

DOOR COUNTY
TOURISM ZONE COMMISSION AGREEMENT
Version showing changes

1 Pursuant to Wisconsin Statutes §66.0615 and Wisconsin Statutes §66.0301, the following municipi-
2 palities of Door County, Wisconsin enter into this Agreement for the purpose of promoting and de-
3 veloping tourism:
4

5 Municipalities: Village of Egg Harbor
6 Village of Ephraim
7 Village of Sister Bay
8 Town of Baileys Harbor
9 Town of Egg Harbor
10 Town of Gibraltar
11 Town of Jacksonport
12 Town of Liberty Grove
13 Town of Sevastopol
14 Town of Nasewaupee
15 Town of Washington
16 Town of Gardner
17

18
19 Amended 05/28/2008
20

- 21
- 22 1. Single Destination. The contracting municipal parties agree and acknowledge that the travel-
23 ing public generally perceives the area encompassing the municipalities as a single destination.
24
 - 25 2. Commission Created. The contracting municipalities further agree to create a Commission
26 pursuant to the provisions of Wisconsin Statutes 66.0615 for the purpose of monitoring the collec-
27 tion of room taxes, contracting with the Tourism Entity to obtain staff, support service and assistance
28 in developing and implementing programs to promote the Tourism Zone to visitors, and to do all
29 things necessary and provided for by the statute.
30
 - 31 3. Room Tax to be Enacted. The participants of this Agreement agree to enact a Room Tax Ordi-
32 nance with the effective date of May 1, 2007 or acknowledge that a room tax already exists in their
33 municipality. Any municipality wishing to join the Door county Tourism Zone in the futures will
34 adapt this Agreement, the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT LODG-
35 ING and any amendments therewith, (Exhibit A) and accept the bylaws and all agreements, con-
36 tracts, policies and procedures of the Door County Tourism Zone Commission in effect at the time
37 membership is granted.
38
 - 39 4. 5.5% Tax. Under this Agreement the participating municipalities agree that the Room Tax
40 Rate shall be five and one half percent (5.5%).
41
 - 42 5. Room Tax Imposed. The Room Tax is imposed on transient lodgers by entities furnishing, at
43 retail, rooms or lodging to transients, renting for less than thirty (30) days, by hotelkeepers, motel
44 operators and other persons furnishing accommodations that are available to the public. In addition
45 any Condominium Association in which the Association brokers any form of rental lodging that is
46 subject to Sales or Use Tax shall also be subject to this ordinance. Any Real Estate Agency which
47 also rents lodging that is subject to Sales or Use Tax shall also be subject to this Agreement. The
48 Room Tax is imposed on the gross receipts, the total revenue received from the retail furnishing of
49 rooms, lodging and all lodging amenities received for the rates charged by a hotel or motel as de-

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1 fined within this Agreement. Lodging amenities may include breakfast, newspaper, Internet, tele-
2 phone, cable TV, swimming pool, whirlpools and other amenities not available without charge to
3 the general public not staying at the lodging establishment. Sales not subject to the Room Tax would
4 be any items sold over the counter, as in a gift shop, separate sales in an adjoining restaurant, room
5 service, vending machine or bar, the part of a package sale that is separate from lodging. Sales not
6 subject to sales tax would also be exempt from Room Tax. There is also no sales tax on the Room
7 Tax.

8
9 6. Definitions. Hotel or motel means a building, group of buildings or structure in which the
10 public may obtain accommodations for a monetary consideration, including, without limitation,
11 such establishments as inns, motels, hotels, tourist homes, private homes, bed and breakfast estab-
12 lishments, rooming houses, condominiums, summer camps, apartment homes, resort lodges and
13 cabins, commercial indoor lodging facilities, campgrounds with A-frames, cabins or trailers and any
14 other building or group of buildings available to the public.

15
16 7. Transient Lodging Permit. Any person, partnership or corporation furnishing lodging in a par-
17 ticipating municipality who or which is a party to this Agreement, shall, before commencing busi-
18 ness, ~~and annually, on or before the end of the year,~~ file with the clerk of the Tourism Zone Com-
19 mission, an application and obtain a permit to operate each place of business subject to this Agree-
20 ment. There shall be no cost for the filing of the application or the permit. Such a permit is not trans-
21 ferable or assignable upon transfer of business ownership. The application form shall include, at
22 minimum, the following information:

- 23
24 a. The name of the business under which the person, partnership or corporation transacts
25 business or intends to transact business. (This name shall agree with that used for Sales
26 Tax Permits.)
27 b. The name of the agent for the business or other person designated as responsible to re-
28 mit the Room Tax. A ~~AA~~ means ~~to~~ of contacting this person including email address,
29 postal address, telephone number, fax number and cell phone number.
30 c. The physical and mailing address of the business.
31 d. Number of rental units at the location for each month of the year during which the
32 business is operating.
33 e. The signature of the person designated in item b. above.

34 The Commission may accept the application, review it for accuracy and issue the permit. The per-
35 mit shall only be valid for the person named on the application as being responsible to remit the
36 Room Tax. In cases where that person should change or the ownership should
37 change during the life of the permit, the submittal of a new application and the issuance of a new
38 permit shall be necessary. All information on this permit shall be kept current at all times.
39

40 8. Penalty for Non-compliance. Any party in violation of the ORDINANCE FOR THE COLLEC-
41 TION OF TAX ON OVERNIGHT LODGING by failing to obtain and maintain a lodging permit,
42 when such permit is required, shall be subject to a forfeiture of not less than twenty dollars (\$20.00)
43 nor more than one hundred dollars (\$100.00) for each violation. Each room or unit separately
44 rented or offered for rent and each day of such rental or offer for rental of such unit shall be a sepa-
45 rate violation. In addition, injunctive relief is hereby authorized to discontinue violation of the afore-
46 mentioned Ordinance. Any party deemed to have violated the Ordinance shall be obligated to pay
47 the costs of prosecution, in addition to actual attorney fees expended in the enforcement of the Or-
48 dinance.
49

50 ~~8.9.~~ Distribution of Tax. Of the Room Tax collected, seventy percent (70%) will be used by the
51 Commission ~~to distribute to the Tourism Entity for expenses incurred to for the promote~~ promotion
52 of the Tourism Zone to visitors and to encourage overnight stays. ~~Administrative expenses of the~~

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1 ~~Commission for~~ An amount equal to four percent (4%) of the total Room Tax collected will be sub-
2 tracted from this seventy percent (70%) and used to pay the administration expenses of the Commis-
3 sion including the cost of: issuing permits, monitoring collection of Room Tax, reviewing the pro-
4 gress of the contracted Tourism Entity, approving the Tourism Entity's budget, reimbursement ap-
5 proving the payment of monthly expenses and preparing monthly, quarterly and annual reports to
6 the participating municipalities plus any and all tasks and costs necessary in the operation of the
7 Commission. The remaining sixty-six percent (66%) shall be distributed to a contracted tourism en-
8 tity in such manner as the Commission so determines to satisfy an agreed-upon budget to promote
9 the Tourism Zone. ~~should not exceed four percent (4%) of the Room Tax collected without authori-~~
10 ~~zation as later described herein and should be part of the seventy percent (70%) for tourism promo-~~
11 ~~tion. The percentage available for Administrative expenses may be revised as directed in article 17,~~
12 ~~Administration, upon the vote of two thirds (2/3) of the municipal members of the Commission. The~~
13 ~~other thirty percent (30%) shall be distributed to the municipalities from which the Room Tax was~~
14 ~~collected "to use for" such purposes as the respective governing body determines. All funds in ex-~~
15 ~~cess of the approved Tourism Entity budget shall be retained by the Commission in a reserve fund.~~
16 ~~This reserve funds need not be expended in the year they were collected and may be used in the~~
17 ~~proceeding budget cycle, which shall be subject to distribution upon a two thirds (2/3) vote of the~~
18 ~~Commission members. These excess funds can be used by the Commission to help promote local or~~
19 ~~special events within the Tourism Zone through the Tourism Entity. The tourism entity may from~~
20 ~~time to time present special non budgeted promotions that may require the use of the reserve funds.~~
21 ~~The expenditure of these excess funds for any reason shall be approved by the Commission by a two~~
22 ~~thirds (2/3) assenting vote of the commissioners present at a meeting, properly noticed and at which~~
23 ~~a quorum is present. The other remaining thirty percent (30%) shall be distributed to the municipal-~~
24 ~~ity from which the Room Tax was collected "to use for" such purposes as the respective governing~~
25 ~~body determines.~~

26
27 ~~9.~~ 10. Payment. Room Tax should be paid by the lodging property on a monthly basis. It should be
28 paid by the end of the month following the month in which it was collected.
29

30 While the Room Tax is owed to the local municipality which imposed the tax, for convenience and
31 collection purposes, all checks room tax returns and payments are to be sent directly to the Com-
32 mission. The Commission, by the twenty-fourth (24th) of each month, will send to each participating
33 municipality ~~one check~~ a payment along with the report required in Section 18 of this agreement
34 showing the total room tax collected from all lodging properties in their municipality for the previ-
35 ous month. ~~by the fifteenth of each month to the municipality for~~ This payment will equal thirty per-
36 cent (30%) of all Room Tax collected in their municipality plus or minus any adjustments from the
37 previous months. ~~along with a report showing the amount of Room Tax collected from each lodging~~
38 ~~property.~~
39

40 ~~10.~~ 11. Room Tax Returns. The Monthly Room Tax Return filed with the room tax payment by
41 the lodging property shall contain the following information: permit number, name of the business,
42 physical address, postal address, municipality ~~located within~~, name of the designated person filling
43 out the return, month and year the return is for, total available rental units during the month (num-
44 ber of rental units in the facility multiplied by the days in the month or days they were open), num-
45 ber of rooms or units rented, total lodging sales for the month, room tax to be paid (which should
46 equal total lodging sales multiplied by the 5.5% Room Tax) and the signature of the person filling
47 out this return, attesting to the accuracy. This information will allow the Commission to judge the
48 accuracy of the return and also, with all returns in total, to judge the effectiveness of the tourism
49 promotion. The Commission shall establish the form of the monthly tax return as either a paper
50 and/or electronic document. An on-line reporting system with an ACH payment option may also be
51 implemented.
52

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11. ~~Exemptions. For 2007 there may be exemptions (expiring December 31, 2007) to the collection of the Room Tax subject to audit. Any person or business otherwise required to file a return and make a payment under this Agreement, will be allowed an exemption from the requirement to collect and pay Room Tax for any signed contract dated prior to the adoption of the Agreement in which the contract guarantees the lodging rates and the applicable taxes, where the transaction has been invoiced prior to the date Room Tax applies in such municipality. This also applies to any gift certificate purchase before the adoption of this Agreement which is not for a fixed dollar amount, but instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this Agreement which are not binding contracts. The Commission shall establish provisions for the proper reporting of these exemptions.~~

12. Exemptions. The member municipalities recognize that additional municipalities may join at a future date. Upon approval of the standard adoption ordinance the Commission will enforce the exemption language below, if exemptions are granted by the new member.

Initial Adoption Year Exemptions.

The following exemptions shall automatically expire on December 31st of the calendar year of adoption. During the period of time from the effective date of the Room Tax ordinance until December 31st of that calendar year, there may be exemptions to the collection of the Room Tax subject to audit. Any person or business otherwise required to file a return and make a payment under this Agreement, will be allowed an exemption from the requirement to collect and pay Room Tax for any signed contract dated prior to the adoption of the Agreement in which the contract guarantees the lodging rates and the applicable taxes. This also applies to any gift certificate purchase before the adoption of this Agreement, which is not for a fixed dollar amount, but, instead, for the amount paid, guarantees a particular lodging rate and the applicable taxes. This exemption does not apply to reservations made before the adoption of this agreement, which are not binding contracts. The Commission shall establish provisions for the proper reporting of these exemptions.

This section shall only apply to municipalities joining after May 28, 2008.

12. Enforcement. The Commission shall pursue enforcement of delinquent room tax. Delinquent Room Tax returns shall be subject to a twenty-five dollar (\$25) late filing fee. The tax imposed by this Agreement shall become delinquent if not paid by the due date of the return. A forfeiture of twenty-five percent (25%) of the room tax due or five thousand dollars (\$5,000.00), whichever is less, of the tax imposed is hereby established, and due and owing in the event that the room tax is not paid within thirty (30) days after the due date of the return. To prevent payment omissions, within ten (10) days of a past due the failure to receive a Room Tax payment, the Commission shall send a written past due statement, or in the event of electronic filing, an electronic delinquency notice to the designated person or agent at the late paying lodging business. In addition to this forfeiture, all unpaid taxes under this Agreement shall bear interest at the rate of one percent (1%) per month from the due date of the return until received and deposited by the Commission and the payment has cleared through the bank.

Whenever the Commission has probable cause to believe that the correct amount of room tax has not been assessed or that the tax return is not correct, or that the tax has not been paid, the Commission is authorized to examine and inspect the books, records, memoranda and property of any person in order to verify the tax liability of that person or another person. Upon completion of this examination, the Commission shall make an estimate of the amount of tax owed. On the basis of this estimate, the Commission shall add a penalty of five percent (5%) thereof. If any past due tax, interest or penalties are due at the beginning of a calendar year, a new annual room tax lodging permit will not be issued by the Commission shall be added to this estimated tax liability. In addition,

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1 this estimated tax and penalty shall bear interest at the rate of one percent (1%) per month from the
2 due date of the missing or incorrect return until received by the Commission and the payment has
3 cleared through the bank. ~~Unless satisfactory financial arrangements have been made with the~~
4 ~~municipal Commission's treasurer and Commission to satisfy payment~~ of any and all delinquent
5 Room Tax, fees, penalties and interest, the lodging permit shall be suspended or revoked.
6

7 The Commission, through its attorney, ~~shall~~ may coordinate enforcement efforts with the Depart-
8 ment of Revenue for ~~delinquent room tax collection~~ the collection of all delinquent Room Tax and
9 may contract with a collection agency. The Commission shall be responsible for prosecuting fraudu-
10 lent returns and collecting delinquent tax, penalties and interest. All amounts recovered, whether in
11 the form of tax, penalties, or interest shall be subject to the provisions of paragraph 8 9 hereof so
12 that seventy percent (70%) of all such amounts recovered shall be retained by the Commission with
13 the remaining thirty percent (30%) paid to the municipality from which the collection was made.
14

15 Authority is hereby delegated to the Door County Tourism Zone Commission to act as agent for all
16 member municipalities in the enforcement of the ORDINANCE FOR THE COLLECTION OF TAX
17 ON OVERNIGHT LODGING. The Door County Tourism Zone Commission shall have and may ex-
18 ercise the full authority which would otherwise be available to the municipalities in the enforce-
19 ment of the Ordinance, including the ability to seek enforcement and penalties for the failure to
20 comply with the Ordinance as the requirements in Section 7 of this agreement define, for obtaining
21 and maintaining a lodging permit. In addition, injunctive relief is hereby authorized to discontinue
22 violation of the Ordinance. Any party deemed to have violated the Ordinance shall be obligated to
23 pay the cost of prosecution, in addition to actual attorney fees expended in the enforcement of the
24 Ordinance.
25

26 13. Confidentiality. All Room Tax returns, schedules, exhibits, writings or audit reports relating to
27 such returns on file with the Commission and the municipality are deemed confidential, except the
28 Commission or municipality may divulge their contents to the following, and no others:
29

- 30 a. The person or his or her legal representative who filed the return;
- 31 b. Officers, employees or agents of the municipal treasurer and the Commission;
- 32 c. Other persons for the use in the discharge of duties imposed by law, or in the discharge
33 of the duties of their office (unless otherwise prohibited by law), or by order of a court.
34

35 14. Commission Membership. The Commission created by a Tourism Zone Agreement under
36 Wisconsin Statutes §66.0615 shall consist of the following members:
37

- 38 a. Three (3) members from each municipality in which annual tax collections exceed \$1
39 million.
- 40 b. Two (2) members from each municipality in which annual tax collections exceed
41 \$300,000.
- 42 c. One (1) member from each municipality in which annual tax collections are \$300,000
43 or less.
- 44 d. Two additional members, (at large members) who represent the Wisconsin hotel and
45 motel industry, shall be appointed to the Commission by a majority vote of members of
46 the Commission, or a duly authorized nominating committee, and these individuals
47 shall serve for a one-year term at the pleasure of the Commission and may be reap-
48 pointed. These members shall not be members of the Board of Directors or employees
49 of the Tourism Entity.
50

51 The Commission shall be subject to the provisions of the Wisconsin Open Meetings law as
52 amended. Members of the Commission shall be appointed by the principal elected official in the

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1 municipality and shall be confirmed by a majority vote of the members of the municipality's govern-
2 ing body who are present when the vote is taken. Commissioners shall serve a one-year term, at the
3 pleasure of the appointing official and may be reappointed. Members of the Commission shall re-
4 ceive no pay, but may be reimbursed for their travel expense, compensated for actual expenses and
5 mileage while attending meetings or on official business for the Commission. This compensation
6 may be in the form of prepayment, allowance or actual reimbursement of any expenses incurred.
7 While membership on the Commission is provided for each municipality in the zone agreement, all
8 membership positions need not be filled if a municipality does not see a need. A member commu-
9 nity that does not appoint a representative shall not count towards the determination of a quorum.
10 All municipalities will still receive their monthly, quarterly and annual reports if Room Tax checks
11 are sent directly to from the Commission. If a member of the Commission resigns or is removed for
12 cause, the municipal body that appointed the member may appoint another person to fulfill the un-
13 expired term. If the subject member was appointed by the chairperson they may appoint another
14 person to fill the unexpired term.

15
16 15. Commission Procedures. The Commission shall meet monthly, but may also meet at the call
17 of the chairperson or by petition of any three members. The Commission may by a vote of the
18 membership modify the monthly meeting requirement. Any members or others having direct control
19 of finances of the Commission shall be subject to a bond meeting the requirements of Wisconsin
20 Statutes §19.01 in an amount of no less than \$2 million fifty thousand dollars (\$50,000.00). The
21 Commission shall also maintain errors and omissions coverage and any other insurance deemed
22 necessary in the conduct of its business. Expenses of the bond and insurance are paid as administra-
23 tion expenses by the Commission. Any checks or payments issued by the Commission shall bear the
24 signatures of two (2) officers both an officer of the Commission (chairperson, vice chairperson, or
25 secretary and/or treasurer), and the administrative assistant. The Commission shall submit all finan-
26 cial records to a licensed accounting firm for an annual financial audit and a copy of that audit shall
27 be made a portion of the annual report to participating municipalities. The accounting firm shall be
28 selected by a majority vote of the Commission. All meeting notices and minutes shall be sent to
29 member municipalities.

30
31 16. Commission Organization. The organization and powers of the Commission shall be as fol-
32 lows:

- 33
34 a. The Commission shall be empowered to act once three (3) municipalities have ap-
35 proved the ~~Room Tax and the Zone Commission Agreement.~~ ORDINANCE FOR THE
36 COLLECTION OF TAX ON OVERNIGHT LODGING and the DOOR COUNTY TOUR-
37 ISM ZONE COMMISSION AGREEMENT. The selection of officers (chairperson, vice-
38 chairperson, and secretary and/or treasurer) shall be determined by the membership.
39 The Commission is authorized to contract for services with the Tourism Entity. The
40 chairperson of the Commission shall solicit nominations of individuals to serve as the
41 two (2) citizen at large members who shall represent the interest of the transient lodging
42 industry. The chairperson shall preside at all meetings, participate in the appointment of
43 all committees only with ratification by the Commission, prepare the meeting agendas
44 and generally perform the duties of the presiding officer. The Commission may vote to
45 establish an executive committee including at least one citizen at large member. The
46 powers of the executive committee including the ability to approve bills and payments
47 shall be determined by a two thirds (2/3) assenting vote of the commissioners present at
48 a meeting, properly noticed and at which a quorum is present. ~~of the municipal mem-~~
49 ~~bers of the Tourism Zone agreement including the ability to approve bills and pay-~~
50 ~~ments.~~
51 b. After six (6) months have elapsed from the first Commission meeting the terms of the ini-
52 tial officers shall expire. The current members shall elect new officers. The citizen at

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1 large members representing the transient lodging industry shall retain their membership
2 until their terms expire. After this transcending period all officers and at large members'
3 terms will expire in June, 2008. At the Commission regular monthly meeting in June or
4 as soon as possible thereafter new officers shall be elected for a one (1) year term and
5 the at large representatives shall be appointed for a one (1) year term to coincide with
6 the election of officers.
7

- 8
9 c. The Commission may develop bylaws which are consistent with this Agreement and
10 approved by a two-thirds (2/3) majority of member municipalities.
11

12 17. Administration. Administrative expenses of the Commission, which are all the expenses ex-
13 cept for distribution to the Tourism Entity for tourism promotion, as stated previously in this Agree-
14 ment cannot exceed four percent (4%) of the gross Room Tax collected and shall come from the
15 seventy percent (70%) that does not go to the municipalities. This four percent (4%) administration
16 fee may be increased upon approval of two-thirds (2/3) of the member municipalities. These ex-
17 penses can include, but are not limited to the following: ~~mileage paid to members to attend Com-~~
18 ~~mission meetings, mileage paid to officers to perform any of their duties,~~ compensation to Commis-
19 sioners for actual expenses and mileage while attending meetings or on official business for the
20 Commission, wages paid to an administrative assistant, mileage paid to the administrative assistant
21 when necessary in his/her work, rental of office space, accounting fees for the annual audit, insur-
22 ance costs to cover bonding and anything else found necessary, office equipment, office supplies,
23 postage, telephone, internet, utilities and any legal expenses, including litigation and any other ex-
24 penses associated with the collection of ~~to collect unpaid Room Tax.~~ Mileage paid The rate paid for
25 mileage shall be the same as the standard Internal Revenue Service rate for ~~medical business mile-~~
26 ~~age adjusted periodically.~~ The costs of collection, including litigation for collection of delinquent
27 Room Tax, shall be the responsibility of the Commission and included in the administrative costs for
28 the Commission.
29

30 18. Reports. The Commission shall submit the following reports to all participating municipalities:
31

- 32 a. ~~A monthly report to all municipalities that have selected the Commission to receive all~~
33 ~~Room Tax payments from lodging properties within their municipality. This report~~
34 ~~should list that lists all lodging properties in the municipality, and the total amount of~~
35 ~~Room Tax they collectively paid and any properties that are delinquent. It should also~~
36 ~~include a check payment, payable to the municipality for thirty percent (30%) of the~~
37 ~~amount collected. This report and check payment should be sent by the fifteenth~~
38 ~~twenty-fourth (24th) of the month for collections received by the Commission in the pre-~~
39 ~~vious month.~~
40 b. ~~A quarterly report showing all Room Tax collected by a municipality for each of the~~
41 ~~three previous months. It should also provide a detailed expenditures report for all ad-~~
42 ~~ministrative expenses of the Commission. Also included shall be a quarterly report for~~
43 ~~the previous three months from the Tourism Entity. This report should itemize all ex-~~
44 ~~penses that were incurred during the quarter and have been reimbursed paid or should~~
45 ~~be paid. reimbursed It should also show detailed progress in all goals and objectives~~
46 ~~that were outlined in the annual report. This detailed progress report shall also include~~
47 ~~lodging sales for the previous quarter compared to the same quarter in past years based~~
48 ~~on Room Tax collections. This report should be available sixty (60) days after the end of~~
49 ~~the quarter.~~
50 c. An Annual Report should summarize the activity of the past year. ~~first three quarterly~~
51 ~~reports plus the results of the fourth quarter.~~ It should include the Commissions annual
52 audit, all room taxes collected by the municipalities for each month of the year and a

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1 detailed report of all administrative expenses, all reimbursements payments to the Tour-
2 ism Entity and an end of year balance sheet. It also should include the annual report
3 from the Tourism Entity. This report shall summarize the activity of the past year. ~~first~~
4 ~~three quarterly reports plus the results of the fourth quarter.~~ But, most importantly, it
5 must show the return on investment, i.e., what was gained from the room taxes in-
6 vested, how well the goals and objectives established in the last annual report were
7 achieved. It must also show what the goals and objectives for the coming year will be.
8 These goals and objectives should have been set after discussion and mutual agreement
9 between the Tourism Entity and the Commission. This report should be submitted made
10 available to the member municipalities and all lodging properties within the Tourism
11 Zone ten (10) days after before the Commission's annual meeting. ~~audit is received from~~
12 ~~the accounting firm, but no later than March 31st of the following year.~~ An annual meet-
13 ing of the Door County Tourism Zone Commission shall be held in the month of May of
14 all participating municipalities, and all members of the visitor bureau and all lodging
15 properties should take place each year, after the annual report has been received and
16 before the new summer season begins to answer any questions, discuss any concerns
17 and further explain all goals and objectives. All Municipal Boards and permitted lodging
18 properties located within the Tourism Zone and the Door County Visitor Bureau shall
19 be notified and invited to attend this annual meeting.
20

21 19. Agreement Term/Amendment. The term of this Agreement shall be five (5) years from the ef-
22 fective date of January 1, 2007. After the first five (5) years, any member municipality may with-
23 draw, without penalty, from this Tourism Zone Agreement upon giving the Commission six (6)
24 months notice. However, upon withdrawal, the municipality shall convey to the Commission sev-
25 enty percent (70%) of the room tax generated for the calendar year in which such notice was pro-
26 vided. This conveyance shall be paid under the same terms and conditions specified in the Agree-
27 ment. At any time, a two-thirds (2/3) majority of the municipal boards participating in this Agree-
28 ment can amend, in writing, the Door County Tourism Zone Commission Agreement. Further, this
29 Agreement can be terminated in its entirety by two-thirds (2/3) majority of the municipal boards that
30 are party to this Agreement. It is anticipated that additional municipalities may join this Commission
31 in the future by adopting ~~this~~ the ORDINANCE FOR THE COLLECTION OF TAX ON OVERNIGHT
32 LODGING, this DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT, the DOOR
33 COUNTY TOURISM ZONE COMMISSION BYLAWS and any agreements, contracts, policies and
34 procedures in effect at the time membership is granted.
35

36 20. Authority. In signing this Agreement, representatives of the respective municipalities represent
37 and warrant that this contract has been approved by the legislative body of that municipality and
38 that
39 appropriate authority rest in the signatories on behalf of the respective municipalities.
40

41 21. Severable. Any provision in this Agreement which is deemed unenforceable or unlawful shall
42 be interpreted as having been removed from this Agreement without affecting the remaining provi-
43 sions in this Agreement. Any such unlawful or ineffective provisions shall be severable from the re-
44 mainder of the Agreement.
45

46 22. Disputes. This Agreement shall be interpreted under the laws of the State of Wisconsin. Any
47 litigation with respect to this Agreement shall be venued exclusively in the Circuit Court for Door
48 County, Wisconsin.

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1 **Municipality – Village of Sister Bay**
2 By: President s/s Denise L. Bhirdo, 04/12/07
3 Attest: s/s Robert L. Kufrin
4

5 **Municipality – Village of Ephraim**
6 By: President s/s Paul Burton, 04/12/07
7 Attest: s/s Diane Kirkland
8

9 **Municipality – Village of Egg Harbor**
10 By: President s/s Bruce K. Hill, 04/12/07
11 Attest: s/s Patricia C. Gureski
12

13 **Municipality – Town of Egg Harbor**
14 By: Chairperson s/s Paul Peterson, 04/12/07
15 Attest: s/s Patricia C. Gureski
16

17 **Municipality– Town of Baileys Harbor**
18 By: Chairperson s/s James Parent, 04/12/07
19 Attest: s/s Patricia C. Gureski
20

21 **Municipality – Town of Gibraltar**
22 By: President s/s Merrell Runquist, 04/12/07
23 Attest: s/s Patricia C. Gureski
24

25 **Municipality – Town of Jacksonport**
26 By: Chairperson s/s George Bagnall, 04/12/07
27 Attest: s/s Patricia C. Gureski
28

29 **Municipality – Town of Liberty Grove**
30 By: Chairperson s/s William P. Casey, 04/12/07
31 Attest: s/s Walter L. Kalms
32

33 **Municipality – Town of Sevastopol**
34 By: Chairperson s/s Charles Tice, 04/12/07
35 Attest: s/s Patricia C. Gureski
36

37 **Municipality – Town of Nasewaupee**
38 By: Chairperson s/s Steve Sullivan, 04/14/07
39 Attest: s/s Paul Georgia
40

41 **Municipality – Town of Washington**
42 By: Chairperson s/s Timothy Jessen 07/19/07
43 Attest: s/s Valerie Carpenter
44

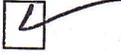
45 **Municipality – Town of Gardner**
46 By: Chairperson s/s Paul DeWitt 05/05 08
47 Attest: s/s Amy Sacotte
48
49
50
51

DOOR COUNTY TOURISM ZONE COMMISSION AGREEMENT

1 \\sbs01.local.sisterbay.com\Users\rlkufrin\Files\Active\Tourism Zone Commission\Active Documents\DCTZC Intergovernmental
2 Agreement amended 05-28-2008 v1.doc
3
4
5

6 The Door County Tourism Zone Commission Agreement (Intergovernmental Agreement) as
7 amended this 28th day of May, 2008 is hereby
8

9
10 APPROVED



REJECTED



11
12
13 by the Board of the Village/Town of WASHINGTON

14
15
16 By President/Chairperson

[Signature]

17
18
19 Attested by Secretary/Clerk

Valerie Carpenter

20
21
22 Date

June 27, 2008

23
24