

City of Rockaway Beach

City Council Workshop Agenda



Date: Wednesday, November 8, 2023
Time: 4:30 P.M. – 5:40 P.M.
Location: Rockaway Beach City Hall, 276 HWY 101 - Civic Facility

Watch live stream here: corb.us/live-stream
View meeting later here: corb.us/city-council

Join here to attend remotely:

[City Council Workshop](#)
Meeting ID: 872 8331 8669
Passcode: 073207
Dial by your location
253 215 8782 US (Tacoma)

What is a City Council Workshop? *Workshops are intended to allow for preliminary discussions by the City Council and staff. Workshops are held to present information to the Council so that the Council is prepared for upcoming regular meetings. Workshops are subject to Oregon's public meeting law and must be noticed accordingly. No final City Council decisions are made during workshops. The public is encouraged to attend workshops but may not participate unless expressly asked.*

Note: Agenda item times are estimates and are subject to change.

1. CALL TO ORDER (4:30 p.m.)

2. ROLL CALL

3. COUNCIL BRIEFING/DISCUSSION

- a. Community Grant Continued Application Review (4:31 p.m.)**
– Don Backman, Rockaway Writers Rendezvous
- b. High-Ground Disaster Resiliency & Response Project (4:45 p.m.)**
- Thomas (TJ) Fiorelli, Fiorelli Consulting
- c. July 4th Drone Show – Q&A (5:10 p.m.)**
- d. Watershed Protection Update and Planning (5:20 p.m.)**
- e. Council Visioning Session – Update/Scheduling (5:30 p.m.)**

4. ADJOURNMENT (5:40 p.m.)

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.

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

**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%.

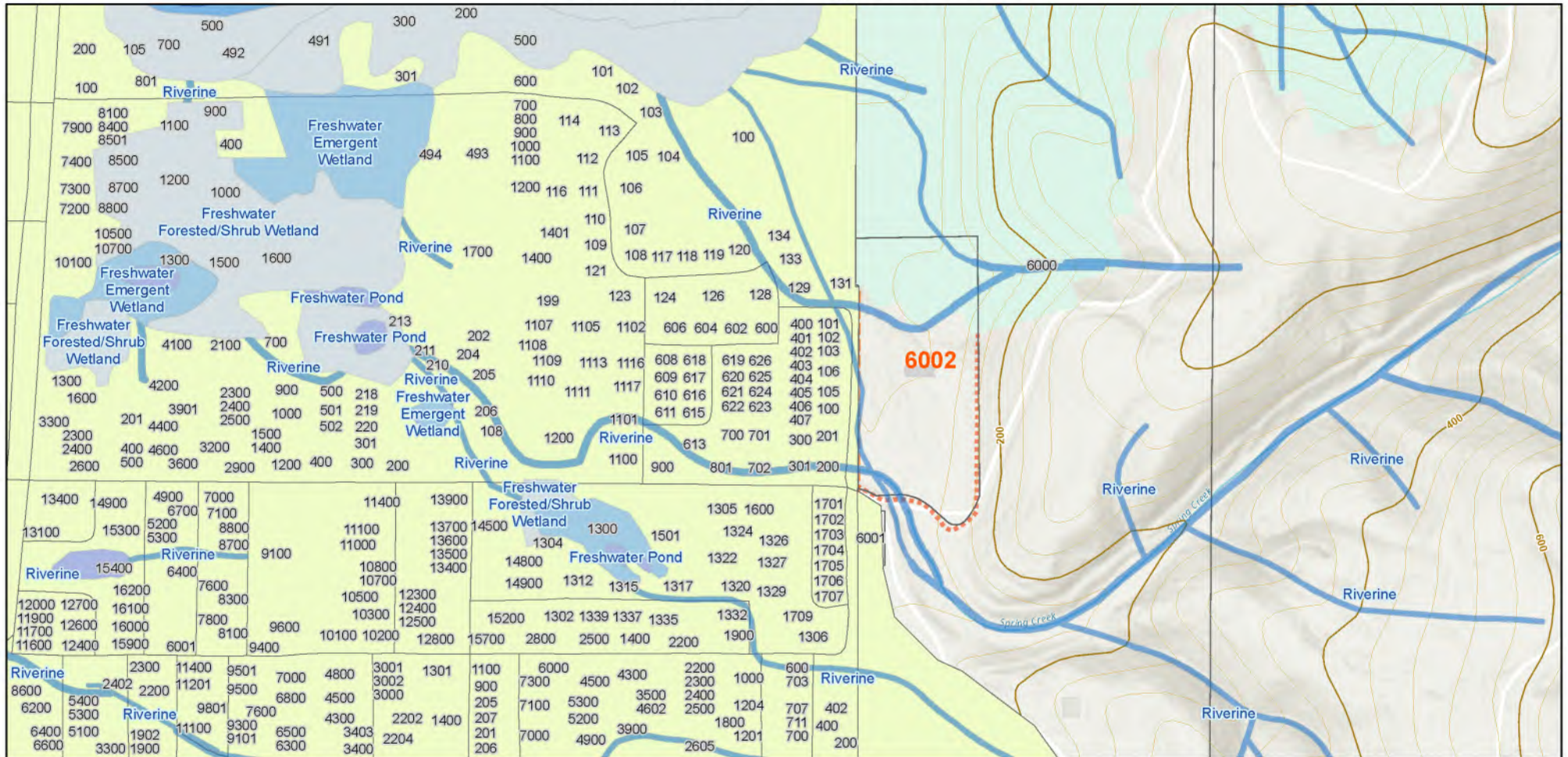
H WATER REGIME Permanently Flooded: Water covers the land surface throughout the year in all years.

State Wetland Inventory (SWI): No

Within Wildland Urban Interface (WUI): No

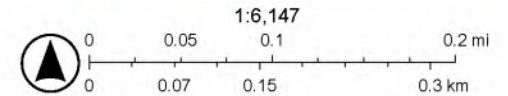
Adjacent: Prime Forest 80 (PF80) Low/Medium Density Intermix Class, Rockaway RFPD WUI Community; directly bordering the west property line

Rockaway Beach Higher Grounds



9/30/2023

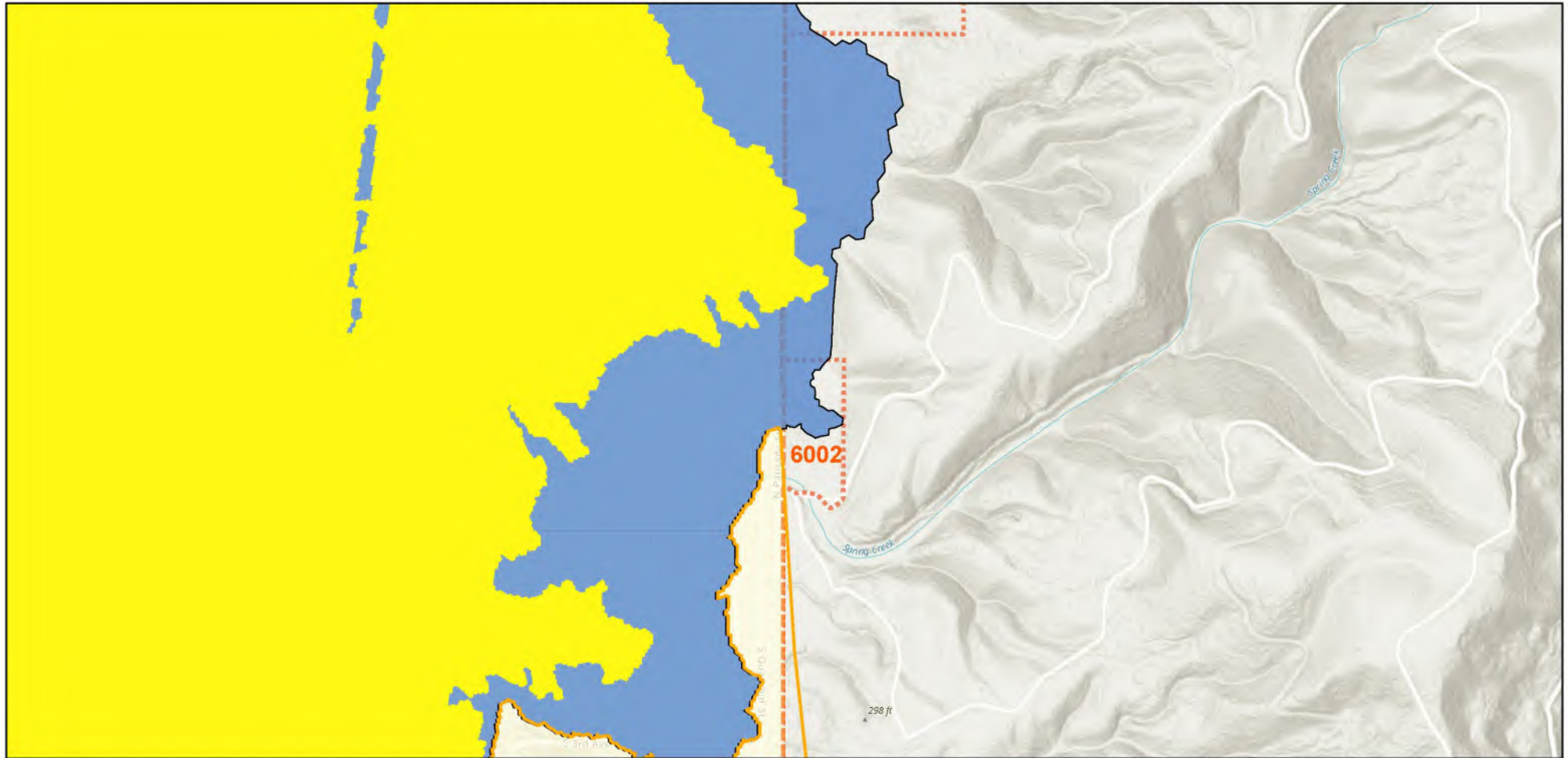
- | | | |
|-----------------------------------|---------------------------------------|-----------------------------|
| National Wetlands Inventory | Oregon Wildland Urban Interface (WUI) | Intact Habitat Cores (2023) |
| Riverine | Contours 40 feet Statewide | Good 1.60 - 3.31 |
| Freshwater Emergent Wetland | Index | City Limits |
| Freshwater Forested/Shrub Wetland | Intermediate | UGB |
| Freshwater Pond | Taxlots | |
| Lake | | |



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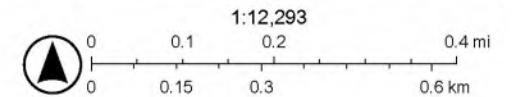
Fiorelli Consulting LLC

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



Esrri Community Maps Contributors, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, Esri, 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.



Drone Show Details

Who Is Sky Elements?

Sky Elements is the leading provider of Drone Light Shows in North and South America.

Our drone shows are more than just lights in the sky and are guaranteed to turn heads for miles. With the ability to completely custom-design every aspect of your show, we can turn your vision into reality and bring attention to your event in a truly unique way.

Let us help you tell your story the way it deserves to be told.



What Our Clients Say

“We surprised our guests with a drone show at our Lord Of The Rings red carpet event, and everyone was blown away!” - Amazon Prime Video

“The Drone Show was the best part of the night! Sky Elements made sure to find the best place to line up the show for the perfect shot” - Wynn Las Vegas

“I’ve never seen anything like it” - Oakland A’s

“The Sky Elements team knows how to put on a show. I can’t wait for the next one!” - FC Dallas

Some Satisfied Clients



How Long is a Drone Show?

Standard Drone Shows can fly for up to **12 minutes!**

How Long is Setup?

Our setup process is same-day. We show up **5 hours** before showtime to setup, test, and ensure your show is flawless.

What's in a Drone Show?

You can have up to 12 custom animations throughout your show. **Each show is custom tailored** to fit your needs.

What About Weather?

Our drones are designed to withstand **30+ MPH wind, medium to light rain,** and any level of Earthquake!

Can We Sync Music?

Of Course! What isn't better with music? Sky Elements helps sync up music so your audience is completely captivated!

Ask Sky Elements about **Infinite Drone Shows**

Drone Show FAQ's



How Many Drones

Do I Need?

Ultimately, it's entirely up to you! More drones means more detail so the more you have, the larger and more recognizable your design will be.

With 300 or more drones we can create scannable QR codes, large scale 3D shapes, and just about any logo!

Still not sure? We can help! We have done this before and can work with you to determine how to maximize your budget and impact.

300
Drones →



200
Drones →



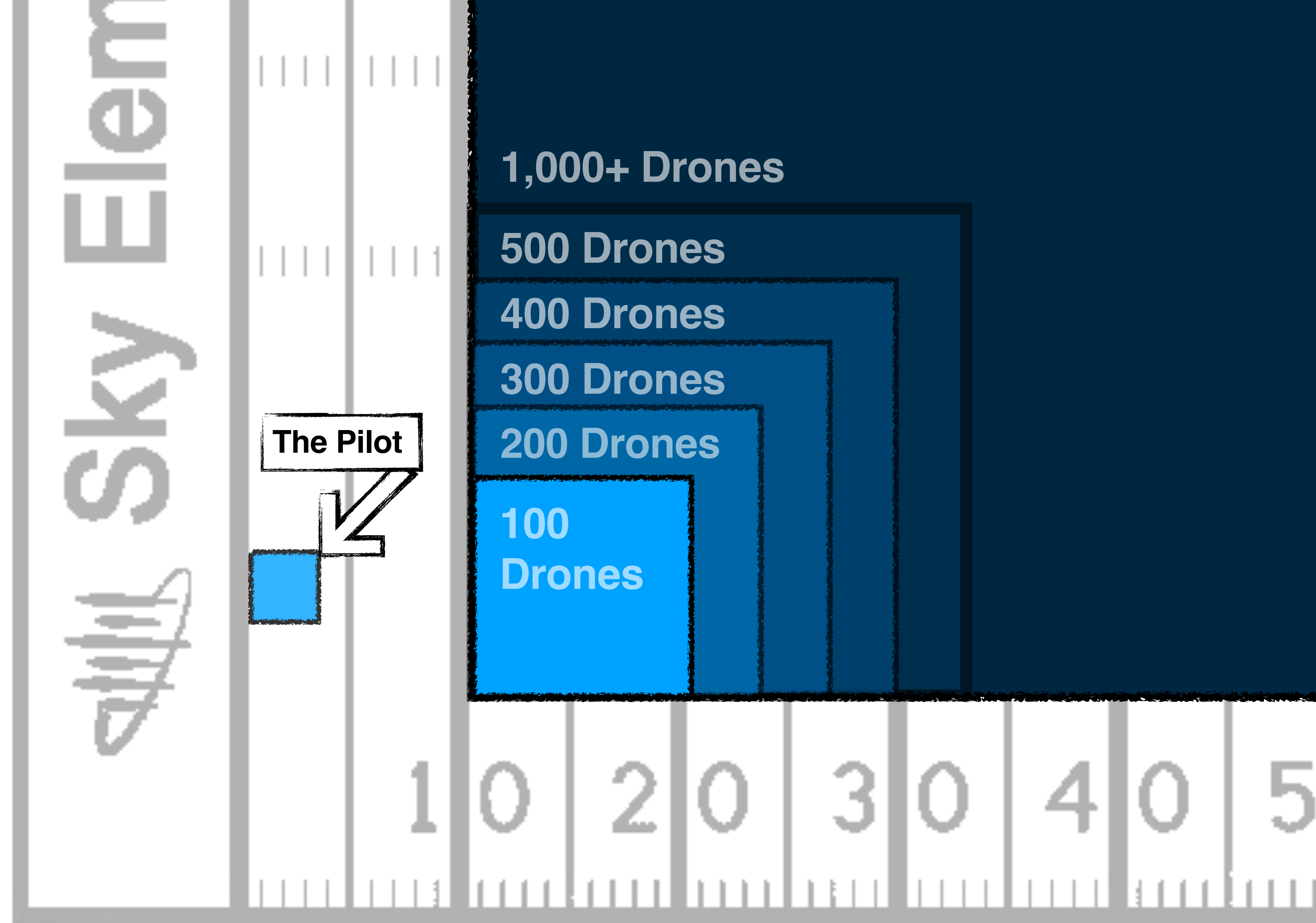
100
Drones →



Small Footprint Huge Impact!

The best things come in small packages and our drone shows are no different! Our on-the-ground footprint needs are minimal, only requiring space for our pilot, equipment, and drones.

Additionally, our setup process is custom planned for your space. Our drones can fit in almost any shape and size needed!



Huge Impact Small Footprint

Light Up The Night

Let us help you take your story off the page and into the night sky for the world to see. Our drones are visible for 3 miles in all directions and are sure to draw attention to your event like never before.

Custom Shapes and Designs

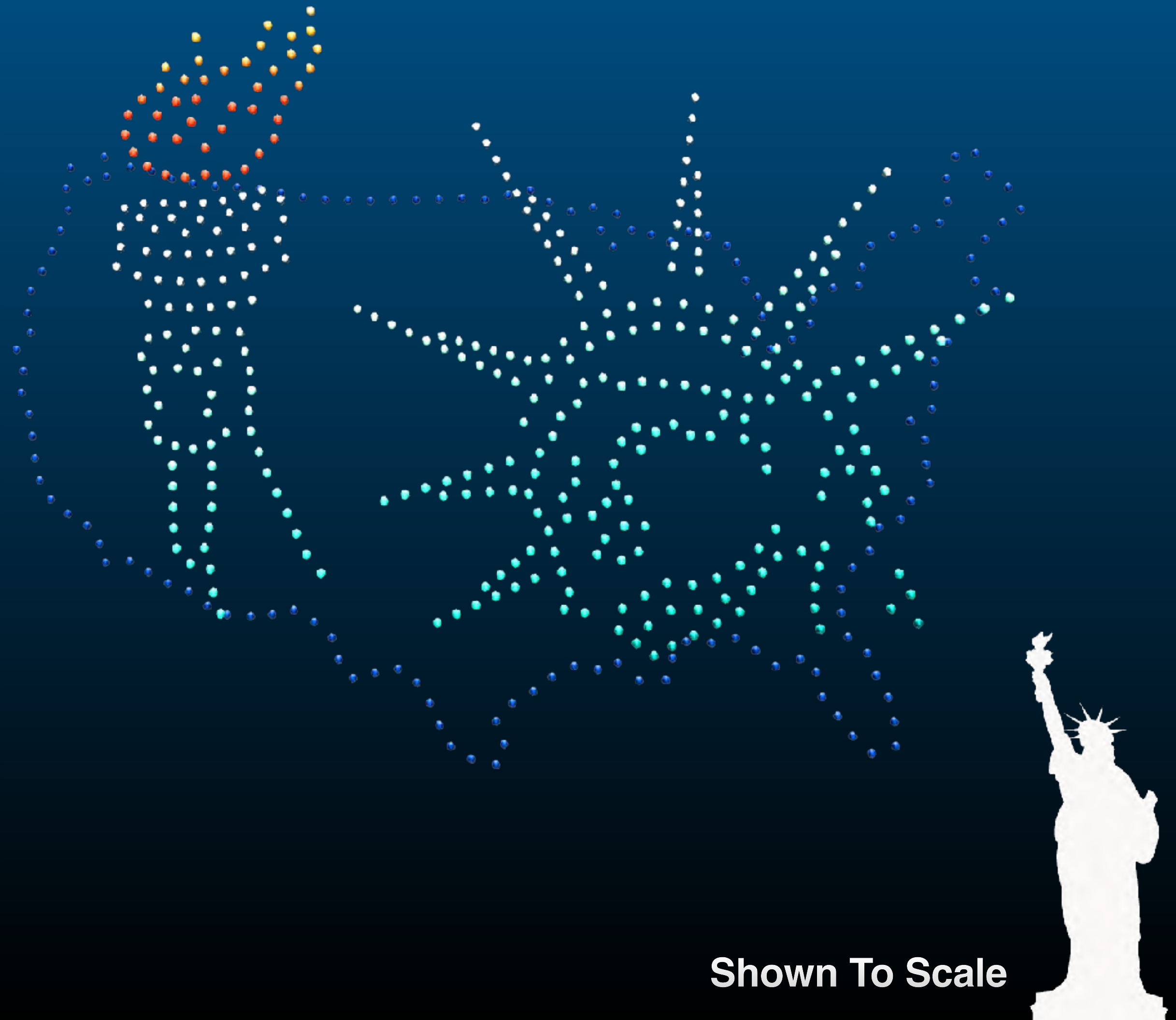
Our highly skilled design team works with you from day one to make sure that we fully understand your vision and how best to bring that vision to life.

Colors, size, and images are all designed specifically for your show to fit your unique needs.

Over
8,500
Available Drones

Fly Up To
3,500
Drones at once

Can be recognized over
3 Miles Away



Shown To Scale

Next Steps

Confirm the Details



Connect with Sky Elements to confirm the amount of drones, and amount of shows necessary for your vision. More drones - higher the resolution!

Complete the contract and initial deposit



Once the amount of drones are confirmed - Schedule a time to speak with our activation team to start contracting, and invoicing. Payment terms are 100% prior to the start of the show.

Start the design process



Connect with our design team to help create the storyboard.

Show Time!



Help finalize details for the show! And watch the night sky tell your story!



Thank you &

We look forward to
working together



[SkyElementsDrones.com](https://www.SkyElementsDrones.com)

Drone Show FAQs

Introduction

- Firefly Drone Shows offers fully customizable drone light shows of up to 500 precisely choreographed drones, with safety being our first priority.
- In addition to being fully licensed and compliant with all FAA regulations, Firefly takes safety a step further with extensive fail safe procedures and processes.
- With thousands of successful flight missions, Firefly has performed at a variety of events ranging from music festivals to corporate conferences.
- As a design forward company, we pride ourselves on creating mesmerizing shows that leave a lasting impact on all of our audiences.
- Current offerings include a variety of packages from 100-drone shows, up to 500-drone shows.

Capabilities

- Firefly's proprietary drone build has been optimized for 20+ minute flight times, allowing us to offer 15 minute shows with all of the drones airborne together.
- From start to finish, the entire 15 minute show can be designed and animated around our clients ideas and events.
- Our impressive wind threshold of 25 miles per hour allows us to safely operate even when conditions are unfavorable.
- Due to safety reasons; we do not operate in precipitation, however a light snow is typically acceptable.
- Our fleets are equipped with extremely bright RGB LEDs producing over 3,400 lumens per drone. Some of our shows have been spotted from over 5 miles away.
- Continuous shows or multiple shows per night are obtainable with our interchangeable battery design.

Customizable

- In addition to Firefly designed stock shows, we offer fully customizable shows in any quantity of drones.
- Our designers have built hundreds of formations, and will help consult you through the storyboard process to ensure all formations will translate clearly to the audience.
- Lead times vary depending on the project, however a 6-8 week turnaround time is usually expected on a full custom show.
- Anything imaginable is truly possible. Complex shapes, scrolling text, QR codes, logos, can all be achieved through our design and animation process.

Drone Show FAQs

Impactful

- Firefly's emphasis on design ensures that all of our shows create powerful, lasting impressions on audiences of all ages.
- Alien sighting reports are common within a 5 mile radius of our performances.
- As an example of scale, a 100 drone show stretches about 1.5 football fields across in the sky.
- The FAA has permitted our shows to be flown 400 ft above the ground, providing a clear view for the entire audience.
- The best vantage point for our shows are typically 1000 ft - 3000 ft away.

Operating Requirements & Safety

- An FAA mandated safety perimeter of 300ft from all patrons is required throughout the duration of the show. A safety map is created for each project to clearly communicate the borders of our operation.