

*City of Florence*  
**A City in Motion**  
**Marketing Partners**

*Working together to promote Florence*



# SERVICES TO BE PROVIDED

*The scope of services that the Chamber shall provide is as follows:*

## **#1 - Marketing and Visitor Promotion Activities**

*Chamber shall provide all functions, literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the City of Florence as a destination for tourism.*

- Chamber Visitor Guides and Directories for Visitors & Relocation Packets, Visitor Center Guests and Chamber business distribution – 6,000.
- Chamber Website has over 69,000 new users and 168,000 page views in the last 12 months. Website provides transportation, activity, lodging and events info.
- Travel Lane County reports – Page views for this fiscal year are up 8% for all our pages with “Florence” anywhere in the URL path. On our digital pay-per-click results, **Florence is drawing the second largest number of clicks after Eugene, at 15% of our PPC clicks (taken from November report).**
- Marketing Team – Leveraging stakeholders and working together to build branding and marketing cohesiveness.

**•TRT and Tourism Revenue are both up 15% from 2016 to 2018.**





This fiscal year the Chamber will...

- Achieve est. 10-12 million advertising impressions from Vancouver, WA, to Northern California—***an increase of 1 million over last year*** and about 2.5 million since we started.
- Includes online banner ads, TV commercials, radio commercials, retargeting ads, social media, and traditional tourism-based print media.
- Gain an ***estimated \$50,000 - \$60,000 in earned media***/news coverage/PR value—an increase of \$30K - \$40K since we started.

NOTE: Anecdotal reporting by key local lodgings indicates that as we have advertised to the Portland metro and I-5 corridor north of Eugene we have seen an increase of visitors from those areas.

## **#2 - Management and Administration**

*Management and administration of the Visitor Center located in the City of Florence. The Chamber shall provide all necessary staff, volunteers, materials and services to meet with visitors, dispense information regarding the area, develop necessary informational programs and coordinate with associated agencies and entities.*

- **The Chamber's Visitor Center saw over 10,000 visits in the 2018/2019 year. Despite ongoing construction that severely inhibited access to the building.**
- **21 volunteers service visitors with 1 volunteer coordinator**
- **Building is scheduled for exterior painting early 2020**



## **#3 Events Management**

*The Chamber shall manage events and festivals of which the intent is to attract and provide entertainment for tourists as defined in recital 5. Such events shall include the annual Rhododendron Festival.*

**These quality Chamber events lead to a growth in tourism:**

- Rhododendron Festival
- July 4<sup>th</sup> Celebration
- Wine & Chowder Trails and Great Glass Float Giveaway
- Cocoa, Cookie & Cider Trail & Shop Small Saturday
- Sea Lion on a Shelf - 3 week promotion
- Holiday Festival



*The Chamber also provides additional public relations support for these local events :*  
FEC's Winter Music Festival - Goin with the Flo Vintage Trailer Rally - Rod's n Rhodies -  
Wings & Wheels -Okto-Fur-Fest Wiener Dog Races - Dunes City Triathlon and more!



## **#4 - Florence Tourism Efforts Coordination**

*The Chamber shall coordinate its activities, as appropriate, with affiliated regional tourism organizations such as Travel Lane County, Travel Oregon, Oregon State Chamber of Commerce and other visitor promotional entities. In addition, the Chamber shall coordinate with local tourism related businesses and/or non-profit entities, including but not limited to the Florence Events Center, to ensure cohesiveness of tourism message(s) to the extent practicable. In addition, the Chamber of Commerce shall collaborate with the Florence Events Center in relation to any request for Rural Tourism Marketing Program (RTMP) monies that would affect both properties.*



The Chamber's Executive Director Bettina Hannigan has drastically elevated Florence's visibility and gained some needed and deserved recognition for our area through the following achievements:

- Presented to the very Portland-centric Travel Oregon. This marks the Chamber's first time to do so.
- Grown strong media relationships with Shanna Cannon the new publisher at the Register-Guard, KEZI news director/anchor Matt Templeman, and KVAL/KMTR reporter/anchor Tom Adams.
- Will graduate next month from the Western Association of Chamber Executives professional development program, a three-year leadership course.
- Was elected to the Oregon State Chamber of Commerce Board of Directors

#### NOTE

As a result, Florence's influence and respect has vastly grown among governmental and travel industry leaders, Travel Oregon's Board of Directors, the Oregon Chamber of Conference convention, and soon OCVA's new food and beverage trail to Florence.



Photo by: The Siuslaw News

# TRAVEL OREGON

TOURS FLORENCE





From: **Matt Templeman**

<[matttempleman@kezi.com](mailto:matttempleman@kezi.com)>

Date: Mon, Dec 16, 2019 at 1:21 PM

Subject: Congrats

To: Bettina Hannigan

<[bettina@florencechamber.com](mailto:bettina@florencechamber.com)>

Hello Bettina,

Congratulations on your appointment to the State Chamber of Commerce BOD. They made a tremendous choice. Your work ethic, leadership, and enthusiasm are stellar. ***I can say, because of you, we are certainly more engaged with the Florence community.*** Keep the story suggestions coming!

Thanks,

**Matt J. Templeman**

KEZI 9 News Director / Anchor

2975 Chad Drive

Eugene, Oregon 97408

(541) 485-5204 ext. 4010

In partnership with the **Florence Events Center** the Chamber is sharing the cost of advertising space in:

- Travel Lane County's visitors guide
- Oregon Coast Visitor's Association visitors guide
- Travel Lane County's online meeting planner's guide
- 101 Things to Do on the Oregon Coast
- Newport News Times' visitors guide

We've improved the accuracy and relevancy of editorial content in these to our mutual benefit.

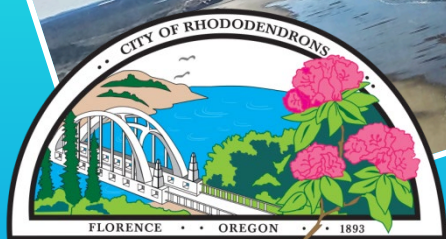




The Florence Area Chamber of Commerce is pleased to present this mid term marketing report.

We are currently working on the Rhododendron Festival, Rhododendron Court and the Siuslaw Awards and First Citizen and Future First Citizen.

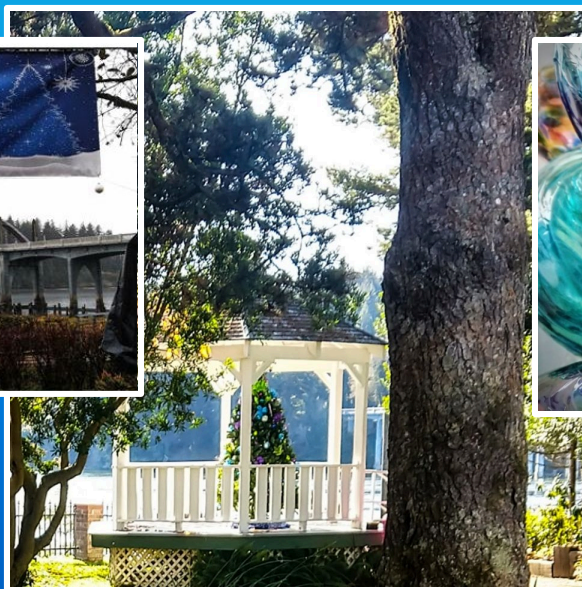




*Working together for*

# *City of Florence* Oregon's Coastal Playground

**A City in Motion**





**AGREEMENT**  
**between**  
**CITY OF FLORENCE**  
**and**  
**FLORENCE AREA CHAMBER OF COMMERCE**  
**First Renewal and Restatement of Agreement**

This Agreement is entered into this 1<sup>st</sup> day of July, 2017, between the Florence Area Chamber of Commerce, hereinafter referred to as "Chamber," and the City of Florence, a municipal corporation, hereinafter referred to as "City." This agreement supersedes all prior agreements between the City and the Chamber.

**RECITALS**

1. Intent – The intent of the parties is to enter into an arrangement in order for the Chamber to provide tourism marketing, visitor information and events management services. These services will be provided for a period of two (2) years beginning July 1, 2017, and ending June 30, 2019.
2. Pursuant to state law and the Florence City Code, the City receives transient room tax revenues paid by occupants of transient lodging facilities located within the City.
3. State law requires that the City spend a portion of the room tax revenues to fund tourism promotion or tourism-related facilities.
4. 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.
5. A tourist is a person who, for business, pleasure, recreation or participation in events related to the arts, heritage, or culture, travels more than 50 miles from the person's community of residence to Florence, or stays overnight in Florence.
6. The Chamber has knowledge and experience related to tourism promotion, including but not limited to the ability to advertise and market Florence in such a way as to encourage more people to come, stay, recreate and shop in Florence.
7. The City has a need for the services of a contractor with the particular training, ability, knowledge, and experience possessed by the Chamber.
8. In 2014, the City conducted a procurement pursuant to its public contracting rules and the Chamber was chosen as the most highly qualified consultant, best suited to meet the City's needs, and the City awarded the contract to the Chamber. The parties thereafter entered into an agreement with an initial three year term through June 30, 2017 (original agreement). The original agreement allowed for three additional renewal terms of two years each. The parties intend this agreement to constitute the first renewal term under the original agreement. As part of the renewal, the parties also wish to simplify the working relationship and therefore enter into this restated agreement to replace the original agreement.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The City agrees to contract with the Chamber for the provision of tourism promotion services, and the Chamber agrees to provide tourism promotion services subject to the terms and conditions of this agreement.

## **EXHIBITS**

The following Exhibits are hereby incorporated by reference into this agreement:

Exhibit A: Oregon Personal Services Public Contracting Code Requirements

### **I. TERM OF AGREEMENT**

The term of this Agreement is two (2) years subject to any renewal terms agreed to by the parties pursuant to paragraph 2 of this section.

1. Initial Term – The initial term of this agreement will commence on July 1, 2017 and expire on June 30, 2019, unless earlier terminated pursuant to the terms and conditions of this agreement.
2. Additional Renewal Terms – Following this initial term of this agreement, the parties may agree to extend the term of this agreement for up to two (2) renewal terms of two years each. On or before the October 31<sup>st</sup> preceding the expiration of any term of this agreement the parties will meet and discuss the potential for renewal of the contract for a subsequent two (2) year renewal term.

### **II. SERVICES TO BE PROVIDED**

The scope of services that the Chamber shall provide is as follows:

1. Marketing and Visitor Promotion Activities – Chamber shall provide all functions, literature, advertising, staff, supplies, equipment and support associated with an educational awareness program designed to promote the City of Florence area as a destination for tourism.
2. Management and Administration – Management and administration of the Visitor Center located in the City of Florence. The Chamber shall provide all necessary staff, volunteers, materials, and services to meet with visitors, dispense information regarding the area, develop necessary informational programs and coordinate with associated agencies and entities.
3. Events Management – The Chamber shall manage events and festivals of which the intent is to attract and provide entertainment for tourists as defined in recital 5. Such events shall include the annual Rhododendron Festival and any other events and festivals of which the Chamber believes will be beneficial to tourist attraction.
4. Florence Tourism Efforts Coordination – The Chamber shall coordinate its activities, as appropriate, with affiliated regional tourism organizations such as Travel Lane County, Travel Oregon, Oregon State Chamber of Commerce and other visitor promotional entities. In addition, the Chamber shall coordinate with local tourism related businesses and/or non-profit entities, including but not limited to the Florence Events Center, to ensure cohesiveness of tourism message(s) to the extent practicable. In addition, the Chamber of Commerce shall collaborate with the Florence Events Center in relation to any request for Rural Tourism Marketing Program (RTMP) monies that would affect both properties.

### **III. BUDGETING**

In consideration of the services provided in this agreement, the City agrees to provide transient room tax funds to the Chamber for the operation, management, and performance of services outlined in this agreement.

1. Budget Ratio – Within the limitations of its annual budget, the City will endeavor to provide the Chamber with forty percent (40%) of the collected transient room tax revenue for that fiscal year (Tourism Promotion Revenue), to provide the maximum amount of funds for the fulfillment of the scope of services.
2. Budget Estimates - Notwithstanding the above, the City's payment obligations under this agreement are contingent on the City's collection of the budgeted room tax estimates for the fiscal year in question.
3. Payment Allocation –
  - a. The City will pay the Chamber for services rendered pursuant to this agreement in four installments. The first three installments shall consist of one fourth (1/4) of the estimated Tourism Promotion Revenue.
  - b. The fourth and final annual payment shall be withheld until actual transient room tax revenue for the fiscal year is received by the City. This fourth and final payment will be based on actual revenue received. Thus, the final payment shall consist of the balance of actual received Tourism Promotion Revenue to ensure the Chamber receives its full allotment of collected Tourism Promotion Revenue.
4. Payment Timeline – The first three payments shall be made within 45 days after the completion of the City's fiscal quarter. The fourth and final payment shall be made within 45 days after the actual transient room tax revenue for the fiscal year is received.
5. Budget Laws of the State of Oregon - The City of Florence is a municipal corporation and is obligated to abide by the budget laws of the State of Oregon known as the Local Budget Law. Any provision of this agreement which is not in conformance with the Local Budget Law is null and void. Further, the City cannot expend monies beyond the revenues received. The City authorizes expenditures in accordance with the City's transient room tax ordinance and its budget and revenue projections. If the City does not receive revenues in accordance with its projections, expenditures must be decreased.
6. Chamber Contribution - The City expects that the Chamber shall maintain a financial investment in visitor information and marketing services. The amount of the Chamber's annual contribution shall hereafter be presented in each year's annual progress review presentation.

#### **IV. ANNUAL PROGRESS REVIEW**

1. Annual Reporting: On or before June 1<sup>st</sup> of each year, the Chamber shall appear before the City Council at a regularly scheduled meeting or work session to present an annual progress review.

The presentation shall include the following information

- a. Financial reports, including statement of revenues & expenditures which are specifically applicable to the Chamber's execution of this agreement.
- b. Activity report detailing establishment and progress on goals, objectives and tasks related to the execution of this agreement
- c. General overview of the local economy and the Chamber's operations, including information on membership count, number of visitor's center inquiries, number of relocation packets requested, number of employees, board of directors, and any other pertinent information.

#### **V. RECORDS AND ACCOUNTING**

1. The Chamber will keep an accounting of funds received pursuant to this agreement to ensure that the funds are used as required by this agreement. The Chamber will provide the accounting required by this paragraph to the City within the annual report required by paragraph 1 of Section IV of this agreement. In addition, within three business days of a written request by the City, the Chamber shall make such accounting records available for review by the City and any other entities authorized by the City.
2. The Chamber will maintain the Chamber's books, documents, papers, and records related to this agreement for the longer of: 1) six years from the date of final completion of this agreement; or 2) until the conclusion of any audit, controversy, or litigation arising out of or related to this agreement.
3. The Chamber acknowledges and agrees that the City shall have reasonable access to the Chamber's books, documents, papers, and records related to this agreement during the period described in paragraph 2 of this section. The Chamber shall make copies of applicable records available to the City upon request.

## **VI. INSURANCE**

1. During the initial term and any renewal terms of this agreement, the Chamber shall maintain and provide certification of the following minimum public liability and property damage insurance, naming the City as an additional insured, which shall protect City and the Chamber from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement.
  - a. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,500,000.
  - b. Statutory workers' compensation and employer's liability insurance for the State of Oregon.
2. During the initial term and any renewal terms of this agreement, the Chamber shall maintain and provide certification of professional liability insurance with limits of not less than \$500,000.
3. Insurance policies shall not be cancelled or terminated without 30-days prior written notice to the City.

## **VII. TERMINATION OF AGREEMENT**

This Agreement can be terminated as follows:

1. At-will – Either party may terminate this agreement, without cause, upon ninety (90) days written notice to the other party.
2. Failure to Complete Annual Progress Review – If the Chamber fails to complete an annual progress review as required by Section IV of this agreement the City may terminate this agreement by written notice to the Chamber.
3. For Cause – Except as otherwise provided in paragraph 2 of this Section, either the City or the Chamber may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, the party seeking termination shall give the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the agreement at any time thereafter by giving a written notice of termination. If the City breaches this agreement, the Chamber's remedy shall be limited to termination of the agreement and receipt of payments to which Chamber is entitled.



4. Budget Constraints – The City may terminate or amend this agreement effective upon delivery of written notice to the Chamber, or at such later date as may be determined by the City, if it becomes clear that the City will not collect the estimated transient room tax revenue budgeted.
5. Cessation of Operations – Upon receiving a notice of termination, and except as otherwise directed in writing by the City, the Chamber shall immediately cease all activities related to the services and work under this agreement. As directed by the City, the Chamber shall, upon termination, deliver to the City all then-existing work products that, if the agreement had been completed, would be required to be delivered to the City.
6. Liability – The City shall not be liable for any indirect, incidental, consequential, or special damages under the agreement or any damages arising solely from terminating the agreement in accordance with its terms.

## **VIII. ADDITIONAL SPECIFICATIONS**

1. Rural Tourism Marketing Program (RTMP) - This agreement does not govern the use of any RTMP monies provided by the City to the Chamber.
2. Independent Contractor – The Chamber is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this agreement. While the City reserves the right to set various schedules and evaluate the quality of the Chamber's completed work, the City cannot and will not control the means or manner of the Chamber's performance. The Chamber is responsible for determining the appropriate means and manner of performing the work required by this agreement. The Chamber is responsible for all federal and state taxes applicable to payments made to the Chamber pursuant to this agreement. The City will not withhold any amounts to cover the Chamber's tax obligations. The Chamber and its employees, officers, contractors, and agents are not eligible for any City benefit plans.
3. No Employment Relationship - The Chamber acknowledges and agrees that this agreement does not create an employment relationship between the City and the Chamber, its officials, employees, agents or contractors. The Chamber further agrees that the Chamber is exclusively responsible for all costs and expenses related to Chamber's employment of individuals to perform work pursuant to this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
4. Federal Funds – If payments made pursuant to this agreement are to be charged against federal funds, the Chamber certifies that the Chamber is not currently employed by the federal government and the amount charged does not exceed the Chamber's normal charge for the type of service provided.
5. Compliance with Applicable Laws – The Chamber shall comply with all federal, state, and local laws and ordinances applicable to the work done pursuant to this agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.230, and 279B.235, as more particularly set forth in Exhibit A attached to this agreement and incorporated herein by this reference.
6. Subcontracts and Assignment – The Chamber shall not subcontract, assign or transfer any of the work scheduled under this agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Chamber shall remain obligated for full performance under this agreement, and the City shall incur no obligation other than its obligations under this agreement. The Chamber agrees that if subcontractors are employed in the performance of this agreement, the Chamber and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
7. Errors – The Chamber shall perform such additional work as may be necessary to correct errors in the work required under this agreement without undue delays and without additional cost. The standard of care

applicable to the Chamber's service will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time such services are performed. The Chamber will re-perform any services not meeting this standard without additional compensation.

8. Confidentiality – The Chamber shall maintain the confidentiality of any of the City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Chamber from establishing a claim or defense in an adjudicatory proceeding. The Chamber shall require similar agreements from any subcontractors to maintain the confidentiality of information provided by the City.
9. Arbitration – If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable terms of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this agreement, whether before or during arbitration, the Chamber shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the agreement for undisputed portions of work.

10. Indemnification – The Chamber agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, employees, agents, and volunteers harmless from any damage, liability, or cost (including reasonable attorney fees and costs of defense) to the extent caused by the intentional or negligent acts, errors, or omissions of the Chamber, or its officers, employees, contractors, or agents in the performance of this agreement, or and to indemnify hold the City and its officers, employees, agents, and volunteers harmless from any patent infringement or copyright claims arising out of the use of the Chamber's designs or other materials by the City and from any claims or disputes involving subcontractors.
11. Ownership of Work and Documents – All work performed by the Chamber and compensated by the City pursuant to this agreement shall be the property of the City upon payment of full compensation for the work. The Chamber hereby conveys, transfers, and grants to the City all rights of reproduction and the copyright to all such work.
12. Attorney Fees – If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret, or enforce the terms of this agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof.
13. Applicable Law - This agreement shall be construed in accordance with Oregon law.
14. Venue - Any legal action or proceeding arising out of or relating to this agreement shall be commenced in the Circuit Court of the State of Oregon for Lane County. The parties hereby consent to the jurisdiction of that court, waive any objections to venue, and waive any claim that the forum is an inconvenient forum.
15. Severability - If any part, term, or clause of this agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses

shall not be affected and the rights and obligations of the parties shall be construed and remain in force as if the agreement did not contain the particular part, term or clause held to be unenforceable.

16. Waiver of Breach - The waiver by either the City or the Chamber of a breach of any provision of this agreement will not operate or be construed as a waiver of any other provision of this agreement or of any subsequent breach of the same provision of this agreement.
17. Modification - No modification of this agreement will be valid unless it is in writing and signed by both parties.
18. Entire Agreement - This agreement and all attached exhibits constitute the entire agreement of the parties relating to the subject matter herein. There are no promises, terms, conditions or obligations, oral or written, other than those contained herein. This agreement supersedes all prior communications, representations, or agreements, either oral or written, between the parties to the subject matter herein.
19. No Third-Party Beneficiaries - This agreement is entered into for the sole benefit of the City and the Chamber, and nothing contained herein is intended for the benefit of any other person or entity.
20. Relationship of Parties - The parties acknowledge and agree that nothing in this agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.
21. Headings - Paragraph headings are used solely for convenience and are not to be used in construing or interpreting this agreement.
22. Counterparts - This agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.
23. Notice - All notices given pursuant to this agreement must be in writing and delivered to the parties at the following addresses. Notice given pursuant to this section will be deemed to have been received: 1) on the date of personal delivery; 2) three calendar days after deposit in the United States mail postage prepaid; 3) or on the date of confirmed delivery by: a) registered mail, return receipt requested; or b) overnight delivery. Either party may change its notice address under this section at any time by written notice of the other party.

City Manager  
City of Florence  
250 Hwy 101  
Florence, OR 97439

Executive Director  
Florence Area Chamber of Commerce  
290 Hwy 101  
Florence, OR 97439

24. Authority to Enter into Agreement - Each person executing this agreement on behalf of a party to this agreement hereby covenants that he or she is duly authorized by that party to bind that party to this agreement.

**CITY OF FLORENCE**  
250 Hwy 101  
Florence, OR 97439

**FLORENCE AREA CHAMBER OF COMMERCE**  
290 Hwy 101  
Florence, OR 97439

**BY:**

**BY:**

Erin Reynolds, City Manager

Date

Bettina Hannigan, Executive Director Date

EXHIBIT A  
ORS CHAPTER 279B PUBLIC CONTRACTING CODE  
REQUIREMENTS  
FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Chamber shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor. ORS 279B.220(1).
- (2) Chamber shall promptly pay all contributions or amounts due the Industrial Accident Fund from Chamber or Chamber's subcontractor incurred in the performance of the contract, and shall promptly pay all sums due the State Unemployment Compensation Fund from Chamber or Chamber's subcontractor in connection with the performance of this agreement.
- (3) Chamber shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished, and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Chamber and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- (5) Chamber 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 employees of Chamber, of all sums which the Chamber agrees to pay for such services and all monies and sums which the Chamber collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (6) Chamber shall pay employees for overtime work performed under this agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (7) Chamber must give notice to employees who work on this agreement in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (8) All employers, including Chamber, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Chamber shall ensure that each of its subcontractors complies with these requirements.
- (9) All sums due the State Unemployment Compensation Fund from the Chamber or Chamber's subcontractor in connection with the performance of this agreement shall be promptly paid. ORS 701.430.
- (10) Chamber certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385. Chamber represents and warrants that it has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Chamber covenants to continue to comply with the tax laws of this state during the term of the public contract. Chamber's failure to comply with the tax laws of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. ORS 279B.045 and 305.385.



(11) Chamber certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.

(12) As used in this section, “nonresident contractor” means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a “resident bidder” under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the 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 bidder may receive final payment on the public contract. ORS 279A.120.

(13) In the performance of this contract, the Chamber shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.

## Comments for City Council Meeting January 6, 2020

We all know that a problem cannot be addressed until it is agreed that it exists in the first place.

We know there is a movement afoot in Florence to get the city to acknowledge the problem of climate change.

We know that at the coastal caucus, hosted here last summer, the problem was acknowledged by businesses dealing in seafood talking about the warming ocean and how it's hurting their sources of seafood. We know that people familiar with the climate here have written to the editor of the Siuslaw news reporting their observations that there is less snow, and less rain across Oregon, and that temperatures appear higher. These letter writers express concern about the consequences of these climatic changes in terms of our forests, our orchards, and our other land based industries.

We know that the city of Florence officially addresses the potential of a tsunami, with signage on the roadways, emergency preparedness trainings, and more.

What we don't know is what is at stake for you, the city counselors, who carry and execute the town's vision of what may be possible, in acknowledging this problem so its existence can become part of work plans and projects moving forward.

What is it that is keeping you, as a group, the City Council of the great City in Motion, Florence, Oregon, from acknowledging that Climate Change, or the Climate Crisis, or whatever you want to call it, is really happening?

If we acknowledge the problem, we can incorporate solution based strategies into our employment, land use, housing, public health, and other plans.

While you are pondering, individually and as a group, the answer to what is making it so hard for you to make it official, that there is a climate crisis affecting our town and our region, remember that the consequences of decisions we make here and now will affect everyone, regardless of gender, age, political persuasion, socioeconomic status, or any other factor.



City of Florence

A City in Motion

**Request to Address the City Council  
(Speaker's Card)**

Name:

Ivy medow  
(Please Print)

City Council Meeting Date:

1-7-20

Agenda Item No.:

N/A #1

☐ Proponent ☐ Opponent ☐ Neutral

Brief Overview of What You Wish to Discuss:

climate

Do you represent an organization? ☐ Yes ☒ No Name of Org.: \_\_\_\_\_

Residence Address:

1657 36th St.

City, State, Zip:

Florence OR 97439

Email (Optional): \_\_\_\_\_

Phone No. (Optional): \_\_\_\_\_

Would you like to be added to the City of Florence Email Distribution Lists?

☐ Newsletter ☐ City Council

**NOTE: ONCE COMPLETED, THIS CARD BECOMES A PUBLIC DOCUMENT**

*(See Reverse Side for Instructions)*

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Pub Comments



## Request to Address the City Council (Speaker's Card)

#2  
551.20  
554.20  
553.50 554.20

*City of Florence*

**A City in Motion**

Name: Brenda Gilmer

(Please Print)

City Council Meeting Date: 1-6-20 Agenda Item No.: 1

☐ Proponent ☐ Opponent ☒ Neutral

Brief Overview of What You Wish to Discuss: Government and the common good versus free market principles. Right of equal protection and a meaningful opportunity to be heard

Do you represent an organization? ☐ Yes ☒ No Name of Org.: \_\_\_\_\_

Residence Address: 3640 Ocean View Dr

City, State, Zip: Florence, OR 97439-9256

Email (Optional): \_\_\_\_\_ Phone No. (Optional): \_\_\_\_\_

Would you like to be added to the City of Florence Email Distribution Lists?

☐ Newsletter ☐ City Council

**NOTE: ONCE COMPLETED, THIS CARD BECOMES A PUBLIC DOCUMENT**  
(See Reverse Side for Instructions)



## Request to Address the City Council (Speaker's Card)

#3  
558.00  
558.00

*City of Florence*

**A City in Motion**

Name: Bill & Katie Prosser

(Please Print)

City Council Meeting Date: 1/6/2020 Agenda Item No.: 0

☐ Proponent ☐ Opponent ☐ Neutral

Brief Overview of What You Wish to Discuss: Cease order / Desist

Do you represent an organization? ☐ Yes ☒ No Name of Org.: \_\_\_\_\_

Residence Address: 54183 Herman Cape Road

City, State, Zip: Florence OR 97439

Email (Optional): 0 Phone No. (Optional): 0

Would you like to be added to the City of Florence Email Distribution Lists?

☐ Newsletter ☐ City Council

**NOTE: ONCE COMPLETED, THIS CARD BECOMES A PUBLIC DOCUMENT**  
(See Reverse Side for Instructions)



# Pacific View Business Park Lot #22 Presentation and Public Hearing

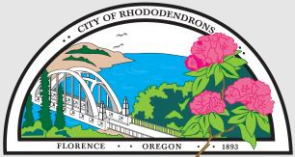


*City of Florence*  
**A City in Motion**





PVBP Lot #22: Located along  
Pacific View Drive - 91,912 sq./ft.  
Tax Lot 18-12-22-13-00300 just  
south of Lot #23 currently  
owned by Stonefield  
Investments, LLC.



*City of Florence*  
**A City in Motion**

## *The City of Florence welcomes your interest in* **Pacific View Business Park**

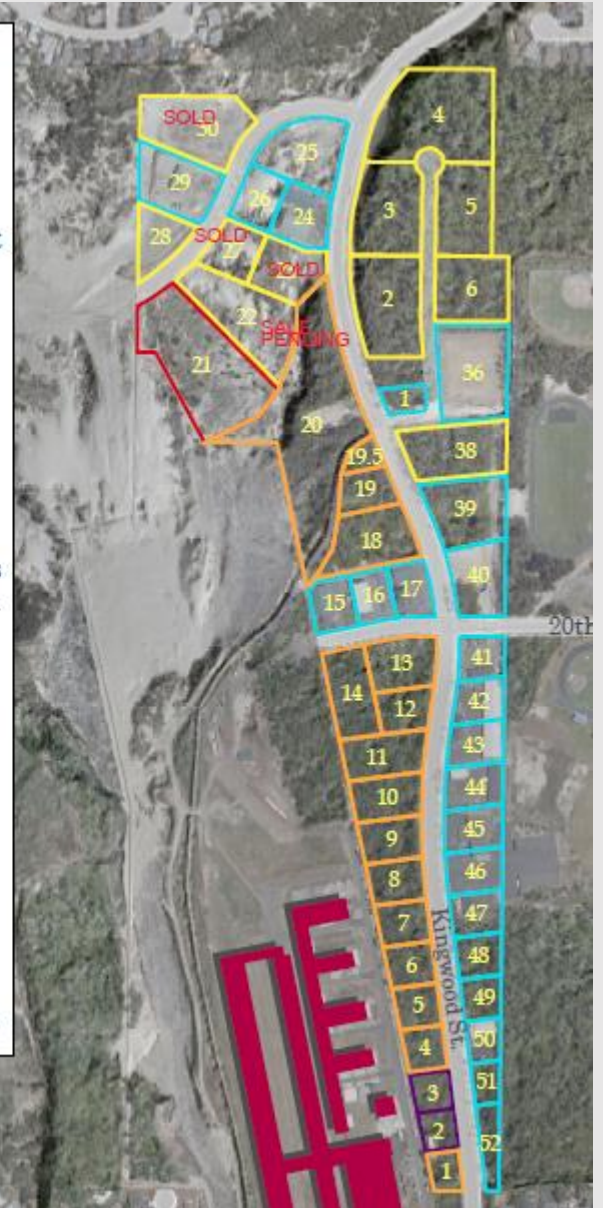
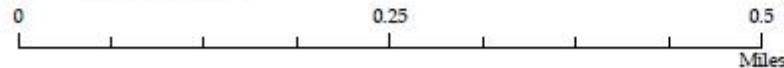
The Pacific View Business Park's purpose is to create family wage jobs by providing areas for offices, service businesses, light manufacturing, research and development facilities, assembly, packaging, warehousing and supporting uses that do not create a significant detrimental impact on adjacent uses.

The park is designated as an enterprise and e-commerce zone which is a tax exemption program for qualified businesses. It contains 53 lots and of these 53 lots, 16 are set aside for land lease and 11 lots are for sale at prices that are negotiable with the City of Florence until a new market analysis has been prepared.

-  For sale
-  Lease only
-  Sold
-  Leased lots
-  Not for sale
-  Florence Municipal Airport
-  Florence Schools



*City of Florence*  
250 Hwy 101 N.  
Florence, OR 97439  
(541) 997-8237  
Nov. 2012

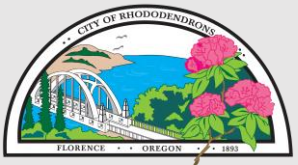






## Review Proposal:

- ✓ Buyer
- ✓ Sales Price
- ✓ Incentives
- ✓ Future Use



*City of Florence*  
**A City in Motion**

Photos taken January 4<sup>th</sup>, 2020,  
of Lot #23 looking south to  
Lot #22.

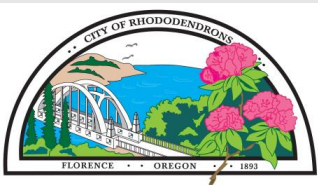
# RECOMMENDATION

CONDUCT THE PUBLIC HEARING ON  
THE PROPOSED SALE OF LOT #22  
WITHIN THE PACIFIC BUSINESS PARK



## After closing the public hearing, staff recommends:

- ✓ Authorize the City Manager to negotiate a purchase and sales agreement for the sale of Lot #22 to Stonefield Investments, LLC
  - ✓ \$1.42/sq.ft.
  - ✓ Gross Sales Price = \$130,515
- ✓ Authorize Incentives not to exceed \$30,000 for a net sales price of \$100,515
- ✓ Authorize the City Manager to sign and execute the transaction on behalf of the City.



*City of Florence*  
**A City in Motion**



*City of Florence*  
**A City in Motion**



# THANK YOU!

Erin Reynolds  
City Manager  
City of Florence



## Exhibit A

### ORDINANCE NO. 1, SERIES 2020

*Additions are shown in red underline and deletions are shown as red strike-out.*

#### FLORENCE CITY CODE

#### TITLE 7 MOTOR VEHICLES AND TRAFFIC

#### CHAPTER 1 TRAFFIC REGULATIONS

#### 7-1-7-9: PARKING CITATIONS:

A. Citation on Illegally Parked Vehicle: Whenever a vehicle without an operator is found parked in violation of a restriction imposed by this Title or State law, the officer finding the vehicle shall take its license number and any other information displayed on the vehicle which may identify its owner, and shall conspicuously affix to the vehicle a traffic citation instructing the operator to answer to the charge ~~against him or pay the penalty imposed within five (5) days~~ during the hours and at a place specified in the citation.

B. Failure to Comply with Citation: If the operator does not respond to a traffic citation affixed to a vehicle ~~within a period of five (5) days~~, the Court clerk may send to the owner of the vehicle to which the traffic citation was affixed a letter informing the owner of the violation and warning him that in the event that the letter is disregarded for a period of ~~five (5) days~~ fourteen (14) days, ~~a warrant for the arrest of the owner will be issued. the case may be sent to collections.~~



# Staff Recommendations:

Approve Resolution No. 1, Series 2020.