



City of Rockaway Beach

Regular City Council Meeting Agenda

Date: Wednesday, November 8, 2023
Time: 6:00 P.M.
Location: Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

Watch live stream here: corb.us/live-stream
View meeting later here: <https://janescottvideoproductions.com>

Join here to attend remotely:

[Regular City Council Meeting](#)

Meeting ID: 854 9414 3047

Passcode: 345538

Dial by your location

253 215 8782 US (Tacoma)

Comments may be submitted electronically by sending an email no later than 48 hours prior to the meeting to 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 October 11, 2023 Regular Meeting Minutes
- b. Approval of September 11, 2023 Workshop Minutes
- c. Review of October 2023 Check Register

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

- a. Presentation – Streets Capital Improvements Plan Projects - Matt Del Moro, HBH Engineering
- b. Presentation – High-Ground Disaster Resiliency and Response Project – Thomas (TJ) Fiorelli, Fiorelli Consulting

6. STAFF REPORTS

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

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.

7. PUBLIC HEARING

- a. Streets Preliminary Capital Improvement Plan Projects

8. CITIZEN INPUT ON NON-AGENDA ITEMS

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS

- a. Consideration of Resolution 23-1009 Approving Anchor Street Playground & Amenities
- b. Consideration of Resolution 23-1011 Approving an Additional Award for the 2023 Community Grant Program
- c. Consideration of Resolution 23-1012 Approving a Professional Services Agreement with Fiorelli Consulting for the High-Ground Project

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, October 11, 2023
Location: Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

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: [06:01:23 PM \(00:01:01\)](#)

[Mayor - Charles McNeilly: Present](#)

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

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

[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; Dan Emerson, Public Works Superintendent; Todd Hesse, Fire Chief; and Kevin Grogan, Sheriff's Deputy.

4. CONSENT AGENDA

Start time: [06:01:50 PM \(00:01:27\)](#)

- a. Approval of September 13, 2023 Regular Meeting Minutes
- b. Approval of September 13, 2023 Workshop Minutes
- c. Review of September 2023 Check Register

McGinnis made a **motion**, seconded by Cheek, to adopt the Consent Agenda.

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

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

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS – None scheduled

6. STAFF REPORTS

a. Fire Department

Start time: [06:03:24 PM \(00:03:02\)](#)

Hesse presented his staff report on the activities and operations of the Rockaway Beach Fire Rescue department for the month of September 2023. Hesse added that there would be an expert in water purification speaking at the Emergency Preparedness meeting on November 1, 2023. He noted that the new ladder truck approved by the Council had been ordered. Hesse shared that “Trunk or Treat” would be held on Saturday, October 28th at the Wayside. He reported that the Fire Department open house was successful. Hesse also reported on winter preparedness, and encouraged participation in the Great ShakeOut earthquake drill scheduled for October 19th. He shared that the pumper truck had an issue with the pressure governor that was repaired. Hesse answered clarifying questions for the Council. There was brief discussion regarding the tsunami siren, and it was noted that the siren was disconnected due to complaints that it went off every time there was any fire emergency.

b. Sheriff’s Office

Start time: [06:14:51 PM \(00:14:28\)](#)

Deputy Kevin Grogan summarized the Sheriff’s Office report for September 2023.

c. Public Works

Start time: [06:16:18 PM \(00:15:55\)](#)

Emerson presented his report on recent developments in the Public Works department. He answered clarifying questions for the Council.

Emerson added that the tennis court lines were repainted and pickleball court lines were added. McGinnis commented that the City updated the lease agreement with the school district for the tennis courts last month. McNeilly commented that he had already heard residents express their appreciation for the pickleball court lines.

d. City Manager

Start time: [06:21:14 PM \(00:20:52\)](#)

Shepard shared a presentation providing background information on the business items on the agenda. He shared updates on the Destination Management Plan, new utility billing features, and the façade improvement grant. Shepard shared photos of the pickleball and tennis court striping, as well as new benches.

7. PUBLIC HEARING

a. Resolution 23-1010 Approving Public Records Request Fees

Start time: [06:25:48 PM \(00:25:25\)](#)

McNeilly opened the public hearing at 6:25 p.m.

Daniel Howlett commented on records requests that he has placed. He explained that he had reviewed the log of requests made in 2023 and suggested that journalists and other locals make more requests. He commented that the City Recorder was a good hire and expressed appreciation for assistance with requests. Howlett recommended digitization of all files and minute notes.

There being no further comments, McNeilly closed the public hearing at 6:30 p.m.

8. CITIZEN INPUT ON NON-AGENDA ITEMS

Start time: [06:30:46 PM \(00:30:23\)](#)

Chris O'Brien spoke regarding her concerns about issues with the memorial bricks at the Wayside, commenting that she had been communicating with City Hall for the past three years, and that the installer did not do a very good job. She expressed that if the City can't get the issues resolved in a timely manner, the Council should consider refunding money. O'Brien shared images with the Council from a memorial wall in Depoe Bay.

Twyla Atkinson spoke regarding her concerns about the memorial brick she purchased for her husband. She shared that it was a special memory and memorial.

Michael Weissenfluh requested that the Council put a pause on short-term rentals (STRs) in order to consider imposing a cap, density limits, denying transferability of permits, and reviewing to ensure that current licenses are being used properly. He acknowledged the need for housing for tourists and the importance of tourism for merchants, but expressed concerns about STRs impact on livability. Weissenfluh emphasized the need for balance.

Daniel Howlett commented that he was advocating for voters, saying that four Council seats would be up at the next election cycle and the implications are huge. He commented on the process of casting ballots in past elections and said the process changed in 2014 when position numbers were assigned. He suggested a records request be filed regarding the change in 2014. Howlett commented that candidates should have to compete for their seat. Howlett requested that the Council fix the voting process by removing position assignments for seats so that the community gets the best leaders possible.

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS

a. Consideration of Resolution 23-996 Adopting a Public Records Request Policy

Start time: [06:41:37 PM \(00:41:14\)](#)

McNeilly explained that this resolution adopts an updated Public Records Request Policy in compliance with Oregon public records law, and repeals all previous policies.

No audience members wished to comment.

Franken made a **motion**, seconded by Martine, to approve Resolution 23-996 Adopting a Public Records Request Policy.

Franken commented that the Council had worked on the policy, and the document was in order. McGinnis commented that it was an especially appropriate time to adopt the policy, since there was now a City Recorder on staff and it made the process more efficient.

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

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

[Position #2 - Tom Martine: 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 23-1010 Approving Public Records Request Fees

Start time: [06:43:50 PM \(00:43:27\)](#)

McNeilly said that adjusts the fee for staff time to fulfill public records requests from \$40 per hour to the hourly rate equivalent to the salary plus benefits (computed at an hourly rate) of each employee involved in processing the request. Additional charges for photocopies or providing electronic copies shall still apply.

Martine made a **motion**, seconded by Cheek, to approve Resolution 23-1010 Approving Public Records Request Fees.

Hayes commented that it was a housekeeping issue. McGinnis commented that was a missing component being added to the City Recorder's job to make it more efficient.

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

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

11. ITEMS REMOVED FROM CONSENT AGENDA – None Removed

12. COUNCIL CONCERNS

Start time: [06:45:22 PM \(00:45:00\)](#)

Cheek commented that the City was progressing and getting things done. She said that the Council had a really good workshop and discussed putting things in process that the City has needed for a long time.

Franken thanked the City Manager and staff, noting that there was a lot going on and it was well organized and well presented. She thanked Hesse and Emerson and their teams for their work.

Hayes addressed the public comments regarding the memorial bricks. She said that she believed that there was a plan to address the bricks included in the Wayside improvements. Hayes shared that there were middle and high school students coming from Valley Catholic to do work on various projects in the community. She shared that the Chamber is planning Halloween Town events. Hayes requested that the Council revisit the policy of closing the Wayside on holidays.

Martine commented that last month's City Council meeting was the first that he had ever missed, noting how much transpired at the meeting, and expressing appreciation for how much the Council does.

McGinnis commented on the Fire Department open house. She acknowledged and thanked all of the volunteers throughout the city. McGinnis reported on presentations she made to social studies classes, noting that the students expressed interest in viewing Council meetings. She thanked community members and businesses that were participating in the watershed group, commenting that their engagement and the city's participation would make a difference. McGinnis shared that addressing STRs was next on her priority list, and that the city needed a healthy balance between STRs and full-time residences. She addressed the public comments regarding the election ballot process, noting that the purpose of the document she drafted regarding the history of elections that was shared by Howlett was to provide transparency. She commented that Council position numbers could be added or removed by Council action. She explained that the City's election history was normal and typical of cities on the coast. She indicated that she was being transparent, and there would be an honest conversation about it. McGinnis reported that she received a scholarship to attend the League of Oregon Cities in Eugene.

13. MAYOR'S REPORT

Start time: [06:57:36 PM \(00:57:14\)](#)

McNeilly reported that he scheduled a “What’s on Your Mind with the Mayor” meeting on Saturday, October 21, 2023, for those who can’t attend on a weekday. He noted that he planned to schedule Saturday sessions on a quarterly basis. McNeilly said that the next Coffee with Manager and Mayor meeting would be held on Thursday, October 26, 2023. He commented on issues that were shared by residents at the September “Coffee with Manager and Mayor” meeting, adding that a summary was included in the agenda packet.

McNeilly spoke about emergency preparedness, noting that he was thrilled that Geoff Grace was assigned to address emergency preparedness efforts. McNeilly acknowledged all of the volunteers working on emergency preparedness, and encouraged more community members to join.

McNeilly announced that the next Community and Destination Management Plan meeting would be held on October 23, 2023 at 6:00 p.m. at City Hall. He encouraged community members to attend.

14. ADJOURNMENT

Start time: [07:01:51 PM \(01:01:29\)](#)

Hayes **moved**, seconded by McGinnis, to adjourn the meeting at 7:02 p.m.

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

[Position #3 - Kristine Hayes: 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
8TH DAY OF NOVEMBER 2023

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder



City of Rockaway Beach

City Council Workshop Minutes

Date: Wednesday, October 11, 2023
Time: 4:30 P.M.
Location: Rockaway Beach City Hall, 276 HWY 101 - Civic Facility

1. CALL TO ORDER

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

2. ROLL CALL

Start time: 4:30 p.m.

Mayor - Charles McNeilly: Present
Council Position 1 - Mary McGinnis: Present
Council President - Penny Cheek: Present
Council Position 2 - Tom Martine: Present
Council Position 3 - Kristine Hayes: Present (arrived at 4:32 p.m.)
Council Position 4 - Alesia Franken: Present

Staff Present: Luke Shepard, City Manager; Melissa Thompson, City Recorder; and Dan Emerson, Public Works Superintendent

3. COUNCIL BRIEFING/DISCUSSION

a. Streets Capital Improvement Plan (CIP) Criteria & Preliminary List Review

Start time: 4:31 p.m.

Shepard introduced the Streets Capital Improvement Plan (CIP) Criteria and Preliminary List. He explained that this was the first of seven public meetings to discuss the plan, and that there would be five public hearings to receive public input. He noted that Council and staff would need to have future discussions regarding whether the projects on the list aligned with available funding.

Matt Del Moro, HBH Consulting Engineers, presented the Streets CIP Criteria and Preliminary List, which included an overview of street categories, proposed ranking criteria, and preliminary list of streets for consideration. The Council reviewed the list. Del Moro and Shepard answered clarifying questions. Emerson noted certain roads that would require utility improvements before street improvements. (Cheek excused herself from the meeting at 4:42 p.m. and returned at 4:44 p.m.)

Suggestions included spreading out projects in different areas of the city, including additional information in the Appendix as to why certain roads didn't make the list, conducting a public survey, and including a map identifying County-owned roads. Del Moro suggested adding scoring criteria for projects with potential for external funding, and including a mixture of large and small projects.

It was noted that the County owned certain roads within city limits, and there was brief discussion regarding the possibility of taking ownership of those roads.

b. Community Grant Update

Start time: 4:56 p.m.

Shepard provided a recap of 2023 Community Grants that the Council previously awarded. Shepard shared that the Writers Rendezvous applicant was scheduled to attend the November 8, 2023 workshop to provide additional information to the Council. The Council reviewed the response to a request for further information from Sea Turtles Forever. There was consensus that Sea Turtles Forever was not eligible for a grant. Shepard noted that \$35,000 in grant funds remained. After discussion, there was consensus to re-advertise the Community Grant Program and accept applications until December 1, 2023.

There was brief discussion regarding the Façade Improvement Grant, and desire expressed to have future discussion regarding extending eligibility to government and non-profit businesses.

c. Anchor Street Playground & Amenities Review

Start time: 5:07 p.m.

Shepard provided background information on the Planning Commission's review of the Anchor Street Playground and Amenities. He explained that the Planning Commission reviewed three proposals and provided feedback on the colors. Shepard presented designs for the final design selected by the Commission in a new color scheme, "Macaw," that addressed Planning Commission concerns about heat absorption.

McNeilly noted that children from the Maxfield family submitted comments regarding the playground proposals that were included in the agenda packet for the regular meeting.

The Council discussed the design and Shepard answered clarifying questions. Cheek expressed concern that one of the wheelchair-accessible playground pieces was separate from the rest of the playground area. Shepard confirmed that he would ask the playground dealer to relocate the equipment. In response to an inquiry regarding the timeline, Shepard explained that the playground should be installed before Spring break.

d. Prioritize Project/Task Pool

Start time: 5:19 p.m.

McNeilly explained that he considered the projects on the project/task pool list to be three categories: in-flight projects (in progress and labeled green); projects on deck (pending and labeled yellow); and in the hanger (waiting to be addressed and labeled in white). He noted that starting and stopping in-flight projects led to increased costs and longer timelines. McNeilly recommended that the Council endorse the City Manager taking in-flight projects to completion, and picking up on deck projects as pending issues allowed. After Council discussion, McNeilly recommended scheduling a special workshop to walk through the project list because there was not enough time to address it in a regular workshop.

Shepard explained that he would need to know in November if the Council wanted to have a fireworks show. There was consensus to move item 63 regarding fireworks show vs. drone vs. laser show to in-progress status.

After further discussion, there was consensus to have staff schedule a special workshop for the Council to do a line-item review of the project list pool.

There was brief discussion regarding feedback Councilors had received regarding City Hall business hours.

4. ADJOURNMENT

Start time: 5:40 p.m.

Hayes made a **motion**, seconded by Martine, to adjourn the meeting at 5:41 p.m.

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

Council Position 3 - Kristine Hayes: Motion
Council President - Tom Martine: 2nd
Council Position 1 - Mary McGinnis: Approve
Council President - Penny Cheek: Approve
Council Position 2 - Tom Martine: Approve
Council Position 3 - Kristine Hayes: Approve
Council Position 4 - Alesia Franken: Approve

MINUTES APPROVED THIS
8TH DAY OF NOVEMBER 2023

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES & RESOURCES</u>					
10-31-4010 CUR YR PROP TX - GEN FUND	316.84	4,161.92	435,000.00	430,838.08	1.0
10-31-4020 DELINQUENT PROP TAX REVENUE	251.68	2,631.23	8,500.00	5,868.77	31.0
10-31-4040 LIQUOR TAX - OLCC	1,394.18	9,358.27	26,000.00	16,641.73	36.0
10-31-4050 CIGARETTE TAX	110.16	395.39	1,200.00	804.61	33.0
10-31-4060 OTHER TAX REVENUE	13,597.77	23,663.29	30,000.00	6,336.71	78.9
TOTAL REVENUES & RESOURCES	15,670.63	40,210.10	500,700.00	460,489.90	8.0
<u>GRANTS, LOANS & BONDS</u>					
10-33-4180 DLCD GRANT	.00	2,000.00	.00	(2,000.00)	.0
10-33-4185 STATE REVENUE SHARING	.00	6,471.52	20,000.00	13,528.48	32.4
TOTAL GRANTS, LOANS & BONDS	.00	8,471.52	20,000.00	11,528.48	42.4
<u>FEES & SERVICES</u>					
10-34-4060 LICENSES & FRANCHISES	8,049.73	262,535.21	280,000.00	17,464.79	93.8
10-34-4080 PERMITS, BLDG TILL CO PORTION	.00	1,512.50	.00	(1,512.50)	.0
10-34-4085 LAND USE-ORDINANCE FEES-PERMIT	587.50	7,447.50	21,000.00	13,552.50	35.5
10-34-4141 CIVIC/COMM CENTER RENT	250.00	525.00	850.00	325.00	61.8
10-34-4142 FIRST FLOOR RENT-HLTH DEPT	946.00	3,784.00	11,500.00	7,716.00	32.9
10-34-4145 CC-REFUNDABLE DEPOSITS	.00	.00	500.00	500.00	.0
10-34-4146 HEALTH DEPT UTILITY REIMB	231.61	915.70	2,650.00	1,734.30	34.6
TOTAL FEES & SERVICES	10,064.84	276,719.91	316,500.00	39,780.09	87.4
<u>FIRE DEPARTMENT</u>					
10-35-4091 NEDONNA FIRE DIST	.00	.00	30,000.00	30,000.00	.0
10-35-4092 TWIN ROCKS WATER DISTRICT	.00	.00	10,000.00	10,000.00	.0
10-35-4093 OR STATE FORESTRY DEPT	.00	.00	500.00	500.00	.0
10-35-4185 FIRE PERMITS	.00	.00	50.00	50.00	.0
10-35-4186 EMERGENCY SERVICES FEE	.00	21,067.16	125,000.00	103,932.84	16.9
TOTAL FIRE DEPARTMENT	.00	21,067.16	165,550.00	144,482.84	12.7
<u>OTHER REVENUES</u>					
10-36-4120 INTEREST ON INVESTED FUNDS	18,339.07	71,270.31	12,500.00	(58,770.31)	570.2
10-36-4150 MISC RCPTS - GEN FUND	.00	1,581.45	12,000.00	10,418.55	13.2
10-36-4190 SURPLUS PROPERTY SALES	.00	.00	1,000.00	1,000.00	.0
TOTAL OTHER REVENUES	18,339.07	72,851.76	25,500.00	(47,351.76)	285.7

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>POLICE DEPARTMENT</u>					
10-37-4100 CITATIONS - FINES & FORFEITS	384.44	2,680.94	15,000.00	12,319.06	17.9
TOTAL POLICE DEPARTMENT	384.44	2,680.94	15,000.00	12,319.06	17.9
<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	44,458.98	422,001.39	2,029,401.00	1,607,399.61	20.8

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 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	17,976.01	81,784.38	564,712.00	482,927.62	14.5
TOTAL POLICE DEPARTMENT	17,976.01	81,784.38	629,712.00	547,927.62	13.0
<u>FIRE DEPARTMENT</u>					
10-46-5052 FIRE CHIEF WAGES	8,356.24	34,871.26	102,700.00	67,828.74	34.0
10-46-5053 FIREFIGHTERS	18,078.53	70,421.78	138,136.00	67,714.22	51.0
10-46-5054 OVERTIME-FIRE DEPARTMENT	.00	.00	5,000.00	5,000.00	.0
10-46-5061 VOLUNTEER FIRE FIGHTER BONUS	5,152.88	10,463.78	41,250.00	30,786.22	25.4
10-46-5062 RECORD KEEPING & TRAINING	125.00	875.00	3,500.00	2,625.00	25.0
10-46-5152 PAYROLL EXPENSES - FIRE	14,142.87	57,666.46	223,697.00	166,030.54	25.8
10-46-6110 ELECTRICITY	185.71	575.04	3,500.00	2,924.96	16.4
10-46-6530 TELEPHONE	1,933.41	6,267.24	8,500.00	2,232.76	73.7
10-46-6535 MEDICAL	1,610.82	3,244.98	10,000.00	6,755.02	32.5
10-46-6555 SUPPLIES, GEAR & SERVICES	1,362.74	7,037.08	40,000.00	32,962.92	17.6
10-46-6570 INS- VEHICLE, LIAB, EQUIP, BLD	.00	15,854.40	20,000.00	4,145.60	79.3
10-46-6580 FUEL & OIL	497.34	2,531.34	10,000.00	7,468.66	25.3
10-46-6582 ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630 FIRE BLDG MAINT	10.73	629.64	15,000.00	14,370.36	4.2
10-46-6660 SAFETY TRAINING & FIRST AID	.00	1,284.72	14,000.00	12,715.28	9.2
10-46-6670 REQUIRED EQUIP TESTING	.00	2,677.50	10,000.00	7,322.50	26.8
10-46-6690 VEHICLE MAINT, SUP & REP	225.88	394.80	20,000.00	19,605.20	2.0
TOTAL FIRE DEPARTMENT	51,682.15	214,795.02	666,783.00	451,987.98	32.2

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-48-5057 OFFICE ASSISTANT	10,234.51	41,056.99	119,390.00	78,333.01	34.4
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	6,649.87	26,599.46	83,790.00	57,190.54	31.8
10-48-5085 MAYOR & COUNCIL STIPEND	125.00	500.00	1,100.00	600.00	45.5
10-48-5152 PAYROLL EXP - ADMIN	8,884.86	36,103.52	172,690.00	136,586.48	20.9
10-48-6410 PLANNING & ZONING	2,667.50	9,410.54	155,000.00	145,589.46	6.1
10-48-6440 REFUNDABLE DEPOSITS	50.00	50.00	500.00	450.00	10.0
10-48-6530 TELEPHONE	74.67	170.24	6,000.00	5,829.76	2.8
10-48-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	.00	12,177.53	8,000.00	(4,177.53)	152.2
10-48-6571 TECHNOLOGY & DATA PROCESSING	5,213.24	13,010.78	45,000.00	31,989.22	28.9
10-48-6577 ORDINANCE UPDATE	495.00	495.00	2,500.00	2,005.00	19.8
10-48-6596 EMERGENCY SERVICES EXPENSE	.00	.00	2,000.00	2,000.00	.0
10-48-6666 CITY BEAUTIFICATION	143.25	143.25	3,000.00	2,856.75	4.8
10-48-6667 STORM DAMAGE REPAIR	.00	.00	100.00	100.00	.0
10-48-6830 CITY HALL OPERATIONS	1,934.06	12,338.74	83,000.00	70,661.26	14.9
10-48-6831 DUES-CITY, OFFICIALS & STAFF	.00	1,889.05	2,500.00	610.95	75.6
10-48-6835 BANK FEES	.00	144.16	2,000.00	1,855.84	7.2
10-48-6840 COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850 ATTORNEY	752.00	3,948.00	29,000.00	25,052.00	13.6
10-48-6870 AUDIT & BOND	2,748.40	3,467.29	8,000.00	4,532.71	43.3
10-48-6880 ADVERTISING	.00	207.70	2,000.00	1,792.30	10.4
10-48-6890 STATIONERY & SUPPLIES	290.63	1,331.67	12,000.00	10,668.33	11.1
10-48-6915 TRAVEL & TRAIN-STAFF	752.94	2,024.94	5,000.00	2,975.06	40.5
10-48-6920 BLDG MAINT-CTY HALL	1,942.00	5,840.19	35,000.00	29,159.81	16.7
10-48-6931 COUNCIL EXPENSE	560.00	1,543.41	1,000.00	(543.41)	154.3
10-48-6932 CITY MANAGER FUND	.00	.00	500.00	500.00	.0
10-48-6954 REVENUE SHARING PMTS	2,000.00	20,200.36	60,000.00	39,799.64	33.7
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	324.82	65,178.06	140,000.00	74,821.94	46.6
TOTAL ADMINISTRATION	45,842.75	257,830.88	1,342,945.00	1,085,114.12	19.2
TOTAL FUND EXPENDITURES	115,500.91	554,410.28	2,639,440.00	2,085,029.72	21.0
NET REVENUE OVER EXPENDITURES	(71,041.93)	(132,408.89)	(610,039.00)	(477,630.11)	(21.7)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
14-36-4120 INTEREST INCOME	195.91	761.30	1,200.00	438.70	63.4
TOTAL OTHER INCOME	195.91	761.30	1,200.00	438.70	63.4
<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	195.91	761.30	417,807.00	417,045.70	.2

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	195.91	761.30	42,807.00	42,045.70	1.8

DRAFT

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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

DRAFT

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

PROJECT & EQUIP RESERVE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>OTHER INCOME</u>					
21-36-4120 INTEREST INCOME	232.54	903.65	3,000.00	2,096.35	30.1
TOTAL OTHER INCOME	232.54	903.65	3,000.00	2,096.35	30.1
<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	232.54	903.65	1,193,481.00	1,192,577.35	.1

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	8,134.52	192,118.35	2,425,000.00	2,232,881.65	7.9
TOTAL CAPITAL OUTLAY	8,134.52	192,118.35	2,425,000.00	2,232,881.65	7.9
TOTAL FUND EXPENDITURES	8,134.52	192,118.35	2,425,000.00	2,232,881.65	7.9
NET REVENUE OVER EXPENDITURES	(7,901.98)	(191,214.70)	(1,231,519.00)	(1,040,304.30)	(15.5)

DRAFT

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	11,510.96	39,417.41	114,000.00	74,582.59	34.6
TOTAL STATE REVENUE	11,510.96	39,417.41	115,000.00	75,582.59	34.3
<u>OTHER REVENUE</u>					
30-36-4120 INTEREST INCOME	2,891.15	11,234.98	16,500.00	5,265.02	68.1
TOTAL OTHER REVENUE	2,891.15	11,234.98	16,500.00	5,265.02	68.1
<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
TOTAL TRANSFERS	.00	.00	420,296.00	420,296.00	.0
TOTAL FUND REVENUE	14,402.11	50,652.39	551,796.00	501,143.61	9.2

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
30-41-5055 MAINT WKR WAGES	4,567.75	19,123.83	75,658.00	56,534.17	25.3
30-41-5056 EXTRA LABOR	.00	.00	2,000.00	2,000.00	.0
30-41-5058 SUPER OF PUBLIC WORKS	774.09	1,548.18	11,090.00	9,541.82	14.0
30-41-5059 PLANT OPERATOR - WATER OP	(3,096.38)	.00	.00	.00	.0
30-41-5065 OVERTIME	.00	.00	2,000.00	2,000.00	.0
30-41-5075 ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
30-41-5082 CTY MANAGER - RDS & STS	949.98	3,799.95	11,970.00	8,170.05	31.8
30-41-5085 MAYOR & COUNCIL STIPEND	25.00	100.00	500.00	400.00	20.0
30-41-5152 PAYROLL EXP - RDS & STS	3,521.19	17,856.24	82,858.00	65,001.76	21.6
TOTAL PERSONNEL SERVICES	6,741.63	42,428.20	188,076.00	145,647.80	22.6
<u>MATERIALS & SERVICES</u>					
30-45-6125 ELECTRIC-STLITES-WYSD-CTYPRKS	146.75	515.04	2,100.00	1,584.96	24.5
30-45-6130 WAYSIDE & PARKS	3,382.88	18,980.16	35,000.00	16,019.84	54.2
30-45-6131 NATURE CONSERVANCY	350.00	726.99	5,000.00	4,273.01	14.5
30-45-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	.00	6,110.01	5,000.00	(1,110.01)	122.2
30-45-6572 STREET LIGHTS	36.07	4,296.14	23,000.00	18,703.86	18.7
30-45-6580 FUEL & OIL	.00	1,452.87	7,000.00	5,547.13	20.8
30-45-6592 PARKING LEASE	.00	1,570.68	1,500.00	(70.68)	104.7
30-45-6600 DRAINAGE & FLOOD CONTROL	.00	.00	10,000.00	10,000.00	.0
30-45-6610 SIDEWALKS, CURBS & FOOTPATHS	.00	63.31	4,000.00	3,936.69	1.6
30-45-6620 STREET SIGNS	.00	193.44	6,000.00	5,806.56	3.2
30-45-6667 STORM DAMAGE REPAIR	44.96	1,647.59	1,000.00	(647.59)	164.8
30-45-6690 VEHICLE MAINT, SUPP & REP	.00	14.99	15,000.00	14,985.01	.1
30-45-6800 ROADS, MATERIALS & SUPPLIES	436.65	4,563.79	32,000.00	27,436.21	14.3
TOTAL MATERIALS & SERVICES	4,397.31	40,135.01	146,600.00	106,464.99	27.4
<u>CAPITAL OUTLAY</u>					
30-47-7502 RDS-STIS IMPROVEMENT PROJECTS	17,394.00	20,405.97	67,000.00	46,594.03	30.5
30-47-7503 WAYSIDE PROJECT -GRANT MATCHNG	3,630.00	3,630.00	.00	(3,630.00)	.0
30-47-7506 RDS-STIS: CAPITAL IMPROV PLAN	.00	.00	150,000.00	150,000.00	.0
30-47-7507 RDS-STIS PW MOBILE EQUIP PLAN	.00	.00	30,000.00	30,000.00	.0
TOTAL CAPITAL OUTLAY	21,024.00	24,035.97	247,000.00	222,964.03	9.7
<u>CONTINGENCY</u>					
30-48-7999 CONTINGENCY - ROADS	.00	.00	50,000.00	50,000.00	.0
TOTAL CONTINGENCY	.00	.00	50,000.00	50,000.00	.0

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	32,162.94	106,599.18	631,676.00	525,076.82	16.9
NET REVENUE OVER EXPENDITURES	(17,760.83)	(55,946.79)	(79,880.00)	(23,933.21)	(70.0)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
39-36-4120 INTEREST INCOME	165.54	643.29	1,000.00	356.71	64.3
TOTAL OTHER INCOME	165.54	643.29	1,000.00	356.71	64.3
<u>FEEES</u>					
39-38-4940 IMP FEES - TRANSPORT SDC	.00	5,400.00	18,000.00	12,600.00	30.0
TOTAL FEES	.00	5,400.00	18,000.00	12,600.00	30.0
TOTAL FUND REVENUE	165.54	6,043.29	19,000.00	12,956.71	31.8

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	165.54	6,043.29	(166,000.00)	(172,043.29)	3.6

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
40-34-4540 WATER SERVICE BASE	.00	228,025.90	1,215,040.00	987,014.10	18.8
40-34-4550 NEW WATER CONNECTIONS	.00	1,200.00	28,250.00	27,050.00	4.3
40-34-4560 WATER MASTER PLAN	.00	12,921.73	74,375.00	61,453.27	17.4
TOTAL REVENUE	.00	242,147.63	1,317,665.00	1,075,517.37	18.4
<u>INTEREST & MISC</u>					
40-36-4120 INT - WATER OP	1,469.22	5,709.38	5,500.00	(209.38)	103.8
40-36-4150 MISC RCPTS - WTR OP FUND	.00	2,646.59	2,825,800.00	2,823,153.41	.1
TOTAL INTEREST & MISC	1,469.22	8,355.97	2,831,300.00	2,822,944.03	.3
TOTAL FUND REVENUE	1,469.22	250,503.60	4,148,965.00	3,898,461.40	6.0

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 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	7,717.53	31,829.49	112,500.00	80,670.51	28.3
40-41-5056	.00	.00	2,000.00	2,000.00	.0
40-41-5057	10,367.73	41,586.31	121,443.00	79,856.69	34.2
40-41-5058	3,870.46	7,740.92	49,031.00	41,290.08	15.8
40-41-5059	7,879.80	28,510.77	96,078.00	67,567.23	29.7
40-41-5064	.00	.00	2,000.00	2,000.00	.0
40-41-5065	451.88	1,926.82	14,000.00	12,073.18	13.8
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	949.98	3,799.95	11,970.00	8,170.05	31.8
40-41-5085	75.00	300.00	1,400.00	1,100.00	21.4
40-41-5152	14,784.79	62,179.70	289,633.00	227,453.30	21.5
TOTAL PERSONNEL SERVICES	46,097.17	177,873.96	708,393.00	530,519.04	25.1
<u>MATERIALS & SERVICES</u>					
40-45-6110	2,807.08	8,563.35	36,500.00	27,936.65	23.5
40-45-6455	.00	.00	1,000.00	1,000.00	.0
40-45-6520	.00	526.06	2,000.00	1,473.94	26.3
40-45-6530	9.57	3,205.81	12,000.00	8,794.19	26.7
40-45-6534	4,758.27	8,521.45	35,000.00	26,478.55	24.4
40-45-6551	2,454.37	13,578.65	19,000.00	5,421.35	71.5
40-45-6570	.00	24,237.07	29,000.00	4,762.93	83.6
40-45-6574	2,475.00	7,859.12	11,000.00	3,140.88	71.5
40-45-6580	.00	2,796.75	10,000.00	7,203.25	28.0
40-45-6667	.00	.00	500.00	500.00	.0
40-45-6690	296.90	1,229.51	13,500.00	12,270.49	9.1
40-45-6745	1,085.00	2,747.00	9,000.00	6,253.00	30.5
40-45-6750	4,300.25	28,609.71	63,000.00	34,390.29	45.4
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	1,364.00	3,344.00	2,000.00	(1,344.00)	167.2
40-45-6915	109.39	271.89	4,500.00	4,228.11	6.0
40-45-6945	4,260.00	4,260.00	9,540.00	5,280.00	44.7
40-45-6951	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	23,919.83	109,750.37	272,540.00	162,789.63	40.3
<u>CAPITAL OUTLAY</u>					
40-47-7601	1,908.00	3,148.00	3,010,000.00	3,006,852.00	.1
40-47-7602	55.80	7,575.80	175,000.00	167,424.20	4.3
40-47-7603	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	1,963.80	10,723.80	3,225,000.00	3,214,276.20	.3

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	71,980.80	298,348.13	4,580,933.00	4,282,584.87	6.5
NET REVENUE OVER EXPENDITURES	(70,511.58)	(47,844.53)	(431,968.00)	(384,123.47)	(11.1)

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
42-36-4120 INTEREST INCOME	2,877.51	11,181.98	12,000.00	818.02	93.2
TOTAL OTHER INCOME	2,877.51	11,181.98	12,000.00	818.02	93.2
<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	2,877.51	11,181.98	312,000.00	300,818.02	3.6

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
42-47-7555 WMP - IMPLIMENTATION PROJECTS	52,199.92	159,931.53	550,000.00	390,068.47	29.1
TOTAL CAPITAL OUTLAY	52,199.92	159,931.53	550,000.00	390,068.47	29.1
<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	52,199.92	159,931.53	580,000.00	420,068.47	27.6
NET REVENUE OVER EXPENDITURES	(49,322.41)	(148,749.55)	(268,000.00)	(119,250.45)	(55.5)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
47-34-4550 WATER DEBT REVENUE	.00	25,823.64	148,650.00	122,826.36	17.4
TOTAL UTILITY BILLING	.00	25,823.64	148,650.00	122,826.36	17.4
<u>OTHER INCOME</u>					
47-36-4120 INTEREST INCOME	250.66	974.06	1,200.00	225.94	81.2
TOTAL OTHER INCOME	250.66	974.06	1,200.00	225.94	81.2
TOTAL FUND REVENUE	250.66	26,797.70	149,850.00	123,052.30	17.9

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 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
TOTAL DEBT SERVICE	.00	34,500.00	243,650.00	209,150.00	14.2
TOTAL FUND EXPENDITURES	.00	34,500.00	243,650.00	209,150.00	14.2
NET REVENUE OVER EXPENDITURES	250.66	(7,702.30)	(93,800.00)	(86,097.70)	(8.2)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
49-36-4120 INTEREST INCOME	303.77	1,180.46	1,200.00	19.54	98.4
TOTAL OTHER INCOME	303.77	1,180.46	1,200.00	19.54	98.4
<u>WATER SDC FEES</u>					
49-38-4935 REIMB FEES - WTR SDC FUND	.00	2,208.00	9,800.00	7,592.00	22.5
49-38-4940 IMP FEES - WTR SDC FND	.00	23,700.00	82,000.00	58,300.00	28.9
TOTAL WATER SDC FEES	.00	25,908.00	91,800.00	65,892.00	28.2
TOTAL FUND REVENUE	303.77	27,088.46	93,000.00	65,911.54	29.1

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
49-47-7880 CONT MAT - IMP WTR	1,908.00	3,441.00	310,000.00	306,559.00	1.1
49-47-7885 CONT MAT - REIMB WTR	.00	819.00	225,000.00	224,181.00	.4
TOTAL CAPITAL OUTLAY	1,908.00	4,260.00	535,000.00	530,740.00	.8
TOTAL FUND EXPENDITURES	1,908.00	4,260.00	535,000.00	530,740.00	.8
NET REVENUE OVER EXPENDITURES	(1,604.23)	22,828.46	(442,000.00)	(464,828.46)	5.2

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
50-34-4640 SEWER SERVICE BASE	.00	139,574.60	769,000.00	629,425.40	18.2
50-34-4650 NEW SEWER CONNECTIONS	.00	660.00	17,250.00	16,590.00	3.8
50-34-4660 SEWER MASTER PLAN	.00	13,808.12	82,000.00	68,191.88	16.8
TOTAL UTILITY BILLING	.00	154,042.72	868,250.00	714,207.28	17.7
<u>OTHER INCOME</u>					
50-36-4120 INTEREST INCOME	3,146.38	12,226.81	15,000.00	2,773.19	81.5
50-36-4150 MISC RECEIPTS - SEWER	.00	216.59	1,000.00	783.41	21.7
TOTAL OTHER INCOME	3,146.38	12,443.40	16,000.00	3,556.60	77.8
TOTAL FUND REVENUE	3,146.38	166,486.12	884,250.00	717,763.88	18.8

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
50-41-5055 MAINT WORKER WAGES	7,579.51	31,251.69	110,075.00	78,823.31	28.4
50-41-5056 EXTRA LABOR WAGES	.00	.00	2,000.00	2,000.00	.0
50-41-5057 OFFICE ASST WAGE	10,367.72	41,586.29	121,441.00	79,854.71	34.2
50-41-5058 SUPER PUB WORKS	3,096.37	6,192.74	39,508.00	33,315.26	15.7
50-41-5059 PLANT OP WAGES	4,783.41	25,414.35	98,657.00	73,242.65	25.8
50-41-5064 STANDBY - SEWER	.00	.00	2,000.00	2,000.00	.0
50-41-5065 OVERTIME SEWER	451.88	1,926.82	7,000.00	5,073.18	27.5
50-41-5075 ACCRUED VAC - COMP TIME	.00	.00	8,000.00	8,000.00	.0
50-41-5082 CITY MANAGER WAGES	949.98	3,799.95	11,970.00	8,170.05	31.8
50-41-5085 MAYOR & COUNCIL STIPEND	75.00	300.00	1,500.00	1,200.00	20.0
50-41-5152 PAYROLL EXP - SEWER	14,279.80	59,313.19	280,462.00	221,148.81	21.2
TOTAL PERSONNEL SERVICES	41,583.67	169,785.03	682,613.00	512,827.97	24.9
<u>MATERIALS & SERVICES</u>					
50-45-6110 ELECTRICITY - SEWER	2,364.44	7,130.00	32,000.00	24,870.00	22.3
50-45-6455 EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520 BLDG MAINT - SEWER	.00	175.46	3,500.00	3,324.54	5.0
50-45-6530 TELEPHONE & TELEMTRY	9.57	2,129.53	6,500.00	4,370.47	32.8
50-45-6534 PLANT CHEMICALS & SUP	4,438.68	30,447.54	45,000.00	14,552.46	67.7
50-45-6551 ADMIN & BILLING	2,276.58	12,296.09	25,000.00	12,703.91	49.2
50-45-6570 INS - VEHICLE, LIAB, EQUIP, BL	.00	39,100.71	40,000.00	899.29	97.8
50-45-6574 AUDIT - SEWER	2,475.00	7,859.12	11,000.00	3,140.88	71.5
50-45-6580 FUEL & OIL	.00	2,796.75	15,000.00	12,203.25	18.7
50-45-6690 VEHICLE MAINT, SUP & REP	.00	1,179.22	13,000.00	11,820.78	9.1
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	4,721.85	18,471.31	65,000.00	46,528.69	28.4
50-45-6831 DUES	.00	.00	700.00	700.00	.0
50-45-6850 ATTORNEY	2,209.00	2,632.00	2,500.00	(132.00)	105.3
50-45-6851 ENGINEERING	.00	1,992.00	25,200.00	23,208.00	7.9
50-45-6915 TRAVEL & TRAINING - STAFF	.00	761.34	5,000.00	4,238.66	15.2
50-45-6945 METER READERS	2,840.00	5,435.00	6,400.00	965.00	84.9
50-45-6951 ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	21,335.12	132,406.07	325,300.00	192,893.93	40.7
<u>CAPITAL OUTLAY</u>					
50-47-7602 PW MOBILE EQUIP REPLACE PLAN	.00	.00	40,000.00	40,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	40,000.00	40,000.00	.0

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 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	62,918.79	302,191.10	1,197,913.00	895,721.90	25.2
NET REVENUE OVER EXPENDITURES	(59,772.41)	(135,704.98)	(313,663.00)	(177,958.02)	(43.3)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
52-36-4120 INTEREST INCOME	1,729.18	6,719.59	9,000.00	2,280.41	74.7
TOTAL OTHER INCOME	1,729.18	6,719.59	9,000.00	2,280.41	74.7
<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	1,729.18	6,719.59	84,000.00	77,280.41	8.0

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	1,729.18	6,719.59	15,000.00	8,280.41	44.8

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER DEBT SERVICE

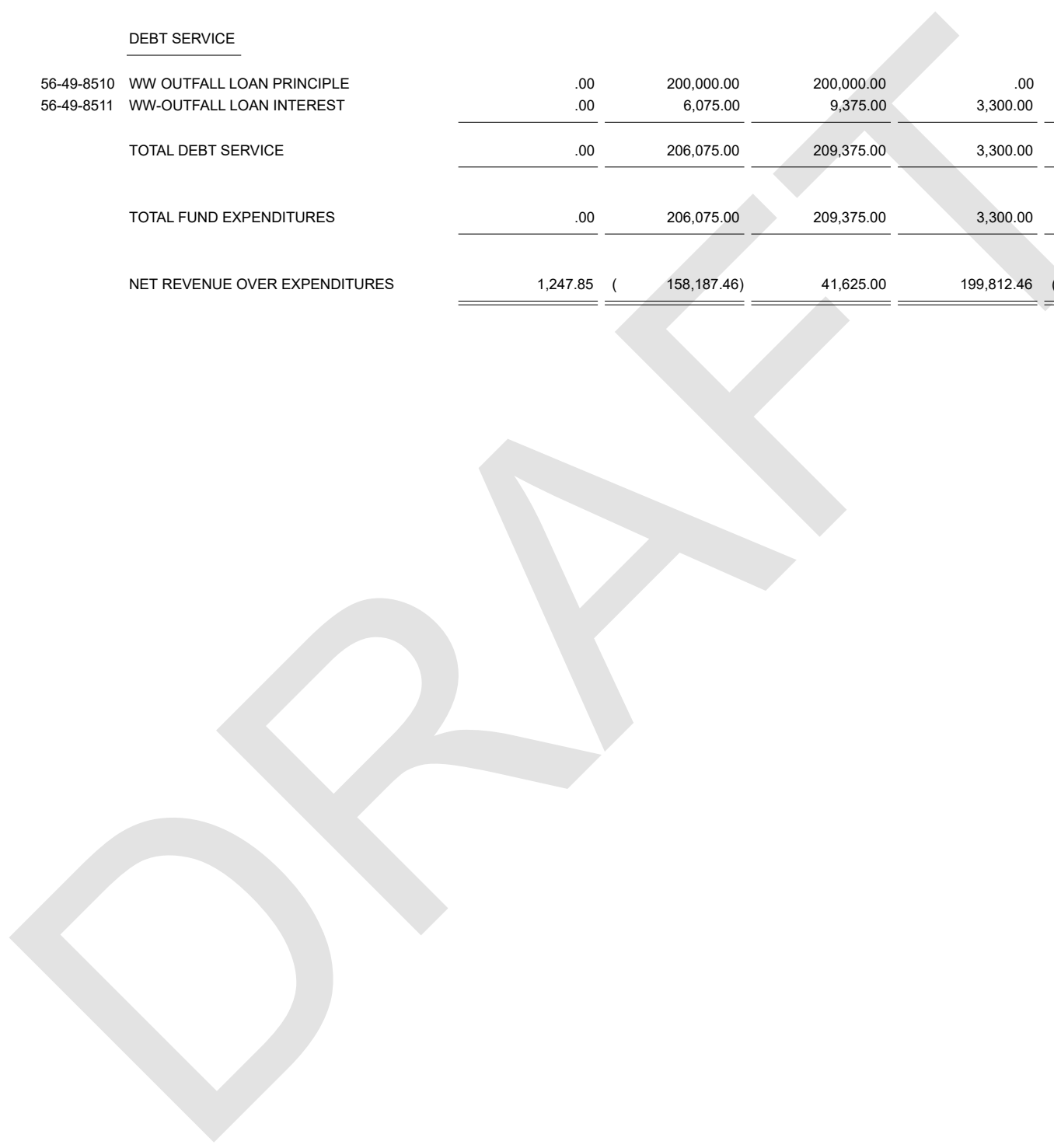
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
56-34-4650 SEWER DEBT REVENUE	.00	43,038.40	245,000.00	201,961.60	17.6
TOTAL UTILITY BILLING	.00	43,038.40	245,000.00	201,961.60	17.6
<u>OTHER INCOME</u>					
56-36-4120 INTEREST INCOME	1,247.85	4,849.14	6,000.00	1,150.86	80.8
TOTAL OTHER INCOME	1,247.85	4,849.14	6,000.00	1,150.86	80.8
TOTAL FUND REVENUE	1,247.85	47,887.54	251,000.00	203,112.46	19.1

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 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	1,247.85	(158,187.46)	41,625.00	199,812.46	(380.0)



CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
59-36-4120 INTEREST INCOME	348.33	1,353.61	3,200.00	1,846.39	42.3
TOTAL OTHER INCOME	348.33	1,353.61	3,200.00	1,846.39	42.3
<u>FEEES</u>					
59-38-4935 REIMB FEES - SEWER SDC	.00	4,434.00	25,000.00	20,566.00	17.7
59-38-4940 IMP FEES - SEWER SDC	.00	7,935.00	65,000.00	57,065.00	12.2
TOTAL FEES	.00	12,369.00	90,000.00	77,631.00	13.7
TOTAL FUND REVENUE	348.33	13,722.61	93,200.00	79,477.39	14.7

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 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	348.33	13,722.61	(106,800.00)	(120,522.61)	12.9

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROOM TAX REVENUES</u>					
80-31-4710 TRT REVENUE 5%	306,113.12	306,113.12	1,200,000.00	893,886.88	25.5
80-31-4711 TRT REVENUE 2% - ADV	122,445.20	122,445.20	480,000.00	357,554.80	25.5
80-31-4712 TRT REVENUE 2% - CTY	122,445.20	122,445.20	480,000.00	357,554.80	25.5
80-31-4713 TRT REVENUE 1% - CTY	61,222.60	61,222.60	240,000.00	178,777.40	25.5
TOTAL ROOM TAX REVENUES	612,226.12	612,226.12	2,400,000.00	1,787,773.88	25.5
<u>OTHER INCOME</u>					
80-36-4120 INTEREST INCOME - TRT	1,262.05	4,904.33	7,500.00	2,595.67	65.4
TOTAL OTHER INCOME	1,262.05	4,904.33	7,500.00	2,595.67	65.4
TOTAL FUND REVENUE	613,488.17	617,130.45	2,407,500.00	1,790,369.55	25.6

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2023

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
80-45-6533	8,269.24	42,568.70	197,211.00	154,642.30	21.6
80-45-6534	.00	2,357.10	75,000.00	72,642.90	3.1
80-45-6535	.00	3,646.50	55,000.00	51,353.50	6.6
80-45-6536	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	.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
TOTAL MATERIALS & SERVICES	8,269.24	83,428.30	584,211.00	500,782.70	14.3
<u>CONTINGENCY</u>					
80-46-6999	.00	.00	10,000.00	10,000.00	.0
TOTAL CONTINGENCY	.00	.00	10,000.00	10,000.00	.0
<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
TOTAL TRANSFERS	.00	.00	2,829,165.00	2,829,165.00	.0
TOTAL FUND EXPENDITURES	8,269.24	83,428.30	3,423,376.00	3,339,947.70	2.4
NET REVENUE OVER EXPENDITURES	605,218.93	533,702.15	(1,015,876.00)	(1,549,578.15)	52.5

Rockaway Beach Fire Rescue

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



Date November 1, 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 October 2023.

The Department responded or participated in 65 events during the month of October, the breakdown is listed below.

911 calls for Service: 30	Trainings: 8	Non-Emergent: 27
27- Medical	Air Management	14- Beach Safety
1- Fire Alarm	Addresses	2- Public Assist
0- Structure Fire	Size-up	1- Lift Assist
0- Water Rescue	Operations	4- Burn Complaints
1- MVA	EMR	4- Radio call-ins
0- Outside Fire		2- Special Assignments
1-Powerlines		

Year to Date	<u>2021</u>	<u>2022</u>	<u>2023</u>
911 Calls	367	334	349
Non-Emergent	228	240	277
Trainings	90	97	90
Total	685	671	716

Training update- The department focused October Thursday night training on Air management, find the address, EMR, and Fire Operations. November training will focus on Winter Storm Operations and Vehicle Firefighting.

During the month of October crews were on the beach 14 times providing information to citizens and visitors. Continue to work with State Parks to better coordinate our safety and enforcement actions on the Beach.

	October	YTD
Fire safety\Educational Moments-	5	114
Water Safety Messages\Out of Water-	2\1 person	168\357
Stickers to kids-	0	51
Educational signs reset-	0	0
Education Signs Replaced-	0	0
Fires extinguished-	3	78
Volunteer Hours	7	210

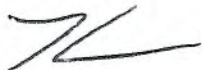
Emergency Preparedness group and Radio group continue to meet and increase skill levels. Water purification was the subject at this month's preparedness meeting. The great Shakeout was actively participated in by the Rockaway community. Lessons were learned to improve exercises in the future. Actively recruiting members for a CERT team. This will be an improvement to the level of service provided to the citizens of Rockaway Beach. Preparedness will continue as a group to provide information and abilities in the event of a natural disaster. CERT is a team of trained volunteers that provide and operational component in the event of a natural or man-made disaster.

Summer staffing is now complete. The additional staffing from the OSFM grant 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.

Winter projects- Continue working on Emergency management and preparedness, complete revising the Fire Department policy manual, Re-rate the cities ISO, update the community wildfire protection plan, EMT class, continue recruiting and training.

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

Rockaway Beach Patrol

Month of October 2023

The last week of October saw dry and very cold weather. This is a good reminder to do a complete check of your vehicles for necessary safety equipment and to ensure all the systems in your vehicles are functioning properly. Worn or balding tires can be a significant problem on wet or icy roads, now is a good time to inspect them for wear.

Notable calls for service this month include a report of people staying at a rental home after the checkout time. Deputies responded and located drugs and drug paraphernalia left behind by the people who were aware police were responding. Through investigation, the people were identified, and it was learned that there had been young children present at the house. This case has been forwarded to the District Attorney for the endangering of the children.

There was a report of someone camping in a tent near the beach in the small park off Breaker Avenue. The person was located and was the subject of an arrest warrant out of Marion County. The person was arrested for the warrant.

Deputies responded to a report of a domestic disturbance where a person was reportedly breaking items in the home that were not theirs. The investigation resulted in one of the parties being arrested. This case has been forwarded to the District Attorney for review.

October is recognized as Domestic Violence Awareness Month. On October 25th, TCSO Deputies conducted a sweep of the county to locate people with domestic violence related arrest warrants. One person who lives in Rockaway was arrested as part of these efforts.

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>
1028 S GRAYLING ST	Rockaway Beach	10/01/2023 09:59:42	Civil Service	210
220 S ANCHOR ST	Rockaway Beach	10/01/2023 11:05:20	Contact	210
8600 HOLLYHOCK ST	Rockaway Beach	10/01/2023 12:36:10	Littering	214
318 HIGHWAY 101 S	Rockaway Beach	10/01/2023 16:02:21	Mental	214
HIGHWAY 101 N / PANSY ST	Rockaway Beach	10/01/2023 17:53:37	Traffic Stop	220
506 HIGHWAY 101 S	Rockaway Beach	10/01/2023 19:45:45	Assist	220
7750 PINE BEACH LP	Rockaway Beach	10/02/2023 09:15:42	Animal	214
384 S BEACON ST	Rockaway Beach	10/02/2023 14:24:03	Medical	210
140 HIGHWAY 101 N	Rockaway Beach	10/02/2023 15:09:11	Assist	210
973 S JUNIPER ST	Rockaway Beach	10/02/2023 20:23:34	Civil Service	225
HIGHWAY 101 N / N 7TH AVE	Rockaway Beach	10/02/2023 21:04:51	Traffic Stop	225
HIGHWAY 101 S / S 5TH AVE	Rockaway Beach	10/03/2023 01:54:07	Traffic Stop	225
349 S NEPTUNE ST	Rockaway Beach	10/03/2023 06:35:55	Trespass	210
8910 VICTORIA ST	Rockaway Beach	10/03/2023 09:01:52	Alarm	210
8910 VICTORIA ST	Rockaway Beach	10/03/2023 09:01:52	Alarm	214
276 HIGHWAY 101 S	Rockaway Beach	10/03/2023 10:05:55	Assist	210
HIGHWAY 101 S / E WASHINGTON ST	Rockaway Beach	10/03/2023 15:21:21	Traffic Stop	210
276 HIGHWAY 101 S	Rockaway Beach	10/03/2023 18:03:40	Assist	225
NE 23RD AVE / HIGHWAY 101 N	Rockaway Beach	10/04/2023 00:50:32	Suspicious	225
HIGHWAY 101 N / N 9TH AVE	Rockaway Beach	10/04/2023 01:04:00	Traffic Stop	225
270 S FALCON ST	Rockaway Beach	10/04/2023 14:56:09	Unwanted	210
276 HIGHWAY 101 S	Rockaway Beach	10/05/2023 12:20:12	Follow Up	215
HIGHWAY 101 N / LAKE BLVD	Rockaway Beach	10/05/2023 13:31:30	Assist	215
DAVID AVE / PARK ST	Rockaway Beach	10/05/2023 17:09:31	Traffic	217
DAVID AVE / PARK ST	Rockaway Beach	10/05/2023 17:09:31	Traffic	215
276 HIGHWAY 101 S	Rockaway Beach	10/06/2023 13:07:48	Follow Up	215
8545 DUKE ST	Rockaway Beach	10/06/2023 13:52:39	Animal	215
HIGHWAY 101 S / S 6TH AVE	Rockaway Beach	10/06/2023 20:23:49	Traffic Stop	215
HIGHWAY 101 S / S 6TH AVE	Rockaway Beach	10/07/2023 10:12:17	Animal	215
HIGHWAY 101 N / OLD PACIFIC HWY	Rockaway Beach	10/07/2023 12:04:49	Traffic Stop	215
HIGHWAY 101 N / N 3RD AVE	Rockaway Beach	10/07/2023 20:07:12	Traffic Stop	215
OLD PACIFIC HWY / 2ND AVE	Rockaway Beach	10/08/2023 00:49:58	Animal	217
140 HIGHWAY 101 N	Rockaway Beach	10/08/2023 16:52:52	Civil	225
506 HIGHWAY 101 S	Rockaway Beach	10/09/2023 10:19:24	Follow Up	210
276 HIGHWAY 101 S	Rockaway Beach	10/09/2023 11:03:18	Assist	210
276 HIGHWAY 101 S	Rockaway Beach	10/09/2023 11:06:53	Follow Up	210
505 N PACIFIC ST	Rockaway Beach	10/09/2023 11:21:19	Unknown	210
399 N CORAL ST	Rockaway Beach	10/09/2023 12:50:13	BUSINESS CHECK	210
952 S EASY ST	Rockaway Beach	10/09/2023 13:32:20	Follow Up	210
506 HIGHWAY 101 S	Rockaway Beach	10/09/2023 17:48:37	Follow Up	225
	Rockaway Beach	10/09/2023 22:12:52	Mental	225
432 HIGHWAY 101 N	Rockaway Beach	10/10/2023 01:02:00	BUSINESS CHECK	225
195 S JUNIPER ST	Rockaway Beach	10/10/2023 14:19:42	Home Check	210
HIGHWAY 101 N / NW 13TH AVE	Rockaway Beach	10/10/2023 15:41:54	Traffic Stop	210
112 S PACIFIC ST	Rockaway Beach	10/11/2023 07:49:27	Vehicle	210
302 S QUADRANT ST	Rockaway Beach	10/11/2023 10:51:47	Incom 911	215
1030 NE 14TH AVE	Rockaway Beach	10/11/2023 11:42:32	Harassment	210
703 S 2ND AVE	Rockaway Beach	10/12/2023 00:44:17	Prowler	217
KITTIWAKE DR / RILEY ST	Rockaway Beach	10/12/2023 12:05:17	Contact	215
HIGHWAY 101 N / NW 23RD AVE	Rockaway Beach	10/12/2023 12:58:39	Traffic Stop	215
HIGHWAY 101 N / NW 19TH AVE	Rockaway Beach	10/12/2023 13:17:54	Traffic Stop	215
HIGHWAY 101 N / SHAND AVE	Rockaway Beach	10/12/2023 14:13:39	Contact	215
HIGHWAY 101 N / NW 13TH AVE	Rockaway Beach	10/12/2023 15:46:15	Traffic Stop	215
506 HIGHWAY 101 S	Rockaway Beach	10/12/2023 17:51:28	Contact	215
506 HIGHWAY 101 S	Rockaway Beach	10/12/2023 18:14:48	Court Violation	217
506 HIGHWAY 101 S	Rockaway Beach	10/12/2023 18:14:48	Traffic Stop	217
HIGHWAY 101 N / NW 19TH AVE	Rockaway Beach	10/13/2023 13:36:20	Traffic Stop	215

8355 VICTORIA ST	Rockaway Beach	10/13/2023 13:46:50	Welfare check	222
8355 VICTORIA ST	Rockaway Beach	10/13/2023 13:46:50	Welfare check	215
535 S EASY ST	Rockaway Beach	10/13/2023 14:26:04	Follow Up	215
HIGHWAY 101 N / BEACH ST	Rockaway Beach	10/13/2023 14:41:33	Contact	215
1040 NE 12TH AVE	Rockaway Beach	10/13/2023 18:35:34	Civil	217
1040 NE 12TH AVE	Rockaway Beach	10/13/2023 18:35:34	Civil	215
1065 NECARNEY ST	Rockaway Beach	10/14/2023 12:55:37	Animal	215
HIGHWAY 101 S / E WASHINGTON ST	Rockaway Beach	10/15/2023 21:23:17	Traffic Stop	225
HIGHWAY 101 N / NE 23RD AVE	Rockaway Beach	10/15/2023 21:45:13	Contact	225
S PACIFIC ST / S 7TH AVE	Rockaway Beach	10/15/2023 22:12:52	Traffic Stop	225
S PACIFIC ST / S 4TH AVE	Rockaway Beach	10/16/2023 00:23:53	Contact	225
1040 S EASY ST	Rockaway Beach	10/16/2023 00:50:00	Disturbance	230
1040 S EASY ST	Rockaway Beach	10/16/2023 00:50:00	Disturbance	225
276 HIGHWAY 101 S	Rockaway Beach	10/16/2023 07:48:13	Fraud	210
276 HIGHWAY 101 S	Rockaway Beach	10/16/2023 13:54:24	Fraud	210
276 HIGHWAY 101 S	Rockaway Beach	10/16/2023 16:01:05	Property	210
26776 WHITE DOVE AVE	Rockaway Beach	10/17/2023 10:36:06	Follow Up	210
260 S EASY ST	Rockaway Beach	10/17/2023 14:21:56	Ordinance Violation	210
535 S EASY ST	Rockaway Beach	10/17/2023 14:24:17	Ordinance Violation	210
276 HIGHWAY 101 S	Rockaway Beach	10/17/2023 14:45:54	Follow Up	210
985 BREAKER AVE	Rockaway Beach	10/18/2023 09:50:40	Trespass	215
663 S BEACON ST	Rockaway Beach	10/18/2023 10:16:05	Suspicious	215
654 S CORAL ST	Rockaway Beach	10/18/2023 11:37:25	Suicidal	215
25780 BEACH DR	Rockaway Beach	10/18/2023 11:58:00	Welfare check	214
26610 DAVID AVE	Rockaway Beach	10/18/2023 15:53:17	Shots Fired	215
648 S CORAL ST	Rockaway Beach	10/19/2023 09:01:40	Follow Up	215
1040 NE 12TH AVE	Rockaway Beach	10/19/2023 12:07:01	Civil Service	215
648 S CORAL ST	Rockaway Beach	10/20/2023 08:02:47	Mental	215
18330 HIGHWAY 101 N	Rockaway Beach	10/20/2023 12:58:27	Info	215
565 S EASY ST	Rockaway Beach	10/20/2023 17:21:40	Welfare check	217
300 N PACIFIC ST	Rockaway Beach	10/20/2023 21:23:45	Suspicious	217
300 N PACIFIC ST	Rockaway Beach	10/20/2023 22:22:00	Follow Up	217
1040 NE 12TH AVE	Rockaway Beach	10/21/2023 07:02:13	Welfare check	215
N PACIFIC ST / N 3RD AVE	Rockaway Beach	10/22/2023 00:19:41	Fireworks	217
276 HIGHWAY 101 S	Rockaway Beach	10/22/2023 09:53:29	Follow Up	210
400 S 3RD AVE	Rockaway Beach	10/22/2023 13:40:35	BUSINESS CHECK	210
110 N 3RD AVE	Rockaway Beach	10/22/2023 14:54:09	Hit & Run	210
HIGHWAY 101 S / E WASHINGTON ST	Rockaway Beach	10/23/2023 12:05:25	Traffic Stop	210
276 HIGHWAY 101 S	Rockaway Beach	10/23/2023 13:07:18	Follow Up	210
1098 S CORAL ST	Rockaway Beach	10/23/2023 13:16:26	Unknown	210
208 S ANCHOR ST	Rockaway Beach	10/23/2023 14:21:44	Traffic Stop	210
410 S 3RD AVE	Rockaway Beach	10/24/2023 10:15:52	Crim Misch	210
980 S GRAYLING ST	Rockaway Beach	10/24/2023 11:46:48	Death	210
27000 KITTIWAKE DR	Rockaway Beach	10/25/2023 10:11:08	UUMV	215
113 S 4TH AVE	Rockaway Beach	10/25/2023 14:03:33	Warrant	222
1065 NE 13TH AVE	Rockaway Beach	10/25/2023 14:10:39	Warrant	222
352 N FALCON ST	Rockaway Beach	10/25/2023 16:43:33	Theft	215
1071 S BEACON ST	Rockaway Beach	10/26/2023 13:16:34	Juvenile	215
1022 NE 12TH AVE	Rockaway Beach	10/26/2023 14:22:43	Disturbance	222
1022 NE 12TH AVE	Rockaway Beach	10/26/2023 14:22:43	Disturbance	215
137 N JUNIPER ST	Rockaway Beach	10/26/2023 16:47:58	Fraud	215
979 S ISLAND ST	Rockaway Beach	10/26/2023 17:56:32	Follow Up	215
1022 NE 12TH AVE	Rockaway Beach	10/26/2023 21:03:22	Follow Up	217
1022 NE 12TH AVE	Rockaway Beach	10/26/2023 21:24:53	Follow Up	217
654 S CORAL ST	Rockaway Beach	10/27/2023 01:41:48	Assist	217
S EASY ST / S 6TH AVE	Rockaway Beach	10/27/2023 09:23:08	Suspicious	222
S EASY ST / S 6TH AVE	Rockaway Beach	10/27/2023 09:23:08	Suspicious	215
1022 NE 13TH AVE	Rockaway Beach	10/27/2023 11:55:01	Follow Up	215

979 S ISLAND ST	Rockaway Beach	10/27/2023 12:32:49	Follow Up	215
141 NW 20TH AVE	Rockaway Beach	10/27/2023 13:21:38	Suspicious	222
141 NW 20TH AVE	Rockaway Beach	10/27/2023 13:21:38	Suspicious	215
101 NW 11TH AVE	Rockaway Beach	10/27/2023 13:57:40	Follow Up	215
411 N PACIFIC ST	Rockaway Beach	10/27/2023 15:51:54	Follow Up	215
HIGHWAY 101 N / N 9TH AVE	Rockaway Beach	10/28/2023 09:31:14	Welfare check	215
HIGHWAY 101 N / BEACH ST	Rockaway Beach	10/28/2023 10:49:35	Traffic Stop	215
400 S 3RD AVE	Rockaway Beach	10/29/2023 13:15:42	BUSINESS CHECK	210
399 N CORAL ST	Rockaway Beach	10/29/2023 14:38:14	BUSINESS CHECK	210
HIGHWAY 101 N / OLD PACIFIC HWY	Rockaway Beach	10/30/2023 02:00:21	57	217
HIGHWAY 101 N / OLD PACIFIC HWY	Rockaway Beach	10/30/2023 02:00:21	57	225
176 S CORAL ST	Rockaway Beach	10/30/2023 05:22:24	Prowler	217
SHAND AVE / PACIFIC ST	Rockaway Beach	10/30/2023 19:47:41	Suspicious	225
HIGHWAY 101 N / BEACH ST	Rockaway Beach	10/30/2023 22:40:29	Contact	225
122 HIGHWAY 101 N	Rockaway Beach	10/30/2023 23:56:21	BUSINESS CHECK	225
18330 HIGHWAY 101 N	Rockaway Beach	10/31/2023 18:29:03	Crim Misch	217

: 0



October 30th, 2023

Dear Mayor and City Council Member,

I would like to provide an update on the operations within the City of Rockaway Beach public works department for the month of October 2023.

***Water Operations: ***

Our water plant remains in good condition, ensuring the supply of clean water to our community. As a reminder, the city's mandatory water use report is due this December. Staff are diligently working on their training to comply with state regulations. They are required to pass tests and complete Continuing Education Units (CEUs) 2 CEUs are equal to 20 hours. Specifically, each staff member with a water certificate must complete 2 CEUs every other year, with an additional 2 CEUs for those holding sewer certificates. Most of our staff members hold both certificates, highlighting their dedication to ensuring water quality and safety.

***Sewer Operations: ***

In our last report, I mentioned two generators that had issues. I'm pleased to inform you that the generator for N. 4th lift station has been repaired and is operational again. Work is still ongoing for the south 5th generator. On October 23rd, we scheduled a session with professionals from the Oregon Association of Water Utilities (OAWU) to collaborate with our operators at the sewer plant. Their expertise will help us identify areas for improvement, particularly in the optimization of chemical injection and biological operations.

***Road Maintenance: ***

We have some positive news regarding road maintenance. The city has been awarded a grant of \$250,000 for an asphalt overlay project on N. Pacific St. However, it's important to note that the estimated cost of this project exceeds the amount received. We will need to carefully evaluate the budget to move this project forward successfully.

***Parks: ***

The topic of park maintenance and restroom cleaning has been a subject of discussion recently. Currently, we clean four bathrooms daily. With the addition of two new bathrooms and Lake Lytle Park, the total number of bathrooms to be maintained will increase to eleven. To address this, we have partnered with AAffordable Carpet Cleaning Services to support our city staff in cleaning bathrooms on weekends and holidays. I've spoken with Karen La Bonte, the director of Cannon Beach public works, and she highly recommends their services based on their longstanding partnership.

Thank you for your continued support and guidance.

Dan Emerson

RESOLUTION NO 23-1009

A RESOLUTION APPROVING THE ANCHOR STREET PLAYGROUND AND AMENITIES

WHEREAS, Rockaway Beach Code Chapter 30.11 designates the City Council of the City of Rockaway Beach as the Local Contract Review Board; and

WHEREAS, a price agreement for playground equipment was competitively awarded to BCI Burke Company, LLC for Burke Playground Equipment through the Sourcewell cooperative organization; and

WHEREAS, BCI Burke Company, LLC has identified Buell Recreation as an authorized dealer for their products; and

WHEREAS, the proposal for Burke Playground Equipment and Amenities preliminary project drawings are attached as Exhibit A; and

WHEREAS, the City Council wishes to delegate concurrent contracting power to the City Manager for the Anchor Street Playground and Amenities to ensure a timely execution of the project.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rockaway Beach City Council hereby approves the acquisition of Burke Playground Equipment and Amenities as described in Exhibit A, delegates concurrent contracting power to the City Manager for the acquisition, and authorizes the City Manager to execute the purchase agreement and administer the project in accordance with the project specifications and appropriated funds.

APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 8TH DAY OF NOVEMBER 2023.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

This page intentionally left blank



Buell Recreation

7327 Barnes Road #601 | Portland, OR 97725 | 503-922-1650

Proposal 907-172351-2 | 10/6/2023

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU®
TO COMMUNITIES AROUND
THE WORLD

DESIGN SUMMARY

Buell Recreation is very pleased to present this Proposal for consideration for the Rockaway Beach Park located in Rockaway Beach. BCI Burke Company, LLC has been providing recreational playground equipment for over 100 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of Rockaway Beach. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

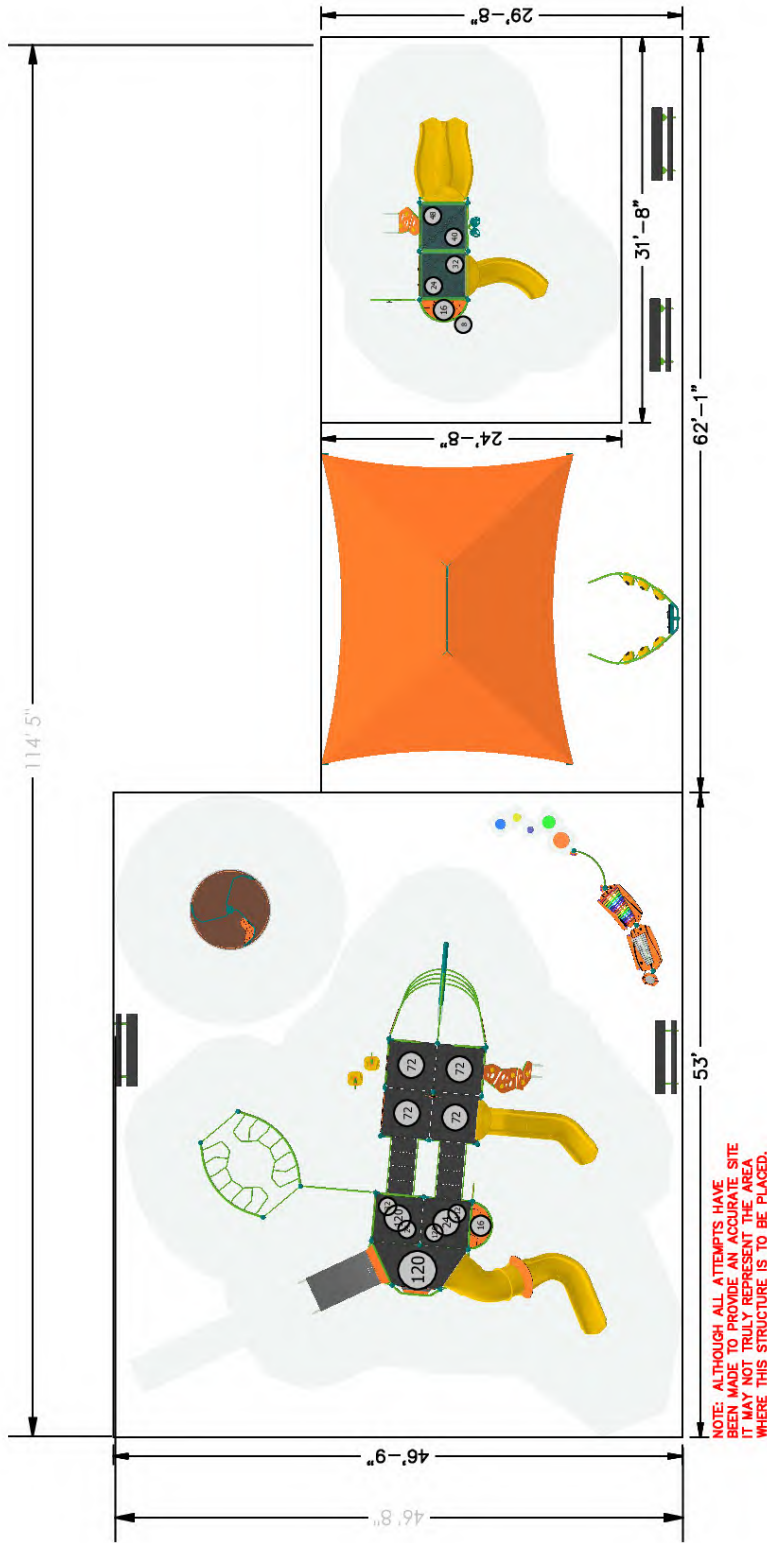
- Project Name: Rockaway Beach Park
- Project Number: 907-172351-2
- User Capacity: 174
- Age Groups: 5 to 12, 2 to 5, 2 to 12
- Dimensions: 114' 4"x46' 8"
- Designer Name: Tugce Raasch

Buell Recreation has developed a custom playground configuration based on the requirements as they have been presented for the Rockaway Beach Park playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 907-172351-2 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Rockaway Beach Park playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.

OUR MISSION IS TO BRING
PLAY THAT MOVES YOU.
TO COMMUNITIES AROUND
THE WORLD



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)				TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	
38	16 / 8	16 / 0	0 / 0	22 / 5	10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 5334.2 sq.ft.
 Perimeter: 322 ft.
STRUCTURE SIZE: 46' 8" x 114' 5"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Burke Basics | Nucleus | Intensity | ShadePlay Max

SITE PLAN VIEW

GROUP:
 5-12 Structure | 2-5 Structure | PlayEnsemble | ShadePlay Max | Free-standing
DESIGNED FOR AGES:
 5 to 12, 2 to 5, 2 to 12

Rockaway Beach Park
 Rockaway Beach, OR 97136

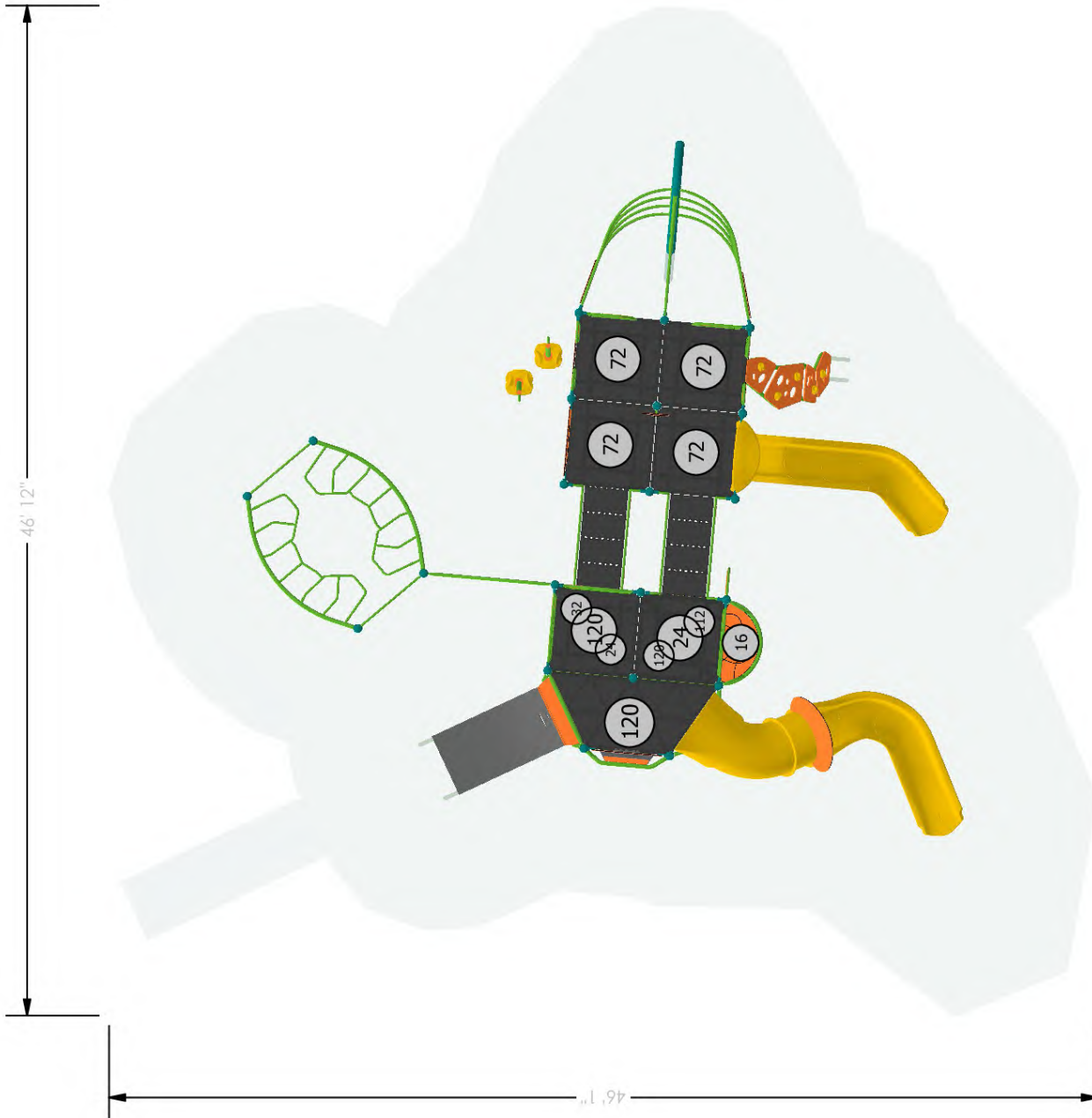
10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch



Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)			TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	
38	16 / 8	16 / 0	0 / 0	22 / 5
				10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 2162.3 sq.ft.
 Perimeter: 186 ft.
STRUCTURE SIZE: 46' 1" x 46' 12"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

SERIES LINE: Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

GROUP:
5-12 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

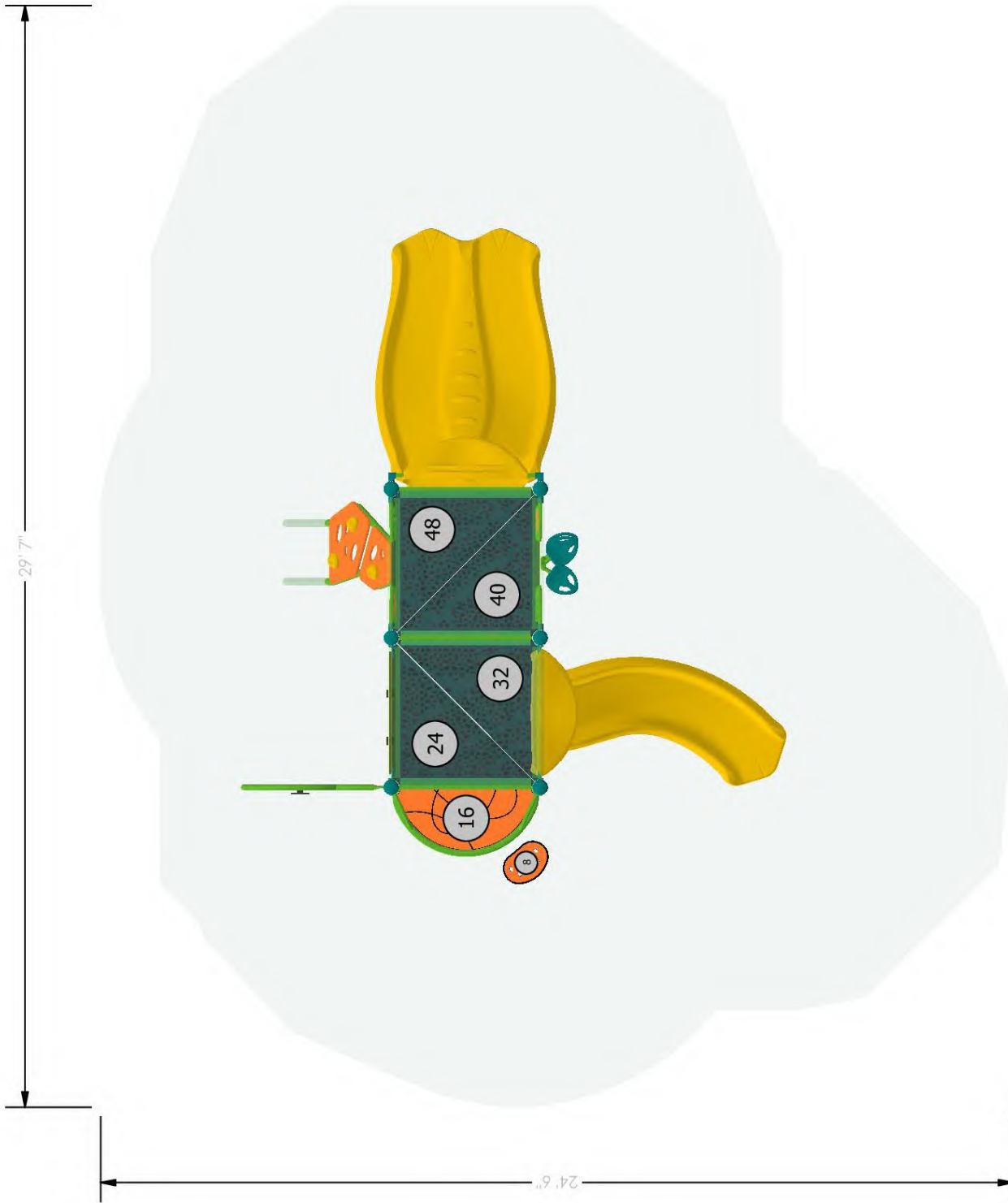
10/06/2023

DESIGNED FOR AGES:
5 to 12



Buell Recreation
907-172351-2

Designer: Tugce Raasch



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)			TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	
38	16 / 8	16 / 0	0 / 0	22 / 5
				10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 724.3 sq. ft.
 Perimeter: 108.1 ft.
STRUCTURE SIZE: 24' 6" x 29' 7"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Nucleus | Intensity | Burke Basics

SITE PLAN VIEW

GROUP:
2-5 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

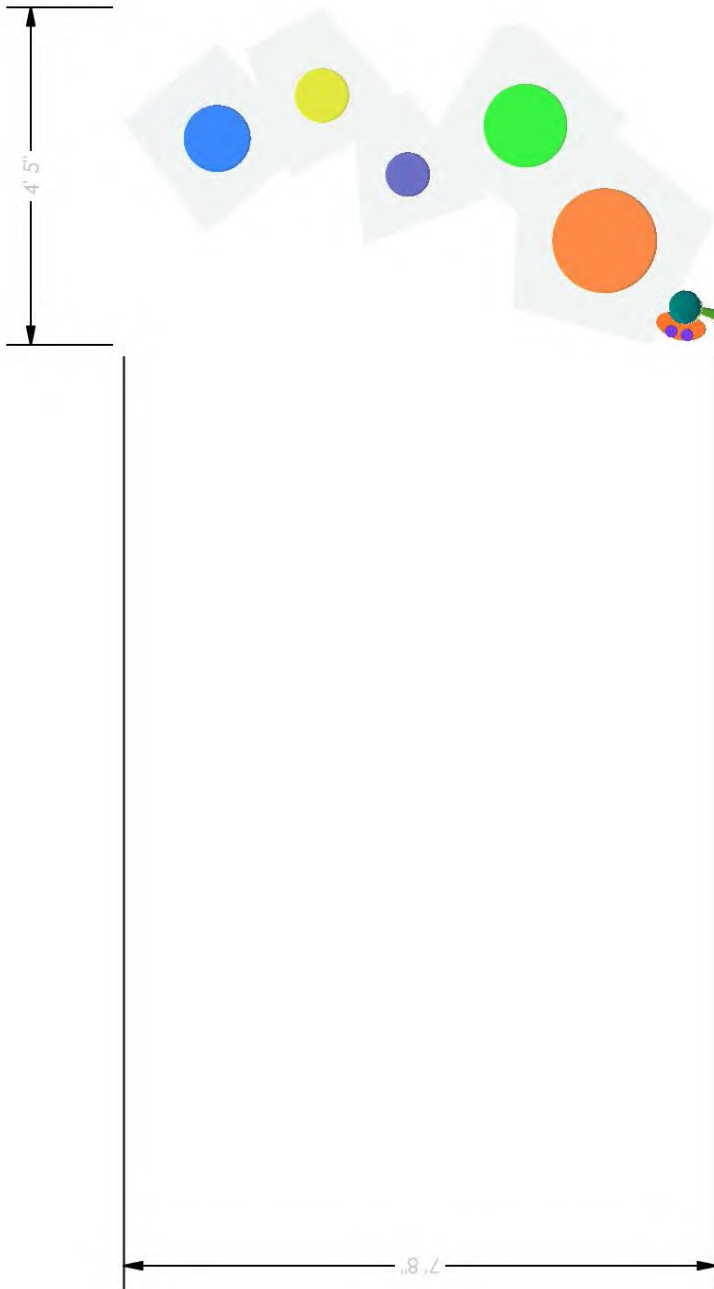
DESIGNED FOR AGES:
2 to 5



Buell Recreation
907-172351-2

Designer: Tugce Raasch

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)			TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	
38	16 / 8	16 / 0	0 / 0	22 / 5
				10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 33.3 sq. ft.
 Perimeter: 24 ft.
STRUCTURE SIZE: 7' 8" x 4' 5"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Nucleus | Burke Basics

SITE PLAN VIEW

GROUP:
PlayEnsemble

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

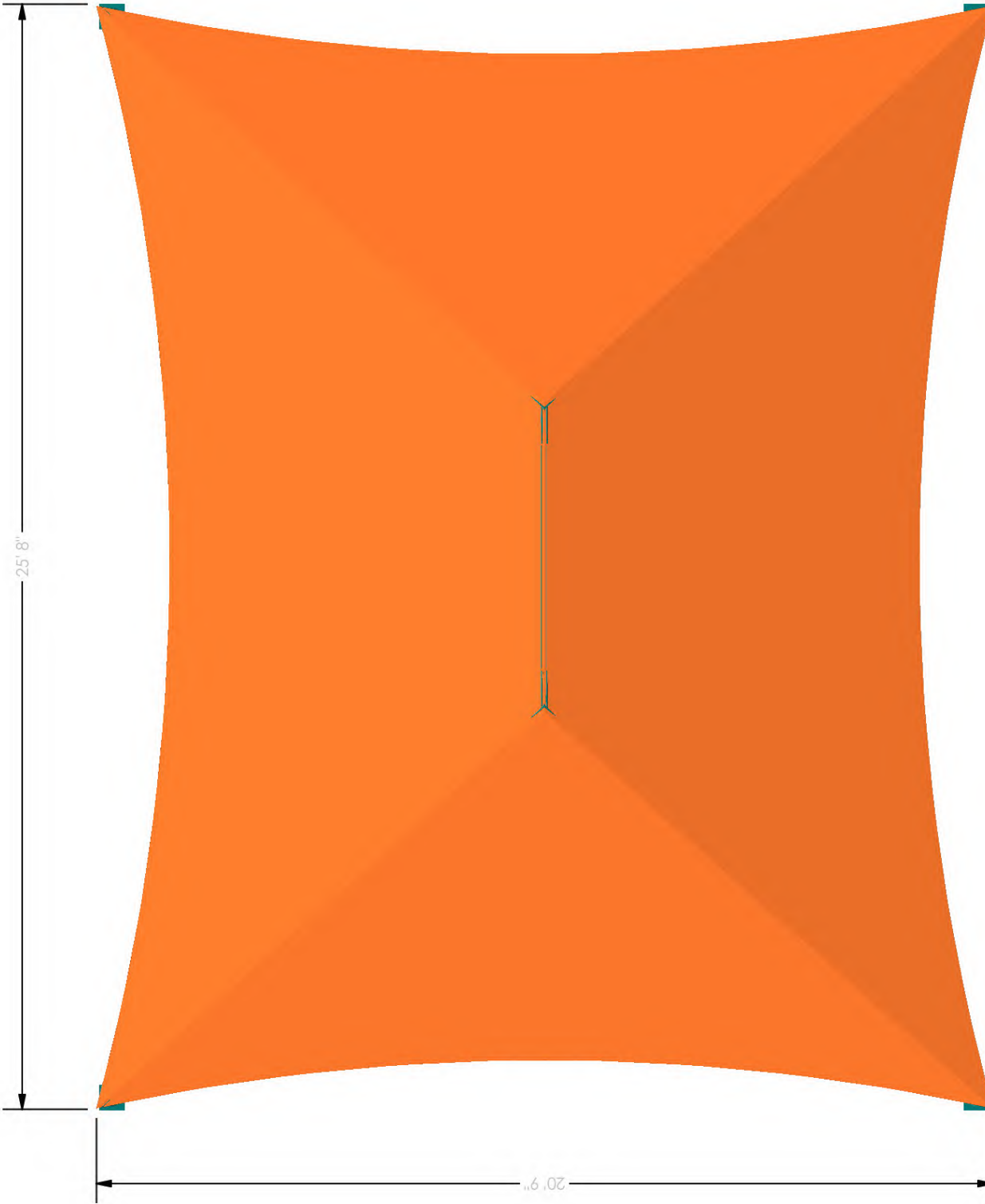
DESIGNED FOR AGES:
2 to 12



Buell Recreation
907-172351-2

Designer: Tugce Raasch

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

PLAYGROUND ACCESSIBILITY (Provided/Required)					
TOTAL EVENTS	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	GROUND EVENTS	TYPES OF GROUND EVENTS
38	16 / 8	16 / 0	0 / 0	22 / 5	10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 530.9 sq. ft.
 Perimeter: 92.7 ft.
STRUCTURE SIZE: 20' 9" x 25' 8"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: ShadePlay Max

GROUP:
ShadePlay Max

DESIGNED FOR AGES:
2 to 12

Rockaway Beach Park
Rockaway Beach, OR 97136



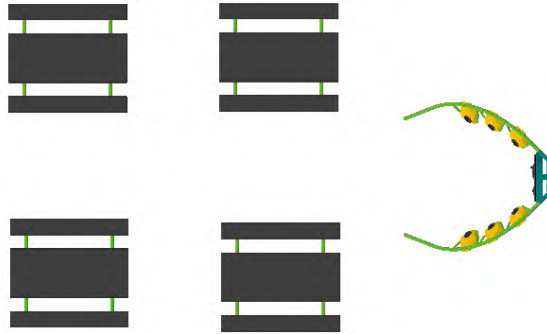
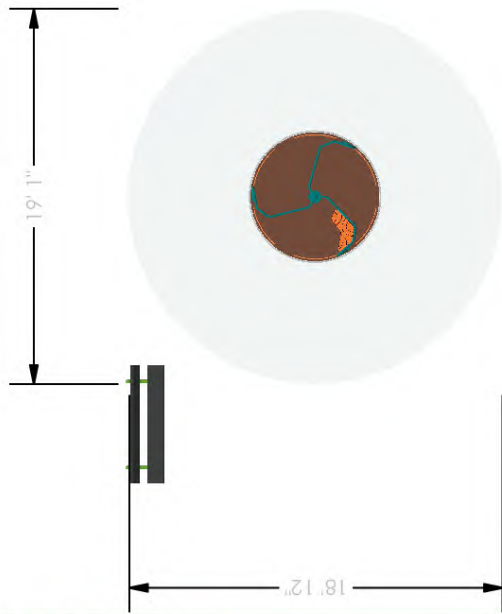
SITE PLAN VIEW

10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.



The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

TOTAL EVENTS	PLAYGROUND ACCESSIBILITY (Provided/Required)			TYPES OF GROUND EVENTS
	ELEVATED EVENTS	TRANSFER ACCESSIBLE EVENTS	RAMP ACCESSIBLE EVENTS	
38	16 / 8	16 / 0	0 / 0	22 / 5
				10 / 3

OVERALL BOUNDING OF USE ZONES
 Area: 361.1 sq. ft.
 Perimeter: 76 ft.
STRUCTURE SIZE: 18' 12" x 19' 1"
POST SIZE(S): 5"

**The space requirements shown here are to ASTM standards. Requirements for other standards may be different.

SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Rockaway Beach Park
Rockaway Beach, OR 97136



SITE PLAN VIEW

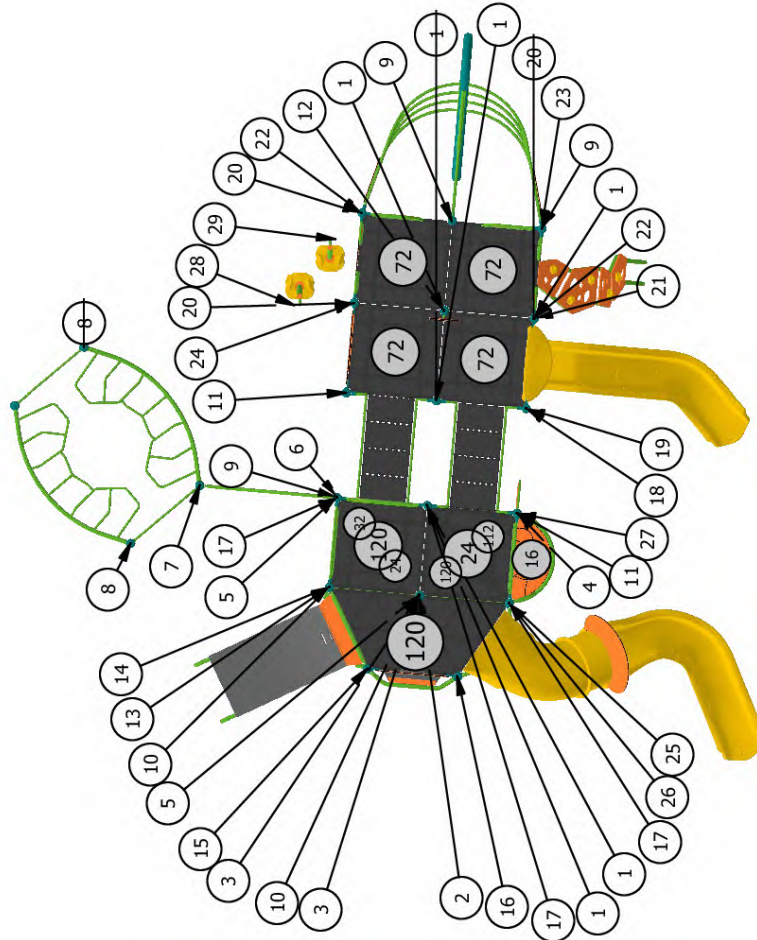
10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch

Warning: Accessible safety surfacing material is required beneath and around this equipment that is compliant with ASTM, CPSC, and ADAAG requirements.

ITEM	COMP.	DESCRIPTION
1	270-0130	SQUARE PLATFORM
2	370-1709	NUCLEUS CORE TRANSFER BELT
3	370-1703	NUCLEUS CORE CROSS SUPPORT
4	570-2706	CHIMES CRESCENT PANEL, LEFT
5	270-0301	SPLIT SQUARE PLATFORM/CLOSURE PLATE
6	370-0204	LINX LEVITATE CLIMBER
7	370-1684	ROUND-A-BOUT, NUCLEUS
8	370-0247	END RUNGS
9	270-0122	EVOLUTION OFFSET ENCLOSURE
10	270-0292	EVOLUTION CENTER MOUNT ENCLOSURE
11	370-0041	EVOLUTION 40" TRANSITION STAIR W/ BARRIERS
12	670-0408	POST MOUNTED SHIP'S WHEEL ASSEMBLY
13	270-0132	HALF HEXAGON PLATFORM
14	370-0224	VICTORY CLIMBER
15	570-1863	RAIN WHEEL PANEL
16	470-0788	COBRA SLIDE FUSION "S" RIGHT 120"
17	570-0100	EVOLUTION BARRIER
18	470-0741	VIPER R 64-72 W/O HOOD
19	470-0805	SLIDE HOOD, HIGH SIDE WALL
20	570-0742	SHIP BOARD PANEL 17", BELOW PLATFORM
21	370-0234	FORMIS LADDER 72
22	270-0120	EVOLUTION UNITARY ENCLOSURE
23	370-0141	SHIP BOW CLIMBER 72"
24	570-2713	HIDE THE NUMBERS PANEL
25	470-0075	CRESCENT PLATFORM
26	270-0009	8" CLOSURE PLATE, ELLIPSE
27	570-2737	PINBALL PANEL
28	560-0068	FS APPROACH CLIMBER, 5 POD
29	560-0066	FS APPROACH CLIMBER, 3 POD



SERIES LINE: Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:
5-12 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

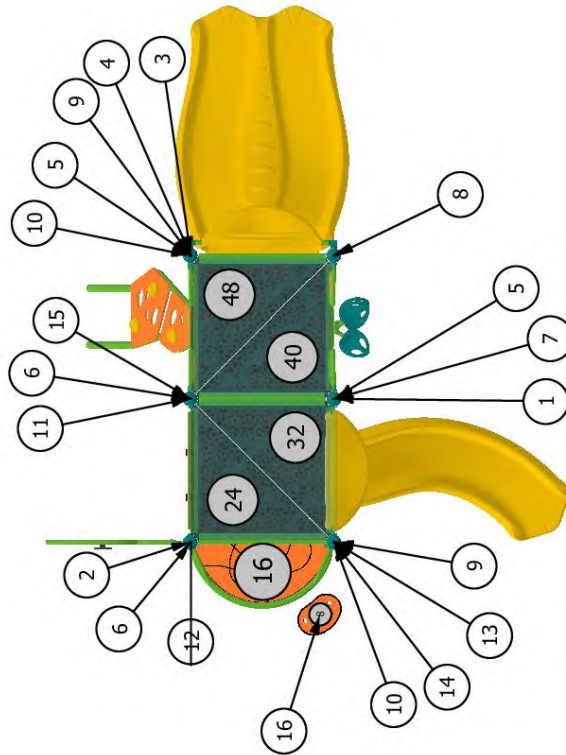
DESIGNED FOR AGES:
5 to 12



Buell Recreation
907-172351-2

Designer: Tugce Raasch

ITEM	COMP.	DESCRIPTION
1	270-0136	SPLIT SQUARE PLATFORM
2	570-2703	COLLISION RING PANEL
3	270-0301	SPLIT SQUARE PLATFORMCLOSURE PLATE
4	370-0231	FORMIS LADDER 48
5	270-0120	EVOLUTION UNITARY ENCLOSURE
6	270-0009	8" CLOSURE PLATE, ELLIPSE
7	370-0089	LEAF CLIMBER 40" - 48"
8	470-0755	LUGE SLIDE, 48"-56"
9	470-0867	EVOLUTION SQUARE ROOF
10	470-0808	EVOLUTION ROOF BOTTOM EDGE
11	570-2664	BEE PANEL
12	470-0075	CRESCENT PLATFORM
13	470-0802	MONACO SLIDE, 32"-40"
14	470-0804	SLIDE HOOD, LOW SIDE WALL
15	470-0810	SQUARE ROOF TOP EDGE, TWO SIDES
16	580-1364	LIL NOVO BEAN STEP



SERIES LINE: Nucleus | Intensity | Burke Basics

COMPONENT VIEW

GROUP:
2-5 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

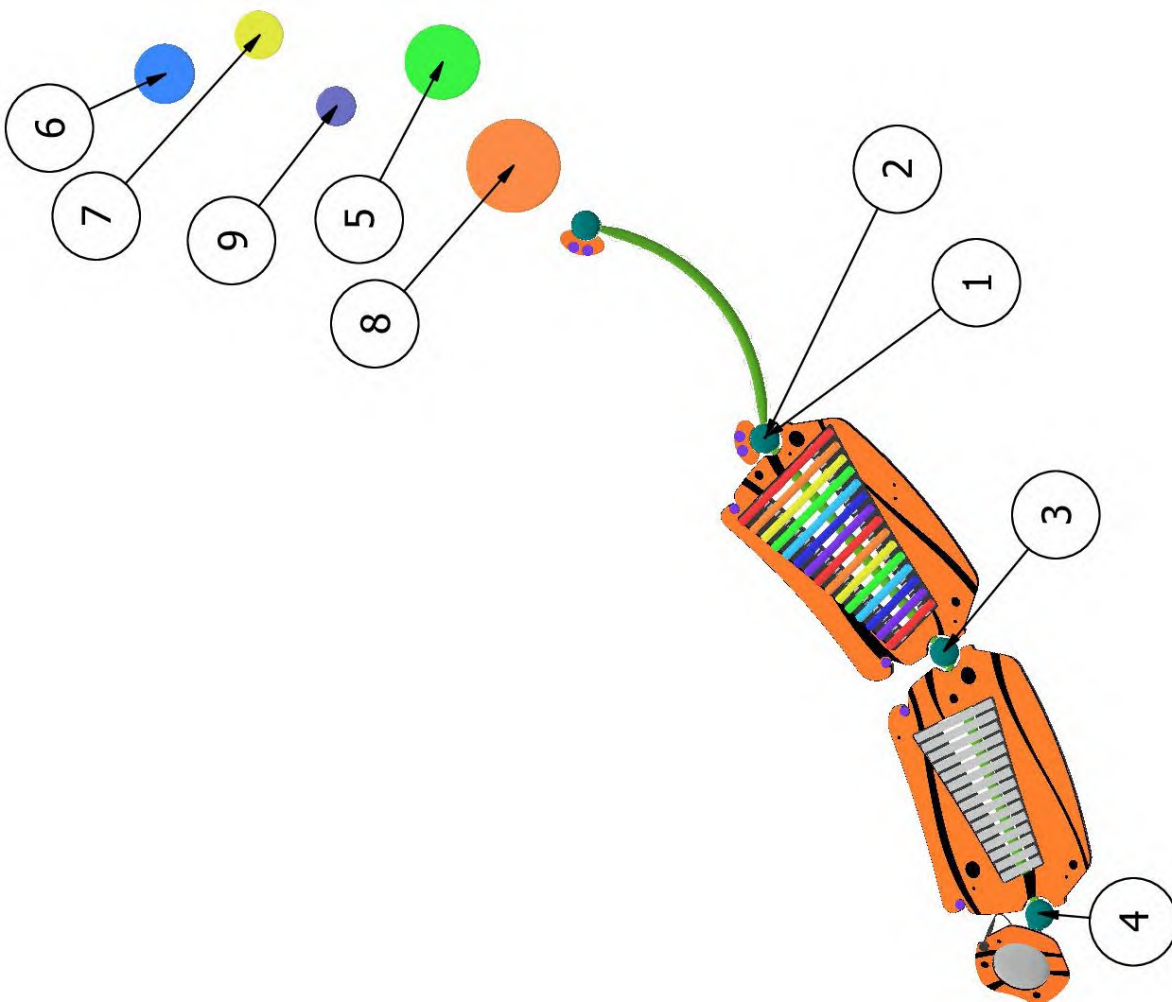
DESIGNED FOR AGES:
2 to 5



Buell Recreation
907-172351-2

Designer: Tugce Raasch

ITEM	COMP.	DESCRIPTION
1	570-0410	PLAYENSEMBLE TITAN CHIMES
2	570-0411	PLAYENSEMBLE SUPINE CHIMES HUE
3	570-0412	PLAYENSEMBLE TERRA METALLOPHONE
4	570-2732	PLAYENSEMBLE BABEL DRUM
5	560-0056	PLAYENSEMBLE CIRQUE DRUM IV
6	560-0057	PLAYENSEMBLE CIRQUE DRUM III
7	560-0058	PLAYENSEMBLE CIRQUE DRUM II
8	560-0055	PLAYENSEMBLE CIRQUE DRUM V
9	560-0059	PLAYENSEMBLE CIRQUE DRUM I



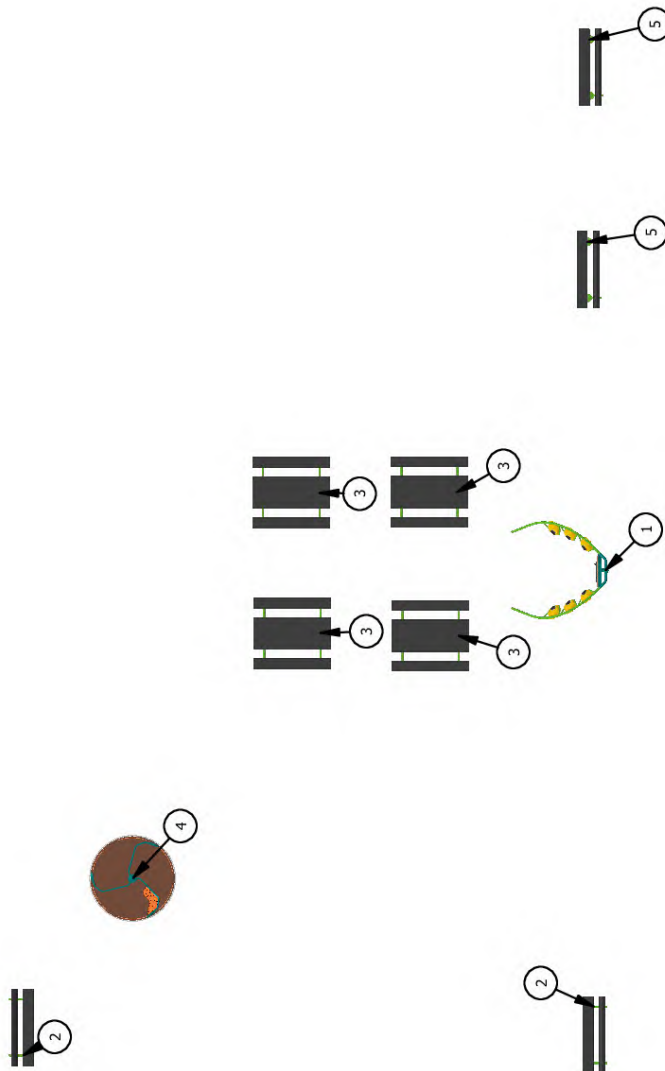
SERIES LINE: Nucleus Burke Basics		COMPONENT VIEW	
GROUP: PlayEnsemble	Rockaway Beach Park Rockaway Beach, OR 97136	10/06/2023	Buell Recreation 907-172351-2
DESIGNED FOR AGES: 2 to 12	Burke PLAY THAT MOVES YOU	Designer: Tugce Raasch	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			

ITEM	COMP.	DESCRIPTION
1	560-2644	20' X 25' X 8' SHADEPLAY MAX HIP SHADE SM

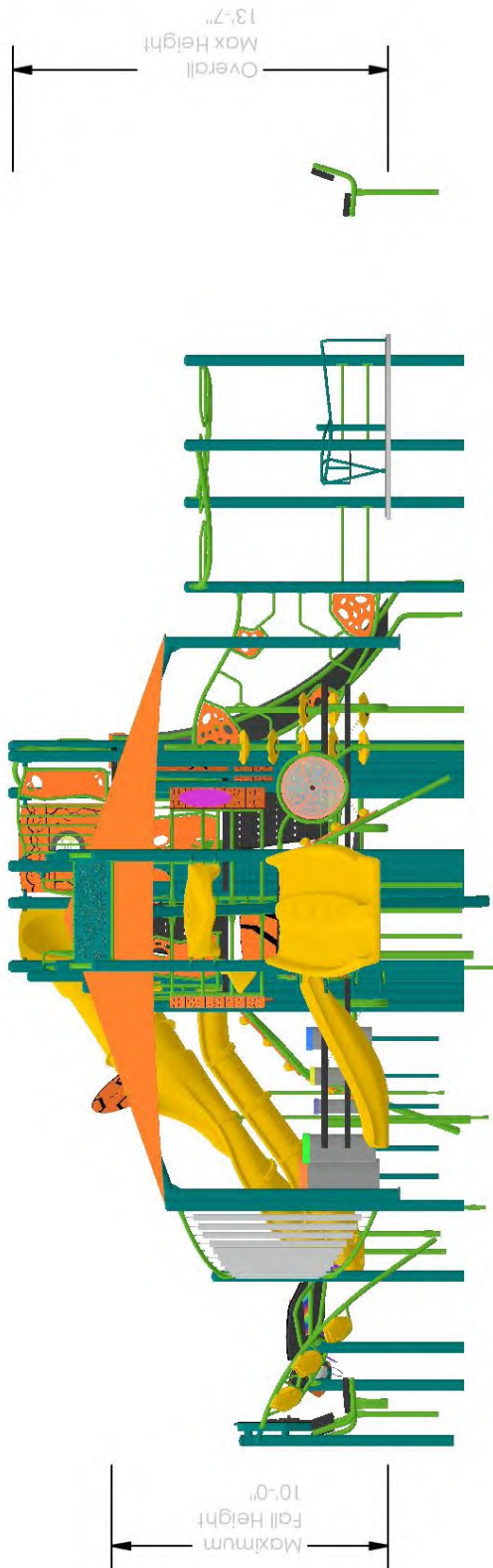


SERIES LINE: ShadePlay Max		COMPONENT VIEW
GROUP: ShadePlay Max	Rockaway Beach Park Rockaway Beach, OR 97136	10/06/2023
DESIGNED FOR AGES: 2 to 12	Burke PLAY THAT MOVES YOU	Buell Recreation 907-172351-2
		Designer: Tugce Raasch
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM		

ITEM	COMP.	DESCRIPTION
1	560-2625	MOVMT INCLUSIVE, FREESTANDING
2	580-0172	6' PVC TRADITIONAL BENCH W/BACK, STATIONARY
3	580-0176	6' PVC TRADITIONAL PICNIC TABLE, PORTABLE
4	560-0051	INCLUSIVE ORBIT
5	580-0190	6' PVC TRADITIONAL BENCH W/BACK SM



SERIES LINE: Burke Basics		COMPONENT VIEW	
GROUP: Freestanding	Rockaway Beach Park Rockaway Beach, OR 97136	10/06/2023	
DESIGNED FOR AGES: 2 to 12	Burke PLAY THAT MOVES YOU	Buell Recreation 907-172351-2	
		Designer: Tugce Raasch	
BCI BURKE COMPANY, LLC PO BOX 549 FOND DU LAC, WI 54936-0549 920.921.9220 BCIBURKE.COM			



SERIES LINE: Burke Basics | Nucleus | Intensity | ShadePlay Max

ELEVATION VIEW

GROUP:
 5-12 Structure | 2-5
 Structure | PlayEnsemble | ShadePlay
 Max | Free-standing
DESIGNED FOR AGES:
 5 to 12, 2 to 5, 2 to 12

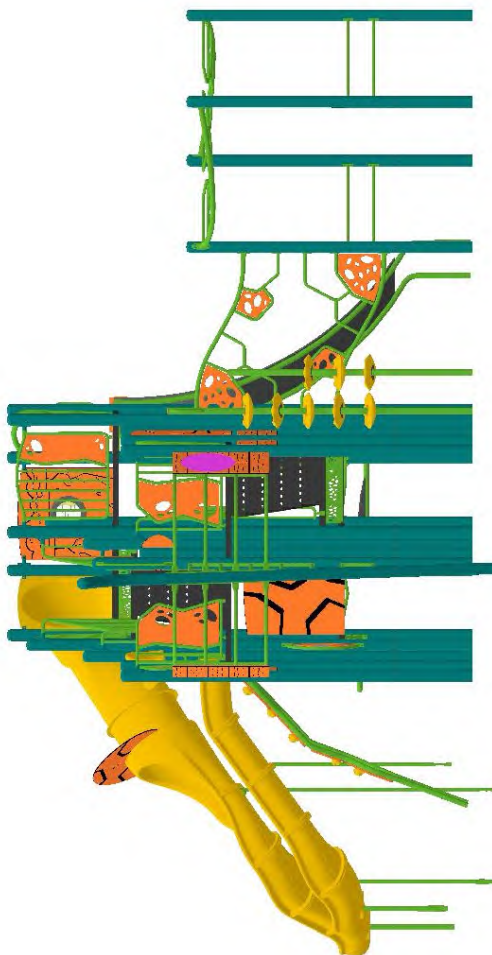
Rockaway Beach Park
 Rockaway Beach, OR 97136

10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch





SERIES LINE: Nucleus | Intensity | Burke Basics

ELEVATION VIEW

GROUP:
5-12 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

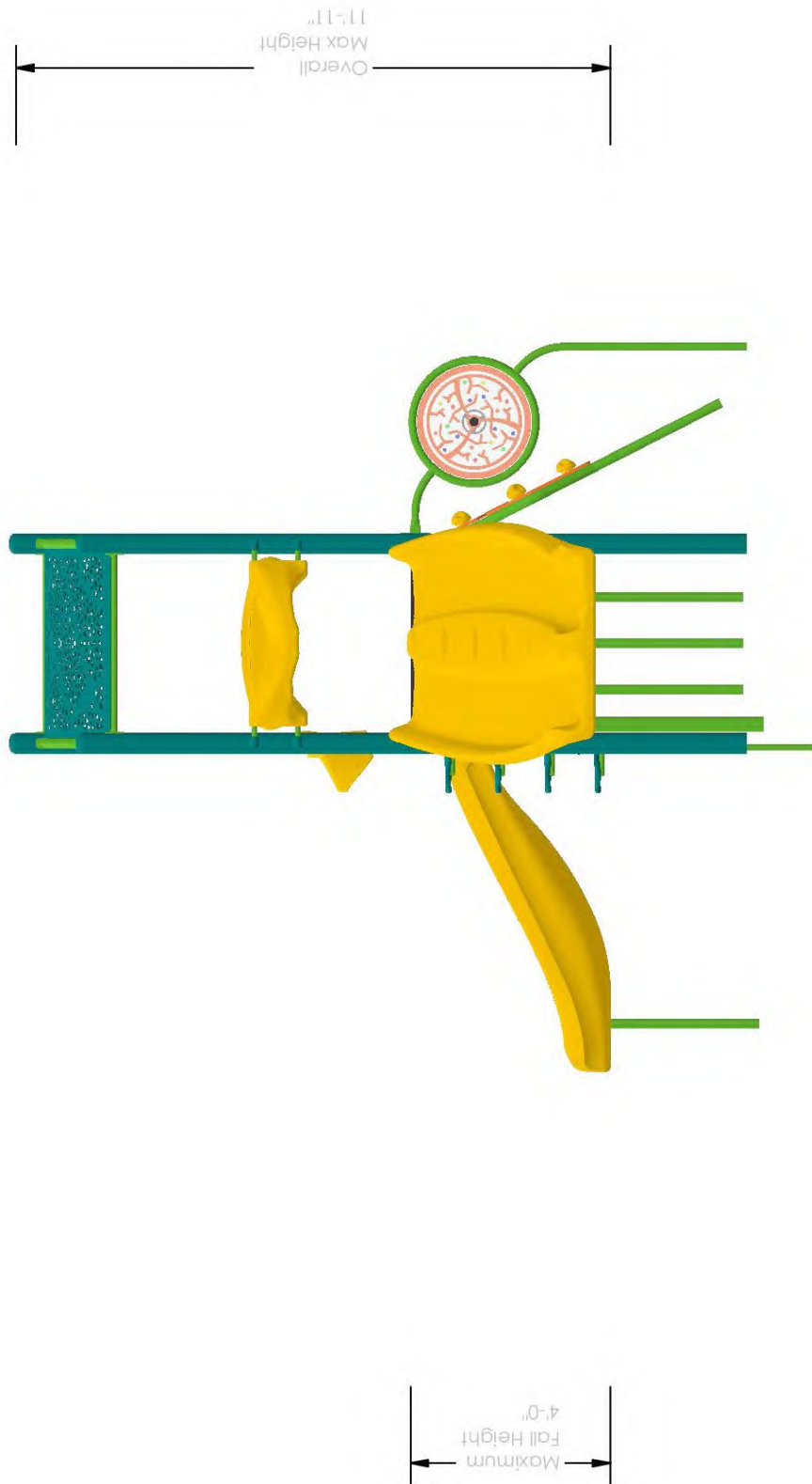
10/06/2023

DESIGNED FOR AGES:
5 to 12

Buell Recreation
907-172351-2



Designer: Tugce Raasch



SERIES LINE: Nucleus | Intensity | Burke Basics

ELEVATION VIEW

GROUP:
2-5 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

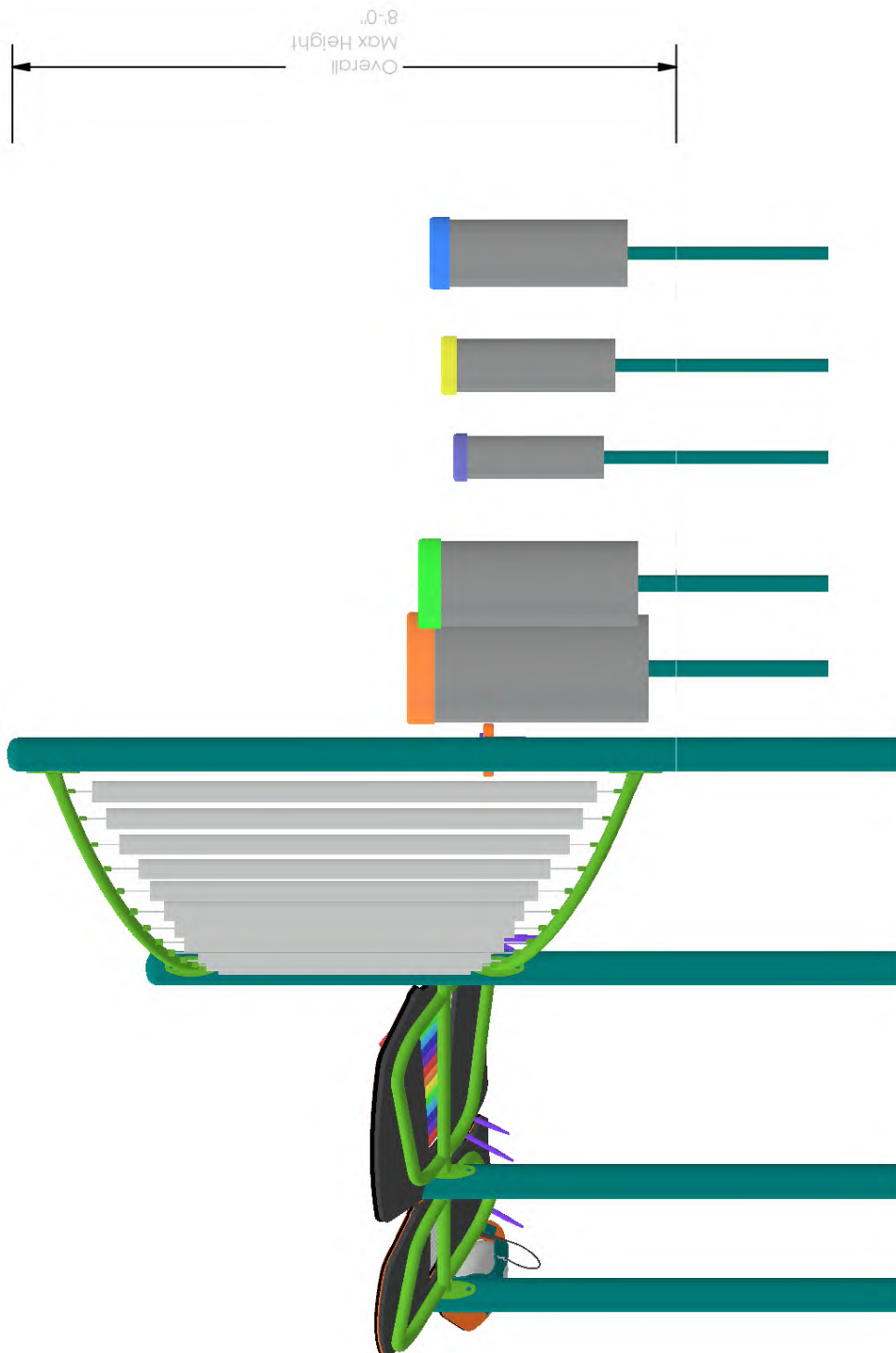
10/06/2023

DESIGNED FOR AGES:
2 to 5

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: Nucleus | Burke Basics

ELEVATION VIEW

GROUP:
PlayEnsemble

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

DESIGNED FOR AGES:
2 to 12

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: ShadePlay Max

ELEVATION VIEW

GROUP:
ShadePlay Max

Rockaway Beach Park
Rockaway Beach, OR 97136

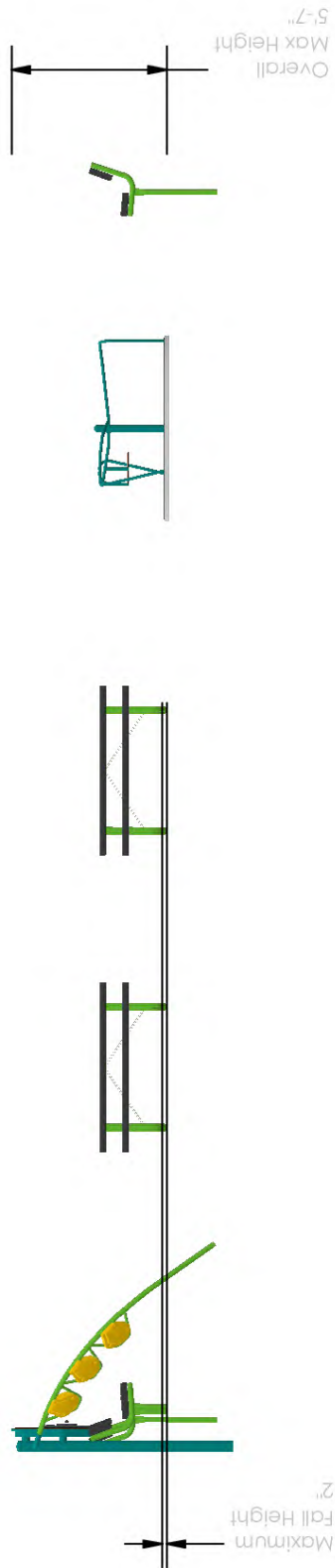
10/06/2023

DESIGNED FOR AGES:
2 to 12

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: Burke Basics

GROUP:
Freestanding

DESIGNED FOR AGES:
2 to 12

Rockaway Beach Park
Rockaway Beach, OR 97136



ELEVATION VIEW

10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: Burke Basics | Nucleus | Intensity | ShadePlay Max

ISOMETRIC VIEW

GROUP:
5-12 Structure | 2-5
Structure | PlayEnsemble | ShadePlay
Max | Free-standing
DESIGNED FOR AGES:
5 to 12, 2 to 5, 2 to 12

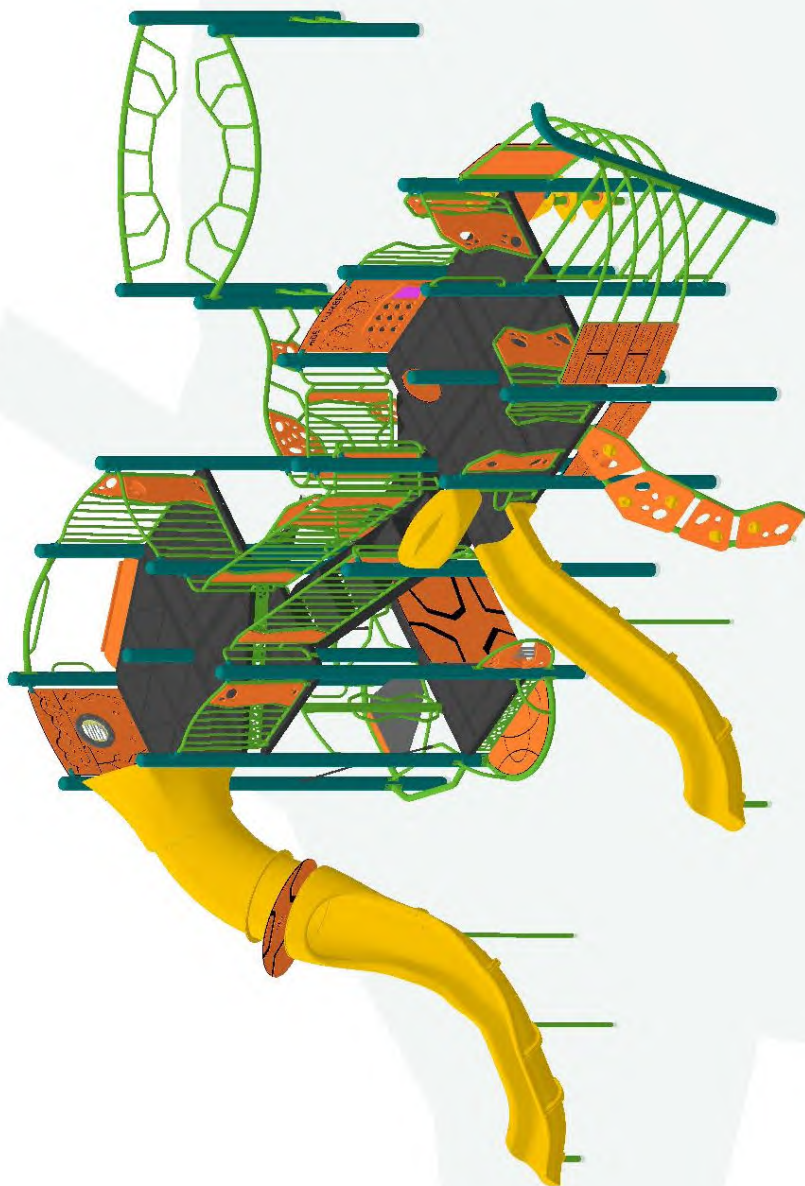
Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch





SERIES LINE: Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
5-12 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

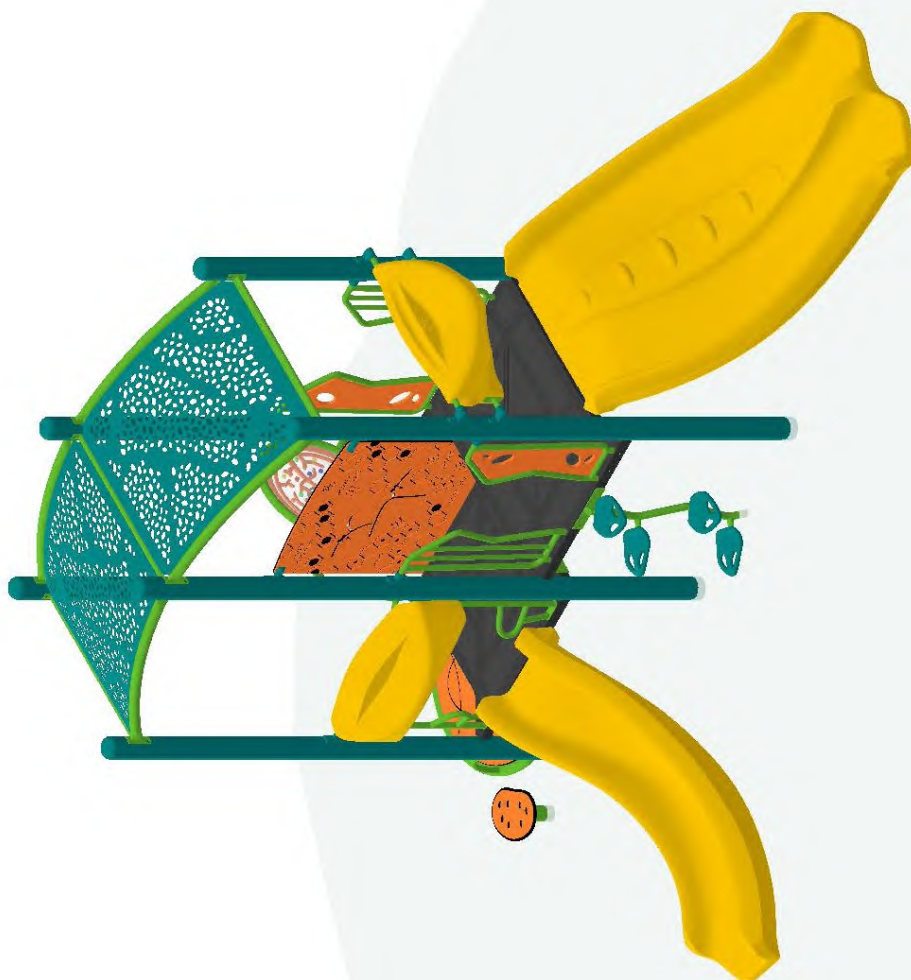
10/06/2023

DESIGNED FOR AGES:
5 to 12

Buell Recreation
907-172351-2

Designer: Tugce Raasch





SERIES LINE: Nucleus | Intensity | Burke Basics

ISOMETRIC VIEW

GROUP:
2-5 Structure

Rockaway Beach Park
Rockaway Beach, OR 97136

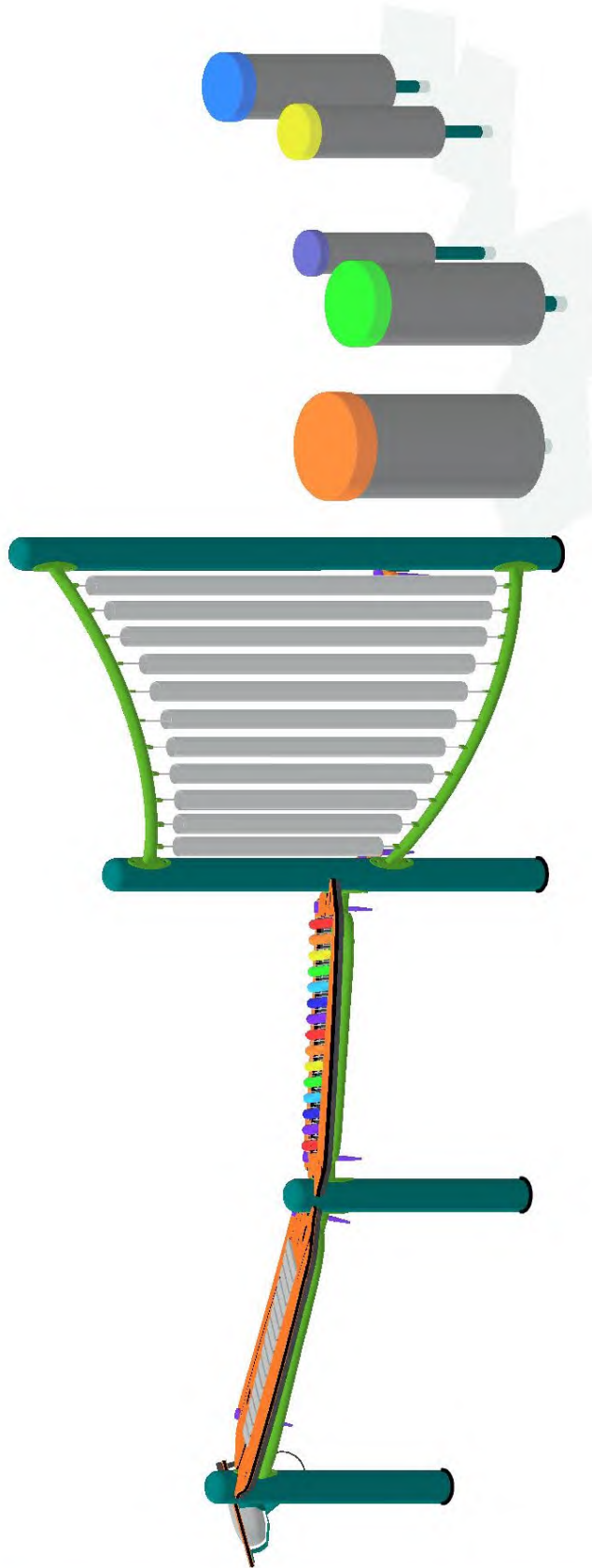
10/06/2023

DESIGNED FOR AGES:
2 to 5

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: Nucleus | Burke Basics

ISOMETRIC VIEW

GROUP:
PlayEnsemble

Rockaway Beach Park
Rockaway Beach, OR 97136

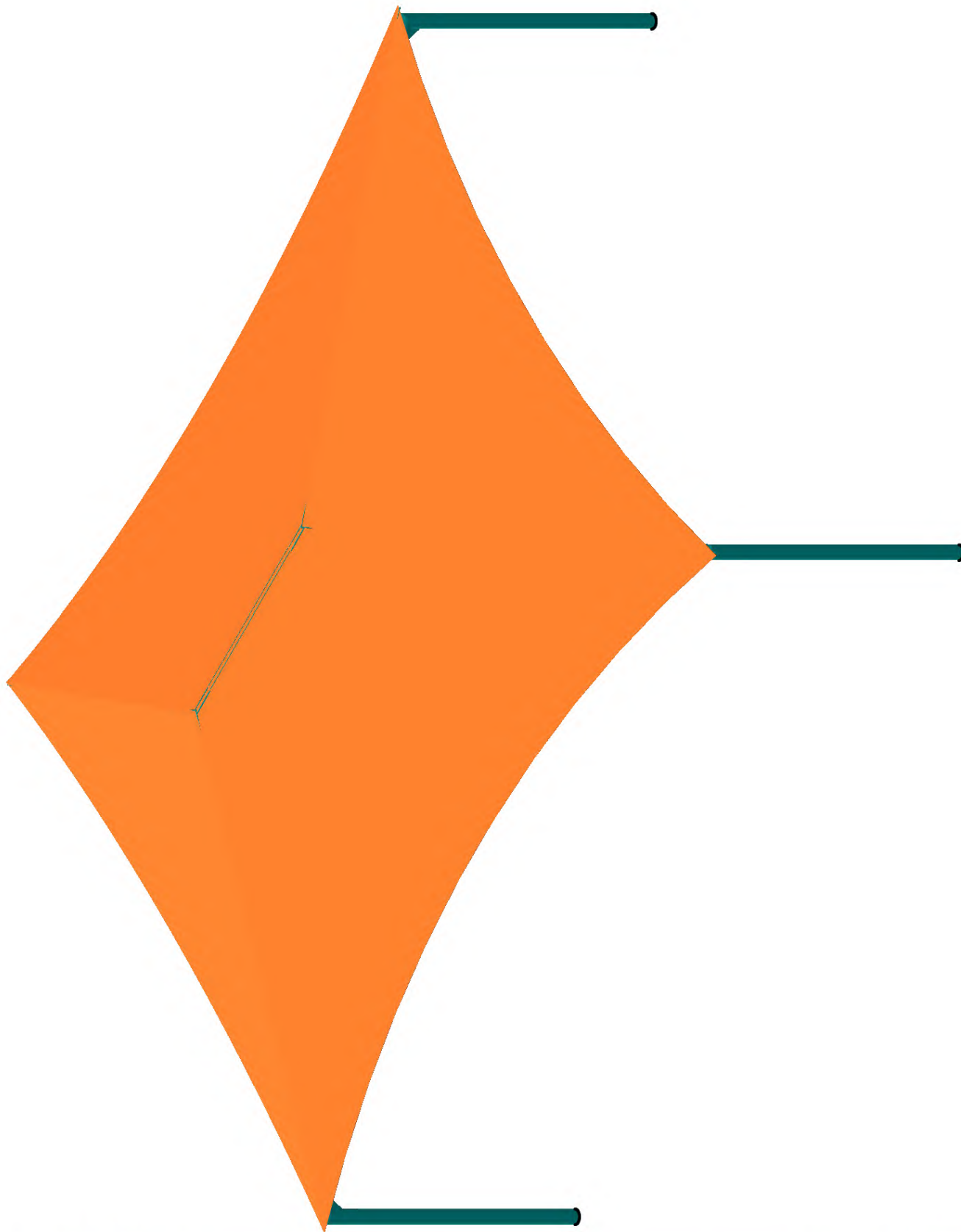
10/06/2023

DESIGNED FOR AGES:
2 to 12

Burke
PLAY THAT MOVES YOU

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: ShadePlay Max

GROUP:
ShadePlay Max

DESIGNED FOR AGES:
2 to 12

Rockaway Beach Park
Rockaway Beach, OR 97136

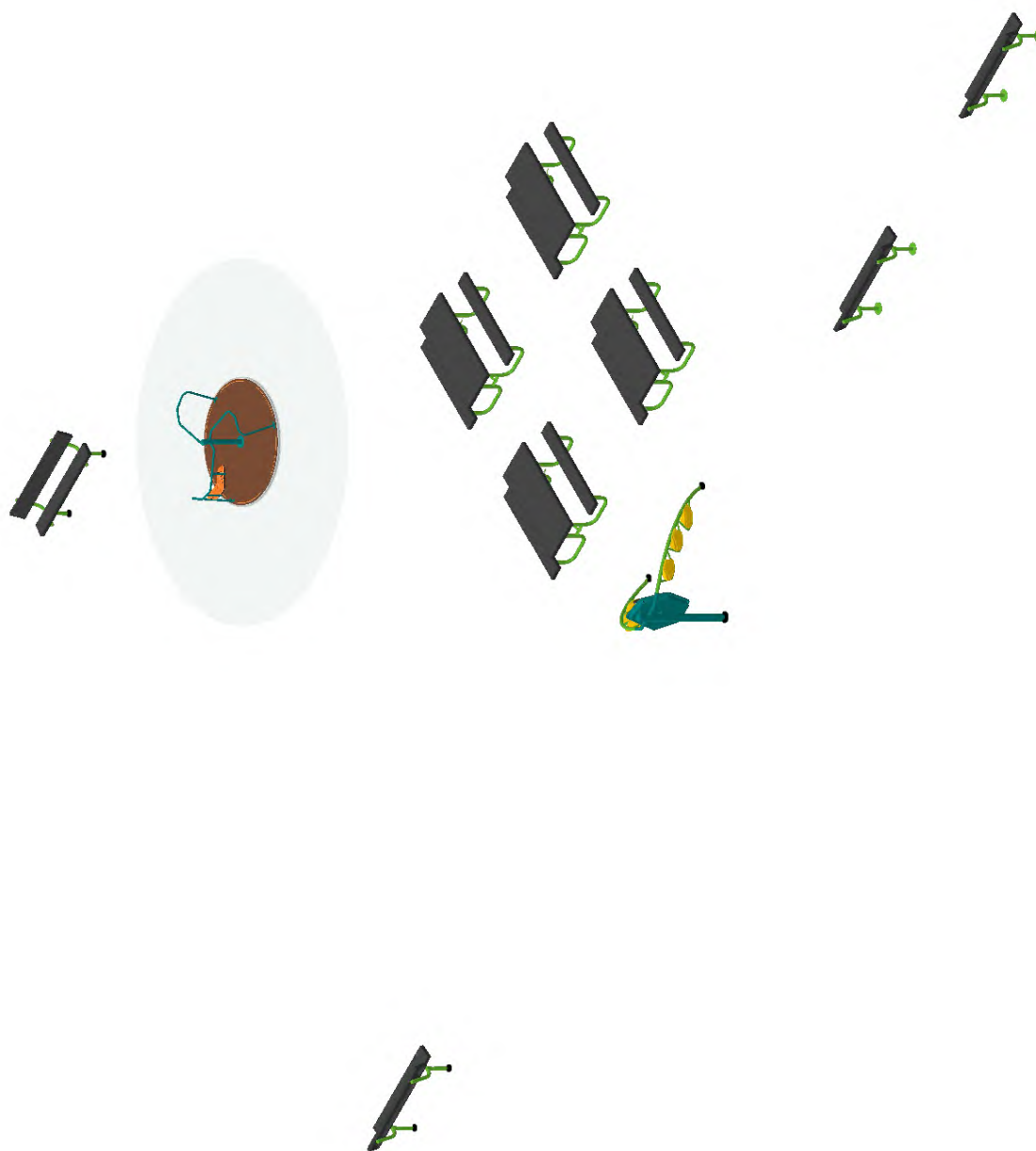
Burke
PLAY THAT MOVES YOU

ISOMETRIC VIEW

10/06/2023

Buell Recreation
907-172351-2

Designer: Tugce Raasch



SERIES LINE: Burke Basics

ISOMETRIC VIEW

GROUP:
Freestanding

Rockaway Beach Park
Rockaway Beach, OR 97136

10/06/2023

DESIGNED FOR AGES:
2 to 12

Buell Recreation
907-172351-2

Designer: Tugce Raasch



The play components identified in this proposal are IPEMA certified. The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org.



The space requirements shown in this proposal are to ASTM standards. Requirements for other standards may be different.

Component No.	Description	Qty	User Cap	Ext. User Cap	Weight	Ext. Weight
---------------	-------------	-----	----------	---------------	--------	-------------

5-12 Structure

Nucleus

072-0500-120C	5" OD X 120" CAPPED POST	4	0	0	63	252
072-0500-140C	5" OD X 140" CAPPED POST	1	0	0	74	74
072-0500-148C	5" OD X 148" CAPPED POST	5	0	0	78	390
072-0500-160C	5" OD X 160" CAPPED POST	1	0	0	84	84
072-0500-164C	5" OD X 164" CAPPED POST	2	0	0	86	172
072-0500-180C	5" OD X 180" CAPPED POST	1	0	0	94	94
072-0500-188C	5" OD X 188" CAPPED POST	1	0	0	99	99
072-0500-196C	5" OD X 196" CAPPED POST	6	0	0	103	618
072-0504-10B	5" OD X 10" STUBBY POST	1	0	0	6	6
270-0009	8" CLOSURE PLATE, ELLIPSE	1	0	0	8	8
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0122	EVOLUTION OFFSET ENCLOSURE	3	0	0	34	102
270-0130	SQUARE PLATFORM	6	6	36	106	636
270-0132	HALF HEXAGON PLATFORM	1	6	6	144	144
270-0292	EVOLUTION CENTER MOUNT ENCLOSURE	2	0	0	40	80
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	2	4	8	108	216
370-0041	EVOLUTION 40" TRANSITION STAI...	2	8	16	301	602
370-0141	SHIP BOW CLIMBER 72"	1	12	12	371	371
370-0204	LINX LEVITATE CLIMBER	1	6	6	223	223
370-0224	VICTORY CLIMBER	1	1	1	328	328
370-0234	FORMIS LADDER 72	1	6	6	115	115
370-0247	END RUNGS	2	1	2	10	20
370-1703	NUCLEUS CORE CROSS SUPPORT	2	0	0	32	64
370-1709	NUCLEUS CORE TRANSFER BELT	1	2	2	60	60
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0741	VIPER R 64-72 W/O HOOD	1	2	2	152	152
470-0788	COBRA SLIDE FUSION "S" RIGHT ...	1	2	2	324	324
470-0805	SLIDE HOOD, HIGH SIDE WALL	1	0	0	32	32
570-0100	EVOLUTION BARRIER	3	0	0	52	156
570-0742	SHIP BOARD PANEL 17", BELOW P...	3	0	0	22	66
570-1863	RAIN WHEEL PANEL	1	2	2	59	59
570-2706	CHIMES CRESCENT PANEL, LEFT	1	1	1	17	17
570-2713	HIDE THE NUMBERS PANEL	1	2	2	69	69
570-2737	PINBALL PANEL	1	1	1	53	53
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
660-0103	MAINTENANCE KIT, STRUCTURE	1	0	0	7	7
660-0104	INSTALLATION KIT, STRUCTURE	1	0	0	5	5
670-0408	POST MOUNTED SHIP'S WHEEL ASS...	1	1	1	7	7

5-12 Structure

Intensity						
370-1684	ROUND-A-BOUT, NUCLEUS	1	12	12	115	115

5-12 Structure**Burke Basics**

560-0066	FS APPROACH CLIMBER, 3 POD	1	3	3	60	60
560-0068	FS APPROACH CLIMBER, 5 POD	1	5	5	84	84

Freestanding**Burke Basics**

560-0051	INCLUSIVE ORBIT	1	6	6	667	667
560-2625	MOVMT INCLUSIVE, FREESTANDING	1	2	2	328	328
580-0172	6' PVC TRADITIONAL BENCH W/BA...	2	0	0	119	238
580-0176	6' PVC TRADITIONAL PICNIC TA...	4	0	0	261	1044
580-0190	6' PVC TRADITIONAL BENCH W/BA...	2	0	0	115	230
660-0101	INSTALL KIT, BURKE BASICS - P...	1	0	0	2	2

PlayEnsemble**Nucleus**

072-0500-108C	5" OD X 108" CAPPED POST	1	0	0	57	57
072-0500-128C	5" OD X 128" CAPPED POST	1	0	0	67	67
072-0500-72C	5" OD X 72" CAPPED POST	2	0	0	38	76
570-0410	PLAYENSEMBLE TITAN CHIMES	1	2	2	121	121
570-0411	PLAYENSEMBLE SUPINE CHIMES HUE	1	2	2	93	93
570-0412	PLAYENSEMBLE TERRA METALLOPHONE	1	2	2	93	93
570-2732	PLAYENSEMBLE BABEL DRUM	1	1	1	14	14

PlayEnsemble**Burke Basics**

560-0055	PLAYENSEMBLE CIRQUE DRUM V	1	2	2	48	48
560-0056	PLAYENSEMBLE CIRQUE DRUM IV	1	1	1	32	32
560-0057	PLAYENSEMBLE CIRQUE DRUM III	1	1	1	25	25
560-0058	PLAYENSEMBLE CIRQUE DRUM II	1	1	1	19	19
560-0059	PLAYENSEMBLE CIRQUE DRUM I	1	1	1	17	17

2-5 Structure**Nucleus**

072-0500-160C	5" OD X 160" CAPPED POST	4	0	0	84	336
072-0500-176C	5" OD X 176" CAPPED POST	2	0	0	92	184
270-0009	8" CLOSURE PLATE, ELLIPSE	2	0	0	8	16
270-0120	EVOLUTION UNITARY ENCLOSURE	2	0	0	34	68
270-0136	SPLIT SQUARE PLATFORM	1	4	4	103	103
270-0301	SPLIT SQUARE PLATFORMCLOSURE ...	1	4	4	108	108

370-0089	LEAF CLIMBER 40" - 48"	1	4	4	41	41
370-0231	FORMIS LADDER 48	1	3	3	71	71
470-0075	CRESCENT PLATFORM	1	1	1	52	52
470-0755	LUGE SLIDE, 48"-56"	1	4	4	198	198
470-0802	MONACO SLIDE, 32"-40"	1	2	2	70.6	70.6
470-0804	SLIDE HOOD, LOW SIDE WALL	1	0	0	32	32
470-0808	EVOLUTION ROOF BOTTOM EDGE	2	0	0	13	26
470-0810	SQUARE ROOF TOP EDGE, TWO SIDES	1	0	0	14	14
470-0867	EVOLUTION SQUARE ROOF	2	0	0	76	152
570-2664	BEE PANEL	1	2	2	45	45

2-5 Structure

Intensity

570-2703	COLLISION RING PANEL	1	1	1	48	48
----------	----------------------	---	---	---	----	----

2-5 Structure

Burke Basics

580-1364	LIL NOVO BEAN STEP	1	1	1	28	28
----------	--------------------	---	---	---	----	----

ShadePlay Max

ShadePlay Max

560-2644	20' X 25' X 8' SHADEPLAY MAX ...	1	0	0	757	757
----------	----------------------------------	---	---	---	-----	-----

COLOR SELECTION LIST | Default Color Option

GROUP 1 (Freestanding)

Post: Aqua
 Panel: Orange-Black-Orange
 Plastic: Yellow
 Acc: Lime
 PSteel: Gray

GROUP 2 (5-12 Structure)

Deck: Gray
 Post: Aqua
 Flat: Orange
 Acc: Lime
 Panel: Orange-Black-Orange
 Plastic: Yellow

GROUP 3 (PlayEnsemble)

Flat: Orange
 Acc: Lime
 Post: Aqua
 Panel: Orange-Black-Orange

GROUP 4 (2-5 Structure)

Deck: Gray
 Post: Aqua
 Flat: Orange
 Acc: Lime
 Plastic: Yellow
 Panel: Orange-Black-Orange

GROUP 5 (ShadePlay Max)

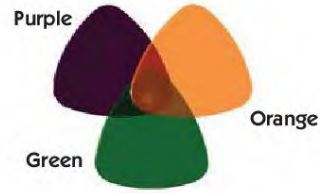
Post: Aqua
 Canopy: Orange

COLORS THAT MOVE YOU

POWDER COAT PAINT



SOLIS HUE TOPPERS



ROCKIT CLIMBERS



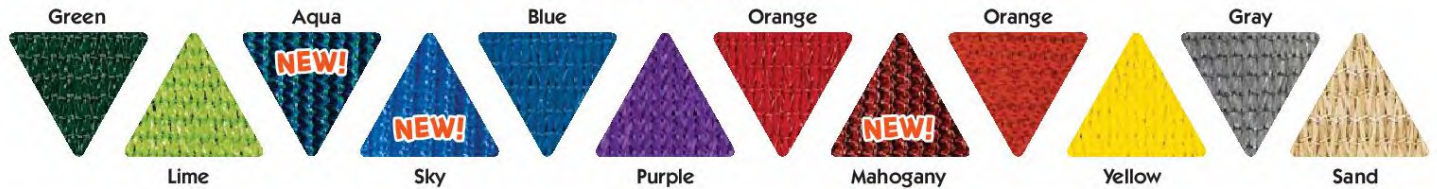
PLATFORMS



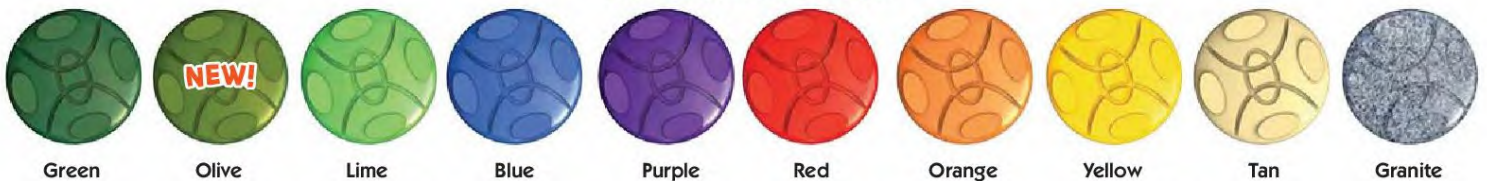
HDPE PLASTIC PANELS



SHADE CANOPIES



ROTOMOLD PLASTIC



VISIT BCIBURKE.COM/COLOR TO CUSTOMIZE YOUR PLAYGROUND COLORS!

BURKE GENERATIONS WARRANTY®

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of shipment.

We stand behind our products. In addition, the following products are warranted, under normal use and service from the date of shipment as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Synergy™, Nucleus®, Voltage®, Little Buddies®, ELEVATE®, ACTIVATE®, INVIGORATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Synergy™, Intensity®, Nucleus®, Voltage®, Little Buddies®, ELEVATE®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on structure platforms and decks, metal roofs, table tops, bench tops, railings and barriers against structural failure due to materials or workmanship.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables and LEVEL X® flex bridge against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on moving parts, including swing components, against structural failure due to materials or workmanship.
- Five (5) Year Limited Warranty on PlayEnsemble® cables and mallets against defects in materials and workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

The environment near a saltwater coast can be extremely corrosive. Some corrosion and/or deterioration is considered "normal wear" in this environment. Product installed within 500 yards of a saltwater shoreline will only be covered for half the period of the standard product warranty, up to a maximum of five years, for defects caused by corrosion. Products installed in direct contact with saltwater or that are subjected to salt spray are not covered by the standard warranty for any defects caused by corrosion.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2021

Buell Recreation LLC
 7327 SW Barnes Rd #601
 Portland, OR 97225
 +1 5039221650
 admin@buellrecreation.com



Quote

ADDRESS
Rockaway Beach City 276 S Hwy 101 Rockaway Beach, OR 97136

SHIP TO
Rockaway Beach Park 220 S Anchor Street Rockaway Beach, OR 97136

QUOTE #	DATE	EXPIRATION DATE
R23-0161E	10/05/2023	11/05/2023

SALES REP
 Kati

PROJECT
 Option C- Revised

ACTIVITY	QTY	RATE	AMOUNT
Play Structure BCI Burke Structure per proposal #907-172351-2	1	180,209.00	180,209.00
Sourcewell Discount Sourcewell Contract Discount per Contract #010521-BUR	1	-18,020.90	-18,020.90
Surface Mount Additional cost for Surface Mount Inclusive Orbit and Formis Climbers cannot be surface mounted.	1	3,100.00	3,100.00
Freight Shipping -does not include off loading Forklift generally required for offloading	1	9,275.00	9,275.00
Buell Billing Please make payment to Buell Recreation and email to rachel@buellrecreation.com	1	0.00	0.00
Sourcewell Contract Sourcewell Publicly Solicited Contract #: 010521-BUR Rockaway Beach ID# 129063 https://www.sourcewell-mn.gov/	1	0.00	0.00
Materials Only This quote is for materials only and does not include installation or unloading of product.	1	0.00	0.00
Lead Time Lead Time is approx. 10-11 weeks from receipt of your completed order and payment (if required). Lead times can fluctuate so please inquire upon time of ordering. We are making every effort to increase our capacity and improve our lead times.	1	0.00	0.00

TOTAL

\$174,563.10

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

Accepted By

Accepted Date

Buell Recreation LLC
 7327 SW Barnes Rd #601
 Portland, OR 97225
 +1 5039221650
 admin@buellrecreation.com



Quote

ADDRESS
Rockaway Beach City 276 S Hwy 101 Rockaway Beach, OR 97136

SHIP TO
Rockaway Beach Park 220 S Anchor Street Rockaway Beach, OR 97136

QUOTE #	DATE	EXPIRATION DATE
R23-0204E	10/05/2023	11/05/2023

SALES REP
 Kati

PROJECT
 Rubber Tiles

ACTIVITY	QTY	RATE	AMOUNT
Rubber Tiles 882- Burke Tiles- 4-1/4" Standard Buffing per attached drawing. Adhesive and freight included.	1	66,806.00	66,806.00
Materials Only This quote is for materials only and does not include installation or unloading of product.	1	0.00	0.00
Buell Billing Please make payment to Buell Recreation and email to rachel@buellrecreation.com	1	0.00	0.00
Terms Govt. Govt. Purchase Order with payment due 30 days from product shipment and services such as installations due upon completion. Equipment may be invoiced separately from other services and are payable in advance of project/supply or completion. No retainage.	1	0.00	0.00

TOTAL **\$66,806.00**

PLACING AN ORDER: Upon ordering please review and return this signed quote with a copy of your purchase order and tax exempt certificate, if applicable. Please mark any changes on the quote such as billing/shipping address, drivers contact and color selection. IF INSTALLATION IS INCLUDED: This quote does not include Prevailing Wages, Davis Bacon Wages or Performance Bonds unless noted. Owner is responsible for site preparation unless otherwise noted.

Accepted By

Accepted Date

Rockaway Beach Community Grant Application

SEP 05 REC'D

276 S Hwy 101 | PO Box 5 Rockaway Beach OR 97136 | Ph. (503) 374-1752 | www.corb.us



The City of Rockaway Beach may provide community grants to non-profit entities and organizations that serve the Rockaway Beach community. Community entities and organizations that serve the Rockaway beach community, but are not designated non-profits, will need to meet at least one of the following criteria to be eligible for a grant:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Generates/supports economic activities in Rockaway Beach.

In evaluating requests, the city will consider the following criteria:

- The requesting organization's history of success and fulfilment of previous grant obligations.
- The organizational and financial stability of the requesting organization.
- The number and types of community members served by the request.
- The ability to measure and track effectiveness of the project or service.
- Grant funds will not be used for travel, budget deficits or for routine operating expenses.

Please type or print clearly:

1. Organization: Rockaway Writers Rendezvous
2. Non-Profit #: _____
3. Mailing Address: 7835 Seattle Avenue, Bay City, Oregon 97107
4. Telephone No.: 503-812-8282
5. Email: dback01@gmail.com
6. Contact Person: Don Backman
7. Requested Amount: \$5,000.00
8. Project/Use for funds: Rockaway Writers Rendezvous
9. Attach a letter explaining how the funds will be used, how the evaluation criteria will be met, and any other information relevant to the request and Community Grant Policy guidelines.

Return completed applications and letters to one of the following:

- 1) CityHall@Corb.us
- 2) City of Rockaway Beach
Community Grants
276 S Hwy 101, PO Box 5
Rockaway Beach OR 97136

For additional information please contact the City Hall at CityHall@corb.us or by calling 503-374-1752.

City of Rockaway Beach

Policy: Community Grant Criteria

Number: CG2023

Effective Date: 2023

Approval: City Council

- I. **Policy:** It is the policy of the City of Rockaway Beach to provide assistance to non-profits and for-profit entities and organizations, who serve the Rockaway Beach community!

Community entities and organizations that serve the Rockaway Beach community, but are not designated non-profits, will need to meet at least one of the following criteria to be eligible for a grant:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Generates/supports economic activate in Rockaway Beach.

In evaluating requests from non-profit and for-profits entities and organizations the city will consider the following:

- The requesting organization's history of success
- The organizational and financial stability of the requesting organization.
- The number and types of the community members served by the request.
- The ability to measure and track the effectiveness of the project or service.
- The community grant funds will not be used for travel, budget deficits or for routine operating expenses.

- II. **Purpose:** To set forth the procedures, terms and conditions under which the City will consider making grant awards to community entities & organizations as budgeted funds allow.

III. **Procedures:**

City of Rockaway Beach

- ❖ In reviewing the annual budget, the City Budget Committee will set an amount targeted for community assistance grants.
- ❖ Publish an announcement on the City Website announcing the city will be accepting Community Grant applications. The announcement will continue to run until the application due date.
- ❖ Collect date stamped applications until the deadline.
- ❖ Create a spreadsheet of all the community grant requests received.
- ❖ Schedule a regular City Council meeting for the City Council to discuss and determine who the grant recipients will be and the dollar amount of the grant. The City Council approves the grant recipients and amounts.

- ❖ The City Council approves the City Budget. The grant award is contingent on the Council's approval of the budget and appropriation of funds for the community grants for the upcoming fiscal year.
- ❖ Send a letter to the entities confirming grant amount awarded.
- ❖ Send a letter of regret to entities that were not chosen to receive grants.

Community Grant Applicant

- ❖ Submit a Community Grant application prior to the deadline along with a letter supporting the request. The letter should include how the funds will be used, including the benefit to citizens, number, and types (children, seniors etc.) of community members served, positive impacts to the community and any other information relevant to the request. Each evaluation criteria should be addressed for the application to be consider complete.
- ❖ Provide a letter to the City of Rockaway Beach upon completion of the project/or fiscal year end detailing how the funds were used. This shall include a leger of expenses and including recipes for all grant expenditures.
- ❖ Attend a City Council meeting and present how the money was spent, and how it benefitted the community.

September 5, 2023

Rockaway Beach Community Grant Application

Project Name: 2nd Annual Rockaway Writers Rendezvous Workshops

Project Applicant: Rockaway Writers Rendezvous

Amount requested: \$5,000.00

Background:

The Rockaway Writers Rendezvous is a Writer's Workshop targeting all genres of writing and includes short and long fiction, short and long non-fiction, poetry, cookbooks, and songwriting. The event features a three-day series of individual workshops led by experienced authors in various genres. Funds are raised by an entrance fee. Last year this fee was \$10.00. Funds are also raised by raffles and by donations. This is a three-day event.

The event is designed to raise funds for the Neah-Kah-Nie High School scholarship fund and is earmarked for students going to college to study writing in one of its many forms. This last year, the Rockaway Writers Rendezvous awarded two \$500 scholarships to two 2022 graduates. All proceeds benefit scholarships for Neah-Kah-Nie students attending colleges of their choice. The partnering organizations are the Tillamook County Parks Foundation and a growing list of local non-profit and educational organizations and institutions.

Eligibility: The Rockaway Beach Writers Rendezvous is not yet a 501C3 non-profit. However, this project provides essential educational opportunities for children and seniors through the Rockaway Writers Rendezvous workshops. These workshops will bring residents and visitors to Rockaway Beach who will likely purchase beverages and food at local businesses. In addition, this will benefit students from the entire Neah-Kah-Nie school district. We believe our project meets the eligibility requirements.

Criteria:

1. The requesting organizations' history of success and fulfillment of previous grant obligations.
- ❖ The first year of Rockaway Writers Rendezvous was a success. As a first-year activity, it brought an estimated 350 visitors to the community for the three-day event during the off-season.
- ❖ The partnering non-profit organization, the Tillamook County Parks Foundation, has been in existence since 2017. During the 6 years of the foundation's existence, it has been involved in successful charitable operations. The Rockaway Writers Rendezvous is an example of current activity.
- ❖ This is our first grant application. The Rockaway Writers Rendezvous operated during the April, 2023 event through the donation of space in the Rockaway Roastery, a local business which also was one of the sponsors of the event. Local businesses and businesses throughout Neah-Kah-Nie School District ranging from Manzanita to Bay City donated services and raffle items. Cosmo Jones donated website development and publication design. The Beach Beagle printed fliers and posters. The committee donated their time toward planning and putting on the event. The

Tillamook County Parks Foundation agreed to donate their time to partner and handle donations and funds.

- ❖ The Rockaway Writers Rendezvous is the project applicant and operates in partnership with the Tillamook County Parks Foundation, a 501 C3 organization.

2. The organizational and financial stability of the requesting organization.

The requesting organization is the Rockaway Writers Rendezvous event committee in partnership with the Tillamook County Parks Foundation. All funds are handled by the Tillamook County Parks Foundation which this year will require 5% for administrative purposes.

3. The number and types of community members served by the request.

- ❖ The Rockaway Writers Rendezvous will serve approximately 700 school-age students through supporting Journalism and Writing in the Neah-Kah-Nie School District.
- ❖ This program will also benefit senior citizens in Rockaway Beach and North Tillamook County through the development of writing activities such as workshops, seminars, speakers, and open microphones. Many seniors in Rockaway Beach, whether full-time or part-time residents are involved in various forms of writing and author many works each year. Senior Citizens represent an estimated 30% of the Rockaway Beach population.
- ❖ Rockaway Beach is a center of writing activities, including the Oregon Writers Colony. The Oregon Writers Colony Retreat House is located in Rockaway Beach.

4. The ability to measure and track the effectiveness of the project or service.

- ❖ The Rockaway Writers Rendezvous committee maintained careful records through the 2023 planning and event.
- ❖ As a 501 c3 non-profit, The Tillamook County Parks Foundation handled donations and created financial records.

5. Grant funds will not be used for travel, budget deficits, or for routing operating expenses.

- ❖ Grant funds will not be used for travel, budget deficits, or for routine operating expenses. Grant funds will be used for event promotion, venue costs, equipment and furnishing rentals, contest prizes, student awards, an anthology of student works, and a stipend for workshop leaders.

Budget:

- Student and Contest Participant Anthology:
 - Graphic Designer \$650-800
 - Editor: \$350-600

- Printing (100 copies) \$1,100.00
- Student Contest Prizes: \$500
- Adult contest prizes: \$500.00
- Total cost for contest and anthology: \$3,000.00
- Note: The committee intends to seek donated services and prizes as much as possible to reduce the Anthology cost. Anthologies will also be available for purchase by participants, families, and other interested parties after the event, offsetting the cost.
- Rockaway Writers Rendezvous Venues:
 - Facilities rental fees:
 - Rockaway Beach City Hall Rental Fees:
 - St. Mary's By the Sea meeting hall:
 - Oregon Writers Colony Meeting House: 00.00 (donated)
 - Rockaway Roastery: Donated meeting space
- Tillamook County Parks Foundation administration fee – 5%
- Advertisement and promotion:
 - Tillamook County Pioneer: 00.00 Donated
 - Headlight Herald: 00.00 Donated
 - KTIL Radio: 00.00 Donated
 - Graphic Design: 00.00 Donated by Cosmo Jones
 - Printing (posters, fliers): Estimated \$1,200.00
 - Social Media advertising, advertising in writing organization newsletter: 00.00 (donated)
 - Photography and videography: 00.00 Donated by Don Backman Photography
- Stipend for presenters:
 - High-profile presenter to attract attention:
- Insurance (needed for other venues): estimated \$200.00

Anticipated Revenue sources:

- Adult fees to enter the contest.

- Anthology purchases by adults. Each student with works in the Anthology will receive one copy free. Contest winners will receive prizes.
- Adult entrance fees to the event.
- Additional donations.
- Raffle tickets for Raffle Baskets.
- Additional grants.

September 5, 2023

City of Rockaway Beach

Community Grants

276 Hwy 101, PO Box 5

Rockaway Beach, OR 97136

Subject: Letter of Support, Rockway Writers Rendezvous Workshops Grant application

Thank you for the opportunity to apply for this grant. This grant will be used to help put on the Second Annual Rockaway Writers Rendezvous. Literacy, reading, and writing are skills that our students are in desperate need of. A large part of understanding the misinformation and the accurate information we are all inundated with comes down to literacy. Students today have limited opportunities to write creatively, whether writing fiction, non-fiction, or other genres such as poetry or journalism. The emphasis in the state standards is on technical writing and schools have had to focus their efforts on that aspect to the detriment of other areas.

In addition, today's graduates are often encouraged to go into hard sciences, or the Science, Technical Education, and Math fields. However, there is a need for students with other skills in writing. Journalism is one example. Teaching writing is another. Students who want to enter these fields need opportunities to earn scholarships to help further their dreams.

Finally, creative writing, poetry, songwriting, and journalism need to be encouraged throughout the curriculum. Students need a reason to write. Humans are creative creatures and we need to find ways to create. Writing is one avenue to do this.

This event benefits Rockaway Beach in a variety of ways:

The Second Annual Rockaway Writers Rendezvous scheduled for April 2024 benefits children in Rockaway Beach and upwards of 700 students in the Neah-Kah-Nie School District by raising funds for scholarships. The scholarship funds raised are used for attending the college of their choice. They can also be used to help fund students who want to attend a Writing Workshop or a Summer Journalism

Camp. When the annual event is able to raise enough funds, the groups will also sponsor writing competitions for students in the Neah-Kah-Nie School District.

The Rockaway Writers Rendezvous also benefits senior citizens through the development of writing activities such as workshops, seminars, speakers, and open microphones. Many seniors in Rockaway Beach, whether full-time or part-time residents are involved in various forms of writing and author many works each year. Rockaway Beach is a center of writing activities, with many writers coming to coast to follow their muse. The Oregon Writers Colony Writers retreat house is located in Rockaway Beach. This grant will organize a formal activity and attract seniors to the town which will benefit local businesses.

The 2023 Rockaway Writers Rendezvous was a success. As a first-year activity, it brought in visitors to the community during the off-season for a three-day weekend. The first year proved the viability of the concept and has earned offers from organizations such as the Hoffman Center, and Oregon Writers Colony. Mudd Nick Foundation and other groups have expressed interest in becoming involved.

The partnering non-profit organization, the Tillamook County Parks Foundation, has been in existence since 2017. During the 6 years of the foundation's existence, it has been involved in innumerable charitable operations. The Rockaway Writers Rendezvous is an example of a current activity. The Tillamook County Parks Foundation is a stable organization as its 6-year history will attest. The Rockaway Writers Rendezvous is partnering and cooperating with a growing list of local non-profit and educational organizations and institutions.

This event can potentially serve nearly every full-time and part-time resident, plus visitors. Rockaway Beach has a population of over 1,400 residents. The number of part-time residents and visitors can expand greatly depending on the weather and the activities.

Approximately 250 students at Neah-Kan-Nie High School will be invited to participate in writing activities during the event.

Adult writers and adults interested in writing will be able to participate in a number of workshops, seminars, writing competitions, open microphone activities, and other activities.

30%, or approximately 450 residents in Rockaway Beach, are in the 65 years of age and above category. Most of these are retirees. A large percentage of second homeowners and visitors are also in that same age range, they can benefit from activities that they can take part in for self-enrichment and for their writing hobby.

The success of the project will be measured in the amount of money raised for scholarships, in the number of participants in the activities, and the number of school-aged participants.

The funds will be used to put on the Rockaway Writers Rendezvous:

- Bring in writing experts to teach workshops.
- Rent space for workshops and activities.
- Rent tables, chairs, and other necessary furnishings (depending on the venue).

- Prizes for student competitions.
- Production, Editing, and Printing Costs of an anthology of student work.
- Produce professionally developed materials for advertising such as flyers, banners, ads in trade journals, and other advertising channels.
- Prizes for fundraising activities.

The Rockaway Writers Rendezvous Committee is made up of Robin Swain (local resident, experienced journalist, and business person), Neal Lemery (Tillamook County resident and chair of the Tillamook County Parks Foundation, retired judge, published author), Cosmo Jones (Local resident and co-owner of the Rockaway Roastery, published musician), Kizzie Elizabeth Jones (published author, part-time resident), and Don Backman (professional photographer, retired teacher, editor, freelance writer).

We appreciate your consideration and hope we have success.

Sincerely, Don Backman

Contact information:

Dback01@gmail.com

503-812-8282

RESOLUTION NO 23-1011

A RESOLUTION APPROVING AN ADDITIONAL AWARD FOR THE 2023 COMMUNITY GRANT PROGRAM

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

WHEREAS, the City Council previously adopted Resolution 23-1004 awarding \$20,200.36 in Community Grants and funds are available to grant additional awards; and

WHEREAS, the City Council wishes to make further awards after review of the applications received.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rockaway Beach City Council hereby awards a 2023 Community Grant to the following recipient in the amount specified below:

Recipient:	Grant Amount:
Rockaway Beach Writers Rendezvous	\$

APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 8TH DAY OF NOVEMBER 2023.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

RESOLUTION NO 23-1012

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
FIORELLI CONSULTING RELATED TO THE HIGH-GROUND
DISASTER RESILIENCY AND RESPONSE PROJECT**

WHEREAS, the City has acquired a 10-acre property for the High-Ground Project, with the goal to relocate emergency services for disaster response outside of the tsunami inundation zone, including but not limited to first responders' equipment, public works equipment, administrative offices and space for partnering state and federal agencies, warming shelter and evacuation space, emergency response equipment and supplies, food and water, and emergency shelter supplies; and

WHEREAS, the City seeks to engage with Thomas J. Fiorelli of Fiorelli Consulting LLC for pre-award services to identify multiple state and federal funding sources and post-award services to implement and monitor the High-Ground project in coordination with the City.

NOW, THEREFORE, BE IT RESOLVED, that the City of Rockaway Beach City Council hereby approves the professional services agreement with Fiorelli Consulting LLC for consulting services related to the High-Ground Disaster Resiliency and Response Project, attached as Exhibit A, and authorizes the City Manager to execute the contract.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 8TH
DAY OF NOVEMBER 2023.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

**PROFESSIONAL SERVICES AGREEMENT FOR PROJECT CONSULTING
RELATED TO THE
CITY OF ROCKAWAY BEACH HIGH-GROUND
DISASTER RESILIENCY AND RESPONSE PROJECT**

This AGREEMENT (“Agreement”) is made and entered into this _____ day of _____ 2023, by and between the CITY OF ROCKAWAY BEACH, a municipal government, organized and existing under the laws of the state of Oregon as the local government serving the residents of Rockaway Beach, (“CITY”) and FIORELLI CONSULTING, LLC, whose address is 8983 Doughty Rd, Bay City, Oregon, 97107 (“PROJECT CONSULTANT”), who agree as follows:

WHEREAS, CITY has acquired a 10-acre property (Exhibit A) for the High-Ground Project, with the goal to place emergency services for disaster response outside of the tsunami inundation zone, including but not limited to first responders equipment, public works equipment, administrative offices and space for partnering state and federal agencies, warming shelter and evacuation space, emergency response equipment and supplies, food and water, and emergency shelter supplies; and

WHEREAS, City seeks to engage with Fiorelli Consulting LLC for pre-award services to identify multiple state and federal funding sources and post-award services to implement and monitor the High-Ground project; and

WHEREAS, PROJECT CONSULTANT agrees to make Thomas J. Fiorelli available to provide consulting and managing services to CITY; and

WHEREAS, Thomas J. Fiorelli is able, through his experience, education, expertise, and professionalism, to assist the CITY with project-related consulting and managing services in coordination with the City.

NOW, THEREFORE, be it agreed that for and in consideration of the mutual covenants and promises between the Parties hereto, that:

1. SCOPE OF SERVICES: The PROJECT CONSULTANT shall undertake the services as described in the attached Scope of Services (Exhibit A) for the consideration stated below in Section 3.

2. COORDINATION WITH CITY OF ROCKAWAY BEACH: CITY and PROJECT CONSULTANT acknowledge that the CITY will receive certain administrative support services concerning the CITY’s responsibilities and obligations through state and federal agency representatives; certain contractual services through architecture, engineering and construction firms; and certain administrative activities through various departments of Tillamook County. PROJECT CONSULTANT will coordinate through those representatives and contractors in the performance of the activities and tasks set forth in this Agreement.

3. PRICE AND PAYMENT: As consideration for performing the work described in the Scope of Services, CITY agrees to pay PROJECT CONSULTANT as follows:

- a) \$80 per hour, not to include travel time;
- b) Reimbursable expenses shall be billed to CITY for the actual cost of any such expenses, without mark-up, provided such expenses shall be requested in writing prior to incurring those expenses and approved by the CITY.

c) This contract shall not exceed \$70,000.

4. INVOICE: PROJECT CONSULTANT shall maintain time and expense records and provide them to CITY each month in a format acceptable to CITY for work performed. Each invoice shall specify current billing and previous payments for the calendar year, with a total of costs incurred and payments made to date during the calendar year. Except as stated in the following sentence, PROJECT CONSULTANT's invoices shall be paid within thirty (30) days. If the services subject to the invoice do not meet the requirements of this Agreement as CITY may determine, CITY shall notify PROJECT CONSULTANT in writing and specify all deficiencies in the work that do not meet the requirements. PROJECT CONSULTANT shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in CITY's written notice. If CITY again determines the work fails to meet the requirements, CITY may withhold payment until deficiencies have been corrected to CITY's satisfaction or may terminate this Agreement for cause as set forth in Section 21 of this Agreement.

5. RIGHT OF CONTROL: PROJECT CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. PROJECT CONSULTANT agrees, however, that his other contracts and services shall not interfere with the performance of his services under this Agreement. CITY agrees to coordinate project schedules, respective commencements and deadlines with PROJECT CONSULTANT.

6. INDEPENDENT PROJECT CONSULTANT RELATIONSHIP: PROJECT CONSULTANT is an independent PROJECT CONSULTANT and is not an employee, servant, agent, or partner of CITY. CITY shall determine the work to be done by PROJECT CONSULTANT, but PROJECT CONSULTANT shall determine the legal means by which it accomplishes the work specified by CITY. This Agreement shall not be construed to create any employer-employee relationship between CITY and PROJECT CONSULTANT.

7. RECORDS ACCESS AND AUDITS: PROJECT CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by CITY representatives for three (3) years after final payment. Copies shall be made available upon request. City shall make available to PROJECT CONSULTANT all technical data of record in City's possession, including financial operations and other information necessary for the scope of work described in this Agreement.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by CITY on behalf of PROJECT CONSULTANT or the employees of PROJECT CONSULTANT. PROJECT CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. PROJECT CONSULTANT is responsible to pay, according to law, PROJECT CONSULTANT's income tax. PROJECT CONSULTANT may be liable for self-employment (Social Security) tax to be paid by PROJECT CONSULTANT according to law.

9. LICENSES AND LAW: PROJECT CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses (if any) required to perform the services under this Agreement. PROJECT CONSULTANT further agrees to comply with all applicable laws,

ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

10. FRINGE BENEFITS: Because PROJECT CONSULTANT is engaged in its own independently established business, PROJECT CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of CITY.

11. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: PROJECT CONSULTANT shall supply, at PROJECT CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein, except as may be provided through the City as defined in Section 2 of this Agreement.

12. PROPRIETARY RIGHTS: With the exception of intellectual property created by PROJECT CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of CITY, shall be forwarded to CITY at its request and may be used by CITY as it sees fit. CITY agrees that if it uses products prepared by PROJECT CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold PROJECT CONSULTANT harmless therefore.

13. CONFIDENTIALITY:

a) PROJECT CONSULTANT agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda and other documents, unless and until CITY signifies its written approval that such work product may be published as final work product. CITY reserves the right to distribute the final work product as it sees fit, provided that PROJECT CONSULTANT may use final reports as approved and adopted by the CITY Board of Directors in the marketing of its firm.

b) PROJECT CONSULTANT agrees that any property owner names and addresses received from CITY shall only be used on behalf of CITY. PROJECT CONSULTANT further agrees to maintain confidentiality of names and addresses received for any purpose and shall not use names and addresses in any work product produced for CITY except as authorized by CITY.

14. TERM OF AGREEMENT: This Agreement shall be effective _____, and shall continue through _____, unless earlier terminated as described in Section 21 of this Agreement. CITY and PROJECT CONSULTANT acknowledge that this Agreement may be extended upon mutual agreement of the PROJECT CONSULTANT and CITY.

15. ENTIRE AGREEMENT: This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

16. GENERAL ADMINISTRATION AND MANAGEMENT: In consultation with the City Manager and Staff, the PROJECT CONSULTANT shall undertake to provide the Services to the CITY. The City Manager, or their designee, shall be CITY's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

17. CHANGES: CITY reserves the right to make changes from time to time in the Scope of Services to be performed hereunder.

18. AMENDMENTS: This Agreement may be amended only in writing, upon mutual agreement of both CITY and PROJECT CONSULTANT.

19. ASSIGNMENT: It is expressly agreed and understood by the parties hereto, that PROJECT CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

20. SUBPROJECT CONSULTANTS: PROJECT CONSULTANT may propose to CITY the use of subconsultants ("SUBPROJECT CONSULTANTS") for performance of a particular aspect of the work. CITY shall have the right to approve the use of SUBPROJECT CONSULTANTS and the amount and method of SUBPROJECT CONSULTANTS' compensation prior to commencement of any work by SUBPROJECT CONSULTANTS, and such approval shall be in writing. CITY shall also determine whether the selection of subconsultants should be made through any required selection process or through a selection process CITY deems in its best interest. CITY shall have the right to approve any change in the use of SUBPROJECT CONSULTANTS. Such changes in SUBPROJECT CONSULTANTS shall be approved by CITY in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by CITY in writing. CITY shall have no liability to said SUBPROJECT CONSULTANTS and PROJECT CONSULTANT shall be responsible for work by the SUBPROJECT CONSULTANTS and payment to said SUBPROJECT CONSULTANTS.

21. TERMINATION OF AGREEMENT:

(a) FOR CAUSE: If, through any cause, the PROJECT CONSULTANT shall fail to fulfill its obligations under this Agreement, or if the PROJECT CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to the PROJECT CONSULTANT and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. If this Agreement is terminated for cause, PROJECT CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. Notwithstanding the above, the PROJECT CONSULTANT shall not be relieved of liability to CITY by virtue of any breach of this Agreement by the PROJECT CONSULTANT, and CITY may withhold any payments to the PROJECT CONSULTANT for the purpose of set-off until such time as the exact amount of damages due CITY from the PROJECT CONSULTANT is determined. In any case, PROJECT CONSULTANT's liability by virtue of any breach of this Agreement shall not exceed the contract amount. PROJECT CONSULTANT shall also provide CITY all products or works generated prior to date of termination. All products or work generated, whether complete or not, are the property of CITY, as set forth in Section 11 of this Agreement.

(b) TERMINATION FOR CONVENIENCE OF CITY: CITY may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the PROJECT CONSULTANT. If this Agreement is terminated by CITY as provided herein, PROJECT CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date. PROJECT CONSULTANT shall also provide CITY all products or works of consulting generated to date of termination.

(c) **TERMINATION FOR CONVENIENCE OF PROJECT CONSULTANT:** PROJECT CONSULTANT may terminate this Agreement at any time, for any reason, by giving at least thirty (30) days' notice in writing to the CITY. If this Agreement is terminated by PROJECT CONSULTANT as provided herein, PROJECT CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

22. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To CITY:

Luke Shepard
City Manager
City of Rockaway Beach
276 US-101
Rockaway Beach, OR 97136

To PROJECT CONSULTANT:

Thomas J. Fiorelli
Principal
Fiorelli Consulting, LLC
8983 Doughty Road
Bay City, Oregon, 97107

23. **DISCRIMINATION PROHIBITED:** PROJECT CONSULTANT shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin.

24. **WARRANTY:** PROJECT CONSULTANT warrants that all services will be performed in good faith and in a workmanlike manner. PROJECT CONSULTANT acknowledges that it will be liable for any breach of this warranty.

25. **INDEMNIFICATION:**

(a) PROJECT CONSULTANT agrees to indemnify, defend and hold harmless CITY, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with PROJECT CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by PROJECT CONSULTANT or PROJECT CONSULTANT's agents, employees, or representatives. In case any action or proceeding is brought against CITY or its officers, agents or employees by reason of or arising out of connection with PROJECT CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, PROJECT CONSULTANT, upon written notice from CITY, shall at PROJECT CONSULTANT's expense, resist or defend such action or proceeding.

(b) CITY agrees to indemnify, defend and hold harmless PROJECT CONSULTANT, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with CITY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by CITY or CITY's agents, employees, or representatives. In case any action or proceeding is brought against PROJECT CONSULTANT or its officers, agents or employees by reason of or arising out of connection with CITY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, CITY, upon written notice from PROJECT CONSULTANT, shall at CITY's expense, resist or defend such action or proceeding.

26. INSURANCE: PROJECT CONSULTANT shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance Coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

27. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

28. GOVERNING LAW. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws. Fiorelli Consulting, LLC, shall comply with all federal, state, and local laws and ordinances applicable to the work done under this agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth on Exhibit B, attached hereto and Incorporated herein by this reference.

29. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

30. ATTORNEY FEES: Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

31. DISPUTES: In the event that a dispute arises between CITY and the PROJECT CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place at a time and place agreed by the parties in writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

32. SUCCESSORS IN INTEREST: The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby, and their respective successors and assigns.

33. THIRD PARTY BENEFICIARIES: CITY and PROJECT CONSULTANT are the only parties to this Agreement. The parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

34. COORDINATION WITH CONTRACTORS: PROJECT CONSULTANT recognizes that CITY has or may enter into agreements with contractors that provide other services. Upon request, PROJECT CONSULTANT agrees to coordinate with and work in conjunction with contractors when the need arises.

35. STANDARD OF CARE: PROJECT CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by CITY, except in such circumstances that PROJECT CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. PROJECT CONSULTANT shall provide prompt notice to CITY if PROJECT CONSULTANT becomes aware of any errors, omissions or inconsistencies in such information.

36. CONFLICTS OF INTEREST. PROJECT CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services described hereunder. PROJECT CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest.

CITY OF ROCKAWAY BEACH
"CITY"

FIORELLI CONSULTING, LLC
"PROJECT CONSULTANT"

By: _____
Printed Name: Luke Shepard
Title: City Manager

By: _____
Printed Name: Thomas J. Fiorelli
Title: Principal

DATE: _____

DATE: _____

EXHIBIT A

Under the general direction of the City Manager, and in accordance with CITY policy, applicable laws, and professional standards, PROJECT CONSULTANT may be asked to assist with the effective administration of CITY High-Ground Project and related tasks and projects, including development, planning, and operations; and developing/maintaining the CITY's external relationships.

Potential Tasks

(This list of tasks is illustrative only and is not a comprehensive listing of all functions and tasks performed by this position.)

1. Pre-Award and Pre-Development Services:

A. Grant Writing and Application Preparation:

- Conduct a comprehensive review of project details, funding opportunities, and funding requirements.
- Develop and submit proposals to various state and federal agencies, including but not limited to Oregon Department of Emergency Management Grants and Technical Assistance and FEMA Hazard Mitigation Assistance Grants (CC/BRIC).

B. Respond to Requests for Information (RFI) Regarding Projects:

- Monitor and respond to RFIs related to projects promptly.
- Collaborate with relevant stakeholders to gather and provide necessary information.

C. Facilitate Benefit-Cost Analysis (BCA) with Local Staff:

- Coordinate with local staff to conduct a thorough BCA.
- Ensure BCA aligns with FEMA, ODEM, and all other applicable federal and state requirements and guidelines.

D. Assemble Environmental and Historic Preservation Review (EHP):

- Oversee and facilitate the EHP process, ensuring compliance with environmental and historic preservation standards.
- Compile and organize all documentation required for EHP clearance.

E. Participate in Public Outreach:

- Develop and implement a public outreach plan to garner community support.
- Conduct advertising campaigns and organize public meetings as needed.

F. Act as Liaison Between Contractors, the State, FEMA, Other Agencies, and Project Partners:

- Establish and maintain effective communication channels between Contractors, the State, FEMA, other agencies, and other project partners.
- Address any issues or concerns that may arise during the pre-award process.

G. Attend Workshops and Meetings:

- Identify and attend relevant workshops, training sessions, and meetings.
- Stay informed about the latest developments in grant opportunities and requirements.

2. Development and Post-Award and Management Activities:

A. Record-Keeping and Financial Management:

- Establish and maintain a robust record-keeping system.
- Ensure accurate financial management in accordance with grant guidelines.

B. Environmental Clearance Procedures:

- Oversee and facilitate all required environmental clearance procedures.
- Ensure ongoing compliance with environmental standards throughout the project.

C. Real Property Acquisition Procedures under Uniform Act:

- Implement and manage procedures related to real property acquisition.
- Ensure compliance with the Uniform Act throughout the acquisition process.

D. Equal Employment Opportunity Requirements:

- Monitor and enforce compliance with equal employment opportunity requirements.
- Address any issues related to EEO promptly.

E. Project Management:

- Prepare and submit quarterly reports in accordance with grant and project requirements.
- Coordinate with project stakeholders to ensure timely and accurate reimbursement requests.

F. Technical Monitoring:

- Conduct regular site visits to monitor project progress.
- Organize and participate in technical meetings to address any project-related challenges.

G. Monitor and Evaluate Progress:

- Implement a systematic monitoring and evaluation plan.
- Ensure that the mitigation activity aligns with the approved SOW and budget.

H. Project Close-Out Assistance:

- Facilitate the closure of the grant project in accordance with Federal and State requirements.
- Compile and submit all necessary documentation for the formal close-out of the grant.

3. Deliverables:

The Consultant will provide regular progress reports, grant proposals, documentation for compliance, and any other deliverables required for the successful implementation of the High-Ground Project.

4. Timeline:

The Consultant will adhere to a timeline that ensures the completion of all pre-award and post-award tasks in alignment with the grant application and management requirements.

Preliminary Site Analysis

Census Tract: 41057960200

National Risk Index: [95.5/100](#)

Map Tax Lot: 2N10000006002

Acres: 10.6

Property Class: 940 – City Vacant (Non-Assessable)

Zoning: Public Facilities (PF)

Development Standards: None; 35-foot height maximum OR 50-foot height maximum with 100-foot setback.

Lowest Elevation: 68 feet

Highest Elevation: 130 feet

Within UGB: Yes

Within City Limits: No

National Wetland Inventory (NWI): Yes. Riverine type R3UBH:

R System RIVERINE: The Riverine System includes all wetlands and deepwater habitats contained in natural or artificial channels periodically or continuously containing flowing water or which forms a connecting link between the two bodies of standing water. Upland islands or Palustrine wetlands may occur in the channel, but they are not part of the Riverine System.

3 Subsystem UPPER PERENNIAL: This Subsystem is characterized by a high gradient and fast water velocity. There is no tidal influence, and some water flows throughout the year. This substrate consists of rock, cobbles, or gravel with occasional patches of sand. There is very little floodplain development.

UB Class UNCONSOLIDATED BOTTOM: Includes all wetlands and deepwater habitats with at least 25% cover of particles smaller than stones (less than 6-7 cm), and a vegetative cover less than 30%.

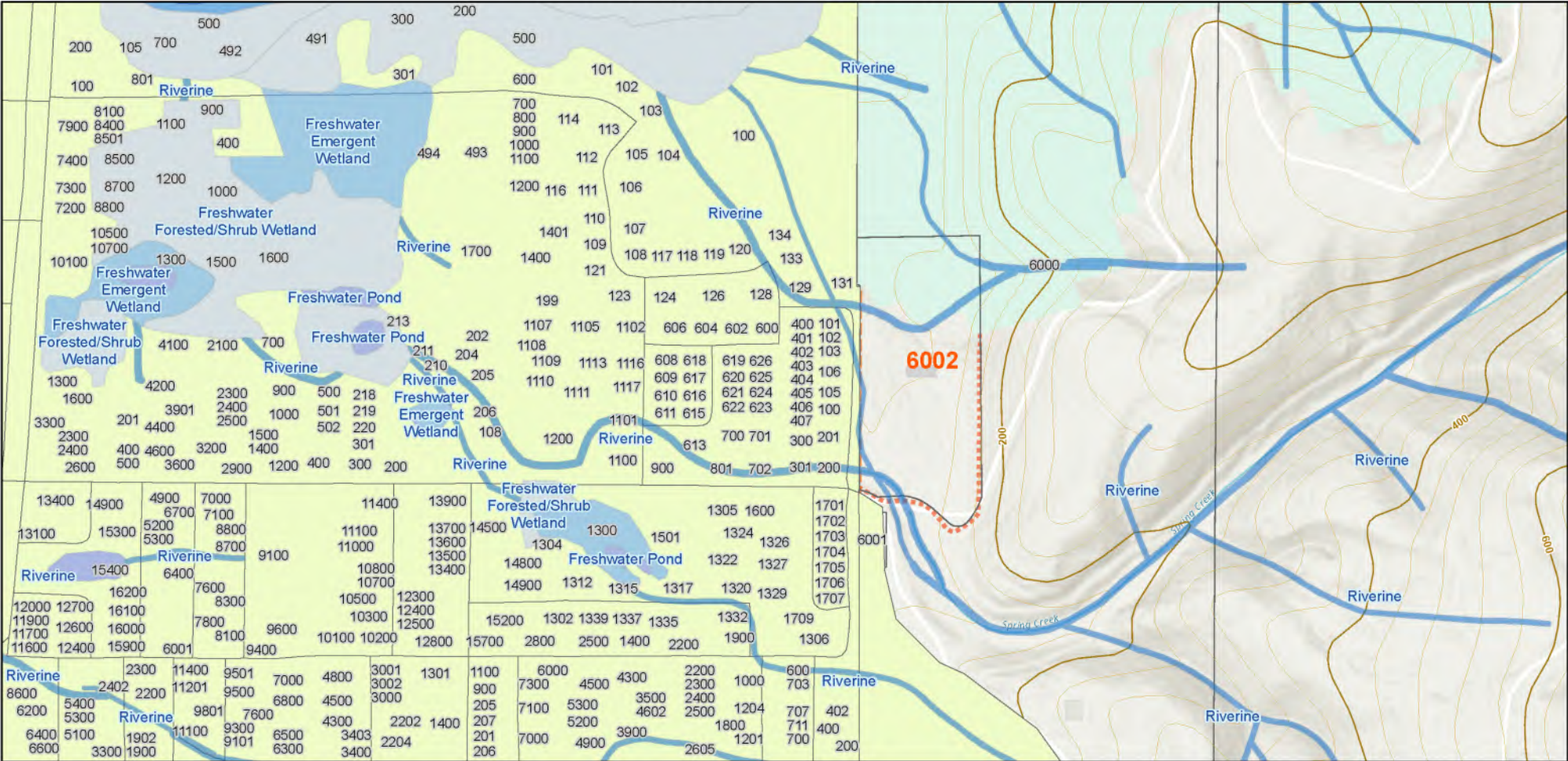
H WATER REGIME Permanently Flooded: Water covers the land surface throughout the year in all years.

State Wetland Inventory (SWI): No

Within Wildland Urban Interface (WUI): No

Adjacent: Prime Forest 80 (PF80) Low/Medium Density Intermix Class, Rockaway RFPD WUI Community; directly bordering the west property line

Rockaway Beach Higher Grounds

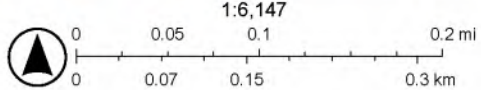


9/30/2023

National Wetlands Inventory

- Riverine
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake

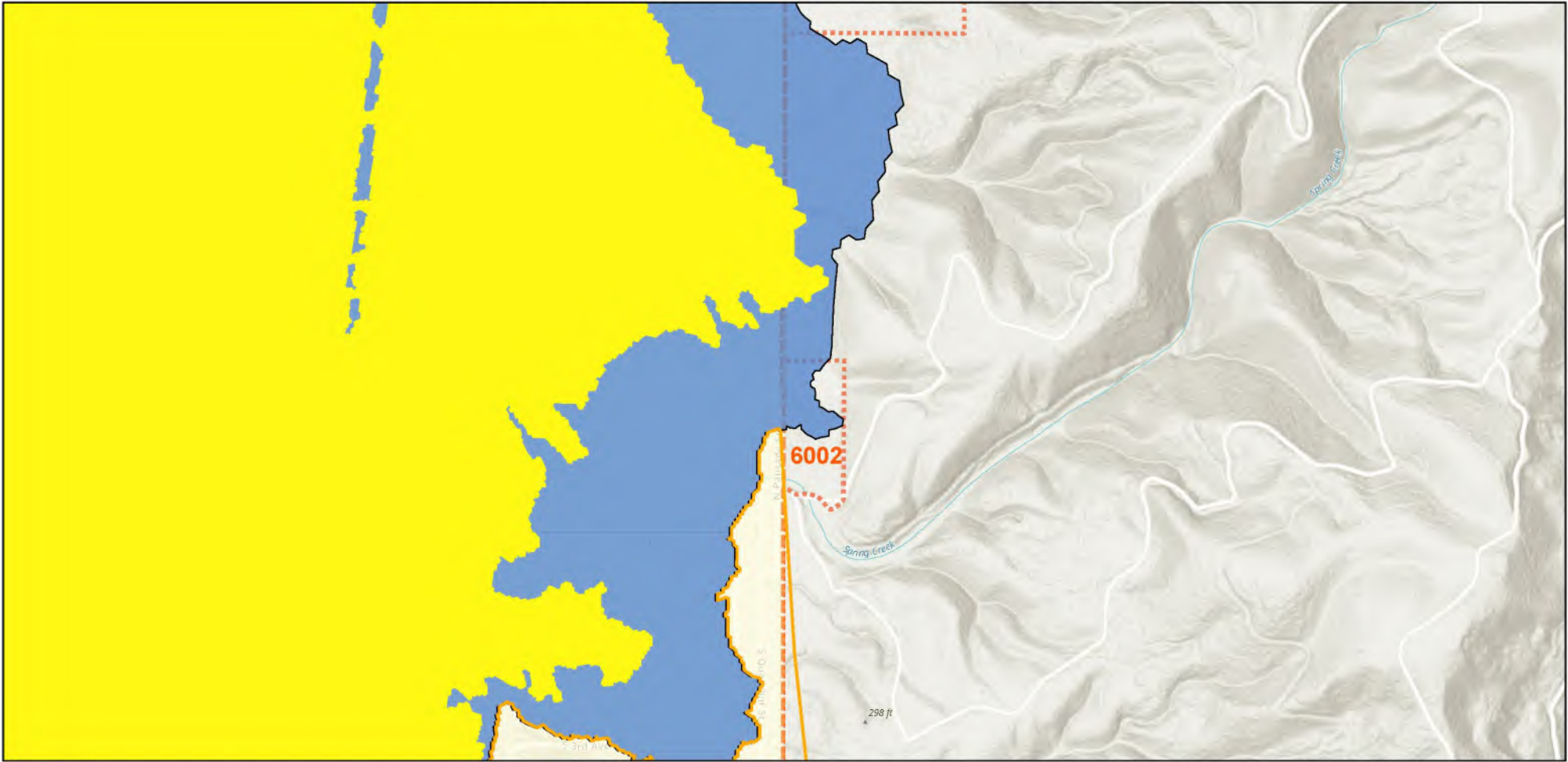
- Oregon Wildland Urban Interface (WUI) Intact Habitat Cores (2023)
- Contours 40 feet Statewide
- Index
- Intermediate
- Taxlots
- City Limits
- UGB



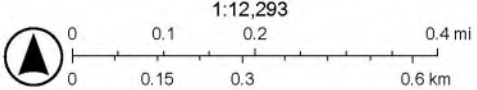
Eri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, Bureau of Land Management, EPA, NPS, US

Fiorelli Consulting LLC

Higher Grounds Project - Tsunami Evacuation and Inundation



- 9/30/2023
- Local Tsunami Isolated Populations
 - City Limits
 - Statewide_M_Tsunami_Inundation_Scenario
 - UGB
 - DOGAMI TsunamiEvacuationZones
 - World Hillshade



Eri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, Eri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, Esri,

EXHIBIT B

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR PERSONAL SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Contractor shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement. ORS 279B.235.
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) Consultant shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper or other products as defined in ORS 279A.010.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318. Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

Coffee with Manager and Mayor

October 26, 2023

- Interest in strictly enforcing our City's fireworks ban was expressed; community member considers the setting off of fireworks in Rockaway Beach to be out of hand.
- Thanks was expressed for the work our Fire Department did to organize and execute the Big Shake Out. Community member found the practice was invaluable.
- Appreciation was expressed for the increase in transparency with City government but still not enough. Called on City government to regularly deliver all the news – good and bad in multiple modalities to capture maximum attention. Community member cited the Voluntary Water Curtailment as a failure to broadly communicate the City's request. Another example of positive news that should be shared was the recent paving grant received by the city.
- Community member shared their concern about beach fires within 50 feet of beach grass and beach camping. Would like steps taken to keep this from proliferating including signage at beach access points. City Manager Shepard will work with Public Works on signage. Community member felt actions taken resulted in her being pushed from one agency to the next without a clear resolution. City Manager Shepard asked that she call 911 the next time she encounters beach camping; they will get the appropriate agencies to respond. This member also requested a crosswalk at Dollar General and perhaps at 12th street for safety of residents. City Manager Shepard discussed that 101 was under the jurisdiction of ODOT which have strict criteria for crosswalks and that ODOT has removed crosswalks in Rockaway Beach. He also stated that we will have an opportunity to address the need for safer 101 crossings as part of the Salmonberry Trail Project
- Another community member shared that they did call 911 when confronted with illegal camping near their home; and how well it was handled. He specifically thanked Sheriff's department for responding and Rockaway Beach Public Works for cleaning up the site after the Sheriff's Department arrested the camper (outstanding warrant).
- Community member would like to see a Community Calendar on the City's web site.
- A Beach Fire Safety information card from another jurisdiction was shared with the suggestion that Rockaway Beach do something similar and distribute to short term rentals and residents. Individual would like to see an English and Spanish version.
- Community member noted that drivers renting at STR's run into ditch at S. Falcon St and S. 2nd Ave; and ditch near 606 S. 2nd Ave.
- A request for additional speed limit signs on major streets in Rockaway Beach (S. 2nd was specifically mentioned)
- Interest was expressed in more frequent use of electronic signage that indicates driver's speed with comparison to speed limit. A more permanent example can be found on Laneda in Manzanita.
- Concern that, although well publicized, the attendance at the Destination Planning workshops was sparse and feedback gathered was monopolized by a small group of individuals. Community member also noted that there will always be less money available than projects suggested.
- Some community members attended simply to hear what was on the mind of other community members.