



Special Meeting January 29, 2024

Call to Order: The Board met in person in the office at Richfield Heritage Preserve. The meeting was called to order at 6:04 p.m. by Mike Selig, Board Vice-chair.

Roll Call

Present: Mike Lyons, Holly Price, Mark Robeson, Mike Selig

Excused: Anita Gantner, Steve McPeake, Dave Wehner

Also in Attendance: Park Director John Piepsny and a few other attendees

Regular Meeting

Old Business

Review of Lodge Event Consultant agreement

Mr. Piepsny compared the proposal from the board to the counter-proposal from Ms. Shari Green, which was based on the 2023 sales levels and sought to preserve her annual amount earned.

Ms. Price reminded the board that Ms. Shari Green is an independent contractor and does not get a salary, and it is not the board's responsibility to manage the fluctuations that naturally occur in venue rentals. She noted that Shari's suggested list of commission rates still has the tiered commission plan, although the board had changed that to a flat percentage in the last draft. Ms. Price asked Mr. Piepsny for his perspective and what he would like to see from the board.

Mr. Piepsny replied that The Lodge has exceeded anyone's expectations, including the event consultant. He stated that The Lodge has been in operation about 18 months and has a good reputation and rating. Shari has been doing a good job, and that should be taken into consideration. Mr. Piepsny also referenced future needs, including an assistant, which would be helpful for couples to be familiar with another person in case Shari were to leave the position.

Ms. Price did not disagree, but she said that Ms. Green is essentially asking for a 33% increase in pay, which is not reasonable. The commissions are increased in Ms. Green's proposal to compensate for the reduction to 75% commission paid at time of booking. Mr. Robeson agreed that her commission would go from an average of 15% to an average of 20% once the final portion of commission has been paid following an event, based on calculations referencing current booking rates.

Mr. Selig suggested that language could be added to the contract to state that Shari would be responsible for returning a specified amount of commissions if she were to leave before events take place. This would mean that the current contract terms would remain in effect.

Ms. Price said that this leaves the park open to loss if the money is not returned under those circumstances. Mr. Lyons agreed, stating that pursuing Ms. Green for the money at a later date is not a

reasonable option to consider. Ms. Price said that at some point an adjustment will have to be made, so it is best to change the contract now to cover future circumstances. She pointed out that potential events in 2024 and 2025 were not included in Ms. Green's scenarios, meaning that she can likely increase her commissions in the next two years.

Mr. Selig said that the current contract extension expires in two days on January 31. He suggested that it be extended another month to allow more time for consideration by the board. He added that the board should provide Mr. Piepsny a list of non-negotiable points and then let him take that to Shari for further negotiation.

Mr. Robeson said that the board's proposed contract is extremely generous, paying someone in advance, and he was not in favor of that piece last year. The standard in the industry is 15%. Ms. Price sees no advantage in pushing the decision down any more. The contract is what the budget and the market will bear. Ms. Price reviewed the budget and fees from The Lodge in 2023. Mr. Piepsny went over the cleaning fees required for events.

Mr. Selig asked Mr. Piepsny what Shari's biggest concern was over the most recent contract. Mr. Piepsny responded that the reduction in payments if the rentals remain the same was the most difficult for her, so she countered with her current proposal. There was also mention of the additional responsibilities related to an event rental.

Further discussion followed about the options and details of the contract, particularly the advance commission payments, and the best way to transition to a more reasonable structure.

Mr. Lyons commented that the change [not paying the entire commission in advance of an event] will have to take place at some point, since the new structure was not in place from the beginning. Mr. Robeson suggested that the monthly stipend could be raised a little bit to help fill the gap, rather than increasing the percentage commission incrementally. Mr. Piepsny pointed out that there is more involved in Shari's job than showing The Lodge, making bookings, and answering questions on the day of the wedding. Ms. Price mentioned that the board's responsibility is to maintain the fiscal health of the park.

Mr. Selig said that there's a lot of value in continuity for this job, pointing out that Shari could leave if she doesn't agree with the contract. Mr. Lyons said there may be other issues with the contract, such as her contractual responsibilities rather than what she is actually doing. Additional discussion followed regarding other options to cover all of the work needed to run the event venue and what other alternatives the board would have if Shari does not accept the contract. Changes would potentially involve a brand risk to The Lodge and loss of revenue.

Ms. Price questioned the original purpose of the monthly stipend, to understand what it's supposed to cover. More discussion followed regarding the appropriateness and purpose, an increase in the stipend and changes in the commission.

The committee agreed that a two-year contract would be appropriate, with another assessment at the end of the two years. More specific language was discussed regarding responsibilities of the park and of the event consultant. Ms. Price asked what the park needs to do to keep The Lodge as a viable event venue. Mr. Piepsny covered the various potential needs, such as table setup, cleaning, and trash removal, including what park staff and cleaning contractors are currently doing.

Mr. Lyons reviewed the current language in the contract, making notes on what the language changes should be. Other committee members provided input.

More discussion followed about the pros and cons of extending the current contract for another month. Ms. Price suggested extending the contract for only 10 days, which the committee agreed is a reasonable compromise.

MOTION by: Mr. Robeson moved and seconded by Mr. Lyons to extend the Lodge agreement through February 10, 2024.

DISCUSSION: None further.

MOTION PASSED: Vote taken by roll call: Mr. Lyons (yea); Ms. Price (yea); Mr. Robeson (yea); Mr. Selig (yea).

Mr. Lyons asked if the board is ready to approve version 7 of the contract. Ms. Price reviewed the changes being made.

MOTION by: Mr. Lyons moved and seconded by Mr. Robeson to reconsider Resolution 02-2024, a resolution authorizing the board to enter into a contract with Shari Green for Lodge event consultant services.

DISCUSSION: None further.

MOTION PASSED: Vote taken by roll call: Mr. Lyons (yea); Ms. Price (yea); Mr. Robeson (yea); Mr. Selig (yea).

MOTION by: Mr. Lyons moved and seconded by Mr. Robeson to amend Resolution 02-2024 as of Jan. 29, 2024, to make reference to version 7 of the contract, attaching the amended version of the agreement for approval, dated Jan. 29, 2024.

DISCUSSION: Ms. Price pointed out that the amended contract would need to be effective beginning Feb. 11, 2024, and that the amended resolution would need to reflect the same date.

MOTION PASSED: Vote taken by roll call: Ms. Price (yea); Mr. Robeson (yea); Mr. Selig (yea); Mr. Lyons (yea).

Mr. Lyons made the changes and emailed the revised documents to the board. Upon reviewing the revised documents, more discussion took place about the terms of the contract. Mr. Piepsny noted that

MOTION by: Mr. Lyons moved and seconded by Mr. Selig to approve version 7 of the contract with Shari Green for Lodge event consultant services, to take effect beginning Feb. 11, 2024.

DISCUSSION: None further.

MOTION PASSED: Vote taken by roll call: Mr. Lyons (yea); Ms. Price (yea); Mr. Robeson (yea); Mr. Selig (yea).

he does not think Shari will sign the contract in its revised form, although it is a fair contract. The increase in the monthly stipend to \$1500 will remain through year 2 of the contract. Ms. Price asked Mr. Piepsny to convey to Shari how much the board appreciates the work she has done to this point. It is the reason the board was willing to reconsider and take her perspective into account. The board feels they are bringing to her a very reasonable and mutually beneficial contract, and they sincerely hope she will sign it.

New Business:
None

Comments from the Floor:

Sandy Norris (Humphrey Rd) said that the TLC crew was locked out of The Lodge, ending their ability to clean Lodge restrooms and empty trash. She said that the crew is willing to help Shari with these tasks.

Adjournment:

MOTION by: Mr. Selig moved, seconded by Ms. Price, to adjourn the meeting.
Unanimously approved by voice vote.

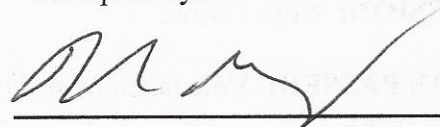
Meeting adjourned at 7:48 p.m.

Submitted by:



Polly Wheeler, Administrative Coordinator

Accepted by:



Mike Selig, Board Vice-Chair