



City of Rockaway Beach City Council Meeting Minutes

Date: Wednesday, May 11, 2021
Time: 6:00 P.M.
Location: Rockaway Beach City Hall, 276 HWY 101 -Civic Facility
Zoom Link:
<https://us06web.zoom.us/j/87047416799?pwd=WUVhVXZtdEhmbWM2Yit1R3E0ZFF6dz09>

Meeting ID: 870 4741 6799
Passcode: 743932

CALL TO ORDER – Susan J Wilson, Mayor

PLEDGE OF ALLEGIANCE

ROLL CALL

[Mayor - Sue Wilson: Present](#)
[Position #3 - Kristine Hayes: Present](#)
[Position #4 - Terry Walhood: Present](#)
[Position #1 - Mary McGinnis: Present](#)
[Position #5 - Penelope Cheek: Present](#)
[Position #2 - Tom Martine: Present](#)

CONSENT AGENDA

Walhood made a motion, seconded by Martine to approve the April 13, 2022, Minutes and April 2022 Check Register: Motioned Carried.

[Position #4 - Terry Walhood: Motion](#)
[Position #2 - Tom Martine: 2nd](#)
[Position #3 - Kristine Hayes: Approve](#)
[Position #4 - Terry Walhood: Approve](#)
[Position #1 - Mary McGinnis: Approve](#)
[Position #5 - Penelope Cheek: Approve](#)
[Position #2 - Tom Martine: Approve](#)

CITIZEN INPUT ON NON-AGENDA ITEMS

Marie Hanson, 360 N. Juniper Ct. asked questions about the city's position on vacation rentals. McGinnis suggested that Marie attend the upcoming Planning Commission meeting to discuss her questions and concerns as the Planning Commission is preparing new short term rental regulations.

Shelby Jay, 703 S. 2nd Ave. requested a speed bump on 2nd Ave. and Harbor St. City Manager Luke Shepard stated that he would have Dan Emmerson Public Works Superintendent contact her to discuss this issue.

Daniel Howlett, 132 N Grayling St. spoke on his concerns about the business community and the permitting process. Howlett also talked about the speed limit on HWY 101 through town.

Lindsey Even, 132 N Grayling St. stated that she thought someone forgot to stain the boardwalk and that she had concerns about the maintenance of it in general. City Manager Luke Shepard stated the city was told that western yellow cedar lumber would last at least 25 years untreated, and that the city has money set aside to perform maintenance on it.

PRESENTATIONS, GUESTS & ANNOUNCEMENTS

STAFF REPORTS

Fire Chief Todd Hesse was on vacation, Wilson reported the Fire Department's call volume during the month of April. McGinnis commented that she has been to meetings with other towns, and they have complimented Chief Hesse on helping with issues on their Fire Departments, McGinnis wanted to compliment Chief Hesse on always being willing in helping others.

Sheriff Josh Brown spoke about call volume. Brown stated that they respond to hundreds of false alarm systems calls every year, he encourages citizens to inspect, maintain, and ensure proper working order on alarm systems so they don't go off as easy, with short staffing in the Sheriffs department, they will have to do a lot of prioritizing when it comes to calls this summer, and it would help if alarms systems were maintained to cut down false alarm calls.

Public Works Superintendent Dan Emmerson spoke on the items that the public works department focused on for the month of April. Emmerson talked about the sewer pump station doors that are out for maintenance as they are dangerous and too heavy, it takes two people to lift the doors, they had the doors worked on in the past and have talked about replacing them, they have contacted Buss welding to help replace the doors. Emmerson stated that Public Works purchased a bumper crane to pull pumps and it was much needed.

City Manager Luke Shepard updated the cancel on the Salmonberry Trail project which was an ODOT grant of \$1.7 million. He received the initial estimates on the design work, and they were significantly higher than planned. Shepard is working with ODOT to amend the IGA. The amendment will double the length of the trail to be designed but will remove the construction funding and construction requirements. This will remove the financial risk to the city. Shepard talked about the Planning Commission meeting, the next meeting being May 19th, at 6:00 PM. The Planning Commission is looking to finalize some of the new regulations on short-term rentals in Rockaway Beach. They are focusing specifically on regulations to minimize negative impacts of short-term rental operations in the neighborhood they operate in. These regulations include a means of enforcement. Shepard added that once the Planning Commission finalizes their ideas for a new short term rental ordinance, he will work with the City Attorney to produce a draft ordinance for the council to comment on. He felt that he may be able to have the draft

ready for review by the June City Council Meeting. Adoption of the ordinance would take place at later date. July 6th being the earliest reasonable date.

OLD BUSINESS

NEW BUSINESS

PUBLIC HEARING ON PROPOSED USES OF STATE REVENUE SHARING FUNDS FOR FISCAL YEAR 2022-2023

Mayor Wilson opened the Public Hearing at 6:50 PM. Wilson read the following: This Public Hearing allows Citizen input regarding the Proposed Fiscal Year 2022-2023 Budget. Additional testimony also may be taken from those who did not already testify regarding possible uses of State Revenue Sharing Funds. No testimony received. Public hearing closed at 6:52 PM

APPROVAL OF RESOLUTION 22-972 DECLARING CITY'S ELECTION TO RECEIVE STATE REVENUE

Wilson read the following: State Revenue Sharing Law requires cities to annually pass a resolution requesting state revenue sharing money. Approval of Resolution 22-972 will satisfy the State's requirement and allow the City to receive Revenue Sharing Funds in the 2022-2023 Fiscal Year.

Cheek made a motion, seconded by Martine to approve Resolution 22-972: Motioned Carried.

[Position #5 - Penelope Cheek: Motion](#)

[Position #2 - Tom Martine: 2nd](#)

[Position #3 - Kristine Hayes: Approve](#)

[Position #4 - Terry Walhood: Approve](#)

[Position #1 - Mary McGinnis: Approve](#)

[Position #5 - Penelope Cheek: Approve](#)

[Position #2 - Tom Martine: Approve](#)

PUBLIC HEARING ON BUDGET FOR FISCAL YEAR 2022-2023

Mayor Wilson opened the public hearing at 6:55 PM. Wilson read the following: This purpose of this Public Hearing is to receive citizens' testimony on the budget approved by the Budget Committee. No testimony received. Wilson closed the public hearing at 6:57 PM.

FINAL BUDGET DISCUSSION

Wilson read the following: City Council will now conduct a final discussion on the approved budget. Estimated expenditures may not be increased by more than \$5000 or 10 percent, whichever is greater. The next step will be adoption of the approved budget.

APPROVAL OF RESOLUTION 22-973, ADOPTING THE CITY BUDGET FOR FISCAL YEAR 2022-2023

One Resolution contains all four actions required for Adoption of the City FY 2022-2023 Budget

- ADOPTING THE FY 2022-2023 BUDGET;
- APPROVING THE APPROPRIATION OF FUNDS;
- CATEGORIZING TAXES; AND
- APPROVING THE TAX LEVY

Walhood made a motion, seconded by McGinnis to approve Resolution 22-973: Motioned Carried.

[Position #4 - Terry Walhood: Motion](#)

[Position #1 - Mary McGinnis: 2nd](#)

[Position #3 - Kristine Hayes: Disapprove](#)

[Position #4 - Terry Walhood: Approve](#)

[Position #1 - Mary McGinnis: Approve](#)

[Position #5 - Penelope Cheek: Approve](#)

[Position #2 - Tom Martine: Approve](#)

APPROVAL OF RESOLUTION 22-974 WORKERS COMPENSATION TO COVER VOLUNTEERS

Wilson read the following- A resolution is needed to provide workers compensation coverage to volunteers for the 2022-2023 fiscal year.

Cheek made a motion, seconded by Martine to approve Resolution 22-974: Motioned Carried.

[Position #5 - Penelope Cheek: Motion](#)

[Position #2 - Tom Martine: 2nd](#)

[Position #3 - Kristine Hayes: Approve](#)

[Position #4 - Terry Walhood: Approve](#)

[Position #1 - Mary McGinnis: Approve](#)

[Position #5 - Penelope Cheek: Approve](#)

[Position #2 - Tom Martine: Approve](#)

APPROVAL OF RESOLUTION 22-975, ENTERING INTO A FRANCHISE AGREEMENT WITH TILLAMOOK COUNTY PEOPLE'S UTILITY DISTRICT

City manager Luke Shepard spoke about the city's franchise agreement with the Tillamook People's Utility District as a new agreement was needed. Shepard stated the changes were minor.

Wilson read the following: The City's current Franchise agreement with the Tillamook People's Utility District expired April 1, 2022, and will remain in effect until a successor agreement is adopted by both parties. The new agreement is based on the previous agreement with minor changes made as shown in the meeting documents.

Martine made a motion, seconded by Cheek to approve Resolution 22-975: Motioned Carried.

- [Position #2 - Tom Martine: Motion](#)
- [Position #5 - Penelope Cheek: 2nd](#)
- [Position #3 - Kristine Hayes: Approve](#)
- [Position #4 - Terry Walhood: Approve](#)
- [Position #1 - Mary McGinnis: Approve](#)
- [Position #5 - Penelope Cheek: Approve](#)
- [Position #2 - Tom Martine: Approve](#)

COUNCIL CONCERNS

Hayes talked about having the council look at ADU fees and utility cost so more people would be more encouraged to build homes and have family and community housing and not disposable housing.

McGinnis spoke about attending a meeting called the League of Oregon Cities, all the cities and officers from Tillamook North to Clatskanie. The cities share what is going on in each town and the next meeting is held in Clatskanie Aug 17th, and they will be talking about short term rentals & transient room tax.

McGinnis stated she would like to see the speed limit changed around the high school. It is now 45mph and she would like to see it go down to 35mph and also slow the speed limit through town. McGinnis would like to see Rockaway update its comprehensive plan.

Cheek shared her concern about the speed on Hwy 101 through the town of Rockaway to the high school. Cheek thought flashing lights maybe good to put within the city.

Cheek thanked Shepard for the nice budget, it was readable, and pictures were nice.

Martine spoke on how glad he was to see that things are getting organized with vacation rentals.

MAYOR'S REPORT

Mayer Susan J Wilson spoke about Rockaway's combined tax rate being .9880 for every \$1000.00 dollar in assessed value. This is the lowest tax rate in Tillamook County. Wilson stated that they have successfully managed this very well and are pleased to keep our tax rate down.

ADJOURNMENT

Martine made a motion, seconded by Walhood to adjourn the meeting: Motioned Carried.

Meeting adjourned at 7:14

- [Position #2 - Tom Martine: Motion](#)
- [Position #4 - Terry Walhood: 2nd](#)
- [Position #3 - Kristine Hayes: Approve](#)
- [Position #4 - Terry Walhood: Approve](#)

Position #1 - Mary McGinnis: Approve

Position #5 - Penelope Cheek: Approve

Position #2 - Tom Martine: Approve

MINUTES APPROVED THIS 8TH
DAY OF JUNE 2022,

Mayor, Susan J Wilson

City Manager, Luke Shepard

Rockaway Beach Fire Rescue
 276 Hwy 101 S
 PO Box 5
 Rockaway Beach OR 97136
 503-374-1752



Date June 1, 2022

Honorable Mayor, City Council and City Manager of Rockaway Beach

Fire Department Council Report:

The following is a summary of the activities and operations of the Rockaway Beach Fire and Rescue Department for the month of May 2022.

The Department responded or participated in 55 events during the month of May, the breakdown is listed below.

911 calls for Service: 33	Trainings: 10	Non-Emergent: 12
29- Medical	Drone\Water	6- Beach Safety
0- Fire Alarm	Tactics	1- Public Assist
2- Structure Fire	Summer Prep	0- Lift Assist
1- Water Rescue	Driving Safety	1- Burn Complaints
1- MVA		4- Radio call-ins
0- Outside Fire		0- Special Assignments
0-Vehicle Fire		

Year to Date	<u>2021</u>	<u>2022</u>
911 Calls	149	157
Non-Emergent	71	65
Trainings	34	58
Total	254	280

Training update- The department focused May Thursday night trainings on tactics and size-up practice, driving safety, preparing equipment for summer emergency responses, and ocean rescue training. The Drone program is moving forward with positive results, more members are attaining licenses to fly and flight practice continues. The EMT class is completed with 14 students finishing the program. The class was successful, and we continue to build a solid working relationship with

TBCC. Currently exploring the option of an EMT-A course this next winter to continue to advance our medical program. June trainings will continue with Water rescue, drone flight training, fire suppression techniques and drafting. The Apparatus Operator /Officer development training program continues, and is going well, I have 2 in the class each Wednesday advancing their skills. Wildland trainings are being held online in preparation of some live training opportunities this month. Garibaldi Fire will be hosting a 2-day practical training on wildfire suppression techniques. Garibaldi also hosted a multi-company commercial fire training in May. 5 of the 7 departments participated.

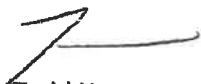
Beach Safety continues to be a priority of the department. The focus continues to be on education and safety. During the month of May crews were on the beach 3 times providing information to citizens and visitors.

	May	YTD
Fire safety\Educational Moments-	3	14
Water Safety Messages\Out of Water-	12\15 persons	40\32
Stickers to kids-	3	7
Educational signs reset-	2	3
Education Signs Replaced-	0	0
Fires extinguished-	0	1
Volunteer Hours	18	55

I am still actively in the process of recruitment for a position the open full-time Position. I will keep the council informed of the progress.

Overall, my mission and goals have not changed. I continue to take care of the immediate safety of my crew and public needs as my highest priorities. If you have any questions, concerns or thoughts please let me know.

Respectfully submitted,



Todd Hesse

Fire Chief

Rockaway Beach Fire Rescue

City of Rockaway Beach, Oregon
276 S. Highway 101, PO Box 5
Rockaway Beach, OR 97136
(503) 374-1752 FAX (503)374-0601



June 1st, 2022

Dear Mayor and City Council Members,

As our tourist season has started, beginning with Memorial Day, and then looking forward to the fourth of July, Public Works Department is ready for the excitement that our summer brings. Sewer maintenance projects are moving forward. The installation of our new compressor at the water plant has also been going as planned. When Public Works had time, we put new brakes on a work truck also needing a new caliper. Public Works contacted a concerned citizen about the possibility for a speed bump on south 2nd. After discussion we will be installing a Caution obstructed view sign on south 2nd ave. With concerns about speed in town Public Works has contacted ODOT Region 2 and requested a traffic speed study be conducted on Hwy 101 in Rockaway Beach downtown area. As posted on Facebook Public Works will install a water service with a drinking fountain coming soon at 947 Hwy 101 south this is the parking lot to the Old Growth Forest Park Boardwalk. With the installation of a water source, we will have the means to use steam cleaning on the boardwalk. High water pressure will cause damage to cedar boards and harsh chemicals will not be allowed. Steam cleaning will kill moss and fungi from continuing to grow on the cedar.

The community center was originally built in 1948 as the Manhattan Community Club, in 1977 the Rockaway Area Senior Citizens Club was formed and took charge of the building remodeling it with Recessionary funds from the City. 1977 was the last upgrade since then it has been painted several times green, blue, and finally gray for the last 15 years. The plan is to replace existing doors, and siding while fixing damaged areas that been exposed to the weather from the past 45 years. I suspect there to be some unseen problems that will need addressed so I will be holding off on a new roof until I can get a better look at the potential problems to the walls and doorways. Public Works has thrown away some old furniture from the community center this is a big change and not easy, we are trying to start fresh. Public Works put back up the restored City Hall Sign which looks great gutters, lights, and painting will come this summer. Continuing with building maintenance the Fire Chief and Public Works have been working together with A-1 Painting prepping the Fire station for a proper painting. Public Works will be working closely with JM Excavating in late June as a small sub-division is being developed in Nedonna on section line road. With an estimated start date of June 20th Section line road is expected to be closed to through traffic for one week. With no confirmed construction dates nailed down at this time I will keep citizens posted as soon as I am aware of scheduled construction.

The City of Rockaway Beach has the best Public Works available we want to thank our Citizens, Council, and Management for the opportunity and tools allowing us to be all we can.

Are there any questions, thank you very much.

Dan W. Emerson, Superintendent
City of Rockaway Beach Public Works
P: 503.374.0586 / C: 503.457.6094
PublicWorks@corb.us

INTERGOVERNMENTAL AGREEMENT

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and the City of Rockaway Beach (“CITY”), each a “Party.”

1. Authority

This Agreement is authorized by ORS 190.110.

2. Effective Date

This Agreement is effective on the date of the last signature (“Effective Date”) and terminates thirty-six (36) months from the date of acceptance of the grant award, unless terminated earlier in accordance with Section 8.

3. Background

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

The City of Rockaway Beach NHMP will expire on September 7, 2022. DLCD has received a FEMA Pre-Disaster Mitigation grant (PDM 19) to assist CITY with updating the City of Rockaway Beach NHMP. The grant’s performance period extends thirty-six (36) months from the date of acceptance of the grant award.

4. Purpose

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and CITY that is to result in an updated City of Rockaway Beach NHMP adopted by CITY and approved by FEMA;
- (b) Ensure the CITY is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the CITY must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure CITY is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report their cost share as required.

5. Responsibilities of Parties

(a) Responsibilities of DLCD.

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

(b) Responsibilities of CITY.

- i. CITY will appoint a member and alternate to serve on the Tillamook County MJHNHP Steering Committee.
- ii. CITY will adopt a plan that FEMA has agreed to approve.
- iv. Specific project responsibilities of the Steering Committee members and Project Lead include:
 - A. Attending and actively participating in Steering Committee meetings;
 - B. Providing data and information;
 - C. Engaging with internal and external stakeholders;
 - D. Executing the Project's public engagement program;
 - E. Tracking, accurately documenting, and reporting cost share as required; and
 - F. Performing any other Project work assigned by Exhibit A: Scope of Work.

6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the CITY to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The CITY shall commit to providing and documenting cash, in-kind, or a combination of both as its required 25% cost share.

7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

DLCD's Project Contact is:

Katherine Daniel, Natural Hazards Planner
Oregon Department of Land Conservation and Development
635 Capitol ST NE, Suite 150
Salem, OR 97301
(971) 375-3767
katherine.daniel@dlcd.oregon.gov

City of Rockaway Beach's Project Contact is:

Luke Shepard, City Manager
City of Rockaway Beach
PO BOX 5
Rockaway Beach, OR 97136
(503) 347 1752
LukeShepard@CORB.us

8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. CITY shall take affirmative actions to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. Non-Appropriation

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

11. Representations and Warranties

The CITY represents and warrants that the making and performance by the CITY of this Agreement:

- (a) Have been duly authorized by the CITY;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the CITY's charters or other organizational documents; and
- (c) Do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the CITY is party or by which the CITY may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the CITY of this Agreement, other than those that have already been obtained.

12. Records

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.

13. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Parties (the "Other Parties") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own

choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties' contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party's or Parties' contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

14. Subcontracting and Assignment

The CITY acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The CITY shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

15. Governing Law, Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the CITY that arises from or relates to this Agreement shall be brought and conducted

solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

16. Indemnification

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the CITY shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

17. Insurance

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

18. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

19. Compliance With Law

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

20. Force Majeure

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

21. No Third Party Beneficiary

DLCD and the CITY are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

22. Merger, Waiver and Modification

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

23. Amendments

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.

24. Acknowledgment of Funds and Copyright

(a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

(b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise

controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

25. Survival

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

26. Interpretation

The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

27. Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 9

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

CITY OF ROCKAWAY BEACH

APPROVED AS TO FORM:

Signature

Signature

Luke Shepard, City Manager

Sue Wilson, Mayor

Date

Date

Department of Land Conservation and
Development (DLCD)

Jim Rue, Director

Date

Exhibit A: Scope of Work

Tillamook County

Multi-Jurisdictional Natural Hazards Mitigation Plan

Update for City Rockaway Beach

Scope of Work

PROJECT DESCRIPTION

The purpose of this Scope of Work (SOW) is to review and update Tillamook County's Multi-Jurisdictional NHMP (MJNHMP) such that it is adopted by Tillamook County (COUNTY); Cities of Bay City, Garibaldi, Manzanita, Nehalem, Rockaway Beach, Tillamook, and Wheeler (CITIES), the Ports of Garibaldi and Tillamook Bay; and special districts among which may include the Bay City, Garibaldi, Nedonna, Nestucca, Netarts-Oceanside, Rockaway Beach, and Tillamook Rural Fire Protection Districts; the Nehalem Bay Fire and Rescue District; the Neah-Kah-Nie, Nestucca Valley, and Tillamook School Districts; the Cloverdale, Neskowin, Oceanside, and Watseco Water Districts; the Hebo Water and Sanitary District and Pacific City Joint Water-Sewer Authority; and the Cloverdale, Neskowin Regional, Netarts-Oceanside, and Twin Rocks Sanitary Districts (DISTRICTS); collectively "JURISDICTIONS," and ultimately approved by the Federal Emergency Management Agency (FEMA). The update process may include drafting new NHMPs for cities and special districts who have not participated previously.

The Oregon Department of Land Conservation and Development (DLCD) and COUNTY will lead the MJNHMP update process in partnership. DLCD and JURISDICTIONS will participate and execute responsibilities and tasks as set forth in this SOW.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

The planning process will be open and transparent. All meetings will be duly advertised and open to the public. Each Steering Committee (SC) agenda will include time for public input.

Tillamook County's last update was a complete refresh of the previous document. All of its seven cities were included, and two of its three Port Districts developed NHMPs for the first time. The County was also able to include detailed multi-hazard and vulnerability data and analysis developed by the Oregon Department of Geology and Mineral Industries under a FEMA Risk MAP CTP grant. The County, Cities, and Ports have maintained the plan in the interim, and therefore do not anticipate such a deep and broad update this time. This update will be focused on developing initial NHMPs for fire, water, sewer, and

school districts; reaching out to communities and the vacation rental industry; continuing to develop partnerships and improve connectivity; and improving mapping and identification of population demographics within hazard-prone areas.

PHASE 1: ORGANIZE

Purpose

The purpose of Phase 1 is to organize and develop content for project initiation.

Task 1: Prepare a Draft Intergovernmental Agreement (IGA)

The purpose of the IGA is to formalize a working relationship between DLCD and JURISDICTIONS to execute an update of the Tillamook County MJNHMP; ensure that each jurisdiction adopts and obtains FEMA approval of the updated MJNHMP; and ensure that each jurisdiction provides cost share and documents its cost share contribution as required.

DELIVERABLES

DLCD 1. Draft IGA for review by COUNTY

Target Date: May 2021

Task 2: Prepare a Draft Scope of Work (SOW)

DLCD will draft a SOW intended to produce an MJNHMP meeting the requirements of the Code of Federal Regulations, Title 44, Part 201.6 (44 CFR 201.6) and therefore approvable by FEMA.

DELIVERABLES

DLCD 1. Draft SOW

Target Date: May 2021

Task 3: Develop a Project Schedule

DLCD will develop a project schedule setting target dates for SC meetings, public engagement opportunities, public review and comment periods, state and federal review processes, and local adoption proceedings.

A minimum of two opportunities for the public to comment will be included, one to review the Draft Risk Assessment and one to review at least the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Both opportunities will be offered prior to finalizing the plan for approval by each of JURISDICTIONS' respective boards and councils. While only these two opportunities are required, providing as

many opportunities as possible is encouraged, as greater public participation benefits the community and strengthens the MJNHMP.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

DLCD 1. Draft Project Schedule

Target Date: January 2022

Task 4 Coordinate with COUNTY

The following tasks will be accomplished collaboratively by DLCD and COUNTY for review and agreement by the SC at its organizational meeting (Task 6).

Meet remotely or in person with COUNTY and:

- A. Discuss the Intergovernmental Agreement.
- B. Discuss the Scope of Work and revise as necessary or appropriate.
- C. Discuss the current MJNHMP’s strengths and opportunities for improvement and recommend a strategy for addressing them;
- D. Discuss the Draft Project Schedule (Task 3, Deliverable 1) and revise as necessary or appropriate;
- E. Discuss *Table 1: Allocation of Basic Responsibilities and Tasks* and revise as necessary or appropriate. These basic responsibilities and tasks will be performed throughout the duration of the project in addition to other others described and deliverables assigned in Tasks 1 through 16.
- F. Determine the method for and roles of DLCD and COUNTY in inviting cities, special districts, and tribes to participate in the planning process.
- G. Designate SC members and alternates. **SC members and alternates must have or have been delegated authority to make decisions and act on behalf of their jurisdictions for the purposes of this project;**
- H. Draft a list of stakeholders, technical advisors, and other interested parties including at a minimum representatives of FEMA’s six “whole community” sectors: (a) Emergency Management; (b) Economic Development; (c) Land Use and Development; (d) Housing; (e) Health and Social Services; (f) Infrastructure; and (g) Natural and Cultural Resources. Determine how to engage them in the planning process (e.g., Steering Committee, Technical Advisory Committee, one-to-one discussions, focus groups, etc.) and the roles of DLCD and COUNTY in inviting their participation.
- I. Prepare a draft Public Engagement Program for SC discussion and finalization.
- J. Develop a Communication Protocol to ensure clear and effective communication.

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 13

Table 1: ALLOCATION of BASIC RESPONSIBILITIES and TASKS

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
Steering and Technical Advisory Committee Meetings				
• Prepare and distribute agenda 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Prepare handouts. If appropriate, distribute handouts 7-10 days prior to meetings via email. If a SC or TAC member does not have access to email, JURISDICTIONS will ensure the member receives a hard copy 5 days prior to meetings.	X	Assist	Assist	Assist
• Provide language for public notice of meetings if requested.	X			
• Lead and facilitate meetings.	X	Assist		
• Prepare and distribute meeting notes.	X			
• Engage with local internal and external stakeholders about the project and bring their input back to the committee discussions.		X	X	X
Public Engagement Program				
• Execute Public Engagement Program.	Assist	X	X	X
• Lead public engagement meetings and events.	Assist	X	X	X
• Facilitate public engagement meetings and events.	X	Assist	Assist	Assist
• Provide public notice of meetings and events through a variety of means.	Assist	X	X	X
• Shepherd MJNHMP through Planning Commission, Board and Council work sessions and adoption process.	Assist	X	X	X
Plan Development				
• Gather hazard and vulnerability data, existing plans, studies, reports, and technical information.	X	X	X	X
• Provide information on climate change and its influence on hazards.	X			
• Provide GIS services.		X	X	X
• Provide assessor data.		X		
• Provide other data and information.		X	X	X
• Analyze data.	X	Assist	Assist	Assist
• Write plan sections.	X	Assist	Assist	Assist
• Review plan sections.	X	X	X	X
• Edit plan sections.	X	Assist	Assist	Assist
• Finalize plan.	X			
Administrative Functions				

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 14

Responsibility/Task	DLCD	COUNTY	CITIES	SPECIAL DISTRICTS
• Publish notice of meetings and events 7-10 days prior to date of occurrence.		X	X	X
• Print agenda, sign-in sheet and handouts for meetings. DLCD will print color and 11x17 handouts only if none of the JURISDICTIONS has capability and no commercial printer with capability is reasonably available.	Assist	X	X	X
• Develop and maintain during the update and after completion an interactive project web page and link to that page on the jurisdiction’s home page.		X	X	X
• Establish and maintain a listserv, email service, or dedicated email address accessible on the project web page for communication with the public (e.g., distribute news, receive comments).		X	X	X
• Jurisdictions without web access will commit to other methods for ensuring the project information is made available to the public in a timely manner.		X	X	X
• Track and accurately report cost-share in the required format at least quarterly by the deadline set by DLCD.		X	X	X
• Document the planning process by keeping copies of all agendas, sign-in sheets, notices, publications, web page updates, etc. for inclusion in the updated MJNHMP.	X	X	X	X
• Monitor and adjust project schedule.	X	Assist		
• Handle Logistics (space reservations, supplies, copies, audio/visual equipment, etc.) for Steering Committee meetings, public engagement meetings and events, etc. occurring in your jurisdiction.		X	X	X

DELIVERABLES

- DLCD
1. Meeting notes memorializing decisions of Task 4
 2. Revised Draft Scope of Work
 3. Revised MJNHMP Review and Strategy Memo
 4. Revised Project Schedule
 5. Revised Table 1: *ALLOCATION of BASIC RESPONSIBILITIES and TASKS*
 6. Draft Public Engagement Program
 7. Draft Communication Protocol
 8. Cost Share Documentation Forms and Instructions

- COUNTY
1. Draft Steering Committee Roster
 2. Initial Draft Stakeholder Roster

Target Date: February - March 2022

Task 5 Invite and Confirm Participants

In accordance with the method and roles determined in Task 4, (A) invite cities and special districts to participate and appoint SC members and alternates. **Members will serve as their jurisdictions' official contact for the project;** (B) Provide the IGA and Draft SOW to CITIES and DISTRICTS for review, noting that the IGA is not open to substantive revisions; and (C) invite stakeholders to participate. Confirm responses.

If necessary to meet time and budget constraints, DLCD and COUNTY will decide collaboratively and in consultation with the special districts which of them will be included in the updated Tillamook County MJNHMP. Others will be invited to participate and may leverage their participation to support development of addenda for later inclusion into the Tillamook County MJNHMP or into a stand-alone NHMP.

DELIVERABLES

- COUNTY
1. Final Roster of Steering Committee members and alternates
 2. Second Draft Stakeholder or TAC Roster

Target Date: February - March 2022

Task 6 Hold Organizational SC Meeting

The purpose of this meeting is to initiate the project. DLCD and COUNTY will explain the project background, purpose, and requirements and will discuss with the SC the project participant roles, responsibilities, and expectations.

DLCD and COUNTY will lead the SC through discussion of the deliverables of Tasks 4 and 5 and note any revisions.

The SC will review the IGA and SOW and establish a date by which each jurisdiction will sign.

Each jurisdiction will identify a person responsible for cost share tracking and reporting.

Each jurisdiction will identify a person responsible for developing and maintaining an up-to-date project website or otherwise ensuring that project information is made available to the community in a timely manner.

DELIVERABLES

- DLCD
1. Final Scope of Work
 2. Final Project Schedule

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 16

3. Final SC Roster
4. Final Stakeholder or TAC Roster
5. Final Table 1, Allocation of Basic Responsibilities and Tasks
6. Final Communication Protocol
7. Final Public Engagement Plan
8. Cost Share Documentation Forms and Instructions

Target Date: February 2022

- SC
1. Person responsible for cost share tracking and reporting for each jurisdiction
 2. Person responsible for developing and maintaining and up-to-date project website or otherwise ensuring project information is made available to the public in a timely manner for each jurisdiction
 3. **Signed IGA**

Target Date: April 2022

PHASE 2: UPDATE THE TILLAMOOK COUNTY MULTI-JURISDICTIONAL NHMP

Purpose

The purpose of Phase 2 is to update the current Tillamook County MJNHMP such that it meets the requirements of 44 CFR 201.6 and is therefore approvable by FEMA.

Task 7 Review and Update the Risk Assessment

DLCD will lead the SC in reviewing and updating the risk assessment. For each jurisdiction, the updated risk assessment will:

- A. To the extent data is available, describe the type, location, and extent (intensity) of each of the natural hazards to which it is subject and how they may be influenced by climate change.
- B. Identify significant previous occurrences of each hazard.
- C. Assess probability of future occurrence of each hazard.
- D. Describe the geographic (political and physical), social, economic, cultural and historic characteristics, land use, development trends, and changes in development.
- E. Identify NFIP-insured structures that have sustained repetitive flood damages.

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 17

- F. To the extent data is available, assess potential dollar losses to buildings, repetitive flood loss structures, infrastructure, and critical facilities from each hazard.
- G. Assess vulnerability to each hazard.
- H. To the extent reasonable based on limitations of data and analysis, present findings and indicate mitigation priorities.

DELIVERABLES

SC 1. Plans, studies, reports, technical data and information available for review and potential incorporation into the risk assessment

DLCD 1. Number of NFIP-insured structures in each jurisdiction including those having sustained repetitive losses and their respective dollar values

2. Coordinate and conduct group or individual meetings with DISTRICTS, if needed.

Target Date: February - June 2022

COUNTY 1. Coordinate up to two SC meetings.

2. Assist DLCD with coordinating and facilitating DISTRICTS group meeting, if requested.

Target Dates: February -May 2022

DLCD 1. Initial Draft Risk Assessment for SC and public review

Target Dates: June 2022

Task 8 Public Review of Risk Assessment

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on the Draft Risk Assessment. "The public" is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

SC 1. At least one opportunity for public comment completed.

Target Date(s): June 2022

DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: July 2022

- DLCD
1. Final comment and response matrix
 2. Second Draft Risk Assessment incorporating public comments and final comment and response matrix

Target Date: August 2022

Task 9 Review and Update the Mitigation Strategy

DLCD will lead the SC in reviewing and updating the mitigation strategy. The mitigation strategy is the blueprint for reducing the potential losses and vulnerabilities identified through the risk assessment. The mitigation strategy sets mitigation goals; establishes and prioritizes mitigation actions for each jurisdiction; establishes an implementation strategy for accomplishing each action; analyzes the capabilities of each jurisdiction for carrying out its mitigation actions; and describes a process for integrating the content of the MJNHMP into other planning mechanisms. Multi-jurisdictional mitigation actions may be established by some or all of the jurisdictions. For each jurisdiction, the Mitigation Strategy will:

- A. Establish mitigation goals based on the risk assessment.
- B. Assess each jurisdiction's mitigation capabilities.
- C. Document each jurisdiction's participation in the NFIP and continued compliance with its requirements.
- D. Document status of mitigation actions in the current MJNHMP highlighting mitigation progress and successes.
- E. Identify and discuss any changes in mitigation priorities.
- F. Revise and add new mitigation actions reflecting any changes in mitigation priorities and emphasizing new and existing buildings and infrastructure.
- G. Prioritize mitigation actions. Prioritization will include a general, qualitative cost/benefit assessment for mitigation projects.
- H. Establish an implementation strategy for each mitigation action.
- I. Describe the process, method, and timeline for integrating the content of the MJNHMP into other planning mechanisms and highlight any integration that has occurred.

Deliverables

- SC
1. Information about participation in and continued compliance with NFIP
 2. Information for and participation in capability assessment
 3. Information about planning mechanisms and timeline for integration

Target Date: June 2022

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 19

COUNTY 1. Coordinate up to three SC meetings for Tasks 10 and 11 together.

Target Dates: June 2022 – August 2022

DLCD 1. Initial Draft Mitigation Strategy for SC, and public review

Target Dates: August 2022

Task 10 Review and Update the Plan Maintenance Process

DLCD will assist JURISDICTIONS in reviewing the plan maintenance process and revising it as necessary. For each jurisdiction, the Plan Maintenance Process will:

- A. Describe the method and schedule for monitoring, evaluating, and updating the mitigation plan within a five-year cycle.
- B. Describe how the jurisdictions will continue public participation during the plan maintenance process.

DELIVERABLES

- DLCD 1. Initial Draft Plan Maintenance Process for SC review
- 2. Second Draft Plan Maintenance Process incorporating SC comments for public review

Target Date(s): July 2022

Task 11 Public Review of Mitigation Strategy and Plan Maintenance Process

DLCD will assist JURISDICTIONS in developing and executing at least one opportunity for the public to comment on at minimum the Draft Mitigation Strategy and Plan Maintenance Process, and as circumstances warrant potentially the entire Draft MJNHMP. Therefore, this task may occur at this point in the process or later, but not later than between Tasks 13 and 14.

“The public” is understood to include – but not be limited to – citizens and residents, neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests.

DELIVERABLES

- SC 1. At least one opportunity for public comment completed.

Target Date(s): September 2022

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 20

DLCD 1. Draft comment matrix containing public comments and draft responses for SC review

Target Date: September 2022

DLCD 1. Final comment and response matrix incorporating SC comments
2. Second Draft Mitigation Strategy and Plan Maintenance Process incorporating public comments and final comment and response matrix

Target Date: October 2022

Task 12 Document the Planning Process

DLCD will assist JURISDICTIONS in documenting the planning process. Copies of agendas, sign-in sheets, notices, publications, web page updates, etc. will be included in the updated MJNHMP. For each jurisdiction, the Planning Process chapter will:

- A. Describe how the plan was prepared, who was included, how the public was involved, and the opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities; agencies that have the authority to regulate development, businesses, academia, and other private and non-profit interests to be involved in the planning process.
- B. Describe opportunities for public comment during drafting and prior to plan approval.
- C. Describe how plans, studies, reports, technical data and information were incorporated.
- D. Include documentation of the planning process.

DELIVERABLES

SC 1. Provide copies of web page updates, notices, publications, etc.

DLCD 1. Initial Draft Planning Process chapter and documentation for SC review
2. Second Draft Planning Process chapter incorporating SC comments

Target Date(s): February 2021 – October 2022

Task 13 Review and Update Remaining Chapters

DLCD will assist the SC in reviewing and updating any remaining chapters or sections of the current MJNHMP and deciding if there is anything more that needs to be drafted. These may include an Executive Summary, Introduction, lists of tables and figures, glossary, list of acronyms, appendices, etc.

DELIVERABLES

- DLCD 1. Initial draft of remaining chapters or sections for SC review
- 2. Second draft of remaining chapters or sections incorporating SC comments

Target Date(s): January – October 2022

Task 14 Finalize Draft MJNHMP for State and Federal Review

DLCD will edit the entire document and add a cover, title page, acknowledgements, page numbers, FEMA funding credit, etc. to finalize the draft MJNHMP for the review and approval process. Pages will be reserved to insert documentation of the approval process: FEMA’s “Approvable Pending Adoption” letter; evidence of adoption by each jurisdiction; FEMA’s final approval letters; and FEMA’s final Local Mitigation Plan Review Tool.

DELIVERABLES

- DLCD 1. Finalized Draft MJNHMP

Target Date: November 2022

PHASE 3: REVIEW AND APPROVAL PROCESS

Purpose

The purpose of Phase 3 is to ensure that all the necessary steps toward final FEMA approval are taken; the JURISDICTIONS each adopt the updated MJNHMP without substantive changes; and FEMA approves the adopted MJNHMP.

This project is funded by a FEMA Pre-Disaster Mitigation (PDM) mitigation planning grant. A PDM mitigation planning grant must culminate in an NHMP that is adopted by JURISDICTIONS and approved by FEMA. Therefore, JURISDICTIONS agree not only to consider but also to adopt the NHMP that FEMA has agreed to approve.

If a jurisdiction requires a substantive change through its adoption process, the approval process will be restarted.

Task 15 Submit Draft MJNHMP for State and Federal Review

On behalf of JURISDICTIONS, DLCDC will submit the Draft Tillamook County MJNHMP to the Oregon Office of Emergency Management (OEM) for review. OEM will review the draft MJNHMP and when it is FEMA-approvable will submit it to FEMA for formal review. DLCDC, and JURISDICTIONS will make any necessary revisions with review by the SC and public as appropriate until FEMA issues its APA letter.

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 22

DELIVERABLES

- DLCD
1. Submit finalized Draft MJNHMP with completed Local Mitigation Plan Review Tool to OEM.
 2. Make any required changes in consultation with SC and resubmit until OEM and FEMA are satisfied that the draft MJNHMP is approvable as evidenced by receipt of FEMA's APA letter.

Target Date:	Submittal to OEM:	November 2022
	Required Changes Completed:	December 2022
	Submittal to FEMA:	January 2023
	FEMA Review Completed:	February 2023
	Required Changes Completed:	March 2023
	APA Received:	April 2023

Task 16 Adopt Final Draft MJNHMP

JURISDICTIONS will arrange for the FEMA-approvable Final Draft Tillamook County MJNHMP to be considered for adoption by each of their respective boards and councils. Following adoption, each jurisdiction will submit the evidence of adoption (generally a signed resolution) to DLCD. DLCD will then submit the resolutions to FEMA through OEM for final approval.

DELIVERABLES

- SC
1. Provide evidence of adoption to DLCD.
- DLCD
1. Submit evidence of adoption to OEM.
 2. Insert approval process documents into plan.
 3. Record effective date on cover.
 4. Distribute FEMA-approved, finalized Tillamook County MJNHMP to SC members.

Target Date:	Adoption Completed; Evidence to DLCD:	April 2023
	DLCD Submit Evidence to OEM:	April 2023
	FEMA Final Approval Received:	May 2023
	Final Distribution:	May 2023

City of Rockaway Beach Natural Hazards Mitigation Plan Update

DLCD IGA #19160-4-005

Page 23

BUDGET

No funds will be exchanged. DLCD will use PDM 19 grant funds and state funds to execute its tasks. JURISDICTIONS will use their own funds to execute their responsibilities and tasks.

COST SHARE

PDM grants require a 25% cost share. JURISDICTIONS commit to providing cash, in-kind, or a combination of both as their portion of the required 25% cost share. **Federal funds are not allowable as cost share.** JURISDICTIONS will report cost share and provide documentation as required to DLCD on at least a quarterly basis. JURISDICTIONS together will provide a **minimum** cost share of \$15,000.

**CITY OF ROCKAWAY BEACH, OREGON
ORDINANCE NO. 22-442**

**AN ORDINANCE REGULATING THE IMPACTS OF SHORT-TERM RENTALS
WITHIN THE CITY OF ROCKAWAY BEACH AND CREATING A NEW CODE
CHAPTER 113**

RECITALS:

1. The City Council is concerned for the health and welfare of the residents of Rockaway Beach and find that short-term vacation rentals can impact residents' enjoyment of the City and their property.
2. The City Council is also concerned with the health and welfare of visitors to the City that may stay in a private home acting as a short-term vacation rental.
3. In order to balance the interests of neighbors, vacationers, and vacation rental owners, the City Council finds that this ordinance strikes the correct balance and directs the implementation of this ordinance to also take into account the proper balance between these interests.

Now, therefore, the City of Rockaway Beach ordains as follows:

Section 1. The City of Rockaway Beach Code of Ordinances is hereby amended to add a new Chapter 113 as follows:

CHAPTER 113: SHORT-TERM RENTALS

§ 113.01 Definitions.

Dwelling Unit. A building or portion thereof which contains separate living facilities, including provisions for sleeping, eating, cooking and sanitation. A dwelling unit is evidenced by one or more of the following features: 1) refrigeration and cooking capabilities, 2) a sink intended for meal preparation, not including a wet-bar, 3) a dishwashing machine, 4) a separate and distinct entrance door, or 5) a separate utility meter.

Local Agent. Any Person who has been contracted by the owner and has full authority to act on the owner's behalf.

Off-Street Parking. A parking space designated to the dwelling unit not located in the public right of way or street and located within the property lines of the licensed property.

Owner. Any person who, alone or jointly, has title to or an ownership interest in any dwelling unit to be used as a short-term rental.

Overnight. A stay at a short-term rental that lasts for the duration of the evening/night.

Person. Every natural person, firm, partnership, association, social or fraternal organization,

corporation, trust, estate, receiver, syndicate, branch of government, or any group or combination acting as a unit.

Rental Unit. A single dwelling unit that provides complete and independent living facilities.

Renter. A person or group of persons renting a dwelling unit for a period of less than thirty (30) consecutive days.

Short-Term Rental. - The use of a residential dwelling unit by any person or group of persons entitled to occupy the dwelling unit for rent for a period of less than thirty (30) consecutive days.

Short-Term Rental License. A permit to operate a short-term rental in accordance with this Chapter. The licensing year is July 1 to June 30 of the following year and the fee of which is not subject to proration.

Sleeping Room. A fully enclosed habitable space with a heat source and an emergency egress or rescue opening meeting the minimum standards of the current Oregon Residential Specialty Code.

§ 113.02 Short-Term Rental License Application and Application Procedures.

(A) Eligibility to apply for license. A property owner who holds title or a recorded land sale contract to a property with a dwelling unit may apply for a short-term rental license. A license application shall not be accepted or processed until fines related to any violation of the City Code related to the subject property are paid in full. A license application shall not be accepted or processed until all corrective actions related to any violation of the City Code related to the subject property are completed to the City's satisfaction. No person shall occupy, use, operate or manage, or offer or negotiate to use, lease or rent, a dwelling unit for short-term rental unless issued a short-term rental license by the City.

(B) Application. An application packet for a short-term rental license shall be completed and submitted to the City by the owner of the dwelling unit on forms provided by the City. If the dwelling unit is owned by a corporation or other entity, legal documentation, acceptable to the City, detailing the names of all persons with any ownership interest in the entity shall be submitted with the application. At the time of application, an application fee as determined by resolution of the City Council shall be paid to the City. Incomplete application packets shall not be accepted or processed. After one resubmittal, all additional resubmittals for the same property shall require payment of additional application fees. Failure of the owner to supply complete information for the short-term rental application process within 30 days of the initial application submission shall result in the expiration of the application. Applicants can request in writing for a one time only 30-day extension after receiving communication of an incomplete application.

(C) Separate Licenses; Non-Transferability. Each dwelling unit shall have a separate short-term rental license. More than one license may be issued for dwelling units on a single property. The short-term rental license is issued to the owner and does not transfer with the sale or conveyance of the property. All short-term rental license holders must report to the City any change of ownership of their short-term rental, in whatever form, before the transfer of ownership.

(D) License Renewals. All short-term rental licenses must apply for renewed annually for the period of one year from July 1 of the current year to June 30 of the following year. Renewals will be issued so long as all requirements in this Chapter continue to be met, a renewal application is submitted, and applicable fees are paid. If the owner is out of compliance with the provisions of this Chapter or other City Code regulation or requirement related to the licensed property, the City will not renew the license and the property shall no longer be used as a short-term rental. A license shall not be renewed if fines related to a violation of this Chapter or Transient Lodging Taxes related to the licensed property are outstanding. A license shall not be renewed until all corrective actions related to any violation of the City Code related to the licensed property are completed to the City's satisfaction.

§ 113.03 Application and License Fees.

By Council resolution, the City Council shall establish an application fee, a renewal application fee, an annual license fee, and any other appropriate administrative charges for the implementation and operation of this Chapter.

§ 113.04 Short-Term Rental Standards.

Owners shall cause each rental unit to meet the following standards:

(A) House Number. Each rental unit must have either a house number or address identifier visible from the street.

(B) Identification Sign. The owner or local agent shall provide and maintain a sign which lists the short-term rental license number, and a contact telephone number for the owner or local agent. Such signage shall be visible from the street, legible from 10 feet away and shall be no smaller than 93.5 square inches nor larger than 154 square inches. The contact information of all owners and local agents shall be kept current with the City.

(C) Parking. Each dwelling unit must provide the minimum off-street parking spaces shown in the chart below, based upon the date the building was constructed or legally converted to its current use. Parking spaces shall measure no smaller than 9' x 18' each. Such spaces shall not be blocked and shall be available to people using the short-term rental at all times. Location and design of parking spaces shall comply with all applicable City standards. Spaces in a garage may count but they must be available for the renter to park in at all times the rental unit is rented. Trailers for boats and all-terrain vehicles may be allowed, but must fit within an off-street parking space allocated to the rental unit used by the owner of the trailer. Renters shall not block nearby driveways. A parking plan map and notice, identifying the number and location of parking spaces, shall be posted in a conspicuous place within each short-term rental. Language shall be included in the notice that parking shall not, under any circumstances, hinder the path of any emergency vehicle or block neighboring driveways and that renters may be cited and fined if this requirement is not satisfied. A diagram of the parking plan and map shall be required as part of a license application. The maximum number of parking spaces available to the renter shall be conveyed to each renter before the visit.

Date constructed or legally converted	Number of spaces required
---------------------------------------	---------------------------

Prior to 7/30/1974	No off-street parking requirements
7/30/1974 – 3/24/1980	One off-Street per dwelling unit
On and after 3/25/1980	Two off-Street per dwelling unit

(D) Occupancy. The maximum allowable overnight occupancy for each rental unit shall be calculated on the basis of two (2) people per sleeping room plus an additional two (2) people for a one bedroom and an additional four (4) for every additional room after the first, as illustrated in the chart below. Advertisements for a rental unit shall not list a number of occupants that exceeds the number authorized by the City. The maximum allowable overnight occupancy of a short-term rental shall be determined at the time a short-term rental license is issued or renewed and shall be posted in a conspicuous location within the rental unit. Exceeding the posted overnight occupancy at any time for sleeping purposes is prohibited. The owner or the local agent shall notify each renter, in writing or electronically, to the maximum overnight occupancy.

Number of Sleeping Rooms	Allowance per Room	Subtotal	Additional credited	Total Occupancy Allowed
1	2	2	0	4
2	2	4	4	8
3	2	6	4	10
4	2	8	4	12
5	2	10	4	14
6	2	12	4	16

(E) Garbage. During periods of rental unit occupancy, the owner shall provide adequate covered and secured garbage containers in conformance with all related guidelines established by the City. Cans must be secured to prevent animals from knocking them over or getting into them. All garbage must fit within the can and cannot overflow. Owner shall provide the City with evidence that the dwelling unit receives garbage service with each application. Garbage shall be removed a minimum of once per week. The owner or local agent shall notify renters that all garbage must be kept in the secured containers provided for that purpose. No garbage or rubbish may be permitted to leak from containers or vehicles or be strewn upon or scattered over the streets, sidewalks, or other public ways of the city.

(F) Noise. Renters shall not create or cause noise that is offensive to a person of ordinary sensibilities located on the property line of the licensed property between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, and 7:00 p.m. and 10:00 a.m. on weekends.

(G) RVs and Other Temporary Shelters. No recreational vehicle is permitted to be used as a short-term rental. No recreational vehicle, travel trailer or other temporary shelter shall be inhabited or used in conjunction with a short-term rental.

(H) Owner and Local Agent Responsibilities. The owner or local agent shall be able to respond via phone within 30-minutes to complaints and other issues and be able to access the short-term rental. Once a complaint or issue is reported, the owner or local agent shall immediately make direct contact with the renter or appropriate entity by phone to resolve the reported problem. If

the problem cannot be resolved or an immediate resolution is not achieved by phone, the owner or local agent shall make an in-person visit to the short-term rental to rectify the situation within 30-minutes. The owner or local agent shall maintain a telephone number listed within the rental unit and at the City by which to be reached 24-hours a day, 7 days a week, year-round.

(I) Proof of Liability Insurance Coverage. Owner shall provide the City with proof of liability insurance covering the licensed property. The liability insurance coverage shall remain active and in effect during the entire time that the property is licensed as a short-term rental.

§ 113.05 Violations and Penalties.

It is a violation of this Chapter for any person so required to fail or refuse to apply for a license, or operate without a license as required in this Chapter. Any person who violates any provisions of this Chapter is subject to a civil penalty of up to five hundred dollars (\$500) per violation, with each day of a continuing violation constituting a separate violation. The third violation within any consecutive twelve (12) month period shall result in revocation of the short-term rental license for twelve (12) months, after which time the owner may reapply for a new license

Revocation of a short-term rental license shall not constitute a waiver of short-term rental fees and taxes due at the time of revocation.

Section 2. Severability Clause. A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part of this ordinance shall not affect the validity of the remaining parts to this ordinance.

Section 3. Effective Date. Pursuant to the Rockaway Beach City Charter, this ordinance shall become effective on the thirtieth day after its adoption.

1st reading by the Rockaway Beach City Council _____.

2nd reading by the Rockaway Beach City Council _____.

Adopted and Approved by the Rockaway Beach City Council _____.

Susan Wilson, Mayor.

City Council	Aye/Nay
Mary McGinnis	/
Tom Martine	/
Kristine Hayes	/
Terry Walhood	—/
Penny Cheek	—/

Attest:

Luke Shepard, City Manager

DRAFT

City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5
 Rockaway Beach, OR 97136
 (503) 374-1752 FAX (503) 355-8221
www.corb.us * cityhall@corb.us

**APPLICATION USE PERMIT FOR CITY WAYSIDE**

Organization Name: Rockaway Beach Chamber of Commerce and Visitor's Center

Contact Person: Kristine Hayes, Susan Bloomfield, or Laurie Butler

Address: PO Box 198, 103 1st St., Rockaway Beach State: Oregon Zip: 97136

Phone Number: 503-355-8108 Email: rbccsec@gmail.com

Deposit Paid: \$300.00 Date: 05/31/22

Name of Event: Art Festival

Date(s) of Event: 08/19/22-08/21/22 Time(s) of Event: 9 am - 7 pm

Estimated number of people attending: 3,000 Number of Vendors: 15-25

Contact Person(s): Kristine Hayes, Susan Bloomfield, or Laurie Butler

Contact Phone Numbers: 503-812-1600, 503-349-3747, or 503-739-4396

Contact Email: rbccsec@gmail.com

If traffic control is needed, please explain:
No traffic control needed at this time.

MAY 31 REC'D

Please attach a drawing denoting area of Wayside which will be used and manner of use:

Use Regulations:

1. \$2,000,000.00 General Liability Insurance listing the City of Rockaway Beach as an additional insured is required. Insurance should be per occurrence and should not be an aggregate.
2. Cleaning Deposit will be paid at time of application.
3. Restrooms must be maintained by applicant.
4. Garbage can and extra dumpster pickups are the applicant's responsibility including City owned garbage container at site.
5. Wayside must be clean and cleared of all trash, papers, cans, bottles, etc. at the conclusion of the event. This includes perimeter area.
6. Wayside to be barricaded by applicant. (Barricades to be picked up and returned to City shops by applicant).

The City of Rockaway Beach is an Equal Opportunity Employer and TTY accessible at <http://www.oregonrelay.com>

7. Sites to be cleaned and garbage picked up by 10 AM the following day of the event last into the evening.
8. Any property damaged during event is the responsibility of the applicant.
9. No stakes, nails, or any pavement or fixture penetrating device will be used to tie down canopies, tents, etc.
10. Any markings to denote spaces shall be done in street chalk.
11. Application must be submitted at least 45 days prior to the event.
12. Incomplete applications will not be forwarded to City Council for approval.

APPLICANT: I have read and understand my, or my organizations' responsibility regarding these City facilities, and will adhere to the rules set forth.



Signature of Applicant

05/31/22

Date

Deposit- \$300.00 funds will be retained to cover clean up costs, if the site is not cleaned ADEQUATELY, and also damage to City property, including barricades, restrooms, benches, tables, play equipment, etc. (City Council may waive or reduce deposit).

Date approved by City Council: _____

Disposition of Deposit:

Returned Date: _____

Portion of all retained (work order and invoice attached)

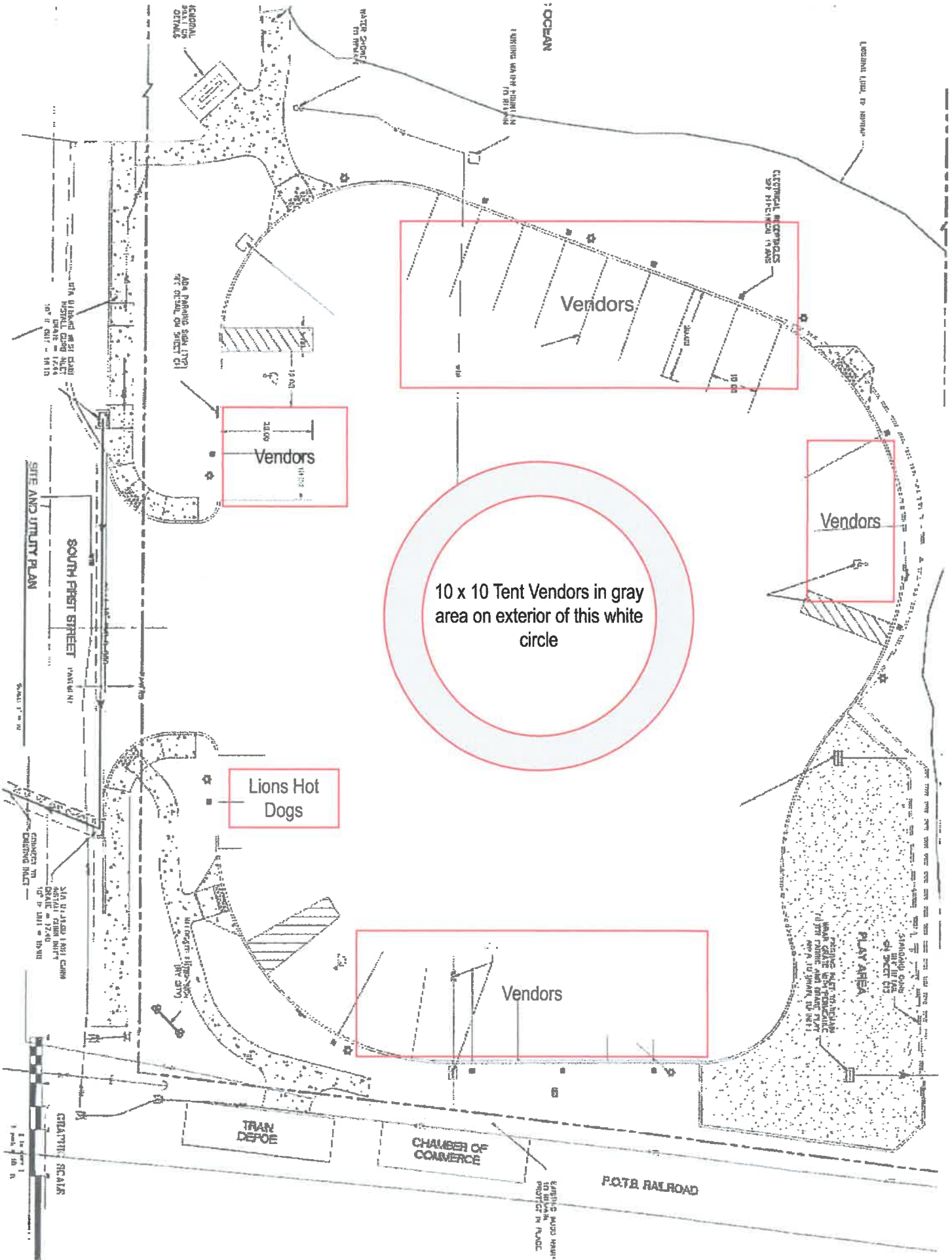
OFFICE USE

Insurance

Drawing

Pre- event Inspection

Post- event Inspection; authorized to return deposit



10 x 10 Tent Vendors in gray area on exterior of this white circle

Vendors

Vendors

Vendors

Vendors

Lions Hot Dogs

PLAY AREA

TRAN DEPOE

CHAMBER OF COMMERCE

P.O.T.B. RAILROAD

SOUTH FIRST STREET

GRANT ST. STAIRS

STAIRS MUST BE LOCATED IN PLACE

PLAY AREA
 PLAY AREA MUST BE LOCATED
 WITHIN THE PLAY AREA TO BE
 USED FOR PLAY

CENTRAL W. CONTACTS
 SEE SPECIFICATIONS

OCEAN

WORKING WITH PLUMBING TO BE IN PLACE

WATER SUPPLY TO BE IN PLACE

LEGEND: LEGAL TO BE IN PLACE

ADA PARKING SIGN LIGHT
 SEE SPECIFICATIONS

ADA COMPLIANT WALKWAY
 SEE SPECIFICATIONS

SITE AND UTILITY PLAN

SCALE: 1" = 10'

SCALE: 1" = 10'



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hull & Company, LLC 10220 SW Greenburg Rd, Ste 600 Bldg 2 Portland OR 97223	CONTACT NAME: Cheryl Spellman	
	PHONE (A/C No, Ext): (503)842-8213	FAX (A/C No): (503)842-4932
E-MAIL ADDRESS: cspellman@hudson-tillamook.com		INSURER(S) AFFORDING COVERAGE
		INSURER A: Capitol Specialty Ins Corp
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
INSURED Rockaway Beach Chamber of Commerce PO Box 198 Rockaway Beach OR 97136		NAIC # 10328


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	CS21007414-01	10/26/21	10/26/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					MED EXP (Any one person) \$ 5,000
	OTHER:					PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				BODILY INJURY (Per accident) \$
	DED RETENTION \$					PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
A	COMMERCIAL PROPERTY	Y	CS21007414-01	10/26/2021	10/26/2022	E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED PER FORM CG2012 12/19 - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS

LOCATION: 103 South 1st St. Rockaway Beach, OR 97136

CERTIFICATE HOLDER City of Rockaway Beach It's agents, employees, authorized volunteers, elected and appointed officials PO Box 5 Rockaway Beach OR 97136	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.