

**RESOLUTION NO. 2023-23**

**RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER INTO A CONTRACT WITH REAL RACINE FOR TOURISM SERVICES**

**WHEREAS**, the Village of Caledonia has contracted with Real Racine for tourism services for many years and Real Racine has served as Racine County's Visitors and Convention Bureau; and

**WHEREAS**, in 2022, the Village of Caledonia terminated their contractual relationship with Real Racine as the contract at the time was outdated and not reflective of the current relationship; and

**WHEREAS**, Real Racine was experiencing significant changes in structure and form, the Village of Caledonia decided to not form a new contract immediately upon termination of the old contract; and


**WHEREAS**, contracting with Real Racine will allow the Village of Caledonia to have representation on the Real Racine board that will participate in how the organization moves forward in providing tourism and marketing services to the County members in the future; and


**WHEREAS**, Real Racine is still in the process of completing its rebranding and strategic planning activity with the intention to complete the activity by April 30<sup>th</sup>. Real Racine has proposed a short-term contract that would allow the Village of Caledonia participation in the Real Racine board and the Village of Caledonia would like to contract with Real Racine for a term beginning in October 2022 until July 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Caledonia Village Board that a contract between the Village of Caledonia and the Real Racine for tourism services for October 2022 through July 2023 as set forth in **Exhibit A** which is attached hereto and incorporated herein, for 80% of room tax revenue is authorized and approved and the Village President and Village Clerk are authorized to execute said contract.

28 Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this day of March, 2023.

**VILLAGE OF CALEDONIA**

By:   
Lee Wishau  
Village Acting President

Attest:   
Joslyn Hoeffert  
Village Clerk

**AGREEMENT FOR TOURISM PROMOTION  
AND TOURISM DEVELOPMENT SERVICES**

THIS AGREEMENT is entered into by and between Racine County Convention and Visitors Bureau, Inc. (d/b/a Real Racine), a Wisconsin non-stock corporation (“Real Racine”), and the Village of Caledonia, a Wisconsin municipal corporation (the “Municipality”) (singularly a “Party” collectively “the Parties”). This Agreement will be in effect beginning October 1, 2022 through July 1, 2023 (the “Agreement”).

**RECITALS:**

A. The Municipality has implemented a room tax under Section 66.0615 of the Wisconsin statutes.

B. Section 66.0615 of the Wisconsin Statutes requires a municipality collecting a room tax to forward at least 70% of the room tax collected by it to a tourism entity or a tourism commission to be spent on tourism promotion and tourism development (except where grandfathering allows the municipality to forward a lesser amount).

C. Real Racine is a non-profit Tourism Entity, that meets the definition set forth in Sec. 66.0615(1), Wis. Stat., engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination in order to enhance the local economy.

D. The parties wish to enter into an agreement whereby the Municipality will forward 80% of the room tax collected by the Municipality to Real Racine to be used by Real Racine for tourism promotion and tourism development within the Municipality.

NOW, THEREFORE, in consideration for the mutual covenants herein, and for other good and valuable consideration, it is agreed as follows:

1. **Recitals.** The above recitals are incorporated herein by reference as though set forth in their entirety.

2. **Room Tax.** The Municipality will forward 80% of the room tax collected by it to Real Racine in the manner required by Section 66.0615 of the Wisconsin Statutes to be spent by Real Racine on tourism promotion and tourism development. The room tax required to be forwarded by the Municipality to Real Racine hereunder shall be remitted to Real Racine monthly. In the case of any change in the percentage of room tax collections, the Municipality is required to forward to a tourism entity or commission under Section 66.0615 of the Wisconsin Statutes, whether due to a change in the law or a change in circumstances, then:

(a) In the event the percentage the Municipality is required to forward to a tourism entity or commission increases above the percentage stated in this section, the percentage described in this section shall be automatically increased to match the percentage of room tax

collections the Municipality is required to forward to a tourism entity or commission under the then current version of the law as of the effective date of the change under the law, and

(b) In the event the percentage the Municipality is required to forward to a tourism entity or commission decreases below the percentage stated in this section, the percentage described in this section may be decreased, upon written notice by the Municipality to Real Racine, to the lower percentage required under the then current version of the law (or a greater amount acceptable to the Municipality) with such change taking effect as of the date three (3) months after notice is given. Notwithstanding the above, if the decrease in the amount to be forwarded is mandatory, then the decrease shall be effective as the effective date of the change under the law. The notice from the Municipality shall include an explanation as to the reason for the decrease.

3. **Real Racine Services.** In exchange for the Municipality forwarding room tax as required by section 2 above, Real Racine agrees to serve as the tourism entity for the Municipality under Section 66.0615 of the Wisconsin statutes and to spend such room tax on tourism promotion and tourism development likely to result in paid overnight stays in the Municipality, including, without limitation , to:

(a) Undertake marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, and efforts to recruit conventions, sporting events, or motorcoach groups to the greater Racine County area, including, to the Municipality.

(b) Provide transient informational services.

(c) Promote and market events and attractions within the Municipality through the Municipality's normal marketing and advertising channels.

(d) Generally promote and advocate for greater Racine County, including the Municipality, as an attractive destination for recreational, business, or educational purposes.

(e) Attract events to the greater Racine County area that are likely to generate tourism and paid overnight stays in the Municipality.

(f) Consult with the Municipality with respect to tangible development projects within the Municipality that are likely to generate tourism and paid overnight stays in the Municipality.

(g) Employ destination marketing, professional and support staff, and consultants with the expertise to accomplish the above tasks as well as any special projects set forth in section 4 below.

4. **Special Projects.** In addition to the activities listed in section 3 above, Real Racine will undertake the following specified projects/activities with respect to tourism promotion and tourism development within the Municipality:

Caledonia Conservancy & Trails  
Caledonia Historical Village

Parks and Recreation  
Campgrounds and Local Events

5. **Reporting.** On or before April 1st of each year, Real Racine shall report the following information to the Municipality: (a) all expenditures of one thousand (\$1,000) Dollars or more by Real Racine with respect to tourism promotion and tourism development in the previous calendar year that Real Racine deemed reasonably likely to generate paid overnight stays in the Municipality; and (b) a list of each member of Real Racine's board of directors, and the name of the business entity the board member owns, operates, or is employed by, if any. It is agreed that Real Racine's board shall include at least one board member who is an owner or operator of a lodging facility that collects the room tax within the Municipality. The parties acknowledge and agree that tourism promotion and tourism development activities by Real Racine within the greater Racine County area shall constitute tourism promotion and tourism development in the Municipality to the extent such activities are reasonably likely to generate paid overnight stays within the Municipality.

What about Fran's appointment to the Board?

6. **Term and Termination.** This Agreement shall be effective from October 1, 2022 through July 1, 2023. The Parties shall review this agreement prior to expiration to determine if any extension, amendments or adjustments are needed. This Agreement continue in effect until terminated as follows:

- (a) Upon expiration or upon at least three (3) months' notice from either party to the other party
- (b) Upon mutual agreement of the parties;
- (c) Upon the Municipality ceasing to collect a room tax pursuant to Section 66.0615 of the Wisconsin statutes or a successor statute.

7. **Independent Contractor Status.** Real Racine will be acting as an independent contractor in providing services hereunder and its employees shall remain Real Racine employees. Real Racine will have complete control over its own employees and the manner and means of performing its obligations hereunder, except that the performance of any services at the Municipality's facilities shall be subject to the rules, policies and procedures established therefor by the Municipality from time-to-time.

8. **Covenant / Indemnification.** Real Racine represents that it is a non-profit convention and visitors bureau engaged in tourism promotion and tourism development within Racine County, Wisconsin with a mission to promote and advocate for the development of Racine County, Wisconsin as an attractive visitor destination to enhance the local economy. Real Racine further represents that it is a Tourism Entity as that term is defined in Sec. 66.0615(f), Wis. Stat. Real Racine will use the room tax forwarded to it as provided in sections 3 and 4 above and will

provide the reporting described in section 5 above. Real Racine makes no other representations warranties, or covenants with respect to the Municipality's activities with respect to room tax, including, without limitation, as to whether such activities and the Municipality's performance of this Agreement comply with Section 66.0615 of the Wisconsin statutes. The Municipality agrees to indemnify, defend and hold Real Racine harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, Real Racine arising out of, related to, or connected with, allegations that the Municipality's performance under this Agreement or the Municipality's other room tax related activities are illegal or otherwise unlawful under Section 66.0615 of the Wisconsin statutes. Any indemnification by the City is limited to limits of municipal liability per Wisconsin Statutes and Wisconsin caselaw. Real Racine agrees to indemnify, defend and hold the Municipality harmless from and against any and all fault, liabilities, costs, expenses, claims, demands, or lawsuits incurred by, or brought against, the Municipality arising out of, related to, or connected with, the Municipality's performance under this Agreement or an allegation that Real Racine's other room tax related activities are illegal or otherwise unlawful under Section 66.0615 of the Wisconsin Statutes. Nothing herein shall be construed to require any indemnification, hold harmless or defense of a claim by the Municipality that Real Racine breached this Agreement.

9. **Insurance.** Real Racine shall carry liability insurance in amounts deemed necessary by the Municipality. Real Racine shall add, by specific enforcement, the Municipality, its officials, officers, employees, agents and consultants as additional insureds on its liability policies. Real Racine shall provide certificates of insurance to the Municipality meeting these requirements on an annual basis and such Certificate shall provide that the Municipality shall receive a thirty (30) day notice of intent to not renew such insurance and/or cancellation of insurance for nonpayment of premium or for any other reason. In such instance, Real Racine shall provide a substitute certificate of insurance meeting the requirements of this section.

10. **Entire Agreement.** This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter of this Agreement.

11. **Modification.** This Agreement may only be amended, supplemented, assigned or otherwise modified by a writing executed by both parties hereto.

12. **Assignment / Successors.** This Agreement shall not be assigned without the prior written permission from the Municipality. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of the parties.

13. **Governing Law / Venue.** All matters relating to or arising out of this Agreement or the transaction contemplated herein and the rights of the parties will be governed by and construed and interpreted under the laws of the State of Wisconsin without regard to conflicts of laws principles that would require the application of any other law. The Venue for any legal action arising from this Agreement shall be in Racine County, Wisconsin.

14. **Attorneys' Fees.** In the event any proceeding is brought in respect of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and other costs incurred in such proceeding, in addition to any relief to which such party may be entitled.

15. **Notices.** All notices and other communications required or permitted by this Agreement shall be in writing and will be effective, and any applicable time period shall commence, when mailed to the following address by certified mail or by a nationally recognized overnight courier service (costs prepaid) addressed to the following address:

**REAL RACINE:** Interim Executive Director  
14015 Washington Avenue  
Sturtevant, Wisconsin 53177

**MUNICIPALITY:** Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

16. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**IN WITNESS WHEREOF,** the parties have executed and delivered this Agreement as of the date below.

This Agreement has been signed by the parties through their duly authorized representatives but is effective as of the 1st day of October, 2022 through July 1, 2023.

**RACINE COUNTY CONVENTION BUREAU, INC.**  
(d/b/a Real Racine)

By: \_\_\_\_\_  
Cari Greving, Interim Director

Date Executed: \_\_\_\_\_

**VILLAGE OF CALEDONIA**

By: Lee Wok Hau  
~~James R. Dobbs~~, Village President  
LEE WOK HAU - ACTING

Attest: Joslyn Hoeffert  
Joslyn Hoeffert, Village Clerk

Date Executed: \_\_\_\_\_  
770272.001(935) 3-24-23

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**REAL RACINE:**

Interim Executive Director  
14015 Washington Avenue  
Sturtevant, Wisconsin 53177

**MUNICIPALITY:**

Village of Caledonia  
5043 Chester Lane  
Racine, WI 53402

16. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

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**RACINE COUNTY CONVENTION BUREAU, INC.**  
(d/b/a Real Racine)

By: Cari Greving  
Cari Greving, Interim Director

Date Executed: April 5, 2023

**VILLAGE OF CALEDONIA**

By: Lee Wiskhan  
James R. Dobbs, Village President  
~~LEE WISKHAN~~ ACTING

Attest: Joslyn Hoeffert  
Joslyn Hoeffert, Village Clerk

Date Executed: \_\_\_\_\_  
770272.001(935) 3-24-23