



MARKETING COMMITTEE MEETING AGENDA

Tuesday, January 20, 2014 at 3:00 p.m.

Sister Bay Fire Station 2258 Mill Road

For additional information check: www.sisterbaywi.gov

Call Meeting to Order

Deviations from the agenda order shown may occur.

Roll Call

1	Chair – Shane Solomon		2	Drew Bickford	
3	Kathy Enquist		4	Tara Gokey	
	Administrator – Zeke Jackson				

Approval of minutes as published

Comments and Correspondence

Business Items

1. Discussion on funding for Village Wide Rummage Sale and Sister Bay Car Show; consider a motion for action if appropriate.
 - a. \$6000 budgeted in Gen Gov.
 - b. Closure of Mill Rd. for vendors.

Discussion on funding for Sunsplash Regge Festival; consider a motion for action if appropriate.

 - a. Use of Sports Complex for camping.
 - b. Closure of Mill Rd. for vendors.
2. Discussion on 2015 Marketing focus; consider a motion for action if necessary.
3. Discussion of goal/expectation setting between SBAA and Village on activities; consider a motion for action if necessary.
4. Consider a motion to discuss matters to be placed on a future agenda or referred to a committee, official or employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality 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. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administrator’s Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:		
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Name		

1 the consensus that under the circumstances it would probably make the most sense and be
 2 the best utilization of the previously mentioned funds to conduct a “soft opening” at the
 3 beginning of the season in 2015 and then plan a huge “grand opening” celebration after all
 4 the work on the Beach Project has been completed. Examples of small scale activities
 5 which could still be conducted in the pavilion include “meet and greets” with members of
 6 pro, semi-pro or college sports teams, plays and theatrical performances, All Star Wrestling
 7 matches, magic shows, dog shows, cartoon and movie viewings, and/or a fashion show(s).
 8 The Sports Complex could also be utilized for events requiring more room, like a
 9 strongman show, a logging competition, dog sledding competitions, or a construction
 10 equipment trade show.

11
 12 *The Committee members respectfully requested that this issue be referred back to the*
 13 *Village Board for advisement ASAP.*

14
 15 John Nelson of *Door Guide Publishing* indicated that he does marketing for a number of
 16 local businesses and also produces the “*Go Guide*” and the “*Door County Dining Guide*”.
 17 For some time he and Lars Johnson have been discussing the possibility of conducting
 18 some type of activity which will draw people to the Village during the two weekends after
 19 Thanksgiving. To that end, they would like to create a pavilion with a stage on the lot next
 20 to Al Johnson’s and open “*Sister Bay’s Christmas Market*”. The challenge will be to create
 21 something that is “cool” and “good quality”. In order for he and Johnson’s concept to
 22 come to fruition a unique brand for the event would need to be created. The Committee
 23 members indicated that they believe Johnson and Nelson have a very good idea, but
 24 pointed out that by November of 2015 work will have commenced on the Bay Shore Drive
 25 Reconstruction Project and detours will be in effect.

26
 27 **Item No. 1. Discussion regarding parking and wristbanding for festivals and special**
 28 **events; Consider a motion for action if necessary:**

29 *It was the consensus that this issue shall be referred to the Parks Committee.*

30
 31 **Item No. 2. Discussion regarding creation of a detour map and doing marketing during**
 32 **the time period when work is done on the Bay Shore Drive Reconstruction Project:**

33 A draft of a simple detour map was included in the meeting packets, and the Committee
 34 members jointly reviewed that document. When work was done on the Utilities Project a
 35 more complex map was created. That map focused on the location of businesses within
 36 the construction zone. There were complaints that some businesses had been omitted from
 37 the map, so it was redone and general business location signage was also created.
 38 Complaints were then received that the second map was too cluttered and difficult to
 39 understand. There has not been any money budgeted for creation of such a map, and the
 40 Village really doesn’t have a responsibility to create one. It was eventually the consensus
 41 that since the Village doesn’t have a responsibility to create a detour map, that shall not
 42 occur. Clear and concise detour signage will be erected by the Village, and if the SBAA
 43 Board of Directors determines that such a map is necessary they could see that one is
 44 created.

45
 46 *A motion was made by Solomon, seconded by Enquist that the Village shall see that clear*
 47 *and concise detour signage which pertains to the 2015/2016 Highway Reconstruction*
 48 *Project is created and erected throughout the detour zone, but the issue of whether or not*
 49 *a detour map shall be created will lie with the SBAA Board of Directors. Motion carried –*

1 All ayes.

2
3 *The suggestion was made that renderings of completed projects be placed at construction*
4 *sites throughout the Village, and it was the consensus that this issue shall be addressed at*
5 *the next meeting of the Marketing Committee.*

6
7 **Item No. 4. Discussion regarding goal/expectation setting for the SBAA and the Village**
8 **on activities; Consider a motion for action if necessary:**

9 *The Village provides annual support to the SBAA, but at the present time there are no*
10 *written directives regarding goals or expectations for the SBAA or the Village. Village*
11 *officials believe such a document would be very useful tool for both entities. A copy of an*
12 *Operating Agreement which was entered into between another municipality and a local*
13 *business association was included in the meeting packets and the Committee members*
14 *jointly reviewed that document. Funkhouser was asked to prepare a similar Operating*
15 *Agreement and see that it is forwarded to Jackson, who will prepare written comments and*
16 *make recommendations for amendments. All applicable documents will be included in the*
17 *packets for the next meeting of the Marketing Committee.*

18
19 **Item No. 5. Discussion regarding tented events and promotion of Waterfront Park for**
20 **weddings and other special events; Consider a motion to refer to the appropriate**
21 **committee for action:**

22 *A motion was made Solomon, seconded by Enquist that Agenda Item No. 5 – Discussion*
23 *regarding tented events and promotion of Waterfront Park for weddings and other special*
24 *events shall be tabled until the next meeting of the Marketing Committee. Motion carried –*
25 *All ayes.*

26
27 **Item No. 6. Consider a motion to discuss matters to be placed on a future agenda or**
28 **referred to a committee, official or employee:**

29 *The Committee members indicated that it would be very helpful if a regular monthly*
30 *meeting date were to be established, and it was the consensus that the Marketing*
31 *Committee shall meet on the third Tuesday of every month at 3:00 P.M.*

32
33 *It was also the consensus that the following issues shall be referred to a committee, official*
34 *or employee:*

- 35 • *The members of the Village Board shall be asked to provide direction regarding the*
36 *preferred course of action with respect to marketing for 2015.*
- 37 • *Placement of renderings of completed projects at construction sites shall be*
38 *addressed at the next meeting of the Marketing Committee.*

39
40 **Adjournment:**

41 *A motion was made by Enquist, seconded by Funkhouser to adjourn the meeting of the*
42 *Marketing Committee at 11:10 A.M. Motion carried – All ayes.*

43
44 Respectfully submitted,

45 

46 Janal Suppanz, Administrative Assistant

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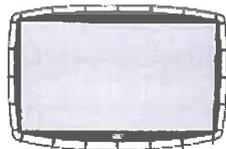
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AGREEMENT

THIS AGREEMENT is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic duly created under the laws of the State of Wisconsin (the "Village") and the SISTER BAY ADVANCEMENT ASSOCIATION, a Wisconsin non-profit, non-stock corporation (the "Association")

RECITALS

WHEREAS, pursuant to the provisions of Section 61.34(1) of the Wisconsin Statutes the Village Board of and for the Village of Sister Bay has the authority and power to act for the government of the Village and for its peace and good order and for the commercial benefit of the community as well as its health, safety, welfare and convenience; and

WHEREAS, the Association, among other things, provides community-oriented promotional services and has special knowledge and experience together with trained staff to provide such promotional services; and

WHEREAS, the Village is desirous of providing grant monies for the community oriented promotional services of the Association in order to facilitate commerce, promote tourism, provide workforce training, as well as to solicit entertainment and recreation within the community and to reduce unemployment and bring needed capital investment into the community, under and pursuant to the terms, conditions, limitations and provisions of this Agreement through the promotion of the artistic and cultural heritage, community services and amenities of the Village of Sister Bay;

NOW, THEREFORE, the Parties hereto, by their respective authorized agents and representatives do hereby agree in and to the following:

ARTICLE I

TERM AND TERMINATION

Section 1.1 Term. The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, 2015.

Section 1.2 Renewal. This Agreement shall not automatically renew but may be renewed upon the mutual agreement of the Parties hereto.

Section 1.3 Termination. This Agreement may be terminated by either party hereto at any time upon ninety (90) days prior written notice to the other party. Monies received by the Association from the Village in the quarter immediately preceding the quarter in which notice is given must be returned along with the notice. No further grants will be paid by the Village to the Association once notice has been given.

ARTICLE II

PROMOTIONAL SERVICES

Section 2.1 General Statement of Services. The Association shall in a professional and businesslike manner promote the artistic and cultural heritage through producing events in such manner as the Association shall determine subject to the terms, conditions, limitations and provisions of this Agreement. In its promotion of the Village of Sister Bay, under this Agreement, the Association shall not represent or promote the interests of non-civic or non-sectarian organizations or entities or individual businesses within or outside of the Village of Sister Bay unless such organization, entity or business was a joint sponsor of an Event being promoted hereunder.

Section 2.2 Community Promotion Through Event Production. Subject to annual approval by the Village, the Association shall carryout community promotion through the production of community based and community oriented events, such as, but not limited to shows, exhibits, plays, music events, dance events, storytelling and fireworks displays, and festivals during the term of this Agreement. Such events shall be held at such locations as shall be approved by the Village.

Section 2.3 Community Promotion Through Visitor Services. The Association shall operate a Visitor Center in a facility located in the Village of Sister Bay. Services rendered through the Visitor Center shall include but not be limited to production of publications, distribution, administrative, and other activities related to the operation and provision of services related to tourism development, enhancement and promotion in and of the Village of Sister Bay.

Section 2.4 Membership. The Association shall include membership and all the privileges associated therewith for the Village of Sister Bay and each of its units of business, identified as the Sister Bay Marina, the Sister Bay Waterfront Park, the Sister Bay Stage, Village Hall, Sports Complex, Ice Rink, and other facilities owned or controlled by the Village of Sister Bay.

Section 2.5 Leverage of local Funds. The Association shall make every effort to maximize funds under its control in order to enhance and expand its own operations, staffing capabilities, number and size of events, market reach and penetration. The Association shall make application under the Wisconsin Department of Tourism's GEM grant program, 2 applications annually to support existing or new event development/promotion. The Association shall actively seek additional sponsorship and grant opportunities, including regional and national brand sponsors for Sister Bay Events.

ARTICLE III

USE OF PUBLIC FACILITIES

Section 3.1 Use of Public Facilities. For purposes of the provisions of Section 2.2 of this Agreement, the Village shall, upon prior notice, make available facilities and improvements, subject to the restrictions and limitations set forth in this Article, and the Village of Sister Bay Code of Ordinances. The Association shall, by March 1st provide a list of dates for promotional events to be held in/on Village facilities by the Association.

Section 3.2 Waterfront Park, Sister Bay Stage, and other Village Facilities. The use and availability of space and facilities in the Village of Sister Bay by the Association for community promotion events sponsored in whole or in part by the Association shall be subject to the following site specific restrictions and limitations:

(a) Performances and Displays: Public performance events may begin no earlier than 9:00 a.m. and conclude no later than 9:00 p.m. Set up for the performance event may not begin earlier than 7:00 a.m. and take down must be concluded by no later than 12:00 p.m. (midnight). Any exceptions must be granted by the Village Parks, Properties and Streets Committee.

Section 3.5 Fees. For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to, and use of, Village Facilities according to the Village Fee Schedule. SomeThe Vi

Section 3.6 Signage. For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to and the use of the designated temporary banner locations located throughout the Village without fee or charge. The Village shall have the right to preempt placement of Association temporary signs in order to satisfy its own purposes. Where practicable, the Village and Association shall jointly produce and share costs of co-located banners where and when events produced by the Association and Village fall on similar days.

ARTICLE IV

INSURANCE AND INDEMNIFICATION

Section 4.1 Insurance. The Association agrees, both generally and specifically with respect to the services to be provided hereunder, that it will procure and maintain in place insurance against such risks in such amounts as are customarily insured for such services. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or

policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The Association shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, carry and maintain general liability and workers compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Association shall name the Village of Sister Bay as additionally insured.

Section 4.2 Indemnification. The Association agrees to indemnify and hold harmless the Village and its officers or officials, agents and employees from and against any and all losses, claims, damages, expenses and all suits in equity and actions at law, including reasonable counsel fees, and liabilities arising from, in connection with, or as a result of the provision of any and all of the services contemplated by and under this Agreement. Any contractor to the Association shall provide the same.

ARTICLE V

Grant

Section 5.1 Annual Grant.

- Direct Grant for Services: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS
- Other remuneration including continued event support for signage, solid waste removal from event grounds, Village Utilities on event grounds (where available) and non-exclusive use of the Gateway Park Visitor Center.

Expenses shall fall into the following category, Association business development, enhancement, and promotion in conjunction with continued operation of the Visitor Center

Section 5.2 Eligible Costs. Costs eligible for payment are for only those services rendered under this agreement and include the cost of performers, promotion, insurance, event staff, additional event facilities, equipment rental, and administration.

Section 5.3 Payment: The Association shall receive payment from the Village quarterly upon submission and review of Association financial statements. The Association shall provide requested documentation associated with rendering those services, an example of documentation may include: monthly budget reports, statement of expenses, or written report of activities to date.

Section 5.4 Quarterly Reporting. The Association shall report to the Village on a quarterly basis (submitted by the 1st of each month in March, June, September and December) the success of the events sponsored by SBAA and the Village under this agreement. The Association will make empirical measurements of event success. Measurements of success submitted should include traffic counts, attendance estimates, visitor surveys (if collected) and Association revenues vs. expenditures per event.

ARTICLE VI

OTHER ACTIVITIES CONTINUED

Section 6.1 Other Activities Continued. The Association agrees to continue to sponsor their other promotional events, including but not limited to the following:

- Goat Parade
- Sip and Savor/Paddlefest
- Festival of the Arts
- Capture the Spirit
- Egg Hunt
- Fall Fest
- Door County Short Film Festival

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Amendments. This Agreement supersedes all prior agreements. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and signed by both parties hereto.

Section 7.2 Governing Law and Venue. This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All actions arising from this agreement shall be resolved through negotiating in “good faith”, for a period no longer than 90 days.

Section 7.3 Compliance with Laws and Orders. In providing the promotional services to be provided under this Agreement the Association shall comply with all local, state and federal laws, ordinances and regulations including, but not limited to local traffic laws and regulations, and federal copyright laws.

Section 7.4 Notices. Notice to either party shall be given to the following addresses:

IF TO VILLAGE: VILLAGE OF SISTER BAY
2383 Maple Dr.
Sister Bay, WI 54234

IF TO ASSOCIATION: SISTER BAY ADVANCEMENT
ASSOCIATION
P. O. Box 351
Sister Bay, WI 54234

Section 7.5 No Third-Party Beneficiaries. This Agreement does not create any third-party benefits to any person or entity other than the Parties hereto and is solely for the consideration herein expressed.

Section 7.6 No Assignment. This Agreement may not be assigned by the Association to any third party.

Section 7.7 Headings. The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

Section 7.8 Independent Contractor. Notwithstanding any other representation, oral or written, between the Parties hereto, including any and all agents or representatives thereof, the Association is at all times hereunder acting as a free and independent contractor and not as an agent of the Village.

Section 7.9 No Joint Venture. No promotional event sponsored in whole or in part by the Association shall at anytime be, or be considered, a joint venture by and between the Association and the Village.

Section 7.10 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understanding between the Parties

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth below their name.

The Village of Sister Bay

BY: _____ Date
Dave Lienau, President

ATTEST: _____
Christy Sully, Clerk/Treasurer

Sister Bay Advancement Association

BY: _____ Date
Drew Bickford, President

Paige Funkhouser, Coordinator