CITY OF ROSEBURG
ECONOMIC DEVELOPMENT COMMISSION
March 6, 2019
City Hall Third Floor Conference Room, 3:00 p.m.

NOTE: It is up to each of you as Commissioners and Staff to let staff know before the day of the meeting if you will not be able to attend. Thank you.

AGENDA

I. CALL TO ORDER

II. ROLL CALL:
   Tom Ryan, Chair
   Mickey Beach
   Gary Leif
   Paul Zegers
   Tim Allen
   Angela Brown
   Misty Ross
   Don Baglien
   Hannah Duncan
   Michael Widmer

III. APPROVAL OF MINUTES
   A. January 8, 2019 – Economic Development Commission

IV. AUDIENCE PARTICIPATION: At this time, anyone wishing to address the Commission concerning items of interest not included in the agenda may do so. The person addressing the Commission shall, when recognized, give his/her name and address for the record. All remarks shall be directed to the whole Commission. The Commission reserves the right to delay any action, if required, until such time when they are fully informed on the matter.

V. DISCUSSION ITEMS:
   A. Electric Vehicles/Charging Station – Funding Request
   B. Allied and Mental Health College – Funding Request
   C. Tourism Grant Application Approval Parameters
   D. EDC Commission Size

VI. INFORMATIONAL
   A. Roseburg Chamber of Commerce Visitor Service Contract Notice of Termination Update

VII. BUSINESS FROM THE COMMISSION

VIII. BUSINESS FROM STAFF

IX. NEXT SCHEDULED MEETING – April 9, 2019

X. ADJOURNMENT

* * * AMERICANS WITH DISABILITIES ACT NOTICE * * *
Please contact the office of the City Recorder, Roseburg City Hall, 900 SE Douglas Avenue, OR 97470-3397 (Phone 541-492-6700) at least 48 hours prior to the scheduled meeting time if you need an accommodation. TDD users please call Oregon Telecommunications Relay Service at 1-800-735-2900.

The agenda packet is available on-line at:
http://www.cityofroseburg.org/your-government/commissions/economic-development
CALL TO ORDER
Chairman Tom Ryan called the regular meeting of the Economic Development Commission to order at 3:30 p.m. in the City Hall Third Floor Conference Room at 900 SE Douglas Avenue, Roseburg, Oregon.

ROLL CALL
Present: Chairman Tom Ryan, Commissioners Tim Allen, Mickey Beach, Hannah Duncan, Gary Leif, and Paul Zegers.

Absent - Unexcused: Commissioners Don Baglien, Angela Brown, and Michael Widmer.
Absent – Excused: Commissioner Misty Ross.

Others Present: City Manager Lance Colley, Community Development Director Stuart Cowie, Rachel Miller of the Visitors Center, and Department Technician Chrissy Matthews.

APPROVAL OF MINUTES
Commissioner Leif moved to approve the minutes of the October 9, 2018 meeting as submitted. The motion was seconded by Commissioner Zegers, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no.

AUDIENCE PARTICIPATION
Ashley Hicks asked if there is funding available to add a play structure at Eagles Park downtown, and an observation deck overlooking the river at the Roseburg Visitor Center. Chairman Ryan advised that the commission isn’t prepared to entertain Ms. Hicks’ questions at this meeting as they are not on the agenda. He further directed Ms. Hicks to inquire with the City Parks Department in regards to the play structure since Eagles Park is a city park.

ELECTION OF VICE-CHAIRMAN
Commissioner Zegers nominated Commissioner Allen as Vice-Chairman. The nomination was seconded by Commissioner Leif. Commissioner Allen declined the nomination.

Commissioner Zegers nominated Commissioner Beach as Vice-Chairman. The nomination was seconded by Commissioner Leif. Commissioner Beach accepted. The nomination was approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan and Zegers voted yes. No one voted no.

DISCUSSION ITEMS
Mr. Cowie shared grant funding is distributed from the restricted budget of $272,000. The Statute requirement states that funds from the budget must be used for capital outlay, out of area marketing or tourism study. Mr. Cowie discussed the following funding requests for the following Tourism Grant applications.
Wildlife Safari - Portable Stage & Equipment - The request is for $4,900 to purchase three items that will create Wildlife Safari's portable stage. The items include the stage itself, a canopy to cover the stage, and a generator for power. The portable stage will be used to enhance events like the Boos and Brews (October), Turkey Trot (November), Run Like a Cheetah 5k (December), and educational outreach programming that is currently happening at Wildlife Safari. Wildlife Safari serves approximately 200,000 people annually and is the largest single tourism provider in Douglas County. The hope is that the addition of a stage and other equipment will help to promote a festival type of experience that will encourage visitors to stay at the park longer and experience all of the attractions. The Wildlife Safari plans to recognize the City's sponsorship through three different means. 1) A special thanks to the City of Roseburg can be added to the Facebook, Twitter and Instagram pages; 2) A printed plaque mounted onto the stage and; 3) A special thanks added to the space rental page of the Safari's website and pamphlets with space rental info.

Commissioner Zegers moved to approve the request for the Wildlife Safari funding in the amount of $4,900 to cover the costs associated with purchasing a portable stage and additional equipment. The motion was seconded by Commissioner Beach, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no.

Discussion ensued regarding approving applications that have received funding in the past, the amount of times an applicant submits an application and guidelines for future application submittal for the same applicants.

Mr. Colley shared an applicant could be considered by the Commission on the basis of the applicant's success in the past, if they enhanced tourism and if they helped to brand the City. The goal is to enhance tourism by bringing people to our area to stay, shop, visit our restaurant, wineries, breweries, all our area has to offer and creating an environment to keep people coming back.

Commissioner Beach said a good example of considering applicants that have received funding before is the Umpqua Valley Retriever Club who brought approximately $200,000 to our community after receiving funding of $4,000. Commissioner Zegers mentioned there are considerably more funds currently available for funding then in the past.

Mr. Cowie suggested the commission consider the different events being reviewed and how it brings tourism to our community.

Glide Wildflower Show - The request is for $2,300 to print 20,000 rack cards to advertise the Glide Wildflower Show. The cards will include show dates from 2020 through 2025. By printing 6 dates on the card, the cards can be used for six years. The organization typically uses about 2,900 cards a year to advertise each show. By ordering 20,000 cards for six years several thousand extra cards will be available to allow for an increased pick-up rate or for discovering additional locations for placement. Rack cards are an important component of the flower show's publicity materials. Attendance records from recent years show that 30 - 45 percent of attendees come from outside Douglas County, with 3-5 percent of those from outside Oregon. The Glide Wildflower Show was founded in 1965 and is the oldest and largest wildflower show in the Pacific Northwest. Although the show
is held in Glide, the majority of visitors that come to the show travel through Roseburg. While visiting the show these individuals eat in Roseburg restaurants, shop in our stores and stay in our hotels. The Glide

Wildflower Show plans to recognize the City’s sponsorship by adding text to the card indicating a special thanks to the City of Roseburg as well as including the City’s logo on their website as a sponsor for their event.

Discussion ensued regarding the attendance of 1,000 – 1,300 for the event, the loss expected of $1,100 and the request of $2,300, and how many individuals stayed in hotels. Mr. Colley replied the report mentioned 30 - 45 percent of attendees come from outside Douglas County, with 3-5 percent of those from outside Oregon. The funding request is $2,300 for cards that will include show dates from 2020 through 2025. By printing 6 dates on the card, the cards can be used for six years. Commissioner Zegers said he feels the request is worth the risk to approve the funding. The flyer has been successful by including show dates for six years. A suggestion was made to request the invoice for the cost of the printing.

Commissioner Beach moved to approve the request for the Glide Wildflower Show funding in the amount of $2,300 to go to the Glide Wildflower Show toward the production of the advertising rack card, up to 20,000, for the 2020 through 2025 shows and to include the invoice for the cost of the printing. The motion was seconded by Commissioner Zegers, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no.

2019 Vineyard Tour Bike Ride - The request is for $7,240 in order to cover costs associated with running the Vineyard Tour Bike Ride. The event is held in September and is organized by the Umpqua Velo Cycling Club. It includes five cycling routes that range from 15 mile, 30 mile, 50 mile, 75 mile and 100 mile rides. Routes run throughout the Umpqua River valleys and showcase vineyards and wineries within our area.

One of the objectives of the bike ride is to increase overall bicycle tourism in the Roseburg area. The annual event has grown and continues to include increased participants. In 2014 the number of out-of-county riders was 90 and last year the number increased to 169. The 2018 numbers show that 18.36% of the riders participating were out-of-state, 58.57% were out-of-county, and 23.07% were local riders.

The requested amount of $7,240 is based upon the projected revenue subtracted from the estimated expenditures. After discussion with City staff and the applicant, it was determined that staff recommend the EDC fund $4,999 to the Partnership/VELO Club in order to cover the costs of marketing the event ($4,470) and a portion of the advertising costs ($529 of $3000). Our hope is that the Vineyard Tour Bike Ride in conjunction with other bicycling events like the NUT Cracker & Takelma Gravel Grinder, created as a result of momentum gained from the 2017 Travel Oregon Bicycle Tourism Studio, will continue to promote local bicycling tourism efforts. The City plans to continue contributing to these annual events as they grow and become more established. We anticipate that as they grow, private sponsorship will further develop and these can evolve into sustainable annual tourism events for our area. Recognition of the City’s sponsorship will be provided by including the City logo on all marketing materials and on the Vineyard Tour website which recognizes each sponsor.

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Commissioner Leif moved to approve the request for the Vineyard Tour Bike Ride funding in the amount of $4,999 to go toward the costs of marketing the event and covering a portion of the advertising costs. The motion was seconded by Commissioner Beach, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no.

Douglas County Museum Freeway & Complex Signs - The request is for $4,500 in order to pay for the costs associated with construction of new museum signs along 1-5 and on the museum complex. Current signs are faded or are missing entirely. With limited signs, visitors have passed the exit on 1-5 before they realize the museum is there. The hope is that new signs will draw visitors off the interstate to the Museum and Roseburg. Museum staff direct visitors to local attractions within our downtown district and surrounding area pointing folks to local restaurants, wineries, breweries, entertainment venues and hotels. The applicant has obtained a bid from a local sign company for design, materials and installation of the freeway and complex signs of $12,500. The Museum has secured $8,000 from other donations and is requesting $4,500 to cover the remainder of the costs. Recognition of the City's sponsorship will be provided by including the City's logo as a sponsor on the Museum website and Facebook page; contacting the local news media with a press release; acknowledgement and thank you in the entrance foyer of the Museum and acknowledgment within the Museum newsletter and annual report listing Museum supporters.

Commissioner Leif stated he was the liaison between the County and the Museum while he served as the County Commissioner and recognizes the reduction in the County's budget. He feels the Museum, even though it's outside city limits, contributes to tourism by bringing people to our area and he supports the Museum's request. Chairman Ryan inquired how the signs will contribute to tourists staying in Roseburg. Mr. Cowie said the Museum signs will be more visible from the freeway which will contribute to more people visiting the Museum which will draw people in to Roseburg. Discussion ensued regarding the ability to draw people in and share what Roseburg's community has to offer. Commissioner Zegers researched Google for things to do in Roseburg. Wildlife Safari is number one on the list and the Douglas County Museum is listed as number 6.

Commissioner Leif moved to approve the request for the Douglas County Museum funding in the amount of $4,500 to go toward the costs of constructing new Museum signs along 1-5 and the Museum complex. The motion was seconded by Commissioner Zegers, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no.

2019 Umpqua Plein Air Art Event - The request is for $4,995 in order to pay for the costs associated with marketing the Umpqua Plein Air Art Event that will be happening at the end of September. Marketing efforts will include ad design, coordinating ad placement, ads in art focused/travel magazines, social media, and postcards. Umpqua Plein Air is an annual event entering its 8th year. It draws artists from throughout the northwest region. In 2018, 48 individuals participated. 62% of these individuals came from out-of-state, the Portland Metro region or the greater Oregon area. For 2019, the organization is planning to attract 100 artists to the event and further establish Roseburg as a go-to destination for outdoor painting and the UVAA as a major exhibit venue in the state. The event is spread over a four day period, which leads to multiple hotel stays, restaurant visits, fuel and supply purchases for artists, and family members and friends. Recognition of the City's
sponsorship will be provided by including the City's logo as a sponsor on the UVAA Plein Air event webpage and the possibility of including sponsorship recognition on marketing and promotional material.

Discussion ensued regarding this event's contribution to tourism and perceived lack of growth over the years. Commissioner Duncan expressed concern with the event's method of advertising and its effectiveness according to their report.

Commissioner Zegers shared that he participates in this event and in his experience the participants from Portland say they continue to visit Roseburg in part because of this event. This event currently doesn't make money but could in the future. Commissioner Beach said this event is meeting the goal of hotel stays in Roseburg and helps to further art in our culture. Mr. Colley stated the importance of UVAA events for the exposure to the arts in our community.

Commissioner Leif moved to approve the request for the Umpqua Valley Arts Association funding in the amount of $4,995 to go toward the costs of marketing the 2019 Umpqua Plein Air Art Event. The motion was seconded by Commissioner Beach, and approved with the following votes: Commissioners Allen, Beach, Duncan, Leif, Ryan, and Zegers voted yes. No one voted no. Chairman Ryan added, the next time this event submits a funding request he wants to see the attendance increase. Commissioner Duncan added she wants to see them utilize digital marketing.

2019 Summer Arts Festival - The is request is for $4,995 in order to pay for the costs associated with marketing the Summer Arts Festival that will be happening at the end of June. Marketing efforts will include ad design, coordinating ad placement, ads in art focused/travel magazines and social media. The Summer Arts Festival is an annual event that has been occurring in Roseburg for the last 50 years. The objective of the UVAA in organizing this year's 2 1/2 day event is to attract a total of 150 artist vendors, 15-20 local and regional food truck vendors, 10-15 visiting stage events, and 12,000 - 18,000 attendees. The festival provides a local attraction that helps to promote the historic Umpqua Valley Arts Association building and surrounding City parks property. Money generated from the festival helps to promote additional art activities and events throughout the year for UVAA. Recognition of the City's sponsorship will be provided by including the City's logo as a sponsor on the UVAA Summer Arts Festival event webpage and the possibility of including sponsorship recognition on marketing and promotional material.

Mr. Cowie stated this is the first time the EDC has received a funding request for the Summer Arts Festival.

Commissioner Beach said he performs at this event so he will abstain from voting.

Commissioner Leif moved to approve the request for the Umpqua Valley Arts Association funding in the amount of $4,995 to go toward the costs of marketing the 2019 Summer Arts Festival. The motion was seconded by Commissioner Zegers, Commissioner Beach abstained. The motion passed 4-1. The motion was approved with the following votes: Commissioners Allen, Duncan, Leif, and Zegers voted yes. Chairman Ryan voted no.
Chairman Ryan and Commissioner Allen expressed the need for the budget to be itemized. Discussion ensued regarding the vague nature of the proposal, and if this event is profitable. Mr. Cowie recognized the event is profitable. Essentially the City would be a sponsorship. Chairman Ryan said he doesn’t feel the EDC should be a sponsorship and can’t justify funding this event. Wayne Patterson from the Partnership shared how they commit to only being profitable from private funding and not from City or County funding.

INFORMATIONAL

Visitors Center Reports for September and October

Rachel Miller provided a brief summary of the September and October Report. She reported the visitor center sign was damaged in the wind storm and they are exploring options to repair or replace it. In October they helped with Umpqua Valley Retriever Club, AKC Masters Nationals event which was a success and puts Roseburg on the map. They noticed a more diverse group in visitor demographics and were curious if the event was the contributing factor.

The Partnership Report

Wayne Patterson provided the Partnership Report. He shared Executive Assistant Leah Jones replaced DeLana Smith, Event Manager Brittany Arnold was hired part time under contract. The position is funded from event profits. Workforce Development Manager Dan Loomis was hired and started on January 2. This position is full-time and is funded from Douglas County ESD (DCIDB and Southwest Oregon Workforce Development Board (SOWIB). K12 Allied Health enrolled 400 students in the program. Career path baseball card project is distributed to all Jr High School students in Douglas County. The project was polled and 800 students looked at jobs. Number one career was an accountant. They want to launch this project for high school students as well to help build future work force. The title for 10.99 acre piece of land in South County Industrial Park is being transferred to Douglas ESD to build a career technology education center. Exterior building materials have been dedicated from private money. An Academic Institution has expressed interest in building a medical university training school here in Roseburg. A letter of intent is expected by the end of January of this year.

BUSINESS FROM COMMISSION – none

BUSINESS FROM STAFF - Staff did not have any business to discuss at this time.

ADJOURNMENT - Meeting adjourned at 4:45 p.m. The next meeting is scheduled for April 9, 2019.

[Signature]

 Chrissy Matthews
 Department Technician
ROSEBURG ECONOMIC DEVELOPMENT COMMISSION
DISCUSSION ITEM SUMMARY

Date: February 19, 2019
To: Economic Development Commission
From: Stuart Cowie, Community Development Director
Subject: Funding Request - Electric Vehicles/Charging Stations

ISSUE STATEMENT AND SUMMARY
On October 9, 2018 the Commission received a presentation from Mr. David Reeck about electrical vehicles and the impact they can have on tourism in our area. Information was provided concerning the possibility of constructing charging stations within the City to promote travel related tourism routes throughout the state that include stops in Roseburg.

Shortly after the October 9th meeting the City was made aware of a grant opportunity through Pacific Power in order to secure funding for the construction of electric vehicle charging stations. With assistance from Mr. Reeck the City applied for the grant and was awarded $25,000 to help advance electric vehicle charging stations at 1) Visitor Center; 2) Parking Garage; 3) Umpqua Valley Arts Center; and 4) Library.

In order to move forward with the project the City must secure additional funding in order to complete the project. An initial quote from Christenson Electric has indicated that the costs of constructing the charging stations at the four locations listed above would cost $49,046.

Staff is requesting that EDC recommend City Council fund $25,000 as match to the Pacific Power grant in order to finance the charging station construction. The funding would come from the Hotel/Motel tax fund devoted to tourism activity currently in excess of $300,000.

COMMISSION OPTIONS
1. Recommend City Council authorize $25,000 as match to the Pacific Power grant in order to construct charging stations at four locations within the City of Roseburg.
2. Do not recommend approval.

STAFF RECOMMENDATION
EDC should recommend City Council authorize $25,000 as match to the Pacific Power grant in order to construct charging stations at four locations within the City of Roseburg.

SUGGESTED MOTION
I move EDC recommend City Council authorize $25,000 as match to the Pacific Power grant in order to construct charging stations at four locations within the City of Roseburg.
ATTACHMENTS

#1 – Pacific Power Electric Vehicle Charging Station Grant Award
#2 – Christenson Electric Construction Quote
February 14, 2019

City of Roseburg
900 SE Douglas Ave
Roseburg, OR 97470

ATTN: David Reeck
RE: Q4 2018 Electric Vehicle Charging Station Grant – City of Roseburg, Multiple Location Public Charging Project

Dear Mr. Reeck:

Congratulations! Pacific Power is pleased to inform you that you've been selected to receive an Electric Vehicle Charging Station Grant award of up to $25,000 to help advance your electric vehicle charging projects at 1) Visitor Center: 410 SE Spruce Street; 2) Parking Garage: 551 SE Rose Street; 3) UVAA: 1624 W Harvard Avenue, 97471; 4) Library: 1409 NE Diamond Lake Blvd in Roseburg, Oregon 97470.

In order to receive funding, Pacific Power requires that you make a commitment to meet certain requirements, milestones, and deliverables as outlined in the attached Grant Agreement. Your project funding award is contingent upon your agreement to the terms set forth herein.

Funding will be provided once the project is complete and Pacific Power has received all documentation required to verify project expenses and completion. We encourage you to provide a copy of this letter and the attached Grant Agreement to your project manager and contractor(s) to ensure they are aware of all program requirements.

If you agree to all of the conditions set forth in the Grant Agreement, please sign and initial where indicated. Please email a copy of this letter and the signed Grant Agreement to plugin@pacificorp.net by February 1, 2019.

We look forward to partnering with your organization to further clean transportation throughout Oregon.

Sincerely,

Scott Bolton
Senior Vice President
Grant Agreement – Q4 2018 Electric Vehicle Charging Grant

PacifiCorp d/b/a Pacific Power (Pacific Power) will provide up to $25,000 to the City of Roseburg (Recipient) to support the installation of electric vehicle charging infrastructure at 1) Visitor Center: 410 SE Spruce Street; 2) Parking Garage: 551 SE Rose Street; 3) UVAA: 1624 W Harvard Avenue, 97471; 4) Library: 1409 NE Diamond Lake Blvd in Roseburg, Oregon 97470, upon completion of the project and confirmation that all award recipient requirements have been met.

This grant funding award amount is based on the information provided in the application and during the evaluation process. Any unapproved material change to project design/plans/scope may result in forfeiture of funding or an adjustment to the grant funding award amount. All modifications to the project design/scope including those attributes listed below must be submitted for approval using the change request form provided by Pacific Power.

I. PROJECT ATTRIBUTES

- Install an Electric Vehicle Charging project with the attributes described in the table below:

<table>
<thead>
<tr>
<th>Award Recipient</th>
<th>City of Roseburg</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology</td>
<td>ChargePoint</td>
</tr>
<tr>
<td>Number of chargers*</td>
<td>8 ports</td>
</tr>
<tr>
<td>Project location</td>
<td>Parking lots at visitor center, downtown shopping district, art gallery, Library</td>
</tr>
<tr>
<td>Data Available</td>
<td>Real time usage via ChargePoint online Portal</td>
</tr>
<tr>
<td>Project address</td>
<td>1) Visitor Center: 410 SE Spruce Street; 2) Parking Garage: 551 SE Rose Street; 3) UVAA: 1624 W Harvard Avenue, 97471; 4) Library: 1409 NE Diamond Lake Blvd Roseburg, Oregon 97470.</td>
</tr>
<tr>
<td>Accessibility</td>
<td>The chargers will be placed in central locations around the city.</td>
</tr>
<tr>
<td>Online date</td>
<td>June 2019</td>
</tr>
<tr>
<td>Funding award**</td>
<td>Up to $25,000</td>
</tr>
</tbody>
</table>

* Awards are competitive and funding is limited. If your project does not include the number of chargers listed above, funding may be reduced or rescinded.

**The funding award represents an "up to" amount. Changes in project costs, design, and funding sources may result in adjustments to the final funding amount.
• Install electric vehicle charging infrastructure by **December 31, 2019.**

   *Extensions to this timeline may be considered on a case-by-case basis. Recipient understands that if the project is not completed by December 31, 2019, funding may be rescinded unless a Pacific Power change order form is submitted and approved by the Electric Transportation Project Manager at Pacific Power.*

• Install a project that will be served by Pacific Power (located in Pacific Power’s service area) over the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60 days if the project leaves the Pacific Power system within 10 years of the final grant funding award payment.

• Install electric vehicle charging infrastructure that is owned by a non-residential Pacific Power customer authorized to make improvements at the site.

• Utilize a contractor licensed in the state where the project will be installed and conform to all county/state building and electrical codes and utility connection requirements, which includes general requirements and may require one or more studies be performed by Pacific Power to determine feasibility, system impact and cost of safely connecting the electric vehicle charging infrastructure to the utility system. Recipient understands that they may be responsible for purchasing and installing any necessary protection equipment - that is any system upgrades due to impacts from the proposed project is recipient’s financial responsibility.

• Install only new equipment, which must be evident in the documentation (invoice or signed contractor proposal).

• Install a usage monitoring system that includes a mechanism for sharing station data with Pacific Power. Provide project data, including but not limited to KWh and usage data on a monthly basis for the life of the project. The funding award must be repaid at a prorated rate to Pacific Power within 60 days of written notice if the project continues to operate but ceases to provide data.

   *Information collected may be used for regulatory reporting, evaluation, educational purposes, performance analysis, or any other reason Pacific Power deems necessary.*

• For projects located in Oregon, grant or transfer to Pacific Power title to all Oregon Clean Fuel Program Credits generated by each of the chargers installed at the project site as a result of grant funding.

**II. USE OF GRANT FUNDS**

Apply grant funds only to upfront costs associated with the installation and activation of approved equipment and approved outreach and education expenses. Funds cannot be used to cover expenses such as fees incurred for project estimates or bids, administrative or project management costs, renewable energy equipment such as solar panels, energy storage equipment, vehicle purchase or lease, and structural or other site improvements that would occur without the installation of electric vehicle charging infrastructure, such as landscaping or re-roofing.

Final grant funding amount cannot exceed total eligible project costs. Final reimbursement may be adjusted for changes in project costs, scope, and/or funding sources.

**III. AWARD RECIPIENT DELIVERABLES**

• **Quarterly updates:** Provide a quarterly progress report on the 15th day of the month following each calendar quarter until the project is on-line. Quarterly progress reports will be provided by
completing the quarterly progress report form provided by Pacific Power and emailing it to plugin@pacificorp.net. The first report will be due by April 15, 2019.

- Change requests: Complete and submit the change request form provided by Pacific Power for any material change in project scope from project attributes listed in the table above, conveyed in the funding application, or communicated during the evaluation process.

- Financing plan: Demonstrate to Pacific Power’s satisfaction by June 14, 2019 via a written communication directed to plugin@pacificorp.net that all funds necessary to complete the project have been secured. If the project has not secured financing for the additional amounts required by June 14, 2019, the project may forfeit its right to the funds reserved for the project.

- Ongoing communication: Keep the Electric Transportation Project Manager apprised of major project milestones, such as initiating installation, and opportunities to participate in celebrations and media engagement.

- Project completion and reimbursement: Upon completion of project installation and activation, complete and submit the final report form provided by Pacific Power along with required supplemental documentation and photos to plugin@pacificorp.net. Final reporting must be submitted no more than sixty (60) days following the project’s official on-line date.

  Note: Pacific Power will not be responsible for any lost documentation related to these award requirements.

IV. EDUCATION AND OUTREACH REQUIREMENTS

- Pacific Power Recognition statement: Include the following statement on all signage, materials, and communications, both print and non-print, produced as part of the grant-funded project. "This project was made possible with support from Pacific Power." Contact plugin@pacificorp.net with questions about use and modification of this language.

- Approvals: Seek prior approval from Pacific Power for all materials that use the Pacific Power logo.

- Celebrations and publicity: Celebrate the project completion through one or all of the following per the Education Plan listed in the table above: media event, tour, media advisory, press announcement, stakeholder communications. Pacific Power representatives must be provided an opportunity to participate in celebrations.

- Permanent recognition: Develop at least one piece of permanent, onsite signage that publicly recognizes the contribution of Pacific Power. Pacific Power can provide samples and support the development of content and messaging.

- Pacific Power website: Allow Pacific Power to include information regarding your project in communication material used by Pacific Power. This includes Pacific Power’s right to use photographs of the facility in brochures and internet pages for purposes of supporting customer programs.

Contact the plugin@pacificorp.net for approvals and guidance.

V. REIMBURSEMENT

Reimbursement will be remitted within thirty business (30) days of confirmation that all funding requirements, including reporting and documentation, have been met. Reimbursement will be remitted directly to the applicant or to their designated assignee as directed by the award recipient.

Reimbursement will be distributed once the project is complete and verified through the following steps:

- City/county permitting finalized, including electrical inspection.
• Utility has approved installation for operation (if deemed necessary by Pacific Power estimator)
• Usage data is accessible and shared with Pacific Power
• Data sharing plan is in place and will continue for the life of the project
• Final report form is submitted and approved by Pacific Power, along with:
  o Itemization of each eligible project expense – i.e. labor, permits, equipment, and materials.
  o Copies of detailed invoices documenting total and eligible costs and supporting itemization of expenses
  o Documentation of each outside funding source
  o Photos of the installation (.jpg) photos
  o Photos of signage and other educational collateral
  o Photos of any onsite monitoring system displays
  o Documentation of education and outreach efforts (e.g. press coverage, celebrations, etc.)

VI. OVERALL ACKNOWLEDGEMENT OF TERMS

Recipient certifies that Recipient is a non-residential Pacific Power customer authorized to make site improvements at this location. Recipient understands that this funding award, as specified in Section I above, is to, among other things, "Install electric vehicle charging infrastructure that will be served by Pacific Power (located in Pacific Power’s service area) over the life of the project." Accordingly, Recipient agrees to refund the award in a pro-rated amount should the project cease to be served by Pacific Power. The repayment for leaving Pacific Power’s service ("Exit Repayment") will be determined by and subject to the following terms:

• Exit Repayment will be determined by the follow equation,
  o final grant funding award x (120 – service delivery term)/ 120,

• Service Delivery Term is the number of months between the month the Final grant funding award was made and the month Recipient terminated its electric service.

• For determining the repayment, the dates will be the first day of the month in which they occur.

Additionally it is understood that providing usage data is essential to this program. Accordingly, Recipient agrees to refund the award on a pro-rated basis in full should the project cease to provide usage data to Pacific Power on a monthly basis over the life of the project. If the project continues to operate but Recipient ceases to provide data to Pacific Power, Recipient is obligated to repay the pro-rated amount to Pacific Power within 60 days of written request. The repayment for ceasing to provide data ("Data Default Repayment") will be determined by and subject to the following terms:

• Data Default Repayment will be determined by the follow equation,
  o final grant funding award x (60 – data delivery term)/ 60

• Data Delivery Term is number of months between the month the Final grant funding award was made and the month Recipient ceased providing data.

• For determining the repayment, the dates will be the first day of the month in which they occur. Recipient additionally consents to Pacific Power publicly distributing this usage data.

Recipient has reviewed and understands the terms and conditions of receiving Electric Vehicle Charging Grant funding and represent and warrant to Pacific Power that the party below is authorized to sign this agreement on behalf of Recipient.

Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION.
DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN NO EVENT SHALL PACIFIC POWER BE REQUIRED TO PAY OR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES.

Please initial each page, complete the Funding Recipient Acceptance section of the signature page and return signed form to plugin@pacificorp.net.
Signature Page

Funding recipient acceptance of Grant Agreement

The City of Roseburg, (funding award recipient) hereby understands and accepts all obligations and limitations associated with receiving an Electric Vehicle Charging Grant funding award and agree to the requirements and conditions described in this agreement.

Recipient also acknowledges that Pacific Power has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to the electric vehicle charging infrastructure installed or the electrical contractor, including but not limited to those concerning the electrical contractor’s experience qualifications or background, the amount of energy consumed, the quality of specific materials, components, or workmanship utilized in the installation or the nature of or whether building permit(s) or governmental approvals may be required. Recipient understands that Pacific Power’s liability is limited to the funding award and under no circumstances will Pacific Power be liable to the customer or electrical contractor for any further amounts.

Recipient releases and hereby indemnifies Pacific Power, its parent, board, officers, employees and agents against any claim made, action, damages, order or other legal liability in association with Recipient’s anticipated receipt of or use of funds under this agreement.

Signature: __________________________
Date: __________________________
Printed Name: __________________________
Title: __________________________
Company: __________________________

Pacific Power Acceptance

Signature: __________________________
Date: __________________________
Printed Name: __________________________
Title: __________________________
**Quotation**

"Building Long Term Relationships Through Trust and Performance"

17201 NE Sacramento St  
Portland, OR 97230  
(503) 419-3300

**Estimator/Project Manager**  
Eric Barton  
Phone: 503-419-3415  
Email: eric.barton@christenson.com

**Ship To:**  
Customer Name: City of Roseburg  
Attention: David Reek  
Address:  
City, State, ZIP:  

---

Thank you for the opportunity to present you with a quote to install a new Chargepoint EV charger. This proposal is for the installation of four Dual port bollard mounted chargers. The following quote includes all materials and labor required for station installation, it does not include any labor or material required to bring electrical infrastructure to the station location. This proposal includes 5 years of pre-paid commercial cloud plan and 5 years of CP-Assure warranty. Please do not hesitate to contact us with any questions regarding this proposal.

**Project Scope of Work:**

- Provide and install (4) CT4021 dual port bollard mount station.  
- Commission and test.  
- Please not all make-ready infrastructure must be provided ahead of arrival for station installation. We will help provide necessary specs and information for your local electrician to run the necessary infrastructure for the station.

### Parts and Installation

<table>
<thead>
<tr>
<th>Model</th>
<th>Description</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Total Customer Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>CT4021-GW1</td>
<td>Dual Output, Gateway Option LiSA, Bollard Unit - 208/240V @30A with Cord Management</td>
<td>$6,129.00</td>
<td>4</td>
<td>$24,516.00</td>
</tr>
<tr>
<td>CT4001-CCM</td>
<td>Bollard Concrete Mounting Kit</td>
<td>$81.00</td>
<td>4</td>
<td>$324.00</td>
</tr>
<tr>
<td>CPLD-COMMERCIAL-5</td>
<td>Five year prepaid commercial cloud plan per port. Includes secure network connection, ongoing station software updates, station inventory, 24x7 driver support, host support, session data and analytics, fleet vehicle management and integration, fleet access control, valet dashboard, power management (circuit panel, site sharing), scheduled charging, driver access control, pricing and automatic funds collection, waitlist, videos (on supported hardware)</td>
<td>$1,105.00</td>
<td>8</td>
<td>$8,840.00</td>
</tr>
<tr>
<td>CT4000-ASSURE5</td>
<td>Five year of CP Assure for the CT4000 parts and onsite labor to repair or replace any manufacturing defect. Includes remote monitoring of station and proactive repair dispatch. A successful site validation is required to activate the Initial CP Assure coverage if site prep and station install are not performed by a CP National O&amp;M Partner.</td>
<td>$2,495.00</td>
<td>4</td>
<td>$9,980.00</td>
</tr>
<tr>
<td>CPSUPPORT-ACTIVE</td>
<td>Initial Station Activation &amp; Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.</td>
<td>$349.00</td>
<td>4</td>
<td>$1,396.00</td>
</tr>
</tbody>
</table>
Customer works directly with a self-validating Channel Partner where the Channel Partner will be performing all construction and station installation services. These services include on-site validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that the station installation meets all ChargePoint published requirements and local codes. A site is defined as a group of stations all connected to the same gateway station. The name of the self-validating partner must be indicated on the Channel Partner’s purchase order. Enhanced Assurance Warranty will only become effective after the self-validating Partner has confirmed completion of the site validation. Upon successful Site Validation, your standard first year warranty will be upgraded to Assurance.

<table>
<thead>
<tr>
<th>PARTNER-SELFVALID</th>
<th>CEI INSTALL</th>
<th>Christenson Electric is a proud O&amp;M partner with Chargepoint and is pleased to offer this required installation service at no cost to the customer due to our O&amp;M status.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CEI INSTALL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Labor and support material for Christenson Electric to install Chargepoint stations to existing electrical infrastructure. Assumes all infrastructure is properly in place for station to be set and commissioned.</td>
<td>$3,990.00</td>
</tr>
<tr>
<td></td>
<td>$3,990.00</td>
<td></td>
</tr>
</tbody>
</table>

**Exclusions/Clarifications**

This proposal does not cover correction of any existing conditions or code violations that may be discovered. All work is to be performed during regular working hours. (Mon-Fri. 7:00am-3:30pm)

**Terms**

* Our price is valid for 30 days and is subject to change any time thereafter.
* The information in this quote is confidential and may be legally privileged. It is intended solely for the addressee. Access to this quote by anyone else is unauthorized. Any disclosure, copying or distribution without written permission from Christenson Electric is prohibited and may be unlawful.
* Christenson Electric assumes no responsibility for delays, problems, or damages due to circumstances or conditions beyond its control, including but not limited to:
  1. Natural causes,
  2. Unseen, unknown or concealed conditions,
  3. Failure of suppliers to provide materials,
  4. Weather conditions,
  5. Vandals,
  6. Acts of God,
  7. Exceeding property borders in the event that the property borders were not clearly staked by the owners,
  8. Faulty materials,
  9. The condition of the property where such conditions are not caused by the services performed by Christenson Electric.
* Assumes there is adequate cell coverage available for station to function.

* Any change in the specifications or construction necessary to comply with existing or future building codes, zoning laws, or regulations will be considered additional work to be paid for by the owner as additional work without the requirement for any written authorization or change order.
* Shipping: Many of our vendors provide free shipping, however when shipping is charged, and/or special shipping (such as rush delivery) is requested, these charges will be passed on to the customer on a "repair and add" basis.
* A service charge of 1% per month (18% annual percentage rate), or a total of $10.00 whichever is greater, shall be made on all sums due Seller which have not been paid within 30 days from the invoice date, and Buyer agrees to promptly pay said service charge.
* INVOICE NET-30

Your signature below indicates acceptance of the scope of work and total project price and provides authorization to proceed. A signed Purchase Order will be required. Please fax or email this signed document and the Purchase Order to the locations indicated in the signature block above.

Printed Name: ___________________________ Date: ________________
ROSEBURG ECONOMIC DEVELOPMENT COMMISSION DISCUSSION ITEM SUMMARY

Date: February 19, 2019
To: Economic Development Commission
From: Stuart Cowie, Community Development Director
Subject: Funding Request – Allied & Mental Health College Economic Study

ISSUE STATEMENT AND SUMMARY
For the past several years the City in coordination with Oregonians for Rural Health (ORH) and a number of different organizations and individuals has worked to develop the possibility of an Allied and Mental Health College that could be established in Roseburg. The proposed college is a response to both demand from southern Oregon residents for opportunities to pursue education and training to gain skills locally that would be valuable in the labor force, as well as demand for allied and mental health services accessible in rural areas throughout southern Oregon.

An MOU was recently signed with an academic partner for the Allied and Mental Health College. An announcement indicating who the academic partner is will be happening soon. Additionally, ORH is in the process of determining an appropriate site for the future college.

In order to move forward with the next phases of the project ORH is proposing that an economic study be conducted evaluating the potential economic impacts and benefits the college would have on our community and the region. The study would also provide data surrounding the potential return on investment the college would provide. This information will be necessary in order to secure funding from private or public investors, secure partnerships, and implement a future business plan for the college.

Attached to this summary is a copy of the Allied and Mental Health College Economic Assessment proposal submitted by ECONorthwest. The proposal indicates the scope of work, timeline and budget. It is estimated that the cost of the study will be $49,870.

Staff is requesting that EDC recommend City Council fund $25,000 to assist in funding the study subject to ORH raising the balance of the remaining money necessary to pay for the study. Helping with the funding of the study will demonstrate the City’s commitment to the future college and positive impacts it could have on our community’s economy. The funding would come from the Economic Development fund which has a balance of $160,000.

COMMISSION OPTIONS
1. Recommend City Council authorize $25,000 to assist in funding the Allied and Mental Health College Economic Study subject to ORH raising the balance of the remaining money necessary to pay for the study.
2. Do not recommend approval.
STAFF RECOMMENDATION
EDC should recommend City Council authorize $25,000 to assist in funding the Allied and Mental Health College Economic Study subject to ORH raising the balance of the remaining money necessary to pay for the study.

SUGGESTED MOTION
I move EDC recommend City Council authorize $25,000 to assist in funding the Allied and Mental Health College Economic Study subject to ORH raising the balance of the remaining money necessary to pay for the study.

ATTACHMENTS
#1 – ECONorthwest Allied and Mental Health College Economic Assessment Proposal
DATE: November 16, 2018
TO: Phil Scheuers, Pac/West
FROM: Sarah Reich, Adam Domanski, and Joel Ainsworth
SUBJECT: OREGON ALLIED AND MENTAL HEALTH COLLEGE ECONOMIC ASSESSMENT PROPOSAL

Introduction and Background

Oregonians for Rural Health (ORH) is exploring the feasibility of developing an allied and mental health college ("college") in Roseburg, to educate and train students from the region to provide health care in rural areas. This proposed college is a response to both demand from southern Oregon residents for opportunities to pursue education and training to gain skills locally that would be valuable in the labor force, as well as demand for allied and mental health services accessible in rural areas throughout southern Oregon. ORH has developed a business plan for this facility1 and is currently engaged in a site selection process and securing partnership relationships with existing schools. To support the project development process, ORH has identified several key questions it would like to be able to answer:

- What are the potential economic impacts in the region from the college?
- What are the potential economic benefits to the community from the college?
- What is the potential return on investment from the college?

This proposal outlines a scope, timeline, and budget for answering these questions and providing ORH with information it can use as it secures funding, develops partnerships, and implements the business plan for the allied and mental health college.

Scope of Work

The three questions identified above represent three different types of economic analysis, which provide information on different dimension of economic effects that are important to different stakeholders. Community members, local businesses, and public officials are interested in both the potential economic activity or impact—measured in terms of employment, income, and tax revenues—a college could generate and the types and amounts of economic benefits—measured in terms of access to local health services, reduced costs of obtaining care, and higher quality of life related to employment opportunities and improved access to care—that the college may produce. Public and private investors care about the return on investment a project can achieve—that is, the comparison of benefits or revenues to costs. This scope of work is organized by task to address each of these analyses, with an initial task and final reporting task common across the analyses.

---

Task 1. Project Kickoff and Detailed Workplan

We have found that projects produce better and more useful results when we are able to collaborate with our clients in the initial stages of our work. This task provides an opportunity for ECONorthwest and key members of the project team to develop a common understanding of the project’s approach and expected outcomes. As soon as we are under contract, ECONorthwest staff will meet in person with the project team, to accomplish these (and potentially other) objectives:

- gain an up-to-date understanding of the college proposal;
- finalize the analytical approach and clarify primary goals and audience for the analysis;
- identify key assumptions for the analysis;
- discuss data inputs and sources of information;
- confirm the project schedule, communication protocols, and final deliverable.

Following the kick-off meeting, ECONorthwest staff will draft a detailed workplan to summarize the key decisions made during the meeting, to guide the project to completion.

**Timeline:** As soon as possible after contract execution

**Budget:** Approximately $3,500 (See budget detail below)

Task 2. Economic Impact Analysis

Developing the college has the potential to produce economic impacts—measured in terms of employment, income, and tax revenues—at two distinct stages of its lifecycle: during construction, and during operation. In this task, we will estimate the gross economic contributions (direct, indirect, and induced) of the project in the region of interest (as defined during Task 1) during construction and annually during operation.

We will use the IMPLAN software, which is the industry standard model to measure economic impacts arising from this type of project. Completing this analysis requires working closely with the client to translate the project’s development plans and business plan into total costs to construct the facility and annual costs to operate the college.

We will also work closely with the client to develop assumptions about direct employment for the college, and anticipated changes in key sectors in the labor market that the college may produce in the region.

**Timeline:** Three months from date of finalized workplan in Task 1 and all estimated costs and employment estimates are provided to ECONorthwest

**Budget:** Approximately $13,500 (See budget detail below)
Task 3. Economic Value Analysis

ORH has proposed developing the college to solve identified problems related to an inadequate supply of local expertise and lack of accessible health care for the region’s population. Developing the college could help address these problems by improving local access to allied and mental health services, which can yield better health outcomes and higher quality of life for residents of southern Oregon.

ECONorthwest staff will work with the client during Task 1 to develop a broad understanding of the potential short-term and long-term effects on economic value that developing the college would produce in the region. ECONorthwest will then develop and implement approaches to measure these values. A key focus of this analysis would be to describe the potential change in access to health services for OHP enrollees. To the extent data allow, we will quantify the effects on economic value. Where data do not allow quantification, we will describe effects qualitatively.

Timeline: Four months from date of finalized workplan in Task 1

Budget: Approximately $13,500 (See budget detail below)

Task 4. Return on Investment (ROI)

ROI is a measure of efficiency which compares the benefits arising from an investment to its cost. Typically, an ROI incorporates only tangible or financial returns (benefits) into the comparison with costs, as this information helps potential investors weigh the viability and potential to generate revenue from the project.

For some audiences, a broader interpretation of ROI that incorporates non-financial benefits (e.g., benefits to the public, as identified in Task 2) may be a useful comparison, especially if the project utilizes public funds as the investment source. This type of comparison is more akin to a benefit-cost analysis. Depending on the client’s goals and objectives for using this information (as identified in Task 1), in this task ECONorthwest will perform an appropriate comparison to provide information about the college’s potential economic returns over time.

Timeline: Five months from date of finalized workplan in Task 1

Budget: Approximately $7,400 (See budget detail below)

Task 5. Reporting

ECONorthwest will integrate the results of Tasks 2 through 4 in a report that describes the economic effects associated with developing the college in southern Oregon. ECONorthwest will discuss the format of report preparation process with the client during Task 1. The budget below reflects a standard report format (Word/PDF) that would communicate the methods and results of each analysis in a clear and concise way, at a level of detail appropriate for the client and potential investors or stakeholders.

The budget allows for one round of review of consolidated comments on a draft report, and finalization of the report. If the client decides a summary report in InDesign would be more
appropriate for the audience, ECONorthwest can provide that service with an additional budget allocation.

**Timeline:** Draft report delivery within six months of finalized workplan in Task 1; Final approximately two weeks following receipt of consolidated comments.

**Budget:** Approximately $12,000 (See budget detail below)

**Timeline**

The timeline in Figure 1 shows the timing and progression of Tasks 1 through 5. The actual start date is illustrative. The project begins with the kick-off meeting, as described in Task 1, followed by the detailed workplan as the first deliverable. At the end of each major task, the ECONorthwest project team will have a conference call with the client to discuss the results of the analysis in each task.

Additional meetings with the client to collect information, clarify data, or verify assumptions will occur throughout the project as needed (not shown on the timeline). Subsequent to client review of the draft report, the team will hold another conference call with the client to discuss review comments. ECONorthwest will finalize the deliverable approximately two weeks following receipt of comments on the draft report.

**Figure 1. Proposed Timeline for Tasks 1 through 5**

<table>
<thead>
<tr>
<th>Tasks</th>
<th>2019 (Starting timeframe is an example to show progression, actual start date to be determined)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FEB</td>
</tr>
<tr>
<td>Task 1: Project Kickoff</td>
<td></td>
</tr>
<tr>
<td>Task 2: Economic Impacts</td>
<td></td>
</tr>
<tr>
<td>Task 3: Economic Value</td>
<td></td>
</tr>
<tr>
<td>Task 4: ROI</td>
<td></td>
</tr>
<tr>
<td>Task 5: Reporting</td>
<td></td>
</tr>
</tbody>
</table>

**Budget**

Table 1 outlines the proposed budget by task.
<table>
<thead>
<tr>
<th>Labor Expenses</th>
<th>HOURS BY TASK</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Task 1</td>
<td>Task 2</td>
</tr>
<tr>
<td><strong>ECONorthwest</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Director</td>
<td>190</td>
<td>6</td>
</tr>
<tr>
<td>Project Manager</td>
<td>135</td>
<td>6</td>
</tr>
<tr>
<td>Associate</td>
<td>120</td>
<td>8</td>
</tr>
<tr>
<td>Sub-Total</td>
<td>20</td>
<td>108</td>
</tr>
<tr>
<td><strong>Non-Labor Expenses</strong></td>
<td>Task 1</td>
<td>Task 2</td>
</tr>
<tr>
<td>Travel</td>
<td>$800</td>
<td>$800</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals by Task</th>
<th>Task 1</th>
<th>Task 2</th>
<th>Task 3</th>
<th>Task 4</th>
<th>Task 5</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Labor</td>
<td>$2,910</td>
<td>$13,820</td>
<td>$13,140</td>
<td>$7,420</td>
<td>$11,580</td>
<td>Labor $49,270</td>
</tr>
<tr>
<td>Direct Expense</td>
<td>$600</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>Non-Labor $600</td>
</tr>
<tr>
<td>Total by Task</td>
<td>$3,510</td>
<td>$13,820</td>
<td>$13,140</td>
<td>$7,420</td>
<td>$11,580</td>
<td>Budget $49,870</td>
</tr>
<tr>
<td>% of Total Budget</td>
<td>7%</td>
<td>28%</td>
<td>26%</td>
<td>15%</td>
<td>24%</td>
<td></td>
</tr>
</tbody>
</table>
ROSEBURG ECONOMIC DEVELOPMENT COMMISSION
DISCUSSION ITEM SUMMARY

Date: February 19, 2019
To: Economic Development Commission
From: Stuart Cowie, Community Development Director
Subject: Tourism Grant Application Approval Parameters

ISSUE STATEMENT AND SUMMARY
The purpose of this discussion item is to talk about the parameters in which EDC authorizes semi-annual tourism grant applications. Tourism grants are reviewed by the EDC during the January and July meetings. Often during the April and October meetings a funding request may be presented, but it is outside the formal tourism grant application process.

Attached to this memo is a copy of the current Tourism Grant Program application packet. Many of the parameters in which current tourism grants obtain approval are identified within the packet. These application requirements are based on state statutory definitions of "tourism promotion" and "tourism related facility". A copy of these definitions is included as an attachment to the packet. However, other information provided within the instructions page of the application, such as examples of those not eligible for grant consideration or projects in which extra consideration shall be given, are parameters in which the City has set concerning the evaluation of tourism grant applications.

We hope to discuss these parameters and develop ways in which we can broaden them to promote greater tourism opportunities and also ensure that everyone is aware of the criteria in which an application can be approved. Approximately, $60,000 is set aside each year for tourism related grant funding and this account is currently in excess of $300,000. This funding is devoted to tourism and should be utilized for its intended purpose. The result of this discussion item should help to determine if changes need to occur or emphasis needs to be placed on existing requirements to better guide future applicants concerning their proposals in order to best utilize the tourism funding.

ANALYSIS
The following information details specific areas within the application material that we could consider as part of our discussion as well as recommendations from staff to consider when authorizing grant funding.

Within the application packet instructions are provided indicating those that can qualify for the grant funding including 1) registered businesses; 2) registered 501(c)(3) organizations; 3) other 501(c) tax exempt organizations; or 4) governmental entities.

In addition, instructions within the application packet require applicants to indicate how their proposal will fulfill the City's objectives to increase tourism. The application goes on to further define tourism promotion and marketing as advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists and marketing special events and festivals.
designated to attract tourists. The application also defines tourism related facilities as a conference, convention or visitor information center or a capital project that has a substantial purpose of supporting tourism or accommodating tourist activities. Please note these definitions are consistent with the definitions provided in state statute.

Aside from tourism, applicants are also required to indicate how proposed projects/events may showcase the Roseburg area and provide other economic benefits to the community.

Application material also indicates some activities that are not eligible for grant consideration. These include: Funds to cover general administrative costs; Funds to cover operational expenses; Commercial or for-profit organizations requesting funds for capital improvements or projects; Projects/Events promoting tourism outside the greater Roseburg area, unless it can be demonstrated that the Roseburg area will benefit; Projects/Events directed at the residents of Roseburg; Applicants who did not complete required reporting for any previously awarded grant.

The application also indicates extra consideration should be given to projects that will increase tourism during the off-season (Labor Day through Memorial Day) and long-term capital projects with a life expectancy of at least ten years.

In addition, to the parameters listed above, the application material states applicants are welcome to attend the Commission meeting, but are not allowed to make a presentation to the Commission. However, if the Commission deems necessary, five minutes shall be allowed to respond to specific questions. Based on this information staff has invited past applicants to attend the EDC meeting in which their grant application will be evaluated. Staff would encourage the Commission to ask appropriate questions to the applicants that choose to attend once information from staff is provided to the EDC concerning the proposal.

Please be aware that nowhere within the statute or the application material does it require that special consideration be placed on those activities that may involve people staying the night in Roseburg hotels. It is staffs opinion, that tourism proposals that draw people to the Roseburg area even for just a few hours can have a significant impact on current and future economic activity within the City. Our hope is that projects/events in which the EDC chooses to fund will help to draw people here and get them to return again. Projects and events that promote tourism but also have a significant positive impact on our own community members should be given special consideration.

Staff would encourage you to consider how you look to fund new or struggling events trying to establish themselves on an annual basis that may or may not generate a profit. In addition, we encourage you to determine how you may assist well established successful events that speak to the character of our community which may or may not generate a profit and how tourism funding may benefit these activities.

Staff's hope is that we can better utilize the current tourism funding we have by re-defining these parameters. Based on discussion and possible decisions from the Commission updates to the Tourism Grant Program application packet may occur.

ATTACHMENTS
  #1 – Tourism Grant Program Application Packet
  #2 – State Statute Tourism Definitions
TOURISM GRANT PROGRAM

PROCESS

1. Depending upon availability of funds, the Economic Development Commission considers applications for tourism related events or projects each spring and fall. Notice of grant availability is disseminated through the City's website, the Roseburg Visitors Bureau and local news media.

2. Applications must be submitted to the Community Development Department located at City Hall, 900 SE Douglas, Roseburg, OR 97470 by 5:00 p.m. on the advertised submission closing date of December 10, 2018. Any application submitted after this date shall not be considered.

3. After the closing date, a review team shall evaluate all applications for compliance with the City's tourism goals.

4. The review team shall forward all applications and recommendations for funding to the City's Economic Development Commission for consideration at their meeting on January 8, 2019.

5. Applicants shall be notified as to the status of their application. Those that successfully pass the initial screening are welcome to attend the Commission meeting. It is important that the application provide all necessary information to support the grant request. Applicants shall not be allowed to make a presentation to the Commission; however, if the Commission deems necessary, five minutes shall be allowed to respond to specific questions.

6. Upon completion of the Commission review, applicants shall be notified as to grant award or denial.

7. Successful applicants will be required to enter into a personal services agreement with the City of Roseburg. In most circumstances, insurances are required to comply with this agreement. Those are:

- **Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than $2,000,000 combined single limit per occurrence, with an aggregate of $4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to the CITY, and expressly provide that the interest of the CITY shall not be affected by CONTRACTOR’s breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by the CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims-Made policies will not be accepted.

- **Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than $1,000,000 for bodily injury or property damage.
• **Liquor Liability Insurance.** Should an event include the provision of alcohol, the CITY shall be named as an insured for liquor liability in the amounts listed under Commercial General Liability and listed as a separate line item on the certificate. Proof of liquor liability insurance with the City as an insured must be provided prior to contract execution and release of grant funds.

8. Upon completion of the event or project for which a grant is awarded, the applicant shall submit a financial statement and report to the City. This written report shall include attendance information and statistics regarding out-of-town visitors attracted to Roseburg as a result of the grant. Examples of reports are attached.

9. In the event that awarded funds are not completely used for the project intended, it is at the discretion of the Economic Development Commission to request the funds be returned to the City of Roseburg or allocated to be used for seed money for a subsequent year’s project.
HOTEL/MOTEL TOURISM GRANT PROGRAM

INSTRUCTIONS

1. Applications will not be considered if the instructions or format are not followed or they are submitted after the published deadline.

2. Applications must be typewritten and all portions and requirements of the application must be completed, if only to note that it may not be applicable.

3. Applications must be complete with budget and signatures of the Applicant representative and any co-sponsors. The Applicant representative shall be responsible for executing the services agreement with the City of Roseburg and providing the required insurance certification and taxpayer identification.

4. Applications shall only be considered from:
   • registered businesses (Roseburg registration may be filed after grant award);
   • registered 501(c)(3) organizations;
   • other 501(c) tax exempt organizations; or
   • governmental entities

5. The following is a partial list of activities that are not eligible for grant consideration:
   • Funds to cover general administrative costs
   • Funds to cover operational expenses
   • Commercial or for-profit organizations requesting funds for capital improvements or projects
   • Projects/Events promoting tourism outside the greater Roseburg area. Exception: if the even can demonstrate how the Roseburg area will benefit, an application can be submitted for consideration.
   • Projects/Events directed at the residents of Roseburg
   • Applicants who did not complete required reporting for any previously awarded grant.

6. The Commission typically receives $40,000 annually for tourism purposes. Any grants of $5,000 or more approved by the Economic Development Commission must also receive approval from the Roseburg City Council.

7. Extra consideration shall be given to projects that will increase during tourism off-season (Labor Day through Memorial Day) and long-term capital projects with a life expectancy of at least ten years.

8. The City reserves the right to reject any and all applications.
TOURISM GRANT APPLICATION
CITY OF ROSEBURG ECONOMIC DEVELOPMENT COMMISSION
900 SE Douglas, Roseburg, OR 97470
(541) 492-6750
Session: Winter 2018

Attach additional material as deemed necessary to provide full information regarding your project/event.

A. Objectives of the Project

B. Target Market or Audience - How and where will this be promoted?

C. Project Strategy
D. Describe how the project will fulfill the City's objectives to increase tourism by funding tourism promotion or tourism related facilities.

1. Tourism promotion means advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists.
2. Marketing special events and festivals designed to attract tourists.
3. Tourism related facility means a conference, convention or visitor information center or a capital project that has a substantial purpose of supporting tourism or accommodating tourist activities.

E. Describe how this project/event may showcase the Roseburg area and provide other economic benefits to the community aside from tourism.
F. Grantee will be required to provide a written report as to the success of the grant. Part of this report will include information on how many people visited Roseburg as a result of the project. Describe in detail how the applicant intends to garner this information.
AMOUNT REQUESTED: $________
Grant Application ___

PROJECT/EVENT NAME __________________________________________

APPLICANT ORGANIZATION _______________________________________

______ Governmental Entity ______ Non-Profit Organization ______ Business Enterprise

ADDRESS ______________________________ PHONE ________________

E-MAIL ADDRESS ______________________________________________

RESPONSIBLE PARTY ___________________________________________

CO-SPONSORS (if applicable) ______________________________________

DESCRIPTION OF PROJECT/EVENT __________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

________________________________________________________________

Have you previously applied for funding from the City?
Yes ______ No ______ If so, when? ____________ How much was granted? ____________

Applicant Typed Name and Signature (This person shall be responsible for contract execution.)

Date ____________________________

Co-Sponsor Typed Name and Signature

Date ____________________________

Co-Sponsor Typed Name and Signature

Date ____________________________
**BUDGET PROPOSAL**

**AMOUNT OF FUNDING REQUESTED:** __________________________

**PROJECT/EVENT NAME:** ________________________________

**DATE OF PROJECT/EVENT** _____________________________

Do you charge for attendance?  Yes _____  No _____  If yes, how much? __________________

Expected attendance ________________  Expected attendance revenue ________________

Other Revenues (Without City funds)- Please List

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</table>

Total Non-Tourism Funds ____________________________

**Estimated Expenses**

- Materials and Supplies ____________________________
- Labor Costs ____________________________
- Advertising ____________________________
- Capital Outlay ____________________________

Total Expenditures ____________________________

Net Income/(Loss) Without City Participation ____________________________

**City Funding Request**

Explanation for requested amount (specifically delineate the materials, supplies, labor, advertising and capital outlay expenses, if applicable.)

<p>| |</p>
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</table>
MURAL BUDGET PROPOSAL (if applicable to application)
Any grant application for a mural must be accompanied by a rendering of the proposed mural

MURAL LOCATION: ______________________________________________________

PROPERTY OWNER: ______________________________________________________

ESTIMATED DATE OF COMPLETION: _______________________________________

Other Revenues (Without Tourism Funds)
Please List

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Total Non-Tourism Funds

Estimated Expenses

Materials and Supplies

Labor Costs

Other

Total Expenditures

Net Income/(Loss)
Without Tourism Participation

Tourism Funding Request

Explanation for requested amount: _______________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
INTERNAL USE ONLY
To be Completed by Review Team
Provided to Applicant for Informational Purposes Only

EVALUATION GUIDELINES
HOTEL/MOTEL TAX APPLICATION

Project/Event Name: ____________________________________________

Sponsor: _______________________________________________________

Amount Requested: ______________________________________________

Date of Project/Event: ___________________________________________

Based on the points noted, designate points earned for each individual criterion:

<table>
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<th>NO</th>
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</thead>
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<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>Will this attract tourists for an overnight stay?</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>0</td>
</tr>
</tbody>
</table>

| 2.  |    |
| Will this attract tourists from more than 50 miles away? |
| 20  | 0  |

| 3.  |    |
| Will this increase tourism revenues in the off season (Labor Day thru Memorial Day)? |
| 20  | 0  |

| 4.  |    |
| Will tourist results be sufficiently tracked? |
| 20  | 0  |

| 5.  |    |
| Is this the first request for funding for this event or project? |
| 10  | 0  |

TOTAL POINTS ______

EXTRA POINTS FOR LONG TERM CAPITAL INVESTMENT
If this is a capital project, does the project have a useful life of 10 years or more?

Minimum points required to be considered for funding – 75
Note: Attaining minimum points does not guarantee grant award.
MARKETING/PROMOTIONS - City of Roseburg Tourism Grant

Listed in the table below are the media resources we used to market (Event Name) 50 miles out of Roseburg.

We collected demographic statistics at the door for all participants. The results are:

<table>
<thead>
<tr>
<th>Total numbers banded at the door (All of Douglas County except for Reedsport)</th>
<th>Central Douglas County</th>
<th>Coast</th>
<th>Other Oregon Locations</th>
<th>Out of State</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,209</td>
<td>1,079</td>
<td>5</td>
<td>86</td>
<td>39</td>
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</tbody>
</table>

**NOTE** - Numbers do not include our vendors which were from Bend, Portland, Washington, Northern California and other locations in Oregon outside of Douglas County. This would increase our out of area participants by approximately 20.

Both the Holiday Inn Express and the Hampton Inn offered special rates for the event. The Holiday Inn Express recorded 5 reservations for the weekend for participants. The Hampton honored the rate but did not collect reservation statistics.

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>E-MAIL</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Oregon Growler</td>
<td>541-871-1242</td>
<td>oregonbeergrowler.com</td>
<td>Discounted rate of $750 for three months</td>
</tr>
<tr>
<td>Rachel Miller, Manager - Destination Marketing and Branding, Roseburg Area Chamber of Commerce</td>
<td>541-672-9731 x24</td>
<td><a href="mailto:sales@visitroseburg.com">sales@visitroseburg.com</a></td>
<td>No cost: Put on on-line calendar as well as community calendar</td>
</tr>
<tr>
<td>Southern Oregon Magazine - Leslee Ryerson</td>
<td>541-840-4450</td>
<td><a href="mailto:leslee@southernoregonmag.com">leslee@southernoregonmag.com</a></td>
<td>Discounted rate of $750 for three months press release and calendar Banner ads and Facebook opportunities at a cost</td>
</tr>
</tbody>
</table>
| 1859 Magazine - Fletcher Beck | 541-915-6219 | fletcher@1859magazine.com | $250 for three months of banner ads on their website. No cost:  
- Explorer Guide in Print Magazine  
- On-Line Press release - put on calendar on website |
| NPR - Jefferson Public Radio - Soleil Rowan Audience Services Coordinator |  | rowans@sou.edu jprinfo@sou.edu | No cost: JPR Community Calendar - online community calendar on website at |
### Community Calendars:
- KMTR
- KVAL
- KPIC

### Oregon Habitat for Humanity
- Email: jolynn@habitatoregon.org
- No cost: Put in Newsletter and on Website

### Radio Medford:
- Jim Rose
- Eric Swanson
- Brian Fraser
- Director of Sales
- Opus Broadcasting
- KROG-KCNA-KRVC-KRTA-KEZX
- Address: 511 Rossanley Drive, Medford, OR 97501
- Contact: Brian@OpusRadio.com

<table>
<thead>
<tr>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>541-772-0322</td>
</tr>
<tr>
<td>(f) 541-772-4233</td>
</tr>
</tbody>
</table>

### Coos Bay Radio:
- Lee Taft
- 541-267-2121

**$250 package deal for a full week of radio spots.**

**$500 package deal for a full week of radio spots.**

[tiapr.org](http://tiapr.org) where all events can be posted and accessed by the public. Not-for-profit events are sometimes selected from the community calendar.
On Saturday, February 7, 2015, Roseburg Parks & Recreation held their fifth annual geocache event. The event was the initial 'kick off' for people to begin the 'Discover Roseburg / Land of Umpqua' geocache challenge which involves locating 20 sites (using a hand-held GPS unit), then correctly answering a question related to each site. After locating the sites and answering each question, participants return their completed 'passport' and are awarded a 'Discover Roseburg / Land of Umpqua' geo-coin.

The Roseburg Visitors and Convention Commission awarded the Parks & Recreation Division a $1,400 grant for the geocache program. Most of the $1,400 grant award funds went to the cost of having 200 geo-coins minted. The objectives of the geocache series are to increase the number of visitors to Roseburg, particularly through the winter months, and also to provide a healthy recreational opportunity.

All of the previous years have seen an attendance of about 125 participants, other than one year when a bad snowstorm kept visitors from the northern part of the state from attending. This year’s event drew approximately 128 attendees. As of June 15th, 137 passports have been returned. From the passports received up to this time, key notes include:

- Participants came from more than 27 cities located further than 50 miles from Roseburg.
- The participants who traveled the farthest were from Kennewick, WA.
- There have been at least 48 nights of stay in local hotels (90+ individuals).
- 68% of participants learned of the event on the internet (geocaching.com).
- More than 130 individual comments have been posted on the geocaching.com event page.
- Age range of participants was fairly evenly distributed, except slightly higher in the 41-50 and the 61-70 age groups.

Considering the lodging, fuel, and restaurant / snack sales associated with the visitors, it's estimated the 2015 geocaching event has brought more than $10,000 to Roseburg. It is also important to note that many geocachers will continue to come to Roseburg to complete the challenge and earn a geo-coin, and will do so until the coins are gone.

The Roseburg Parks & Recreation Division is grateful for the grant funding awarded by the Visitors & Convention Commission, without which the geocache event would not be possible. Thanks also goes to: The Hampton Inn of Roseburg and the Roseburg Visitor Center for their continued support of the program.
GeoCache Event Statistics
Passport Information June 2015

Location

Washington – 8
Michigan- 1
Douglas County- 51
Other Oregon Locations – 76
International - 1

Age Range

0-10   5
11-20  12
21-30  12
31-40  22
41-50  27
51-60  25
61-70  27
71-80  10
Didn’t Answer  2

How They Found Out About Event

Internet    92
Friend      32
Other       13

Total Number of Passports Returned

137 Passports
(as of June 15, 2015)
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<tr>
<th>Hometown Zip Code</th>
<th>Hometown</th>
<th>How did you hear</th>
<th>Other Defined</th>
<th>Nights Stayed</th>
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Oregon Revised Statutes (Transient Lodging Taxes)
320.300 Definitions for ORS 320.300 to 320.350

(6) “Tourism” means economic activity resulting from tourists.

(7) “Tourism promotion” means any of the following activities:
   (a) Advertising, publicizing or distributing information for the purpose of attracting
       and welcoming tourists;
   (b) Conducting strategic planning and research necessary to stimulate future
       tourism development;
   (c) Operating tourism promotion agencies; and
   (d) Marketing special events and festivals designed to attract tourists.

(8) “Tourism promotion agency” includes:
   (a) An incorporated nonprofit organization or governmental unit that is responsible
       for the tourism promotion of a destination on a year-round basis.
   (b) A nonprofit entity that manages tourism-related economic development plans,
       programs and projects.
   (c) A regional or statewide association that represents entities that rely on tourism-
       related business for more than 50 percent of their total income.

(9) “Tourism-related facility” means:
   (a) A conference center, convention center or visitor information center; and
   (b) Other improved real property that has a useful life of 10 or more years and has a
       substantial purpose of supporting tourism or accommodating tourist activities.
ROSBURG ECONOMIC DEVELOPMENT COMMISSION
DISCUSSION ITEM SUMMARY

Date: February 19, 2019
To: Economic Development Commission
From: Stuart Cowie, Community Development Director
Subject: EDC Commission Size

ISSUE STATEMENT AND SUMMARY
The purpose of this discussion item is to talk about the size of the Economic Development Commission (EDC) relating to the number of members currently required as part of the Roseburg Municipal Code. The EDC was re-organized in 2013, when the Visitors and Convention Commission was abolished and absorbed into the EDC. It was determined at that time that both commissions were typically addressing the same issues and that it would be more effective to combine the two rather than to have them meet separately.

Ordinance 3420, which is attached to this summary, indicates those changes and identifies the purpose of the EDC, its’ duties and responsibilities, as well as the organization of the commission. In order to make it possible for commissioners from each previous commission to still participate the organization of the new EDC was set at ten members including the Chair.

The EDC has operated in this capacity for the last five years. The result of a ten member commission poses challenges when trying to effectively obtain a quorum. Often we have struggled to do so with the EDC within the last year. EDC Chairman Ryan and Staff are proposing that the EDC consider decreasing the size of the commission from ten members to seven members to be more reflective of the size of the other City commissions.

We would recommend that of the seven members, one would be a member of Council, appointed by the Mayor to serve as Chair of the Commission. At least five of the members would need to be residents of the City and any member not residing in the City would need to reside within the City’s Urban Growth Boundary.

Please be prepared to discuss the options for possible Commission reduction. A change would require code amendment which would require Council action.

ATTACHMENTS
#1 – Ordinance 3420
ORDINANCE NO. 3420
AN ORDINANCE AMENDING ROSEBURG MUNICIPAL CODE CHAPTER 2.18 REGARDING THE ECONOMIC DEVELOPMENT COMMISSION

WHEREAS, the Visitors and Convention Commission will be abolished through the adoption of Ordinance No. 3419 effective January 1, 2014; and

WHEREAS, the Council has determined it would be appropriate for the Economic Development Commission to assume the responsibility of promoting the City's economic vitality by encouraging participation in local events and community activities, as well as other responsibilities previously assigned to the Visitors and Convention Commission;

NOW THEREFORE, IT IS HEREBY ORDAINED AS FOLLOWS:

SECTION 1. Roseburg Municipal Code Section 2.18.020 is hereby amended to read as follows:

2.18.020 Purpose. The purpose for the creation and continued existence of the Commission is:

A. To create an awareness both in the public and private sectors of the City of the need for and the encouragement of effective community development.

B. To encourage cooperation between the public and private sectors of the City to provide effective community economic development and tourism promotion programs, the goals of which shall include, but not be limited to:
   1. To attract not only new job-producing businesses and enterprises to the City and its environs, but to retain and expand existing ones;
   2. To seek and obtain cooperation between the public and private sectors of the community and achieve the purposes and goals outlined herein;
   3. To serve in an advisory capacity to the Council and the various departments which deal with development programs, particularly as to long-range programs which affect the economic interests of the City and its inhabitants.

C. To provide a forum for evaluating and overseeing use of City's transient room tax revenues for programs and events designed to provide enjoyable, pleasurable and recreational opportunities to local residents and visitors; to promote Roseburg as a tourist destination and to promote economic vitality by encouraging participation in local events and community activities.

SECTION 2. Roseburg Municipal Code Section 2.18.030 is hereby amended to read as follows:

2.18.030 Duties--Responsibilities. The duties and responsibilities of the Commission shall include, but not be limited to, the following:

A. Evaluate the City's existing programs and improvement projects, including the City of Roseburg Visitors and Convention Bureau's programs designed to attract visitors and promote
tourism and economic vitality, and make recommendations to the Council and the City Manager for the continuance, discontinuance or modification of the same.

B. Receive input and review funding requests, including use of the City's transient room tax revenues when appropriate, from the general public regarding tourism promotion and the economic betterment and improvement of the City and make reports and recommendations thereof to the Council and City Manager.

C. Recommend to the Council and the City Manager ways and means for improving economic development and tourism promotion for the City.

D. Seek to develop and coordinate close communications and relationships between the City government, chamber of commerce, private business and industries and interested citizens regarding economic development and tourism promotion.

E. When directed by the Council and within the resources available to the Commission, carry on comprehensive programs of economic development and tourism promotion.

F. Receive comments and suggestions from the general public and local businesses affected by tourism regarding special events and tourism promotion; and assist existing events and programs to achieve major event status by providing advice on event planning, advertising, fundraising and local regulatory and public safety requirements.

SECTION 3. Roseburg Municipal Code Section 2.18.040 is hereby amended to read as follows:

2.18.040 Organization of Commission. The Commission shall consist of ten members, one of whom shall be the Chair. At least six of the members must be residents of the City; three members may either be City residents, own property in the City or have a place of business in the City and one may be at large. Except for the Chair, members shall hold no other official capacity with the City.

SECTION 4. To ensure a smooth transition of commission responsibilities, the provisions of this ordinance shall become effective January 1, 2014. All other sections and subsections of Roseburg Municipal Code Chapter 2.18 shall remain in full force and effect as written.

ADOPTED BY THE ROSEBURG CITY COUNCIL ON THIS 16TH DAY OF DECEMBER 2013.

APPROVED BY THE MAYOR ON THIS 16TH DAY OF DECEMBER 2013.

LARRY RICH, MAYOR

ATTEST:

SHEILA R. COX, CITY RECORDER

ORDINANCE NO. 3420 - Page 2
ROSEBURG CITY COUNCIL
AGENDA ITEM SUMMARY

Visitor Service Contract Recommendation

Meeting Date: February 11, 2019
Department: City Manager
www.cityofrosburg.org

Agenda Section: Department Items
Staff Contact: C. Lance Colley
Contact Telephone Number: 492-6866

ISSUE STATEMENT AND SUMMARY

A. Background.
The City of Roseburg adopted a Hotel/Motel occupancy tax or Transient Occupancy tax (TOT) through a voter authorized Charter amendment in 1982. The initial tax was imposed at 5% as approved by voters, and was allocated to tourism promotion (35%), street lights, sidewalks, and signals (50%) and Economic Development (10%). The tax amount was increased to 6% in 1998, 7% in 2000 and 8% in 2002. Each of the Commission initiated increases was dedicated to tourism and economic development, ultimately resulting in a resource allocation percentage of 57.25% for tourist promotion, 32.89% for street lights/sidewalk/signals and 9.86% for economic development. Please see the attached history of the transient room tax.

The TOT has been imposed since 1982 and has been used primarily for tourism, economic development and infrastructure in accordance with the initial charter amendment and subsequent tax increases. In 2017-18 the amount allocated to our tourism contract with the Chamber of Commerce was approximately $600,000, up from $399,088 in 2012-13.

At your March 12, 2018 meeting, the Roseburg Visitor Center representative Rachael Miller provided Council with their annual update and report. At the conclusion of the presentation, Council requested that staff schedule a work study session regarding the contract.

In an effort to provide adequate information for a work session, staff requested that the EDC consider recommending that City Council authorize the use of $20,000 to hire an independent firm to evaluate existing tourism promotion, branding, advertising and marketing activities performed by the Chamber to determine if the City is getting the best value for its money. Council authorized the expenditure, however it was determined that the contract requirements for Visitor Services were outdated and a new scope of work and contract provisions would be a more appropriate mechanism to insure that the return on TOT investments could be assured.

B. Analysis.
The Chamber of Commerce has provided Visitor Services for many years and provided the City with a written extension of the current contract for an additional five years dated December 15, 2017. The contract outlines the terms and conditions of the contract and does not allow the City to modify the contract. There has not been contractual language that requires independent analysis of the performance of the contract and staff and the EDC agree that an
evaluation should take place. To modify the contract, it would require notice of termination in accordance with section 3.8 and development of a new contract for visitor services.

In performance of the contract the Chamber has agreed to focus its efforts on four main areas. These areas include: Outreach Marketing, Visitor Services, Group Travel Service & Support, and Industry Support. As stated within the contract the Chamber should determine its annual work plan, goals and objectives with regard to these four primary areas considering industry trends and local needs and opportunities.

The current tourism industry around the State of Oregon continues to expand, but is more and more reliant on local, regional and statewide coordination and cooperation. It is more reliant than ever on media, social media, diverse advertising and community brand awareness. Our current contract requirements are outdated and the reporting and evaluation system do not insure that visitor services are in line with current practices. Staff requests authorization to develop a new visitor center scope and proposed contract and advertise through a request for proposal process to identify the most appropriate provider of these services.

C. Financial and/or Resource Considerations.
Over the preceding five years, the City has collected $5.35 million in transient lodging taxes and provided visitor service contract payments of $2.7 million, an average of over $542,000 annually. The current contract requires that 90% of tourism related expenses be paid out for contract visitor services. As part of the RFP development and new contract recommendations, I anticipate a recommendation that would provide for an upper limit on the contract amount, subject to Council action, and that a spending program in excess of the limit be approved through the EDC and City Council.

D. Timing issues
The current contract has over four years remaining, however it is my recommendation that Council authorize notice to the Chamber of Commerce that the City will be providing the contractual 90 day notice of termination and advertising a request for proposal to select a tourism promotion provider. The termination notice to the Chamber of Commerce is in accordance with section 3.8 of the current agreement and is not a notice of termination for cause, therefore the Chamber of Commerce would be eligible to propose to continue to be the provider if selected through the request for proposal process.

COUNCIL OPTIONS
The City Council’s options are to:

1. Direct the City Manager to provide written notice to the Chamber of Commerce in accordance with section 3.8 of the personal services contract.
2. Decline to direct the City Manager to provide notice and retain the current personal services contract for visitor services.

STAFF RECOMMENDATION
Staff recommends the Council direct the City Manager to provide written notice to the Chamber of Commerce to terminate the current personal services agreement.
SUGGESTED MOTION
I move to direct the City Manager to provide written notice of termination of the current personal services agreement with the Roseburg Area Chamber of Commerce in accordance with section 3.8 of the agreement.

ATTACHMENTS
#1 - Visitor Services Contract
#2 - History of Transient Room Tax
December 15, 2017

Mr. Lance Colley
City Manager
City of Roseburg
900 SE Douglas Avenue
Roseburg, OR 97470

Re: Services Agreement

Dear Lance:

By this letter, the Roseburg Area Chamber of Commerce is exercising its option, under 1.2.1 Renewal Term of our current services agreement, to renew the Personal Services Contract between the chamber and the city beginning July 1, 2018.

Please let me know if you have any questions. Thank you.

Best regards,

ROSEBURG AREA CHAMBER OF COMMERCE

Debra L. Fromdahl
President & CEO

cc: Board of Directors
Roseburg Area Chamber of Commerce

To advocate for and be the voice of the business community in the greater Roseburg area.

To strengthen, enhance and protect our members through political advocacy, economical development, community promotion and member programs and services.
PERSONAL SERVICES CONTRACT

This contract is made and entered into this 14th day of April 2013 by and between the CITY OF ROSEBURG, an Oregon municipal corporation, hereinafter called "CITY," and the ROSEBURG AREA CHAMBER OF COMMERCE, an independent contractor, hereinafter called "CHAMBER."

RECITALS

SECTION 1. CHAMBER AGREES:

1.1 Purpose. The CHAMBER shall operate the Roseburg Visitors Center, provide visitor services and manage tourism destination promotion, advertising and marketing services more particularly set forth in this contract.

1.2 Term. Beginning July 1, 2013 and continuing thereafter until June 30, 2018, unless sooner terminated as provided herein, CHAMBER shall perform the services required by the contract.

1.2.1 Renewal Term. CHAMBER shall have the option to renew this contract for a renewal term of five additional years, beginning on the expiration of the initial term. To exercise this option, CHAMBER must give written notice of its intention to exercise the renewal not sooner than 360 days or later than 180 days prior to the expiration of the initial term. Contract terms and conditions during the renewal term including the right of termination shall be the same as set forth in this Contract, except for this right of renewal.

1.3 Services Provided. The CHAMBER will focus its efforts on four primary areas in performance of this Contract. These are:

Outreach Marketing—Communicating with potential visitors the reasons to visit the Roseburg area. Activities include print and broadcast media advertising, creation and distribution of printed promotional materials, digital and social media and attending trade shows.

Visitor Services—Providing information to visitors while they are in the Roseburg area including, maintaining Visitors Center exhibits and displays, informational brochures on local lodging, dining, attractions, events, experiences and activities. This shall also include social media activities.

Group Travel Service & Support—Increasing the number of group travel activities and opportunities including significant sporting/outdoor events, meetings and conferences through local outreach and promotion. Maintain Meeting Planner and supporting informational materials specific to group travel, provide support and facilitation and disseminate leads.

Industry Support—Working with local hospitality industry partners to ensure unified and cooperative effort for above three focus areas and, to ensure a collaborative
sharing of materials and information between Visitors Center and local hospitality industry. This also, includes maintaining affiliations and participation with regional and statewide visitor industry members.

The CHAMBER shall determine its annual work plan, goals and objects with regard to these four primary areas considering industry trends and local needs and opportunities. The CHAMBER shall also provide specific services and activities as follows:

1.3.1 General Provisions

A. Operational and contractual obligation issues of concern to CITY and CHAMBER will be discussed regularly and as they arise to reach a conclusion related to customer service and the implementation of this Contract.

B. CHAMBER's services under this Contract shall at all times align with general tourism industry standards and state tourism guidelines. The CHAMBER shall comply with state statutes and the CITY's municipal codes regarding the use of transient lodging tax dollars. Visitor services provided by the CHAMBER under this contract shall fulfill the mission to "market and promote the City of Roseburg and the surrounding area to draw visitors to our community and increases room-occupancy tax revenue.

C. The CHAMBER shall designate a staff member employed for the fulfillment of this Contract to serve as a resource or an ex officio member of the appropriate CITY Commission, as determined by the CITY. The designated staff member will attend all meetings of said Commission, as possible, or as requested by the CITY.

D. The name of the visitor services performed under this contract shall be Roseburg Visitors Center. The CHAMBER may determine the use of "Visit Roseburg," "Travel Roseburg," "Roseburg VCB," "Roseburg CVB" or other designations that may best align with current visitor industry trends. The CHAMBER may also use the "Land of Umpqua" brand. However, the CHAMBER shall at all times ensure the name "Roseburg" is prominent in all print, broadcast, digital and social media, website, brochures and other printed publications and collateral material created in the performance of this Contract. CHAMBER may add its name to said advertising, branding and promotional pieces to reflect joint endeavor.

E. A toll free number shall be maintained for visitor services and shall be advertised on publications.

F. The CHAMBER shall maintain a separate post office box address for the Visitors Center as advertised on current publications.

G. At a minimum, public hours for the Visitors Center shall be 9:00 a.m. to 5:00 p.m. daily, except weekends. In addition, from Memorial Day Weekend through
Labor Day Weekend, public hours shall be from 10:00 a.m. to 2:00 p.m. on Saturdays and Sundays, at a minimum.

H. The CHAMBER shall maintain a monthly visitor count report and quarterly report of general inquiries and information requests received.

I. Publications and services paid for with visitor/transient lodging tax dollars shall be provided at no charge to visitors and the general public.

J. The CHAMBER's annual Visitors Center/visitor services budget shall provide specifically for maintenance, repair, upgrading, replacement and purchase of exhibits, equipment, displays and other items designed for use in the Visitors Center ("Exhibits"). Any and all Exhibits purchased through these funds shall be and remain property of the CITY. All Exhibits purchased before October 2006 are and shall remain the property of the CHAMBER/Chamber Foundation.

K. The Visitor's Center's portion of the general operational costs of occupying and maintaining the facility will be paid from CHAMBER's annual Visitors Center/visitor services budget. The CHAMBER shall be responsible for its own operational costs and its portion of costs associated with occupying and maintaining the facility. Any and all capital improvements to the premises shall be and remain property of the CITY.

1.3.2 Affiliations. CHAMBER staff hired specifically to fulfill the obligations and duties of this Contract shall have memberships in and affiliations with relevant regional and statewide industry organizations. Staff shall participate in said organizations and attend industry conferences and events as deemed appropriate for the advancement of the visitor services program.

1.3.3 Promotions/Advertising/Marketing. The CHAMBER shall:

A. Develop and maintain mutually-beneficial working relationships with local hospitality industry members. Maintain visitor brochures and other print materials to local visitor destinations and industry partners.

B. Create and distribute a monthly e-newsletter.

C. Provide annual hospitality/customer service training for area businesses and citizens before the beginning of the tourist season.

D. Continue Familiarization (FAM) Tours for Visitors Center volunteers.

E. Maintain a file of tear sheets of advertising placed in various publications by contract year.

F. Regularly distribute promotional articles suitable for printing in out-of-the-area newspapers and magazines which promote the Roseburg area as a destination.
G. Develop cooperative working relationships with other groups and organizations in Douglas County to attract visitors to county areas beyond Roseburg. However, the primary emphasis of this program shall remain to bring visitors to the immediate Roseburg area.

H. Maintain and regularly update a website serving the local hospitality industry and targeting visitors. Information on the website shall include, but not be limited to: lodging, meeting accommodations, dining, attractions and events. Such website will be linked to the CITY website and other relevant local websites. The CHAMBER may use such social media as Facebook and Twitter to promote Roseburg as a tourist destination and to promote local events and activities.

1.3.4 Visitor-Related Attractions/Events. The CHAMBER shall provide:

A. Technical assistance and support for local institutions and organizations, including outreach marketing for special events and attractions for visitors in and around Roseburg that attract overnight visitors to Roseburg area motels.

B. Cooperative advertising and printing expenses, to be matched by group promoting the event and assistance with issuing promotional news releases, when appropriate.

1.3.5 Group Travel Prospecting & Assistance. The CHAMBER shall, whenever reasonably possible, solicit group travel relating to athletic events, meetings, conferences and seminars of size and type that can be accommodated in Roseburg. Visitors Center staff shall work directly with group, meeting and event planners by providing information on meeting places, lodging, banquets, entertainment and recreational opportunities. An inventory of materials, supplies and services available to groups meeting in the City of Roseburg shall be maintained and regularly updated. Assistance shall be provided to said groups and a master calendar of group meeting, events and activities will be maintained and, at a minimum, be made available electronically. The CHAMBER will make every effort to expand the size and scope of the market area for group activities, events and meetings.

1.3.6 Staffing. The CHAMBER shall have sole authority to hire full-time and part-time staff dedicated to the Visitors Center operation and to providing visitor services, promotion and destination marketing activities required under this Contract. The CHAMBER’s staffing expenses under this Contract shall not exceed 35% of the total annual Visitors Center/visitor services operations budget.

Should the position of the CHAMBER’s senior staff member, employed for the purpose of this Contract, become available during the term of this Contract, the City Manager will have the opportunity to review the list of applicants for the open position and advise the CHAMBER’s president/CEO of any potential conflicts between the CITY and potential candidates.
1.4 Reporting

1.4.1 Monthly Report. The CHAMBER shall provide a monthly report to the CITY regarding Visitors Center/visitor services operations. At a minimum, the report shall include: year-to-date financials reflecting operations budget versus actuals, monthly visitor count, website activity, general operations and staff activities report, Visitors Center hours of operation, media coverage, materials distribution and support services. General inquiries and visitor information requests may be reported on a quarterly basis.

1.4.2 Annual Report. The CHAMBER shall provide an annual written report to the CITY which will include, at a minimum:

1. Previous year’s goals and objectives;
2. Affiliations and participation with regional, state and national industry organizations;
3. List and fulfillment status of specific requirements identified under this Contract;
4. Visitor services statistics—print materials distributed, visitor counts, website activity, social and digital media, phone and email contacts.
5. Annual Visitors Center/visitors services operations budget versus actual.
6. Update on e-newsletter Visitor and Community News.
7. Promotion and print materials produced in previous year;
8. Service and support provided to local hospitality industry members, organization and visitor events and activities;
9. Specifics relating to out-of-area destination marketing and advertising campaign, including niche marketing;
10. General media plan statistics including number of impressions, web hits and web visits, with sampling of print and digital ad placement and broadcast TV campaign;
11. Report on articles and editorials resulting from marketing/advertising campaign;
12. Results of surveys, studies and/or research projects undertaken to evaluate ongoing marketing, advertising and branding activities; and,
13. Results of periodic ad conversion studies conducted.

The CHAMBER shall present the annual report to the City Council on a date and time agreed to by the CITY and the CHAMBER, but no later than March 31st each year.

1.5 Finances.

1.5.1 An audit of the CHAMBER's Visitors Center/visitor services operation's accounting and business records shall be conducted annually by an independent certified public accounting firm. A copy of the audit shall be delivered to CITY's City Manager.

1.5.2 The CHAMBER shall maintain the Visitors Center/visitors services operations funds—checking and money market accounts—separate from CHAMBER operations fund and other CHAMBER accounts. The CHAMBER requires two signatures on all
its checking accounts. The primary signatories are the CHAMBER president/CEO and board treasurer. Other designated signatories are the CHAMBER board chair and vice chair.

1.5.3 CHAMBER will provide CITY a monthly financial statement reflecting year-to-date budget versus actual expenditures for the Visitors Center/visitor services operation.

1.6 Expenditures and Conditions. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CHAMBER only with the prior written approval of CITY's City Manager.

1.7 Workers Compensation Insurance. CHAMBER, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

1.8 Insurance Requirements. At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the CITY 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

1.8.1 Commercial General Liability. Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than $2,000,000 combined single limit per occurrence, with an aggregate of $4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the
interest of the CITY shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

1.8.2 Automobile Liability Insurance. At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain “Symbol 1” automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than $1,000,000 for bodily injury or property damage.

1.9 Books and Records. CHAMBER shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.10 Availability. CHAMBER shall be available for meetings, discussions and program reviews with sufficient notice.

1.11 Assignment. The responsibility for performing CHAMBER’s services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CHAMBER to a third person without the prior written consent of CITY.

1.12 Compliance with Laws. At all times during the term of this contract, CHAMBER shall comply with all federal, state and local laws, including the Standard City Contract Provisions attached hereto as Exhibit A and incorporated herein by this reference.

1.13 Health Hazard Notification. Contractors who are hired to perform work for the CITY involving the need to control hazardous energy or enter confined spaces will be informed of CITY programs and the associated hazards of which CITY staff is aware. The notification is not designed to take over the contractor’s safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.

SECTION 2. CITY AGREES:

2.1 CITY will pay CHAMBER an annual amount equal to 90% of 57.25% of the transient room tax receipts. This amount shall be paid in quarterly installments pursuant to Section 2.2. All other transient room tax receipts shall be retained by CITY and/or expended directly by CITY at its discretion in accordance with applicable law and such tax receipts shall not be subject to this Contract.

2.2 During the length of the Contract, CITY agrees to pay CHAMBER quarterly within ten days of October 31, January 31, April 30 and July 31. (These dates coincide with the tax payment schedule.) In the event of termination as provided herein, such payment(s) shall be pro-rated through the date of termination and paid on or before the date of termination.
SECTION 3. BOTH PARTIES AGREE:

3.1 Independent Contractor. CHAMBER is an independent contractor. The manner in which it performs the services herein shall be controlled by CHAMBER; however, CITY shall specify the nature of the services and the results to be achieved. CHAMBER is not to be deemed to be an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved in writing by CITY'S City Manager.

3.2 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of CITY's obligation under this subsection is limited to CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

3.3 Arbitration. Any controversy regarding the language or performance of this contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 33.210 et seq. or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney's fees, to either or both parties.

3.4 Attorney Fees. If any arbitration, administrative proceeding, action or appeal thereon is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.5 Ownership and Use of Documents or Equipment Purchased. In whatever form they may be produced or stored, any documents or publications prepared or equipment and software purchased in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CHAMBER shall be permitted to retain copies, including reproducible copies, of such documents. CHAMBER shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose; however, CHAMBER shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CHAMBER is consulted and offers a professional opinion that the use contemplated is appropriate.

3.6 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:
3.7 **Applicable Laws.** The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.8 **Termination Clause.** Except where this Contract expressly allows a shorter termination notice, without cause either party may terminate this agreement upon 90 days prior written notice to the others.

3.9 **Merger and Substitution.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. The parties intend this contract to substitute the existing contract and Amendments. Such substitution shall occur simultaneous to the effective date of this contract. Any amendments to this contract shall be in writing and executed by both parties.

CITY OF ROSEBURG

[Signature]

C. Lance Colley, City Manager

Dated: 04/11/13

ROSEBURG AREA CHAMBER OF COMMERCE

[Signature]

Debra L. Frømdahl, President/CEO

Dated: 04/11/2013

Sheila R. Cox

City Recorder
EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS FOR PROFESSIONAL/PERSOAL SERVICES

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for professional/personal services between the City of Roseburg and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section:

(a) "nonresident contractor" means a contractor that is not a resident contractor.

(b) "resident contractor" means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract; has a business address in this state; and stated in the bid or proposal for the Contract that it was a "resident bidder" under ORS 279A.120.

2.2 For the purposes of awarding the contract, the City will:

(a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

(b) add a percent increase to the bid of a non-resident bidder equal to the percent, if any, of the preference given to the contractor in the same state in which the contract resides.
2.3 If the Contractor is a nonresident contractor and the public contract price exceeds $10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from recycled materials if:

(a) The recycled product is available;

(b) The recycled product meets applicable standards;

(c) The recycled product can be substituted for a comparable nonrecycled product; and

(d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220: The Contractor shall:

4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision, agency or employee thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

5. SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225: If the Contract will include lawn and landscape
maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

6. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

6.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

6.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than $500,000 each accident shall be included.

7. **HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public contracts for goods or personal property.

7.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

(a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

(b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

7.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

7.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.
8. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240:** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

9. **HIGHEST STANDARDS – ORS 279B.060:** By entering into the contractor, Contractor agrees the services provided shall meet the highest standards prevalent in the industry or business most closely related to the services to be provided.

10. **CONSEQUENCES FOR FAILURE – ORS 279B.060:** Contractor understands that failure to provide services which meet the highest standards in the industry may result in consequences including, but not limited to:

    (a) reducing or withholding payment;

    (b) requiring the Contractor to provide, at Contractor's own expense, additional services identified in the scope of work to meet the established performance standards; or

    (c) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.

11. **COMPLIANCE WITH LAWS:** Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.
HISTORY OF TRANSIENT ROOM TAX

- The Charter Amendment placed on the June 29, 1982, ballot read:

AMENDMENT TO THE MUNICIPAL CHARTER OF THE CITY OF ROSEBURG

Charter Amendment for Transient Room Tax

QUESTION: Should the Roseburg Charter be amended to provide a means to tax occupants of hotels and motels?

PURPOSE: The proposed amendment will allow the City of Roseburg to tax occupants of hotels and motels. The funds generated from this tax will be used for street lighting, signals, sidewalks, economic development activities and the promotion of tourism. It is anticipated that a portion would be retained by the hotel-motel owners for the administration costs in collecting the tax.

- Section XIX of Ordinance No. 2366, adopted July 26, 1982, following election approval, is the original ordinance providing for the tax which read:

“All revenues received from the tax shall be deposited into a special fund known as the Transient Room Tax Fund. Of the total monies collected, five percent (5%) to be withheld by operator, as provided in Section VII(3). Thirty-five percent (35%) for tourist promotion through the Tourist Promotion Bureau and fifty percent (50%) for street lights, signals and sidewalks and ten percent (10%) for economic development. All administrative costs incurred by the City of Roseburg in administering and enforcing this fund shall be borne by the Transient Room Tax Fund.”

(Note: the tax rate and distribution formula, obviously, did not appear in the ballot measure. These were recommended by a study subcommittee, supported by the Chamber of Commerce and adopted by the City Council and used to promote passage of the charter amendment. Thus, their inclusion in the implementation ordinance.)

- Ordinance No. 2515, adopted June 23, 1986, amended the appropriation section to refer to only that portion of the taxes received by the City (i.e. excluded the portion to be kept by operators because that was provided for in another section). This changed the percentages then slightly. Thus, the section then read:

“All transient room tax revenues received by the City shall be deposited in the transient room tax fund. Of the tax revenues received by the City, after deducting the city’s cost of administration and enforcement of the tax, 36.84% shall be used for tourist promotion, 52.63% shall be used for street lights, signals and sidewalks; and 10.5% shall be used for economic development.”
- **Ordinance No. 2611, adopted April 25, 1998**, increased the rate to 6%, thus the appropriation section read:

  "All transient room tax revenues received by the City shall be deposited in the transient room tax fund. Of the tax revenues received by the City, 16.66% shall be for tourist promotion, and the remaining 83.34%, after deducting the city's cost of administration and enforcement of the tax, shall be used as follows: 36.84% for tourist promotion, 52.63% for street lights, signals and sidewalks; and 10.5% for economic development."

**The Section pertaining to withholdings by the motel operators was changed to read:**

"The operator may withhold five percent of 80% of the tax to cover the expense of collecting the remitting the tax." The "of 80%" was new language.

- **Ordinance No. 3065, adopted April 10, 2000**, increased the rate to 7% effective 7/1/00 at the request of the Economic Development and Visitors and Convention Commission.

The additional 1% was then distributed 70% for tourism; 25% for economic development; and 5% for the hotel/motel operators. Therefore, the distribution of the overall tax went as follows: 35.71% for streetlight/sidewalk; 10.71% for economic development; 48.58% for tourism; and 5% for the motel/hotel operators.

- **Ordinance No. 3081, adopted November 13, 2000**, required distribution of a portion of the economic development portion of the funds to be used for a small business development revolving loan program account.

- **Ordinance No. 3108, adopted March 25, 2002**, increased the rate to 8% effective April 1, 2002, to fund an event sales/convention coordinator. Change resulted in the following (current) distribution.

  57.25% for tourist promotion; 32.89% for street lights/sidewalks/signals; 9.86% for economic development.

In 2003 the State of Oregon added a 1% statewide tax which is dedicated to the State Visitor function. Therefore, Roseburg visitors pay a total of 9%