contest; Guac Star won first place.

BID's December regular meeting included representatives from the DOT for an in-person presentation regarding the future Hwy. 50 project. There were 85 attendees.

Alex will work with the City Clerk to fix the link on the City website to BID's current website.

Written financial update provided by City Comptroller

No new information was included in the packet. The 2024 City Budget, Tourism section, was previously presented to the Commission but not voted on.

Tourism Promotional Grant Program and Requests

Baseball/Softball Travel Tournaments, Geneva Lake Family YMCA

Mike Coolidge, YMCA Sports Operation Direction, presented the grant application details regarding the sports field maintenance work at City-owned Veteran's Field. All six fields were renovated in 2021, with a grant from the Tourism Commission. The fields required rehab before the beginning of the 2024 season. Motion by Howell, second by Migut, to approve the \$16,281.60 grant. Discussion regarding funding source. Motion by Fesenmaier, second by Waspi, to amend and clarify this would be a municipal development grant funded under that line item in the Tourism budget. Amendment and main motion unanimously carried.

Tourism Commission Logo and other possible changes

Howell suggested version #3. Motion by Howell, second by Moritz, to approve version #2. Withdrawn after discussion. Motion by Howell, second by Waspi, to adopt for official use Logo Version #1. Unanimously carried. Motion by Waspi, second by Migut, to approve the \$280 invoice for the logo design. Unanimously carried.

Addition of link or QR code to all marketing materials including print and social media (Continued from July 2023 meeting). Potential revision to Tourism Grant Application to include that the grantee lists the City website page URL/link (mirrored from the Riviera webpage) showing City hotels and lodging

Heather will work with Administrator Nord to place hotels links (from Riviera website) on the City website. This website link will then appear on marketing materials for grants awarded. Place on January agenda for review and possible action regarding Tourism Grant Application revision. Continued by consensus.

Future meeting agenda items and next meeting date –

- Tourism Logo – vote on invoice for work completed
- Link on City website and revision to Tourism Grant Application listing City website page showing City hotels and lodging
- Riviera Waiver Form (as approved by Council) – review only; include copy in packet
- Visit 2024 Signed Contract – review only; include copy in packet

Monday, January 8, 2023, at 5:01 PM

Motion by Moritz, second by Migut, to adjourn at 5:50 p.m. Carried.

Respectfully submitted,
Alderman Fesenmaier
Secretary

Riviera Ballroom/MATL Update- Tourism Commission Meeting January 2024

Marketing Update

- Website Analytics Update: Past 30 Days:
 - Site Sessions: 1,315 (15% increase)
 - Site Sessions by traffic source
 1. Google (578)
 2. Direct (349)
 3. Facebook (201)
 4. Visit Lake Geneva (36)
 5. Bing (30)
 - Active Inquiries: 54 (+7 from last month), 58 recorded for December 2022
 - Avg. Session Duration: 3min 5sec (9% decrease)
 - Site Bounce Rate: 55% (+15%)
- WeddingWire & TheKnot: December Stats
 - 90 Storefront Views, compared to 69 avg in our market/category
 - 17 leads (+5 from last month)
- Hotels & Lodging Analytics Update Past 30 days:
 - 75 Page Views (+53 from last month)
 - Avg. time spent on page: 3min 59sec (+1min 44sec)

**Reports generated on January 3rd*

Social Media Ad Campaign started up December 15th, running through April 15th

Wedding show at The Riveira on Saturday, January 20th

Listed The Riviera on Zola (paid per lead response) and Here Comes the Guide (complimentary listing)

Sales Update

	2018	2019	2020	2021	2022	2023	2024	2025
Weddings	45	28	9	54	55	52	43	4
Social	4	1	0	1	5	4	4	
Corporate	4	2	1	1	2	3		
Non-Profit	7	10	0	3	1	5	3	
Event Total	60	41	10	60	62	64	50	4
Cancellation Total	0	0	40	11		3	2	1
Rescheduled	0	0	20	4		1	1	
Comp			5	2	5	6		

- Sales by Year November 2023:
 - 2023 Events- No change
 - 2024 Events- 2 wedding contracts returned this month, plus one social event with 1 contract out.
 - 2025 Events- One contract out.
 - Last Year- Reported on December 6, 2022; 53 events booked for 2023 and 11 events booked for 2024.

ACTUAL RIVIERA BALLROOM REVENUE BY YEAR

CITY OF LAKE GENEVA RIVIERA REVENUE (NET REVENUE AFTER TAX)

2018	2019	2020	2021	2022	2023 YTD (as of 12/1)
\$146,139.23	\$99,792.62	\$29,095.71	\$162,926.92	\$286,754.23	\$305,143.78

CATERING REVENUE

\$29,159.74	\$14,688.76	\$4,337.68	\$32,970.09	\$46,691.72	\$47,186.30
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**Lake Geneva Tourism Commission
JANUARY 8, 2024
VISIT Lake Geneva Update**

Partner Meetings & Events

- VLG Monthly Partner Meeting – Tuesday, January 16, 8-9am at Geneva Tap House (252 Broad St.)
- Ribbon Cutting – Friday, January 12, 4pm, Fat Cats (104 Broad St.)

Public Events – 2023-2024

- Lake Geneva Winterfest – January 31 – February 4, 2024
 - Downtown Ice Sculpture Walk – February 1 – 4, 2024
- Lake Geneva Restaurant Week – April 20 – 28, 2024
- Concerts in the Park – Thursdays June 27 – August 8, 2024
- Lake Geneva Electric Christmas Parade – Saturday, December 7, 2024

Earned Media Highlights – December 2023

- [10 day trips from Madison to keep you active and satisfy your taste buds this winter](#) | Wisconsin State Journal
- [Only in Wisconsin: 10 stories from 2023 that highlighted life...](#) | Green Bay Press Gazette
- [12 Best Towns In Wisconsin For A Winter Getaway](#) | World Atlas
- [12 Experiences to Add to Your Wisconsin Winter Bucket List](#) | Up North News
- [9 Fun, Affordable Winter Weekend Getaways In Wisconsin](#) | Up North News
- [8 Best Small Town Getaways in Wisconsin](#) | Midwest Living Magazine
- [6 Family-Friendly Spots for Your Winter Getaway](#) | Dad Life
- [10 Spontaneous Weekend Getaways For Couples From Chicago](#) | The Travel
- [U.S. National Snow Sculpting Competition coming to...](#) | Kaukauna Community News
- [World's Tallest Glass Tree Live Interview](#) | The Weather Channel
- [Winter Activities in Lake Geneva](#) | FABWI
- [4 Easy Getaways That Stretch Your Dollar Between Holidays](#) | AARP Magazine
- [Santa Cruise light tour in Lake Geneva puts guests in the holiday...](#) | CBS News Chicago
- [110 Coziest Winter Towns in America for a Magical Getaway](#) | New York Travel Guides
- [These 3 Wisconsin towns are among the 'coziest' winter travel destinations in America](#) | Milwaukee Journal Sentinel
- [60 Thoughtful Midwest Experiences to Gift This Holiday Season](#) | Midwest Living Magazine

Marketing Metrics – DECEMBER 2023

Website – VisitLakeGeneva.com

- Sessions – 122,573 | +44.4% (YTD 1,581,493 | +17.3%)
- Pageviews – 333,157 | +72.7% (YTD 4,335,179 | +33.8%)
- Users – 92,762 | +34.4% (YTD 1,212,794 | +18.5%)
- Online Guide Visits – 1,459 (YTD 67,379)

- **Top Cities**

- | | |
|----------------------------------|--------------------|
| 1. Chicago – 24,632 Unique Users | 6. Dallas – 1,297 |
| 2. (not set) – 5,363 | 7. Ashburn - 991 |
| 3. Milwaukee – 2,221 | 8. Denver - 699 |
| 4. Lake Geneva – 1,490 | 9. Kenosha - 533 |
| 5. Madison – 1,317 | 10. Rockford - 524 |

- **Top Pages**

- | | |
|--|--------------------------------------|
| 1. Events – 98,331 Pageviews | 6. Visitors Guide Request – 7,413 |
| 2. Winterfest – 22,203 | 7. Stay Hotels & Resorts – 6,410 |
| 3. Home – 15,214 | 8. Winter Realms – 6,210 |
| 4. Things to Do Winter Activities – 12,311 | 9. Events Christmas Parade – 6,175 |
| 5. Things to Do – 11,295 | 10. Food & Drink – 5,346 |

Social Media

- Facebook – 68,530 Followers (+805) | 631,868 Post Reach | 9.1 Million Post Reach YTD
- Instagram – 12,885 Followers (+170) | 15,657 Post Reach | 422,278 Post Reach YTD
- Twitter – 3,518 Followers (+8) | 999 Impressions | 25,329 Impressions YTD
- LinkedIn – 1,397 Followers (+8) | 45,529 Impressions | 546,685 Impressions YTD
- TikTok* – 1,036 Followers (+63) | 8,355 Views | 388,227 Views YTD

(*) Launched June 2023

Email Subscribers

- Subscribers – 53,260 (-59)
- Open Rate – 33.2%

Visitor Center Activity

- Walk-ins – 424 (YTD 15,311)
- Phone Calls – 149 (YTD 2,927)
- Emails – 359 (YTD 10,942)
- Visitors Guides Fulfilled – 323 (YTD 10,624)

Hotel Activity – NOVEMBER 2023

- Occupancy - 42.2% (+4.4%) | YTD 52.7% (-1.5%)
- ADR - \$158.70 (+7.8%) | YTD \$195.67 (+5.3%)
- RevPar - \$67.05 (+12.5%) | YTD \$103.04 (+3.7%)

Meetings & Events RFP Activity – DECEMBER 2023

RFP#	Total Room Nights	Total Attendees	Meeting Type	Properties Sourced
1292	200	25	Social	Grand Geneva, Lake Lawn Resort, Geneva National, The Ridge, The Cove , Fairfield , Harbor Shores , The Abbey
1293	40	20	Corporate	Grand Geneva, The Cove , Harbor Shores , Geneva National
1294	1850	450	Corporate	Grand Geneva
1295	1735	600	Legal/Govt	Grand Geneva

- RFPs Distributed – 4 (YTD 143)
- Total RFP Room Nights – 3,825 (YTD 59,929)
- Total RFP Attendees – 1,095 (YTD 35,537)

OTHER

- Winter Media outreach underway – upcoming interviews on WTMJ Radio, WGN Radio and CBS58 TV, plus several live remotes by Chicago and Milwaukee TV stations during Winterfest.
- Lake Geneva Bundle Up 2023 - 1,211 winter clothing items were donated and distributed to Walworth County families.
- Lake Geneva to host the Wisconsin Governor's Conference on Tourism March 10-12, 2024 at Grand Geneva Resort.
- 2024 Lake Geneva Region Visitors Guide published this month.
- Donald Driver campaign 2024 - Winter commercial shoot underway.



PO BOX 910, Lake Geneva WI 53147 | 262.220.8916 | www.downtownlakegeneva.org

Executive Director's Report December Recap

Website & Social:

Most visited pages were /shop and /downtownholidays. Adding downtown holidays marketing increased visibility largely on both website and social engagement. Site was most searched for in google, direct, then facebook.

Will be adding a blog section on website in the new year, also added Murals in Motion Event Webpage for Call to Artists.

Reached 10k followers in December on Facebook. Engagement is increasing at an equal pace. Instagram grew in followers by 59%.

Social Posting Topics:

- i. Santa Visits Downtown
- ii. Holidays planning & shopping
- iii. Placemaking: Interviews with a local

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Visitor Sessions		(526)	(937)	(1043)	(1269)	(1265)	(1013)	(1931)	(13,385)	(15,567)	(3,869)	(962)
Mobile	-	347	707	677	952	955	690	1375	10,592	13,007	3301	678
Desktop	-	174	214	338	284	272	293	5262	2397	2307	492	270
Tablet	-	5	16	28	33	38	30	29	331	265	76	14
Pageviews												
	-	1,011	1,433	1,490	1,909	1,983	1,804	3,609	21,292	21,693	3,883	1,336
2023 Other												
Users	-	526	937	1034	1269	1265	1013	1620	13,321	11,726	3168	962

New Visitors	-	440	755	801	997	892	906	1572	10,960	10,843	2883	693	
Avg Time on site	-	3m26s	4m29s	3m50s	4m03s	3m07s	3m44s	3m36s	3m39s	3m46s	4m15s	3m34s	
Social													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Facebook													
Followers	7,092	7,283	7,495	7,582	7,731	7,817	8,130	8,599	9,225	9582	9888	1053	
MoM Change	48	191	212	87	149	86	313	469	626	357	306	165	
Reach	11,412	25,727	31,218	15,455	31,089	18,311	55,078	124,856	124,983	79,116	84,708	57,303	
Post Engagement	1,993	1,950	3,900	2,980	10,465	6,184	14,701	20,984	18,032	19,443	17,716	7,302	
Instagram													
Followers	2,589	2,613	2,636	2,665	2,694	2,706	2,727	2,773	2,804	2836	2871	2931	
MoM Change	39	24	23	29	29	12	21	46	31	32	35	60	
Reach	3,200	2,720	3,079	1,967	4,142	1,501	2,074	2,093	5756	3116	1628	1870	
Engagement	3,100	1,100	1,985	1,057	2,247	239	317	887	859	677	273	261	

Events:

December had no official events but hosted Santa at various businesses downtown on Thursday evenings.

Shop small promotional marketing took place digitally and on the radio for the holidays; also marketed curating the perfect winter break opportunities.

Full list of schedule of events will be listed following January Strategic Plan Meeting January 10th.

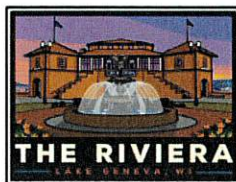
Beautification:

- i. Lighting – Holiday décor in Flat Iron Park and reinstallation of lights on Main Street
- ii. Banners – Designing year round banners for 2024 and still soliciting for 3 more veterans banners.
- iii. Murals – Call of Artists Launched. Selections to be made in February.

Business Communications & Marketing:

- i. 14 (160 ytd) business site visits for analysis of business sales through the holidays and survey event feedback from tree lighting.

- ii. Hosted a public discussion with DOT for future Hwy 50 project. Attendance held was 85 businesses and local community members including city representation
- iii. Strategic and Marketing Plans developed to be voted on in January
- iv. January 24th will be hosting the next BID Meet Up Networking Event featuring a brief presentation from WEDC's Main Street Program at 5:30pm at Harbor Shores.



Complimentary Riviera Ballroom Event Request

Date of Event:

Hours of Event:

Name of Event:

Person(s) Responsible:

Address:

Phone Number:

Email:

Estimated number of guests attending :

Food to be served? Yes/No

Liquor to be served? Yes / No *(no cash bar)*

*Valid for events that will be open to the public or part of a community enrichment special event. Special event permit to be applied for separately, if applicable.

Completed forms to be submitted to cityclerk@cityoflakegeneva.gov & lakegenevariviera@gmail.com to begin the approval process.

Approval from Finance, Licensing & Regulations Committee, Date: _____

Approval from Common Council, Date: _____



TOURISM ENTITY AGREEMENT

This **TOURISM ENTITY AGREEMENT** ("Agreement") is entered into by and between the City of Lake Geneva ("City") Tourism Commission ("Commission"), in accordance with §66.0615 Wis. Stat. ("Room Tax Act"), and the Lake Geneva Chamber of Commerce, Inc. doing business as VISIT Lake Geneva, a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation ("VLG") effective January 1, 2024.

WHEREAS, the City has enacted a Room Tax Ordinance to impose a tax on the privilege of furnishing, at retail, rooms or lodging to transients by any persons furnishing accommodations which are available to the public pursuant to §66.0615 Wis. Stat. ("Room Tax Act").

WHEREAS, the City has established a "Tourism Commission" duly authorized, in accordance to the statute, to contract with a tourism entity (destination marketing organization).

WHEREAS, VLG qualifies as a "tourism entity" as that term is defined in the Room Tax Act; and

WHEREAS, the City, through the authority of said Commission, desires to enter into a contract with VLG for it to provide the staff, support services and assistance in developing and implementing tourism promotion and development in the greater Lake Geneva area and VLG desires to enter into such a contract with the Commission; and

WHEREAS, the agreements of the parties as to such services shall be as set forth herein; and

WHEREAS, the parties have determined that the execution of this Agreement is in the best interest of the City;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated in and made a part of this Agreement.
2. Definitions.
 - a. "VLG" shall mean the Lake Geneva Chamber of Commerce, Inc. doing business as VISIT Lake Geneva, a Wisconsin Non-Profit 501(c)(6) Non-Stock Corporation.



b. "City" shall mean the City of Lake Geneva.

c. "Commission" shall mean a tourism commission duly formed by the City of Lake Geneva pursuant to Sec. 66.0615, *Wis. Stats.*

d. "Room Tax" shall mean a tax imposed on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, bed & breakfast inns, vacation rentals, and other persons furnishing accommodations which are available to the public pursuant to the Room Tax Act, Sec. 66.0615, *Wis. Stats* as amended from time to time.

e. "Room Tax Ordinance" shall mean an ordinance to impose a uniform tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, bed & breakfast inns, vacation rentals and other persons furnishing accommodations which are available to the public pursuant to the Room Tax Act in the City of Lake Geneva. The City currently imposes a room tax of 8% on tourists who stay at lodging properties within the City of Lake Geneva.

3. Purpose. The purpose of this Agreement is to set forth the respective responsibilities, powers, duties and obligations of the parties hereto in collecting and utilizing Room Tax revenues generated in the City under the provisions of the Room Tax Act.

4. VLG to Provide Tourism Promotion and Development. The Commission hereby designates VLG as its tourism entity as required under the Room Tax Act and VLG shall develop and implement tourism promotion and development and provide destination marketing and staff and services for the tourism industry in the City.

5. VLG Room Tax Revenue and Term. Beginning with the room tax collected for the period from January 1, 2024 and continuing through the period of December 31, 2028 the Tourism Commission shall forward an amount of 51% of all room tax amounts collected by the City to VLG to be used as provided herein.

Provided there are sufficient funds transferred to the Commission, distribution of room tax by the Commission will be 51% of all room tax collected by the city (72.86% of Commission received funds) paid in quarterly disbursements to VLG. Disbursements to be made no later than 60-days following the end of each quarter.

If following the execution of this Agreement, the Wisconsin Room Tax Act changes with respect to the amount of room taxes or the allocation of room taxes, the Commission and VLG agree to renegotiate paragraph 5 of this Agreement according to changes in the statute to become effective the year following the change.

6. Use of Room Tax Revenues. VLG agrees to use the room tax revenue it receives to implement tourism promotion and development as well as provide destination marketing, staff, and services for the tourism industry in the City as defined in the Room Tax Statute. With the goal of advancing the City of Lake Geneva as a premier tourism destination. The parties agree that room tax revenues may also be used by VLG for its administrative costs, such as, staffing costs, and other



costs associated with the performance of its obligations under this Agreement. VLG agrees that its administrative costs will be reasonable and proper.

7. Acknowledgement of Compliance. VLG acknowledges and agrees that the imposition of a room tax as specified above complies with the Room Tax Act, and all other applicable statutes.

8. VLG Responsibilities. In addition to those other duties and responsibilities set forth herein, VLG shall be responsible for the following:

- a. Reporting. VLG will provide, to the Tourism Commission, monthly reports of tourism tracking and indicators including marketing activities, promotions, and event plans.
- b. Accounting. VLG will provide the City (City Comptroller) with an accounting of all VLG expenditures of room tax revenue as required by the Room Tax Act and the Wisconsin Department of Revenue.
- c. VLG Room Tax Annual Report ("Report"). Not later than April 1st of each year, VLG shall provide the City a Report, which information is intended to be used by the City on a form that the City must provide to the Wisconsin Department of Revenue ("DOR") on or before May 1st. The Report shall specify the amount of all room tax revenues it received from the City in the previous year and a detailed account of all expenditures or room tax revenue as required by the Room Tax Act. VLG agrees to certify to the City the truth and accuracy of the Report. VLG further agrees to assist the City as appropriate with DOR Room Tax Reporting requirements. If DOR reporting deadline requirements change, VLG will provide City the report information necessary to file no later than 30 days prior to the DOR deadline.
- d. Business Plan. VLG agrees to provide a written business plan to the Commission which provides a projection of proposed and/or planned tourism promotion and development activities by January 15th of each year under contract.
- e. Services.
 - i. Continue the name of Visit Lake Geneva.
 - ii. Obligation to manage and promote the following annual events in the City of Lake Geneva, unless event fees are imposed by the City to hold such events:
 1. Concerts in the Park (approximately 7 summer midweek nights)
 2. Winterfest (U.S. Snow Sculpting Championship)
 3. Christmas Parade
 4. Restaurant Week
 - iii. Assist the Commission and City of Lake Geneva Downtown Business Improvement District (BID) with promoting BID events
 - iv. Maintain and staff Visitors Center in the City of Lake Geneva
 - v. From Visit Lake Geneva's website provide a complimentary website link to the City of Lake Geneva Downtown Business Improvement District (BID) website.
 - vi. VLG shall forward all received group event Request for Proposals (RFP's) to hotels/motels located within the city limits of the City of Lake Geneva, which meet the requirements of such RFP's. Visit Lake Geneva will notify the Commission or their



designee of any large city wide groups coming to the area, as well as sharing the RFP for any group that falls within the agreed upon accommodations and property specs previously provided by the Commission or their designee.

- vii. For each fiscal year, VLG shall render to the City of Lake Geneva, to the extent required in section 8(d), an accounting of the expenditures. The allocation of Room Tax dollars used for the VLG marketing shall not be used to pledge as security for bonds and to retire bonds or grants.
- viii. Visit Lake Geneva's strategic plan initiatives should be designed to enhance Lake Geneva's tourism industry and unique character of place, and create new visitor experiences with the goal of positive effect on the City of Lake Geneva Hotel & Motel occupancy.
- ix. VLG will continue to work with the Lake Geneva Business Improvement District (BID) on concepts and promoting of additional events, particularly those midweek or offseason.
- x. VLG to provide complimentary advertising space on VLG website home page as follows: Twelve (12) one-month event spotlight ads to market city events targeting the tourist audience, and six (6) one-month lodging spotlight ads to promote the Riviera as an event venue. City agrees to provide ad material to VLG in accordance with VLG's Partner Co-op Marketing program requirements.

9. Events of Default. Each of the following shall be considered to be an Event of Default (only following the applicable cure period) as to VLG:

- a. The failure to provide the City with the Room Tax Revenue Report as required herein. However, upon request of VLG, the City will give VLG an additional ten (10) days to cure. If, however, the City is granted an extension by the Department of Revenue, then VLG will be given additional time to prepare the Room Tax Revenue Report so that the City can file a timely Certified Report with the Department of Revenue.
- b. The failure to provide the City with the financial records that support the Room Tax Revenue Report as required herein after thirty (30) days written notice of VLG's failure to do so by the City, provided that if VLG cannot in good faith provide the business plan within the thirty (30) days of notice but has begun the process to provide such information, the cure period shall be extended an additional thirty (30) days to allow for VLG's good faith compliance.
- c. The failure to provide the City with the business plan as required herein after thirty (30) days written notice of VLG's failure to do so by the City, provided that if VLG cannot in good faith provide the business plan within the thirty (30) days of notice but has begun the process to provide such information, the cure period shall be extended an additional thirty (30) days to allow for VLG's good faith compliance.

10. Termination.

- A. This Agreement shall remain in effect from January 1, 2024 to December 31, 2028 (five (5) years). Both parties agree to good faith renewal negotiations to begin at least 180 days prior to



the expiration of the contract term. Pending no written changes are requested by either party, this contract will renew for additional three (3) year terms.

B. Notwithstanding the above, this Agreement can be subject to termination earlier if any of the following occur:

- a. The City or Commission may terminate this Agreement at any time if VLG commits an Event of Default that is not cured within the applicable time period.
- b. The City or Commission may terminate this Agreement at any time if it is found that VLG, or its agents, has committed a material breach of this Agreement, (including but not limited to, the intentional misuse of Room Tax revenues for purposes outside of which are permitted by the Room Tax Act); or (ii) VLG is no longer acting as a "Tourism Entity" as defined in the Room Tax Act. In the event of a material breach, and prior to terminating the Agreement, the City or Commission shall provide written notice, including a reasonable description of the material breach, of the material breach to VLG. VLG shall have thirty (30) days to cure said breach. The City or Commission may terminate the Agreement if VLG fails to cure said breach within the thirty (30) day cure period.
- c. Notwithstanding the above, if Stephanie Klett or Deanna Goodwin are no longer serving as one or more of the top leadership positions of VLG, contract parties agree to immediately begin good faith renewal negotiations with the contractual terms of this agreement to potentially be modified to begin on the subsequent January 1st.
- c. In the event of termination, the Commission shall make no further remittances, beyond the time period for which this contract was active and the City shall collect room tax for lodging stays through, to VLG under this Agreement and those revenues shall instead be temporarily retained by the Commission until such time as they can be forwarded to another tourism entity as defined by the Room Tax Act. All funds in the possession of VLG shall remain the property of VLG.
- d. Following termination, the City or Commission shall have no further obligation to VLG. However, VLG shall remain under the duty to provide an accounting as requested and the audit as described above in this Agreement, through the date of termination.

11. Modification. This Agreement shall not be modified without an express written agreement executed by the parties.
12. Severability. If any provision or provisions of this Agreement shall be held to be invalid, such holding shall not in any way whatsoever affect the validity of the remainder of this Agreement.
13. Governing Law. This Agreement has been drawn and executed and shall be performed in the State of Wisconsin. All questions concerning this Agreement and the performance hereunder shall be judged and resolved in accordance with the laws of Wisconsin.
14. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than



those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

15. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
16. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing Party.
17. Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. There are no representations, arrangements, understandings, or agreements, oral or written, not contained herein.
18. Authority. In signing this Agreement, the parties represent and warrant that the terms herein have been approved by their respective governing bodies and that appropriate authority rests in the signatories on behalf of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Lake Geneva Chamber of Commerce, Inc. d/b/a VISIT Lake Geneva

By: [Signature], Chairperson

Attest: [Signature], President & CEO

Date: 12-27-2023

City of Lake Geneva Tourism Commission

By: [Signature], Chairman

Attest: [Signature], Secretary

Date: December 19, 2023