

City of Newberg 2017 - 2018 Transient Lodging Tax – Small Grant Program Guidelines

INFORMATION FOR GRANT APPLICANTS

PURPOSE:

This grant program is intended to aid organizations and businesses that further the Newberg Strategic Tourism Plan adopted in June 2016.

<http://www.newbergoregon.gov/economicdevelopment/page/newberg-strategic-tourism-plan>, by advancing the adopted goals of:

1. Tourism bolsters Newberg economy in measurable ways.
2. Newberg is a destination of artisan makers and doers.
3. Tourism funding and industry partners catalyze downtown development and creation of new experiences for target audiences.
4. The tourism organization and strategy engage and energize local tourism partners and demonstrate healthy partnership between the private sector and city.
5. Moon Shots – tourism encourages sustainable development that benefits the local community and enhances the visitor experience.

DEFINITIONS:

The City of Newberg utilizes the state definition of tourism which is aligned with Oregon's legal definition: "Tourism" means economic activity resulting from tourists.

"Tourist" is a person who, for business, pleasure, recreation, or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to a different community that is separate, distinct from, and unrelated to the person's community of residence, and that trip:

- a. Requires the person to travel more than 50 miles from the community of residence; or
- b. Includes an overnight stay in a paid accommodation in Newberg, Oregon.

"Tourism promotion" (as it relates to this grant application) means any of the following activities:

- a. Advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists;
- b. Conducting strategic planning and research necessary to stimulate future tourism development;
- c. Operating Tourism promotion agencies; and
- d. Marketing special events and festivals designed to attract tourists.

"Tourism Related Facility" is:

- a. A conference center, convention center, or visitor information center; and

- b. Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities.

FUNDING:

Funding for this program is up to \$20,000 which may be disbursed to multiple organizations or businesses. The minimum grant amount is \$1,000 and the maximum is \$10,000. The funds are made available from the City of Newberg transient lodging taxes that are assessed to hotels, motels, bed and breakfasts, and vacation rentals for guests in the City of Newberg.

ELIGIBLE APPLICANTS:

Eligible applicants include governmental entities, 501(c)(3) and (6) non-profit organizations, and for-profit private entities with a project, program, or event in the Newberg zip code area of 97132 aimed at tourism development or marketing that promotes local tourism attractions, brings visitors, or has the potential to bring visitors to Newberg that will create overnight stays in Newberg's commercial lodging properties in furtherance of the Newberg Strategic Tourism Plan goals.

Multiple grant applications per year will be considered for any one organization or business. If an organization or business has previously been awarded a tourism grant by the City of Newberg, it will only be considered for a grant if all previously awarded grants complied with grant agreement requirements and procedures, including filing progress reports. Since grants are funded from revenues from lodging tax, recipients are asked not to request discounts from Newberg lodging properties for the proposed project, program, or event.

GRANT APPLICATION PROCESS:

In order to be considered for grant funds from the City of Newberg:

- 1) A completed application must be delivered to the Community Development Director. Application forms are available at <https://www.newbergoregon.gov/economicdevelopment/page/transient-lodging-tax-small-grant-program> or by contacting the Community Development Director, doug.rux@newbergoregon.gov. If you have multiple projects, programs, or events, separate applications will need to be submitted. The exception would be if the project, program, or event had multiple dates over the course of the fiscal year.
- 2) All application forms **MUST** be typed and sent to the Community Development Director. **No hand written forms will be accepted. Failure to abide will result in application disqualification.**
- 3) All applicants will be notified of funding approvals no later than March 30, 2018.
- 4) Progress and Final Reports on activity, spending, and results are to be submitted to the Community Development Director.

TYPES OF PROJECTS/PROGRAMS/EVENTS TO BE CONSIDERED:

Below is a sample list of grant projects, programs or events; actual projects are not limited to only what is listed below.

- 1) Projects, programs, or events which generate or encourage overnight stays in Newberg.
- 2) Projects, programs, or events that increase visitor spending.
- 3) Projects, programs, or events that enhance shoulder and off season visitation.
- 4) Projects, programs, or events that create unique wine country experiences that distinguish Newberg from nearby destinations.

ACTIVITIES NOT ELIGIBLE FOR FUNDING:

- 1) General administrative costs;
- 2) Membership fees;
- 3) Projects, programs or events promoting tourism outside of Newberg;
- 4) Project directed solely at the residents of Newberg;
- 5) Used as match for other City of Newberg funding awards;
- 6) Salaries;
- 7) Operating costs;
- 8) Travel and mileage;
- 9) Architectural engineering studies;
- 10) Apparel for volunteers and/or staff; or
- 11) Advertisements in Newberg or CVCC guides/brochures, local Chambers of Commerce publications, and local publications (print, radio, television) that are not distributed at least 50 miles outside of Newberg.

MATCHING REQUIREMENT:

The Small Grant Program requires the following cash or in-kind match ratio from the applying organization or business:

- 1) Non-Profit/Governmental: .5 (applicant) / 1 (City of Newberg)
- 2) For-Profit: 1 (applicant) / 1 (City of Newberg)

Match funds must be documented and must be committed prior to the distribution of funds. The higher the cash or in-kind match ratio will enhance the application scoring.

EVALUATION CRITERIA:

The City of Newberg Transient Lodging Tax Ad Hoc Committee will review applications and make a recommendation to the Newberg City Council on awards according to the purpose and evaluation criteria of the grant program. The Newberg City Council will make the final award decision.

Eligibility Requirements

- | | |
|--|--------|
| 1) Aligns with Transient Lodging Tax regulations (Tourist, Tourism Promotion, Tourism Promotion Agency, Tourism related facility) | Yes/No |
| 2) Promote or create experiences for: Outdoor recreation visitor, Experiential arts, Wayfinding, Downtown enhancement | Yes/No |
| 3) Appeals to designated audiences in the Newberg Strategic Tourism Plan (Wine Country Adventures, Millennial Explores, George Fox Network, and Luxury Wine Travelers) | Yes/No |
| 4) The project will create or enhance an experience for shoulder or off-season visitors | Yes/No |
| 5) Does it align with other tourism activities in the community | Yes/No |
| 6) Builds on existing assets | Yes/No |
| 7) Leverages funding | Yes/No |
| 8) Entities that have a bankruptcy or other financial corruption within The past five years are ineligible | Yes/No |

Criteria

- | | |
|--|-------|
| 1) What is the projected return on investment | |
| a. Predicted number of tourists attracted/overnight guests | 0 - 5 |
| b. Will it have lasting impact and utility | 0 - 5 |

- | | |
|---|-------|
| 2) Demonstrated history of attracting tourists/overnight guests | 0 - 3 |
| 3) Does it engage and energize local tourism partner(s) | 0 - 3 |
| 4) Does it enhance Newberg as a destination | 0 - 5 |
| 5) Does it enhance Newberg as a location for Makers and Doers | 0 - 3 |
| 6) Does it catalyze downtown development | 0 - 3 |
| 7) Is it likely to increase visitor spending | 0 - 5 |
| 8) Does it enhance tourism from October – May or Sunday – Thursday Visitation. | 0 - 5 |
| 9) Does this project align with at least one of the four target audiences (Wine Country Adventurers, Millennial Explorers, George Fox Network, Luxury Wine Travelers) | 0 - 5 |

PROMOTIONAL MATERIAL:

All funded projects, programs or events involving promotional materials and websites must be reviewed by the Community Development Director at the draft stage and will need to include the www.newbergoregon.gov/cd/page/tourism web address and a link to www.newbergoregon.gov/cd/page/tourism in the case of a website.

All grant support should be referenced as; **“This project/program/event is made possible in part by a grant from Newberg transient lodging taxes and the City of Newberg.”**

UNUSED FUNDS:

In the event that awarded funds remain and were not completely used for the project, program, or event intended, the unused funds shall be returned to the City of Newberg.

GRANT CONTRACT:

All grant award recipients must enter into a Small Grant Contract with the City of Newberg. A sample contract is included in the application material.

REPORTING PROCESS:

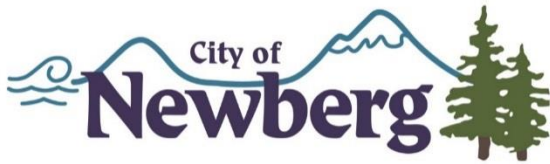
Applicants that are awarded grant funding are required to submit both a Progress Report on a date to be determined and a Final Report within 30 days after the project, program or event to the Newberg Community Development Director.

RECORD KEEPING:

It is requested that all grantees maintain records for the minimum required amount of time set forth by the IRS, including receipts, and make the records available to the City of Newberg upon request for audit purposes.

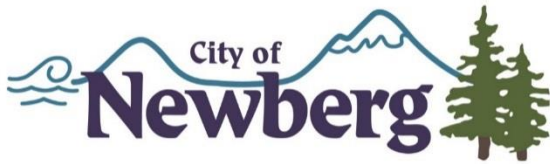
PERMITTING AND LICENSING:

The award of grant money through this program does not supersede the need for proper permitting and licensing with the City of Newberg and / or other governing agents. Proof of all necessary permits and licenses is required before grant funds can be dispersed.



**City of Newberg 2017 - 2018
Transient Lodging Tax – Small Grant Program Check List**

- ☐ Cover Page
- ☐ Application Form
- ☐ Budget for project/program/event being funded that lists all anticipated income and expenses
- ☐ Board or Owner approved financial statement for most recently completed fiscal year of the organization or business responsible for the project/program/event
- ☐ Letter signed by officers of the Organization's Board of Directors or Business Owners authorizing this application
- ☐ Documentation of organization or business existence: Current, valid Oregon Secretary of State Corporation Division registry filing
- ☐ Documentation that no bankruptcy or other financial corruption has occurred within the past five years
- ☐ Letters of support
- ☐ Project Narrative
- ☐ Signed the Signature and Certification Form



**City of Newberg 2017 - 2018
Transient Lodging Tax – Small Grant Program Application Cover Page**

Project Title: _____

Applicant Name: _____

Mailing Address: _____
Street City State Zip

Contact Name: _____

Phone: _____ Email: _____

Alternate Phone: _____

Amount of total Funding Requested: \$ _____

Please note: Funds not spent on the approved project must be returned to the City of Newberg by check with the Final Report due 30 days after completion of the project, program or event.

Project, Program or Event Detail:

- A. To apply, attach a completed application to this cover sheet along with any required supporting materials.
- B. Submit an updated Project, Program or Event Detail as your Progress Report.
- C. Within 30 days after project, program or event is complete submit a Final Report. Attach receipts/paid invoices for monies spent and a check to the City of Newberg for any unspent funds.

Any changes to your project must have prior approval to receive funding.

I agree to all terms described on this application and verify that the information provided on this cover sheet is true and accurate.

Print Name: _____

Signature: _____

Title: _____

Date: _____

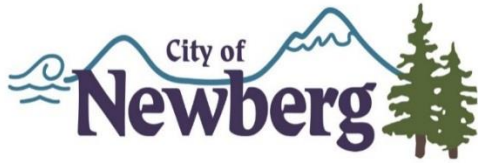
*****FOR OFFICE USE ONLY*****

APPROVED/NOT APPROVED/REVISED (ATTACH DETAILS) _____

Progress Report Received: _____

Final Report received: _____

Funds returned, received on: _____



City of Newberg 2017 - 2018 Transient Lodging Tax – Small Grant Program Application

THE FOLLOWING ITEMS MUST BE INCLUDED WITH YOUR APPLICATION:

- ❖ Completed application Cover Sheet.
- ❖ Budget for project/program/event being funded that lists all anticipated income and expenses.
- ❖ Board or Owner approved financial statement for most recently completed fiscal year of the organization or business responsible for the project/program/event.
- ❖ Letter signed by officers of the Organization's Board of Directors or Business Owners authorizing this application.
- ❖ Documentation of organization or business existence: Current, valid Oregon Secretary of State Corporation Division registry filing.
- ❖ Documentation that no bankruptcy or other financial corruption has occurred within the past five years.
- ❖ Letters of support.

Project Title: _____

Applicant Name: _____

Mailing Address: _____
Street City State Zip

Contact Name: _____

Phone: _____ Email: _____

Alternate Phone: _____

Website Address: _____

Secretary of State Business Registry Number: _____

Non Profit _____ Government _____ For-Profit _____

Amount of total Funding Requested: \$ _____

Please note: Funds not spent on the approved project, program or event must be returned to the City of Newberg by check with the Final Report due 30 days after completion of the project, program or event.

Classify how funds will be used for your project/program/event: *check all that apply*

_____ New Project

_____ New Program

_____ New Event

_____ Existing Project

_____ Existing Program

_____ Existing Event

Has this project, program or event received these grant funds in the past?

If so when and for how much?

Prior year grant award through this program does not guarantee additional funding in subsequent years. All returning projects, programs or events must reapply and are subject to approval. This program has limitations of funding available in the fiscal year in total amount of funds requested. All required reports must be in good standing at the time of application for future funding by a past grant recipient.

Budget Summary (this format must be used):

Project/Program/Event Budget: This budget provides the detail of the project, program or event that the grants funds would be applied to. This should include how the funds from this grant will be spent. Expenses must be explicitly defined. Please include in-kind and cash match.

Fiscal Year: _____ to _____

Income Sources	Amount
Total Project/Program/Event Income	

Expenses – Must be explicitly defined.	Amount
Total Project/Program/Event Expense	

Organization Budget: This budget shows how this project, program or event fits into your organization. Your project, program or event should be shown as a line in this budget.

Fiscal Year: _____ to _____

Income Sources	Amount
Total Organization Income	

Expenses	
Total Organization Expense	

Project Narrative:

1. Project description:
2. How will your project, program or event further the Newberg Strategic Tourism Plan goals?
3. How does your project, program or event align with Transient Lodging Tax regulations (Tourist, Tourism Promotion, Tourism Promotion Agency, or Tourism related facility)?
4. What is the projected return on investment?
5. Predicted number of tourists' attracted/overnight guests?
6. Will it have lasting impact and/or utility?
7. How does your project, program or event leverage funding?
8. What is the ratio at which Transient Lodging Tax funds will be matched?

9. What is your demonstrated history of attracting tourists?
10. Does your project, program or event engage and energize local tourism partner(s)?
11. Does your project, program or event enhance Newberg as a destination? If so how?
12. Does your project, program or event enhance Newberg as a location for Makers and Doers? If so how?
13. Does your project, program or event catalyze downtown development? If so how?
14. Does your project, program or event enhance tourism from October – May or Sunday – Thursday Visitation? Explain how.
15. Does this project align with at least one of the four target audiences (Wine Country Adventurers, Millennial Explorers, George Fox Network, or Luxury Wine Travelers)?
16. What is the timeframe for completion of your project, program or event?

Signature and Certification Letter:

I hereby certify that all facts, figures and representations made in this application, including all attachments, are true and correct. This application is made with the written approval of my Board of Directors or Owners, which is attached to this application.

I agree that all publicity, press releases, publications, materials and or media advertising produced as part of this proposed project/program/event will acknowledge the grant program as follows:

"This project/program/event is made possible in part by a grant from Newberg transient lodging taxes and the City of Newberg."

I agree to carry out this project/program/event as outlined within the application. Further, I understand that failure to do so will invalidate this agreement and necessitate the immediate return of all Transient Lodging Tax grant monies to the City of Newberg.

Signature of Authorizing Official

Date

Print Name of Authorizing Official

Budgeted Expenses	Amount	ACTUAL EXPENSES	Amount
Total Budgeted Project/Program/Event Expenses		Total Actual Project/Program/Event Expenses	

2. Do you have unused City funds remaining? If so how much?

3. Date project, program or event was (or will be) completed:

4. Results achieved with project, program or event. Did you reach your target audience or goal? Discuss your measurement of success.

5. Please include data that supports how many tourists and room nights you believe this project, program or event helped generate based on collected zip codes of attendees.

SAMPLE CONTRACT ONLY

**CITY OF NEWBERG
TRANSIENT LODGING TAX
SMALL GRANT CONTRACT**

This Grant Contract is made and entered into by and between the City of Newberg ("CITY") and _____ ("RECIPIENT").

RECITALS

Whereas, in 1976 the City of Newberg implemented a transient lodging tax (TLT) of 6%;

Whereas, in 2014 the City of Newberg increased its TLT to 7.5%;

Whereas, in 2015 the City of Newberg increased its TLT to 9%TLT;

Whereas, HB 2267 in 2003 requires increases in the TLT after July 2, 2003 dedicate that 70% of collected tax be used for tourism promotion or tourism related facilities;

Whereas, the funds provided under this Grant Contract were derived from TLT funds and designated for use on tourism promotion, or tourism related facilities;

Whereas, the City of Newberg has reviewed RECIPIENT'S application, submitted on _____ (the "Application") and determined the Project, Program or Event, as hereafter defined, is feasible and merits funding.

NOW THEREFORE, the parties agree as follows:

1. Contract. This Grant Contract shall include the following, which in the event of any inconsistency are to be interpreted in the following order of precedence:
 - A. This Grant Contract without any Exhibits.
 - B. Special Conditions of Award, attached as Exhibit A.
 - C. A description of the Project, Program or Event approved by the CITY (the "Project"), attached as Exhibit B.
 - D. Approved Project budget showing a breakdown of sources of funds, attached as Exhibit C. This Exhibit supersedes the Project budget submitted in RECIPIENT'S Application; and
 - E. RECIPIENT'S application, which by this reference is incorporated herein.
2. Grant. In reliance upon RECIPIENT'S Application and covenant to comply with all local, state and federal laws, rules and regulations and the terms of this grant as set forth herein, the CITY agrees to provide the RECIPIENT funds in the amount of \$_____, the use of which shall be expressly limited to the Project and the activities described in Exhibit B. The use of these funds shall also be subject to the approved Project budget in Exhibit A, if any.

Subject to the terms and conditions of this Grant Contract, the CITY shall disburse the grant funds to RECIPIENT upon execution of the Grant Contract.

3. Project Completion Date. The approved grant activities must be completed by _____ from the date of this Grant Contract ("Project Completion Date"). By the Project Completion Date, all Project activities must be completed, including submission of the Project Final Report 30 days after the Project Completion Date.
4. Recipient's Covenants – Compliance with Laws.
A. The RECIPIENT agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable local, state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Grant Contract.
5. Default and Remedies.
A. Default. RECIPIENT shall be in default under this Grant Contract upon occurrence of any of the following events:
 - (1) Key RECIPIENT actions are not completed in accordance with the Project Schedule or CITY's approval of a Progress Report provided for in this Grant Contract.
 - (2) Any representation, warranty or statement made by RECIPIENT herein or in any documents or reports relied upon by CITY is untrue in any material respect when made.
 - (3) Any other significant breach of the terms and conditions of this Grant Contract.
B. Remedies upon Default. If RECIPIENT'S default is not cured within a reasonable term, as defined by CITY, or such longer period as CITY may authorize at its sole discretion, CITY may pursue any remedies available under this Grant Contract either at law or in equity. Such remedies include, but are not limited to, termination of this Grant Contract.
6. Termination.
A. CITY reserves the right to terminate this Grant Contract immediately upon notice to the RECIPIENT:
 - (1) if RECIPIENT fails to perform or breaches any of the terms of this Grant Contract; or
 - (2) if the RECIPIENT is unable to commence the Project within _____ () months from the date of this Grant Contract; or
 - (3) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Grant Contract or payments to be made hereunder are prohibited.
B. CITY and RECIPIENT may mutually agree in writing to terminate this Grant Contract.
C. In the event of termination prior to Project completion, CITY will have no further obligations or liabilities under this Grant Contract, including that it will not reimburse any Project costs incurred by Recipient.
7. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, RECIPIENT shall indemnify, defend, and hold harmless CITY and its officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of or relating to the activities of the RECIPIENT or RECIPIENT'S officers, employees, sub-contractors, or agents under this Grant Contract.
8. Miscellaneous.
A. This Grant Contract shall be null and void if this Grant Contract is not executed and

returned to CITY by the RECIPIENT by _____ (Date).

B. CITY and the RECIPIENT are the only parties to this Grant Contract and are the only parties entitled to enforce its terms. Nothing in this Grant Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individuals identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Contract.

C. Except as otherwise expressly provided in this Grant Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to CITY or the Recipient at the address or number set forth on the signature page of this Grant Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine.

D. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between CITY and RECIPIENT that arises from or relates to this Grant Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

E. This Grant Contract and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant Contract. No waiver, consent, modification or change of terms of this Grant Contract shall bind either party unless in writing and signed by both parties and all necessary CITY approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of CITY to enforce any provision of this Grant Contract shall not constitute a waiver by CITY of that provision or any other provision.

This Grant Contract is hereby executed by the Parties on the dates set forth below.

CITY OF NEWBERG

RECIPIENT

By: _____

By: _____

Date: _____

Date: _____

Address: 414 E. First Street
Newberg, OR 97132

Address: _____

By Authority of Resolution No. _____

ATTEST AS TO LEAGL FORM

Truman A. Stone, City Attorney

Exhibit A – Special Conditions of Award
Exhibit B – Project Description
Exhibit C – Approved Project Budget

SAMPLE CONTRACT ONLY