I. CALL MEETING TO ORDER

II. ROLL CALL

III. APPROVAL OF SEPTEMBER 17, 2018 MINUTES

IV. PUBLIC COMMENT

V. VISIT NEWBERG – TOURISM ORGANIZATION

VI. WAKE UP IN WINE COUNTRY

VII. NEXT MARKETING SUBCOMMITTEE MEETING – NOVEMBER 19, 2018

VIII. 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.
The meeting was called to order by Chair Rob Felton at 8:31 a.m.

ROLL CALL:

Members Present: Rob Felton, Chair
                Shelia Nicholas
                Shannon Buckmaster

Members Absent: Jessica Bagley, Ashley Lippard

Staff Present: Doug Rux, Community Development Director

Guests:

APPROVAL OF MINUTES

Approval of the minutes of July 16, 2018.

MOTION: Nicholas/Lewis moved to approve the August 20, 2018 meeting minutes. The motion carried 4 Yes/0 No.

PUBLIC COMMENTS:

None.

TOURISM MARKETING TOPICS 2018

CDD Rux inquired if there are any other marketing activities to undertake.

Member Buckmaster noted she had spoken with Jeff Knapp on his experience of organizational transition and he suggested not to get into a project that would overlap with a new tourism organization.

Chair Felton indicated Megan Carda had an idea of discounts on lodging with reimbursement from TLT funds to the lodging establishments as a way to attract visitors and overnight stays.

Member Buckmaster shared that the Rain or Shine program last year had discounts and it was not a good deal for restaurants.

Member Lewis noted that lodging establishments would have to have skin in the game. 35% of the 9% in TLT tax and we pay for promotion and advertising then we are operating in the hole.
Chair Felton shared that the TLT Committee is volunteer and it was short sighted on the ask to City Council for only $10,000 for the Wake Up in Wine Country promotion and should have asked for two to three times the amount. The program scope has increased and is costing more.

Member Nicholas asked if it is time to clean up the backyard and make cool signs.

Member Lewis noted that the Newberg Downtown Coalition is working on signage program downtown.

CDD Rux indicated there are three sign issues. 1. Highway 99W Downtown signs, 2. Cultural Center grant for art an signage downtown. 3. Visitor Center signage.

Member Buckmaster noted the Parkway Committee meeting on Thursday at 7:30 a.m. on Downtown signage.

CDD Rux shared the County Tourism Committee is planning on a survey and is unsure if they need any financial assistance.

Member Buckmaster noted Jeff Knapp is trying to bridge different groups.

Chair Felton stated he would love to see more data.

Member Buckmaster questioned if a second ask for more marketing funds for Wake Up in Wine Country is possible.

Member Lewis asked if we are coordinating with Dundee on the Wake Up In Wine Country promotion.

Chair Felton Travel Oregon and Dundee are covering creative costs. Newberg doing the marketing. PDX video displays at baggage claim. Cost is $3,500 for four weeks. Made the ask before having DNA costs. Two video – summer and rain seasons.

CDD summarized he is hearing to focus on Wake Up in Wine Country.

Chair Felton noted Travel Oregon said a few weeks to hear on the grant request. Several weeks have passed. The intent is to look at filming the mid to end of October.

**WAKE UP IN WINE COUNTRY**

Chair Felton shared the grant was submitted two weeks ago.

Member Lewis recapped that Dundee asking for $20,000 and Newberg asking for $20,000.

Chair Felton noted we could go back to City Council to ask for additional funds. The promotion will also need a website.

Member Lewis asked about using the Dundee website as it may be a better approach in the short term.

Chair Felton noted the Oregon Business article was unclear on partnership with Dundee and he did not know if Ted Crawford actually made those comments. He asked if the Chamber had any marketing dollars.
Member Buckmaster indicated they have $39,000. Dollars are allocated for existing programs through December 31, 2018 such as events, search engine optimization and domain accounts.

NEXT MARKETING SUBCOMMITTEE MEETING

October 22, 2018

ADJOURNMENT

Chair Felton adjourned the meeting at 9:04 a.m.

Approved by the Transient Lodging Tax Ad Hoc Committee Marketing Subcommittee this 22nd day of October, 2018.

__________________________________________  ________________________________
Rob Felton                                                   Doug Rux, Community Development Director
TLT Ad Hoc Committee                                           
Marketing Subcommittee Chair
REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: Month, Date, Year

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SUBJECT: 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):
RESOLUTION NO. 201x-xxxx

A RESOLUTION

RECITALS:

1. The City of Newberg established a Transient Lodging Tax on ______ (Ordinance No. ____).
2. Ordinance No. _____
3. The Transient Lodging Tax Ad Hoc Committee was established on ______
4. 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).
5. The DMO will become a viable non-profit organization as of ______ and will be known as Visit Newberg.
6. The City desires to contract with Visit Newberg to provide both tourism promotion activities and administrative and management functions.
7. 

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Entry into the attached contract with Visit Newberg is in the best interest of the City.
2. The City Manager is authorized to sign the contract.

➢ 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. ____.

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 McMinnville 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 ____% of the Transient Lodging Taxes accrued and
   unexpended since the inception of the Transient Lodging Tax, minus the City’s
   monthly administrative charges.

c. No later than __________, 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 _______, 2019, the Contractor will hire an Executive Director.

e. No later than ______, 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 _____% of projected Transient Lodging Tax collections for the current year, minus 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 _______, 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 ______, 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 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 _____% of projected Transient Lodging Tax collections for the current year, minus 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 _____% of the Transient Lodging Tax collected by the City in the preceding quarter. 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 McMinnville 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 antitrust 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
PO Box 970
Newberg, OR 97132

Visit Newberg
Executive Director

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 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.

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REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: Month, Date, Year

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SUBJECT: A Resolution appointing 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):
A RESOLUTION APPOINTING MEMBERS TO THE INITIAL BOARD OF DIRECTORS OF VISIT NEWBERG

RECITALS:

1. The City of Newberg adopted a Transient Lodging Tax on __________. Pursuant to State law _____ % 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, appoint 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 appoints the following volunteers to the initial Board of Directors of Visit Newberg:
   a. 
   b. 
   c. 
   d. 
   e. 
   f. 
   g. (member at large)
   h. (member at large)

2. The Mayor appoints and the City Council approves the appointment of Councilor _______ 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 these 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: _______, 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