



**TRANSIENT LODGING TAX AD HOC COMMITTEE AGENDA
DECEMBER 5, 2018, 4:00 PM
NEWBERG CITY HALL, 414 E FIRST STREET**

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES – NOVEMBER 7, 2018**
- IV. MINUTES OF THE MARKETING SUBCOMMITTEE – OCTOBER 22, 2018**
- V. PUBLIC COMMENTS**
- VI. VISIT NEWBERG – TOURISM ORGANIZATION – DRAFT AGREEMENT AND BYLAWS**
- VII. STATUS OF DESTINATION DEVELOPMENT-MARKETING GRANTS FY 17/18 (NEWBERG DOWNTOWN WINERIES ASSOCIATION, CHEHALEM CULTURAL CENTER, AND WOLVES & PEOPLE)**
- VIII. TLT MEMBER UPDATES**
- IX. NEXT MEETING – JANUARY 2, 2019**
- XII. ADJOURNMENT**

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the Office Assistant II of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 business hours prior to the meeting. To request these arrangements, please contact the Office Assistant II at (503) 544-7788. For TTY services please dial 711.



TRANSIENT LODGING TAX AD HOC COMMITTEE MEETING MINUTES
November 7, 2018, 4:00 PM
Permit Center Conference Room, Newberg City Hall
414 E First Street

Chair Lewis called the meeting to order at 4:03 p.m.

ROLL CALL

Members Present:	Dennis Lewis, Chair	Sheila Nicholas, Vice Chair
	Jessica Bagley	Ashley Lippard (arrived 4:17)
	Megan Carda	Rob Felton
	Robert Griffin	Brian Love
	Shannon Buckmaster	Kyle M. Lattimer (arrived 4:08)
	Lori Louis	Loni Parrish
	Elise Yarnell-Hollamon	Mayor Andrews, Ex Officio
	Joe Hannan, Ex Officio	

Members Absent:

Staff Present: Doug Rux, Community Development Director

Guests Present: Ted Crawford

APPROVAL OF MINUTES

MOTION: Robert Griffin/Brian Love moved to approve minutes of September 5, 2018 **Motion carried** (11 Yes/ 0 No).

PUBLIC COMMENTS:

None.

TOURISM MARKETING ORGANIZATION

CDD Rux recapped the memorandum in the TLT Committee packet.

Member Carda inquired if the TLT Committee could continue after the new organization is established.

Member Parrish suggested to appoint the new Tourism Marketing Board first and that there is not a lot of legal work to form a non-profit organization.

Member Felton noted it could take several months to establish a non-profit.

Chair Lewis asked who on the Committee would be willing to continue for three more months. There was consensus of the members to continue.



Member Parrish suggested letting the new Tourism Board finalize the bylaws.

Member Felton suggested establishing a subcommittee to work on the draft bylaws for the new organization.

Chait Lewis asked Committee members who would like to work on the draft bylaws.

Member Buckmaster inquired if some of the Committee members would be interested in a position on the new Board and that existing members could assist with the transition.

Chair Lewis inquired if there were any concerns with the McMinnville document as a template for the new bylaws.

Member Card noted that she encouraged using the McMinnville document as a template.

Member Parish inquired if the percent of TLT funds going to the new organizations in the agreement is correct.

CDD Rux indicated he will work with the Finance Director to get the correct percentage and number.

Member Parrish inquired if it had been discussed between the City and Chamber on the Visitor Center.

Member Buckmaster noted the Chamber will continue operating the Visitor Center per the existing contract.

Member Parrish inquired if the Chamber is looking at moving to a new location.

Member Buckmaster noted the Chamber is looking at all options and not just in the downtown area.

Public Records

CDD Rux raised the question about public records applying to the new organization.

Ted Crawford shared that considering the organizations documents as public records ties the hands of the Board and reduces their ability to be nimble.

Member Buckmaster shared that the new organization would be providing an annual report with quarterly updates.

Bylaws

There was a general discussion of drafting bylaws. Members Yarnell-Hollamon, Parrish, Felton and Ted Crawford agreed to be the subcommittee to prepare draft bylaws.

Member Carda noted she would share the Yamhill County Tourism Committee draft bylaws.

Member Parrish noted she would share the Chehalem Cultural Center bylaws.

Annual Report



Ted Crawford noted that the Yamhill County Tourism Committee have language in their draft document on providing reporting.

Member Griffin indicated it seems clear to use the interim Annual Report process outlined in the draft Agreement. He inquired when names would go to the City Council for the Board positions.

Member Parrish shared the Committee should try to get the bylaws, Agreement and names of potential Board members by the end of November.

Open Meetings

Member Buckmaster shared that the Chamber Board meetings are not open to the public.

Chair Lewis indicated he is ok with having Board meetings open to the public.

Ex Officio Hannan noted the City is different because of use of public funds for the tourism organization.

Chair Lewis noted the organization is trying to do marketing and the tax is paid by visitors and not property owners. He would not want to put tight reins on the organization.

Member Felton noted that as a non-profit it will need to have minutes.

Ex Officio Hannan noted only the City has the authority to impose a tax and the Chamber imposes a fee for membership.

Ted Crawford shared that when Dundee built the fire station the contractor did not have to hold public meetings.

Member Griffin inquired if the Committee could get a legal opinion.

Member Parrish inquired if the Committee could say it wants it to be like the Chamber.

Lori Louis noted that it is the law the TLT tax has to be spent on tourism.

Ex Officio Andrews asked how much or often has the TLT Committee fund interference from the public.

Member Parrish noted processing the grants was difficult.

Member Lippard noted the Wolves & People grant application had objectors' base don and use issues.

Member Buckmaster indicated open meetings may be an issue for the bylaws and not the Agreement.

Dundee

Chair Lewis noted the topic is should the organization be a joint effort between Newberg and Dundee.

Member Buckmaster indicated that in October the Newberg City Council did not hear support on including Dundee. She asked would you other communities such as St Paul, Yamhill, Carlton or Sherwood.



Member Parrish noted that she sees it differently because Dundee is close to Newberg.

CDD Rux noted several issues with including Dundee such as the need for the two City Council to meet and discuss, an Intergovernmental Agreement between the two cities, legal counsel review of documents, etc.

Ted Crawford noted his desire for three seats on the Board for a contribution of \$35,000 of TLT funds which is 50% their annual TLT revenue. He talked to the Dundee City Council and they are supportive.

Chair Lewis noted a joint effort would take time to put together.

Ted Crawford noted they could contract with the new tourism organization.

Member Buckmaster if you could have Dundee under contract and have the tourism organization do business as Newberg-Dundee.

Member Felton noted he originally initiated the Newberg-Dundee topic. He believes in moving forward with Visit Newberg and contracting with Dundee.

Ted Crawford indicated one seat on the Board will not be enough to influence the new organization.

Member Parrish recapped the Chehalem Cultural Center Board members.

Ted Crawford noted the bylaws could be and should be crafted for flexibility to include Dundee.

Member Parrish suggested ease and transition.

Chair Lewis noted he did not think there would be a problem in including Dundee in the future.

Ted Crawford indicated it would go a long ways if Dundee could be involved in drafting the bylaws.

Tourism Organization Board

Chair Lewis set the stage for the discussion on organizations/entities and people to be on the new Board of Directors.

Member Card asked if Board members need to live in the city limits.

Chair Lewis noted it is important to pick the correct people.

Member Griffin suggested starting with a base of the existing TLT Committee.

Chair Lewis asked who on the TLT Committee would be interested on being on the new organization Board. This interested were Parrish, Carda, Buckmaster, Louis (or Allison Inn representative), Nicholas, Felton, Griffin, Yarnell-Hollamon, Bagley, Lewis. Those not interested were Lattimer, Lippard, and Love.

Member Parrish asked about other people on the Board such as Christian DeBenedetti (Wolves & People) and Cathy Martin from Dundee (Argyle) who is a marketing person.



Member Lattimer suggested Cliff Anderson.

Member Buckmaster suggested Rebecca Ponzi.

Vice Chair Nicolas suggested Paul Bachand.

Member Griffin suggested an attorney and someone from the faith based community.

Member Buckmaster asked about how you address Chehalem Park & Recreation District, Chehalem Cultural Center and Newberg Downtown Coalition.

Chair Lewis suggested Chehalem Park & Recreation District, Chehalem Cultural Center and Newberg Downtown Coalition as Ex Officio members.

Member Buckmaster suggested Emily Weichold.

Chair Lewis suggested Doug Peterson.

Member Lattimer suggested Andrew Heinschn.

Member Griffin suggested Hub Marduck.

Member Parrish suggested someone with a history perspective.

Member Buckmaster suggested Britta Stewart and Mark Moisan.

Member Felton suggested Jennifer Sitter.

Chair Lewis asked that TLT members have conversations with the people they have identified to see if they are interested. He inquired if here are there talking points all of the TLT members should use.

WAKE UP IN WINE COUNTRY

Member Felton indicated the Travel Oregon grant was not approved. The funds the City Council authorized could not be used for the Willamette Valley Visitor Association grant opportunity. Will have to wait until spring 2019 for the next Travel Oregon grant opportunity.

STATUS OF DESTINATION DEVELOPMENT-MARKETING GRANTS FY 17/18

CDD Rux shared that the Cultural Center grant award is at the Cultural Center for review and working on the dates that they grant will start and end. The Newberg Downtown Wineries Association has a progress report in the packet. He is working on the next grant distribution. Wolves & People grant is on hold and was informed by Yamhill County that the trial will require a Conditional Use application.

STATUS OF SMALL GRANTS FY 17/18

CDD Rux noted the Final Report is included in the packet for the Hoover-Minthorn House Museum Marketing Plan and Exhibit.



TLT MEMBER UPDATES

Member Buckmaster shared that the Camellia Festival is looking for funding. Last year the Chamber provided \$4,000 from their allocation of TLT funds and the festival was awarded \$8,000 by the City Council through the TLT grant program. They were not aware there were no grants available this year. They are asking for \$14,000 for the 2019 festival. The Chamber is not funding out of the \$40,000 they have for marketing in this year's contract with the City as those funds will be going back to the new tourism organization. Have been looking for other grant opportunities.

Vice Chair Nicholas noted that Friday the 13th is Chamber's after hours.

NEXT MEETING

December 5, 2018 4:00 pm

ADJOURNMENT

Meeting adjourned at 5:37 pm

Approved by the Newberg Transient Lodging Tax Ad-Hoc Committee this December 5, 2018.

Dennis Lewis, TLT Ad-Hoc Committee Chair

Doug Rux, Community Development Director



**TRANSIENT LODGING TAX AD HOC COMMITTEE
MARKETING SUBCOMMITTEE
October 22, 2018, 8:30 am
Newberg City Hall, 414 E First Street**

The meeting was called to order by Chair Rob Felton at 8:36 a.m.

ROLL CALL:

Members Present: Rob Felton, Chair Shannon Buckmaster
Shelia Nicholas

Members Absent: Dennis Lewis, Jessica Bagley,

Staff Present: Doug Rux, Community Development Director

Guests:

APPROVAL OF MINUTES

Approval of the minutes of September 17, 2018.

MOTION: Buckmaster/Nicholas moved to approve the September 17, 2018 meeting minutes. The motion carried 3 Yes/ 0 No.

PUBLIC COMMENTS:

None.

VISIT NEWBERG – TOURISM ORGANIZATION

Chair Felton indicated he was unclear what Destination Marketing Organization (DMO) means locally or at State level.

CDD Rux indicated that Travel Oregon has official DMO's designated around the State.

Member Buckmaster noted that there is official and unofficial designations based on research that she has done.

Chair Felton raised the issue about the name Visit Newberg. He noted that in the Oregon Business magazine article it referred to Dundee. Should an organization name be established based on conversations with Dundee?

Member Buckmaster noted that Dundee is not contributing \$2,500.00 to the Chehalem Valley Chamber of Commerce (Chamber) for marketing this year.

Member Nicholas asked if we have time to clarify the name issue.



Member Buckmaster inquired on transient lodging funds for Newberg and if they were just used within the city limits or not and that it is unclear.

CDD Rux explained the past discussion on the name Visit Newberg and discussion by the Transient Lodging Tax Committee and Marketing Subcommittee.

Chair Felton noted that Dundee has about the same dollars as Newberg or possibly 2/3 of the Newberg amount for tourism.

Member Buckmaster shared that the Dundee program contributes on a 70/30 split. The Dundee Wineries Association or other groups and maybe Dundee could contract separately with the tourism organization for marketing services.

CDD Rux recapped the direction that was given by the city Council to establish a tourism organization.

Chair Felton noted that Dundee has more name familiarity than Newberg.

Member Nicholas noted that circumstances change and in the future Newberg can become more familiar.

Chair Felton shared that he thinks the tourism organization will go further if you have Dundee involved. He indicated he would make a phone call and send an email to Ted Crawford.

Member Buckmaster inquired of the Dundee political leadership would have any issues including Dundee.

Chair Felton noted he talked with Megan Carda as she is on both the Dundee and Newberg committees.

Member Nicholas inquired if Dundee has a mayoral election in November.

Chair Felton noted that that Ted Crawford is the Chair of the Dundee transient lodging tax group.

Member Nicholas inquired if the job description is part of the Newberg/Visit Newberg contract.

CDD Rux noted the Newberg Transient Lodging Tax (TLT) Committee developed a draft job description that will be or could be refined by Visit Newberg. He inquired about possible names for members on the Visit Newberg Board of Directors.

WAKE UP IN WINE COUNTRY

Chair Felton shared that Newberg did not receive a Travel Oregon grant.

Member Buckmaster shared that she received a letter that Travel Oregon did not fund Dundee thus the Newberg budget did not balance. She shared that she edited the Dundee application that AJ drafted. She has requested that Dundee provide information why they did not get their grant request funded.

Chair Felton noted it is unclear of the two applications were too large with a total request of \$40,000.00.

Member Buckmaster shared that she is unclear of it was a clerical error.



Chair Felton and Member Nicholas had a discussion on what is public information and not public information as it relates to Travel Oregon grants submittals.

Member Buckmaster noted that we could apply again in May 2019. The new tourism organization could apply. She noted that unspent TLT dollars would go to the new tourism organization.

Chair Felton shared that we have to notify DNA that we did not get the grant. The \$10,000 requested from City Council was to partner with Travel Oregon.

Member Nicholas inquired if we have The Pair's video.

CDD Rux indicated we do have the videos.

Chair Felton shared that Dundee has more discretion in spending funds than Newberg. He noted it was short sighted on the funding request amount to City Council and did not get alternative funding options if the Travel Oregon grant was not approved.

CAMELLIA FESTIVAL:

Member Buckmaster recapped a discussion with the Camellia Festival and that they were not aware there were no grants available for 2019. She recapped there is approximately \$45,000 in the Chamber budget from TLT funds for marketing. The Chamber has only spent \$500 since July 1, 2018. She met with Brian Stewart and Carissa Smith-Burkett. In the past (last year) the Chamber contributed \$4,000 to the festival. Last year the City through the TLT grant program contributed \$8,000. They are asking for \$14,000 (\$4,000 from Chamber and \$10,000 from TLT).

She shared that the Chamber is looking at transferring Taste Dundee to the Dundee Wineries Association. Brews and Barbeque is being canceled. The golf tournament is also canceled.

Member Nicholas inquired how the Camellia Festival was funded in the past before the TLT grants.

Chair Felton noted it is a tough situation as they are working hard to put on the festival.

CDD Rux shared that the local softball group that puts on tournaments inquired about grants.

Member Buckmaster requested that the Camellia Festival issue be added to the TLT agenda. She also shared that in the Destination Marketing Plan shared with City Council in June 2018 that Option 3 was identified for assisting onboarding for the new tourism organization.

Chair Felton noted that this grant topic opens up the issue of the Chamber and outside organizations asking for dollars for festivals and programs.

NEXT MARKETING SUBCOMMITTEE MEETING

November 19, 2018

ADJOURNMENT



Chair Felton adjourned the meeting at 9:50 a.m.

Approved by the Transient Lodging Tax Ad Hoc Committee Marketing Subcommittee this 19th day of November, 2018.

A handwritten signature in blue ink, appearing to be "Rob Felton", written over a horizontal line.

Rob Felton
TLT Ad Hoc Committee
Marketing Subcommittee Chair

A handwritten signature in blue ink, appearing to be "Doug Rux", written over a horizontal line.

Doug Rux, Community Development Director



RESOLUTION No. 2018-3436

A RESOLUTION IDENTIFYING THE CITY COUNCIL INTENT TO ESTABLISH A TOURISM MARKETING ORGANIZATION

RECITALS:

1. The City Council established the Transient Lodging Tax (TLT) Ad Hoc Committee by motion on December 5, 2016.
2. An identified activity of the TLT Ad Hoc Committee is: 7. During the two year period the Ad Hoc committee continues the discussion of an organizational model appropriate for Newberg given the funding available and report their recommendations back to the City Council.
3. An identified activity of the TLT Ad Hoc Committee is: 8. The City discuss with the Chehalem Valley Chamber additional services that could be provided such as FAM's, Marketing and Destination Development. Funding for these services would come out of the Tourism Promotion expense line (*Fund 19*).
4. An identified activity of the TLT Ad Hoc Committee is: 9. Funds be allocated for a consultant to conduct an assessment of existing marketing material and provide recommendations for updating or modifying marketing material.
5. The TLT Ad Hoc Committee and its Marketing Subcommittee have met for 20 months discussing organizational models and marketing approaches that have included participation by the Chehalem Valley Chamber of Commerce.
6. The City Council and TLT Ad Hoc Committee held a joint work session on May 21, 2018 discussing organizational models with the City Council providing guidance for the TLT Ad Hoc Committee to return with an official recommendation.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The intent of the City Council is to establish a Tourism Marketing Organization utilizing Newberg Transient Lodging Tax revenues for promotion of tourism within Newberg and the broader Newberg area.
2. Exhibit "A" Draft Visit Newberg Business Plan with Mission Statement, Marketing Model, Goals and Objectives will be used by the Tourism Marketing Organization as a foundation to create a business plan. It is intended that the City Council and Tourism Marketing Organization Board will further embellish this draft document for clarity purposes.

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3. Exhibit "B" Draft Executive Director Position Description. It is intended that the Tourism Marketing Organization Board will use this document a foundation point and further embellish this draft document for clarity purposes in consultation with the City Council.
4. Exhibit "C" is a draft example of revenue and expenses for the Tourism Marketing Organization in FY 2019/2020. This is only an example for illustrative purposes based on projections on revenue provided by City staff. The City Council and Tourism Marketing Organization Board will further embellish this draft document for clarity purposes.
5. Exhibit "D" is draft projections for revenue and expenditures over a five year period. The City Council and Tourism Marketing Organization Board will further embellish this draft document for clarity purposes.
6. Exhibit "E" is a draft marketing plan as a foundation point for the Tourism Marketing Organization to develop a marketing strategy. It is intended that the Tourism Marketing Organization Board would further embellish this draft document for clarity purposes in consultation with the City Council.
7. The City Council will take the necessary steps, in consultation with staff and the City Attorney, to charter a Tourism Marketing Organization funded with transient lodging tax revenues. This process may require adoption of ordinances, resolutions, bylaws, appointments to the initial Tourism Marketing Organization Board, budget authorization, contracts and other City Council actions to establish a tourism marketing program.
8. The contract between the Chehalem Valley Chamber of Commerce and City of Newberg will be modified to reflect Visitor Center services and not include Destination Marketing services.
9. The Tourism Marketing Organization will initially contract with the Chehalem Valley Chamber of Commerce to house the tourism Executive Director.

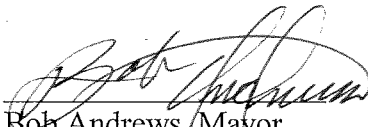
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: August 21, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this 20th day of August, 2018.



Sue Ryan, City Recorder

ATTEST by the Mayor this 23rd day of August, 2018.



Bob Andrews, Mayor

8/1/2018

VISIT NEWBERG TLT BUSINESS PLAN

What is Visit Newberg?

Visit Newberg is a destination marketing organization dedicated to enhancing Newberg's economy by attracting tourists to the region and ensuring they support local businesses during their visit.

Mission Statement

Visit Newberg's mission is to enhance the economic vitality of our community by promoting Newberg as a year-round visitor, convention, and event destination by maximizing collaborative partnerships, efficiently activating transient lodging tax revenue, and implementing effective sales and marketing programs, while cultivating a world-class visitor experience.

Marketing Model

MEDIA RELATIONS – SOCIAL MEDIA – DIGITAL MARKETING – ADVERTISING –
EVENT PROMOTION – BROCHURE DISTRIBUTION – GROUP SALES &
RECRUITMENT

Visit Newberg's marketing strategy is designed to encourage tourism through a comprehensive mix of marketing and media relations programs.

A major focus of the strategy will be the enhancement of the online presence for Newberg, Dundee and the surrounding region. The existing Chamber tourism site will be moved to an independent domain. As a non-membership, publicly funded organization, *Visit Newberg* will offer free listings on its website to tourism stakeholders to ensure transient lodging tax dollars benefit the entire tourism industry. A digital marketing campaign – including search engine optimization, search engine marketing and digital marketing – will drive traffic to this site.

Visit Newberg will bring visitors to Newberg and provide opportunities for local business to convert those visitors to customers.

Initial Goals and Objectives

- City Council adopt an ordinance to establish tourism marketing organization

- City Council appoint a 9-13 member tourism marketing organization board for oversight of the marketing organization
 - Potential board makeup; lodging, hospitality, restaurant, wine industry, CPRD, George Fox, accounting, law, Chamber of Commerce, local merchant, Cultural Center, City of Newberg
- Establish Bylaws of marketing organization
- Market organization board oversees Tourism Executive Director
- Refine the draft job description
- Hire a Tourism Executive Director
- Tourism Executive Director located at Chehalem Valley Chamber of Commerce
- Chehalem Valley Chamber of Commerce continues to operate Visitor Center through June of 2020 per City contract
- Prepare an operating budget of approximately \$280k
 - Director; \$60-\$75k
 - Benefit package \$20k
 - Misc. start up cost \$6k
 - Office space \$0
 - Travel Expenses, Entertainment, etc. \$8k
 - All remaining funds to be spent on marketing
- Establish a tourism website and tourism social media presence
- Refine draft marketing strategy outline
- Build and implement an awareness and branding campaign for Newberg
- Identify other partners i.e., Dundee, Yamhill County
- Research Newberg's market feasibility study for convention, event, and sports opportunities
- Inventory existing convention and tourist venues
- Collaborate with state visitor partners
- Obtain tax exempt status
- Apply for DMO (Destination Marketing Organization) partnership with Travel Oregon

SAMPLE JOB DESCRIPTION

8/1/18 (Revised)

Position Title: Executive Director of Visit Newberg

Supervisors: Visit Newberg Board of Directors

Position: Regular Full-Time. May be required to work weekends and holidays, requires travel

General Statement of Duties:

This position is responsible for identifying industry related tourism markets and related programs. Assist in developing and implementing strategies to increase the awareness of the culture, history, attractions, and special events to enhance the visibility of the City of Newberg and approved partners, resulting in increased tourism and overnight stays.

Examples of duties and responsibilities:

- Prepare an annual budget for Board of Directors and City Council approval
- Create the annual Destination Marketing Plan
- Plan and implement effective and aggressive tourism promotion programs
- Develop strategies for new markets and advertising materials for Newberg and approved partners
- Implement the Destination Marketing Plan
- Facilitate the development of a master brand
- Develop and maintain a website
- Manage online advertising campaigns and social media
- Manage Familiarization Tours (FAMs) with Media and members of the Travel Trade
- Provide reports as required by the Board of Directors and City Council
- Conduct and analyze area tourist surveys
- Develop strong working relationship with key personnel from all lodging, meeting and convention facilities. Maintain a well-informed working knowledge of all lodging attractions and services available in the area
- Coordinate and collaborate with local events and activity organizers to help them promote their events
- Assist in developing and supervise the production of marketing collateral needed to successfully promote tourism
- Write and distribute press releases
- Manage public relations
- Represent interests as appropriate with local, state and federal organizations associated with tourism
- Maintain and oversee the compilation of tourism data and statistical information that may be helpful in designing a marketing strategy
- Attend tourism related workshops, conference and training seminars
- Identify, prepare and submit grant applications related to tourism
- Assist appropriate organizations by directing them to grant application opportunities
- Assist the Board of Directors in obtaining official non-profit status

Education:

Bachelor degree in Marketing or related field, or equivalent experience

Minimum Tourism Skills and Experience Desired:

At least three years of recent progressive tourism experience which includes the following skills and abilities:

- Knowledge of the tourism industry
- Working knowledge of volunteer management
- Strategic planning
- Strong communication and public relations skills
- Editing and writing skills
- Knowledge of Media Relations - public/community/news - accessible and open to all media
- Social media management experience
- Ability to establish and maintain strong working relationships with city staff, the public, and business community and to present ideas effectively, verbally and in writing
- Ability to do community outreach; comfortable giving speeches and presentations
- Possesses a positive self-image; approachable; a team player; respects people; understands the importance of first impressions

Additional Requirements:

- Possess a valid driver's license
- Knowledge of standard office practices and procedures
- Computer skills
- Employee is required to be able to lift and/or move up to 45 pounds

VISIT NEWBERG (8/1/18)

General understandings reached by TLT Ad Hoc Committee:

1. Chehalem Valley Chamber of Commerce continues with City/Chamber contract for Visitor Center services through June 2020.
2. Approximately \$40,000 of the current City/Chamber contract for Destination Marketing activities comes back to the City to be included in the TLT Revenue available for Visit Newberg.
3. A new tourism marketing organization is established by the City Council based on the draft Visit Newberg TLT Business Plan.
4. Visit Newberg will work to obtain non-profit status.
5. The existing TLT grant program will be placed on hold but will honor the award commitments already approved by the City Council.
6. Additional revenue may be provided by the City of Dundee and Yamhill County in the future.
7. A draft job description has been prepared for the Executive Director position.
8. Additional revenue beyond the 65%/35% split in TLT revenue is not set aside for non-marketing purposes.

Estimated Annual Revenue, Personnel, Operational and Destination Marketing Costs (FY 19/20)

REVENUE	Low	High
TLT Revenue ¹	\$328,000	\$353,000
EXPENDITURES		
	Low	High
Personnel		
<i>Executive Director</i>	\$60,000	\$75,000
<i>Benefits²</i>	\$15,000	\$20,000
<i>Startup Costs³</i>	\$6,000	\$8,000
<i>Sub-Total</i>	\$81,000	\$103,000
Chamber Support Services		
<i>CVCC Overhead⁴</i>	\$24,000	\$24,000
<i>CVCC Staffing Support⁵</i>	\$12,000	\$24,000
<i>Sub-Total</i>	\$36,000	\$48,000
Destination Marketing ⁶	\$211,000	\$202,000
Grand Total	\$328,000	\$353,000

¹ Includes \$40,000 from City/Chamber contract for destination marketing services and \$48,000 from adjusted Visitor Center Contract amount, in addition to TLT revenue.

² Benefits can range from 15% to 27%. For purposes of this estimate the low end considered 25% and high end 27%.

³ One time cost.

⁴ Includes hot office space, payroll services, insurance, copier, phone, kitchen, conference room, supplies, etc. Open market is in range of \$2,200 - \$3,000 month, Chamber providing a discount.

⁵ Staffing assumes minimum of \$1,000 month and maximum of \$2,000 depending on level of support needed. \$1,000 month equals 12 hours week at \$20 hour. \$2,000 month equals 24 hours week at \$20 hour for support from Josh, Patty, Karla. Chamber in part subsidizing Year 1 providing coordination, ramp up, connections and collaboration on existing tourism activities. The subsidy also includes time from the Chamber Executive Director in support of the on-boarding and transitioning process.

⁶ Includes destination marketing materials and programs, advertising, consultant services, travel, mileage, entertainment, conferences, FAM tours, SEO activities, conferences, etc.

DRAFT

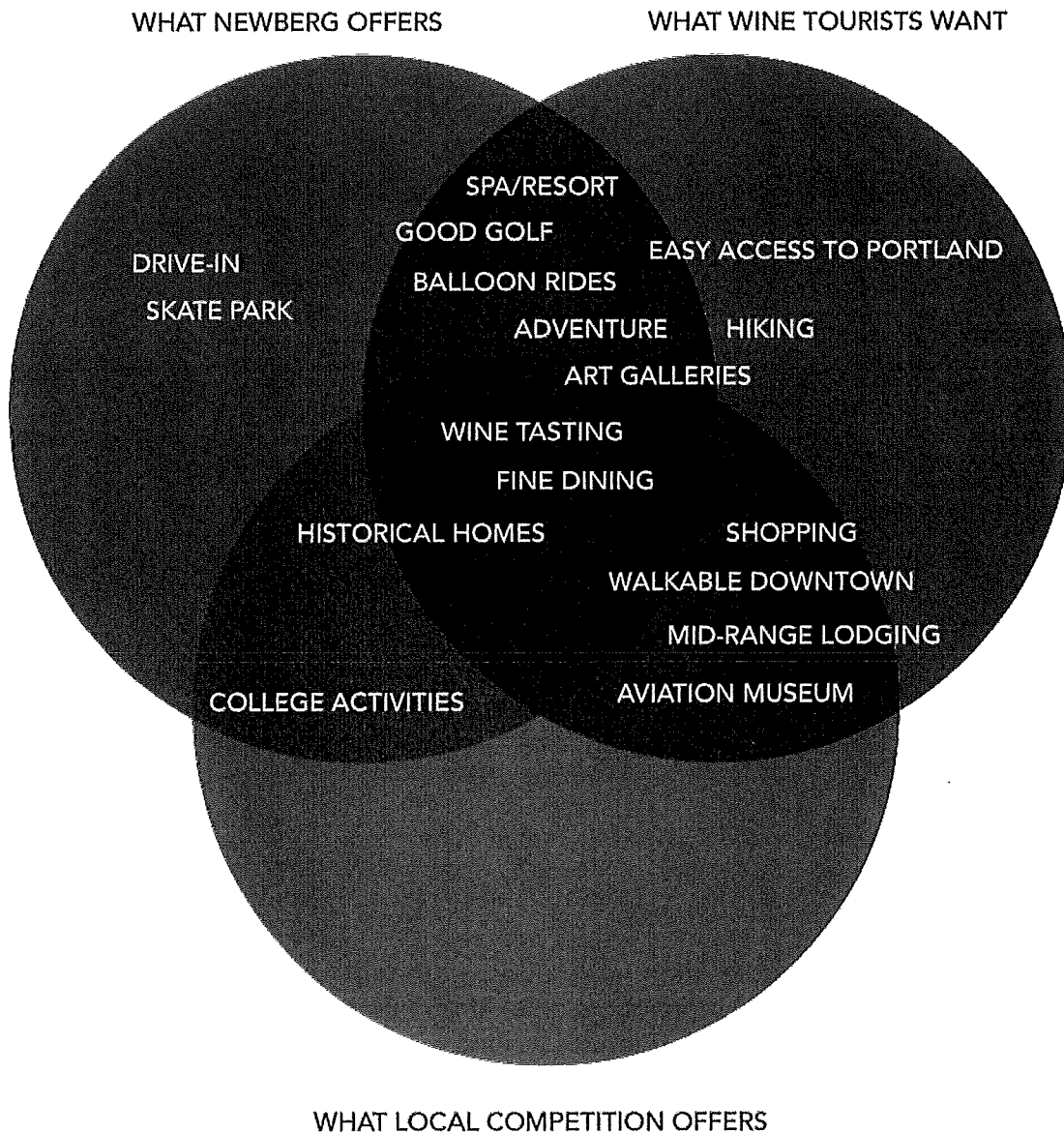
BUDGET TLT MARKETING SUBCOMMITTEE PROPOSAL

Revenue	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
	Budgeted	Budgeted	Budgeted	Projection	Projection	Projection	Projection
Gross Operator Receipts	11,994,410	12,220,625	12,587,244	13,346,848	13,747,264	14,159,682	14,584,472
Beginning Fund Balance	207,113	343,718	498,042	0	0	0	0
Tax Revenue -Restricted for Tourism	355,617	366,399	385,702	400,166	412,171	424,536	437,271
Tax Revenue City Services	665,905	678,465	716,303	740,990	763,220	786,117	809,701
Interest Revenue-Restricted for Tourism	897	897	5,728	2,564	2,564	2,564	2,564
Interest Revenue- City Services	1,667	1,667					
Estimated Additional Funds							
Total	1,235,199	1,391,146	1,605,775	1,143,720	1,177,955	1,213,217	1,249,536
Expenses							
Transfers out General Fund	665,905	680,132	717,324	742,657	764,887	787,784	811,368
Chamber Visitor Center/Destination Marketing Contract	137,548	139,886	145,342				
Chamber Visitor Center Contract				48,000	48,000	48,000	48,000
Tourism Marketing Organization - Visit Newberg				353,063	365,068	377,433	390,168
Unallocated Tourism Activity	431,746	571,128	738,033	812,888			
Consultant							
Staff - Meetings, Travel, Networking							
Tourism Marketing	2,000	4,733	2,000	2,000			
Fundraising (Grant Match)	108,506	10,000	121,773	499,663			
Subtotal	120,506	14,733	133,773	511,663			
Tourist Related Facilities (Large Grant)	313,774	430,622	586,260	300,000			
Small Grant Program (pilot program)	20,000	20,000	20,000				
Total	1,235,199	1,391,146	1,602,699	1,143,720	1,177,955	1,213,217	1,249,536
Ending Balance Restricted for Tourism		0	3,076	0	0	0	0

Assumptions

Proposed Marketing Strategy:
Newberg

Excluding the George Fox audience, the typical Newberg tourist (those from more than 50 miles or overnight guests) comes for wine tasting. One of our primary differentiators from our local competition is our proximity to Portland, where most tourists will be beginning their visits.



BRAND PROMISE

The best place to start your Oregon wine country vacation

TAGLINE

The first destination in Oregon wine country

BRAND ATTRIBUTES

PROXIMITY TO PORTLAND - Willamette Valley's closest wine region to Portland

WINE - Growing international reputation for Pinot Noir, dozens of tasting rooms and wineries

RECREATION - Hot air balloon adventures, golf, 99W Drive In, Willamette river, ropes course, disc golf, skate park, Evergreen Aviation Museum, Farmers Market, Chehalem Cultural Center, George Fox University festivals/events, Champoeg and Dundee trails,

FRIENDLY - Small town community feel

HISTORICAL - Hoover-Minthorn Museum, Champoeg,

CULINARY - JORY, Painted Lady and other acclaimed restaurants

ART - Art Elements, Cultural Center, The Allison, George Fox

MARKETING GOALS

- To increase visitor volume, visitor spending and the economic impact of tourism in Newberg
- Influence the long-term development of Newberg as a destination and its brand
- Increase leisure visitor volume, visitor spending, meeting, tours and group markets to the Newberg area through effective promotion with media and the travel trade
- Promote the importance of business and government investment in tourism

AUDIENCES

Target Audiences

- Wine tasting visitors
- George Fox Audience

Top geographic markets

- Portland
- Seattle
- San Francisco

STRATEGIES

Newberg has less staff and resources than many of our competition. We need to be strategic in the use of our time and budget. The majority of our marketing effort should be spent where we can reach the largest portion of our target audience...online.

ONLINE MARKETING

WEBSITE

- Break out site from CVCC subdomain
- Market the attractions of the broader Newberg-Dundee Region

- Heavy on visuals
- Highlight Newberg accommodations and restaurants
- Feature travel itineraries, new travel partners, visitor testimonials, seasonal specials, family reunion planning information, photos, maps and more

Sample: <http://www.visitcalifornia.com/support-wine-country>

SEO

Target Keywords: Oregon Wine Country, Dundee wine tasting, wine tasting near Portland, Oregon wine tasting, vacations near Portland, vacations in Oregon

SEARCH ENGINE MARKETING (GOOGLE, BING)

Target keywords that are difficult to rank organically for

REMARKETING ADS

Create display ads to remarket to previous visitors to the site

SOCIAL MEDIA

- Create separate Facebook and Instagram channels from CVCC (different audiences need different content)
- Highlight positive media coverage
- Share high-quality local content with emphasis upon engagement metrics over special interest
- Instagram

SOCIAL MEDIA ADVERTISING

- Target Facebook fans of regional wineries
- Target Twitter followers of travel writers

MEDIA RELATIONS

- Could be handled in-house or outsourced to freelancer
- Press trips—Host regional, national and international travel writers and editors on individualized and/or group press trips
- Media leads—Continue to respond to leads, and forward leads to members from Travel Oregon and the Willamette Valley Visitors Association
- Pre-publication editing & fact checking
- Media kit - Develop an electronic media kit that highlights the outstanding tourism assets in Newberg and the surrounding area
- Build a more expansive photo and video library that is available for media requests, ads, and our website.

FAM TOURS

OREGON WINE TRAIL W/ DUNDEE/NEWBERG

- Hire wine writer to create Oregon Wine Trail similar in concept to the Romantic Road in Germany. Trail starts in Newberg/Dundee.
- Create Web site
- Promote via media relations, SEO and advertising

See <https://tualatinvalley.org/forest-grove-wine-trail/>

DOWNTOWN BANNERS

"The first destination in Oregon Wine Country"

PRINT

Evaluate current pieces for cost effectiveness

- Rack piece/brochure
- Newberg city/Yamhill County map
- Monthly event brochure
- Chehalem Valley Field Guide
- Group travel brochure

TOURISM TRAINING

- Create class for front-line employees to educate on tourism assets of Newberg and the surrounding community.

SECONDARY MARKETING PROJECTS

SIGNAGE

Seek funding and permission for decorative road signage for 99W (e.g. similar to Lake Oswego or McMinnville's third street.

RACE TOURISM

Support efforts to market running races (e.g. Wine Country Half Marathon)

NEWBERG HISTORIC WALKING TOUR

Create plaques/markers for a Newberg historic walking tour. The Newberg Downtown Coalition already has the bones of a tour created here.

PROMOTION OF CONFERENCES

Support efforts by Newberg hotels and organizations (Allison, Windrose, A-dec, George Fox) to bring out-of-town groups to town for conferences

NOTE ABOUT GEORGE FOX AUDIENCE

This plan does not address the George Fox audience, which may have more economic impact on the city than the wine tourism audience. The parents of prospective undergraduates often spend the night and eat most meals off campus. When 700 or so of those freshmen chose to enroll at George Fox, they each spend \$5,500+ a year in town on food, rent and other services) and support the university's \$70 million budget - which includes \$45+ million in taxable salaries and benefits. Some - especially the Chinese students - buy cars here. As these students go through 2-6 years of school, they attract even more visitors to Newberg (family weekends, sports and arts events, graduation, etc...) George Fox's Graduate students probably spend even more in Newberg since they often bring family to live here. Enhancing the prospective student visit experience can pay off for everyone.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: Month, Date, Year

Order ___ Ordinance ___ Resolution XX Motion ___ Information ___
No. No. No. No. No.

SUBJECT: A Resolution entering into an agreement with Visit Newberg for tourism marketing and promotion activities

Contact Person (Preparer) for this Motion: Doug Rux, Director
Dept.: Community Development
File No.:

RECOMMENDATION:

EXECUTIVE SUMMARY:

FISCAL IMPACT:

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

DRAFT



RESOLUTION No. 201x-xxxx

**A RESOLUTION ENTERING INTO AN AGREEMENT WITH VISIT
NEWBERG FOR TOURISM MARKETING AND PROMOTION ACTIVITIES**

RECITALS:

1. The City of Newberg established a Transient Lodging Tax in 1976 by Ordinance No. 1976-1835A and as amended by Ordinance No. 1989-2262, 1996-2433, 1997-2476, and 2014-2771.
2. The Transient Lodging Tax Ad Hoc Committee was established on December 5, 2016.
3. After extensive strategic planning the Transient Lodging Tax Ad Hoc Committee recommended to the City Council that the future use of tourism related funds should be the establishment of a destination marketing organization (DMO).
4. The DMO will become a viable non-profit organization as of _____ and will be known as Visit Newberg.
5. The City desires to contract with Visit Newberg to provide both tourism marketing and promotion activities and administrative and management functions.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Entry into the attached agreement (Exhibit A) with Visit Newberg is in the best interest of the City for tourism marketing and promotion activities.
2. The City Manager is authorized to sign the agreement.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: _____, 201x.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 201x.

Sue Ryan, City Recorder

ATTEST by the Mayor this _____ day of _____, 201x.

Bob Andrews, Mayor

AGREEMENT BETWEEN
CITY OF NEWBERG, OREGON
AND
VISIT NEWBERG

FOR TOURISM PROMOTION SERVICES

This Agreement is between the City of Newberg, an Oregon municipal corporation, (City) and Visit Newberg, Inc. (Contractor), an Oregon nonprofit corporation. The City wishes to enter into this Agreement with the Contractor for tourism promotion services for the City. The Contractor is willing to provide the tourism promotion services the City desires. The City will compensate the Contractor with a portion of the Transient Lodging Taxes the City assesses pursuant to Oregon State law and Ordinance No. 1976-1835A and as amended by Ordinance No. 1989-2262, 1996-2433, 1997-2476, and 2014-2771.

1. Definitions:

a. "tourism promotion" means any of the following activities:

- i) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists,
- ii) conducting strategic planning and research necessary to stimulate future tourism development,
- iii) operating tourism promotion agencies, and
- iv) marketing special events and festivals designed to attract tourists (ORS 320.300(7)).

b. "tourism" means economic activity resulting from tourists (ORS 20.300(6)).

c. "tourist" means 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:

- i) requires the person to travel more than 50 miles from the community of residence, or
- ii) includes an overnight stay (ORS 320.300(10)).

d. "tourism promotion agency" includes:

- i) an incorporated non-profit organization or governmental unit that is responsible for the tourism promotion of a destination on a year-round basis,

- ii) a non-profit entity that manages tourism-related economic development plans, programs, and projects, and
- iii) a regional or statewide association that represents entities that rely on tourism-related business for more than 50 percent of their total income (ORS 320.300(8)).

2. Contractor's Services:

In exchange for the payment provided in Section 6, the Contractor will provide the following tourism promotion services to the City:

- a. Tourism promotion activities: The Contractor will provide functions, activities, programs, literature (develop, arrange for printing, and distribute), advertising, staff, supplies, equipment, and support to promote the Newberg area as a destination for tourists and visitors. The Contractor will coordinate its activities, as appropriate, with other organizations such as the Chehalem Valley Chamber of Commerce and the Newberg Downtown Coalition and other visitor promotion entities.
- b. Administrative and management functions: The Contractor will provide day to-day management activities including planning and acquisition of services, equipment, supplies, and facilities to fulfill the Annual Business and Marketing Plan (the Business Plan) for Visit Newberg. The Contractor will be responsible for maintaining capable and competent staff, including management staff. The Contractor's Executive Director or designee will attend any City Council meetings as requested by the City Council to provide updates, information, or other data on Visit Newberg plans and services.

3. First Year of the Agreement:

- a. Once the Agreement is fully executed and before it is funded, the City may make payments on behalf of Visit Newberg for various charges (e.g. insurance premiums, advertising costs for the Executive Director). These payments will be deducted from the funding the City will provide Visit Newberg when the certificates of insurance are approved by the City.
- b. Once the Agreement is fully executed and acceptable certificates of insurance have been provided to the City, the City will provide Visit Newberg with funding in the amount of 35.06% of the Transient Lodging Taxes accrued and unexpended since the inception of the Transient Lodging Tax, minus the City's annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards. the City's monthly administrative charges.
- c. No later than February 15, 2019:

i) The Contractor will establish an initial high-level budget to enable the Contractor's Board to make informed decisions regarding staff, contract vendors, leases, and other issues and

ii) The Contractor will adopt financial policies and procedures.

d. No later than ~~March 31~~June, 2019, the Contractor will hire an Executive Director.

e. No later than ~~February 28~~July, 2019, the Contractor will prepare and submit a Business and Marketing Plan (the Business Plan) to the City Council. The Business Plan will contain a detailed description of the services the Contractor proposes to provide during the remainder of the fiscal year, as well as a proposed budget for the remainder of the fiscal year.

The Plan will identify activities and performance goals. The Contractor will be fully responsible for the implementation of services and programs and the City will not control the day-to-day activities and operations of Visit Newberg and its employees and agents. However, the City may provide general suggestions regarding the funding of various services or programs, which the Contractor will consider in the use of City funds.

The Contractor's proposed 2018-2019 budget will be prepared assuming a total budget for services provided under this Agreement of the amount of accrued and unexpended Transient Lodging Tax collections from previous years paid to Visit Newberg under the provisions of 3.b. above, plus 35.06% ~~_____%~~ of projected Transient Lodging Tax collections for the current year, minus ~~the City's annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards, the City's monthly administrative charges for the current year.~~ The budget will contain a reserve fund in an amount equal to at least three months of total operating expenses.

f. The City Council will consider the Business Plan during a Council meeting in the month of ~~March 2019~~ ~~(no later than July)~~, after which, the Council will determine whether to approve the Plan. If the Council approves the Business Plan, the Council will authorize continued funding for the remainder of the fiscal year. The Contractor will expend funds received from the City under this Agreement only as set out in and authorized by the Business Plan. If the Council does not approve the Business Plan and the parties cannot reach agreement on modification, this Agreement will terminate in the same manner as if the Contractor had defaulted or breached the Agreement, pursuant to Article 13.

g. No later than June 1, 2019, the Contractor will prepare and submit to the City Council a written progress report on the Business Plan, including the budget. The City Council may request that a representative of the Contractor attend a City Council meeting to provide further information and to answer any questions.

4. Annual Business and Marketing Plan:

a. Beginning with the 2019-2020 fiscal year, the Contractor will prepare and submit a Business Plan to the City Council no later than March 1 three weeks before the first Council meeting of May each year. The Business Plan will contain a review of the previous year's performance and a detailed description of the services the Contractor proposes to provide in the next fiscal year, as well as a proposed budget for the next fiscal year. The Business Plan will identify activities and performance goals. Additionally, the Business Plan will contain a detailed explanation of any amendments the Contractor has made to the Contractor's bylaws. The Contractor will be fully responsible for the implementation of services and programs and the City will not control the day-to-day activities and operations of Visit Newberg and its employees and agents. However, the City may provide general suggestions regarding the funding of various services or programs, which the Contractor will consider in the use of City funds.

b. The City Council will consider the Business Plan during a Council meeting in the month of May each year, after which, the Council will determine whether to approve the Plan. If the Council approves the Business Plan, the Council will authorize continued funding of Visit Newberg for the next fiscal year. The Contractor will expend funds received from the City under this Agreement only as set out in and authorized by the Business Plan. If the Council does not approve the Business Plan and the parties cannot reach agreement on modifications, this Agreement will terminate in the same manner as if the Contractor had defaulted or breached the Agreement, pursuant to Article 13.

c. The Contractor's proposed budget will be prepared assuming a total budget for services provided under this Agreement of 35.06% of projected Transient Lodging Tax collections for the current year, minus the City's annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards. the City's monthly administrative charges for the current year.

The Contractor's annual budget will contain a reserve fund in an amount equal to at least three months of total operating expenses as defined by the Contractor's adopted fiscal policies. The reserve fund may be used in the case of actual revenues being less than forecast and in support of activities included in the approved Business Plan. In no case will expenditures exceed actual

funds payable under this Agreement. However, nothing in this section precludes the Contractor using funds secured from sources other than the City in the Contractors' complete and total discretion.

5. Other Reports:

- a. The Contractor will prepare and submit to the City Council three written progress reports each year (in August, November, and February) on the Business Plan, including the budget. These reports will also contain notice of any amendments the Contractor has made to the Contractor's bylaws. The City Council may request that a representative of the Contractor attend a City Council meeting to provide further information and to answer any questions.
- b. If the City's actual collection of Transient Lodging Tax revenues exceeds the amount approved in the Contractor's budget by 20% or more, before the City will provide additional funds to the Contractor, the Contractor will submit a revised Business Plan to the City, describing how the additional funds will be spent on tourism promotion activities.

6. Funding:

The City agrees to compensate the Contractor from Transient Lodging Tax revenues collected by the City. The compensation will be for services provided under this Agreement. The amount paid quarterly (in August, November, February, and May) to the Contractor will be based on 35.06% of the Transient Lodging Tax collected by the City in the preceding quarter minus the City's annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards. This amount is subject to the following:

- a. The provisions of Section 5.b above, and
 - b. Administrative charges by the City.
7. Administrative Costs: The Contractor's administrative and management costs, including but not limited to personnel, rent, financial management services, internal budgeting and accounting, purchasing, insurance, maintenance, supervision, legal services, printing, and any other costs will be at the cost and discretion of the Contractor.
8. Assets: The Contractor is an independent entity and will be responsible for acquiring and maintaining real and personal property related to the provision of services under this Agreement. The Contractor will own all real and personal property acquired by it. On termination of this Agreement, the Contractor will

transfer any intellectual property or promotional materials associated with the provision of services under this Agreement to the City at no cost.

9. Risk of Loss and Insurance: The Contractor bears the risk of loss of all its property (as described in Section 8). The Contractor, at its own expense, will procure and maintain general liability insurance to protect the Contractor from claims that may arise out of or result from the services provided under this Agreement. Prior to funding of this Agreement, the Contractor will provide proof that it has acquired this insurance. The insurance will be in an amount per occurrence at least equal to the City's tort claims liability limits under the Oregon Tort Claims Act with a \$3,000,000 aggregate. The policy will name the City, its officers, agents, and employees as additional insureds.

The Contractor and any of its subcontractors will maintain in full force and effect Worker's Compensation insurance and Employer Liability insurance in compliance with Oregon State law.

The Contractor will be responsible for all deductibles, self-insurance retentions, and self-insurance for the insurance required under this section. The Contractor will notify the City thirty days prior to any material change in the Contractor's insurance, or, if that is not possible, immediately upon the Contractor receiving notice of a change.

10. Annual Review/Audit: The financial books of Visit Newberg will be audited or reviewed annually by an independent certified public accountant. The accountant will make a written report of the review/audit to the Board of Directors which will then submit a copy of the report to the Newberg City Council. The audit or review will be completed as soon as practical after the close of the fiscal year.
11. Records and Accounting: The Contractor will maintain records and accounts that will allow the City to assure that all funds paid for the performance of this Agreement are properly accounted for. Within 72 hours of a written request by the City, the Contractor will make records relating to income and expenditures available for review and audit by the City. The City will have the right during the term of this Agreement, or within 180 days after the expiration or termination of this Agreement, to audit the Contractor's records for the period of three years prior to the audit. The audit may be undertaken by a qualified person or entity selected by the City. The Contractor agrees that it will provide financial records from its accountants to the City every month. These records will include, at minimum, a balance sheet and income and expense reports. The Contractor will maintain these financial records for at least six years after the expiration of this Agreement.
12. Term: This Agreement will be in effect _____, 2019. It will remain in effect for three years unless terminated earlier under the provisions of Section 3.f

(Council fails to approve the Business Plan), Section 4.b (Council fails to approve the Business Plan), Section 13 (default or material breach) or Section 21 (assignment without approval). At the end of the three year term, the Agreement will automatically renew for three one year periods unless either party wishes at any time not to extend the Agreement. If a party wishes not to extend the Agreement, that party will notify the other party that the Agreement will terminate at the end of the current Agreement period. Notification will be in writing and will be delivered no later than January 1 of the year in which the notifying party wishes the Agreement to terminate.

13. **Default and Breach:** Either party may terminate this Agreement in the event of a default or material breach by the other party. The notifying party must provide written notice to the other party specifying how the other party is not in compliance with the terms of this Agreement. The non-complying party will have thirty days after receipt of a notice of non-compliance to cure the issue(s). Should the correction(s) not be made during this thirty day period, this Agreement may be terminated, at the discretion of the notifying party, unless the correction(s) cannot be made within thirty days. If the non-compliance cannot be corrected within thirty days, the non-complying party must, at minimum, begin corrective action within thirty days and proceed with due diligence until the correction is completed. This Agreement may be terminated, at the discretion of the notifying party, if the non-complying party either fails to begin to take corrective action within thirty days or fails or ceases to use due diligence to continue with the corrective action.
14. **Equal Opportunity:** The Contractor agrees that it will not discriminate against any employee or applicant for employment on the basis of race, age, color, sex, religion, ancestry, national origin, sexual orientation, gender identity, genetic information, or disability and will take any affirmative action necessary to ensure that all employees and applicants are treated equally. The Contractor and its employees will not, in the performance of this Agreement, discriminate against any customer, potential customer, patron, or other person on the bases listed above in this section and will provide services to all persons equally.
15. **Contractor Indemnification:** The Contractor will defend, protect, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, injuries, or liability including claims for misapplication of contributions or other funds, state or federal anti-trust violations, personal injury or death, damage to property, liability arising out of the use of materials, concepts, or processes protected by intellectual property rights, and the liens of workmen and material men, regardless how these were caused, if they arose directly or indirectly from the performance of this Agreement by the Contractor, unless caused by the negligence or willful misconduct of the City. The Contractor is not an officer, employee, or agent of the City under ORS 30.285 or 30.287.

- 16. Licenses and Taxes: The Contractor will be responsible for the acquisition and maintenance of all licenses and permits to carry on the Contractor's business.
- 17. Independent Contractor: The Contractor is an independent contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved. Conduct and control of the work will be the responsibility of the Contractor. The Contractor will not be considered an agent or employee of the City for any purpose, and the employees of the Contractor are neither employees of the City nor are they entitled to any of the benefits that the City provides for its employees.
- 18. No Third Party Beneficiaries: The City and the Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless the third persons are identified by name in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.
- 19. Authority: As specified in Section 17, the Contractor is an independent contractor in the performance of this Agreement. The Contractor will comply with all laws regarding unemployment insurance, disability insurance, and worker's compensation. The Contractor will have no authorization, express or implied, to bind the City to any agreement, settlement, liability, or understanding, and agrees not to perform any acts as an agent of the City.
- 20. Notice: Any notice or notices provided for in this Agreement or by law which must be given or served on either party will be given or served by personal service, certified mail (return receipt requested, postage prepaid), or by e-mail or facsimile followed by certified mailing of the original, in a pre-addressed, stamped envelope, addressed to:

City of Newberg
 Joe Hannan
 City Manager

Visit Newberg

Board
~~Chair~~ Executive Director

PO Box 970
 Newberg, OR 97132

- 21. Assignment: Neither party may assign, subcontract, or otherwise transfer any rights and responsibilities under this Agreement except upon the written consent of the other party. If any assignment is made, both the assigning

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party and the assignee will be bound by the terms of this Agreement. The City may terminate the Agreement if transferred or assigned without the prior written consent of the City.

- 22. Amendments: This Agreement may be amended only by written agreement signed by both parties.
- 23. Laws of Oregon: This Agreement will be governed by the laws of the State of Oregon, both as to the interpretation and performance, and the venue will be Yamhill County.
- 24. Waiver: The City's failure to enforce a provision of this Agreement will not constitute a continuing waiver, will not constitute a relinquishment of the City's right to performance in the future, and will not operate as a waiver of the City's right to enforce any other provision of this Agreement.
- 25. Merger: This Agreement constitutes the entire agreement between the parties.

There are no understandings, agreements, or representations regarding this Agreement, whether oral or written, that are not specified in this Agreement.

This contract is entered into by the City of Newberg and the initial Board of Directors of Visit Newberg, Inc., effective _____, 2019.

CITY OF NEWBERG

VISIT NEWBERG, INC.

Joe Hannan, City Manager

XXXXX, Chair

XXX, Vice Chair

XXX, Treasurer-Secretary

XXXX, Director

XXXX, Director

XXXX, Director

XXXX, Director

XXXX, Director

XXXX, Director

XXXX, Director (City Councilor)

XXXXX, Director (City staff)

DRAFT

**BYLAWS
VISIT NEWBERG**

Article 1. Name

Section 1. Name. This organization is incorporated under the state laws of Oregon as a 501(c)(6) non-membership organization and is known as Visit Newberg (hereinafter VN).

**Article II.
Purpose**

Section 1. Purpose and Role. VN is an economic and tourism development organization with a primary function of creating an effective mix of marketing, sales, and service programs designed to produce a positive economic impact on visitor spending in the Newberg area. Developing and implementing these programs results in an enhancement of the areas City's livability and economic viability by, among other things, providing increased employment and economic opportunity. VN promotes the entire area City and works in partnership with all sectors of the visitor industry. VN practices the highest principles of civic citizenship and follows good business practices and policies.

**Article III.
Contract**

Section 1. Contract. The City of Newberg (City) contemplates entering into a sole source procurement contract with VN based on VN's status as the sole non-profit provider of the programs enumerated above through the use of the City's transient lodging tax income. The initial contract term is three years; however, VN will provide an annual review of the past year as well as an annual business plan for the upcoming year, and the contract may be terminated early if the City does not approve the review or business plan. The initial three year term of the contract will automatically renew for three one year periods unless either party wishes at any time not to extend the contract. If a party wishes not to extend the contract, that party will notify the other party that the contract will terminate at the end of the current contract period. Notification will be in writing and will be delivered no later than January 1 of the year in which the notifying party wishes the contract to terminate. Should VN's sole source status cease, the City will award subsequent contracts on the basis of the requirements of the public contracting law for non-sole source contracts.

Article IV. Board of Directors

Section 1. General Powers and Responsibilities. The governance of VN is vested in a Board of Directors as further provided in these bylaws. The Board of Directors (also referred to as the Board) sets policy, establishes strategic direction, and fulfills legal and fiduciary responsibilities to VN. Members of the Board of Directors (also referred to as Directors, Board members, and members) serve without compensation but they may be reimbursed for expenses related to Board services. Voting members of the initial Board of Directors have been ~~recommended~~ appointed by the Newberg City Council by a majority vote.

Section 2. Number and Terms of Directors. The Board of Directors consists of no fewer than seven and no more than nine voting members, including the Chair, Vice-Chair, Treasurer-Secretary, and ~~four~~ two members at large. The Board also includes ~~two~~ three non-voting members: the Executive Director, and one City Councilor, ~~and one City staff member.~~ The Board may identify Ex Officio members.

In order to stagger the terms of the Directors, approximately one third of the initial voting members of the Board of Directors will serve three year terms (a full term), approximately one third will serve two year terms, and approximately one third will serve one year terms. Subsequently, voting members of the Board will be elected to serve three year terms. Voting Board members will serve no more than three consecutive full terms. Voting Board members who have served three full terms may be ~~re-elected~~ reappointed to the Board after a hiatus of one year.

If the City Councilor position is to be filled, it will be filled by appointment by the Mayor upon approval of a majority of the City Council. ~~If the City staff member position is to be filled, it will be filled by appointment by the City Manager. Both the City Councilor and City staff member positions serve annual terms and serve until notice of replacement.~~

Section 3. Selection of Directors. All Director positions to be filled after the ~~appointment~~ election of the initial Board of Directors and will be filled pursuant to this Section.

3.1 Voting Directors: No later than January of each year, the Board Chair will appoint a Board member to serve as the Nominating Committee Chair. The Board Chair will also appoint one other Board member to serve on the

Nominating Committee, along with the Executive Director. Both appointments must be approved by a majority vote of the Board of Directors. The Nominating Committee will conduct interviews with candidates who are willing to accept voting Directorship responsibilities for upcoming vacancies on the Board. No later than March, the Nominating Committee will present a slate of candidates to the Board for approval through a majority vote of the Board.

~~3.2 City Councilor and City staff member positions: These positions will be filled as specified in Article IV, Section 2, above.~~

Section 4. Qualifications of Directors. Board members will be selected based on their willingness and availability to serve and the experience, knowledge, and energy they can bring to the Board. There is no residency requirement nor is there a requirement that any Director be connected with a company, business, or organization located in ~~the area either Newberg or the 97140 zip code.~~

~~The Board consists of a) two members at large, who may be, but do not need to be, tourism industry representatives, b) one City Councilor, c) one City staff person, d) the Executive Director, and e) five to seven tourism industry representatives. The tourism industry representatives need not be representatives of any specific tourism industries. At no time will a majority of the tourism industry representatives represent any one tourism industry (e.g. wine, food, or lodging). No more than one Director representing any given company, business, or organization will be allowed to serve at one time.~~

Section 5. Vacancies. If vacancies reduce the number of voting Directors to less than seven, and if more than sixty days remain in the term of the Director or Directors whose leaving has/have caused the number of voting Directors to fall below seven, the Chair will propose one candidate for each voting Director position which is to be filled and the Board will vote on that/those candidate(s). The election of the candidate(s) will be by a majority vote of the Board.

In all other cases, VN is not required to fill voting Director positions which are vacated mid-term. However, if such a voting Director position becomes vacant mid-term, the Chair will, within sixty days of the vacation, make a recommendation to the Board as to whether to fill the position. If the recommendation is to fill the position, the Chair will propose a candidate to complete the term. The election of the candidate will be by a majority vote of the Board.

A voting Director elected to fill a vacancy under this section will serve until the expiration of the term of the position to which the Director was elected.

A City Councilor ~~or City staff person~~ may be appointed to fill a vacancy in a City Councilor ~~or City staff person~~ position as specified in Article IV, Section 2. The appointee will serve until the expiration of the term of the position to which the City Councilor ~~or City staff person~~ was appointed.

Section 6. Removal or Resignation of Directors. If any Director misses more than two meetings in a row or more than three meetings during the fiscal year, the Director's resignation will be deemed to have been tendered and accepted. The other Directors, by majority vote, may make an exception for good cause shown.

Any Director may be removed by a majority vote of the Board of Directors for failure to fulfill the duties required of Directors, or intentional acts or omissions which a prudent person could reasonably have foreseen would damage the reputation or interests of VN. Removal will be based on a finding of the Board that the best interests of VN will be served by this action. ~~The City Councilor may be removed at any time by the Mayor with approval of a majority of the City Council. The City staff person may be removed at any time by the City Manager.~~

Any Director may resign at any time by providing thirty days written notice to the Executive Director or the Chair.

In all cases of removal or resignation under this section, vacancies will be filled or left vacant under the specifications of Article IV, Section 5.

Section 7. Meetings. The Board of Directors meets no less than once every quarter, at a time and location determined by the Chair. All meetings will be held in accordance with State and Federal laws for 501(c)(6) organizations ~~Oregon Public Meetings and Records Law~~. The Chair or Executive Director may cancel or reschedule meetings. The Chair or Executive Director may call special meetings of the Board of Directors at any time.

Regularly scheduled Board meetings may be held without separate notice if the location, date, and time are fixed by resolution or all Directors were originally notified of the schedule. Special meetings of the Board and any regular meetings of the Board which are not pre-scheduled as specified above must be noticed to each Director no less than two days and no more than thirty days in advance of the meeting.

Decisions of a routine nature may be made by the Chair and Executive Director. These decisions, if outside the governance policies established by the Board, must be ratified

by majority vote at the next regularly scheduled Board meeting.

Section 8. Quorum. A quorum consists of a simple majority of the voting Board members in good standing immediately before the meeting begins. A quorum must be present at Board of Directors' meetings in order for the Board to take action. A majority vote consists of a simple majority of the quorum of voting Board members in attendance at any given meeting.

Section 9. Voting. With the exception of the Executive Director, and the City Councilor, ~~and the City staff member,~~ each member of the Board of Directors has one vote. Proxy voting is not allowed, either at a meeting of the Board of Directors or in any other way connected with the Board reaching a decision. Directors unable to attend a meeting of the Board may send a letter, e-mail, or other written communication to the Board stating his/her opinion or position on any matter before the Board. A copy of the communication will be distributed to each Board member present, and, if the absent Board member so requests, the communication will be read aloud at the meeting during the discussion of the issue. Any Board member may attend a meeting via telephone, conference call, or video conferencing provided that the attendance allows all participants to speak and to be heard by all other participants. ~~, subject to the Oregon Public Meetings Law.~~

Voting will be allowed if attending a meeting in person, or by means of telephone or video conference that meets the above rule. Additionally, the Board may vote on matters by electronic means, including, but not limited to email or other software or applications that allows for distribution to all of the Board Members simultaneously and will be capable of being maintained as a permanent record of the decision.

Section 10. Conflicts of Interest. When a Board member has an actual or potential conflict of interest in a transaction with VN, the material facts of the transaction and the Board member's interest will be disclosed to the Board of Directors at each meeting prior to any vote taking place. The conflict will be recorded in the minutes of the meeting. ~~Conflicts of interest are regulated by ORS Chapter 244.~~ The existence of an actual conflict of interest disqualifies a Board member from participating in both the discussion and the vote on the issue. A Board member with a potential conflict of interest may participate in the discussion and vote on the matter after declaring the conflict as discussed above. Each Board member will sign a conflict of interest statement annually.

Section 11. Officers, Duties. There are three officers of the Board: Chair, Vice-Chair, and Treasurer ~~Secretary~~. All officers must be voting members of the Board of

Directors.

11.1 Chair: The Chair presides at meetings of the Board of Directors, assures that the Board of Directors is advised on all significant matters of business, and provides guidance in the development of overall VN long-term objectives. The Chair may also perform other duties as prescribed by the Board of Directors.

Although the Chair may vote on any issue before the Board, s/he may remain neutral on issues before the Board unless his/her vote is needed to break a tie.

The Chair and the Executive Director serve as the official spokespersons for VN. The roles of Executive Director and Chair are complementary, with the Executive Director seeing to the operation of VN and the achievement of the desired results, and with the Chair seeing to the health of the Board and the achievement of Board responsibilities.

The Chair and the Executive Director may sign deeds, mortgages, bonds, contracts, or other instruments, which the Board of Directors has authorized to be executed. A minimum of two signatures is necessary for such legal documents, except in cases where the signing is expressly delegated to some other agent by the Board of Directors or statute.

The Chair, along with the Vice-Chair and the Treasurer-~~Secretary~~, conducts an annual performance evaluation of the Executive Director and provides a written report of the review, along with a recommendation for any action, to the Board of Directors. Insofar as possible, reviews will be confidential.

11.2 Vice-Chair: The Vice-Chair serves as the first assistant to the Chair, performing the duties of the Chair in the Chair's absence. The Vice-Chair succeeds the Chair in the event of a mid-term vacancy in the position of Chair.

11.3 Treasurer-~~Secretary~~: The Treasurer-~~Secretary~~ oversees financial reports, which describe the financial condition of VN and serves as liaison between the contracted financial management services provider and the Board. The Treasurer-~~Secretary~~ succeeds as Vice-Chair in the event the Vice-Chair position becomes vacant mid-term and s/he succeeds as Chair in the event that both the Chair and Vice-Chair positions become vacant mid-term.

~~11.4 Secretary: The duties ordinarily performed by a Corporate Secretary are performed by the Executive Director and his/her staff.~~

Section 12. Election of Officers. The current voting Directors nominate voting Directors for the positions of Chair, Vice-Chair, and Treasurer-~~Secretary~~ at the first meeting of each calendar year. The election of each officer is by a majority vote of the Directors. The election of the officers is conducted either at the first meeting of the calendar year or as soon as possible thereafter. Officers' terms are one calendar year, but officers remain in their offices until a new election has been held. Officers may be re-elected to the same position for subsequent years, as long as the officer is a member in good standing of the Board of Directors. If an officer position becomes vacant during a term, the rules of succession in Section 11 above apply. To fill any vacancy after applying the rules of succession, the Board of Directors nominates a member to serve out the term of that position. This interim officer must be approved by a majority vote of the Directors.

Article V. Executive Director

Section 1. Executive Director. The Board employs an Executive Director who is charged with the general supervision and management of the office and business affairs of VN. The Executive Director reports directly to the Board. The Board sets the Executive Director's salary. The Executive Director is charged with proposing to the Board and, upon approval by the Board, implementing an annual marketing plan and budget. The Executive Director has the authority for supervision of all employees, including all personnel actions and employee compensation within the annual budget as approved by the Board. The Executive Director serves as the Corporate Secretary, keeps all necessary records, and in general manages the affairs of VN to promote the objectives for which it was organized. In the absence of the Executive Director, all duties will be performed by a member of the staff appointed for that purpose. The Executive Director is a non-voting member of the Board of Directors, is a member of all Board committees, and carries out other duties as assigned by the Board, its officers, and committees. The Executive Director executes (with the Chair) and oversees all contracts, mortgages, deeds, bonds, or other instruments in accordance with action plans and expenditures budgeted and approved by the Board of Directors.

The Executive Director and the Chair of the Board are the official spokespersons for VN. The roles of Executive Director and Chair are complementary, with the Executive Director seeing to the operation of VN and the achievement of the desired results, and with the Chair seeing to the health of the Board and the achievement of Board responsibilities.

The Executive Director is accountable to the full Board, not to individual Board members or committees. This does not prevent full interaction between the Executive Director and Board members and committees. The actions of the Executive Director must be in harmony with the wishes of the Board as a whole. A dispute between a Board member

or a committee and the Executive Director will be arbitrated by the full Board and, where necessary, a majority Board vote will determine the outcome.

Article VI. Finances

Section 1. Fiscal Year. The fiscal year of VN commences on the first day of July and ends on the last day of June each year.

Section 2. Special Fund. No organized effort to raise funds for VN will be undertaken unless authorized by the Board.

Section 3. Annual Budget. The Executive Director prepares and submits an annual budget for the coming fiscal year to the Board of Directors for review no later than ~~February 1~~ ~~May 4~~ each year. The Board of Directors adopts a final budget by majority vote no later than ~~February 28~~ ~~June 30~~ each year.

Section 4. Disbursements. All disbursements must adhere to the financial policies and procedures approved by the Board of Directors by majority vote. No obligations or expenses will be incurred and no monies will be appropriated for unbudgeted items without prior approval of the Board of Directors by majority vote. Upon approval of the annual operating budget, the Executive Director is authorized to make disbursements on accounts and expenses provided for in the budget without additional approval of the Board of Directors. All disbursements except petty cash will be made by check or electronic funds transfer.

Section 5. Annual Review/Audit. The financial books of VN will be audited or reviewed annually by an independent certified public accountant. The accountant will make a written report of the review/audit to the Board of Directors which will then submit a copy of the report to the Newberg City Council. The audit or review will be completed as soon as practical after the close of the fiscal year.

Article VII. Amendments

Section 1. Amendments. All proposed amendments or changes to these bylaws will be made by the Board of Directors and will be approved by a ~~seventy-five percent~~ ~~(75%)~~ majority vote of the voting Directors in good standing who are then in office. Prior to the adoption of the amendment, each Director will be given at least forty eight hours' notice of the date, time, and place of the meeting at which the proposed amendment is to be considered.

The notice will state that the purpose or one of the purposes of the meeting is to consider a proposed amendment to the bylaws and it will contain a copy of the

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proposed amendment.

**Article VIII.
Indemnification**

Section 1. Indemnification. VN will indemnify any person who was or is a party, or is threatened with being made a party, to any threatened or pending action or suit by reason of the fact that s/he is or was a director, officer, employee, or agent of VN, for expenses (including attorney's fees) actually and reasonably incurred by him/her in connection with the defense or settlement of the action or suit, provided s/he acted in good faith and in a manner s/he reasonably believed to be in, or at least not opposed to, the best interests of VN. No indemnification will be given to any person who has been adjudged to be liable for negligence or misconduct in the performance of his/her duty to VN unless and only to the extent that the court in which the action or suit was brought determines that, despite the adjudication of liability, and in view of all circumstance of the case, the person is fairly and reasonably entitled to indemnity for expenses which the court deems proper.

Section 2. Insurance. VN will, at all times, carry all appropriate directors and officers and liability insurance.

Proposed Article IX. ~~Purpose~~ Dissolution Clause

~~Visit Newberg is a destination marketing organization working exclusively for the Economic Development of the City of Newberg.~~

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

These bylaws are approved this _____ day of _____, 2019, by the initial Board of Directors of Visit Newberg.

_____, TreasurerChair _____, Director

_____, Vice Chair _____, Director

_____, Treasurer Secretary _____, Director

_____, Director _____, Director (City Councilor)

_____, Director _____, Director (City staff)

_____, Director

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REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: December 17, 2018

Order ___ Ordinance ___ Resolution ___ Motion ___ Information ___
No. No. No. No. No.

SUBJECT: A Resolution recommending members to the initial Board of Directors of Visit Newberg

**Contact Person (Preparer) for this Motion: Doug Rux, Director
Dept.: Community Development
File No.:**

RECOMMENDATION:

EXECUTIVE SUMMARY:

FISCAL IMPACT:

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

DRAFT



RESOLUTION No. 201x-xxxx

A RESOLUTION RECOMMENDING MEMBERS TO THE INITIAL BOARD OF DIRECTORS OF VISIT NEWBERG

RECITALS:

1. The City of Newberg adopted a Transient Lodging Tax by Ordinance No. 1976-1835A and as amended by Ordinance No. 1989-2262, 1996-2433, 1997-2476, and 2014-2771. Pursuant to State law 35.06% of revenue from the tax must be dedicated to tourism promotion or tourism related facilities.
2. The City is in the process of establishing a Destination Marketing Organization, which will be charged with creating an effective mix of marketing, sales, and service programs designed to produce positive economic impact on visitor spending in Newberg. This non-profit organization will be known as Visit Newberg. Visit Newberg will be incorporated effective _____, 2019. The City will contract with Visit Newberg for tourism promotion services.
3. In order to create the initial Board of Directors, the City Council will, by this Resolution, recommend the voting members of the initial Board and approve the Mayor's appointment of the City Council member of the Board.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council recommends the following volunteers to the initial Board of Directors of Visit Newberg:
 - a. Dennis Lewis
 - b. Shelia Nicholas
 - c. Rob Felton
 - d. Loni Parrish
 - e. Megan Carda
 - f. Robert Griffin
 - g. Shannon Buckmaster
 - h. Lori Louis
 - i. Jessica Bagley
 - j. Christian DeBenedetti
 - k. Cathy Martin
 - l. Cliff Anderson
 - m. Rebecca Ponzi
 - n. Paul Bachand
 - o. Emily Weichold
 - p. Doug Peterson
 - q. Andrew Heinschn

- r. Hub Marduck
- s. Britta Stewart
- t. Mark Moisan
- u. Jennifer Sitter

2. The Mayor appoints and the City Council approves the appointment of Councilor Elise Yarnell-Hollamon to be the City Council Board member.
3. As the bylaws for Visit Newberg will require that the Director's terms be staggered (approximately one third of the initial voting members of the Board of Directors will serve three year terms, approximately one third will serve two year terms, and approximately one third will serve one year terms) the City Council charges the Directors, at the first meeting of the Board in _____, 2019, to establish the term for each Director.
4. This Resolution and the recommended appointments will take effect _____, 2019 and shall continue in full force and effect until revoked or replaced.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: December 18, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this 17th day of December, 2018.

Sue Ryan, City Recorder

ATTEST by the Mayor this 20th day of December, 2018.

Bob Andrews, Mayor