

**ADVISORY BOARD FOR THE ATASCADERO TOURISM
BUSINESS IMPROVEMENT DISTRICT**



MINUTES

Tuesday, May 21, 2019 at 11:00 A.M.

**Atascadero City Hall - 6500 Palma Avenue, Club Room
Atascadero, California**

CALL TO ORDER:

Chairperson Alexander called the meeting to order at 10:58 a.m.

ROLL CALL:

Present: Board Member O'Malley, Board Member Sohi, and Chairperson Alexander.

Vacant: One vacant seat.

Absent: Vice Chairperson Dawson.

Staff Present: Destination Management Consultant Angelica Ottman, Destination Management Coordinator Hanna Meisinger, Marketing Consultant Chelsea Modlin, and Deputy City Manager/Outreach Promotions Terrie Banish.

APPROVAL OF AGENDA:

MOTION: By Board Member O'Malley and seconded by Board Member Sohi to approve the agenda.
Motion passed 3:0 by a roll call vote.

PUBLIC COMMENT: None.

A. CONSENT CALENDAR

1. ATBID Draft Action Minutes – April 17, 2019

- Recommendation: Approve the Draft Action Minutes of April 17, 2019. [Big Red Marketing]

MOTION: By Board Member Sohi and seconded by Board Member O'Malley to approve the consent calendar.
Motion passed 3:0 by a roll call vote.

B. BUSINESS ITEMS

1. Marketing Services Contract Renewal

- Recommendation: Board to endorse Contract Amendment No. 4 with Verdin, for marketing services, to renew the contract for an additional one-year period with contract end date of 3/10/2020 and revise compensation for an annual amount not to exceed \$138,000. [Verdin]
- Fiscal Impact (GL Varied): \$138,000.

Ashlee Akers presented Verdin's recommended scope of work. The Board discussed ways to align the contract in perspective of the fiscal year. Akers answered questions from the Board regarding their scope of work and the cost.

PUBLIC COMMENT: Jessica Sohi and Amanda Diefenderfer.

MOTION: By Board Member O'Malley and seconded by Chairperson Alexander to endorse Contract Amendment No. 4 with Verdin, for marketing services, to renew the contract for an additional eight-month period with contract end date of 3/10/2020 and revise compensation for an annual amount not to exceed \$138,000.
Motion passed 3:0 by a roll call vote.

2. Destination Management Services Contract Renewal

- Recommendation: Board to endorse Contract Amendment No. 4 with Big Red Marketing for destination management services, to renew contract for an additional one-year period with contract end date of 3/1/2020 and revise compensation for an annual amount not to exceed \$30,315. [Big Red Marketing]
- Fiscal Impact (GL Varied): \$30,315.

Amanda Diefenderfer presented the fees and scope of work to the Board. Diefenderfer shared some details on the budget and fees related to costs absorbed by Big Red Marketing.

PUBLIC COMMENT: None.

MOTION: By Board Member O'Malley and seconded by Board Member Sohi to endorse Contract Amendment No. 4 with Big Red Marketing for destination management services, to renew the contract for an additional eight-month period with contract end date 3/1/2020 and revise compensation for an annual amount not to exceed \$30,315.
Motion passed 3:0 by a roll call vote.

3. Mid-State Fair Showcase of Cities

- Recommendation: Provide staff direction on Visit Atascadero's participation in the Mid-State Fair's Showcase of Cities window display. [Big Red Marketing]
- Fiscal Impact (GL 2502): \$300 - \$3,000.

Destination Management Consultant Ottman presented staff direction for the Mid-State Fair's Showcase of Cities window display. Deputy City Manager Banish shared updates on the City's financial commitment to the display and asked if the ATBID is interested in splitting the cost.

PUBLIC COMMENT: Ashlee Akers and Amanda Diefenderfer.

MOTION: By Board Member O'Malley and seconded by Chairperson Alexander to participate in the Mid-State Fair's Showcase of Cities at a maximum amount of \$1,500.
Motion passed 3:0 by a roll call vote

4. Mid-State Fair Sponsorship Opportunity

- Recommendation: Provide staff direction on sponsorship opportunity with Mid-State Fair which also includes a City shuttle stop. [Big Red Marketing]
- Fiscal Impact (GL 2502): \$10,000.

Destination Management Consultant Ottman passed out an updated sponsorship agreement (Exhibit A) and answered questions from the Board. Deputy City Manager Banish explained the updated sponsorship benefits and shared that the City is willing to split the cost. Banish will explore options in the City outside of lodging properties and Big Red Marketing and Verdin will help make the decision best for the Board. Public Member Jessica Sohi recommended that the stops should be within walking distance to all Board hotels.

PUBLIC COMMENT: Jessica Sohi and Emily Reneau.

MOTION: By Board Member Sohi and seconded by Chairperson Alexander to agree on the sponsorship agreement at the \$7,500 level, noting that the City will cover the additional \$7,500 and staff, city, and Board will make the decision for bus stop location keeping in mind location priority order is city-owned, private-owned, and lodging-owned properties and the Board's recommendation is for Sunken Gardens and Lakeside Park bus stop locations.
Motion passed 3:0 by a roll call vote

5. Monthly Marketing Statistics Summary

- Recommendation: Receive and file Marketing Statistics Report. [Verdin]
- Fiscal Impact: None.

Marketing Consultant Chelsea Modlin presented the monthly marketing statistics report for April and answered questions from the Board. Modlin shared that the image selection can be shared before it goes live for IPW.

PUBLIC COMMENT: None.

**The Monthly Marketing Statistics Summary
was received and filed by the Board.**

6. Monthly Budget Report

- Recommendation: Receive and file Budget Report. [Big Red Marketing]
- Fiscal Impact: None.

Destination Management Consultant Ottman presented the monthly budget report, passed out the Final Draft Fund Analysis (Exhibit B), and answered questions from the Board. Ottman recommended the emergency marketing contingency plan be discussed at the August meeting.

PUBLIC COMMENT: None.

**The Monthly Budget Report
was received and filed by the Board.**

C. UPDATES

1. Visit SLO CAL TMD Update – Board Member Sohi – No updates, quorum was not met. Marketing Consultant Modlin shared that the marketing plan was approved for Visit SLO CAL.
2. Visit SLO CAL Marketing Committee Update – Verdin – Ashlee Akers shared updates from the Visit SLO CAL Marketing Committee meeting and answered questions from the Board. Akers shared there might be an opportunity for a Google Destination large co-op.
3. Destination Management Update – Big Red Marketing – Destination Management Consultant Ottman shared IPW updates. Amanda Diefenderfer shared that Ottman will be taking a maternity leave and will temporarily be replaced by Destination Management Coordinator Meisinger and Kylee Corliss as account leads.
4. City Business Update – City Manager's Office – Deputy City Manager Banish shared City Business updates. The City will be hiring for an events coordinator position in the coming months.

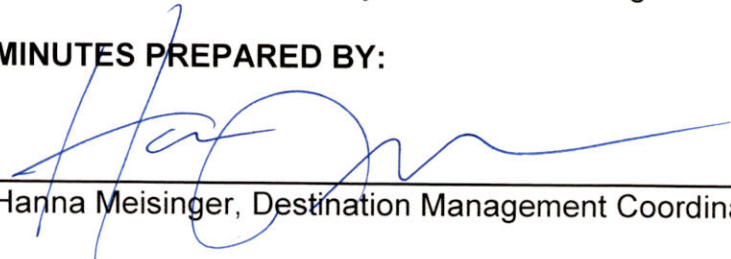
C. BOARD MEMBER COMMENTS:

Board Member Sohi requested information on the Pozo concert venue's status. Board Member O'Malley recommended there be a "pet friendly" search option for Visit Atascadero.

E. ADJOURNMENT

Chairperson Alexander adjourned the meeting 12:59 p.m.

MINUTES PREPARED BY:



Hanna Meisinger, Destination Management Coordinator

Exhibit A – California Mid-State Fair Sponsorship Agreement
Exhibit B – Final Draft Fund Analysis

APPROVED: August 21, 2019

Date: May 21, 2019

CALIFORNIA MID-STATE FAIR – P.O. BOX 8, PASO ROBLES, CA 93447
TOM KEFFURY TK@MIDSTATEFAIR.COM 805-459-5530

SPONSORSHIP AGREEMENT

CITY OF ATASCADERO
6500 PALMA AVENUE, ATASCADERO, CA 93422
TERRIE BANISH

SCOPE OF WORK

Contractor agrees to provide the State of California, 16th District Agricultural Association (California Mid-State Fair) with the following sponsorship:

- 1.) Contractor shall pay to the State the sum of **\$15,000 cash** per year of agreement.
- 2.) Term of this agreement is **JAN 1, 2019 – DEC 31, 2019.**

All sponsorship monies shall be paid in full prior to JUNE 1 of each year of agreement. Sponsorship benefits shall not take effect until all money is received.

Contractor shall receive the following sponsorship benefits in exchange for the above:

3.) Advertising & Exposure

- a. Business Listing in Official Program
- b. Business Listing in Official Daily Schedule
- c. Business Logo/Link on CMSF Website (www.midstatefair.com)
- d. **Two (2)** "Voice of the Fair" Announcements per day of the Fair. This is a 1-sentence written announcement that you provide which highlights your business.
- e. Signage – (All signs shall be supplied to the State by Contractor using lightweight, **1/4-inch corrugated plastic material** for sign. State will hang sign(s) at no charge to Contractor. Contractor to maintain, update and/or replace sign should sign fade or new logo is needed).
 - i. **One (1)** Equestrian Center (4' x 8') Sign

4.) Hospitality

- a. **Twelve (12)** Single-Day Admission Passes which will give you complimentary admission one day of the Fair.
- b. **Two (2)** Season VIP/Photo Passes which will give you complimentary admission each day of the Fair.
- c. **One (1)** VIP Parking Pass which will give you complimentary admission to the Oak Tree Lot, located on Riverside Avenue, across the street from the South Gate Entrance/Exit.
- d. **Access** to our VIP Hospitality Tent, which features light appetizers, complimentary water/soda, a full no-host bar, and private upscale bathrooms (concert ticket required).
- ~~\$2,000~~ **\$1,500** ~~VIP~~ Ticket Credit which will allow you to purchase concert tickets, admission passes and/or carnival ride tickets. All concert tickets will be located in our sponsor hold sections: floor seats in the center sections.

5.) Special Programming

- a. Contractor to be sponsor of **Craft Beer Tasting & Awards** and as such shall receive name/logo on all custom beer glasses, marketing and promotion.
- b. Contractor to be sponsor of **Water Bottles at Rhythm & Brews featuring Billy Idol** concert and as such will have logo on water bottles and/or water bottle carry boxes.
- c. Contractor shall be allowed to secure two (2) **Shuttle Pick-Up/Drop-Off** locations in the city of Atascadero. Such locations will fall under the supervision of State Coordinator.

INSURANCE

In the event Sponsorship includes display space or physical access to the fairgrounds, Sponsor shall be responsible to provide proof of insurance set forth in State of California Standard Agreement.

SPECIAL TERMS AND CONDITIONS

EVACUATION ORDER

The California Mid-State Fair, along with all other large venue public gathering places and events around the country have been advised by Federal, State and Local Authorities that an emergency evacuation of the premises may be ordered by any of these authorities at any time. This decision would be driven by information available to those authorities that:

- (1) May not be available to the California Mid-State Fair, or may be classified by those authorities, and therefore the California Mid-State Fair would not be able to share it with our exhibitors, contractors, participants, guests, or renters;
- (2) Could arise out of an actual or threatened act of terrorism;
- (3) Could arise from any number of natural disasters, or other public safety concerns the authorities have for the safety of the general public at our Fair or at our facility, property, grounds, or parking areas.

If an evacuation order occurs, you will be asked to leave the premises immediately. The law does not only require your cooperation, but for your own safety and the safety of others, common sense demands your full cooperation. The Paso Robles Police Department and/or Fair staff/security personnel will direct the evacuation. We are further advised that any evacuation order given will be for personnel only! No other property, animals, trailers, merchandise, equipment, etc. will be allowed off the premises. This is to allow the most efficient and speedy evacuation of the public from the threatened area. If an evacuation order is given, do not attempt to remove anything other than yourselves and, if applicable, your immediate means of transportation.

The evacuation plan calls for designated law enforcement personnel, California Mid-State Fair management, staff, or volunteers to remain on the grounds to secure the facility and premises.

In the unlikely case an evacuation occurs, the California Mid-State Fair will exercise every reasonable effort to care for property, animals, commercial exhibits, merchandise, etc. until the authorities remove the evacuation order and the public is allowed back into the facility. No one will be allowed back on the grounds until the authorities have given the approval to return. The California Mid-State Fair staff/security personnel along with the Paso Robles Police Department will enforce the order in strict accordance with instructions from the authorities.

The State of California, Sixteenth District Agricultural Association, California Mid-State Fair, its directors, officers, agents, servants, nor employees cannot, and will not, be held liable or responsible for any loss or damage to any Contractor's, exhibitor's, or patron's personal property, equipment, merchandise, animals, exhibits, etc. during or after any such event.

By entering into this agreement Contractor hereby agrees to indemnify, defend and save harmless the State of California, Sixteenth District Agricultural Association, California Mid-State Fair, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, participant, exhibitor, and any other person, firm or corporation attending, or participating in, any activity or event covered under this agreement and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this Agreement.

RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days' written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

PREPARED BY TOM KEFFURY ~ 805-459-5530 ~ TK@MIDSTATEFAIR.COM

Date: May 21, 2019

FUND ANALYSIS

Mascadero Tourism Business Improvement District (ATBID) Fund

FUND							TYPE
235							Special Revenue
FINAL DRAFT 5.21.19	2016-2017	2017-2018	2018-2019	2018-2019	2019-2020	2020-2021	
	ACTUAL	ACTUAL	BUDGETED	ESTIMATED	REQUESTED	REQUESTED	
REVENUES							
Taxes and Assessments	\$ 267,507	\$ 275,295	\$ 266,480	\$ 264,540	\$ 284,000	\$ 326,770	
Revenue From Use of Money	724	1,580	2,560	6,240	5,500	4,670	
Total Revenues	<u>268,231</u>	<u>276,875</u>	<u>269,040</u>	<u>270,780</u>	<u>289,500</u>	<u>331,440</u>	
EXPENSES							
Operations	<u>(232,639)</u>	<u>(323,637)</u>	<u>(379,660)</u>	<u>(311,110)</u>	<u>(311,020)</u>	<u>(316,450)</u>	
Total Expenses	<u>(232,639)</u>	<u>(323,637)</u>	<u>(379,660)</u>	<u>(311,110)</u>	<u>(311,020)</u>	<u>(316,450)</u>	
Net Income	35,592	(46,762)	(110,620)	(40,330)	(21,520)	14,990	
BEGINNING AVAILABLE BALANCE	<u>329,849</u>	<u>365,441</u>	<u>220,690</u>	<u>318,680</u>	<u>278,350</u>	<u>256,830</u>	
ENDING AVAILABLE BALANCE	<u>\$ 365,441</u>	<u>\$ 318,679</u>	<u>\$ 110,070</u>	<u>\$ 278,350</u>	<u>\$ 256,830</u>	<u>\$ 271,820</u>	

ATBID Annual Report Fiscal Year 2019-2020

(Pursuant to Streets & Highways Code Section 36533)

1. Proposed activities, programs and projects for the fiscal year:
 - Contract services
 - Marketing Firm
 - Administration Services
 - Marketing Plan
 - Maintenance of Visual Assets
 - Photography & Content
 - Creative Services
 - Digital Marketing
 - Website Content & Updates (i.e., Visit Atascadero; VisitSLOCAL)
 - Social Media
 - Advertising
 - Print & Promotional Items
 - Digital
 - Reactive Opportunities
 - Public Relations
 - Group FAM (familiarization tours for journalists, tour operators and meeting & event coordinators)
 - Individual Journalist Hosted Itineraries
 - Press Releases
 - Tour & Travel
 - Collaboration with CCTC FAMs
 - Collaboration with Visit CA FAMs
 - Collaboration with Visit SLOCAL FAMs
 - Consumer Outreach
 - Event Sponsorships Opportunities
 - Event Marketing
 - Email Marketing
 - Administration of TBID fund
2. Approximate cost of such activities, programs and projects for the fiscal year:
 - \$311,020
3. Amount of fund balance as of June 30, 2019 is projected to be \$278,350
4. Estimated fund balance for June 30, 2020 is projected to be \$256,830
5. Contributions received other than assessments:
 - Estimated interest income of \$6,240 for fiscal year 2018/19.
 - Estimated interest income for fiscal year 2019/20 is budgeted at \$5,500.