



# City of Rockaway Beach

## Regular City Council Meeting Agenda

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**Date:** Wednesday, September 13, 2023  
**Time:** 6:00 P.M.  
**Location:** Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

**Watch live stream here:** [corb.us/live-stream](https://corb.us/live-stream)  
**View meeting later here:** <https://janescottvideoproductions.com>

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[Regular City Council Meeting](#)

Meeting ID: 890 2597 7316

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**Comments may be submitted electronically by sending an email no later than 48 hours prior to the meeting to [CityHall@Corb.us](mailto:CityHall@Corb.us)**

**1. CALL TO ORDER – Charles McNeilly, Mayor**

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

Mayor: Charles McNeilly

Councilors: Penny Cheek, Mary McGinnis, Tom Martine, Kristine Hayes, Alesia Franken

**4. CONSENT AGENDA**

- a. Approval of August 9, 2023 Regular Meeting Minutes
- b. Approval of August 9, 2023 Workshop Minutes
- c. Review of August 2023 Check Register

**5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS**

- a. Jetty Creek Watershed Working Group – Jon Wickersham, North Coast Land Conservancy
- b. Business Façade Improvement Grant - Nan Devlin, Tillamook Coast Visitors Association

**6. STAFF REPORTS**

- a. Fire Department
- b. Sheriff's Office
- c. Public Works
- d. City Manager

**7. PUBLIC HEARING – None Scheduled**

**8. CITIZEN INPUT ON NON-AGENDA ITEMS**

Rockaway Beach City Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-374-1752.

**9. OLD BUSINESS – None Scheduled**

**10. NEW BUSINESS**

- a. Consideration of **Resolution 23-1003** Approving Fire Apparatus Purchase & Financing
- b. Consideration of **Resolution 23-1004** Approving Awards for the 2023 Community Grant Program
- c. Consideration of **Resolution 23-1005** Approving a Memorandum of Understanding Among the Participants of the Jetty Creek Working Group
- d. Consideration of **Resolution 23-1006** Approving a Lease Agreement with Tillamook County for the Lake Lytle Boat Launch
- e. Consideration of **Resolution 23-1008** Approving a Lease Agreement with Neah-Kah-Nie School District No. 56 for Tennis Court Property

**11. ITEMS REMOVED FROM CONSENT AGENDA**

**12. COUNCIL CONCERNS**

**13. MAYOR'S REPORT**

**14. ADJOURNMENT**



# City of Rockaway Beach

## Regular City Council Meeting Minutes

---

**Date:** Wednesday, August 9, 2023  
**Location:** Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

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### 1. CALL TO ORDER

Mayor McNeilly called the meeting to order at 6:00 p.m.

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

Start time: [06:00:27 PM \(00:00:25\)](#)

[Mayor - Charles McNeilly: Present](#)

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

[Position #4 - Alesia Franken: Present](#)

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

[Position #5 - Penelope Cheek: Present \(joined at 6:07 p.m.\)](#)

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

**Staff Present:** Luke Shepard, City Manager; Melissa Thompson, City Recorder; Dan Emerson, Public Works Superintendent; Todd Hesse, Fire Chief; and Kevin Grogan, Sheriff's Department Deputy.

### 4. CONSENT AGENDA

Start time: [06:00:51 PM \(00:00:49\)](#)

- a. Approval of July 12, 2023 Regular Meeting Minutes
- b. Approval of July 12, 2023 Workshop Minutes
- c. Review of July 2023 Check Register

Martine made a **motion**, seconded by Franken, to adopt the Consent Agenda.

The **motion carried** by the following vote:

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

[Position #4 - Alesia Franken: 2nd](#)

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

[Position #4 - Alesia Franken: Approve](#)

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

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

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

## 5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

- a. ~~Jetty Creek Watershed Working Group (item removed from agenda)~~
- b. **Street Improvement Plan Proposal – Matt Del Moro, HBH Consulting Engineers**  
Start time: [06:02:31 PM \(00:02:29\)](#)

Del Moro shared a presentation, providing an overview of HBH Consulting Engineers' proposal for a capital improvement plan for streets. Del Moro and Shepard answered clarifying questions from the Council regarding the schedule, public involvement, and the number of HBH staff that would be involved in the project.

- c. **Salmonberry Trail Community Path Design Memorandum – Jon-Paul Bowles, Destination Management Advisors**  
Start time: [06:09:42 PM \(00:09:40\)](#)

Bowles shared a presentation on the Salmonberry Trail Community Path Design Project final report. Bowles answered clarifying questions from the Council regarding design recommendations, response to community outreach, and next steps.

## 6. STAFF REPORTS

- a. **Fire Department**  
Start time: [06:35:57 PM \(00:35:55\)](#)

Hesse presented his staff report on the activities and operations of the Rockaway Beach Fire Rescue department for the month of July 2023. He noted an amended total of 8 trainings in July.

- b. **Sheriff's Office**  
Start time: [06:44:13 PM \(00:44:11\)](#)

Grogan summarized the Sheriff's Office report for July 2023.

- b. **Public Works**  
Start time: [06:46:02 PM \(00:46:00\)](#)

Emerson presented his report on Public Works department activities in July. He added that an Oregon Department of Transportation (ODOT) speed zone investigation for the area just north of Nedonna Road to just south of Minnehaha Street was completed and the ODOT decision was to retain the existing 30 mile per hour speed, but extend it north by .28 miles into the existing 45 miles per hour speed zone. Emerson answered clarifying questions for the Council regarding the

speed zone investigation. There were Council suggestions about how to provide public notice regarding water conservation.

**c. City Manager**

Start time: [06:54:40 PM \(00:54:38\)](#)

Shepard shared a presentation providing background information on the business items on the agenda. He presented a tentative meeting schedule for the Street Capital Improvements Plan. Shepard reviewed several grants that the City was pursuing, provided an update and tentative meeting schedule for the Destination Management Plan, and provided additional updates on other current tasks and projects.

**7. PUBLIC HEARING – None Scheduled**

**8. CITIZEN INPUT ON NON-AGENDA ITEMS**

Start time: [07:08:15 PM \(01:08:13\)](#)

Goldea See commented that it can be difficult for older people to get from the mainland down to the ocean.

McNeilly noted that there was a project planned to install stairs and a ramp for more accessible beach access at the Wayside.

McNeilly announced that the new Council Meeting rules will take effect on August 11, 2023. The public comment time will change from 5 minutes to 4 minutes, which will allow two additional participants to speak within the 40-minute time allotted for public comment.

**9. OLD BUSINESS – None Scheduled**

**10. NEW BUSINESS**

**a. Consideration of Resolution 23-999 Adopting Community Path Design Memorandum**

Start time: [07:10:57 PM \(01:10:55\)](#)

McNeilly explained that this resolution adopts a conceptual design memorandum for the Rockaway Beach section of the Salmonberry Trail. After widespread community engagement, Destination Management Advisors (DMA) has completed this design memo to act as a guiding document for the next phase of the project.

No audience members wished to comment.

Hayes made a **motion**, seconded by Cheek, to approve Resolution 23-999 Adopting Community Path Design Memorandum

Hayes commented that some of the public meetings were not heavily attended which suggests that citizens really wanted the path and there wasn't opposition to it.

The **motion carried** by the following vote:

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

**a. Consideration of Resolution 23-1001 Approving a Proposal from HBH Consulting Engineers for a Street Capital Improvements Plan**

Start time: [07:13:21 PM \(01:13:19\)](#)

McNeilly said that this resolution approves a proposal from HBH Consulting Engineers to complete a Street Capital Improvement Plan. The total estimate for time and materials is \$35,250.

No audience members wished to comment.

Martine made a **motion**, seconded by McGinnis, to approve Resolution 23-1001 Approving a Proposal from HBH Consulting Engineers for a Street Capital Improvements Plan.

The **motion carried** by the following vote:

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

**b. Consideration of Resolution 23-1002 Adopting Paid Leave Oregon Policy**

Start time: [07:14:58 PM \(01:14:56\)](#)

McNeilly shared that this resolution adopts a policy for Paid Leave Oregon, a new state-run program that allows employees paid time off for family leave, medical leave, and safe leave.

No audience members wished to comment.

Franken made a **motion**, seconded by Hayes, to approve Resolution 23-1002 Adopting Paid Leave Oregon Policy.

Shepard clarified for Cheek that the employee union contract was already updated to reflect Paid Leave Oregon.

The **motion carried** by the following vote:

[Position #4 - Alesia Franken: Motion](#)

[Position #3 - Kristine Hayes: 2nd](#)

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

[Position #4 - Alesia Franken: Approve](#)

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

[Position #5 - Penelope Cheek: Abstain \(due to technical difficulties\)](#)

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

## 11. ITEMS REMOVED FROM CONSENT AGENDA – None removed.

## 12. COUNCIL CONCERNS

Start time: [07:16:56 PM \(01:16:54\)](#)

Franken thanked Shepard and staff for keeping the Council updated and the City moving forward with projects. She thanked Emerson for providing updates on the water situation and his conscientious approach.

Hayes commented on the thoroughness of the meeting packet materials, project spreadsheet and other data being provided in order to make decisions. She noted that she was happy about new staff. Hayes shared that she heard positive comments from the public regarding trash and restroom facilities and it reflects how well staff cares for the community.

Martine commented on activities at the Lake Lytle boat ramp and suggested that signs be posted indicating that it is illegal to flush boat motors.

Cheek apologized for the technical difficulties, and commented that it was a great meeting. She added that she appreciated the efforts that Bowles put into the Salmonberry Trail Community Path project and was glad it was moving forward.

McGinnis reported on positive comments she heard from a community member. She commended the work that the City is doing, noting that a project list that the City Manager shared with the Council at the Workshop meeting would be available on the City website.

### 13. MAYOR'S REPORT

Start time: [07:23:17 PM \(01:23:15\)](#)

McNeilly reported that the next “Coffee with Manager and Mayor” meeting will be held Thursday, August 24, 2023. He said that a summary of issues shared by residents at the July meeting was included in the agenda packet.

McNeilly commented on residents’ concerns about the increase in short-term rentals (STRs) and their impact on the city. McNeilly commented that it may be time to consider a phase two review of the Short-Term Rental Ordinance to discuss what the City needs to do to both support the STR industry, but also support residents in maintaining their quality of life.

McNeilly also commented on concerns regarding sidewalks. He said it was noted that the TSP and Comprehensive Plan both call for extending sidewalks north and south on Highway 101. He encouraged the Chamber of Commerce and Business Association to join forces and explore the viability of establishing a Local Improvement District (LID) to fund sidewalk improvements.

McNeilly added that a long-time resident recently commented on positive changes in the community.

### 14. ADJOURNMENT

Start time: [07:26:41 PM \(01:26:39\)](#)

Martine **moved**, seconded by McGinnis, to adjourn the meeting at 7:27 p.m.

The **motion carried** by the following vote:

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

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

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

[Position #4 - Alesia Franken: Approve](#)

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

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

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

MINUTES APPROVED THIS  
13<sup>TH</sup> DAY OF SEPTEMBER 2023

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Charles McNeilly, Mayor

ATTEST

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Melissa Thompson, City Recorder





# City of Rockaway Beach

## City Council Workshop Minutes

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**Date:** Wednesday, August 9, 2023  
**Time:** 4:30 P.M. – 5:40 P.M.  
**Location:** Rockaway Beach City Hall, 276 HWY 101 - Civic Facility

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### 1. CALL TO ORDER

Mayor McNeilly called the meeting to order at 4:30 p.m.

### 2. ROLL CALL

Start time: [04:30:23 PM \(00:00:02\)](#)

[Mayor - Charles McNeilly: Present](#)

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

[Position #4 - Alesia Franken: Present \(arrived at 4:31p.m.\)](#)

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

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

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

**Staff Present:** Luke Shepard, City Manager; Melissa Thompson, City Recorder; and Todd Hesse, Fire Chief

### 3. COUNCIL BRIEFING/DISCUSSION

#### a. Fire Rescue Department Capital Purchase Funding Options

Start time: [04:31:35 PM \(00:01:14\)](#)

Shepard provided background information and invited Hesse to give a presentation. Hesse gave a presentation on a Fire Engine Replacement Project, proposing to replace Engine 21 with a Ladder 21. Hesse reviewed financing options and recommended the lease to own option. He noted that a demo apparatus may be available at a reduced price for delivery in December 2024. Hesse answered clarifying questions for the Council. Shepard answered clarifying questions regarding financing and budget. After discussion, there was Council consensus to have Hesse review informal financing information from two other companies, and a desire to have prepayment penalty information. There was Council consensus to hold a Special Meeting on August 23, 2023 to expedite the decision to authorize the purchase. There was discussion regarding ensuring that adequate notice was provided for the Special Meeting.

#### b. Project/Task Priorities

Start time: [05:12:04 PM \(00:41:43\)](#)

Shepard presented a list of projects and tasks that staff were working on. He explained that he wanted the Council to be informed, to confirm that the list was complete, and to ensure that the projects and tasks match the Council's priorities. Shepard reviewed the project/task priorities with the Council, solicited input, and answered questions. Items 1 through 14 were

discussed. It was noted that the list would be revisited at future meetings, and that the Council could also email to Shepard any items they would like to propose be added to the list.

#### 4. ADJOURNMENT

Start time: [05:41:55 PM \(01:11:34\)](#)

Martine made a **motion**, seconded by Franken, to adjourn the meeting at 5:42 p.m.

The **motion carried** by the following vote:

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

[Position #4 - Alesia Franken: 2nd](#)

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

[Position #4 - Alesia Franken: Approve](#)

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

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

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

MINUTES APPROVED THIS  
13<sup>TH</sup> DAY OF SEPTEMBER 2023

---

Charles McNeilly, Mayor

ATTEST

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Melissa Thompson, City Recorder

CITY OF ROCKAWAY BEACH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES &amp; RESOURCES</u>					
10-31-4010	.00	2,085.10	435,000.00	432,914.90	.5
10-31-4020	.00	960.13	8,500.00	7,539.87	11.3
10-31-4040	.00	3,407.94	26,000.00	22,592.06	13.1
10-31-4050	.00	96.23	1,200.00	1,103.77	8.0
10-31-4060	.00	10,065.52	30,000.00	19,934.48	33.6
	.00	16,614.92	500,700.00	484,085.08	3.3
<u>GRANTS, LOANS &amp; BONDS</u>					
10-33-4185	.00	.00	20,000.00	20,000.00	.0
	.00	.00	20,000.00	20,000.00	.0
<u>FEES &amp; SERVICES</u>					
10-34-4060	21,074.86	287,164.66	280,000.00	( 7,164.66)	102.6
10-34-4080	275.00	1,100.00	.00	( 1,100.00)	.0
10-34-4085	4,297.50	6,560.00	21,000.00	14,440.00	31.2
10-34-4141	.00	175.00	850.00	675.00	20.6
10-34-4142	946.00	1,892.00	11,500.00	9,608.00	16.5
10-34-4145	.00	.00	500.00	500.00	.0
10-34-4146	225.64	584.51	2,650.00	2,065.49	22.1
	26,819.00	297,476.17	316,500.00	19,023.83	94.0
<u>FIRE DEPARTMENT</u>					
10-35-4091	.00	.00	30,000.00	30,000.00	.0
10-35-4092	.00	.00	10,000.00	10,000.00	.0
10-35-4093	.00	.00	500.00	500.00	.0
10-35-4185	.00	.00	50.00	50.00	.0
10-35-4186	20,780.00	20,896.19	125,000.00	104,103.81	16.7
	20,780.00	20,896.19	165,550.00	144,653.81	12.6
<u>OTHER REVENUES</u>					
10-36-4120	.00	.00	12,500.00	12,500.00	.0
10-36-4150	.00	738.19	12,000.00	11,261.81	6.2
10-36-4190	.00	.00	1,000.00	1,000.00	.0
	.00	738.19	25,500.00	24,761.81	2.9

DRAFT

CITY OF ROCKAWAY BEACH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>POLICE DEPARTMENT</u>					
10-37-4100 CITATIONS - FINES & FORFEITS	473.05	796.05	15,000.00	14,203.95	5.3
TOTAL POLICE DEPARTMENT	473.05	796.05	15,000.00	14,203.95	5.3
<u>TRANSFERS</u>					
10-39-4030 TIF - TRT POLICE	.00	.00	344,921.00	344,921.00	.0
10-39-4032 TIF -SEWER OP	.00	.00	45,000.00	45,000.00	.0
10-39-4036 TIF-TRT-P&R	.00	.00	21,218.00	21,218.00	.0
10-39-4037 TIF - CC	.00	.00	45,000.00	45,000.00	.0
10-39-4038 TIF- TRT-GF PW CAP OUTLAY	.00	.00	39,187.00	39,187.00	.0
10-39-4052 TIF - TRT-CTY BEAUTIF	.00	.00	5,000.00	5,000.00	.0
10-39-4053 TIF - TRT FIRE DEPT	.00	.00	421,825.00	421,825.00	.0
10-39-4055 TIF - TRT USDA LOAN	.00	.00	64,000.00	64,000.00	.0
TOTAL TRANSFERS	.00	.00	986,151.00	986,151.00	.0
TOTAL FUND REVENUE	48,072.05	336,521.52	2,029,401.00	1,692,879.48	16.6

DRAFT

CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT	
<u>POLICE DEPARTMENT</u>						
10-45-6531	CODE ENFORCEMENT	.00	.00	65,000.00	65,000.00	.0
10-45-6550	MATERIALS SUPPLIES	21,843.97	41,843.97	564,712.00	522,868.03	7.4
TOTAL POLICE DEPARTMENT		21,843.97	41,843.97	629,712.00	587,868.03	6.6
<u>FIRE DEPARTMENT</u>						
10-46-5052	FIRE CHIEF WAGES	9,802.54	18,158.78	102,700.00	84,541.22	17.7
10-46-5053	FIREFIGHTERS	18,110.41	33,906.59	138,136.00	104,229.41	24.6
10-46-5054	OVERTIME-FIRE DEPARTMENT	.00	.00	5,000.00	5,000.00	.0
10-46-5061	VOLUNTEER FIRE FIGHTER BONUS	.00	5,310.90	41,250.00	35,939.10	12.9
10-46-5062	RECORD KEEPING & TRAINING	250.00	500.00	3,500.00	3,000.00	14.3
10-46-5152	PAYROLL EXPENSES - FIRE	12,937.84	30,837.72	223,697.00	192,859.28	13.8
10-46-6110	ELECTRICITY	188.70	188.70	3,500.00	3,311.30	5.4
10-46-6530	TELEPHONE	3,820.18	4,018.72	8,500.00	4,481.28	47.3
10-46-6535	MEDICAL	1,634.16	1,634.16	10,000.00	8,365.84	16.3
10-46-6555	SUPPLIES, GEAR & SERVICES	3,577.20	4,009.91	40,000.00	35,990.09	10.0
10-46-6570	INS- VEHICLE, LIAB, EQUIP, BLD	15,854.40	15,854.40	20,000.00	4,145.60	79.3
10-46-6580	FUEL & OIL	815.32	815.32	10,000.00	9,184.68	8.2
10-46-6582	ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630	FIRE BLDG MAINT	528.63	572.02	15,000.00	14,427.98	3.8
10-46-6660	SAFETY TRAINING & FIRST AID	1,075.47	1,075.47	14,000.00	12,924.53	7.7
10-46-6670	REQUIRED EQUIP TESTING	.00	.00	10,000.00	10,000.00	.0
10-46-6690	VEHICLE MAINT, SUP & REP	.00	.00	20,000.00	20,000.00	.0
TOTAL FIRE DEPARTMENT		68,594.85	116,882.69	666,783.00	549,900.31	17.5

DRAFT

CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-48-5057 OFFICE ASSISTANT	10,235.40	20,587.98	119,390.00	98,802.02	17.2
10-48-5065 OVERTIME - CITY HALL	.00	.00	4,000.00	4,000.00	.0
10-48-5075 ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082 CITY MANAGER	6,649.86	13,299.72	83,790.00	70,490.28	15.9
10-48-5085 MAYOR & COUNCIL STIPEND	125.00	250.00	1,100.00	850.00	22.7
10-48-5152 PAYROLL EXP - ADMIN	8,940.17	18,954.33	172,690.00	153,735.67	11.0
10-48-6410 PLANNING & ZONING	6,386.54	6,386.54	155,000.00	148,613.46	4.1
10-48-6440 REFUNDABLE DEPOSITS	.00	.00	500.00	500.00	.0
10-48-6530 TELEPHONE	95.57	95.57	6,000.00	5,904.43	1.6
10-48-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	12,177.53	12,177.53	8,000.00	( 4,177.53)	152.2
10-48-6571 TECHNOLOGY & DATA PROCESSING	368.21	765.21	45,000.00	44,234.79	1.7
10-48-6577 ORDINANCE UPDATE	.00	.00	2,500.00	2,500.00	.0
10-48-6596 EMERGENCY SERVICES EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-48-6666 CITY BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-48-6667 STORM DAMAGE REPAIR	.00	.00	100.00	100.00	.0
10-48-6830 CITY HALL OPERATIONS	4,785.06	6,858.45	83,000.00	76,141.55	8.3
10-48-6831 DUES-CITY, OFFICIALS & STAFF	50.03	1,599.06	2,500.00	900.94	64.0
10-48-6835 BANK FEES	.00	39.03	2,000.00	1,960.97	2.0
10-48-6840 COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850 ATTORNEY	2,209.00	2,209.00	29,000.00	26,791.00	7.6
10-48-6870 AUDIT & BOND	323.25	323.25	8,000.00	7,676.75	4.0
10-48-6880 ADVERTISING	207.70	207.70	2,000.00	1,792.30	10.4
10-48-6890 STATIONERY & SUPPLIES	529.05	529.05	12,000.00	11,470.95	4.4
10-48-6915 TRAVEL & TRAIN-STAFF	1,272.00	1,272.00	5,000.00	3,728.00	25.4
10-48-6920 BLDG MAINT-CTY HALL	346.35	3,798.19	35,000.00	31,201.81	10.9
10-48-6931 COUNCIL EXPENSE	983.41	983.41	1,000.00	16.59	98.3
10-48-6932 CITY MANAGER FUND	.00	.00	500.00	500.00	.0
10-48-6954 REVENUE SHARING PMTS	.00	.00	60,000.00	60,000.00	.0
10-48-6999 OPERATING CONTINGENCY - GF	.00	.00	200,000.00	200,000.00	.0
10-48-8000 GENERAL FUND CAPITAL PROJECTS	.00	.00	60,405.00	60,405.00	.0
10-48-8041 TO - ROADS/STREETS, FRANCHISE	.00	.00	49,370.00	49,370.00	.0
10-48-8044 TO -FIRE EQUIPMENT RESERVE	.00	.00	45,000.00	45,000.00	.0
10-48-8518 DEBT SVC - USDA LOAN	624.65	55,779.65	140,000.00	84,220.35	39.8
<b>TOTAL ADMINISTRATION</b>	<b>56,308.78</b>	<b>146,115.67</b>	<b>1,342,945.00</b>	<b>1,196,829.33</b>	<b>10.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>146,747.60</b>	<b>304,842.33</b>	<b>2,639,440.00</b>	<b>2,334,597.67</b>	<b>11.6</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 98,675.55)</b>	<b>31,679.19</b>	<b>( 610,039.00)</b>	<b>( 641,718.19)</b>	<b>5.2</b>

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
14-36-4120 INTEREST INCOME	.00	.00	1,200.00	1,200.00	.0
TOTAL OTHER INCOME	.00	.00	1,200.00	1,200.00	.0
<u>TRANSFERS</u>					
14-39-4026 TIF - GF	.00	.00	45,000.00	45,000.00	.0
14-39-4030 TIF - TRT	.00	.00	371,607.00	371,607.00	.0
TOTAL TRANSFERS	.00	.00	416,607.00	416,607.00	.0
TOTAL FUND REVENUE	.00	.00	417,807.00	417,807.00	.0

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>						
14-47-7621	FIRE EQUIP & CAPITAL OUTLAY	.00	.00	375,000.00	375,000.00	.0
	TOTAL FIRE DEPARTMENT	.00	.00	375,000.00	375,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	375,000.00	375,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	42,807.00	42,807.00	.0

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

LOAN PAYMENT RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
16-36-4120 INTEREST INCOME	.00	.00	2,500.00	2,500.00	.0
TOTAL OTHER INCOME	.00	.00	2,500.00	2,500.00	.0
TOTAL FUND REVENUE	.00	.00	2,500.00	2,500.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	2,500.00	2,500.00	.0

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

PROJECT & EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
21-36-4120 INTEREST INCOME	.00	.00	3,000.00	3,000.00	.0
TOTAL OTHER INCOME	.00	.00	3,000.00	3,000.00	.0
<u>TRANSFERS IN</u>					
21-39-4030 TIF - TRT	.00	.00	1,190,481.00	1,190,481.00	.0
TOTAL TRANSFERS IN	.00	.00	1,190,481.00	1,190,481.00	.0
TOTAL FUND REVENUE	.00	.00	1,193,481.00	1,193,481.00	.0

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

PROJECT & EQUIP RESERVE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CAPITAL OUTLAY</u>					
21-47-7577 TOURISM CAPITAL PROJECTS	89,524.03	148,259.03	2,425,000.00	2,276,740.97	6.1
TOTAL CAPITAL OUTLAY	89,524.03	148,259.03	2,425,000.00	2,276,740.97	6.1
TOTAL FUND EXPENDITURES	89,524.03	148,259.03	2,425,000.00	2,276,740.97	6.1
NET REVENUE OVER EXPENDITURES	( 89,524.03)	( 148,259.03)	( 1,231,519.00)	( 1,083,259.97)	( 12.0)

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CITY OF ROCKAWAY BEACH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE REVENUE</u>					
30-31-2985 RESTRICTED BIKE PATHS ODOT	.00	.00	1,000.00	1,000.00	.0
30-31-4340 STATE STREET - DMV - REVENUE	.00	11,081.16	114,000.00	102,918.84	9.7
<b>TOTAL STATE REVENUE</b>	<b>.00</b>	<b>11,081.16</b>	<b>115,000.00</b>	<b>103,918.84</b>	<b>9.6</b>
<u>OTHER REVENUE</u>					
30-36-4120 INTEREST INCOME	.00	.00	16,500.00	16,500.00	.0
<b>TOTAL OTHER REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>16,500.00</b>	<b>16,500.00</b>	<b>.0</b>
<u>TRANSFERS</u>					
30-39-4030 TIF - TRT	.00	.00	370,926.00	370,926.00	.0
30-39-4038 TIF - GEN FND	.00	.00	49,370.00	49,370.00	.0
<b>TOTAL TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>420,296.00</b>	<b>420,296.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>11,081.16</b>	<b>551,796.00</b>	<b>540,714.84</b>	<b>2.0</b>

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
30-41-5055	4,802.47	9,982.60	75,658.00	65,675.40	13.2
30-41-5056	.00	.00	2,000.00	2,000.00	.0
30-41-5058	.00	.00	11,090.00	11,090.00	.0
30-41-5059	774.10	1,548.19	.00	( 1,548.19)	.0
30-41-5065	.00	.00	2,000.00	2,000.00	.0
30-41-5075	.00	.00	2,000.00	2,000.00	.0
30-41-5082	949.99	1,899.98	11,970.00	10,070.02	15.9
30-41-5085	25.00	50.00	500.00	450.00	10.0
30-41-5152	3,584.71	10,249.53	82,858.00	72,608.47	12.4
TOTAL PERSONNEL SERVICES	10,136.27	23,730.30	188,076.00	164,345.70	12.6
<u>MATERIALS &amp; SERVICES</u>					
30-45-6125	161.18	199.34	2,100.00	1,900.66	9.5
30-45-6130	6,899.19	10,753.71	35,000.00	24,246.29	30.7
30-45-6131	350.00	350.00	5,000.00	4,650.00	7.0
30-45-6570	6,110.01	6,110.01	5,000.00	( 1,110.01)	122.2
30-45-6572	1,432.00	2,828.00	23,000.00	20,172.00	12.3
30-45-6580	585.65	585.65	7,000.00	6,414.35	8.4
30-45-6592	.00	.00	1,500.00	1,500.00	.0
30-45-6600	.00	.00	10,000.00	10,000.00	.0
30-45-6610	63.31	63.31	4,000.00	3,936.69	1.6
30-45-6620	.00	.00	6,000.00	6,000.00	.0
30-45-6667	.00	.00	1,000.00	1,000.00	.0
30-45-6690	14.99	14.99	15,000.00	14,985.01	.1
30-45-6800	3,804.60	4,127.14	32,000.00	27,872.86	12.9
TOTAL MATERIALS & SERVICES	19,420.93	25,032.15	146,600.00	121,567.85	17.1
<u>CAPITAL OUTLAY</u>					
30-47-7502	.00	.00	67,000.00	67,000.00	.0
30-47-7506	.00	.00	150,000.00	150,000.00	.0
30-47-7507	.00	.00	30,000.00	30,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	247,000.00	247,000.00	.0
<u>CONTINGENCY</u>					
30-48-7999	.00	.00	50,000.00	50,000.00	.0
TOTAL CONTINGENCY	.00	.00	50,000.00	50,000.00	.0
TOTAL FUND EXPENDITURES	29,557.20	48,762.45	631,676.00	582,913.55	7.7

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	( 29,557.20)	( 37,681.29)	( 79,880.00)	( 42,198.71)	( 47.2)

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
39-36-4120 INTEREST INCOME	.00	.00	1,000.00	1,000.00	.0
TOTAL OTHER INCOME	.00	.00	1,000.00	1,000.00	.0
<u>FEEES</u>					
39-38-4940 IMP FEES - TRANSPORT SDC	2,700.00	5,400.00	18,000.00	12,600.00	30.0
TOTAL FEES	2,700.00	5,400.00	18,000.00	12,600.00	30.0
TOTAL FUND REVENUE	2,700.00	5,400.00	19,000.00	13,600.00	28.4

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
39-47-7880 CONT MAT - IMP TRANS	.00	.00	185,000.00	185,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	185,000.00	185,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	185,000.00	185,000.00	.0
NET REVENUE OVER EXPENDITURES	2,700.00	5,400.00	( 166,000.00)	( 171,400.00)	3.3

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
40-34-4540 WATER SERVICE BASE	243,189.18	242,955.15	1,215,040.00	972,084.85	20.0
40-34-4550 NEW WATER CONNECTIONS	600.00	900.00	28,250.00	27,350.00	3.2
40-34-4560 WATER MASTER PLAN	12,818.16	12,828.29	74,375.00	61,546.71	17.3
<b>TOTAL REVENUE</b>	<b>256,607.34</b>	<b>256,683.44</b>	<b>1,317,665.00</b>	<b>1,060,981.56</b>	<b>19.5</b>
<u>INTEREST &amp; MISC</u>					
40-36-4120 INT - WATER OP	.00	.00	5,500.00	5,500.00	.0
40-36-4150 MISC RCPTS - WTR OP FUND	2,265.00	2,265.00	2,825,800.00	2,823,535.00	.1
<b>TOTAL INTEREST &amp; MISC</b>	<b>2,265.00</b>	<b>2,265.00</b>	<b>2,831,300.00</b>	<b>2,829,035.00</b>	<b>.1</b>
<b>TOTAL FUND REVENUE</b>	<b>258,872.34</b>	<b>258,948.44</b>	<b>4,148,965.00</b>	<b>3,890,016.56</b>	<b>6.2</b>

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
40-41-5054	.00	.00	2,338.00	2,338.00	.0
40-41-5055	8,018.83	16,364.22	112,500.00	96,135.78	14.6
40-41-5056	.00	.00	2,000.00	2,000.00	.0
40-41-5057	10,368.59	20,850.87	121,443.00	100,592.13	17.2
40-41-5058	.00	.00	49,031.00	49,031.00	.0
40-41-5059	8,586.87	17,395.74	96,078.00	78,682.26	18.1
40-41-5064	.00	.00	2,000.00	2,000.00	.0
40-41-5065	337.82	1,300.68	14,000.00	12,699.32	9.3
40-41-5067	.00	.00	1,000.00	1,000.00	.0
40-41-5075	.00	.00	5,000.00	5,000.00	.0
40-41-5082	949.99	1,899.98	11,970.00	10,070.02	15.9
40-41-5085	75.00	150.00	1,400.00	1,250.00	10.7
40-41-5152	14,953.50	32,990.29	289,633.00	256,642.71	11.4
<b>TOTAL PERSONNEL SERVICES</b>	<b>43,290.60</b>	<b>90,951.78</b>	<b>708,393.00</b>	<b>617,441.22</b>	<b>12.8</b>
<u>MATERIALS &amp; SERVICES</u>					
40-45-6110	2,638.38	2,684.00	36,500.00	33,816.00	7.4
40-45-6455	.00	.00	1,000.00	1,000.00	.0
40-45-6520	86.00	86.00	2,000.00	1,914.00	4.3
40-45-6530	1,630.36	1,961.71	12,000.00	10,038.29	16.4
40-45-6534	1,339.00	1,969.78	35,000.00	33,030.22	5.6
40-45-6551	2,085.05	3,324.45	19,000.00	15,675.55	17.5
40-45-6570	24,237.07	24,237.07	29,000.00	4,762.93	83.6
40-45-6574	.00	.00	11,000.00	11,000.00	.0
40-45-6580	1,129.62	1,129.62	10,000.00	8,870.38	11.3
40-45-6667	.00	.00	500.00	500.00	.0
40-45-6690	23.28	453.51	13,500.00	13,046.49	3.4
40-45-6745	.00	1,662.00	9,000.00	7,338.00	18.5
40-45-6750	13,012.69	14,075.98	63,000.00	48,924.02	22.3
40-45-6831	.00	.00	2,500.00	2,500.00	.0
40-45-6850	.00	.00	12,000.00	12,000.00	.0
40-45-6851	.00	.00	2,000.00	2,000.00	.0
40-45-6915	.00	.00	4,500.00	4,500.00	.0
40-45-6945	.00	.00	9,540.00	9,540.00	.0
40-45-6951	.00	.00	500.00	500.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>46,181.45</b>	<b>51,584.12</b>	<b>272,540.00</b>	<b>220,955.88</b>	<b>18.9</b>
<u>CAPITAL OUTLAY</u>					
40-47-7601	.00	.00	3,010,000.00	3,010,000.00	.0
40-47-7602	7,520.00	7,520.00	175,000.00	167,480.00	4.3
40-47-7603	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>7,520.00</b>	<b>7,520.00</b>	<b>3,225,000.00</b>	<b>3,217,480.00</b>	<b>.2</b>

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
40-48-7999 CONTINGENCY - WTR	.00	.00	30,000.00	30,000.00	.0
TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
<u>TRANSFERS</u>					
40-49-8027 TO - CC - CH OPERATING	.00	.00	45,000.00	45,000.00	.0
40-49-8045 TO -WMP FUND	.00	.00	300,000.00	300,000.00	.0
TOTAL TRANSFERS	.00	.00	345,000.00	345,000.00	.0
TOTAL FUND EXPENDITURES	96,992.05	150,055.90	4,580,933.00	4,430,877.10	3.3
NET REVENUE OVER EXPENDITURES	161,880.29	108,892.54	( 431,968.00)	( 540,860.54)	25.2

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
42-36-4120 INTEREST INCOME	.00	.00	12,000.00	12,000.00	.0
TOTAL OTHER INCOME	.00	.00	12,000.00	12,000.00	.0
<u>TRANSFERS</u>					
42-39-4030 TIF - WATER OP	.00	.00	300,000.00	300,000.00	.0
TOTAL TRANSFERS	.00	.00	300,000.00	300,000.00	.0
TOTAL FUND REVENUE	.00	.00	312,000.00	312,000.00	.0

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
42-47-7555 WMP - IMPLIMENTATION PROJECTS	6,868.98	6,868.98	550,000.00	543,131.02	1.3
TOTAL CAPITAL OUTLAY	6,868.98	6,868.98	550,000.00	543,131.02	1.3
<u>CONTINGENCY</u>					
42-48-7999 WATER MASTER PLAN CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
TOTAL FUND EXPENDITURES	6,868.98	6,868.98	580,000.00	573,131.02	1.2
NET REVENUE OVER EXPENDITURES	( 6,868.98)	( 6,868.98)	( 268,000.00)	( 261,131.02)	( 2.6)

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CITY OF ROCKAWAY BEACH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
47-34-4550 WATER DEBT REVENUE	25,616.34	25,636.71	148,650.00	123,013.29	17.3
TOTAL UTILITY BILLING	25,616.34	25,636.71	148,650.00	123,013.29	17.3
<u>OTHER INCOME</u>					
47-36-4120 INTEREST INCOME	.00	.00	1,200.00	1,200.00	.0
TOTAL OTHER INCOME	.00	.00	1,200.00	1,200.00	.0
TOTAL FUND REVENUE	25,616.34	25,636.71	149,850.00	124,213.29	17.1

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
47-49-8512 NEDONNA BEACH WTR LINE - PRINC	.00	.00	205,000.00	205,000.00	.0
47-49-8520 WATER PLANT DS - PRINC	.00	30,000.00	30,000.00	.00	100.0
47-49-8521 WATER PLANT DS - INT	.00	4,500.00	8,650.00	4,150.00	52.0
<b>TOTAL DEBT SERVICE</b>	<b>.00</b>	<b>34,500.00</b>	<b>243,650.00</b>	<b>209,150.00</b>	<b>14.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>34,500.00</b>	<b>243,650.00</b>	<b>209,150.00</b>	<b>14.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>25,616.34</b>	<b>( 8,863.29)</b>	<b>( 93,800.00)</b>	<b>( 84,936.71)</b>	<b>( 9.5)</b>

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
49-36-4120 INTEREST INCOME	.00	.00	1,200.00	1,200.00	.0
TOTAL OTHER INCOME	.00	.00	1,200.00	1,200.00	.0
<u>WATER SDC FEES</u>					
49-38-4935 REIMB FEES - WTR SDC FUND	1,104.00	1,656.00	9,800.00	8,144.00	16.9
49-38-4940 IMP FEES - WTR SDC FND	11,850.00	17,775.00	82,000.00	64,225.00	21.7
TOTAL WATER SDC FEES	12,954.00	19,431.00	91,800.00	72,369.00	21.2
TOTAL FUND REVENUE	12,954.00	19,431.00	93,000.00	73,569.00	20.9

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
49-47-7880 CONT MAT - IMP WTR	.00	.00	310,000.00	310,000.00	.0
49-47-7885 CONT MAT - REIMB WTR	.00	.00	225,000.00	225,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	535,000.00	535,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	535,000.00	535,000.00	.0
NET REVENUE OVER EXPENDITURES	12,954.00	19,431.00	( 442,000.00)	( 461,431.00)	4.4

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CITY OF ROCKAWAY BEACH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER OPERATING FUND

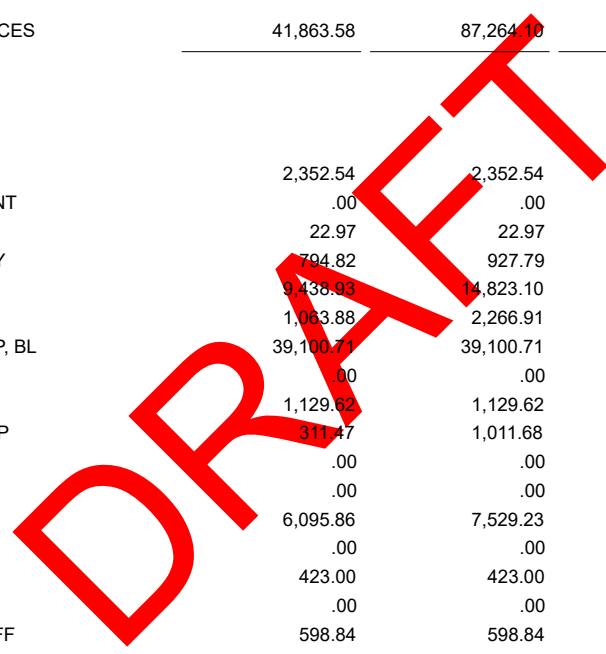
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
50-34-4640 SEWER SERVICE BASE	160,536.15	160,682.57	769,000.00	608,317.43	20.9
50-34-4650 NEW SEWER CONNECTIONS	440.00	440.00	17,250.00	16,810.00	2.6
50-34-4660 SEWER MASTER PLAN	13,765.38	13,783.35	82,000.00	68,216.65	16.8
<b>TOTAL UTILITY BILLING</b>	<b>174,741.53</b>	<b>174,905.92</b>	<b>868,250.00</b>	<b>693,344.08</b>	<b>20.1</b>
<u>OTHER INCOME</u>					
50-36-4120 INTEREST INCOME	.00	.00	15,000.00	15,000.00	.0
50-36-4150 MISC RECEIPTS - SEWER	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL OTHER INCOME</b>	<b>.00</b>	<b>.00</b>	<b>16,000.00</b>	<b>16,000.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>174,741.53</b>	<b>174,905.92</b>	<b>884,250.00</b>	<b>709,344.08</b>	<b>19.8</b>

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
50-41-5055 MAINT WORKER WAGES	7,873.31	16,061.89	110,075.00	94,013.11	14.6
50-41-5056 EXTRA LABOR WAGES	.00	.00	2,000.00	2,000.00	.0
50-41-5057 OFFICE ASST WAGE	10,368.59	20,850.86	121,441.00	100,590.14	17.2
50-41-5058 SUPER PUB WORKS	.00	.00	39,508.00	39,508.00	.0
50-41-5059 PLANT OP WAGES	7,812.77	15,847.54	98,657.00	82,809.46	16.1
50-41-5064 STANDBY - SEWER	.00	.00	2,000.00	2,000.00	.0
50-41-5065 OVERTIME SEWER	337.82	1,300.68	7,000.00	5,699.32	18.6
50-41-5075 ACCRUED VAC - COMP TIME	.00	.00	8,000.00	8,000.00	.0
50-41-5082 CITY MANAGER WAGES	949.99	1,899.98	11,970.00	10,070.02	15.9
50-41-5085 MAYOR & COUNCIL STIPEND	75.00	150.00	1,500.00	1,350.00	10.0
50-41-5152 PAYROLL EXP - SEWER	14,446.10	31,153.15	280,462.00	249,308.85	11.1
<b>TOTAL PERSONNEL SERVICES</b>	<b>41,863.58</b>	<b>87,264.10</b>	<b>682,613.00</b>	<b>595,348.90</b>	<b>12.8</b>
<u>MATERIALS &amp; SERVICES</u>					
50-45-6110 ELECTRICITY - SEWER	2,352.54	2,352.54	32,000.00	29,647.46	7.4
50-45-6455 EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520 BLDG MAINT - SEWER	22.97	22.97	3,500.00	3,477.03	.7
50-45-6530 TELEPHONE & TELEMTRY	794.82	927.79	6,500.00	5,572.21	14.3
50-45-6534 PLANT CHEMICALS & SUP	9,438.93	14,823.10	45,000.00	30,176.90	32.9
50-45-6551 ADMIN & BILLING	1,063.88	2,266.91	25,000.00	22,733.09	9.1
50-45-6570 INS - VEHICLE, LIAB, EQUIP, BL	39,100.71	39,100.71	40,000.00	899.29	97.8
50-45-6574 AUDIT - SEWER	.00	.00	11,000.00	11,000.00	.0
50-45-6580 FUEL & OIL	1,129.62	1,129.62	15,000.00	13,870.38	7.5
50-45-6690 VEHICLE MAINT, SUP & REP	311.47	1,011.68	13,000.00	11,988.32	7.8
50-45-6740 I & I WORK	.00	.00	26,000.00	26,000.00	.0
50-45-6745 REQUIRED TESTING	.00	.00	2,000.00	2,000.00	.0
50-45-6750 SYSTEM MAINT & SUPPLY	6,095.86	7,529.23	65,000.00	57,470.77	11.6
50-45-6831 DUES	.00	.00	700.00	700.00	.0
50-45-6850 ATTORNEY	423.00	423.00	2,500.00	2,077.00	16.9
50-45-6851 ENGINEERING	.00	.00	25,200.00	25,200.00	.0
50-45-6915 TRAVEL & TRAINING - STAFF	598.84	598.84	5,000.00	4,401.16	12.0
50-45-6945 METER READERS	2,595.00	2,595.00	6,400.00	3,805.00	40.6
50-45-6951 ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>63,927.64</b>	<b>72,781.39</b>	<b>325,300.00</b>	<b>252,518.61</b>	<b>22.4</b>
<u>CAPITAL OUTLAY</u>					
50-47-7602 PW MOBILE EQUIP REPLACE PLAN	.00	.00	40,000.00	40,000.00	.0
<b>TOTAL CAPITAL OUTLAY</b>	<b>.00</b>	<b>.00</b>	<b>40,000.00</b>	<b>40,000.00</b>	<b>.0</b>



CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
50-48-7999 CONTINGENCY - SEWER	.00	.00	30,000.00	30,000.00	.0
TOTAL CONTINGENCY	.00	.00	30,000.00	30,000.00	.0
<u>TRANSFERS</u>					
50-49-8027 TRNSFR TO - GF CH OPERATING	.00	.00	45,000.00	45,000.00	.0
50-49-8033 TRNSFR TO - SEWER MASTER PLAN	.00	.00	75,000.00	75,000.00	.0
TOTAL TRANSFERS	.00	.00	120,000.00	120,000.00	.0
TOTAL FUND EXPENDITURES	105,791.22	160,045.49	1,197,913.00	1,037,867.51	13.4
NET REVENUE OVER EXPENDITURES	68,950.31	14,860.43	( 313,663.00)	( 328,523.43)	4.7

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
52-36-4120 INTEREST INCOME	.00	.00	9,000.00	9,000.00	.0
TOTAL OTHER INCOME	.00	.00	9,000.00	9,000.00	.0
<u>TRANSFERS</u>					
52-39-4032 TRNSFR IN - FROM SEWER OPER	.00	.00	75,000.00	75,000.00	.0
TOTAL TRANSFERS	.00	.00	75,000.00	75,000.00	.0
TOTAL FUND REVENUE	.00	.00	84,000.00	84,000.00	.0

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CITY OF ROCKAWAY BEACH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
52-47-7555 WWMP-IMPLIMENTATION PROJECTS	.00	.00	60,000.00	60,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	60,000.00	60,000.00	.0
<u>CONTINGENCY</u>					
52-48-7999 CONTINGENCY - SWR	.00	.00	9,000.00	9,000.00	.0
TOTAL CONTINGENCY	.00	.00	9,000.00	9,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	69,000.00	69,000.00	.0
NET REVENUE OVER EXPENDITURES	.00	.00	15,000.00	15,000.00	.0

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>						
56-34-4650	SEWER DEBT REVENUE	42,905.20	42,961.20	245,000.00	202,038.80	17.5
	TOTAL UTILITY BILLING	42,905.20	42,961.20	245,000.00	202,038.80	17.5
<u>OTHER INCOME</u>						
56-36-4120	INTEREST INCOME	.00	.00	6,000.00	6,000.00	.0
	TOTAL OTHER INCOME	.00	.00	6,000.00	6,000.00	.0
	TOTAL FUND REVENUE	42,905.20	42,961.20	251,000.00	208,038.80	17.1

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
56-49-8510 WW OUTFALL LOAN PRINCIPLE	.00	200,000.00	200,000.00	.00	100.0
56-49-8511 WW-OUTFALL LOAN INTEREST	.00	6,075.00	9,375.00	3,300.00	64.8
TOTAL DEBT SERVICE	.00	206,075.00	209,375.00	3,300.00	98.4
TOTAL FUND EXPENDITURES	.00	206,075.00	209,375.00	3,300.00	98.4
NET REVENUE OVER EXPENDITURES	42,905.20	( 163,113.80)	41,625.00	204,738.80	(391.9)

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
59-36-4120 INTEREST INCOME	.00	.00	3,200.00	3,200.00	.0
TOTAL OTHER INCOME	.00	.00	3,200.00	3,200.00	.0
<u>FEEES</u>					
59-38-4935 REIMB FEES - SEWER SDC	2,956.00	2,956.00	25,000.00	22,044.00	11.8
59-38-4940 IMP FEES - SEWER SDC	5,290.00	5,290.00	65,000.00	59,710.00	8.1
TOTAL FEES	8,246.00	8,246.00	90,000.00	81,754.00	9.2
TOTAL FUND REVENUE	8,246.00	8,246.00	93,200.00	84,954.00	8.9

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
59-47-7880 CONTR MAT - IMPROVE	.00	.00	100,000.00	100,000.00	.0
59-47-7885 CONTR MAT - REIMBURSE	.00	.00	100,000.00	100,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	200,000.00	200,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	200,000.00	200,000.00	.0
NET REVENUE OVER EXPENDITURES	8,246.00	8,246.00	( 106,800.00)	( 115,046.00)	7.7

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CITY OF ROCKAWAY BEACH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING AUGUST 31, 2023

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROOM TAX REVENUES</u>					
80-31-4710 TRT REVENUE 5%	.00	.00	1,200,000.00	1,200,000.00	.0
80-31-4711 TRT REVENUE 2% - ADV	.00	.00	480,000.00	480,000.00	.0
80-31-4712 TRT REVENUE 2% - CTY	.00	.00	480,000.00	480,000.00	.0
80-31-4713 TRT REVENUE 1% - CTY	.00	.00	240,000.00	240,000.00	.0
<b>TOTAL ROOM TAX REVENUES</b>	<b>.00</b>	<b>.00</b>	<b>2,400,000.00</b>	<b>2,400,000.00</b>	<b>.0</b>
<u>OTHER INCOME</u>					
80-36-4120 INTEREST INCOME - TRT	.00	.00	7,500.00	7,500.00	.0
<b>TOTAL OTHER INCOME</b>	<b>.00</b>	<b>.00</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>.0</b>
<b>TOTAL FUND REVENUE</b>	<b>.00</b>	<b>.00</b>	<b>2,407,500.00</b>	<b>2,407,500.00</b>	<b>.0</b>

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CITY OF ROCKAWAY BEACH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING AUGUST 31, 2023

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS &amp; SERVICES</u>					
80-45-6533	23,861.81	24,136.81	197,211.00	173,074.19	12.2
80-45-6534	.00	2,357.10	75,000.00	72,642.90	3.1
80-45-6535	.00	1,680.00	55,000.00	53,320.00	3.1
80-45-6536	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	1,680.00	33,238.00	75,000.00	41,762.00	44.3
80-45-6538	.00	400.00	85,000.00	84,600.00	.5
80-45-6634	.00	.00	95,000.00	95,000.00	.0
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>25,541.81</b>	<b>63,029.91</b>	<b>584,211.00</b>	<b>521,181.09</b>	<b>10.8</b>
<u>CONTINGENCY</u>					
80-46-6999	.00	.00	10,000.00	10,000.00	.0
<b>TOTAL CONTINGENCY</b>	<b>.00</b>	<b>.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>.0</b>
<u>TRANSFERS</u>					
80-49-8024	.00	.00	344,921.00	344,921.00	.0
80-49-8025	.00	.00	124,405.00	124,405.00	.0
80-49-8026	.00	.00	371,607.00	371,607.00	.0
80-49-8036	.00	.00	1,190,481.00	1,190,481.00	.0
80-49-8041	.00	.00	370,926.00	370,926.00	.0
80-49-8044	.00	.00	5,000.00	5,000.00	.0
80-49-8046	.00	.00	421,825.00	421,825.00	.0
<b>TOTAL TRANSFERS</b>	<b>.00</b>	<b>.00</b>	<b>2,829,165.00</b>	<b>2,829,165.00</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>25,541.81</b>	<b>63,029.91</b>	<b>3,423,376.00</b>	<b>3,360,346.09</b>	<b>1.8</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 25,541.81)</b>	<b>( 63,029.91)</b>	<b>( 1,015,876.00)</b>	<b>( 952,846.09)</b>	<b>( 6.2)</b>

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



Date September 5, 2023

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 Rescue Department for the month of August 2023.

The Department responded or participated in 83 events during the month of August, the breakdown is listed below.

911 calls for Service: 36	Trainings: 5	Non-Emergent: 42
26- Medical	Water Rescue	23- Beach Safety
2- Fire Alarm	CPR	3- Public Assist
2- Structure Fire	Wildland	1- Lift Assist
0- Water Rescue	Operations	11- Burn Complaints
2- MVA		4- Radio call-ins
2- Outside Fire		0- Special Assignments
2-Powerlines		

Year to Date	<u>2021</u>	<u>2022</u>	<u>2023</u>
911 Calls	287	266	281
Non-Emergent	186	174	209
Trainings	73	84	70
Total	546	524	560

Training update- The department focused August Thursday night training on Water Rescue Operations, Wildland Firefighting, CPR\Lucas, and Fire Operations. September training will focus on Winter Storm Operations and Vehicle Firefighting.

Beach Safety continues to be a priority of the department. The focus continues to be on education and safety. During the month of August crews were on the beach 23 times providing information to citizens and visitors. Continue to work with State Parks to better coordinate our safety and enforcement actions on the Beach.

	August	YTD
Fire safety\Educational Moments-	31	95
Water Safety Messages\Out of Water-	42\79 persons	144\319
Stickers to kids-	10	51
Educational signs reset-	0	0
Education Signs Replaced-	0	0
Fires extinguished-	27	62
Volunteer Hours	28	172

Emergency Preparedness group and Radio group continue to meet and increase skill levels. Information about pet first aid and go bags was delivered at the September meeting. We are still looking for volunteers and would like to get the CERT team operational. The group is also working hard to prepare for an open house and the Great Shakeout in October.

Summer staffing is still in place and will continue into October. The additional staffing from the OSFM grant has had a positive impact on our community. Quicker response times and extra time spent educating residents and visitors on the beach reducing the number of emergent calls and rescues are two areas to highlight.

Medical classes are starting soon, EMR in September, EMT-A October, EMT in January. Rockaway Beach Fire Rescue continues to build a strong partnership with TBCC and continues a commitment to elevating the level of training/service Countywide.

Safety, Training, Public Education and elevating the services provided to the citizens and visitors of Rockaway Beach will also continue to be priorities. If you have any questions, concerns or thoughts please let me know.

Respectfully submitted,



Todd Hesse

Fire Chief

Rockaway Beach Fire Rescue



# TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

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## Rockaway Beach Patrol

Month of August 2023

The last full month of summer 2023 has come to a close. August kept pace with the other summer months, keeping deputies busy with a variety of calls for service. Right at the end of August, the speed limit on the north end of town was changed. It is now posted as 30 MPH until slightly north of N 7<sup>th</sup> Ave. This is the result of a traffic study conducted by ODOT last fall. Deputies will be working towards getting drivers accustomed to the new limit.

Notable calls for service this month include a reported theft of a bank deposit from a local business. The suspect entered the business during the day and took the bank deposit that was about to be taken to the bank. There were several thousand dollars lost and unfortunately, we have no suspect information at this time.

There were multiple calls involving a person trespassing in the S. Coral Street area. On two occasions, the suspect was arrested. This case is open pending review from the District Attorney.

Deputies responded to a report of a domestic disturbance between adult siblings. One of the people involved left prior to our arrival. During the investigation, probable cause was developed for the arrest of the individual that fled the scene. This case has been referred to the District Attorney's office.

On a happier note, we took a report on a stolen vehicle in town. It was quickly learned that the reporting person had simply forgotten where they had parked their car. We don't often get calls where it seems like the worst possible thing has happened and it turns out as well as this. These are the calls where everyone can breathe a quick sigh of relief and maybe even have a slight chuckle.

Other call numbers are noted in the statistics report provided.

Undersheriff Matt Kelly

<u>Incident Address</u>	<u>Incident Address City</u>	<u>Incident Date And Time</u>	<u>Incident Type</u>	<u>Incident Unit ID</u>
400 S 3RD AVE	Rockaway Beach	08/01/2023 09:27:07	BUSINESS CHECK	210
300 S 3RD AVE	Rockaway Beach	08/01/2023 09:29:02	Contact	210
HIGHWAY 101 S / E WASHINGTON ST	Rockaway Beach	08/01/2023 13:35:38	Traffic Stop	210
S 2ND AVE / S PACIFIC ST	Rockaway Beach	08/01/2023 19:21:55	CAMI	225
1040 NE 12TH AVE	Rockaway Beach	08/01/2023 19:45:35	Runaway	225
1021 BREAKER AVE	Rockaway Beach	08/01/2023 20:04:47	Missing Person	225
NW 23RD AVE / HIGHWAY 101 N	Rockaway Beach	08/01/2023 22:40:26	Fireworks	225
123 S DOLPHIN ST	Rockaway Beach	08/01/2023 08:11:15	Harassment	210
480 HIGHWAY 101 S	Rockaway Beach	08/02/2023 11:43:45	Civil Service	210
24705 HIGHWAY 101 N	Rockaway Beach	08/02/2023 13:19:38	BUSINESS CHECK	210
45.6340849~-123.942003	Rockaway Beach	08/02/2023 14:14:53	Incom 911	210
HIGHWAY 101 N / LAKE BLVD	Rockaway Beach	08/02/2023 15:20:38	Traffic Stop	210
HIGHWAY 101 N / LAKE BLVD	Rockaway Beach	08/02/2023 15:20:38	Traffic Stop	216
HIGHWAY 101 N / LAKE BLVD	Rockaway Beach	08/02/2023 15:20:38	Traffic Stop	215
HIGHWAY 101 S / E WASHINGTON ST	Rockaway Beach	08/02/2023 18:40:43	MVA	217
8305 STARK ST	Rockaway Beach	08/02/2023 19:20:31	Assist	225
373 NORTHSLOPE WAY	Rockaway Beach	08/02/2023 23:53:11	Incom 911	217
	Rockaway Beach	08/03/2023 09:49:37	Rec Accident	222
	Rockaway Beach	08/03/2023 09:49:37	Rec Accident	215
	Rockaway Beach	08/03/2023 09:49:37	Rec Accident	213
S MILLER ST / S 1ST AVE	Rockaway Beach	08/03/2023 20:02:22	Property	215
276 HIGHWAY 101 S	Rockaway Beach	08/04/2023 09:53:21	Assist	222
276 HIGHWAY 101 S	Rockaway Beach	08/04/2023 09:53:21	Assist	223
1072 FRANCIS ST	Rockaway Beach	08/04/2023 10:11:20	Noise	222
1072 FRANCIS ST	Rockaway Beach	08/04/2023 10:11:20	Noise	215
198 N PACIFIC ST	Rockaway Beach	08/04/2023 18:49:39	Missing Person	215
979 S ISLAND ST	Rockaway Beach	08/04/2023 19:51:43	Civil Service	215
670 HIGHWAY 101 N	Rockaway Beach	08/05/2023 03:17:29	Contact	229
370 N OCEAN ST	Rockaway Beach	08/05/2023 07:13:34	Assist	222
1066 S EASY ST	Rockaway Beach	08/05/2023 08:20:51	Animal	222
400 S 3RD AVE	Rockaway Beach	08/05/2023 17:14:59	Rescue	216
400 S 3RD AVE	Rockaway Beach	08/05/2023 17:14:59	Rescue	222
400 S 3RD AVE	Rockaway Beach	08/05/2023 17:14:59	Rescue	215
26205 HIGHWAY 101 N	Rockaway Beach	08/06/2023 09:40:19	Civil	210
384 S BEACON ST	Rockaway Beach	08/06/2023 12:01:45	Harassment	210
SECTION LINE ST / BEACH DR	Rockaway Beach	08/06/2023 14:38:24	Incom 911	210
648 S CORAL ST	Rockaway Beach	08/06/2023 15:19:30	Unwanted	210
HIGHWAY 101 N / PANSY ST	Rockaway Beach	08/06/2023 20:31:08	Traffic Stop	225
HIGHWAY 101 S / S 4TH AVE	Rockaway Beach	08/06/2023 20:46:58	Traffic Stop	225
HIGHWAY 101 N / BEACH ST	Rockaway Beach	08/06/2023 21:09:19	Assist	225
8335 STARK ST	Rockaway Beach	08/06/2023 21:33:15	Burglary	225
8335 STARK ST	Rockaway Beach	08/06/2023 22:22:56	Follow Up	225
N PACIFIC ST / N 5TH AVE	Rockaway Beach	08/06/2023 23:44:46	80	225
384 S BEACON ST	Rockaway Beach	08/07/2023 17:18:33	Follow Up	225
1115 BREAKER AVE	Rockaway Beach	08/07/2023 20:55:13	Suspicious	225
590 PACIFIC VIEW DR	Rockaway Beach	08/08/2023 08:56:37	Noise	210
507 CEDAR CREEK CIR	Rockaway Beach	08/08/2023 14:05:04	Ordinance Violation	210
276 HIGHWAY 101 S	Rockaway Beach	08/08/2023 14:13:07	Follow Up	210
654 S ANCHOR ST	Rockaway Beach	08/08/2023 14:38:53	Animal	210
654 S ANCHOR ST	Rockaway Beach	08/08/2023 14:38:53	Animal	225
1022 NE 12TH AVE	Rockaway Beach	08/08/2023 17:21:24	Follow Up	220
1022 NE 12TH AVE	Rockaway Beach	08/08/2023 17:21:24	Follow Up	223
1022 NE 12TH AVE	Rockaway Beach	08/08/2023 17:42:43	Follow Up	220
1022 NE 12TH AVE	Rockaway Beach	08/08/2023 17:42:43	Follow Up	223
375 N NEPTUNE ST	Rockaway Beach	08/08/2023 17:51:22	Welfare check	225
1ST AVE / VICTORIA ST	Rockaway Beach	08/09/2023 11:22:16	Animal	222
1ST AVE / VICTORIA ST	Rockaway Beach	08/09/2023 11:22:16	Animal	215



PACIFIC ST / SHAND AVE	Rockaway Beach	08/09/2023 20:52:53	Suspicious	217
891 N PACIFIC ST	Rockaway Beach	08/09/2023 23:00:13	Alarm	217
506 HIGHWAY 101 S	Rockaway Beach	08/10/2023 10:51:52	Welfare check	222
S HARBOR ST / SHELDON LN	Rockaway Beach	08/10/2023 15:06:49	Assist	222
S HARBOR ST / SHELDON LN	Rockaway Beach	08/10/2023 15:27:47	Follow Up	222
215 N 3RD AVE	Rockaway Beach	08/10/2023 21:23:33	Incom 911	217
655 S PACIFIC ST	Rockaway Beach	08/11/2023 04:36:36	Incom 911	222
982 S ISLAND ST	Rockaway Beach	08/11/2023 10:40:43	Civil	222
982 S ISLAND ST	Rockaway Beach	08/11/2023 10:49:32	Civil	222
958 S ISLAND ST	Rockaway Beach	08/11/2023 10:50:46	Civil	222
1040 NE 12TH AVE	Rockaway Beach	08/11/2023 11:04:43	Civil	222
1094 NE 12TH AVE	Rockaway Beach	08/11/2023 11:08:08	Civil	222
349 N CORAL ST	Rockaway Beach	08/11/2023 11:41:24	CAMI	220
975 S EASY ST	Rockaway Beach	08/11/2023 13:45:10	Unwanted	215
1040 NE 12TH AVE	Rockaway Beach	08/11/2023 14:07:44	Civil Service	215
970 S ISLAND ST	Rockaway Beach	08/11/2023 14:17:47	Civil Service	215
979 S ISLAND ST	Rockaway Beach	08/11/2023 14:20:13	Civil Service	215
S MILLER ST / S 1ST AVE	Rockaway Beach	08/11/2023 15:00:43	Animal	215
9465 NE 18TH AVE	Rockaway Beach	08/11/2023 19:20:31	Traffic	215
602 S 2ND AVE	Rockaway Beach	08/11/2023 23:44:48	Disturbance	217
602 S 2ND AVE	Rockaway Beach	08/11/2023 23:44:48	Disturbance	229
217 S DOLPHIN ST	Rockaway Beach	08/12/2023 08:53:53	Civil	222
217 S DOLPHIN ST	Rockaway Beach	08/12/2023 08:53:53	Civil	215
807 BREAKER AVE	Rockaway Beach	08/12/2023 12:42:29	Follow Up	215
615 N PACIFIC ST	Rockaway Beach	08/12/2023 14:15:44	Unwanted	216
615 N PACIFIC ST	Rockaway Beach	08/12/2023 14:15:44	Unwanted	215
1040 NE 12TH AVE	Rockaway Beach	08/12/2023 19:47:51	Civil Service	215
970 S ISLAND ST	Rockaway Beach	08/12/2023 19:57:54	Civil Service	215
979 S ISLAND ST	Rockaway Beach	08/12/2023 20:05:02	Civil Service	215
1040 NE 12TH AVE	Rockaway Beach	08/13/2023 10:55:38	Civil Service	210
101 NW 11TH AVE	Rockaway Beach	08/13/2023 12:01:10	Incom 911	210
	Rockaway Beach	08/13/2023 17:31:44	Welfare check	217
LAKE BLVD / NE 23RD AVE	Rockaway Beach	08/14/2023 02:03:25	Assault	217
648 S CORAL ST	Rockaway Beach	08/14/2023 09:09:45	Civil	210
648 S CORAL ST	Rockaway Beach	08/14/2023 09:48:06	Follow Up	210
104 HIGHWAY 101 N	Rockaway Beach	08/14/2023 11:29:18	Assist	210
NEDONNA AVE / PARK ST	Rockaway Beach	08/14/2023 12:00:41	Road Hazard	210
NEDONNA AVE / PARK ST	Rockaway Beach	08/14/2023 12:00:41	Road Hazard	210
17975 OCEAN BLVD	Rockaway Beach	08/14/2023 12:25:46	Alarm	210
654 S CORAL ST	Rockaway Beach	08/14/2023 15:27:19	Info	214
654 S CORAL ST	Rockaway Beach	08/14/2023 21:20:40	Civil	220
1040 NE 12TH AVE	Rockaway Beach	08/15/2023 04:52:10	Suicidal	214
603 S EASY ST	Rockaway Beach	08/15/2023 08:43:37	Follow Up	210
654 S CORAL ST	Rockaway Beach	08/15/2023 10:22:00	Ordinance Violation	210
645 S ANCHOR ST	Rockaway Beach	08/15/2023 11:56:40	Animal	210
399 N CORAL ST	Rockaway Beach	08/15/2023 12:53:53	BUSINESS CHECK	210
24705 HIGHWAY 101 N	Rockaway Beach	08/15/2023 13:13:06	BUSINESS CHECK	210
	Rockaway Beach	08/15/2023 17:23:19	Abuse/Neglect	225
1040 NE 12TH AVE	Rockaway Beach	08/15/2023 19:24:24	Civil Service	225
S 6TH AVE / HIGHWAY 101 S	Rockaway Beach	08/15/2023 19:57:38	Traffic Stop	225
NE 12TH AVE / HIGHWAY 101 N	Rockaway Beach	08/15/2023 20:54:11	Traffic Stop	225
9595 NE 17TH AVE	Rockaway Beach	08/16/2023 02:43:14	Mental	225
504 N 3RD AVE	Rockaway Beach	08/16/2023 08:02:50	BUSINESS CHECK	210
975 S EASY ST	Rockaway Beach	08/16/2023 13:00:36	Trespass	222
975 S EASY ST	Rockaway Beach	08/16/2023 13:00:36	Trespass	215
165 S MILLER ST	Rockaway Beach	08/16/2023 14:06:43	Civil	215
8440 MARIGOLD ST	Rockaway Beach	08/16/2023 14:37:15	Follow Up	220
165 S MILLER ST	Rockaway Beach	08/16/2023 16:03:43	Follow Up	215

419 S ANCHOR ST	Rockaway Beach	08/17/2023 01:23:51	Welfare check	217
480 HIGHWAY 101 S	Rockaway Beach	08/17/2023 12:52:23	Civil	222
HIGHWAY 101 S / S 6TH AVE	Rockaway Beach	08/17/2023 16:22:08	Traffic Stop	215
S 7TH AVE / BREAKER AVE	Rockaway Beach	08/17/2023 23:20:29	Suspicious	217
27500 HIGHWAY 101 N	Rockaway Beach	08/18/2023 13:55:09	Civil	222
194 HIGHWAY 101 S	Rockaway Beach	08/18/2023 14:36:23	Noise	215
654 S CORAL ST	Rockaway Beach	08/19/2023 06:37:45	Disturbance	222
654 S CORAL ST	Rockaway Beach	08/19/2023 06:37:45	Disturbance	213
450 HIGHWAY 101 S	Rockaway Beach	08/19/2023 16:24:48	UUMV	215
507 CEDAR CREEK CIR	Rockaway Beach	08/19/2023 16:36:22	Noise	215
133 N HARBOR ST	Rockaway Beach	08/19/2023 17:42:32	Welfare check	215
S MILLER ST / S 1ST AVE	Rockaway Beach	08/19/2023 18:15:44	Property	215
507 CEDAR CREEK CIR	Rockaway Beach	08/20/2023 10:10:14	Noise	210
24705 HIGHWAY 101 N	Rockaway Beach	08/20/2023 12:43:49	BUSINESS CHECK	210
400 S 3RD AVE	Rockaway Beach	08/20/2023 13:30:16	BUSINESS CHECK	210
226 S PACIFIC ST	Rockaway Beach	08/20/2023 14:00:10	Man Down	210
276 HIGHWAY 101 S	Rockaway Beach	08/21/2023 08:22:30	Property	210
654 S CORAL ST	Rockaway Beach	08/21/2023 11:01:42	Trespass	210
384 S BEACON ST	Rockaway Beach	08/21/2023 11:05:08	Abuse/Neglect	210
8440 MARIGOLD ST	Rockaway Beach	08/21/2023 12:13:02	Follow Up	220
9465 NE 18TH AVE	Rockaway Beach	08/21/2023 13:02:43	UEMV	210
276 S DOLPHIN ST	Rockaway Beach	08/21/2023 13:54:11	Disturbance	210
276 S DOLPHIN ST	Rockaway Beach	08/21/2023 13:54:11	Disturbance	214
276 HIGHWAY 101 S	Rockaway Beach	08/21/2023 16:56:40	Assist	210
HIGHWAY 101 S / S 2ND AVE	Rockaway Beach	08/21/2023 19:58:55	Traffic Stop	225
HIGHWAY 101 N / LAKE BLVD	Rockaway Beach	08/22/2023 00:25:37	Contact	225
152 NW 13TH AVE	Rockaway Beach	08/22/2023 01:41:15	Suspicious	225
SHAND AVE / HIGHWAY 101 N	Rockaway Beach	08/22/2023 02:18:15	Traffic Stop	225
HIGHWAY 101 S / S 6TH AVE	Rockaway Beach	08/22/2023 07:47:54	7	210
400 S 3RD AVE	Rockaway Beach	08/22/2023 08:31:59	Suspicious	210
N MILLER ST / N 8TH AVE	Rockaway Beach	08/22/2023 08:53:41	Traffic Stop	210
165 S MILLER ST	Rockaway Beach	08/22/2023 11:50:04	Civil	210
24705 HIGHWAY 101 N	Rockaway Beach	08/22/2023 13:10:18	BUSINESS CHECK	210
7850 PINE BEACH LP	Rockaway Beach	08/22/2023 13:16:23	Unknown	210
165 S MILLER ST	Rockaway Beach	08/22/2023 14:57:35	Court Violation	210
HIGHWAY 101 N / N 3RD AVE	Rockaway Beach	08/22/2023 23:20:16	Traffic Stop	220
HIGHWAY 101 N / N 3RD AVE	Rockaway Beach	08/22/2023 23:20:16	Traffic Stop	225
507 CEDAR CREEK CIR	Rockaway Beach	08/23/2023 15:05:32	Noise	215
194 HIGHWAY 101 S	Rockaway Beach	08/23/2023 21:27:53	Man Down	217
603 S EASY ST	Rockaway Beach	08/24/2023 13:11:55	Civil Service	215
276 HIGHWAY 101 S	Rockaway Beach	08/24/2023 14:02:25	Property	215
S MILLER ST / S 3RD AVE	Rockaway Beach	08/25/2023 19:52:15	Animal	217
1059 BREAKER AVE	Rockaway Beach	08/25/2023 20:33:32	Alarm	229
625 S CORAL ST	Rockaway Beach	08/25/2023 21:14:54	Incom 911	217
625 S CORAL ST	Rockaway Beach	08/25/2023 21:14:54	Incom 911	229
LAKE BLVD / HIGHWAY 101 N	Rockaway Beach	08/26/2023 00:04:39	Traffic Stop	217
19095 VINCENT LN	Rockaway Beach	08/26/2023 11:59:26	Crim Misch	216
507 CEDAR CREEK CIR	Rockaway Beach	08/26/2023 12:10:05	Noise	216
648 S CORAL ST	Rockaway Beach	08/26/2023 12:32:37	Trespass	216
648 S CORAL ST	Rockaway Beach	08/26/2023 15:30:30	Trespass	216
26150 NEDONNA AVE	Rockaway Beach	08/26/2023 17:22:01	Trespass	217
654 S CORAL ST	Rockaway Beach	08/26/2023 20:20:35	Civil	217
648 S CORAL ST	Rockaway Beach	08/26/2023 22:40:28	Assist	217
24705 HIGHWAY 101 N	Rockaway Beach	08/27/2023 11:18:33	BUSINESS CHECK	210
850 N PACIFIC ST	Rockaway Beach	08/27/2023 12:56:44	57	210
400 S 3RD AVE	Rockaway Beach	08/27/2023 13:15:58	BUSINESS CHECK	210
399 N CORAL ST	Rockaway Beach	08/27/2023 14:45:55	BUSINESS CHECK	210
220 S ANCHOR ST	Rockaway Beach	08/27/2023 15:20:29	Hit & Run	210

8800 BEACH ST	Rockaway Beach	08/28/2023 11:05:49	Assist	214
ROCKAWAY	Rockaway Beach	08/28/2023 11:44:47	Theft	214
276 HIGHWAY 101 S	Rockaway Beach	08/28/2023 18:44:52	Follow Up	225
967 HARRIMAN AVE	Rockaway Beach	08/29/2023 08:03:47	Harassment	210
105 NW 15TH AVE	Rockaway Beach	08/29/2023 08:47:49	Welfare check	210
N 3RD AVE / HIGHWAY 101 N	Rockaway Beach	08/29/2023 10:57:53	Assist	210
24705 HIGHWAY 101 N	Rockaway Beach	08/29/2023 13:07:47	Follow Up	223
HIGHWAY 101 S / S 6TH AVE	Rockaway Beach	08/29/2023 13:10:42	Assist	210
24705 HIGHWAY 101 N	Rockaway Beach	08/29/2023 14:39:02	BUSINESS CHECK	210
HIGHWAY 101 N / N 8TH AVE	Rockaway Beach	08/29/2023 15:08:50	Traffic Stop	210
HIGHWAY 101 N / N 8TH AVE	Rockaway Beach	08/29/2023 15:34:41	Traffic Stop	210
HIGHWAY 101 N / N 8TH AVE	Rockaway Beach	08/29/2023 15:47:15	Traffic Stop	210
648 S CORAL ST	Rockaway Beach	08/30/2023 08:03:11	Civil	210
: 0				



September 6<sup>th</sup>, 2023

Dear Mayor and City Council Members,

I appreciate the opportunity to provide an update on the recent developments in the City of Rockaway Beach's public works department.

**\*Water Curtailment Update\***

I'm pleased to report that the recent rainfall has significantly improved the water curtailment situation in our city. The increased creek levels have allowed us to relax our water usage restrictions, and we've been able to shut down one of our supplemental wells due to the improved conditions. Additionally, our efforts in identifying and repairing water service leaks have contributed to a reduction in water demand. Last month, we successfully located and fixed multiple water leaks, while also assisting homeowners in identifying potential leaks on their property.

**\*Road Maintenance\***

Our dedicated public works team continues its essential work, including maintaining gravel roads and addressing potholes in paved streets. We recently faced a challenge when Easy Street suffered damage from a water main break, but our team efficiently repaired it, optimizing costs through careful asphalt preparation. Brush cutting remains a priority, especially along our access roads, which serve as critical routes for water and sewer mains in emergencies. I'm pleased to note that the new speed zone signage from ODOT has been posted.

**\*Parks\***

Our diligent parks maintenance personnel are currently engaged in various tasks to ensure our public spaces remain inviting and well-maintained. This includes grass cutting in parks and rights-of-way, brush clearing along the boardwalk, routine cleaning and maintenance of restroom facilities, frequent garbage collection, downtown litter cleanup, and monitoring and cleanup of dog waste at beach access points and parks. We are committed to preserving the quality of our parks for our residents and visitors alike.

**\*Sewer\***

Our wastewater treatment plant is embarking on an important project this year involving the replacement of two aging sewage pumps, along with associated valves, fittings, and pump bases. Finding suitable contractors for this project proved challenging, but after an extensive search, we have identified a company that is willing to assist us in this endeavor. We understand the critical nature of this work and are committed to ensuring the smooth execution of the project.

## City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5

Rockaway Beach, OR 97136

(503) 374-1752

FAX (503)374-0601



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I want to express my gratitude for your continued support and trust in our efforts to maintain and improve the City of Rockaway Beach's infrastructure. If you have any questions or require further information regarding any of the mentioned projects, please do not hesitate to reach out.

**Dan W. Emerson, Superintendent**

City of Rockaway Beach Public Works

P: 503.374.0586 / C: 503.457.6094

[PublicWorks@corb.us](mailto:PublicWorks@corb.us)



Phone: 888.777.7850  
Fax: 888.777.7875  
Cell: 785.313.3154  
215 S. Seth Child Road  
Manhattan, KS 66502  
www.clpusa.net

August 8, 2023

**Customer Name: Rockaway Beach, OR**

Equipment: One Rosenbauer 78' Viper Aerial  
Sales Representative: Jonathan Brunton @ General Fire

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

### Option 1

Total Cost:	\$ 1,019,572.00	Payment Frequency:	Annual
Down Payment:	\$ 350,000.00	First Payment:	August 1, 2024
Prepayment Discounts:	\$ -		
<b>Amount Financed:</b>	<b>\$ 669,572.00</b>		

Term in Years:	<u>6</u>	<u>8</u>	<u>10</u>
Payment:	\$131,295.94	\$103,361.20	\$86,775.75
Factor:	0.196089	0.154369	0.129599
Interest Rate:	4.98%	5.04%	5.10%

### ESCROW STRUCTURE

Escrow Funding Date: September 7, 2023

Date Available	Total Available	Disbursement
January 5, 2024	\$151,263.00	Chassis
March 5, 2024	\$285,480.00	Aerial
September 1, 2024	\$232,829.00	Final
<b>Total:</b>	<b>\$669,572.00</b>	

- Interest Earnings in the escrow account have been estimated and used to reduce borrowing cost incurred by the Lessee.
- Premature disbursements or delay in funding to the escrow may result in shortage of funds needed to fulfill vendor
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- The quoted interest rate is valid for 10-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 10-day period. This financing is to be executed & funded within 30 days of the date of the proposal or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval and mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-877-525-1776.**

Respectively,

Blake J. Kaus

Vice President & Director of Leasing

[blakekaus@clpusa.net](mailto:blakekaus@clpusa.net)

**RESOLUTION NO 23-1003**

**A RESOLUTION APPROVING A LEASE AGREEMENT FOR THE ROCKAWAY BEACH FIRE RESCUE DEPARTMENT'S ACQUISITION OF FIRE APPARATUS**

**WHEREAS**, replacement of Engine 21 was identified as a priority in the Rockaway Beach Fire Rescue Department Mobile Equipment Replacement Plan adopted by Resolution 23-992; and

**WHEREAS**, a price agreement for firefighting apparatus was competitively awarded to Rosenbauer America through the Sourcewell cooperative organization; and

**WHEREAS**, Rosenbauer America has identified General Fire Apparatus as an authorized dealer for their products; and

**WHEREAS**, the City has identified Community Leasing Partners (a division of Community First National Bank) as providing competitive financing rates for the acquisition of fire apparatus.

**NOW, THEREFORE, BE IT RESOLVED**, that:

**Section 1.** Acquisition of the Rosenbauer replacement fire apparatus will be obtained from General Fire Apparatus through a lease purchase agreement with Community First National Bank as described in Exhibit A.

**Section 2.** The City of Rockaway Beach City Council hereby approves the lease purchase agreement with Community First National Bank for acquisition of fire apparatus attached as Exhibit A, and authorizes the Mayor to execute the contract.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH DAY OF SEPTEMBER 2023.**

APPROVED

---

Charles McNeilly, Mayor

ATTEST

---

Melissa Thompson, City Recorder



215 S. Seth Child Road  
Manhattan, KS 66502  
Phone: 888.777.7850  
Fax: 888.777.7875  
[www.clpusa.net](http://www.clpusa.net)

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August 28, 2023

Luke Shepard  
City of Rockaway Beach  
PO Box 5  
Rockaway Beach, OR 97136

**RE: Financing for One (1) New Rosenbauer Viper Aerial**

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Dear Luke,

Thank you for the opportunity to work with City of Rockaway Beach on your financing project!

This package includes the documentation with instructions to complete financing of the equipment.

Community First National Bank is listed as Lessor to this Agreement. Community Leasing Partners is a division of Community First National Bank and is the exclusive marketing, origination and placement agent for the bank.

Please return all documents with original signatures by 9/13/2023 to avoid any potential change in the payments or interest rate.

**This Agreement requires three different signers from the City of Rockaway Beach and an attorney's opinion letter.**

Signer 1 - Charles McNeilly, Mayor  
Signer 2 - Luke Shepard, City Manager  
Signer 3 - Melissa Thompson, City Recorder

Upon receipt of all listed documents; delivery of the equipment and your approval of the equipment invoice; we will remit payment to the vendor. This transaction is subject to acceptance of the documentation and final review and approval by the Lessor.

If you have any questions regarding the documentation, please feel free to contact me at 888.777.7850.

Respectfully,

*Wanida*

Wanida Nondorf  
Documentation Associate



## Documentation Instructions

- ◇ **MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**
  - Charles McNeilly - sign where indicated
- ◇ **Exhibit A – SCHEDULE OF EQUIPMENT**
  - Charles McNeilly - sign where indicated
- ◇ **Attachment 1 – EQUIPMENT DESCRIPTION**
  - Provide physical location where the equipment will be kept after delivery/installation
- ◇ **Attachment 2 –PAYMENT SCHEDULE**
  - Charles McNeilly - sign where indicated
- ◇ **Exhibit B – LESSEE RESOLUTION**
  - Print the date the Resolution is being signed
  - Print the date of the meeting in which the financing was approved
  - Charles McNeilly - sign as “Authorized Signer”
  - Complete the lessee’s fiscal year start and end months
  - Luke Shepard - attest the Resolution as “Attested By”
  - Melissa Thompson - certify the Resolution as “Certified By”
- ◇ **Exhibit C - OPINION OF COUNSEL**
  - Request your legal counsel provide an Opinion of Counsel using the example provided; retyped on his/her letterhead with their signature (*If counsel would like changes, he/she must first contact CLP*)
- ◇ **Exhibit D - ACCEPTANCE CERTIFICATE**
  - Charles McNeilly - sign and date where indicated
- ◇ **TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION**
  - Charles McNeilly - sign where indicated
- ◇ **BANK QUALIFIED CERTIFICATE**
  - Charles McNeilly - sign where indicated
- ◇ **INSURANCE COVERAGE REQUIREMENTS**
  - Provide Agent’s contact information
  - Charles McNeilly - sign where indicated
- ◇ **INVOICE INSTRUCTIONS**
  - Complete contact information for payment billing invoices
- ◇ **NOTICE OF ASSIGNMENT**
  - Charles McNeilly - sign where indicated
- ◇ **ESCROW AGREEMENT**
  - Charles McNeilly - sign where indicated
- ◇ **Exhibit A- PAYMENT REQUEST FORM/ SIGNATURE CARD**
  - Charles McNeilly - sign where indicated
- ◇ **TAX COMPLIANCE WITH NO ARBITRAGE**
  - Charles McNeilly - sign and date where indicated
- ◇ **8038 - IRS Form**
  - Verify employer identification number in Box 2, Complete Boxes 10a & 10b
  - Charles McNeilly - sign and date where indicated under “Signature and Consent”
- ◇ **ADDITIONAL DOCUMENTATION NEEDED PRIOR TO VENDOR PAYMENT (at delivery):**
  - Certificate of Insurance from your insurance provider
  - First payment check (if applicable)

### **Conditions to Funding**

*If, for any reason: (i) the required documentation is not returned by 9/13/2023, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstances which adversely affects the expectations, rights or security of the Lessor or its assignees; then Lessor or its assignees reserves the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety.*

*This contract is being issued based upon review of credit and financial materials provided by lessee that resulted in a credit approval decision. CLP is committed to working with the lessee on this transaction throughout the entire process. Failure to complete the lease in its entirety may result in a \$500 documentation fee being charged. This fee is for credit analysis, drafting of the contract, overnight services and expenses incurred in processing this agreement.*

# MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

**LESSEE: City of Rockaway Beach**

**This Master Equipment Lease Purchase Agreement, including all exhibits and schedules hereto whether currently in existence or hereafter executed (the "Agreement"), dated as of 9/7/2023, and entered into between Community First National Bank 215 S. Seth Child Rd, Manhattan, KS 66502 ("Lessor"), and City of Rockaway Beach, PO Box 5, Rockaway Beach, OR 97136 a body corporate and politic duly organized and existing under the laws of the State of Oregon ("Lessee");**

## RECITALS

WHEREAS, Lessee desires to lease from Lessor certain equipment described in the schedules to this Agreement, substantially in the form of Exhibit A hereto, that are executed from time to time by the parties hereto (such schedules are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules", and the items of equipment leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefore, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE

Section 1.01. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

- (a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and affect its existence as a body corporate and politic. Lessee is a political subdivision of the State within the meaning of Section 103(a) of the Code or a constituted authority authorized to issue obligations on behalf of a state or local governmental unit within the meaning of the regulations promulgated pursuant to said Section of the Code.
- (c) Lessee has full power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (d) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement.
- (e) Lessee has complied or will comply with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than Lessee.
- (g) During the Lease Term, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be reasonably requested by Lessor.
- (h) The Equipment will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.
- (i) The Equipment is, and during the Lease Term will remain personal property and when subjected to use by the Lessee, will not be or become fixtures.
- (j) The Equipment is essential to the function of the Lessee and the services provided to its citizens, and will be used throughout the period that this Agreement is in force for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.
- (k) During the term of this Agreement, Lessee will not dispose of or sell any part of the Equipment.
- (l) Lessee has not terminated a lease, rental agreement, installment purchase contract, or any other such agreement in the past five (5) years as a result of insufficient funds being appropriated for payments due under such an agreement.
- (m) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (n) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (o) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement for the current fiscal year, and such funds have not been expended for other purposes.
- (p) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.
- (q) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- (r) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

## ARTICLE II. DEFINITIONS

Section 2.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement, including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, whether currently in existence or hereafter executed, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the United States Treasury Regulations in effect thereunder.

"Commencement Date" means, with respect to any Schedule, the date when the Lease Term of this Agreement with respect to that Schedule and Lessee's

obligation to pay rent under that Schedule commence, which date will be the earlier of (i) the date of the Agreement, or (ii) the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent.

"Equipment" means the property described in the Schedules and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in Section 10.01.

"Escrow Agreement" means, with respect to a given Schedule, an escrow agreement in form and substance satisfactory to Lessor, between Lessee, Lessor and an escrow agent relating to the acquisition fund created thereunder.

"Lease" means, at any time, (i) if none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 9.01, or if all of Lessor's interest in, to and under this Agreement and all Schedules have been assigned to the same assignee without any reassignment, this Agreement, or (ii) if Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 9.01, all Schedules that have the same Lessor and this Agreement as it relates to those Schedules and the Equipment listed therein, which shall constitute a separate single lease relating to that Equipment.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease.

"Lessee" means the entity which is described in the first paragraph of this Agreement, its successors and assigns.

"Lessor" means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor's interest in, to and under that Schedule has not been assigned pursuant to Section 9.01, the entity described as such in the first paragraph of this Agreement or its successor, or (ii) if Lessor's interest in, to and under that Schedule has been assigned pursuant to Section 9.01, the assignee thereof or its successor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

"Original Term" means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

"Purchase Option Price" means, with respect to the Equipment listed on any Schedule, the amount set forth in that Schedule as the Purchase Option Price for that Equipment.

"Renewal Terms" means, with respect to any Lease, the automatic renewal terms of that Lease, as provided for in Article III of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in the Schedule.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.02.

"State" means the state in which Lessee is located.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee purchased or is purchasing the Equipment.

### ARTICLE III. LEASE TERM

**Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part. The Lease Term for each Lease may be continued at the end of the Original Term or any Renewal Term for an additional Renewal Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term, Lessee shall be deemed to have continued that Lease for the next Renewal Term unless Lessee shall have terminated that Lease pursuant to **Section 4.05** or **Section 5.04**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Schedules. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement.

**Section 3.02. Continuation of Lease Term.** Lessee currently intends, subject to **Section 4.05**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Lease Term for each Lease can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

**Section 3.03. Return of Equipment on Termination.** Upon expiration or earlier termination of any Schedule under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment described in that Schedule under the provisions of this Agreement, Lessee shall deliver, at Lessee's expense, the Equipment described in that Schedule to Lessor in the same condition as existed at the Commencement Date, ordinary wear and tear expected, packaged or otherwise prepared in a manner suitable by shipment by truck or rail common carrier at a location specified by Lessor.

**Section 3.04. Conditions to Lessor's Performance under Schedules.** As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) A Lessee Resolution executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lessor;
- (b) An Opinion of Counsel to Lessee in substantially the form attached hereto as Exhibit C respecting such Schedule and otherwise satisfactory to Lessor;
- (c) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time;
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

### ARTICLE IV. RENTAL PAYMENTS

**Section 4.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

**Section 4.02. Payment of Rental Payments.** Lessee shall pay Rental Payments, from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in each Schedule. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor may from time to time designate in writing). If any Rental Payment or other sum payable under any Schedule is not paid when due, Lessee shall pay to Lessor accrued interest on such delinquent amount from the date due thereof until paid at the lesser of 18% or the maximum rate allowed by law. In the event that it is determined that any of the interest

components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on the date of each Rental Payment thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 4.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Schedule will set forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 4.04. Rental Payments to be Unconditional.** The obligations of Lessee to make payment of the Rental Payments required under this Article IV and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other dispute between Lessee and Lessor, any Vendor or any other person, Lessee shall make all payments of Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then-current Renewal Term for each Schedule shall not be abated through accident or unforeseen circumstances.

**Section 4.05. Non appropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement (and any additional amounts due hereunder, if applicable) as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under a Lease following the then current Original Term or Renewal Term, that Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver written notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such written notice shall not extend the term beyond such Original Term or Renewal Term.

## **ARTICLE V. TITLE TO EQUIPMENT; SECURITY INTEREST; OPTION TO PURCHASE**

**Section 5.01. Title to the Equipment.** Upon acceptance of the Equipment by Lessee, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of that Equipment to Lessor, upon (a) any termination of that Lease other than termination pursuant to Section 5.04, or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

**Section 5.02. Security Interest.** To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on (i) the Equipment and on all additions, attachments, accessions, that are considered to be an integral part of the equipment, and substitutions thereto, and on any proceeds there from, and (ii) the acquisition fund established under any Escrow Agreement entered into in connection therewith. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. Lessee hereby authorizes the filing of financing statements under the Uniform Commercial Code in connection with the security interest granted hereunder.

**Section 5.03. Personal Property.** Lessor and Lessee agree that the Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

**Section 5.04. Option to Purchase.** Lessee shall have the option to purchase Lessor's interest in all (but not less than all) of the Equipment described in any Schedule, upon giving written notice to Lessor at least 60 (but not more than 180) days before the date of purchase, at the following times and upon the following terms:

- (a) On the date of the last Rental Payment set forth in that Schedule (assuming this Agreement is renewed at the end of the Original Term and each Renewal Term), if the Agreement is still in effect on such day, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus One Dollar;
- (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule plus the then applicable Purchase Option Price set forth in that Schedule; or
- (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in that Schedule on the day specified in Lessee's written notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments and all other amounts then due under that Schedule, including, without limitation, interest accrued to the date of payment, plus the then applicable Purchase Option Price set forth in that Schedule.

## **ARTICLE VI. DELIVERY, MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 6.01. Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the locations specified in the Schedules and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit D.

**Section 6.02. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Schedule on which that item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 6.03. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment. Lessee shall not make material modifications to the Equipment without the prior consent of Lessor.

**Section 6.04. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, charges and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the Lease Term. Lessee will take no action that will cause the interest portion of any Rental payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under the Code. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the interest component of each Rental Payment being excluded from Lessor's income pursuant to the Code.

**Section 6.05. Provisions Regarding Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required

by Lessor, in an amount at least equal to the replacement cost of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b); provided further that, if Lessor provides such consent Lessee shall provide to Lessor information with respect to such self-insurance program as Lessor may request from time to time. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance shall be with insurers that are acceptable to Lessor, shall name Lessor as a loss payee and an additional insured, respectively, and shall contain a provision to the effect that such insurance shall not be canceled or modified materially without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear.

Section 6.06. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor shall constitute additional rent for the then-current Original Term or Renewal Term, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced until paid at the rate of 18% per annum or the maximum interest rate permitted by law, whichever is less.

#### **ARTICLE VII. DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

Section 7.01. Risk of Loss. Lessee is responsible for the entire risk of loss of or damage or destruction to the Equipment. No such loss, damage or destruction shall relieve Lessee of any obligation under this Agreement or any Lease.

Section 7.02. Damage, Destruction and Condemnation. If (a) the Equipment listed on any Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless Lessee shall have exercised its option to purchase that Equipment pursuant to Section 5.04. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 7.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to in Section 7.02, Lessee shall either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, unless Lessee, pursuant to Section 5.04, purchases Lessor's interest in the Equipment destroyed, damaged or taken and any other Equipment listed in the same Schedule. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

#### **ARTICLE VIII. DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT**

Section 8.01. Disclaimer of Warranties. LESSEE HAS SELECTED THE EQUIPMENT AND THE VENDORS. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY OR REPRESENTATION WITH RESPECT THERETO. In no event shall Lessor be liable for an incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item or products or service provided for in this Agreement.

Section 8.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect, whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 8.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the title of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

Section 8.04. Essential Nature of the Equipment. Lessee confirms and affirms that the Equipment is essential to the function of Lessee and the services provided to its citizens, that there is an immediate need for the Equipment which is not temporary or expected to diminish in the foreseeable future, and that Lessee will use substantially all the Equipment for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of its authority.

#### **ARTICLE IX. ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING**

Section 9.01. Assignment by Lessor. Lessor's interest in, to, and under this Agreement; any Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor at any time subsequent to its execution. Lessee hereby agrees to maintain a written record of each such assignment in form necessary to comply with Section 149(a) of the Code. No such assignment shall be binding on Lessee until it has received written notice from Lessor of the assignment disclosing the name and address of the assignee. Lessee agrees to execute all documents, including chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may from time to time have against Lessor.

Section 9.02. Assignment and Subleasing by Lessee. None of Lessee's interest in, to and under this Agreement and in the Equipment may be sold, assigned, subleased, pledged or otherwise encumbered by Lessee without the prior written consent of Lessor.

Section 9.03. Release and Indemnification Covenants. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as (a) result of the entering into of this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacture, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**ARTICLE X. EVENTS OF DEFAULT AND REMEDIES**

**Section 10.01. Events of Default Defined.** Subject to the provisions of **Section 4.05**, any of the following events shall constitute an "Event of Default" under any Lease:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of that Lease shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under that Lease.
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

**Section 10.02. Remedies on Default.** Whenever any Event of Default under any Lease exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;
- (b) With or without terminating that Lease, Lessor may, upon 5 days written notice to Lessee, enter the premises where any Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease plus the then-applicable Purchase Option Price for that Equipment and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term; and
- (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Lease or as the owner of any or all of the Equipment that is subject to that Lease.

In addition, whenever an Event of Default exists with respect to any Rental Payment required by a particular Schedule or with respect to any other payment, covenant, condition, agreement, statement, representation or warranty set forth in that Schedule or applicable to that Schedule or the Equipment listed therein, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (d) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to that Schedule and other amounts payable by Lessee under this Agreement to the end of the then current Original Term or Renewal Term to be due;
- (e) With or without terminating that Schedule, Lessor may, upon 5 days written notice to Lessee, enter the premises where the Equipment listed in that Schedule is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to that Schedule and other amounts related to that Schedule or the Equipment listed therein that are payable by Lessee hereunder plus the then applicable Purchase Option Price for that Equipment, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (e) shall not exceed the Rental Payments and other amounts otherwise due under that Schedule plus the remaining Rental Payments and other amounts payable by Lessee under that Schedule to the end of the then current Original Term or Renewal Term; and
- (f) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under that Schedule, this Agreement with respect to that Schedule and the Equipment listed therein.

In addition to the remedies specified above, Lessor may charge interest on all amounts due to it at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Schedules, this Agreement related to any other Schedule or the Equipment listed therein.

**Section 10.03. No Remedy Exclusive.** No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

**Section 10.04. Agreement to Pay Attorneys' Fees and Expenses.** If Lessee should default under any of the provisions hereof and Lessor should employ attorneys or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of Lessee contained in this Agreement, Lessee agrees, to the extent it is permitted by law to do so, that it will, if assessed by a court of competent jurisdiction, pay to Lessor the reasonable fees of those attorneys and other reasonable expenses so incurred by Lessor.

**Section 10.05. Application of Moneys.** Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied as follows:

- (a) If such remedy is exercised solely with respect to a single Schedule, Equipment listed in that Schedule or rights under the Agreement related to that Schedule, then to amounts due pursuant to that Schedule and other amounts related to that Schedule or that Equipment.
- (b) If such remedy is exercised with respect to more than one Schedule, Equipment listed in more than one Schedule or rights under the Agreement related to more than one Schedule, then to amounts due pursuant to those Schedules pro rata.

**ARTICLE XI. MISCELLANEOUS**

Section 11.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

Section 11.02. Binding Effect; Entire Agreement; Amendments and Modifications. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's consent. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.03. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.04. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.05. Amendments, Changes and Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 11.06. Execution in Counterparts; Chattel Paper. This Agreement, including in writing each Schedule, may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; except (1) to the extent that various Schedules and this Agreement as it relates thereto constitutes separate Leases as provided in this Agreement and (2) that Lessor's interest in, to and under any Schedule and the Agreement as it relates to that Schedule, and the Equipment listed in that Schedule may be sold or pledged only by delivering possession of the original counterpart of that Schedule marked "Counterpart No. 1," which Counterpart No. 1 shall constitute chattel paper for purposes of the Uniform Commercial Code.

Section 11.07. Usury. The parties hereto agree that the charges in this Agreement and any Lease shall not be a violation of usury or other law. Any such excess charge shall be applied in such order as to conform this Agreement and such Lease to such applicable law.

Section 11.08. Jury Trial Waiver. To the extent permitted by law, lessee agrees to waive its right to a trial by jury.

Section 11.09. Facsimile Documentation. Lessee agrees that a facsimile copy of this Agreement or any Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Agreement or such Lease.

Section 11.10. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

**Lease No. ROCOR2023-09EU**

**LESSEE:**

City of Rockaway Beach

**LESSOR:**

Community First National Bank

\_\_\_\_\_  
Charles McNeilly, Mayor

\_\_\_\_\_  
Blake Kaus, VP

# EXHIBIT A

## SCHEDULE OF EQUIPMENT NO. 01, Dated 9/7/2023

Counterpart No. 1,

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.

1. **Defined Terms.** All terms used herein have the meanings ascribed to them in the above referenced Master Equipment Lease Purchase Agreement (the "Master Equipment Lease").
2. **Equipment.** The Equipment included under this Schedule of Equipment is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
3. **Payment Schedule.** The Rental Payments and Purchase Option Prices under this Schedule of Equipment are set forth in the Payment Schedule attached as **Attachment 2** hereto.
4. **Representations, Warranties and Covenants.** Lessee hereby represents, warrants, and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
5. **The Master Equipment Lease.** This Schedule is hereby made as part of the Master Equipment Lease and Lessor and Lessee hereby ratify and confirm the Master Equipment Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

**Lease Number: ROCOR2023-09EU**

**LESSEE:**  
City of Rockaway Beach

**LESSOR:**  
Community First National Bank

\_\_\_\_\_  
Charles McNeilly, Mayor

\_\_\_\_\_  
Blake Kaus, VP



## ATTACHMENT 1 EQUIPMENT DESCRIPTION

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**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

**Lease Number: ROCOR2023-09EU**

One (1) New Rosenbauer Viper Aerial

With a total acquisition cost of \$1,019,572.00; together with all additions, accessions and replacements thereto. Lessee hereby certifies the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Master Equipment Lease Purchase Agreement and the Equipment is located on the premise of the Lessee unless otherwise noted by the Lessee.

Physical location where equipment will be stored after delivery: 270 S. Anchor St., Rockaway Beach, OR

**LESSEE:**  
City of Rockaway Beach

---

Charles McNeilly, Mayor

## ATTACHMENT 2 PAYMENT SCHEDULE

RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.

Lease Number: ROCOR2023-09EU

**PROJECT FUNDS: \$669,572.00**

### AMORTIZATION SCHEDULE

Payment Number	Payment Date	Payment Amount	Interest Portion	Principal Portion	Purchase Option Price
1	8/1/2024	\$86,775.75	\$33,113.85	\$53,661.90	Not Available
2	8/1/2025	\$86,775.75	\$33,271.86	\$53,503.89	\$562,978.44
3	8/1/2026	\$86,775.75	\$30,318.45	\$56,457.30	\$505,109.71
4	8/1/2027	\$86,775.75	\$27,202.00	\$59,573.75	\$444,046.62
5	8/1/2028	\$86,775.75	\$23,913.53	\$62,862.22	\$379,612.84
6	8/1/2029	\$86,775.75	\$20,443.54	\$66,332.21	\$311,622.32
7	8/1/2030	\$86,775.75	\$16,782.00	\$69,993.75	\$239,878.73
8	8/1/2031	\$86,775.75	\$12,918.35	\$73,857.40	\$164,174.90
9	8/1/2032	\$86,775.75	\$8,841.42	\$77,934.33	\$84,292.21
10	8/1/2033	\$86,775.75	\$4,539.45	\$82,236.30	\$0.00
<b>Grand Totals</b>		<b>\$867,757.50</b>	<b>\$211,344.45</b>	<b>\$656,413.05</b>	

**LESSEE:**

City of Rockaway Beach

---

Charles McNeilly, Mayor

**EXHIBIT B**

**LESSEE RESOLUTION**

**Re: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

I, the undersigned, the duly appointed, qualified and acting **City Recorder** of the above captioned Lessee do hereby certify this date \_\_\_\_\_, as follows:

(1) Lessee did, at a meeting of the governing body of the Lessee held on \_\_\_\_\_, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above referenced Schedule of Equipment No. 01 (the "Schedule") on its behalf by the following named representative of the Lessee, to witness:

\_\_\_\_\_  
**Authorized Signer:** Charles McNeilly, Mayor

- (2) The above named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.
- (3) The meeting of the governing body of the Lessee at which the Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Schedule and authorizing the execution thereof has not been altered or rescinded.
- (4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the above referenced Master Equipment Lease Purchase Agreement) exists at the date hereof.
- (5) All insurance required in accordance with the above referenced Master Equipment Lease Purchase Agreement is currently maintained by the Lessee.
- (6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the above referenced Master Equipment Lease Purchase Agreement) and such funds have not been expended for other purposes.
- (7) The fiscal year of Lessee is from July to June.

The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this resolution.

**City of Rockaway Beach**

**Attested By:** \_\_\_\_\_  
Luke Shepard, City Manager

**Certified By:** \_\_\_\_\_  
Melissa Thompson, City Recorder

## EXHIBIT C

### OPINION OF LESSEE'S COUNSEL

*(Must be re-Printed onto attorney's letterhead)*

(Date)

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

**Re: Lessee: City of Rockaway Beach**

Ladies and Gentlemen:

As legal counsel to City of Rockaway Beach (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, and Exhibits thereto by and between Community First National Bank (the "Lessor") and Lessee, Schedule of Equipment No. 01, dated 9/7/2023, and a certain Escrow Agreement dated as of 9/7/2023, (collectively, the "Agreement") by and between Lessor and Lessee, which, among other things, provides for the lease with option to purchase by the Lessee of certain property listed in the Schedule (the "Equipment"); (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorizes Lessee to execute the Agreement and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee's true and correct name is City of Rockaway Beach.
- (2) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- (3) Lessee has the requisite power and authority to lease the Equipment with an option to purchase and to execute and deliver the Agreement and to perform its obligations under the Agreement;
- (4) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement and other documents either attached thereto or required therein are the valid and binding obligations of Lessee enforceable in accordance with their terms;
- (5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and
- (6) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
- (7) The signatures of the officers which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
- (8) No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
- (9) The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
- (10) The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986 as amended and the related regulations and rulings.
- (11) The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

All capitalized terms herein shall have the same meanings as in the foregoing Agreement unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments are entitled to rely on this opinion.

Signature of Legal Counsel

## EXHIBIT D

### ACCEPTANCE CERTIFICATE

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

Ladies and Gentlemen,

**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

In accordance with the Master Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

- (1) All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Equipment (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by **Section 6.05** of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.
- (5) Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
- (6) The governing body of Lessee has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Lessee who signed the Agreement.
- (7) The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

City of Rockaway Beach

\_\_\_\_\_  
Charles McNeilly, Mayor

\_\_\_\_\_  
Date

*\*If delivery is not immediate, keep until final delivery.*

## TITLE REGISTRATION & SECURITY INTEREST CERTIFICATION

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**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

**Lease Number: ROCOR2023-09EU**

One (1) New Rosenbauer Viper Aerial

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. The Agreement requires the completion of the ownership transfer and perfection of the lienholder process. This process is completed through submission of the documents to the State for a title to be issued in the name of the Lessee.
2. The Lessee will in a timely fashion submit the appropriate paperwork to the State to have a title to the Equipment issued in their name as owner and Lessor listed as first lienholder. Such verification of perfected ownership and security interest will be provided to Lessor no later than 90 days from delivery of the Equipment.

**LESSEE:**

City of Rockaway Beach

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Charles McNeilly, Mayor

## BANK QUALIFIED CERTIFICATE

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**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

Whereas, Lessee hereby represents it is a "Bank Qualified" Issuer for the calendar year in which the above referenced Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than \$10,000,000 dollars of tax-exempt obligations during the calendar year).

Now, therefor, Lessee hereby designates the above referenced Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the above referenced Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the above referenced Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the above referenced Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

**LESSEE:**

City of Rockaway Beach

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Charles McNeilly, Mayor

## INSURANCE COVERAGE REQUIREMENTS

**Lessee: City of Rockaway Beach**

**Please mark one of the following:**

( ) Pursuant to Section 6.05 of the Agreement, you have agreed to provide us evidence of insurance covering the property in the Agreement. A Certificate of Insurance naming all insured parties and coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

( ) Pursuant to Section 6.05 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form, together with a copy of the statute authorizing this form of insurance. Coverage must be provided to us as soon as possible, but no later than the date on which delivery of equipment occurs.

Equipment to be insured: **One (1) New Rosenbauer Viper Aerial**

Policy should be issued and mailed to: Community First National Bank and/or Its Assigns  
 215 S. Seth Child Road  
 Manhattan, KS 66502

**INSURANCE REQUIREMENTS:**

**1. LIABILITY**

- ✓ \$1,000,000.00 Aggregate Bodily Injury
- ✓ \$1,000,000.00 Combined Single Limit per Occurrence
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Additional Insured**.

**2. PHYSICAL DAMAGE**

- ✓ All risk coverage to guarantee proceeds sufficient to cover the replacement cost of the equipment.
- ✓ Community First National Bank and/or Its Assigns MUST be listed as **Loss Payee**.

**3. ENDORSEMENT**

- ✓ Lessor will receive at least thirty (30) days written notice from Insurer prior to alteration, cancellation or reduction of insurance coverage.

**4. VERBIAGE TO INCLUDE IN DESCRIPTION**

- ✓ One (1) New Rosenbauer Viper Aerial as outlined on Lease# ROCOR2023-09EU
- ✓ Replacement Value (GRC, ACV, etc.)
- ✓ Comprehensive and Collision Deductibles

**THE CERTIFICATE SHOULD BE  
 EMAILED TO wanidanondorf@clpusa.net OR FAXED TO: 888.777.7875**

Insurance Company Name: <i>City County Insurance Services (CIS)</i>		
Agents Name: <i>Cheryl Spellman, Hudson Insurance</i>		
Address: <i>PO Box 670</i>		
City: <i>Tillamook</i>	State: <i>OR</i>	Zip: <i>97141</i>
Phone: <i>(503)842-8213</i>	Email: <i>cspellman@hudson-tillamook.com</i>	

**LESSEE:**  
 City of Rockaway Beach

\_\_\_\_\_  
 Charles McNeilly, Mayor



## INVOICE INSTRUCTIONS

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**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee.**

**Lease Number: ROCOR2023-09EU**

**Equipment Description: One (1) New Rosenbauer Viper Aerial**

Please provide contact information for billing and invoicing purposes.

Person/Department: Becca Harth / City of Rockaway Beach  
P.O. Box/Street: PO Box 5  
City, State, Zip: Rockaway Beach, OR 97136  
Telephone Number: (503) 374-0609  
Email Address: bharth@corb.us

## NOTICE OF ASSIGNMENT

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August 28, 2023

City of Rockaway Beach  
PO Box 5  
276 Highway 101 South  
Rockaway Beach, OR 97136

**RE: Schedule of Equipment No. 01, dated 9/7/2023, to Master Equipment Lease Purchase Agreement, dated as of 9/7/2023, between Community First National Bank, as Lessor, and City of Rockaway Beach, as Lessee. Along with the Escrow Agreement entered into as of 9/7/2023.**

Please be advised that Community First National Bank has assigned all its right, title and interest in, to and under the above referenced Master Equipment Lease Purchase Agreement (the "Agreement"), the Equipment leased thereunder and the right to receive Rental Payments thereunder to the following assignee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Community First National Bank will be the servicing this lease and all Rental Payments and payment of the Purchase Option Price due under the Agreement will be made to:

**Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502**

Community First National Bank

\_\_\_\_\_  
Blake Kaus, VP

ACKNOWLEDGED AND ACCEPTED:

City of Rockaway Beach

\_\_\_\_\_  
Charles McNeilly, Mayor

\*Lessor may at a future date desire to assign this lease agreement. At this time, a specific Assignee is undetermined. At such time Lessor determines a need to assign this lease; Lessee will be provided with a completed copy of this page for their records and be made aware of any changes in where to send the rental payments going forward. This assignment option is outlined in Article IX of the Master Equipment Lease Purchase Agreement.

## ESCROW AGREEMENT

**THIS ESCROW AGREEMENT, made and entered into as of 9/7/2023 by and among Community First National Bank, a national banking association ("Escrow Agent"), Community First National Bank, a corporation duly organized and existing under the Laws of the State of Kansas ("Lessor"), and City of Rockaway Beach ("Lessee") a political subdivision under the laws of the State of Oregon ("State"), duly organized and existing under the Constitution and laws of the State.**

### WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Schedule of Equipment No. 01, dated 9/7/2023 to Master Equipment Lease Purchase Agreement dated as of 9/7/2023 ("Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment described therein ("Equipment"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Agreement; and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Agreement, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

### ARTICLE I. APPOINTMENT OF ESCROW AGENT: DEFINITIONS

**Section 1.01. Appointment of Escrow Agent.** Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Agreement, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

**Section 1.02. Definitions.** The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Agreement.

"Agreement" means the Schedule of Equipment No. 01, dated 9/7/2023 to Master Equipment Lease Purchase Agreement dated 9/7/2023, by and between Lessee and Lessor and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described in the Agreement, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means Community First National Bank or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Payment Date" means the date upon which any Rental Payment under the Agreement is due and payable, as set forth in the Payment Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Kansas, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (v) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's Investors Service or "Am" or "Am-G" by Standard & Poor's Corporation.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Agreement during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Agreement.

"Term of the Agreement" means the time during which the Agreement is in effect, as provided in Article III of the Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

**Section 1.03. Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers and person signing it.

### ARTICLE II. ACQUISITION FUND

**Section 2.01. Acquisition Fund.** Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Acquisition Fund separate and apart from all other funds and moneys held by it; and shall administer such funds as expressly provided hereunder.

**Section 2.02. Deposit of Moneys by Lessor.** At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of \$656,413.05. Escrow Agent shall credit said amount to the Acquisition Fund established and to be held, applied and disbursed as herein provided.

**Section 2.03. Purpose: Payment of Acquisition Costs.** The Acquisition Fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Acquisition Fund the Acquisition Costs of the Equipment, upon receipt from Lessee and Lessor the following items:

- (a) in the case of payment of any Acquisition Costs to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from

the Vendor showing proper application of prior requisitions, (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered, and (5) an Acceptance Certificate with respect to the Equipment for which disbursement is requested;

- (b) in the case of any Acquisition Costs previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, (3) evidence of payment, and (4) evidence of Lessee's declaration of official intent for reimbursement, which declaration shall have been made no later than 60 days after the Lessee paid the Acquisition Costs; or
- (c) in the case of payment of any other Acquisition Costs, a duly executed Payment Request Form.

**Section 2.04. Escrow Agent's Compensation.** As compensation for the services to be rendered hereunder, Lessee agrees to pay the Escrow Agent \$175.00 ("Escrow Agent's Compensation"). The Escrow Agent's Compensation shall be payable from interest earnings on the escrow account and will be paid upon disbursement of proceeds to the vendor and closing of the escrow account. If the interest earnings on the escrow account are not sufficient to pay the Escrow Agent's Compensation, Escrow Agent shall provide Lessee with an invoice for the shortfall and Lessee shall pay such amount to Escrow Agent upon demand. If funds remain in the Acquisition Fund, excluding Acquisition Costs and Escrow Agent's Compensation, after the full delivery and acceptance of the Equipment, then Lessee and Lessor agree such excess funds shall be retained by Escrow Agent as partial compensation for the performance of its obligations hereunder.

**Section 2.05. Transfers Upon Completion.** Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the one year anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the next Rental Payment(s) due under the Agreement by paying such moneys directly to the Lessor or its assignees.

**Section 2.06. Termination.** If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Agreement, all moneys in the Acquisition Fund shall be paid to Lessor or assignees for application against moneys due to Lessor under the Agreement. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default under the Agreement or the termination of the Agreement for any reason other than Lessee's payment of the applicable Purchase Option Price, Escrow Agent shall immediately remit any and all funds in the Acquisition Fund to Lessor.

### **ARTICLE III. MONEYS IN FUNDS: INVESTMENTS; TERMINATION**

**Section 3.01. Held in Trust.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

**Section 3.02. Investments Authorized.** Moneys held by the Escrow Agent hereunder may be invested, and upon written order of the Lessee Representative shall, be invested by the Escrow Agent in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

**Section 3.03. Accounting.** The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

**Section 3.04. Valuation and Disposition of Investments.** For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

**Section 3.05. Deposit of Moneys in Acquisition Fund.** All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

**Section 3.06. Termination.** Unless earlier terminated pursuant to Article VII, this Escrow Agreement shall terminate upon the final distribution of all moneys in the Acquisition Fund.

### **ARTICLE IV. THE ESCROW AGENT**

**Section 4.01. Removal of Escrow Agent.** The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

**Section 4.02. Resignation of Escrow Agent.** The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

**Section 4.03. Appointment of Agent.** The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

**Section 4.04. Merger or Consolidation.** Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Section 4.05. Protection and Rights of the Escrow Agent.** The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed),

shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

#### **ARTICLE V. ASSIGNMENTS; AMENDMENTS**

Section 5.01. Assignment. Except as expressly herein provided to the contrary; the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Agreement, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

#### **ARTICLE VI. FURTHER ASSURANCES**

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

#### **ARTICLE VII. DEFAULT OR NON-APPROPRIATION**

Section 7.01. Default.

- (a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Agreement, or termination of the Agreement pursuant to Section 4.05 thereof, which right shall not be exercised less than 15 days after Lessor shall have given Lessee written notice of such default or termination for non-appropriation. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.
- (b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.
- (c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

#### **ARTICLE VIII. LIMITATION OF LIABILITY**

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Agreement, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable, attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Agreement or the Escrow Agent's employment as an Escrow Agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

**ARTICLE IX. MISCELLANEOUS**

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Kansas.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect; Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in Counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

**ESCROW AGENT:**

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

**LESSOR:**

Community First National Bank  
215 S. Seth Child Road  
Manhattan, KS 66502

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Blake Kaus, VP

**LESSEE:**

City of Rockaway Beach  
PO Box 5  
Rockaway Beach, OR 97136

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Charles McNeilly, Mayor

**EXHIBIT A  
PAYMENT REQUEST FORM**

Community First National Bank, Escrow Agent under an Escrow Agreement dated as of 9/7/2023, by and among the said Escrow Agent, Community First National Bank (Lessor), and the City of Rockaway Beach, (Lessee) is hereby requested to pay, from the Equipment Acquisition Fund held under said Escrow Agreement, to the persons, firms or corporation designated below as payee, the amount set forth opposite each such person's firm's or corporation's name, in payment of the Acquisition Costs (as defined in said Escrow Agreement) of the Equipment described on the attached page(s) designated opposite such Payee's name and account.

<u>Payee</u>	<u>Equipment</u>	<u>Amount</u>

**VOID  
TO BE UTILIZED AS A SIGNATURE CARD ONLY**

By executing this Payment Request Form the Lessee hereby represents that the Payee or Payees listed above who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Lessee and that the amounts requested above by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees.

**Partial Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a request for a partial release of funds from the Escrow Account to pay for a portion of the Equipment: (1) Invoice from the Vendor, (2) copy of the agreement between Lessee and Vendor (if requested by the Lessor or Escrow Agent), (3) front and back copy of the original MSO/Title (if payment from Escrow Account is for a chassis) listing Community First National Bank and/or its assigns as the first lien holder. By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted this portion of the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto in a proportionate amount of the total Rental Payment. By executing this Payment Request Form Lessee agrees that Lessee is the title owner to this portion of the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to this portion of the Equipment and keep the Lease in full force and effect.

**Final Disbursement.** The undersigned certifies that the following documents are attached to this Payment Request Form when there is a final release of funds from the Escrow Account: (1) Final Vendor Invoice, (2) Signed Acceptance Certificate, (3) Insurance Certificate, (4) front and back copy of the original MSO/Title listing Community First National Bank and/or its assigns as first lien holder (if not already received). By executing this Payment Request Form and attaching the documents as required above, the Lessee shall be deemed to have accepted the Equipment for all purposes under the Lease, including, without limitation, the obligation of Lessee to make the Rental Payments with respect thereto. By executing this Payment Request Form Lessee certifies that Lessee is the title owner to the Equipment and that in the event that any third party makes a claim to such title that Lessee will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to the Equipment and keep the Lease in full force and effect.

**LESSEE:**  
City of Rockaway Beach

\_\_\_\_\_  
Charles McNeilly, Mayor

\_\_\_\_\_  
Signature

*Signature of additional authorized individual (optional)*

\_\_\_\_\_  
Name and Title

## TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

**This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Schedule of Equipment No. 01, dated 9/7/2023 to Master Equipment Lease Purchase Agreement dated as 9/7/2023 by and between Community First National Bank, ("Lessor") and City of Rockaway Beach ("Lessee").**

### 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Schedule of Equipment No. 01, dated 9/7/2023 to Master Equipment Lease Purchase Agreement dated as of 9/7/2023 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto and contemporaneously herewith with respect to the financing of the acquisition of One (1) New Rosenbauer Viper Aerial of equipment (the "Equipment") by Lessor for Lessee (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or sub account therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

### 2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Description executed and delivered by Lessee pursuant to the Financing Documents. The principal amount represented by the Financing Documents, or ~~\$656,413.05~~ will be deposited in escrow by Lessor at closing and held by Community First National Bank, as Escrow Agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of 9/7/2023 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the principal amount represented by the Financing Documents will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

### 3. Source and Disbursement of Funds.

3.1. The principal amount represented by the Financing Documents does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the principal amount may be paid to Lessee within such period as reimbursement for Acquisition Costs already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

- (a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. Sec. 1.150-2;
- (b) The reimbursement being requested will be made by written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. Sec. 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a sinking, reserve or replacement fund with respect to, any other obligations issued by it.

### 4. Temporary Period.

4.1. Lessee expects, within six months from the date of issuance of the Financing Documents, (a) to have had disbursed from escrow an amount in excess of the lesser 2 1/2% of the amount deposited by Lessor in escrow or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times. At least 15% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the sum of the amount deposited in escrow and the reasonably anticipated interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

### 5. Escrow Account.

5.1. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the equipment.



**6. Exempt Use.**

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**7. No Federal Guarantee.**

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans, the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be federally guaranteed within the meaning of Section 149(b) of the Code.

**8. Miscellaneous.**

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason it is applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of five years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

**LESSEE:**

City of Rockaway Beach

\_\_\_\_\_  
Charles McNeilly, Mayor

\_\_\_\_\_  
Date

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)  
► See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Rockaway Beach		2 Issuer's employer identification number (EIN) 93-6002245
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) PO Box 5	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Rockaway Beach, OR 97136		7 Date of issue 09/07/2023
8 Name of issue Master Equipment Lease Purchase Agreement		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <i>Luke Shepard, City Manager</i>		10b Telephone number of officer or other employee shown on 10a <i>(503) 374-1752</i>

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education . . . . .	11	
12 Health and hospital . . . . .	12	
13 Transportation . . . . .	13	
14 Public safety . . . . .	14	\$ 656,413.05
15 Environment (including sewage bonds) . . . . .	15	
16 Housing . . . . .	16	
17 Utilities . . . . .	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a . . . . .		<input type="checkbox"/>
19b If bonds are BANs, check only box 19b . . . . .		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box . . . . .		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/01/2033	\$ 656,413.05	\$ N/A	10 years	5.520 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest . . . . .	22	
23 Issue price of entire issue (enter amount from line 21, column (b)) . . . . .	23	
24 Proceeds used for bond issuance costs (including underwriters' discount) . . . . .	24	
25 Proceeds used for credit enhancement . . . . .	25	
26 Proceeds allocated to reasonably required reserve or replacement fund . . . . .	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V . . . . .	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V . . . . .	28	
29 Total (add lines 24 through 28) . . . . .	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) . . . . .	30	

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . . .	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . . .	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . . . .	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	
<b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
<b>c</b> Enter the name of the GIC provider ▶ _____		
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
<b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____		
<b>d</b> Enter the name of the issuer of the master pool bond ▶ _____		
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input checked="" type="checkbox"/>		
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/>		
<b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
<b>b</b> Name of hedge provider ▶ _____		
<b>c</b> Type of hedge ▶ _____		
<b>d</b> Term of hedge ▶ _____		
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/>		
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/>		
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/>		
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____		
<b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	Signature of issuer's authorized representative _____ Date _____		Charles McNeilly, Mayor Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶ _____	Firm's EIN ▶ _____		Phone no. _____	
	Firm's address ▶ _____				

**Community Grant Applications 2023**

Organization	Non-Profit #	Contact Person	Requested Amount	Project/Use for Funds	Letter Rcvd
Sea Turtles Forever.org	20-1575608	Marc Ward	\$ 20,000.00	Beach filtration	✓
Meals for Seniors, Inc.	90-0097197	Theresa Bruneau	\$ 10,000.00	Food procurement & specialized containers for delivery	✓
Friends of the Rockaway Beach Library	93-122455	Jean Scholtz	\$ 8,200.36	Chair reupolstery; refinish deck balusters; move flagpole	✓
Rockaway Beach Volunteers	none	Sandra Johnson/ Robin Swain	\$ 2,000.00	Purchase of t-shirts, sweatshirts, hats and equipment for core volunteers	✓
Rockaway Beach Writers Rendezvous	none	Don Backman	\$ 5,000.00	Rockaway Writers Rendezvous	✓
Brittney Bakes	for-profit	Brittney Hudson	\$ 7,000.00	Expansion of space and equipment to provide classes for kids	✓

**RESOLUTION NO 23-1004**

**A RESOLUTION APPROVING AWARDS FOR THE 2023 COMMUNITY GRANT PROGRAM**

**WHEREAS**, the City appropriated \$60,000 for the 2023 Community Grant Program in the 2023-2024 fiscal year adopted budget; and

**WHEREAS**, the Community Grant Program provides funding to non-profit entities and organizations that serve the Rockaway Beach community; and

**WHEREAS**, the City Council shall determine the grant recipients and the dollar amount of each grant award based on the grant program evaluation criteria; and

**WHEREAS**, the City Council may make further awards after review of the applications received; and

**WHEREAS**, the City Council has reviewed the applications and determined to award the following grants to applicants as specified below.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rockaway Beach City Council hereby awards 2023 Community Grants to the following recipients in the amounts specified below:

<b>Recipient:</b>	<b>Grant Amount:</b>
	\$
	\$
	\$
	\$
	\$
	\$

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH DAY OF SEPTEMBER 2023.**

APPROVED

\_\_\_\_\_  
Charles McNeilly, Mayor

ATTEST

---

Melissa Thompson, City Recorder

**RESOLUTION NO 23-1005**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE PARTICIPANTS OF THE JETTY CREEK WORKING GROUP**

**WHEREAS**, the City of Rockaway Beach, Nuveen Natural Capital, Sustainable Northwest, North Coast Land Conservancy, and local community representatives, collectively known as the Jetty Creek Working Group desire to define through a Memorandum of Understanding (MOU) their respective roles and responsibilities in order to achieve mutually beneficial outcomes and resources in the lower Jetty Creek watershed; and

**WHEREAS**, the Jetty Creek Working Group intends to create a collaborative solution for long-term stewardship of the watershed; and

**WHEREAS**, the City's primary drinking water source is the Jetty Creek watershed and collaborative, sustainable stewardship of the watershed is in the best interest of the City; and

**WHEREAS**, the MOU is neither a fiscal nor a funds obligation document; and

**WHEREAS**, the MOU identifies the objectives, shared understanding, and roles and responsibilities of the members of the Working Group.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rockaway Beach City Council hereby approves the Memorandum of Understanding among the participants of the Jetty Creek Working Group, attached as Exhibit A.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH DAY OF SEPTEMBER 2023.**

APPROVED

---

Charles McNeilly, Mayor

ATTEST

---

Melissa Thompson, City Recorder

## MEMORANDUM OF UNDERSTANDING

### Among Participants of the Jetty Creek Working Group: Nuveen Natural Capital, Sustainable Northwest, North Coast Land Conservancy and The City of Rockaway Beach

#### I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to further define the respective roles and responsibilities of Nuveen Natural Capital, Sustainable Northwest, North Coast Land Conservancy, and local community representatives, collectively known as the Jetty Creek Working Group (the “Parties”) in order to achieve mutually beneficial outcomes for the Parties and resources in the lower Jetty Creek watershed (in Tillamook County, Oregon) as described in the Jetty Creek Working Group Letter of Intent (LOI; attached, dated July 25, 2019). Moreover, through the Working Group and this MOU, the Parties intend to create a collaborative solution for long-term stewardship of the watershed, thereby continuing to transform characterization of the watershed from being a “problem” to becoming a “collaborative, sustainable solution.”

This MOU is neither a fiscal nor a funds obligation document. No binding rights or obligations are created or implied by this MOU and it is expressly understood that the Parties are not bound to enter into or undertake any definitive obligations. Any endeavor involving reimbursement, contribution of resources, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, and such endeavors will be outlined in separate agreements that will be made in writing by representatives of the Parties and independently authorized.

#### II. TERM

This Memorandum will be effective upon execution and remain in effect until December 31, 2024, which shall be the termination date. At the time of or any time prior to the termination, this Memorandum can be modified or extended upon mutual agreement by the parties.

#### III. OBJECTIVES

The Parties shall work together to achieve the following objectives:

1. Develop a habitat conservation and restoration plan for the lower portion of the Jetty Creek Watershed managed by Greenwood Resources, Inc, the “property.”
2. Delineate areas of the property for conservation and restoration activities and work towards design and execution of strategies (e.g., a working forest conservation easement) that integrate beneficial, practical, and verifiable restoration and conservation actions.
3. Tier and prioritize restoration and conservation actions to meet the programmatic parameters of the Oregon Watershed Enhancement Board (OWEB) and other potential funding entities.

#### IV. STATEMENTS OF SHARED UNDERSTANDING



It is mutually agreed to and understood by the Parties that it is the best interest of the Parties and the watershed to:

1. Continue to assess baseline conditions and the future quality and function of the Jetty Creek Watershed as a safe and sustainable drinking water source for the community of Rockaway Beach.
2. Communicate respectfully, without denigration, both internally and externally.
3. Share information, data and ideas to facilitate cooperative work towards the objectives detailed in section III of this MOU.
4. Strive to be as efficient as possible and respectful of the time the Parties invest individually and together in working towards the objectives described in section III of this MOU.
5. Build trust among the Parties, community members, local government, land managers and other stakeholders.

## V. ROLES AND RESPONSIBILITIES

The Parties collectively will:

1. Work cooperatively and collaboratively to fulfill the individual roles and responsibilities outlined below by the estimated time frames provided in parentheses. Communicate as early and clearly as possible when timeframes require adjustment.
2. Discuss planning a photo tour that will memorialize a visual baseline of the lower watershed (especially key locations of primary interest for future conservation/restoration) and allow additional representatives of the Parties and the community to digitally share in the project and vision for the future management of the watershed. The photo tour planning discussion(s) will include, but may not be limited to, the tour route, any necessary permissions, talking points, and digital distribution. (Discussion followed by tour: Summer 2023)
3. Assess the feasibility of various management options, which may include, but may not be limited to, modified management, conservation easement strategies, erosion management, timber management, and community/stakeholder acquisition of all or portions of the watershed.
4. Explore fee-title acquisition by the City of Rockaway Beach or conservation easement configurations that are financially feasible, practical, and manageable (from a monitoring and compliance perspective) and that are most likely to effectively balance resource management and protection objectives.
5. Identify potential sources of funding to support creative, aspirational and pragmatic solutions that meet the needs of the Parties.
6. Focus potential proposals and strategies on the lower watershed that is owned and managed by Nuveen Natural Capital.
7. Continue to work with the City of Rockaway Beach to understand their interests and needs related to drinking watershed management and challenges.

Nuveen Natural Capital will:

1. Work with Sustainable Northwest and the North Coast Land Conservancy to compile available mapping and data into a central location/database/folder in support of ongoing assessment of current conditions, potential easements, and funding applications. If Parties identify additional data needs useful to compiling/supporting watershed analysis, those needs and scope will be discussed with the Working Group to determine necessity, timing, costs, etc. (ongoing)
2. Work with North Coast Land Conservancy and Sustainable Northwest to outline the desired framework for a draft working forest conservation easement and/or other easement(s) which

- will include, but may not be limited to, forest stand delineation and identification; buffer types, widths and configurations; and “optimal” age class distribution. (Fall 2023)
3. Implement an innovative pilot field-scale harvest plan in the lower reaches of the watershed, as described in the LOI, and that will be directly tied to the parameters outlined in the draft working forest conservation easement and/or other easement(s).
  4. Provide easement constraint value calculation (easement cost) and all data needed for third-party verification.
  5. Retain the authority to pursue habitat enhancement and restoration efforts such as culvert replacement, Large woody debris (LWD) placement, snag creation and young stand density management, prior to the granting of the working conservation easement holder and subsequently subject to consultation with the easement holder.
  6. Retain the right to perform routine road maintenance, excluding the application of herbicides.
  7. Work with the easement holder to confirm communication procedures and an approval-to-proceed mechanism for management activities within the easement.
  8. Assume responsibility for controlling other user and recreational access via additional signs, gates, etc. as necessary and appropriate.
  9. Retain the authority to perform basic timberland management activities that are not expressly constrained by the easement, including wildland fire response.
  10. Assume the lead role in communicating with the City of Rockaway and property owners adjacent to the lower watershed about the Working Group activities.

Sustainable Northwest will:

1. Work with Nuveen Natural Capital and North Coast Land Conservancy to compile available mapping and data into a central location/database/folder in support of ongoing assessment of current conditions, potential easements, and funding applications. (Spring 2023)
2. Work with Nuveen Natural Capital and North Coast Land Conservancy to outline the desired framework for a draft working forest conservation easement and/or other easement(s) as described under GreenWood Resources. Inc. above. (Fall 2023)
3. Seek letters of support for further OWEB grant funding. (Prior to funding submission)).
4. Identify potential funding opportunities which align with the solutions proposed within the working group.
5. Coordinate collaborative education and outreach efforts.

North Coast Land Conservancy will:

1. Work with Nuveen Natural Capital and Sustainable Northwest to compile available mapping and data into a central location/database/folder in support of ongoing assessment of current conditions, potential easements, and funding applications. (Fall 2023)
2. Work with Nuveen Natural Capital and Sustainable Northwest to outline the desired framework for a draft working forest conservation easement and/or other easement(s) as described under Nuveen Natural Capital above. (Fall 2023)
3. Consider holding fee-title ownership to the property or a working forest conservation easement and/or other easement(s).
4. Assume the lead role in establishing a stable fund to cover monitoring costs.

The City of Rockaway Beach will:

1. Review and provide input into the mapping and data compiled as part of the watershed analysis described in this MOU.

2. Work with Nuveen Natural Capital, Sustainable Northwest, and North Coast Land Conservancy to outline, review, and finalize the desired framework for a draft working forest conservation easement and/or other easement(s) as described under Nuveen Natural Capital above. (1st Quarter 2024)
3. Support the research, writing, review, and submission of funding applications (and other various written documentation) associated with efforts of the Working Group and under this MOU.
4. Consider holding fee-title ownership to the property or a working forest conservation easement and/or other easement(s).
5. Assume the lead role in community and stakeholder engagement.

Items completed to date by the working group:

1. For the purposes of prioritizing restoration and conservation actions, the group completed a watershed analysis in partnership with current landowners. Among the attributes mapped were, for example, land cover, stream classification, soil classification, slope and soil erodibility, wetlands, fisheries, roads and infrastructure. Emphasis was mapping and data compilation sufficient for discussion and planning purposes, not necessarily a detailed narrative report required for purposes of funding applications, easement agreements/instruments, and other needs.
2. The group has completed a draft outlining potential conservation options for the property and mapping detailing potential conservation easement harvest, stream setbacks and conservation zones.
3. Nuveen Natural Capital has completed several restoration projects in the lower reaches of Jetty Creek.

VI. MODIFICATION

This MOU may be modified or amended only by written agreement signed by each of the Parties to this MOU. New parties may be added to the MOU by modifying this MOU as described.

VII. TERMINATION

Any of the Parties may terminate their participation in this MOU following a 30-day advance written notice to the other Parties.

IN WITNESS WHEREOF, the undersigned have fully executed this Memorandum as of the \_\_\_\_\_ day of September 2023.

Nuveen Natural Capital  
a \_\_\_\_\_

\_\_\_\_\_  
Kevin Brown  
Pacific Northwest Area Manager

Sustainable Northwest

\_\_\_\_\_  
Daniel Wear

a \_\_\_\_\_

Forest Program Manager

\_\_\_\_\_  
Greg Block  
President

North Coast Land Conservancy

a \_\_\_\_\_

\_\_\_\_\_  
Jon Wickersham  
Associate Director

City of Rockaway Beach

a \_\_\_\_\_

\_\_\_\_\_  
Luke Shepard  
City Manager

**RESOLUTION NO 23-1006**

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH TILLAMOOK COUNTY  
FOR LAKE LYTLE BOAT LAUNCH**

**WHEREAS**, the Tillamook County is the owner of a 0.86 acre parcel of land within the City known as the Lake Lytle Boat Launch; and

**WHEREAS**, units of local government may enter into agreements concerning managing park and recreation lands for recreational purposes; and

**WHEREAS**, the City is interested in making substantial improvements to the Lake Lytle property to increase the recreational opportunities for the public; and

**WHEREAS**, City is in the process of adopting an improvement plan for the property; and

**WHEREAS**, the City desires to lease the Lake Lytle property from the County under the conditions set forth in the agreement attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rockaway Beach City Council hereby approves the lease agreement with Tillamook County for the Lake Lytle Boat Launch, attached as Exhibit A.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH DAY OF SEPTEMBER 2023.**

APPROVED

---

Charles McNeilly, Mayor

ATTEST

---

Melissa Thompson, City Recorder

**LEASE AGREEMENT  
TILLAMOOK COUNTY AND CITY OF ROCKAWAY BEACH  
LAKE LYTLE BOAT LAUNCH**

This Agreement is made and entered into between Tillamook County (County), a political subdivision of the State of Oregon and the City of Rockaway Beach (City), a political subdivision of the State of Oregon.

**RECITALS**

WHEREAS, County is the owner of a 0.86 acre parcel of land within the City known as the Lake Lytle Boat Launch ('Property'), being further described on Exhibit "A" attached hereto;

WHEREAS, units of local government may enter into agreements concerning managing park and recreation lands for recreational purposes;

WHEREAS, City is interested in making substantial improvements the Property to increase the recreational opportunities for the public;

WHEREAS, City is in the process of adopting an improvement plan for the Property.

**WITNESSETH**

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties that the mutual promises of each party are given in exchange and as consideration for the promises of the other party.

1. County leases to City the Property for a period of twenty-five (25) years from the beginning date of January 1, 2024. No lease payments shall be made by City to County, but management of the park and improvements to the park by the City shall be deemed sufficient consideration.
2. City agrees that the Property shall be used only for parking, public lake access, civic events, park, recreational and tourism purposes.
3. County agrees that it will remove all signing designating it as the authority in control of the Property. County reserves the right to place public signs on the property.
4. City agrees that it will not remove any healthy timber or brush without the written consent of County, but City may remove any dead or dying vegetation that impairs use of the Property or endangers any person or persons.
5. City agrees to control of noxious weeds on the upland portions of Property, but this provision shall not obligate City to treat the waters of Lake Lytle.

6. City is finalizing a site improvement plan which it will submit to County for review. The list of potential improvements being considered are on the attached Exhibit "B", and any or all proposed improvements on this list that are incorporated into the final site improvement plan shall be considered approved by the County as lessor. City shall comply with all land use and similar regulations, and approval by County as lessor does not waive generally applicable land regulations.
7. For improvements not contained in the finalized plan, City may not construct any new building on the Property without the written consent of County. If County consents to such building on the Property, said building and improvements shall become the property of County upon the termination of this Agreement.
8. City may make repairs, replacements, and minor improvements other than new building construction on the Property at any time without the consent of County. All improvements, if affixed to the land, shall become the property of County upon the termination of this Agreement.
9. City shall promptly pay all taxes and assessments levied or assessed against the Property covered by this Agreement or any improvement that may be placed thereon.
10. City shall manage Property to reasonable standards generally found in municipal park management, which shall be acceptable to County. County and City shall meet annually to discuss City's management of the Property and City agrees to consider and reasonably respond to concerns from County.
11. Any fees to be charged to the public for use of the Property shall require the written consent of County. County shall not impose use fees during the term of this Agreement.

#### INDEMNITY

12. Subject to the Oregon Tort Claims Act, County and City shall defend, save, and hold harmless the other agency, its officers, agents, employees, and members, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of their respective agencies or its subcontractors, agents, or employees allowed or required under this Agreement.
13. To the extent permitted by the Oregon Tort Claims Act, City shall indemnify County, within the limits of the Tort Claims Act, against liability for damage to life or property arising from City's activities under this Agreement, provided City shall not be required to indemnify County for any such liability arising out of the wrongful acts of employees or agents of County.
14. Fire and/or hazard insurance shall be carried by the City on buildings, facilities, and other insurable property in an amount adequate to replace such property.

## TERMINATION

15. This Agreement may be terminated:
  - a. By mutual consent of both parties; or
  - b. If federal or state laws or administrative rules governing County are amended or modified in such a way that County determines, that the continuation of this Agreement is either unauthorized by law or rule; or
  - c. If either party violates any term or condition of this Agreement and such violation remains uncured sixty (60) days following delivery of notice of such violation. Provided, however, if the violation is of such a nature that it cannot reasonably be cured within such sixty (60) day period, the cure period shall be reasonably extended to allow adequate time for the party to completely cure and avoid the termination.

## MODIFICATION

16. This Agreement may be extended or modified by mutual consent of both parties, with such consent being a written amendment to this lease.

## GENERAL

17. Entire Agreement: This Agreement expresses the entire agreement of the parties as of the first date of signing by any party below and supersedes all other existing and prior agreements, written or oral, on the subject matter of this Agreement.
18. Assignment: This Agreement shall not be transferred or assigned by either party hereto, and shall remain in effect for the term of this Agreement unless terminated as herein provided.
19. Severability; Intent: In case any one or more of the provisions contained in this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
20. Dispute Resolution: The parties hereto agree to use their best efforts to resolve any dispute arising out of this Agreement first by conferral of the parties, followed by third party mediation. Mediation should be scheduled to the extent possible within sixty (60) days. Should the dispute not be resolved through mediation, the parties are free to utilize any legal remedy they may have.
21. Notice: Any notice herein required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by



certified mail, first class postage prepaid, addressed to the parties as follows:

COUNTY  
Parks Department  
PO Box 633  
Garibaldi, OR 97118

CITY  
Rockaway Beach  
PO Box 5  
Rockaway Beach, OR 97136

IN WITNESS WHEREOF, County and City have executed this Agreement on the dates written below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF ROCKAWAY BEACH

\_\_\_\_\_  
Charles, McNeilly, Mayor

Dated this 30th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

\_\_\_\_\_  
Erin D. Skaar, Chair

Aye    Nay    Abstain/Absent  
✓      —      — / —

\_\_\_\_\_  
Mary Faith Bell, Vice Chair

8      —      — / —

\_\_\_\_\_  
David Yamamoto, Commissioner

8      —      — / —

ATTEST: Tassi O'Neil, County Clerk

By \_\_\_\_\_  
Special Deputy

APPROVED AS TO FORM:

\_\_\_\_\_  
William K. Sargent, County Counsel

**Exhibit "A"**

Beginning at a point which is 1020.00 feet north and 399.17 feet west of the quarter corner between Sections 29 and 32, Township 2 North, Range 10 West, W.M., Tillamook County, Oregon; thence west 200.00 feet more or less to the high water line of Lake Lytle; thence along said highwater line north 18°26' east 316.22 feet; thence east along the subdivision line 100.00 feet; thence south 300.00 feet to the place of beginning, being situated in Government Lot 5, Section 29, Township 2 North, Range 10 West, W.M., and containing 1.03 acres more or less. (D.B. 167, pp. 140 42)

Also known as taxlot 2N10000005000

## **Exhibit "B"**

- ADA kayak launch
- ADA compliant restrooms
- Benches
- Boat launch improvements
- Up to 3 docks
- Swimming area
- Gazebo
- Picnic tables
- Lighting
- ADA parking
- Garbage bins
- Bike racks
- Signage
- Paving or pavers
- Drinking Water fountain
- Shower/rinsing station
- Parking lot improvements
- Security cameras
- Kayak lockers
- Donation box
- Fish cleaning station
- Paths or trails
- Life jacket hangers/storage

**RESOLUTION NO 23-1008**

**A RESOLUTION APPROVING A LEASE AGREEMENT WITH NEAH-KAH-NIE SCHOOL DISTRICT NO. 56 FOR TENNIS COURT PROPERTY**

**WHEREAS**, Neah-Kah-Nie School District No. 56, Tillamook County, Oregon, hereinafter referred to as District, is the owner of the real property described, below, hereinafter referred to as the Tennis Court Property; and

**WHEREAS**, the parties had previously entered a tennis court lease dated June 4, 1979 for twenty-five (25) years, but that lease has long since expired; and

**WHEREAS**, the City has constructed tennis courts on the Tennis Court Property, during that first Lease with the District, for the use of the public without charge and without discrimination; and

**WHEREAS**, the City desires to lease the Tennis Court Property from the District under the conditions set forth in the agreement attached as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rockaway Beach City Council hereby approves the lease agreement with Neah-Kah-Nie School District No. 56 for the Tennis Court Property, attached as Exhibit A.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH DAY OF SEPTEMBER 2023.**

APPROVED

\_\_\_\_\_  
Charles McNeilly, Mayor

ATTEST

\_\_\_\_\_  
Melissa Thompson, City Recorder

## Tennis Court Lease

**WHEREAS**, Neah-Kah-Nie School District No. 56, Tillamook County, Oregon, hereinafter referred to as District, is the owner of the real property described, below, hereinafter the Tennis Court Property;

**WHEREAS**, the Board of Directors of the District has determined that the District does not presently have a need for, or in the foreseeable future will not need, the Tennis Court Property;

**WHEREAS**, the parties had previously entered a tennis court lease dated June 4, 1979 for twenty-five (25) years, but that lease has long since expired and both parties agree that the unencumbered entire ownership of the Tennis Court Property has reverted entirely back to the District.

**WHEREAS**, the City of Rockaway Beach, a municipal corporation, hereinafter referred to as the City, has constructed tennis courts on the Tennis Court Property, during that first Lease with the District, for the use of the public without charge and without discrimination; and

**WHEREAS**, the District has determined that it would be in the best public interest to re-enter into a lease of the Tennis Court Property with the City for the purposes described herein, on the following terms and conditions:

**NOW THEREFORE**, in consideration of the covenants, agreements and stipulations herein contained (hereinafter Lease), the District hereby leases to the City the Tennis Court Property of approximately \_\_\_\_\_ square feet, described in the Exhibit A map attached hereto and by this reference incorporated herein (hereinafter the Tennis Court Property).

**TO HAVE AND TO HOLD** the Tennis Court Property for one (1) year, commencing on \_\_\_\_\_, and terminating at 9:00 p.m. on the day immediately preceding the one-year anniversary of the commencement date of this Lease, unless sooner terminated as hereinafter provided.

In consideration of this Lease, and of the covenants and agreements herein contained, each party hereby agrees as follows:

1.0 **Rent.** The rental for the term of this Lease shall be for \$10.00 for the entire term, payable upon the signing of this agreement.

2.0 **Use.** This Lease is entered into on the condition that the Tennis Court Property shall be solely used as tennis courts or pickleball courts and in the event that the Tennis Court Property is not available for use for a consecutive period of six (6) months at any time during the term of this Lease, the agreement shall terminate and the Tennis Court Property shall be returned to the District, together with any and all improvements located thereon, substantially the same condition that it was in when this Lease began, without any abatement of the rent.

3.0 **No Charge to the Public; No Discrimination.** The City further agrees that the Tennis Court Property shall be used for tennis or pickleball courts by the public without charge and without discrimination on the basis of race, creed, gender, national origin, or age.

4.0 **Maintenance.** The City further agrees to keep and maintain the Tennis Court Property in good condition and repair, free from debris on the Tennis Court Property.

5.0 **Improvements.** The parties acknowledge that, through the years, the Tennis Court Property has suffered from neglect and disrepair. Consequently, the City agrees to keep and maintain the Tennis Court Property in at least the same condition that it is currently in, but with an eye towards developing a longer-term relationship between the parties regarding the Tennis Court Property.

6.0 **Hold Harmless.** In accordance with the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, defend and hold harmless the District and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the City and the City's officers, agents and employees, in performance of this Lease, as well as any of the public's damage to the Exhibit A property.

7.0 **Default.** Failure for the City to comply with any of the terms of this Lease shall be cause for termination and forfeiture of this Lease; however, District must give notice in writing to the City by sending to the City Recorder, City Hall, Rockaway Beach, Oregon, 97136 a Notice of Default specifying the failure of the City to comply with one or more terms of the terms of this Lease. If, thirty (30) days or more from the date that the Notice of Default is mailed to the City, the default has not been cured to the reasonable satisfaction of the City, the Lease shall terminate without any abatement of rent.

8.0 **Attorney's Fees.** In the event of any litigation or arbitration enforcing or interpreting this Lease, the prevailing party shall be entitled to such attorney's fees and costs as the trial court or the appellate court shall determine to be reasonable.

9.0 **Oregon Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have caused their respective officers, duly authorized to do so by their respective Board or Council, effective the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Neah-Kah-Nie  
School District No. 56  
Tillamook County, Oregon**

**City of Rockaway Beach**

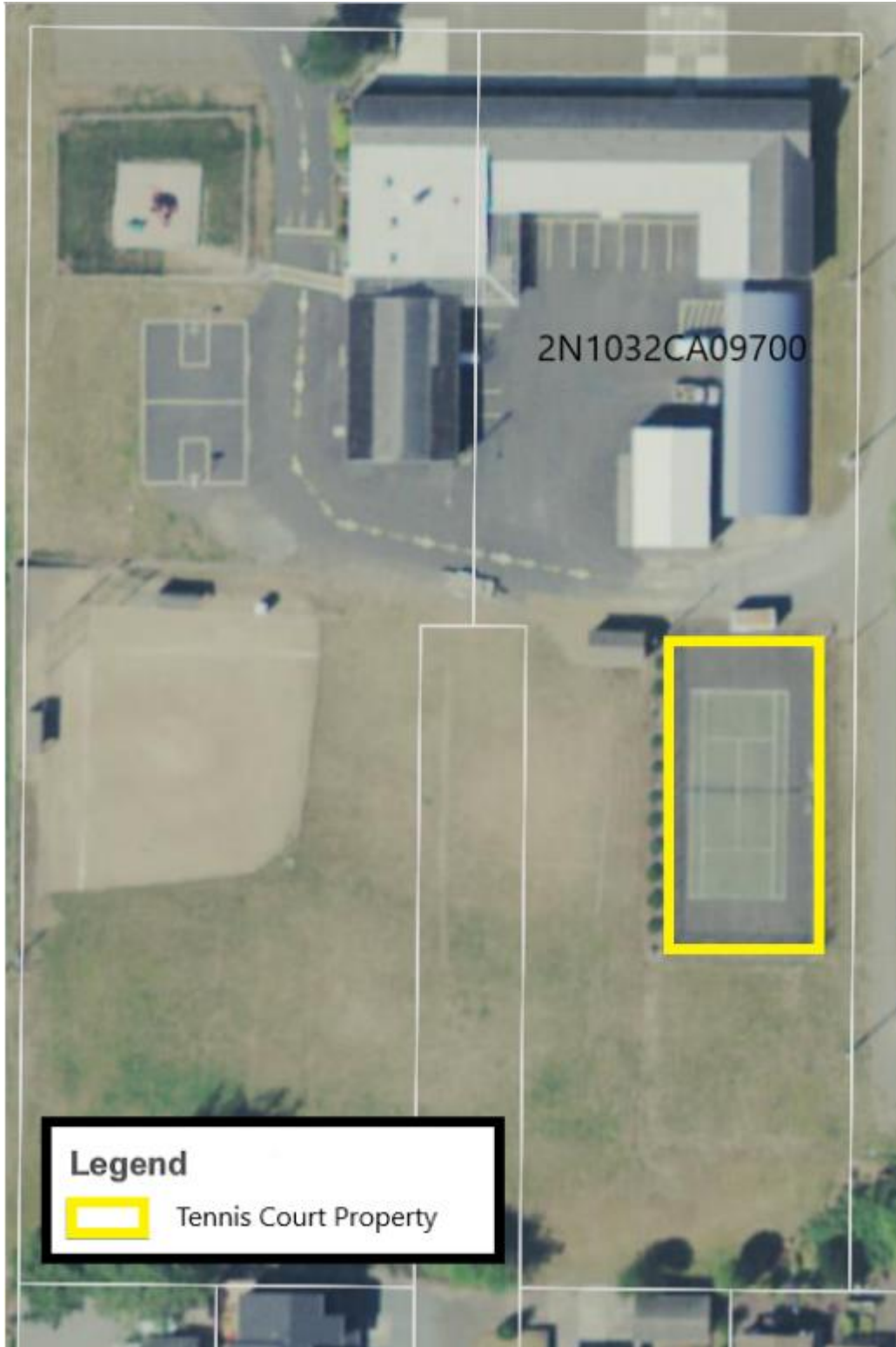
By: \_\_\_\_\_  
**Chair**

By: \_\_\_\_\_  
**Mayor**

Attest: \_\_\_\_\_  
**Clerk**

Attest: \_\_\_\_\_  
**City Recorder**

# Exhibit A



Tennis Court Property Size: Approximately 6960 sq. Ft.



## Coffee with Manager and Mayor August 24, 2023

- As a new resident, how do I get engaged with the City?
  - Attend or watch the City Council Workshop on the second Wednesday at 4:30 pm at City Hall
    - Discussions that set the stage for future decisions
  - Attend or watch the City Council Meeting on the second Wednesday at 6:00 pm at City Hall
    - Decision making meeting
  - Attend or watch the Planning Commission Meeting on the third Thursday at 4:30 pm at City Hall
    - Land use decisions
- Water Availability
  - Other coastal communities are having issues with water availability (Wheeler and Nehalem)
  - Suggested City investigate the viability of building a desalination plant as a solution to our long-term need for drinking water
- Recent announcement of Water Conservation Effort
  - Suggested that City should do more than online (Facebook and Web Site) notifications to maximize the number of residents who learn about the need
  - Make sure Water Conservations Effort notifications are in STRs
  - Suggested that City develop a program to offset the cost of replacing showerheads and toilets that reduce water usage
  - City Manager Shepard shared that are greatest water usage issue is leaks in the system.
    - The Nedonna Water Main Project will replace the leakiest section of water lines.
    - Additionally, Public Works will be mapping the remainder of the water system to identify leaks (Leak Detection Crews) for repair
- Developers who balk at requirements for upgrading infrastructure avoid those costs by reducing the number of lots below the minimum of 4 to be considered a subdivision. The Developer then waits the 12 months then further divide one of the lots.
  - Suggested City Council close this loophole to stop pushing infrastructure costs to the residents
- Community Center – Asked that City write a policy that makes it easier for residents to reserve and use the facility.
  - Liability Insurance requirement is an impediment for many small groups – City Manager Shepard reported that the City’s insurance company has informed him that the City is on the hook for any liability if this requirement is not followed.
- Add a Community Calendar to the City website.

## Coffee with Manager and Mayor August 24, 2023

- Wayfinding Project
  - Were all of the Dog Poop stations installed as promised?
  - New Wayfinding Garbage Cans
    - The new garbage cans are not user friendly; takes two hands to throw away garbage and may have ADA issues due to height off the ground
    - The new garbage cans get dirty and the ones next to Sea Breeze get gooped up with disposed ice cream
    - Takes more effort on the part of Public Works to service
- Who is responsible for keeping the sidewalks on 101 swept and clean?
  - City Manager Shepard said it was the merchants responsibility ; they own the sidewalks.
    - It was suggested that the merchants be reminded that maintenance is their responsibility.
- Who is responsible for cleaning the ditch parallel to 101 between railroad tracks and 101?
  - City Manager Shepard suggested it was the Oregon Coast Scenic Railroad.
  - If the City engaged in a voluntarily clean up, it would need to be done in a safe manner given the proximity to 101.