

**City of Wenatchee  
Lodging Tax Advisory Committee/Tourism Promotion Area Board  
Joint Meeting**

**AGENDA**

Wenatchee City Hall  
301 Yakima Street  
Wenatchee, WA 98801

**Wednesday, September 21, 2022  
Noon**

***“We are here to guide the promotion, marketing and development of this unique community as a destination by distributing resources in a sustainable manner.”***

1. Introductions – Joint Meeting Opening
2. Wenatchee Convention Center Report
3. Confirm 2023 Schedule (every other month)
4. Discuss Applications for Funding
5. Chamber 2023-2025 Contract
6. Consideration of 2023 Budget

*Motion to approve the 2023 budget.*

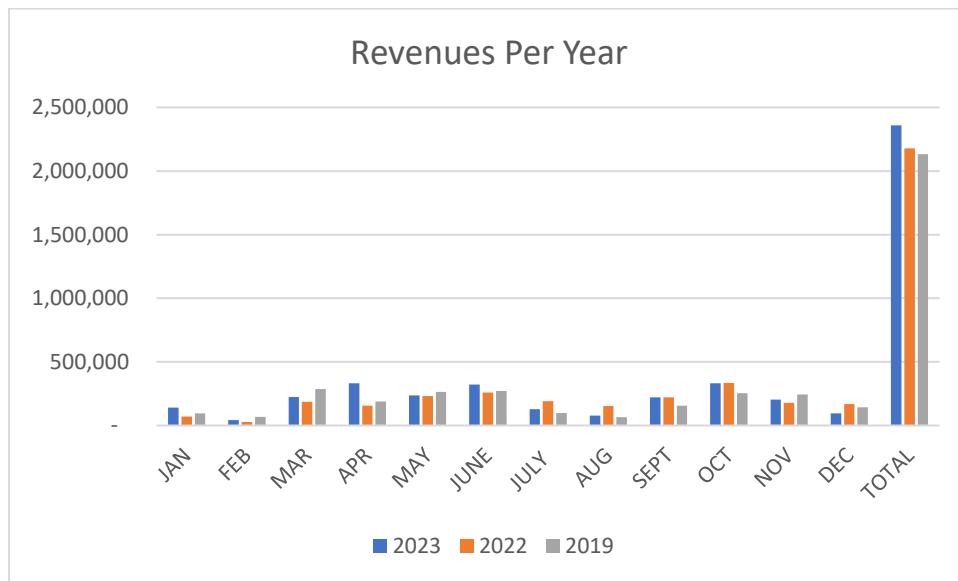
7. LTAC Re-Appointments (Lodge, Miller, Cuevas, Beeson)
8. Discussion
9. Adjourn



## *2023 Executive Summary*

2022 has shown to be an excellent recovery year from COVID 19. Our best year to date was 2019. We finished up at \$2,132,588. For 2022 we have forecasted to finish up at \$2,177,403 which exceeds 2019 by \$44,815. We attribute this to the demand for meeting space as groups who were unable to meet over the last several years are anxious to meet again in person.

We expect 2023 to be another excellent year as demand is still high for meeting space. Currently we are forecasting revenues of \$2,372,152 for 2023. We will exceed our best year in 2019 by \$226,102. The chart below shows steady growth and full recovery from the pandemic. The result is that we will exceed pre-pandemic levels in 2023.



Listed below are our budgeted revenues by quarter for 2023.

<b>2023 Quarterly/Yearly Totals</b>				
<b>1st Quarter</b>	<b>2nd Quarter</b>	<b>3rd Quarter</b>	<b>4th Quarter</b>	<b>Total Revenue</b>
<b>\$425,293</b>	<b>\$865,345</b>	<b>\$449,591</b>	<b>\$631,923</b>	<b>\$2,372,152</b>

## *New Trends in Meetings and Conferences*

We have reached a point where conference attendees are very anxious to meet in person again, but much has changed as a result. There are several industry trends that impact type and style of conventions.

Since 2016, Millennials have become the largest segment in the US Labor Force. They represent 35% of the work force. This means that they are now the largest pool of conference attendees. The style and type of meeting that planners will hold is determined by this segment of the labor force. Planners who cater to the needs of their conference attendees will have a much more successful convention and in this case that is the Millennials. It is necessary to adapt to their expectations. They value networking and experiential meetings over any other aspect of a conference. Gone are the days where we sit in one room and listen to one static speaker after another. They place a high value on face to face meetings due to the fact that we as a society spend so much more screen time per day than ever before. Technology is high on their list. The bottom line is that the meetings industry is being redefined.

Attendees want more control over the meeting agenda. Personalization is the key and it requires that planners provide fluid agendas with lots of options. These options must appeal to varying interests and preferences. When attendees can choose topics that excite them, there's more energy and increased engagement. Thus, it is a much more successful conference.

Conference attendees do not want to sit and listen in a ballroom. Industry trends requires fresh event concepts with meaning, innovation, and insight to their needs to provide a sense of purpose. Purposeful meetings are a large part of why event planners say that their clients want experiential meetings. For this reason, it is essential that we come up with new ideas for meetings and events. Concierge services are provided by our sales staff during the planning stage of the conference. We help our clients set up unique breakout sessions, outside activities or after-hours options.

The sales staff at the Wenatchee Convention Center is committed to providing meetings and events that cater to the organization's needs. Site inspections are no longer just a walk through our building. Before we ever meet with a client, we have researched the group's past history and their current needs for their conferences. We gather all the information that we can attain so that we have a clear understanding of exactly what their needs are and who are their members. Before the site, we know the primary age of their members and their needs. The needs of a group aged 25 to 40 is far different than a group aged 50+.

We have created strong relations with our clients due to long term management, sales, catering staff, and banquet staff. Conference planners are aware of this and prefer working with us for that reason. This has created a loyal customer base. In addition, our relationships have enabled us to understand the needs of their members and what type of conference they are looking for. We work very closely with our clients and provide them with additional incentives to encourage them to book multiple year events.

Before a planner and/or key members arrive in Wenatchee, we have already determined what key factors and benefits are important for them to decide to bring their conference to Wenatchee. The site inspection is focused on these key factors and will make their selection of Wenatchee Convention Center a simple decision.

For the conference planner that wants a more experiential meeting, we offer a variety of selections for their members. Located just outside our back door, the Apple Capitol Loop Trail offers a unique site for socials, fun runs, competitions, games and more. Recently, a group of guests rode the Bird Scooters over to the River Front Park and held their breakout.

Other activities available:

- Rock Climbing
- Hike our many trails including Castle Rock
- River Front Rock Gym
- Tours and hiking led by Northwest Mountain School
- Dining and shopping at the Pybus Public Market
- Explore and enjoy dining and shopping in historic downtown Wenatchee
- Many local breweries and wine tasting rooms located near Wenatchee Convention Center
- Pybus Market overlooking the Columbia River provides unique shopping and dining locations
- Check out our antique stores
- Local museums and cultural centers
- Golfing at Highlander Golf Course, Three Lakes or Rock Island
- Exploring our River Front Park and nature habitat
- Riding the Wenatchee River Front Railway (Miniature Railway)
- Wenatchee Farmers Market and local fruit stands
- Art on the Avenue and other local galleries
- Plays and entertainment at Numerica Performing Arts Center & Little Black Box
- Town Toyota Center offers additional opportunity for groups too large for just the Convention Center as well as afterhours entertainment
- Summer concert series at Centennial Park
- Skiing at Mission Ridge Ski and Board Resort
- Water sports on the Columbia River
- Central hub for groups to branch out to Lake Chelan & Leavenworth
- Mercantile provides private working space for individual or small groups that need access to zoom meetings, casual meetings, basically an offsite business center.
- Too many more to list

Combined with our excellent service, state of the art technology, and many recreational opportunities, we have it all!

## *Marketing Opportunities*

We participate in the following organizations, advertising opportunities, and tradeshows to promote the Wenatchee Convention Center.

- Two Diamond Listing in Cvent
- Membership in Washington Society of Association Executives (WSAE)
- WSAE is the premier organization in the state for booking conventions
- Linda Herald is a member of their DEI Committee.
- Attend WSAE meetings held in April, May, October, & November
- Participate in twice monthly WSAE Shop Talk Zoom meetings
- Attend WSAE Annual Conference & Tradeshow
- WSAE Gems Sponsorship (Advertising Package)
- Membership in Society of Government Meeting Professionals (SGMP)
- SGMP is the main organization for booking government groups
- Amber Holcomb serves on their Board of Directors
- SGMP Monthly Advertising Package
- Listing in [www.sam.gov](http://www.sam.gov) for Federal and State Government meetings
- Membership in Wenatchee Valley Chamber of Commerce
- Participation in the Northwest Meetings & Events Trade Show (March 2023)
- Listing in Pacific NW Meeting Planners Guide and website
- Olympia Annual Client Event & Sales Blitz (Fall)
- Seattle/Bellevue Annual Client Appreciate Event & Sales Blitz (Fall)
- Seasonal Promotion Packages advertised through Social Media, E-Blasts, Direct Sales, and Cvent
- Emerging Sales Professionals Sales Training (Spring)
- HIVE/Summit Conference (Fall)
- Monthly and Bi-monthly e-blasts utilizing Constant Contacts in our data base
- Local radio advertising for local meetings, social events and fundraisers
- Cvent Supplier Network Certification
- Representation in Cvent Connect conference provided by our National Director of Sales, Cheryl Foster Hayes.

## *Website*

In addition to the items listed above, we will begin the process of creating a completely new website designed to enhance and simplify the planning process or decision-making process for our clients. Meeting planners continually turn to the internet to source suppliers or meeting facilities. Often planners have made the decision what facilities they are interested in utilizing long before they contact the sales staff. The tool they use to determine their choice is the facilities website. For that reason, it is important that we re-design our current site.

## *National Sales*

Our National Director of Sales, Cheryl Foster-Hayes, continues to represent us in various national trade shows, events and conferences. She is responsible for leveraging Coast Hospitality's preferred partnerships with industry-leading 3<sup>rd</sup> party meeting planner entities such as HelmsBriscoe and Conference Direct. Conference Direct is our largest client representing 3<sup>rd</sup> party meeting planners.

## *Social Media*

We have contracted with JF Media, a national company with long term experience to assist us with our social media. Their creative design for our social media sites has drawn new attention to Wenatchee and the Wenatchee Convention Center. With this in mind, they have totally revamped our strategies. Allie Jordan will assist with our social media.

## *Staffing*

Our biggest asset is our long-term sales, catering, chef, kitchen and banquet staff. Our clients know us and count on the fact that we have long term employees and they know who they will be working with. This is very important to them.

Our team is highly motivated and each contributes to the success of the Wenatchee Convention Center. The following people are your management team at the Wenatchee Convention Center and have been here for many years.

➤ Linda Herald	General Manager	23 years
➤ Kyle McCubbin	Director of Operations	17 years
➤ Amber Holcomb	Sales Manager	14 years
➤ Mayra Avina	Events Manager	8 years
➤ Leonard Silva	Executive Chef	8 years
➤ Derik Murphy	Banquet Captain	15 years
➤ Erik Murphy	Banquet Captain	15 years

The complete staff of the Wenatchee Convention Center is responsible for the continuing success of our facility. Thanks to our team, we are known for our outstanding service and 'can-do' attitude.

## *Conclusion*

Wenatchee Convention Center has emerged from the pandemic stronger than ever. It is shown by our current revenues and the fact that we will exceed 2019 revenues which was our best year in our history. We are pre-sold very well for 2023 and revenues will be more than 2022. Our excellent service and 'can-do' attitude are very well known in the hospitality industry. Our superior technology and many local attractions will provide conference planners with the tools that they need to create very successful events. Based on the new hotel inventory in Wenatchee, we can offer our clients a wide range of options that we have not been able to in the past. 2023 is poised to be a very successful year!

# Tourism Funding Applications Discussion

JOINT LTAC & TPA MEETING

SEPTEMBER 21, 2022



## Chelan County

<https://www.co.chelan.wa.us/news/article/county-revamps-its-tourism-efforts-creates-executive-director-position>

- ▶ Chelan County is committed to **supporting existing projects and events and developing new initiatives that make an economic difference.**
- ▶ Successful grants will be considered utilizing the following criteria:
  - ▶ Increases tourism and convention activity in Chelan County.
  - ▶ Boosts overnight stays and/or increases retail sales primarily in unincorporated Chelan County.
  - ▶ The availability of funds. The current funding available for events/promotions is \$280,000 and \$560,00 for capital projects.
  - ▶ Meets reporting requirements of the State law.
  - ▶ Overall economic impact to Chelan County.

# Chelan County

## Capital Projects Allocations

- ▶ The Chelan County Fair Board was awarded \$24,904 for the renovation of the rodeo arena at the county fairgrounds. The upgrades will not only attract more out-of-area participants to established events such as the county fair but also will allow the facility to expand and attract new events.
- ▶ The Chelan County Natural Resources Department was awarded \$250,000 for the expansion of the Wenatchee River County Park in Monitor. The expansion will be on 6 acres of county-owned land adjacent to the existing park and will include a trail system, potential camping sites and an area dedicated to park maintenance needs.
- ▶ Chelan County was awarded \$60,000 to complete an inventory of county right-of-way that is used for recreation access. Some of these areas have recently experienced heavy congestion and parking and trespassing problems. The inventory will be used to evaluate the county's existing recreation access locations and then formulate a capital improvement plan that may include upgraded facilities at these access points. The plan also would be used to leverage larger funding for capital improvements.
- ▶ The Chelan County Expo Center was awarded \$200,000 for the purchase of a mobile, hydraulic stage. The stage will be used for the Chelan County Fair entertainment as well as in the creation of additional festivals and concert events at the expo center.
- ▶ The Pybus Market Charitable Foundation was awarded \$175,590 for its Westside Revitalization Project. The full buildout of the project will allow for a year-round, outdoor farmers market and the creation of other events and activities.

# Chelan County

## Event Allocations

- ▶ The Wenatchee Bluegrass Festival: \$10,000 for the musical event
- ▶ Cashmere Museum & Pioneer Village: \$24,000 for marketing and programs
- ▶ Chelan County Expo Center: \$20,000 for operations and promotions
- ▶ Lake Chelan Arts Council: \$5,000 for the 2022 festival
- ▶ Lake Chelan Wine Alliance: \$30,000 for promotions
- ▶ Lake Chelan Wine and Jazz Festival: \$33,000 for the annual festival
- ▶ Leavenworth Summer Theater: \$15,000 for the summer season
- ▶ Leavenworth Village Voices: \$3,000 for 2022 Christmas choral performances
- ▶ Manson Apple Blossom: \$5,000 for the annual festival
- ▶ Stehekin Heritage: \$3,500 for the Stehekin Guidebook
- ▶ District 19 of the American Contract Bridge League: \$5,000 for the Leavenworth regional event
- ▶ Two Rivers Medieval Faire: \$4,000 for the event
- ▶ Upper Valley Historical Society: \$12,000 for promotions at the Greater Leavenworth Museum
- ▶ Autumn Leaf Festival: \$15,000 for the annual Leavenworth festival
- ▶ Wenatchee River Institute: \$3,400 for the Leavenworth Spring Bird Festival
- ▶ Wenatchee Valley Museum & Cultural Center: \$20,000 for promotions
- ▶ Chelan-Douglas Land Trust: \$15,000 for Wenatchee trail system trail maintenance

# Chelan County Framework

- ▶ Lodging tax dollars are generated by local lodging establishments. In Chelan County, about half the money generated in a year is allocated to six local chambers as well as the Cascade Loop and TREAD. Another portion is used to operate the county's Visit Chelan County campaign. The remaining money is offered annually in the form of grants to tourist-related organizations.

LTAC Framework for 2022-2024		
		2022
Collection Estimate \$\$		2,800,000
Visit Chelan County	20%	560,000
LTAC Grants	10%	280,000
Tourism Infrastructure Projects	20%	560,000
Leavenworth Chamber	19%	532,000
Lake Chelan Chamber	16%	448,000
Manson Chamber	4%	112,000
Cashmere Chamber	2%	56,000
Wenatchee Chamber	2%	56,000
Entiat Chamber	2%	56,000
Cascade Loop	3%	84,000
TREAD	2%	56,000
	100%	2,800,000

# Chelan County Process

- ▶ Accept applications in the fall for the upcoming year.
- ▶ Require a 10 minute presentation from applicants
- ▶ Funds must be used for the budgeted calendar year
- ▶ Requires a follow-up report within 90 days showing the impact of funding including **impact on occupancy, retail sales, publicity, etc.**

## East Wenatchee

[https://www.wenatcheeworld.com/news/east-wenatchee-sporting-160-000-extra-in-events-funds/article\\_985a7222-f581-11eb-b3d3-57e2071b7519.html](https://www.wenatcheeworld.com/news/east-wenatchee-sporting-160-000-extra-in-events-funds/article_985a7222-f581-11eb-b3d3-57e2071b7519.html)

- ▶ The City of East Wenatchee offers grant funding for tourism promotion for the City of East Wenatchee. Each year, the City budgets money for grants to help fund tourism promotion. To help promote tourism, the City evaluates grant applications for the **marketing or operations of special events and festivals designed to attract tourists to East Wenatchee**. If the City approves a grant application, the funds are distributed on a reimbursement basis.
- ▶ The mission statement adopted by the Board in April of 2005 is: "To promote and attract awareness, interest and tourism to East Wenatchee, through special events which portray the spirit of community and quality of life East Wenatchee has to offer."

# East Wenatchee Guidelines

- ▶ An activity must occur within East Wenatchee boundaries or exclusively promote East Wenatchee activities or organizations and must comply with the requirements of [RCW 67.28.1816](#), attached at the end of the application.
  - ▶ A recipient and the proposed activity must be consistent with and must further East Wenatchee's image and goals.
  - ▶ An activity must be of general community interest or value.
  - ▶ **Unless approved by the City, admission to or participation in an activity must be "free of charge."**
  - ▶ A grant recipient must provide full financial statements for the organization; and budget and actual financial statements for the activity submitted for funding.
  - ▶ A recipient must demonstrate that the activity submitted for funding is not in competition with other East Wenatchee events, activities, or organizations.
  - ▶ A funded activity or program must obtain all legally required permits, licenses, insurance and approvals before City funds will be released.
- ▶ A grant recipient must submit a written report of the results of the activity within 30 days of its completion. The report must include information describing the actual number of people traveling for business or pleasure on a trip:
    - ▶ Away from their place of residence or business and staying overnight in paid accommodations;
    - ▶ To a place 50 miles or more from their place of residence or business for the day or staying overnight; or
    - ▶ From another country or state outside of their place of residence or their business.
    - ▶ A funded recipient, activity, or program must acknowledge the City contribution in formal promotional materials and efforts (i.e. logo, etc).
    - ▶ The City may amend or waive any eligibility or evaluation criteria or irregularity to award grants.

## East Wenatchee

### Approved Allocations\*

\*searched minutes and  
agendas, may be missing  
items.

- ▶ \$8,000 Classy Chassis Parade & Car Show
- ▶ \$108,000 for East Wenatchee Events Board Administration
- ▶ \$10,000 Special Olympics
- ▶ \$8,000 Greater Wenatchee Girls Softball Association
- ▶ \$60,000 Chamber for DMO Services
- ▶ \$121,488 Wenatchee Valley Museum & Cultural Center
- ▶ \$8,000 EMPD Winter Classic



# City of Wenatchee LTAC

- ▶ Be informed about tourism issues and opportunities that can be impacted by hotel-motel tax funding through orientation and ongoing learning.
- ▶ Research and analyze emerging issues and trends in tourism promotion through focused contract, information exchanges with other communities with similar characteristics and within the community at large.
- ▶ Review current contracts and proposals received through an established cycle for the use of lodging tax dollars and make recommendations to the City Council for use of the lodging tax dollars.
- ▶ Recommend to the City Council a strategy for the use of lodging tax revenues that maximizes the investment of taxes for allowed purposes and ensures reporting according to RCW 67.28.080.
- ▶ Monitor the performance of contractors based on contract metrics and the use of an annual third-party survey process for contract evaluation as appropriate and report findings to the City Council.
- ▶ Conduct other activities related to the use of lodging tax funds and the promotion of tourism as directed by City Council.

# City of Wenatchee TPA

- ▶ These funds are intended to grow our tourism economy through increased visitor spending in Wenatchee lodging establishments as well as increased retail, restaurant, transportation, attraction and other local spending.
- ▶ Eligible Expenditures  
These funds are made available through the support of Wenatchee Lodging businesses. For every occupied room night, guests are assessed a small fee that is returned to Wenatchee. Pursuant to RCW 35.101 and Wenatchee Ordinance 2010-11, revenue collected from this assessment must be used for activities and expenditures designed to increase tourism promotion and convention business, including but not limited to out of the area advertising, publicizing, operating tourism destination marketing organizations or otherwise distributing information for the purpose of attracting and welcoming tourists to the Wenatchee Area.

# City of Wenatchee TPA

## ▶ Criteria

Projects proposed may be awarded funding based upon:

A proven or qualified ability to generate hotel-motel room nights and economic impact to the City of Wenatchee;  
Available TPA resources;  
Alignment with the TPA business plan.

## ▶ Approved projects must agree to:

1) Include the following information on print projects:

- ▶ Our community's tourism web site.  
Our community's brand logo.

## ▶ 2) Adhere to all legal requirements as stated in the RCW and City Ordinance.

## ▶ 3) Agree to provide a wrap-up report and samples of produced pieces to the TPA Commission upon completion.

## ▶ Process

A letter of agreement will be executed between the TPA and successful applicant.

Checks will be issued after a project is approved by the TPA commission and an invoice is provided to TPA.

Failure to comply with any of the criteria listed here may require full repayment of TPA funds from the awarded organization to the City.

# Considerations:

- ▶ What should be the deadline for applications? 60 days.
- ▶ Do we want to open this up to events and projects/capital improvements? What other categories based on eligible uses and desired outcome?
- ▶ What is desired tourism outcome?
  - ▶ Increase in room nights, sales tax, increase in overall visitors, improved visitor experience, returning visitors, target certain industries?
  - ▶ How do we track this? Do the committees feel comfortable using Datafy data?
- ▶ What type of reporting should we require from applicants? Should we have a standard reporting template?
- ▶ Do you want to require a presentation from the applicants before and after (how much time after)?
- ▶ All types of events – for profit and non-profit?
- ▶ Other considerations?

## Tourism & Lodging Funds - 2023 Overview

Tourism Promotion Area	Hotel/Motel Tax																			
	Lodging Tax Advisory Committee (40%)	Convention Center Operations (40%)	Convention Center Debt/Capital (20%)																	
Revenue: 583,000	Revenue: 863,000	Revenue: 860,000	Revenue: 430,000																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Destination Marketing Organization Wenatchee Valley Chamber of Commerce Contract</td> </tr> <tr> <td>Operations</td> <td style="text-align: right;">194,315</td> </tr> <tr> <td>Sports</td> <td style="text-align: right;">35,000</td> </tr> <tr> <td>Marketing</td> <td style="text-align: right;">331,350</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>560,665</b></td> </tr> </table>	Destination Marketing Organization Wenatchee Valley Chamber of Commerce Contract		Operations	194,315	Sports	35,000	Marketing	331,350	<b>Total</b>	<b>560,665</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">194,315</td> </tr> <tr> <td style="text-align: center;">35,000</td> </tr> <tr> <td style="text-align: center;">-</td> </tr> <tr> <td style="text-align: center;">229,315</td> </tr> </table>	194,315	35,000	-	229,315	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Operations &amp; Maintenance 495,210</td> </tr> <tr> <td style="text-align: center;">Capital 150,000</td> </tr> </table>	Operations & Maintenance 495,210	Capital 150,000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Debt Payments 430,000</td> </tr> </table>	Debt Payments 430,000
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**Lodging Tax Advisory Committee**

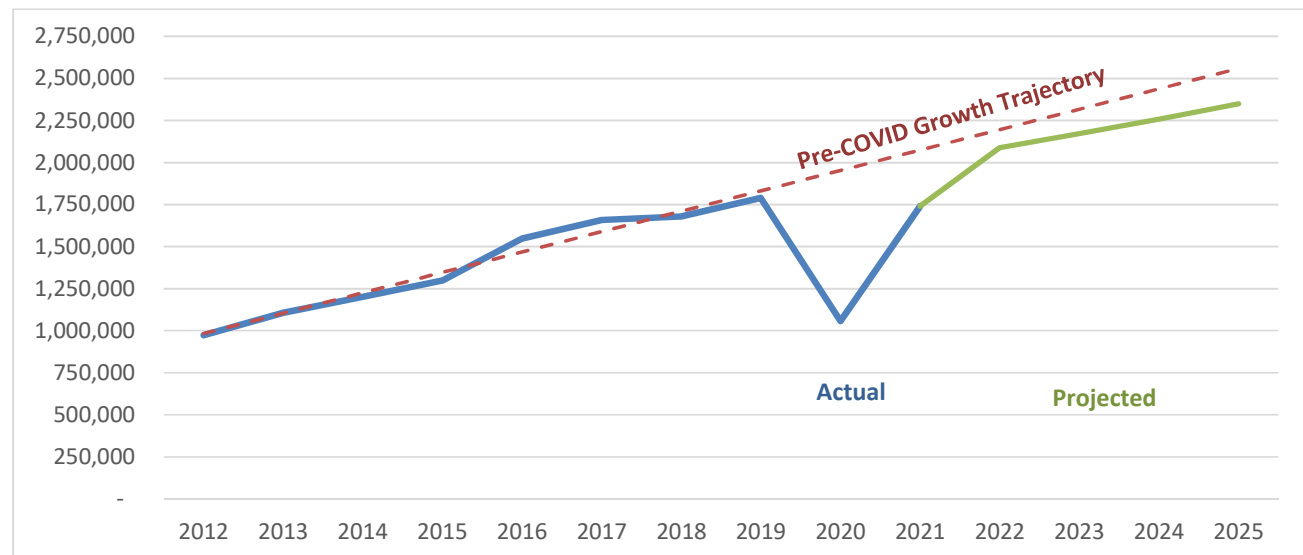
**Actual Hotel/Motel Revenue Received - 10 Years**

**6% Tax authorized via Ord. #2160, #3137, #97-12 & #98-44**

Month Collected	Month Received	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2022/2021 Difference	
January	March	103,743	91,273	97,994	106,682	87,518	90,616	76,746	65,016	59,079	54,117	12,469	13.7%
February	April	142,912	85,269	65,772	90,793	81,902	98,206	79,080	68,466	68,219	60,229	57,643	67.6%
March	May	137,289	102,006	54,640	116,308	120,894	123,395	97,828	97,258	86,598	78,282	35,283	34.6%
April	June	142,209	105,662	46,137	130,637	126,049	131,614	114,824	104,220	97,128	88,869	36,546	34.6%
May	July	187,874	143,137	53,795	166,294	146,323	147,620	125,398	128,979	116,960	100,521	44,737	31.3%
June	August	225,755	187,749	85,724	206,299	160,714	164,452	160,936	134,662	128,011	115,363	38,006	20.2%
July	September		209,995	125,025	209,636	188,033	189,102	178,517	139,593	134,845	124,865		
August	October		232,779	143,590	203,527	208,481	182,847	162,347	135,439	140,423	127,911		
September	November		173,871	114,035	150,073	155,973	154,296	168,483	127,446	109,621	108,084		
October	December		137,976	100,991	154,585	171,019	143,213	146,711	119,418	117,355	104,630		
November	January		104,058	68,489	102,056	96,464	91,415	92,185	68,846	59,754	56,965		
December	February		166,394	100,718	152,321	135,594	141,423	145,786	109,134	84,430	88,240		
<b>Total Collections</b>		<b>939,781</b>	<b>1,740,170</b>	<b>1,056,911</b>	<b>1,789,211</b>	<b>1,678,965</b>	<b>1,658,198</b>	<b>1,548,840</b>	<b>1,298,476</b>	<b>1,202,423</b>	<b>1,108,075</b>	<b>224,684</b>	<b>31.4%</b>

Budget	2,000,000	1,500,000	1,850,000	1,812,500	1,721,250	1,752,650	1,402,120	1,180,000	1,149,091	977,058
Change in YTD revenues	31.4%	64.6%	-40.9%	6.6%	1.3%	7.1%	19.3%	8.0%	8.5%	13.9%

Note:  
Several months of collections from a hotel were delayed. This results in February 2022 revenues being overstated, and November 2021 through January 2022 being understated.



**Lodging Tax Advisory Committee**  
**Proposed 2023 Budget**  
As of 9/15/2022

	2019 Actual	2020 Actual	2021 Actual	2022 Budget	2022 Actual YTD	2023 Budget	2024 Projection	2025 Projection	2026 Projection	2027 Projection
<b>Hotel/Motel Tax Revenues</b>										
Convention Center Debt (20%)	357,763	211,380	347,814	400,000	187,959	430,000	447,200	465,088	483,692	503,039
Convention Center O&M (40%)	715,605	422,761	695,848	800,000	375,915	860,000	894,400	930,176	967,383	1,006,078
Lodging Tax Advisory Comm. (40%)	715,843	422,761	696,508	800,000	375,906	860,000	894,400	930,176	967,383	1,006,078
<b>Total Hotel/Motel Tax Revenues</b>	<b>1,789,211</b>	<b>1,056,901</b>	<b>1,740,170</b>	<b>2,000,000</b>	<b>939,781</b>	<b>2,150,000</b>	<b>2,236,000</b>	<b>2,325,440</b>	<b>2,418,458</b>	<b>2,515,196</b>
<b>LTAC Expenses</b>										
Wenatchee Valley Chamber	484,100	456,833	415,000	445,000	296,667	229,315	236,194	243,280	250,579	258,096
Fourth of July Fireworks	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Special Olympics	-	-	-	20,000	-	20,000	20,000	20,000	20,000	20,000
Other Projects/Applications	165,672	-	15,482	-	-	100,000	100,000	100,000	100,000	100,000
Convention Center Debt Assistance	75,000	50,000	50,000	100,000	66,667	100,000	300,000	400,000	400,000	400,000
Convention Center Remodel Design	-	-	-	355,000	-	763,000	-	-	-	-
<b>LTAC Total Expenses</b>	<b>754,772</b>	<b>536,833</b>	<b>510,482</b>	<b>950,000</b>	<b>393,333</b>	<b>1,242,315</b>	<b>686,194</b>	<b>793,280</b>	<b>800,579</b>	<b>808,096</b>
<b>LTAC Other Revenue (Interest)</b>	<b>4,914</b>	<b>1,862</b>	<b>671</b>	<b>100</b>	<b>413</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>	<b>3,000</b>
<b>LTAC Net Income</b>	<b>(34,015)</b>	<b>(112,210)</b>	<b>186,697</b>	<b>(149,900)</b>	<b>(17,014)</b>	<b>(379,315)</b>	<b>211,206</b>	<b>139,896</b>	<b>169,804</b>	<b>200,982</b>
<b>LTAC Beginning Fund Balance</b>	<b>296,884</b>	<b>262,869</b>	<b>150,659</b>	<b>337,356</b>	<b>337,356</b>	<b>187,456</b>	<b>(191,859)</b>	<b>19,347</b>	<b>159,243</b>	<b>329,047</b>
<b>LTAC Ending Fund Balance</b>	<b>262,869</b>	<b>150,659</b>	<b>337,356</b>	<b>187,456</b>	<b>320,343</b>	<b>(191,859)</b>	<b>19,347</b>	<b>159,243</b>	<b>329,047</b>	<b>530,029</b>

Notes:

2022 Actual YTD - revenues report six months of collections while most expenses report eight months. This catches up at year-end.

2023 Budget-2027 Projection assumes 2022 revenues increase by 20% and future years increase by 4%.

Beginning in 2023, the Wenatchee Valley Chamber budget includes half of the Sports Tourism position.

**Tourism Promotion Area**  
**Actual Revenue Received - 10 Years**

**\$2 per room per night - Ord. 2020-29 (Effective 4/1/21)**

Month Collected	Month Received	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2022/2021 Difference	
January	March	30,438	17,766	16,280	15,234	13,930	13,539	12,871	11,825	11,690	12,030	12,672	71.3%
February	April	42,932	15,661	10,540	14,179	12,439	14,406	13,145	11,911	12,633	12,232	27,271	174.1%
March	May	41,365	19,523	10,173	17,745	18,434	20,922	15,888	16,471	16,248	15,979	21,842	111.9%
April	June	42,879	37,902	9,011	19,732	17,922	19,428	17,155	15,636	18,431	16,198	4,976	13.1%
May	July	51,642	43,012	10,289	23,607	23,298	21,498	18,181	19,499	20,227	18,255	8,629	20.1%
June	August	56,404	51,124	15,425	26,639	21,321	22,444	23,182	20,676	22,401	19,911	5,280	10.3%
July	September		55,591	20,440	27,237	24,879	24,917	24,397	20,873	22,171	21,652		
August	October		68,062	22,139	26,337	26,794	24,571	23,928	21,179	22,652	22,483		
September	November		48,212	18,839	21,944	21,263	21,418	23,078	19,541	19,067	19,552		
October	December		40,567	19,013	21,702	22,746	19,636	20,001	17,454	18,570	18,155		
November	January		37,175	13,824	16,315	15,132	13,675	13,532	12,405	11,068	10,921		
December	February		46,544	19,433	21,743	19,336	19,924	17,922	16,228	14,368	15,998		
<b>Total Collections</b>		<b>265,659</b>	<b>481,140</b>	<b>185,406</b>	<b>252,414</b>	<b>237,494</b>	<b>236,378</b>	<b>223,280</b>	<b>203,698</b>	<b>209,526</b>	<b>203,366</b>	<b>80,671</b>	<b>43.6%</b>
Budget		450,000	375,000	250,000	250,000	235,780	235,780	222,000	200,000	200,000	199,808		
Change in YTD revenues		43.6%	159.5%	-26.5%	6.3%	0.5%	5.9%	9.6%	-2.8%	3.0%	7.5%		

Revised 2022 Projection: 573,006  
(based on pre-covid collection rates)

	<u>2022/2021 Difference</u>
All things equal:	12.6%

Notes:

Several months of collections from one hotel were posted in February 2022. This overstates February 2022 revenues and slightly understates November 2021 through January 2022 revenues.



**Tourism Promotion Area**  
**2022 Revenues and Expenses**  
**As of 9/15/2022**

	2021 Actual	2022 Budget	2022 Actual	2023 Budget
<b>Revenues</b>				
Tourism Promotion Area fee	481,140	450,000	265,659	580,000
Interest/Miscellaneous	1,040	450	791	3,000
<b>Total Revenues</b>	<b>482,179</b>	<b>450,450</b>	<b>266,450</b>	<b>583,000</b>
<b>Expenses</b>				
Marketing Oversight (Chamber)	11,250	11,250	650	-
Agency Contract Work (ad agency)	17,500	25,000	10,745	51,350
<b>Advertising Support</b>				
Business plan advertising	221,860	250,000	125,930	225,000
Media opportunity buys	2,495	10,000	5,550	-
Convention Center Support	-	4,000	-	-
Strategic Plan	2,000	-	10,250	-
<b>Community Event Fund Support</b>				
WDA Revitalization WA	-	2,000	2,000	-
TREAD	5,000	4,000	-	-
Upgrade area videos	-	3,000	-	55,000
Assist Chamber with 4th July Event	175	15,000	-	-
Unallocated-potential new events	8,050	54,813	-	20,000
Chamber Destination Marketing	-	61,437	-	229,315
Travel Writers	4,276	8,000	1,888	-
Downtown Lights for Visitors	1,000	1,500	-	-
<b>Total Expenses</b>	<b>273,606</b>	<b>450,000</b>	<b>157,013</b>	<b>580,665</b>
<b>Revenues greater (less) than expenses</b>	<b>208,573</b>	<b>450</b>	<b>109,437</b>	<b>2,335</b>
<b>Beginning Fund Balance</b>	<b>140,668</b>	<b>349,241</b>	<b>349,241</b>	<b>450,000</b>
<b>Estimated Ending Fund Balance</b>	<b>349,241</b>	<b>349,691</b>	<b>458,678</b>	<b>452,335</b>

Contribution to Chamber of Commerce Budget: 360,687 560,665

No new expenses since last meeting.

## MUNICIPAL SERVICES AGREEMENT

### 2023 - 2025 CITY/CONTRACTOR AGREEMENT FOR USE OF LODGING TAX AND TOURISM PROMOTION AREA FUNDING

THIS AGREEMENT is made and entered into on the date last shown below by and between the CITY OF WENATCHEE, a municipal corporation (hereinafter "CITY"), and the WENATCHEE VALLEY CHAMBER OF COMMERCE, a non-profit corporation (hereinafter "CONTRACTOR"), the address of whom is 137 N. Wenatchee Avenue, Wenatchee WA 98801.

#### RECITALS

- A. WHEREAS; The CITY is authorized to levy a lodging excise tax with the funds being used for tourist marketing; marketing and operation of special events; supporting tourism related facilities; or tourism promotion;
- B. WHEREAS; The CITY is authorized to collect nightly room fees to be used for tourism promotion to benefit lodging business and local tourism; marketing of convention and trade shows that benefit local lodging business and local tourism; and marketing of the area to the travel industry and to recruit sporting events that benefit the lodging businesses and local tourism;
- C. WHEREAS, CONTRACTOR has successfully completed service from prior contracts and has the qualifications, skills and capabilities to implement tourism strategies and activities that support destination development, financial vitality, and a shared community value that Visit Wenatchee should provide real value to the residents of the community

Now, Therefore, in consideration of the covenants contained herein, the CITY and the CONTRACTOR agree as follows:

- D. The term of this agreement shall be for three years and shall commence on January 1, 2023 and shall be in effect until December 31, 2025.
- E. The CONTRACTOR shall provide a written annual budget and an annual tourism workplan (Plan) to the CITY no later than September of each proceeding budget year allocating the expenditure of the lodging tax funds and tourism area promotion funds for the upcoming year. The proposed annual budget shall provide a line item detail including positions supported for proposed expenditures denoting funding provided by any other contracts or funding sources when there is a shared expense. The CONTRACTOR is required to comply with all applicable laws of the State of Washington and City of Wenatchee with the use of these funds.
  - a. **Tourism Promotion Area Use of Revenue**
    - 1. **State Law: RCW 35.101.130 - Legislative authority has sole discretion concerning use for tourism promotion—Contracts for operation of area—Lodging charge removal.**
    - 2. The legislative authority imposing the charge shall have sole discretion as to how the revenue derived from the charge is to be used to promote tourism that increases the number of tourists to the area. However, the legislative authority may appoint existing advisory boards or commissions to make recommendations as to its use, or the legislative authority may create a new advisory board or commission for that purpose.

3. The legislative authority may contract with tourism destination marketing organizations or other similar organizations to administer the operation of the area, so long as the administration complies with all applicable provisions of law, including this chapter, and with all county, city, or town resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies.
4. *RCW 35.101.010 – Definitions* (4) "Tourism promotion" means activities and expenditures designed to increase tourism and convention business, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists, and operating tourism destination marketing organizations.

**b. City Code WCC 1.108.030 - Use of assessment revenue**

1. The revenue from the tourism promotion area assessment shall be used as follows:
  2. (1) The general promotion of tourism that benefits the lodging businesses and local tourism specified in the tourism promotion area business plan to be adopted annually;
  3. (2) The marketing of convention and trade shows that benefit local lodging businesses and local tourism;
  4. (3) The marketing of the tourism promotion area community to the travel industry in order to benefit the lodging businesses and local tourism; and
  5. (4) The marketing of the tourism promotion area community to recruit sporting events in order to benefit the lodging businesses and local tourism.

**c. Lodging Tax Advisory Committee Use of Revenue**

1. **State Law RCW 67.28.1816 - Lodging tax—Tourism promotion.**
2. (1) Lodging tax revenues under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:
  3. (a) Tourism marketing;
  4. (b) The marketing and operations of special events and festivals designed to attract tourists;
  5. (c) Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district...  
or
  6. (d) Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations.
7. *RCW 67.28.080 - Definitions.*(6) "Tourism promotion" means activities, operations, and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding the marketing of or the operation of special events and festivals designed to attract tourists.

**d. City Code WCC 5.99.050 - Fund created.**

1. There is created a special fund in the treasury of the city and all taxes collected under this chapter shall be placed in this special fund to be used

solely for the purpose of paying all or any part of the cost of tourist promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities or to pay for any other uses as authorized in Chapter 67.28 RCW as now or hereafter amended; provided, however, that 20 percent of the tax levied and collected under WCC 5.99.010 (*the 4% tax*) shall be used for the purpose of advertising and marketing tourism for the greater Wenatchee area and 30 percent of the tax levied and collected under WCC 5.99.010 shall be used for the purpose of analysis, planning, engineering, and/or for the design, expansion and construction of public facilities relating to tourism promotion. It is further provided that 80 percent of the tax levied and collected under WCC 5.99.020 (*the 2% tax*) be used solely for tourist promotion.

- F. The CONTRACTOR shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the CONTRACTOR shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. The CONTRACTOR shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the CONTRACTOR shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.
- G. The CONTRACTOR agrees that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the CONTRACTOR with a copy of the Public Records Request and the CONTRACTOR shall provide copies of any City and/or CONTRACTOR'S records in the CONTRACTOR's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the CONTRACTOR will provide the City with an estimate of reasonable time needed to fulfill the records request.
- H. Failure of the CONTRACTOR to comply with the provisions of this Agreement and/or Washington State Law will require the repayment of all funds to the CITY by the CONTRACTOR plus twelve (12%) percent interest. In addition, the CITY may determine that the CONTRACTOR may be excluded from receiving future funding as a result of the failure to comply with this Agreement.
- I. The CONTRACTOR shall be considered an independent contractor with respect to the use and expenditures of the funds under this Agreement and will not be considered an employee or agent of the CITY for any purposes.

- J. The CONTRACTOR and the CITY agree to hold each other harmless and indemnify each other for any liability, cost, claim, or demand or cause of action arising out of such party's performance under this Agreement.
- K. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof and may only be amended in writing by the approval of all parties hereto.
- L. Either party may terminate this agreement on 90 day written notice to the other party.
- M. Services/Deliverables. The Contractor shall perform the services identified and provide all staffing, materials and supplies in order to carry out the annual tourism workplan (Plan) on behalf of the City of Wenatchee's Visit Wenatchee brand.
  - a. Gather feedback from the LTAC and TPA Committees (Committees) to inform the Plan. Attend and participate at the quarterly Joint Committee meetings including receiving feedback and adjusting Plan based on Committee requests related to tourism or marketing.
  - b. Operate and manage a mobile-friendly Visit Wenatchee website and website maintenance including community calendar updated with local events and activities;
  - c. Operate and manage Visit Wenatchee social media channels;
  - d. Operate and manage a Wenatchee Visitor's Center including programming the center to support local events and activities with operating hours that are conducive to travelers and local tourism, and create and distribute materials that provide information for visitors to the community.
  - e. Provide Weekly Fresh Newsletter to hospitality, tourism and other local supporting sectors.
  - f. Focus efforts of marketing of the assets and amenities of the City of Wenatchee;
  - g. Work with local and out-of-town groups to provide information about the facilities available to host conventions and meetings and coordinate with events occurring to ensure a positive visitor experience.
  - h. Work with community groups and organizations such as the Performing Arts Center, Town Toyota Center, Wenatchee Valley Museum and other local assets to assist the with coordination and planning of activities or events that serve the broader community and benefit Wenatchee through increased visitors, hotel room stays, and general economic contributions to the community.
  - i. Develop programming and activities to enhance and support tourism during the off and shoulder seasons.
  - j. Engage in cooperative tourism opportunities by partnering with other Local, Regional, and State Visitor's Organizations.
  - k. Support the application process for use of LTAC and TPA funds by managing online information about the City of Wenatchee's funds available for tourism opportunities, purpose and guidelines on Contractor website or other location as mutually agreed to by the City and Contractor.
  - l. Any and all activities, programs, materials, and other resources funded with City tourism funds will include appropriate messaging acknowledging the use of tourism funds and use Visit Wenatchee branded materials.

- N. Ongoing and Annual Reporting:
- a. Obtain local hotel industry data to measure market-level performance.
  - b. Collect visitor's travel data and how they learned of Wenatchee;
  - c. Collect other information as requested by the City.
  - d. Provide visitor and tourism information to the City no later than May 1st of each year.
    1. JLARC reporting requirements for LTAC include:
      1. All lodging tax revenues received;
      2. All lodging tax revenues distributed and/or expended;
      3. All recipients of lodging tax monies, including the city itself, that may have directly used lodging tax funds for qualifying facilities, tourist events, or tourism administration; and
      4. For all recipients, the actual number of people traveling for business or pleasure on an overnight trip in paid accommodations, traveling 50 or more miles away from their business or place of residence for the day or overnight, or traveling from another country or state.
  - e. The Contractor shall document how any City funds designated as Lodging Excise Tax funds are spent towards tourism promotion as defined in RCW 67.28.080 through monthly itemized lists of expenditures provided to the city's Finance Department. The City shall have the right to review the documentation upon request at any time. In order to perform this function, the Contractor shall purchase or obtain data required for reporting including monthly Smith Travel reports and annual Dean Runyon reports, as well as additional mechanisms deemed needed by which travel data can be gathered.
- O. The Contractor shall provide an annual report to the Committees and City Council no later than June 30th on previous year's activities. The report should include:
- a. Statistical reporting on all efforts paid;
  - b. A summary and analysis of the specific steps taken to perform the tasks in this contract;
  - c. A report on the variety of specific promotion activities executed for the purpose of attracting visitors to Wenatchee. The report should include a description of the specific promotion activities targeted at attracting visitors to Wenatchee during the fall, winter and spring and include samples of advertising.
  - d. A report and analysis of the viability of new festivals and events for supporting additional tourism, including efforts the Contractor made to coordinate with other community groups on existing events.
  - e. A summary report of outreach efforts made by the Contractor to other organizations, businesses, and people to support the work of this contract.
- P. Funding
- a. The City shall pay to the Contractor a base fee for the destination management and marketing services to be provided under this Agreement a sum equal to \$388,630, for year one. In years two through three of the contract, the maximum payment amount shall be adjusted by 3%, contingent on commensurate growth in the City's hotel-motel tax and tourism promotion area receipts. All contract amounts are subject to appropriation based on funding being available. Payments made pursuant to this paragraph shall be the total compensation by the City for the services to be performed by Contractor. The payments to the Contractor shall be paid in 12 equal monthly installments.
  - b. Funding for activities and services to be supported by the Contractor will be reviewed on an annual basis considering the Plan and feedback from the Committee and approved by

the City Council. Exhibit A shall be updated annually to reflect the approved funding for destination management and marketing activities.

- Q. Indemnification. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of resulting from the acts, errors or omissions of the Contractor in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- R. Insurance. Contractor shall obtain and keep in force during the terms of the agreement the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to R.C.W. Title 48:
- a. Worker's compensation and employer's liability insurance as required by the State of Washington.
  - b. General commercial liability insurance in an amount not less than a single limit of \$1,000,000 for bodily injury, including death and property damage per occurrence. Excepting the worker's compensation insurance secured by Contractor, the City will be named on all certificates of insurance as an additional insured. Contractor shall furnish the City with verification of insurance and endorsements required by this agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
  - c. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Contractor shall submit a verification of insurance as outlined above within 14 days of the execution of this agreement to the City.
  - d. No cancellation of the foregoing policies shall be effective without 30 days prior notice to the City.
  - e. The City will pay no progress payments under Section 2 of this agreement until Contractor has fully complied with this Section. This remedy is not exclusive, and the City may take such other action as is available to them under other provisions of this agreement, or otherwise in law."
- S. No Discrimination. Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 40.60.215 or other applicable law prohibiting discrimination.
- T. Dispute Resolution. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between Contractor and the City shall be referred for determination to the City's Mayor, whose decision in the matter shall be final and binding on the parties of this agreement, provided, however, that if an action is brought challenging the Mayor's decision, that decision shall be subject to de novo judicial review.
- U. Termination

- a. Termination for Convenience. This Contract may be terminated by either party by giving 90 days' prior written notice of intent to terminate. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.
- b. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
  1. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
  2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
  3. If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.
- c. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination. If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.
  1. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:
  2. If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.
  3. In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
  4. If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.



5. City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.
6. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

V. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Wenatchee  
ATTN: City Clerk  
301 Yakima Street  
Wenatchee, WA 98801

CONTRACTOR:

Wenatchee Valley Chamber of Commerce  
137 N. Wenatchee Avenue  
Wenatchee, WA 98801

ADD SIGNATURE BLOCK  
ADD EXHIBIT A

Revenue		Wenatchee LTAC	TPA	Total	
	LTAC	\$ 294,315	\$ 525,665	\$819,980	Total LTAC and TPA spend for 2023 including WVCC contract
<b>Expenses</b>					
	<b>LTAC Funds for City of Wenatchee Events</b>	<b>\$100,000</b>			Not included in Chamber's budget/contract but wanted to show the allocation from LTAC
5002	Media				
	Videos	\$0	\$45,000	\$45,000	
	Digital Media (Visit Wenatchee)	\$0	\$10,000	\$10,000	
	<b>Total</b>	\$0	\$55,000	\$55,000	
5003	Marketing				
	PR Firm		\$39,000	\$39,000	
	KW Media- TPA		\$12,350	\$12,350	
	Summer/Winter Guide		\$2,500	\$2,500	
	Ad buy- TPA		\$123,500	\$123,500	
	<b>Total</b>	\$0	\$177,350	\$177,350	
5004	Marketing Toolkit				
	Websites	\$0	\$28,000	\$28,000	
	Photography	\$0	\$8,000	\$8,000	
	AD Creative	\$0	\$7,500	\$7,500	
	<b>Total</b>	\$0	\$43,500	\$43,500	
5013	Tourism Promotion				
	Media Outreach/FAM-TPA	\$0	\$13,000	\$13,000	
	Promotional Items	\$0	\$2,500	\$2,500	
	Print Collateral	\$0	\$20,000	\$20,000	
	Event Support Advertising/Marketing		\$20,000	\$20,000	
	<b>Total</b>	\$0	\$55,500	\$55,500	
	<b>Grand Total</b>	\$0	\$331,350	\$331,350	
Additional Marketing related Expenses:					
5015	Dues, Subscriptions, & Reports				
	Washington Tourism Alliance	\$250	\$250	\$500	
	Cascade Loop	\$1,500	\$1,500	\$3,000	
	DMA West	\$440	\$440	\$880	
	WSDMO	\$750	\$750	\$1,500	
	Smith Travel Research Report	\$2,400	\$2,400	\$4,800	
	Datafy	\$11,250	\$11,250	\$22,500	
	Canva	\$2,475	\$2,475	\$4,950	
	Tasting Room Promotion	\$5,000	\$5,000	\$10,000	
	<b>Total</b>	\$24,065	\$24,065	\$48,130	
5019	Tourism Travel Related Expense	\$3,000	\$3,000	\$6,000	
5016/5017	<b>Payroll, Benefits, Taxes</b>	\$129,750	\$129,750	\$259,500	\$388,630 base fee for destination management & marketing operations
	<b>Professional Services</b>	\$2,500	\$2,500	\$5,000	
	<b>Overhead</b>	\$35,000	\$35,000	\$70,000	
5035	<b>Other</b>	\$0	\$0	\$0	
	<b>Total Other Marketing</b>	\$194,315	\$194,315	\$388,630	
	<b>All Marketing</b>	\$194,315	\$525,665	\$719,980	Total WVCC contract



## VOLUNTEER COMMISSION/BOARD APPLICATION

### COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board             | <input type="checkbox"/> Historic Preservation Board                        |
| <input type="checkbox"/> Civil Service Board                 | <input type="checkbox"/> Lodging Tax Advisory Committee                     |
| <input type="checkbox"/> Code Enforcement Board              | <input type="checkbox"/> Planning Commission                                |
|  | <input type="checkbox"/> Tourism Promotion Area Board                       |

### APPLICANT INFORMATION

City of Wenatchee Resident  Yes  No

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Historic Preservation Board, and the Arts, Recreation & Parks Commission*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Initial: \_\_\_\_\_

Physical Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Years lived in Wenatchee Valley: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Work Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Education and Formal Training: \_\_\_\_\_

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Skills/Special Interests: \_\_\_\_\_

Experience related to the Commission/Board: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why are you seeking this appointment? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_

**REFERENCES**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

**AFFIDAVIT OF APPLICANT**

I, \_\_\_\_\_, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

\_\_\_\_\_  
(Signature)

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



## Volunteer Board, Commission and Committee Responsibilities

**To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:**

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



### VOLUNTEER COMMISSION/BOARD APPLICATION

#### COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
| <input type="checkbox"/> Arts, Recreation & Parks Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
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| <input type="checkbox"/> Civil Service Board                 | <input checked="" type="checkbox"/> Lodging Tax Advisory Committee          |
| <input type="checkbox"/> Code Enforcement Board              | <input type="checkbox"/> Planning Commission                                |
|  | <input type="checkbox"/> Tourism Promotion Area Board                       |

#### APPLICANT INFORMATION

City of Wenatchee Resident  Yes  No

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Historic Preservation Board, and the Arts, Recreation & Parks Commission*

Last Name: Miller First Name: MARK Initial: H

Physical Address: 1801 Aspen City: Wenatchee Zip: 98801

Mailing Address: Same City: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: 509-888-7330 Evening Phone: 509-885-5152

E-mail: mmiller@towntoyota.com Years lived in Wenatchee Valley: 13

Occupation: General Manager Years of Experience: 32

Work Address: 1300 Walla Walla Ave City: Wenatchee Zip: 98801

Education and Formal Training: BA

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

- |   |                             |
|---|-----------------------------|
| Organization and Duties: <u>Wenatchee YMCA</u>              | Length of Service: <u>2</u> |
| Organization and Duties: <u>Mesquite Rodeo</u>              | Length of Service: <u>8</u> |
| Organization and Duties: <u>Mesquite Chamber (chairman)</u> | Length of Service: <u>8</u> |
| Organization and Duties: <u>IAFE</u>                        | Length of Service: <u>4</u> |
| Organization and Duties: <u>Texas Assoc. Fairs Board</u>    | Length of Service: <u>5</u> |

Skills/Special Interests: \_\_\_\_\_

Experience related to the Commission/Board: General manager of 4,000+ Seat Multipurpose Arena hosting events with ongoing substantial regional economic impact.

Parent or Participant in recreational Activities including softball baseball, volleyball, Skiing, rafting

Why are you seeking this appointment?  
Believe in the power of tourism AS a Major industry.

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: Place of employment does apply for LTAC Funds

**REFERENCES**

Name: Frank Kuntz  
Address: City of Wenatchee City: Wenatchee Zip: 98801  
Phone: 509-888-6200 Email: frank@kuntzcpa.com  
Occupation: CPA/MAYOR Years known: 13

Name: Steve Lacy  
Address: City of EAST Wenatchee City: EAST Wenatchee Zip: 98802  
Phone: 509-630-9820 Email: Steve@lacykane.com  
Occupation: Attorney/former Mayor Years known: 13

Name: Pete Fraley  
Address: Orden Murphy Wallace City: Wenatchee Zip: 98801  
Phone: 509-662-1254 Email: ptraley@omwlaw.com  
Occupation: Attorney Years known: 13

**AFFIDAVIT OF APPLICANT**

I, Mark Miller, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.



(Signature)  
Date: 9-12-2022



## Volunteer Board, Commission and Committee Responsibilities

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I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: \_\_\_\_\_

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

9-12-2022





### VOLUNTEER COMMISSION/BOARD APPLICATION

#### COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- |  |   |
|--|---|
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| <input type="checkbox"/> Code Enforcement Board              | <input type="checkbox"/> Planning Commission                                |
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#### APPLICANT INFORMATION

City of Wenatchee Resident  Yes  No

*Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Historic Preservation Board, and the Arts, Recreation & Parks Commission*

Last Name: Cuevas First Name: Miguel Initial: A

Physical Address: 924 N. James Avenue City: Wenatchee Zip: 98802

Mailing Address: " City: " Zip: "

Day Phone: (509) 881-0353 Evening Phone: Same

E-mail: Miguel Cuevas #1@gmail.com Years lived in Wenatchee Valley: 35

Occupation: Assistant General Manager Years of Experience: 12

Work Address: 1229 Walla Walla Avenue City: Wenatchee Zip: 98801

Education and Formal Training: H.S. and 15 years hotel experience

Have you ever been convicted of a felony or released from prison?  Yes  No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

#### Volunteer/Community Experience:

Organization and Duties: LTAC Length of Service: 4

Organization and Duties: Wenatchee Chamber of Commerce Length of Service: 3

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Organization and Duties: \_\_\_\_\_ Length of Service: \_\_\_\_\_

Skills/Special Interests: \_\_\_\_\_

Experience related to the Commission/Board: \_\_\_\_\_

Why are you seeking this appointment? \_\_\_\_\_

Would any conflict of interest be created as a result of your appointment?  Yes  No

If yes, please explain: \_\_\_\_\_

**REFERENCES**


Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
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Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Occupation: \_\_\_\_\_ Years known: \_\_\_\_\_

**AFFIDAVIT OF APPLICANT**

I, Miguel Cuevas, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

  
(Signature)  
Date: 5/14/2022



## Volunteer Board, Commission and Committee Responsibilities

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Signed:  Date: 9/14/2022