

# City of Rockaway Beach

## City Council Workshop Agenda

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**Date:** Wednesday, December 13, 2023  
**Time:** 4:30 P.M. – 5:40 P.M.  
**Location:** Rockaway Beach City Hall, 276 HWY 101 – 2<sup>nd</sup> Floor Conference Room

**Watch live stream here:** [corb.us/live-stream](https://corb.us/live-stream)  
**View meeting later here:** [corb.us/city-council](https://corb.us/city-council)

**Join here to attend remotely:**

[City Council Workshop](#)  
Meeting ID: 860 6603 9225  
Passcode: 139662  
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.*

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*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. Watershed Protection (4:31 p.m.)**
  - i. Sourcewater Protection Funding IGA – BizOregon
  - ii. Sourcewater Protection Plan Development Proposal – GSI Water Solutions
  - iii. Sourcewater Protection Plan Development Committee (Draft Resolution)
  - iv. Watershed Acquisition Facilitation Proposal – Sustainable Northwest
- b. Review of Draft Ordinance and Draft Resolution Setting Short-Term Rental (STR) Cap (4:40 p.m.)**
- c. Recreational Immunity – Discussion & City/County Insurance Services (CIS) Recommendation (5:00 p.m.)**
- d. Review of Nuisance at 603 S. Easy Street (5:25 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.

**e. Review of Community Grant Applications (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.

12/6/2023 4:36 PM

SAFE DRINKING WATER REVOLVING LOAN FUND  
GRANT CONTRACT FOR SOURCE WATER PROTECTION

Project Name: Drinking Water Source Protection Plan

Project Number: U24006

This grant contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Rockaway Beach, Oregon (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- Exhibit A    General Definitions
- Exhibit B    Project Description
- Exhibit C    Project Budget
- Exhibit D    Information Required by 2 CFR § 200.332(a)(1)

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$55,000

Grant Amount: \$50,000

Project Closeout Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 24 months after the date of this Contract.

**SECTION 2 - FINANCIAL ASSISTANCE**

- A. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not exceed or change line items in the budget except with the prior written consent of OBDD.
- C. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Grant proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- D. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

### SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
  - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (6) Any conditions to disbursement elsewhere in this Contract are met.

### SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
- (1) The Recipient is a public body validly organized and existing under Oregon law, and owns a public water system as defined in the Act.

- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (ii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, for the financing and undertaking and completion of the Project.

<b>SECTION 6 - COVENANTS OF RECIPIENT</b>
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The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
  - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
  - (2) State labor standards and wage rates found in ORS chapter 279C.

- (3) **SAFE DRINKING WATER IN OREGON: Program Guidelines & Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund** (September 2023 update), as amended from time to time (“Safe Drinking Water Handbook”), available at <https://www.oregon.gov/biz/Publications/SDWhandbook.pdf>.
- (4) **Federal Crossing-Cutting Authorities**. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable (“Cross-Cutting Authorities”). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (5) **Lobbying**. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. “Lobbying” means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.
- (6) **Federal Audit Requirements**. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance (“CFDA”) number and title is “66.468, Capitalization Grants for Drinking Water State Revolving Funds.” Recipient is a sub-recipient.
  - (a) If Recipient receives federal funds in excess of \$750,000 in the Recipient’s fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
  - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
  - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (7) **Disadvantaged Business Enterprises**. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (4) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final *Drinking Water Source Protection Plan*.
- (5) Provide OBDD with a copy of all other final plans, reports or other documents prepared as part of the Project before requesting its final Grant disbursement. The OBDD will review the documents and may require reasonable modifications. If OBDD does not suggest modifications within thirty (30) days of its receipt of the documents, they will be deemed approved.

D. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.

E. Financial Records. The Recipient shall keep accurate books and records for the Costs of the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

F. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.

G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline or final completion and satisfaction of all reporting

requirements of Recipient under this Contract. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- H. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- I. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Contributory Liability and Contractor Indemnification.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

(2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

## SECTION 7 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.



- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

## SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make disbursements under the Contract.
  - (2) Barring Recipient from applying for future awards.
  - (3) Exercising any applicable remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; and third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 7 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

## SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or

impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem, OR 97301-1280

If to Recipient: City Manager  
City of Rockaway Beach  
276 Hwy 101 S  
PO Box 5  
Rockaway Beach, OR 97136

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced.

Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Business Development Department



**CITY OF ROCKAWAY BEACH**

By: \_\_\_\_\_  
Edward Tabor, Infrastructure and  
Program Services Director

By: \_\_\_\_\_  
Dan Emerson, Superintendent, Public Works

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not Required as per OAR 137-045-0030

## EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 20 November 2023.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

## EXHIBIT B - PROJECT DESCRIPTION

The Recipient shall complete a Drinking Water Source Protection Plan. Tasks to be completed include, but are not limited to:

1. Recipient will conduct a scoping meeting with Oregon Department of Environmental Quality (DEQ) prior to plan development.
2. Recipient will complete a DEQ-approved Drinking Water Source Protection Plan to guide Recipient’s water quality protection and enhancement activities. The Plan will include:
  - a. Formation of a planning team or teams.
  - b. Assessment of potential sources of sediment, pathogens, and contaminants (including pesticides) as well as quantity, quality, and water flow analysis.
  - c. Identification and evaluation of best management practices for high- and moderate-risk potential contaminant sources and flow.
  - d. Guidelines for implementation of the Drinking Water Source Protection Plan, including schedule and responsible persons or organizations.
  - e. Description of public outreach during plan development.
  - f. Contingency plan; and
  - g. Plan for future water system needs.
3. Recipient will submit the completed Drinking Water Protection Plan to DEQ for approval before final funds for the Project are disbursed to Recipient by OBDD.
4. Recipient will retain appraisers and legal counsel to explore the potential for obtaining a conservation easement.

Recipient may use grant funds for any of the above activities, including contracted services for assistance with Drinking Water Source Protection Plan development and public education and outreach activities and materials.

Recipient may not use grant funds for administrative costs and/or employee compensation for work conducted on this Project.

**EXHIBIT C – PROJECT BUDGET**

<b>Line Item Activity</b>	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Drinking Water Source Protection Plan	\$42,000	\$5,000
Legal Fees and Appraisals	\$8,000	\$0
<b>Total</b>	<b>\$50,000</b>	<b>\$5,000</b>

**EXHIBIT D - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)**

- (i) Subrecipient\* name (which must match registered name in SAM): Rockaway City Hall
- (ii) Subrecipient's Unique Entity Identifier (SAM): ZJ9JU8FK6G89
- (iii) Federal Award Identification Number (FAIN): 98009022
- (iv) Federal Award Date: 21 September 2022
- (v) Sub-award Period of Performance Start and End Date: 24 months after the date of this Contract
- (vi) Sub-award budget period start and end dates: 24 months after the date of this Contract
- (vii) Total Amount of Federal Funds Obligated by this contract action: \$50,000
- (viii) Total Amount of Federal Funds Obligated by the initial Contract and any amendments: \$50,000
- (ix) Total Amount of Federal Award committed to the pass-through entity: \$11,064,000
- (x) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
  - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
  - (b) Name of pass-through entity: Oregon Business Development Department
  - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Infrastructure and Program Services Director, 503-949-3523
- (xii) CFDA Number, Title, Amount: 66.468 Safe Drinking Water State Revolving Fund, Amount: \$50,000
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: N/A

\* For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.



## Scope of Work and Fee Estimate

**To:** Luke Shepard, City of Rockaway Beach

**From:** Suzanne de Szoeki, GSI Water Solutions, Inc.  
Ronan Igloria, GSI Water Solutions, Inc.

**Date:** December 6, 2023

**RE:** Proposed Scope of Work – Drinking Water Protection Plan for the City of Rockaway Beach

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Dear Luke:

Based on our recent conversations, GSI Water Solutions, Inc. (GSI) understands that the City of Rockaway Beach (City) has been awarded funding to develop a Drinking Water Protection Plan (DWPP) and to explore the potential for acquiring land or establishing conservation easements in its source water area (Jetty Creek Watershed). The City would like assistance with these efforts. GSI is excited about applying its expertise in drinking water protection to help the City.

GSI has experience developing DWPPs for communities on the Oregon coast. GSI assisted the City of Yachats with development of its DWPP, which the Oregon Department of Environmental Quality (DEQ) and Oregon Health Authority (OHA) approved in 2021. The State’s letter of approval described the plan as “well-organized and thorough” and stated that “Yachats’ plan will now serve as an outstanding example for other water systems interested in developing their own protection plans.” Following plan approval, GSI helped the City of Yachats secure additional Drinking Water Source Protection funding from OHA and DEQ to implement actions in the plan. GSI also assisted the City of Toledo in developing a Drinking Water Protection Plan, which OHA and DEQ approved in October 2023, and is currently assisting the City of Lincoln City. In addition to source water protection experience, GSI has extensive experience working on water management projects on the Oregon coast, such as Water Management and Conservation Plan development, Mid-Coast Water Planning Partnership technical report development and facilitation, and Mid-Coast Water Conservation Consortium activities project management.

### Scope of Work

To meet state requirements for approval, a DWPP must identify risks to the City’s water supply, describe strategies to reduce or mitigate risks to the water supply in the future, present a plan for implementing the selected drinking water protection activities, and describe how the City will respond in the event of a reduction or loss of water supply. The process of developing the DWPP must involve stakeholder participation and public outreach, but the City will make the ultimate decisions. The following tasks describe the proposed scope of work to develop the DWPP for the City.



## Task 1 – Form a Planning Team and Facilitate Meetings

GSI will work with the City to form a DWPP Team of representative stakeholders that will provide input during the planning process. GSI will coordinate with the City to identify potential members, reach out to those potential members and collaborate with the City to encourage participation in the DWPP Team, and compile a contact list of individuals willing to participate in the planning process.

GSI proposes to facilitate up to eight meetings, consisting of six virtual Team meetings and two hybrid public meetings. GSI will attend one City Council meeting in-person to discuss the DWPP. Facilitation of DWPP Team meetings will involve GSI coordinating meeting times, developing meeting agendas, and developing and distributing necessary meeting materials. Facilitation of the two hybrid public meetings will involve GSI coordinating meeting times and places, providing outreach materials to the City to advertise the meetings, educating the public about the project, seeking input, developing meeting agendas and meeting materials, and taking meeting notes.

Deliverables will include a list of Team members with their contact information, DWPP Team meeting agendas and content, outreach materials for public meetings, and summaries of public meeting input.

## Task 2 – Develop a Drinking Water Protection Plan

GSI will help the City develop a DWPP that meets the requirements of DEQ and OHA with input from the DWPP Team. GSI will review, gather, analyze, summarize, and develop critical information for the DWPP. This will involve utilizing the City's Updated Source Water Assessment for the Jetty Creek watershed as a starting point. Tasks will include the following:

- Review the City's Updated Source Water Assessment details on risks (potential contaminant sources) to drinking water in the current source water area and future source water area (if applicable and known). Identify risks that are not included in the Updated Source Water Assessment or risks that require additional details/information from DEQ or OHA based on input from the DWPP Team and available relevant documents. Risks to water quantity and water quality will be generally described in the DWPP; data analyses will not be part of the risk assessment. GSI's understanding is that the City has an engineer that can provide input on the water treatment plant's adequacy to address particular risks.
- Generate updates to the Updated Source Water Assessment information, such as GIS-based maps of risks (if needed; with anticipated assistance from DEQ) and the list of potential contaminant sources.
- Prioritize source water risks, including current and future risks.
- Develop strategies to address risks.
- Develop a near-term implementation plan for strategies that identifies key partners, responsible parties involved, and a proposed timeline.
- Compile a list of potential funding sources.
- Develop a contingency plan containing elements under OAR 333-061-0057(5) describing how the City intends to prepare for and respond to potential reductions or loss of their current drinking water sources. GSI will utilize existing City documents and staff knowledge to develop the contingency plan.
- Develop a plan section that addresses other potential future water sources to meet growing demands if applicable and known, including any assessment of risks to future sources and strategies to reduce these risks.

The deliverables would be a draft DWPP for review by the DWPP Team, a Final Draft DWPP for approval by DEQ and OHA that includes all required components, a redline Final Draft DWPP that responds to DEQ and OHA comments if needed, and a Final DWPP. This effort assumes that OHA and DEQ will have minimal comments. Two hard copies of the Final DWPP and an electronic version will be provided to the City.

### Task 3 - Facilitate Exploration of the Potential for Land Acquisition and/or Conservation Easements

GSI will assist the City with exploring the potential for acquiring land or establishing conservation easements in its source water area. GSI will help facilitate meetings with the major timber companies in the source water area as budget allows and assuming up to one (1) in-person trip to the City and the other meetings involving virtual facilitation. Facilitation will include conducting necessary research to prepare for the meeting, preparing meeting materials, and conducting follow-up. If any private landowners are interested in land acquisition or conservation easements, GSI will help conduct initial steps in due diligence for the properties as budget allows, which could include such activities as collecting maps and title reports, investigating past uses, considering potential uses, and exploring appraisals. Throughout the exploration process, GSI will collaborate with organizations that have been working thus far with the City on the effort about the outreach strategy, potential resources, and initial steps in due diligence.

The deliverables would be products from meetings (e.g., meeting materials and notes), and if due diligence is conducted, a summary of findings from initial due diligence assessments.

### Task 4 – Facilitate Source Water Protection Plan Development Advisory Committee Meetings

GSI proposes to facilitate up to six Source Water Protection Plan Development Advisory Committee meetings, consisting of five virtual meetings and one in-person meeting. Facilitation will include providing progress reports to the Advisory Committee on development of the DWPP and gathering input during the DWPP development process, including input on content in DWPP sections and the draft DWPP.

Deliverables will include meeting agendas and content, as well as DWPP development progress reports. Our understanding is that the City will generate Advisory Committee meeting minutes

### Fee Estimate

GSI will conduct this work based on time and materials. The estimated budget for this project is \$61,100. The table below presents the estimated budget by task. Budget by task may vary; however, the overall budget will not be exceeded without prior authorization from the City. GSI’s 2024 labor rates are attached.

Tasks	Budget Estimate
Task 1 – Form a Planning Team and Facilitate Meetings	\$24,300
Task 2 – Develop a Drinking Water Protection Plan	\$17,700
Task 3 – Facilitate Exploration of a Potential Land Acquisition and/or Conservation Easement	\$8,000
Task 4 – Facilitate Advisory Committee Meetings	\$11,100
<b>Project Total</b>	<b>\$61,100</b>

## Schedule

We are prepared to begin work upon receiving authorization to proceed, and the work is projected to last through 2025. The following are estimated milestones with “meetings” generally referring to both Team meetings and Advisory Committee meetings:

- February 2024: Begin forming a DWPP Team
- March 2024: Project kickoff and Risk identification meetings
- April 2024: Risk identification and prioritization meetings
- May 2024: Risk prioritization and strategy brainstorming meetings
- June 2024: First public meeting
- July 2024: Strategies meetings
- August 2024: Implementation plan meetings
- September/October 2024: Draft DWPP meetings, including contingency plan and future source discussions
- November/December 2025: Second public meeting
- January/February 2025: Incorporate input into Draft DWPP, seek Advisory Committee review of the updated Draft DWPP, and present key points of the Draft DWPP to City Council
- March 2025: Final Draft DWPP submitted to OHA and DEQ for approval

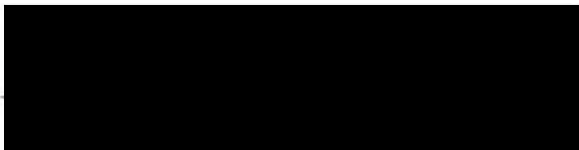
Upon receiving approval from OHA and DEQ, GSI will provide an approved Final DWPP to the City.

Facilitating the exploration of the potential for a land acquisition or conservation easement can begin in tandem with the DWPP estimated schedule, such as around the time of the Strategies Team meeting or the Draft DWPP Team meeting, or following submittal of the Final Draft DWPP to OHA and DEQ, depending on the preference of the City. The exact schedule will depend upon opportunities that arise. This effort will be completed by November 2025, which will accommodate the anticipated timeline of the land acquisition/conservation easement exploration effort.

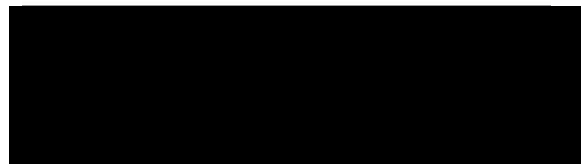
Thank you for this opportunity to help the City develop a Drinking Water Protection Plan and work towards protecting its water source through land acquisition or conservation easements. We look forward to hearing from you. If you have any questions, please contact me at 541-257-9006 or [sdeszoeke@gsiws.com](mailto:sdeszoeke@gsiws.com).

Sincerely,

GSI Water Solutions, Inc.



Suzanne de Szoeka  
Water Resources Consultant



Ronan Igloria  
Principal Water Resources Consultant

Enclosure: GSI 2024 Labor Fee Schedule



## 2024 GSI Fee Schedule

Labor Category	Hourly Rate
<b>Technical Professionals</b>	
Principal	\$200 – \$270
Supervising	\$190 – \$230
Managing	\$170 – \$195
Consulting	\$150 – \$175
Project	\$135 – \$155
Staff	\$110 – \$140
<b>Other Services</b>	
GIS/Graphics/Database	\$120 – \$175
Editor/Documents	\$120 – \$145
Administration	\$85 – \$120

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

### Expenses

- **Mileage:** IRS authorized rate/mile plus 10 percent markup
- **Direct expenses and outside services:** Cost plus 10 percent markup
- **Enterprise GIS:** \$100 per month for the duration of use

## RESOLUTION NO. 24-10XX

### A RESOLUTION ESTABLISHING THE SOURCEWATER PROTECTION PLAN DEVELOPMENT ADVISORY COMMITTEE

**WHEREAS**, the City Council previously approved Resolution 24-XXXX awarding a contract with GSI Water Solutions to facilitate the development of a Sourcewater Protection Plan for the Jetty Creek Watershed; and

**WHEREAS**, the City of Rockaway Beach policy 100.1 *Council Meeting Rules and Procedures*, section 3.17 provides that the City Council may establish ad hoc and advisory committees as needed by resolution for a specific purpose; and

**WHEREAS**, the Council wishes to establish an advisory committee for the purposes of receiving and reviewing project information, and providing community input to the Sourcewater Protection Plan facilitator during the development of the City's Sourcewater Protection Plan.

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

- Section 1. The Sourcewater Protection Plan Development Advisory Committee is hereby established for the purposes of receiving project information, reviewing reports, and providing community input to the Sourcewater Protection Plan facilitator during the development of the City's Sourcewater Protection Plan.
- Section 2. The advisory committee will consist of five members who are served by the Rockaway Beach Water District. At least four members shall be residents of the City. Appointments will be made according to the City Charter and by resolution of the City Council.
- Section 3. The City shall solicit application packets from parties interested in serving on the committee. These packets shall include an application, letter of interest and resume.
- Section 4. The committee is an official public body governed by Oregon Public Meeting Law and other applicable statutes. Minutes shall be kept of all committee meetings in accordance with applicable law. The City Manager shall designate a staff member responsible for compliance with Public Meetings Law.
- Section 5. At the first meeting, the committee will appoint a committee chair to preside over the committee's meetings. All committee meetings will be held during normal City Hall business hours. The committee is expected to

meet on at least four occasions scheduled to coincide with plan development milestones. A quorum shall consist of three of the five committee members.

Section 6. The Committee will dissolve upon City Council approval of the City’s Sourcewater Protection Plan. The City Council may choose to dissolve the committee at any time.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 10TH DAY OF JANUARY 2023.**

APPROVED

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

ATTEST

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

DRAFT

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”) is entered into on XXXXXX, 20xx, but made effective for all purposes as of January 1, 2024 (the “Effective Date”), by and between City of Rockaway Beach (“CORB”) and Sustainable Northwest, a 501(c)3 nonprofit (“Contractor”).

### RECITAL:

By the execution of this Agreement, Contractor agrees to perform the Services (as defined below) in accordance with the terms and conditions contained in this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. CONTRACTOR SERVICES

1.1 Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those tasks and/or services described in Schedule 1.1 (and any other necessary or appropriate tasks and/or services customarily provided by Contractor in connection with its performance of those tasks and/or services described in Schedule 1.1) (collectively, the “Services”).

1.2 Standards. Contractor will (i) consult with and advise **CORB** on all matters concerning the Services reasonably requested by **CORB**, (ii) devote such time and attention to the performance of the Services as **CORB** deems necessary or appropriate, and (iii) perform the Services to the best of Contractor’s ability.

1.3 Schedule of Services. Contractor will perform the Services in accordance with the schedule described in Schedule 1.1. Contractor’s timely performance of each and every Contractor obligation under this Agreement, including, without limitation, Contractor’s performance of the Services, is of the essence.

#### 2. COMPENSATION

2.1 Compensation and Match. **CORB** will pay Contractor in accordance with the compensation schedule set forth in Schedule 2.1. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by **CORB** under this Agreement for the performance of the Services will not exceed TO BE DETERMINED (\$XXXX).

2.2 No Benefits. **CORB** will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans.

2.3 No Reimbursement of Expenses. Expenses incurred by Contractor in connection with the performance of the Services will not be reimbursed by **CORB**.

### 3. RELATIONSHIP

3.1 Independent Contractor. Contractor is an independent contractor of CORB. Contractor is not an employee of CORB. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of CORB to specify the desired results.

3.2 Taxes. CORB will not withhold any taxes from any payments made to Contractor, and Contractor will be solely responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes.

3.3 Licenses. Contractor will be solely responsible for obtaining any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

3.4 No Agency Relationship. This Agreement does not create an agency relationship between CORB and Contractor and does not establish a joint venture or partnership between CORB and Contractor. Contractor does not have the authority to bind CORB or represent to any person that Contractor is an agent of CORB.

### 4. REPRESENTATIONS AND WARRANTIES

In addition to any other Contractor representation or warranty made in this Agreement, Contractor represents and warrants to CORB as follows:

4.1 Authority and Binding Obligation. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all of Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity.

4.2 No Conflicts. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all of Contractor's obligations under this Agreement will not (i) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (ii) violate any law, judgment, or order to which Contractor is subject, or (iii) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.3 Licenses. Prior to Contractor's execution of this Agreement, Contractor obtained any and all licenses, approvals, and/or certificates necessary or appropriate to perform the Services.

### 5. COVENANTS OF CONTRACTOR

In addition to any other covenant made by Contractor under this Agreement, Contractor covenants to CORB as follows:

5.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, without delay, in good faith, in a professional manner, and in accordance with this Agreement. Contractor will be solely responsible for the Services. Contractor will make all decisions



called for promptly and without unreasonable delay. All materials, documents, and/or products prepared by Contractor will be complete, unambiguous, and in compliance with any and all applicable federal, state, and local laws, regulations, and ordinances.

5.2 Insurance. Contractor will obtain and maintain insurance policies that provide for adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location, and for any other risks to which Contractor is normally exposed.

5.3 Workers' Compensation Insurance. Contractor will have workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law.

5.4 Compliance With Laws. Contractor will comply with any and all applicable federal, state, and local laws, regulations, and ordinances. Contractor will obtain and maintain any and all licenses, permits, registrations, and other governmental authorizations required to conduct Contractor's business and perform the Services.

5.5 Indemnification. Contractor will defend and indemnify CORB, and each present and future employee, director, officer, agent, board member, and authorized representative of CORB, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of, whether directly or indirectly, (i) state or federal anti-trust violations, (ii) damage to person or property caused directly or indirectly by Contractor and/or Contractor's Representatives (as defined below), (iii) Contractor's failure to pay any tax arising out of or resulting from the performance of the Services; and/or (iv) Contractor's breach or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligation provided in this Section 5.5 will survive the termination of this Agreement.

5.6 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to CORB upon the earlier of CORB's request or the completion of the Services. Contractor's work will be made available in paper and electronic format. All copies of the materials provided to CORB will become the property of CORB which may use them without Contractor's permission for any proper purpose relating to the Services, including, without limitation, additions to or performance of the Services. Contractor will defend all suits or claims for infringement of patent, trademark, or copyright for which Contractor is responsible (including any claims which may be brought against CORB), and Contractor will be liable to CORB for all losses arising therefrom, including, without limitation, costs, expenses, and attorney fees.

5.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to CORB for inspection, copying, and/or audit immediately upon CORB's request.

## 6. WARRANTY

Contractor warrants to CORB that the Services will be performed by qualified personnel, in a professional manner, in accordance with the specifications described in this Agreement, and free from any errors, omissions, or defects.

## 7. INTELLECTUAL PROPERTY

7.1 Work Made for Hire. Creative Work (as defined below) is work made for hire for copyright purposes to the extent it qualifies as such under applicable law. For purposes of this Agreement, "Creative Work" means any work that Contractor creates for or on behalf of CORB during the term of this Agreement.

7.2 Assignment. CORB shall share with Contractor all rights in all designs, creations, improvements, original works of authorship, formulas, processes, know-how, techniques, inventions, and all other information or items created by Contractor during the term of this Agreement. The rights assigned include title and interest in all patent, copyright, trade secret, trademark, and other proprietary rights.

Contractor shall help prepare any papers that CORB considers necessary to secure any patents, copyrights, trademarks, or other proprietary rights at no charge to CORB. However, CORB shall reimburse Contractor for reasonable out-of-pocket expenses incurred.

7.5 Indemnification. Contractor will defend and indemnify CORB, and each present and future employee, director, officer, agent, board member, and authorized representative of CORB, for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorneys' fees, resulting from or arising out of any claim that the Services or the Creative Work infringes any copyright, patent, or trademark, constitutes a misappropriation of any trade secret, or violates any other intellectual or proprietary right of any person. Contractor's indemnification obligation provided in this Section 7.5 will survive the termination of this Agreement.

## 8. CONFIDENTIALITY AND NONDISCLOSURE

8.1 Maintain Confidential Information. During the term of this Agreement, and at all times thereafter, Contractor will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without CORB's prior written consent, except that Contractor may (i) use Confidential Information to perform Contractor's duties as an independent contractor of CORB, (ii) disclose Confidential Information on a need-to-know basis to Contractor's Representatives who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under the Nondisclosure Provisions (as defined below), and/or (iii) communicate or disclose Confidential Information in accordance with a judicial or other governmental order, but only if Contractor promptly notifies CORB of the order and complies with any applicable protective or similar order. Contractor will cause Contractor's Representatives to comply with the Nondisclosure Provisions. CORB makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of the Confidential Information. For purposes of this Agreement, the term "Contractor's Representatives"

means Contractor's directors, officers, managers, members, shareholders, employees, contractors, agents, consultants, advisors, and authorized representatives; the term "Nondisclosure Provision(s)" means Sections 8.1 - 8.4 of this Agreement.

8.2 Notification and Assistance. Contractor will (i) promptly notify CORB of any unauthorized use, communication, and/or disclosure of any Confidential Information and/or any Contractor breach of any Nondisclosure Provision, (ii) assist CORB in every way to retrieve any Confidential Information that was used, communicated, and/or disclosed by Contractor and/or Contractor's Representatives without CORB's specific prior written authorization, and (iii) exert Contractor's best efforts to mitigate the harm caused by the unauthorized use, communication, and/or disclosure of any Confidential Information. Upon the earlier of CORB's request or the termination of this Agreement, Contractor will immediately return to CORB any and all documents, instruments, and/or materials containing any Confidential Information accessed or received by Contractor, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Contractor or any other person.

8.3 Equitable Relief. Contractor acknowledges and agrees that the remedies available at law for any breach of the Nondisclosure Provisions by Contractor will, by their nature, be inadequate. Accordingly, CORB may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of the Nondisclosure Provisions or to specifically enforce the Nondisclosure Provisions, without proving that any monetary damages have been sustained.

8.4 Confidential Information - Defined. For purposes of this Agreement, the term "Confidential Information" means any and all information relating to CORB (in whatever form) that is received or assessed by Contractor, including, without limitation, trade secrets (as defined in ORS 646.461, as amended), business models, marketing and advertising plans, financial and technical information, computer software, customer and supplier lists, marketing plans, know-how, information concerning CORB's operations or clients, records, ideas, designs, drawings, specifications, techniques, programs, systems, processes, information derived from reports, investigations, research, work in progress, codes, marketing and sales programs, cost summaries, pricing formula, contract analyses, projections, confidential filings with any state or federal agency, and all other concepts, methods of doing business, ideas, materials, and information.

## 9. TERMINATION

9.1 Termination by Mutual Agreement or by Either Party with Prior Notice. This Agreement may be terminated at any time by the mutual written consent of CORB and Contractor. Notwithstanding anything contained in this Agreement to the contrary, either party may terminate this Agreement for any reason or no reason by giving thirty (30) days' prior written notice of such termination to the other party.

9.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, CORB may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (i) Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with CORB or that otherwise reflects adversely on the reputation or operations of CORB; (ii) Contractor fails to comply with any applicable federal, state, or local law, regulation, or ordinance; (iii) problems occur in connection with Contractor's performance of the Services; and/or (iv)

Contractor breaches or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement.

9.3 Consequences of Termination. Upon termination of this Agreement, CORB will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event greater than ten (10) days after termination), Contractor will deliver all materials and documentation, including raw or tabulated data and work in progress, to CORB. Termination of this Agreement by CORB will not constitute a waiver or termination of any rights, claims, and/or causes of action CORB may have against Contractor.

9.4 Remedies. If a party fails to perform any of its terms, covenants, conditions, or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

## 10. MISCELLANEOUS

10.1 Severability. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein.

10.2 Notices. Unless otherwise specified in this Agreement, any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, by the applicable party to the address of the other party shown below (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day.

To [City of Rockaway Beach](#):

To Contractor:

<a href="#">City of Rockaway Beach</a> <a href="#">Attn: Luke Shepard, City Manager</a> <a href="#">276 US-101, Rockaway Beach,</a> <a href="#">OR 97136</a>	Sustainable Northwest Attn: Daniel Wear, Manager 233 SW Naito Pkwy, Ste. 200, Portland, OR 97204
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------

10.3 Waiver. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by CORB and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof.

10.4 Entire Agreement. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all of the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Contractor has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

10.5 Assignment and Binding Effect. Contractor will not assign any of Contractor's rights or

obligations under this Agreement to any person without the prior written consent of CORB, which consent CORB may withhold in its sole discretion. Subject to the above-stated limitations on Contractor's assignment of any of Contractor's rights or obligations under this Agreement, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Multnomah County, Oregon.

10.7 Amendment. This Agreement may be amended only by a written agreement signed by each party.

10.8 Further Assurances. At any time upon the request of CORB, Contractor will execute all documents or instruments and will perform all lawful acts CORB considers necessary or appropriate to secure its rights hereunder and to carry out the intent of this Agreement.

10.9 Additional Provisions and Attachments. All exhibits, schedules, instruments, and other documents referenced in this Agreement are part of this Agreement. All capitalized terms contained in such exhibits, schedules, instruments, and documents not otherwise defined therein will have the respective meanings assigned to them in this Agreement.

10.10 Attorney Fees. In the event litigation or arbitration is instituted to enforce or determine the parties' rights or duties arising out of the terms of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in such proceeding to the extent permitted by the judge or arbitrator, in arbitration, at trial, on appeal, or in any bankruptcy proceedings.

10.11 Arbitration. In the event any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), CORB and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, the Dispute will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including reasonable attorneys' fees.

10.12 Person and Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The

words “include,” “includes,” and “including” are not limiting.

10.13 Signatures. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be executed as of the date first written above but effective as of the Effective Date.

**City of Rockaway Beach:**  
City of Rockaway Beach

**CONTRACTOR:**

By:  
Title:

By:  
Title:

Federal Tax Id.

Federal Tax Id. No: 93-1152222

DRAFT

## SCHEDULE 1.1

### Description and Schedule of Services

Contractor will perform the following Services for and on behalf of CORB:

#### Purpose, Objectives, and Scope of Work

The purpose of this engagement is to provide project management services to the the City of Rockaway Beach as it pursues the protection of its drinking water supply through acquisition, easement, or land transfer of the ~1,300-acre Jetty Creek watershed.

#### The objectives of this project shall be to

1. Play a leading role in facilitating the Jetty Creek Working Group to ensure engagement with current private landowners.
2. Collaborate with GSI in the development of the Source Water Protection Plan, providing insight in acquisition approaches and community engagement.
3. Develop a long-term funding and acquisition strategy.
4. Work with appointed Watershed Committee to ensure watershed management approaches.
5. Identify and pursue funding opportunities to support the identified goals for the Jetty Creek Watershed Project.
6. Support additional needs as identified by CORB.

#### SCHEDULE 2.1

#### Compensation Schedule

CORB will pay Contractor in accordance with the following compensation schedule:

#### 1. Compensation

Contractor's performance of the Services will be billed by Contractor at Contractor's standard hourly rates, which rates are described below. Contractor will submit quarterly invoices to CORB concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (i) a summary of the Services performed by Contractor (and by whom); (ii) the number of hours each person spent to perform the Services; (iii) the applicable hourly billing rates (as described below); and (iv) any other information reasonably requested by CORB. CORB will pay the amount due under each Invoice within thirty (30) days after CORB has reviewed and approved the applicable Invoice. No compensation will be paid by CORB for any portion of the Services not performed. CORB's payment will be accepted by Contractor as full compensation for performing the Services to which the applicable Invoice relates.

#### 2. Hourly Billing Rates

Contractor will bill at the following rates based on the individual(s) completing the work:

The 2023 billable rate for Sustainable Northwest staff at the "Program Manager" level is \$110/hour. See the full chart below for staff time and cost.

Principal	\$165
Program Director	\$132
Program Manager	\$110
Program Associate	\$94

3. Reimbursement for Direct Expenses

Contractor will submit receipts and annotation for the expenses incurred during the course of performing the scope of work. CORB will reimburse Contractor in full for these expenses, as outlined and in accordance with the project budget.

Project Budget

Staff	\$TBD
Supplies, Materials, & Misc.	\$TBD
Travel	\$1,500
Est. 2x Trips annual	
Mileage (est. 1000 at \$0.655/ mile)	
Hotels/ Lodging (4 total nights at \$150/night)	
Food Per Diem (5 total days at \$49/day)	
Total not-to-exceed	\$



This Schedule Number 01 (the “Schedule 1.1, Amendment 2”) is made by the City of Rockway Beach (“CORB”) and Sustainable Northwest (the “Contractor”), to the Professional Services Agreement dated XX, 2023.

## SCHEDULE 1.1

### Description and Schedule of Services

Contractor will perform the following Services for and on behalf of City of Rockaway Beach “CORB”:

#### Purpose, Objectives, and Scope of Work

The purpose of this engagement is to provide project management services to the City of Rockaway Beach as it pursues the protection of its drinking water supply through acquisition, easement, or land transfer of the ~1,300-acre Jetty Creek watershed.

#### The objectives of this project shall be to

1. Play a leading role in facilitating the Jetty Creek Working Group to ensure engagement with current private landowners.
2. Collaborate with GSI in the development of the Source Water Protection Plan, providing insight in acquisition approaches and community engagement.
3. Develop a long-term funding and acquisition strategy.
4. Work with appointed Watershed Committee to ensure watershed management approaches.
5. Identify and pursue funding opportunities to support the identified goals for the Jetty Creek Watershed Project.
6. Support additional needs as identified by CORB.

<b>Activity No.</b>	<b>Timing</b>	<b>Frequency</b>	<b>Duration (hours)</b>	<b>Total Hours</b>
1	January 204 – December 2024	Monthly	3	36
2	January 2024 – December 2024	Monthly	3	36
3	April 2024	Once	3	30

4	January 2024 – December 2024	Quarterly	3	12
5	January 2024 – December 2024	Monthly	4	48
6	January 2024 – December 2024	Weekly	1	52
			Hours	214
			Rate	\$110
			Total	\$21,400

DRAFT

**CITY OF ROCKAWAY BEACH, OREGON  
ORDINANCE NO. 24-xxx**

**AN ORDINANCE AMENDING CITY OF ROCKAWAY BEACH CODE OF  
ORDINANCES CHAPTER 113 RELATED TO SHORT-TERM RENTALS**

**RECITALS:**

1. The City Council is concerned for the health and welfare of the residents of Rockaway Beach and find that short-term vacation rentals can impact residents' enjoyment of the City and their property.
2. The City Council is also concerned with the health and welfare of visitors to the City that may stay in a private home acting as a short-term vacation rental.
3. In 2022, the City Council adopted Rockaway Beach Code Chapter 113 to balance the interests of neighbors, vacationers, and vacation rental owners. After working under the new regulations for the past year, the City Council finds that updates are needed to continue to strike the correct balance amongst the various interests.
4. Short-term rentals and the impacts of short-term rentals are major concerns for jurisdictions all over Oregon, and particularly along the Oregon coast. Tillamook County recently enacted license caps for short-term rentals in unincorporated areas of the County. Relatedly, Oregon is also suffering through a documented and significant housing shortage that the City Council finds is exacerbated in coastal communities with significant inventories of short-term rentals.
5. To address the interests of the community, including vacationers, property owners, and neighbors, and to address the need for workforce housing in our community, the City Council wishes to implement a cap on the total number of short-term licenses within the City to better ensure the long-term livability for both residents and vacationers.

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

Section 1. The City of Rockaway Beach Code of Ordinances Section 113.02 is hereby amended, in total, as follows:

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

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

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

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

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

(E) Number of licenses available. The City Council shall establish the total number of licenses available by Council resolution. Except for licenses that may be granted to owners on the under-construction waiting list, the City will not issue more licenses than the total number of licenses established by the City Council.

For license renewals each year, priority will be given to existing licenses seeking renewal, so long as a complete renewal application is received by the City by June 30, or the next business day if June 30 falls on a day City Hall is closed. After June 30, if existing licenses are below the total number of licenses established by the City Council, new applications will be accepted from the new license waiting list.

(F) New license waiting list. Once the total number of allowed licenses have been issued by the City, the City will maintain a waiting list for those owners wishing to obtain a license. An owner of property may submit a waiting list request form with the City.

The City will develop a form for this purpose, requesting basic information from the owner, including but not limited to the property address, the owner's name, and the owner's contact information. It is each owner's responsibility to maintain correct information on file with the City while on the waiting list.

The City will time stamp each complete waiting list request form submitted to mark the date and time a complete form was received by the City. The order of owners on the waiting list will be set by the chronological order of the time stamp on each owner's completed waiting list request form. The City Council may establish a fee by resolution for submitting a waiting list request. The City Manager may develop policies for maintaining the waiting list. Positions on the waiting list are personal to an owner and non-transferrable.

When the number of issued licenses falls below the total number of licenses allowed, owners on the waiting list will be contacted in the order in which their completed waiting list request forms were received. When contacted at the contact information provided by the owner, the owner will have ten business days to submit a complete license application. Failure to submit a complete application within ten business days will forfeit the owner's opportunity to submit an application, remove the owner from the waiting list, and cause the City to move to the next owner on the waiting list.

(G) Under-construction waiting list. Notwithstanding the new license waiting list, the City will also maintain a waiting list for residential properties under-construction. If, pursuant to a valid building permit issued on or before March 29, 2024, an owner is actively constructing a residential structure that the owner intends to use as a short-term rental, the owner may submit a provisional application with the City and be placed on a waiting list created by the City for such provision applications. The City will time stamp each complete provisional application submitted to mark the date and time a complete provisional application was received by the City. It is each owner's responsibility to maintain correct information on file with the City while on the waiting list. The City Council may establish a fee by resolution for submitting a provision application. The City Manager may develop policies for maintaining the under-construction waiting list. Positions on the under-construction waiting list are personal to an owner and non-transferrable.

Once issued a certificate of occupancy, an owner on the under-construction waiting list may contact the City in writing to process their provisional application. Failing to contact the City within thirty (30) days after obtaining a certificate of occupancy will void the provisional application and the owner will be removed from the under-construction waiting list. Once an application is complete, notwithstanding the license cap established by this section, the City will issue the owner a license. Licenses issued to owners on the under-construction wait list may be renewed in subsequent consecutive years notwithstanding the license cap established by this section. Failing to timely renew a license in any one year will forfeit the ongoing renewal preference.

An owner on the under-construction waiting list must obtain a certificate of occupancy for the applicable property and must contact the City to process their provisional application on or before April 30, 2025. After February 29, 2025, the under-construction waiting list will lapse and any remaining owners on the list will be transferred to the new license waiting list according to the time their provisional application was received by the City.

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

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

1st reading by the Rockaway Beach City Council \_\_\_\_\_.

2nd reading by the Rockaway Beach City Council \_\_\_\_\_.

Adopted and Approved by the Rockaway Beach City Council \_\_\_\_\_.

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

City Council	Aye/Nay
Mary McGinnis	/
Tom Martine	/
Kristine Hayes	/
Alesia Franken	/
Penny Cheek	/

Attest:

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

**RESOLUTION NO. 24-10XX**

**A RESOLUTION ESTABLISHING LIMITS (CAP) ON THE NUMBER OF SHORT-TERM RENTAL (STR) LICENSES THAT MAY BE ISSUED**

**WHEREAS**, the City of Rockaway Beach regulates the licensing and operation of STRs through Ordinance 24-XXX; and

**WHEREAS**, the City Council adopted amendments to Ordinance XX on February xx, 2024, authorizing, among other things, the City Council to establish by Resolution limitations on the number of STR licenses that can be issues or exist at any one time; and

**WHEREAS**, the Council wishes to exercise the authority granted in Ordinance 24-XX and set limits on the number of STR licenses that can be issued or exist at any one time.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

Section 1. Effective XX, 2024, a total of \_\_\_\_\_ licenses will be available at any one time.

Section 2. Except for licenses that may be granted to owners on the under-construction waiting list, the City will not issue more licenses than the total number of licenses established by the City Council.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE xxTH DAY OF FEBRUARY 2024.**

APPROVED

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

ATTEST

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



## City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5

Rockaway Beach, OR 97136

(503) 374-1752

Fax (503) 374-0641

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### MEMORANDUM

TO: Luke Shepard, City Manager  
FROM: Melissa Thompson, City Recorder  
DATE: November 13, 2023  
RE: Code Violations on Property Located at 603 S. Easy Street, Rockaway Beach

On November 6, 2023, the City received an email complaint and photographs from a citizen about the property located at 603 S. Easy Street (Map and Taxlot 1N1005BD06600), which is in the City of Rockaway Beach, Tillamook County, Oregon. The complainant indicated that there was junk in front of the house that had grown.

On November 9, 2023, a Tillamook County Sheriff's Deputy inspected the property and found that rubbish, junk, debris, lumber, wood, logs, metal, an abandoned automobile, and unguarded machinery, equipment or other devices, are present on the property, in violation of Rockaway Beach Municipal Code Sections 94.036 Attractive Nuisances and 94.061 Junk.

On November 13, 2023, the City Manager determined that nuisances existed. The City posted this property, and sent a first class and certified mail copies of a letter indicating that nuisances exist and the City's intent to initiate abatement procedures.

On November 21, 2023, a Tillamook County Sheriff's Deputy inspected the property and took photographs documenting that rubbish, junk, debris, lumber, wood, logs, metal, an abandoned automobile, and unguarded machinery, equipment or other devices are still present on the property, in violation of Rockaway Beach Municipal Code Sections 94.036 Attractive Nuisances, and 94.061 Junk. Photos are attached to this memo.

Due to the fact we continue to receive complaints on this property and the nuisances continue to exist, staff recommends that the City post this property with an official Notice to Abate to address these conditions that are injurious or detrimental to the public health, safety or welfare of the City of Rockaway Beach and its residents.



Sheriff's Department Photos – November 21, 2023

















## City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5  
Rockaway Beach, OR 97136  
(503) 374-1752 Fax (503) 374-0641

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November 21, 2023

Randall Vance  
603 S. Easy Street

Rockaway Beach, OR 97136

**SUBJECT: NOTICE TO ABATE NUISANCES**  
603 S. Easy Street ("Property")  
Tax & Map Lot: 1N1005BD06600

Dear Mr. Vance:

You have been identified as the owner or person in charge of the above-referenced Property. Attached hereto is a copy of the Notice to Abate Nuisances, which has been posted at the Property as of November 21, 2023. This letter is provided to you pursuant to Rockaway Beach Municipal Code ("RBMC") Section 94.090.

The City has determined that certain nuisances exist at your Property, in violation of RBMC Sections 94.036 Attractive Nuisances and 94.061 Junk. The nuisances on this property include rubbish, junk, debris, lumber, wood, logs, metal, an abandoned automobile, and unguarded machinery, equipment or other devices, photos of which are attached to this letter and the Notice to Abate Nuisances.

The specific nuisance code violations include:

**RBCC 94.036 ATTRACTIVE NUISANCES.**

(A) No owner or person in charge of property shall permit thereon:

- (1) Unguarded machinery, equipment or other devices which are attractive, dangerous and accessible to children;
- (2) Lumber, logs or piling placed or stored in a manner so as to be attractive, dangerous and accessible to children;

*Examples in attached photos include, but are not limited to:*

*Unattended gas can*

*Wood, lumber and pallets*

*Improperly stored logs*

*Tires*

*Metal and/or plastic parts leaning against house*

*Miscellaneous metal and wood between vehicles (greenhouse roof)*



*Ladder in yard*  
*Buckets*  
*PVC shelving*  
*Miscellaneous junk between vehicles and building*

**RBCC 94.061 JUNK.**

(A) No person shall keep any junk outdoors on any street, lot or premises, or in a building that is not wholly or entirely enclosed, except doors used for ingress and egress, or in an area not entirely concealed from view.

(B) The term JUNK as used in this section includes all old motor vehicles, old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances or parts thereof, old iron or other metal, glass, paper, lumber, wood or other waste or discarded material.

*Examples in attached photos include, but are not limited to:*

*Tarps, Bags, trash and rubbish throughout yard*  
*Cardboard*  
*Unregistered 1994 black Ford Ranger truck*  
*Miscellaneous metal and wood between vehicles (greenhouse roof)*  
*Lumber adjacent to vehicle*  
*Junk and rubbish under and in bed of black truck*  
*Miscellaneous junk between vehicles and building*  
*Visible junk on porch at the top of the stairs*

Pursuant to RBMC Sections 90.090-.999, if the property owner or the person in charge of the property fails to abate the nuisances listed above by clearing the property of rubbish, junk, debris, lumber, wood, logs, metal, an abandoned automobile, and unguarded machinery, equipment or other devices on or before **December 1, 2023**, the City of Rockaway Beach may proceed to abate the nuisances, and the cost of the abatement, including administrative overhead and interest, will be charged to the person responsible. Failure to pay the charge may result in the City placing a lien against the property, including any and all costs associated with filing the lien. Failure to abate a nuisance may warrant imposition of a fine or imprisonment, as provided under RBMC Section 90.096-94.999.

The property owner and/or person in charge of the property may protest this order to abate by giving notice in writing to the City Recorder within ten (10) days from the date of this notice, **not later than December 1, 2023**. Please address a notice of protest or any other correspondence regarding this action to: City of Rockaway Beach, Attn: Melissa Thompson, City Recorder, PO Box 5, Rockaway Beach, OR 97136.

Sincerely,

Melissa Thompson  
City Recorder

cc: Luke Shepard, City Manager

# **CITY OF ROCKAWAY BEACH NOTICE TO ABATE NUISANCES**

Pursuant to Rockaway Beach Municipal Code, Section 94.090, the City of Rockaway Beach hereby gives:

**Randall Vance  
and/or  
any other owner or person in charge of this property**

Notice that nuisances exist on this property located at:

**603 S. Easy Street  
Rockaway Beach, Tillamook County, State of Oregon.**

The nuisances on this property include lumber, unguarded machinery and equipment, and junk, and therefore violate Rockaway Beach Municipal Code Sections 94.036 Attractive Nuisances and 94.061 Junk.

**The nuisance on this property MUST be abated within ten (10) days of the date of this notice. If the nuisance is not abated within that ten (10) day period, the City may abate the nuisance and the cost of abatement, if not paid, shall be a lien against the property.**

The owner or other person in charge of this property may protest this notice to abate to the City Recorder within ten (10) days from the date of this notice. Failure to abate a nuisance may warrant imposition of a fine or imprisonment, as provided under Rockaway Beach Municipal Code Section 90.096-94.999.

**This notice is dated the \_\_\_21st\_\_\_ day of November 2023.**

**City of Rockaway Beach**

Determination of Nuisance Made and Abatement Ordered by:

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

















**RESOLUTION NO. 23-1007**

**A RESOLUTION AUTHORIZING ABATEMENT BY THE CITY OF NUISANCES AT  
603 S. EASY STREET**

**WHEREAS**, pursuant to Rockaway Beach Municipal Code (“RBMC”) Section 94.090, City staff caused a Notice to Abate to be posted upon the property located at 603 S. Easy Street (“Property”), Tax & Map Lot 1N1005BD06600 on November 21, 2023; and

**WHEREAS**, Randall Vance has been identified as the owner or person in charge of the above-referenced Property; and

**WHEREAS**, the Notice to Abate Nuisances required the removal of certain nuisances at the Property, in violation of RBMC Sections 94.036 Attractive Nuisances and 94.061 Junk; and

**WHEREAS**, the Notice to Abate Nuisances further provided if the property owner or the person in charge of the property failed to abate the nuisances on or before December 1, 2023, the City of Rockaway Beach may proceed to abate the nuisances, and the cost of the abatement, including administrative overhead and interest, would be charged to the person responsible; and

**WHEREAS**, RBMC Section 94.093 provides that if within the time allowed, the nuisance has not been abated by the person responsible, the Council may cause the nuisance to be abated, and

**WHEREAS**, Randall Vance failed to file any protest and failed to abate the nuisance conditions by the stated deadline.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rockaway Beach City Council hereby authorizes City staff to proceed with abatement of nuisances at 603 S. Easy Street, and charge the person responsible for the property with the costs for the abatement, including a 20% fee for administrative overhead.

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

APPROVED

---

Charles McNeilly, Mayor

ATTEST

---

Melissa Thompson, City Recorder



## **Rockaway Beach Community Grant Application**

Date: November 21<sup>st</sup>, 2023

Submitted by: Pam Hiller, Developmental Disability Advisory Council Chair

Contact Information: [REDACTED]@gmail.com  
P.O. Box [REDACTED]  
Rockaway Beach, Oregon 97136  
Cell phone: [REDACTED]

### **Tillamook County**

#### **Developmental Disability Program**

**We are requesting funds for our 2<sup>nd</sup> ANNUAL DEVELOPMENTAL DISABILITY (DD) PROGRAM PICNIC for people in our community and county who experience an intellectual and/or a developmental disability and their families.**

**The planned date of the picnic is scheduled for Thursday, June 27<sup>th</sup> (Exact time in afternoon TBD).**

**We are requesting up to \$1000.00 to help us pay for food, supplies, games and raffle prizes.**

Last year, the overall cost of the picnic was approximately \$875.00 for food and supplies. We worked with multiple partners to get additional expenses paid for. Our inaugural picnic welcomed 134 attendees when we only expected 30-50 participants, most of who were enrolled in our program along with families, providers, and community partners. We expect an even bigger turnout in year two. Please see expected budget for the second edition.

**We keep the menu simplified to cost considerations and offer: Hamburgers and hot dogs, potato salad, fruit, cookies, and drinks.**

**We provided an array of activities including; painting, raffle prizes, karaoke, basketball, and other field games.**

**Last year, we were able to bring everyone together at Phyllis Baker City Park in Rockaway which was a very successful event and we were so happy to see everyone. We were partners with the Tillamook Family Counseling Center and Developmental Disability Program who support the developmental disability population all over our county as well as Sammy's Place, Marie Mills, numerous local businesses, the Chamber of Commerce, Rockaway Beach Fire Department, Emergency Management Services, Sheriff's Office and Neah-Kah-Nie Life Skills Class.**

**This year we would like to grow in the focus of being more inclusive to the greater community and welcome neighbors of Rockaway. I have a short story that will help you understand. I was at a meeting at City Hall and they asked me about what project I was working on and needed funding for. I explained it was for the first annual DD Picnic and the gentleman in the meeting stopped me after the meeting was over and told me he lived next to Phyllis Baker Park. He stated he and his wife heard the event and saw how much fun we were having and wondered what we were doing. I explained to him that it was our first time and we had no idea it would be as big as it was. He said he would have enjoyed being invited**

and asked if he could come this year. I said that would be so awesome and that our goal was to have out people integrated as much as possible and be seen as valued community members just like everyone else. I told him the best way to make friends was to spend time together as part of the whole community. As an advocate for people with different needs, it is my goal to be able to be more inclusive with our children, teens, people with disabilities and our seniors. I told him I believed they were overlooked often in our society. Their value is minimized and we need all voices. Also, this community member suggested writing a story about the event in order to get the word out to more people.

This is a great opportunity for businesses to be available for the opportunities for people to shop and gather together. I plan to see if there are any businesses that are willing to donate prizes or advertise at the event in support of the effort with the plan to be part of our outreach process.

#### **OUR BUDGET:**

- We have a karaoke machine already reserved through Sammy's Place (donation)
- Sammy's Place also donated the cost of the EH permit for the event last year
- We are asking both Sammy's Place and the Chamber of Commerce if one of them could sponsor the event to cover the liability insurance for the park (to be determined)
- We are having the Developmental Disability Program donating all the printed flyers, barbeque, utensils, food containers, etc.
- We have field games like corn hole and basketballs donated for use
- We have extra tables and chairs provided by the Developmental Disability Program and other community partners
- Since we have more people planning to attend and the cost of food will increase, we need to make sure we can feed everyone who attends the picnic
- Our Advisory Council will handle outreach and invitations to the City and Tillamook County Council, as well as the media. We would like to make sure we can put the City of Rockaway Beach on our flyer as our partner for this event. Please contact me, Pam Hiller with whom I may need to work with on this grant if further and appropriate action is necessary

**Thank you and if you have any questions, please don't hesitate to contact me directly.**



# First Annual Summer Picnic

Karaoke

Games

**COME CELEBRATE WITH  
THE PERSONS AND FAMILIES LIVING  
WITH ID/DD IN OUR COMMUNITIES**

Free Hamburgers and Hot Dogs  
for our guests!

Thursday, June 29, 2023  
3pm to 8pm

Phyllis Baker City Park  
Rockaway Beach

**RSVP NOW**

**503 - 815 -5451**

**Bring Chairs & Blankets**

**--For safety reasons, any food brought by  
guests can not be shared--**

Art Projects

Raffle Prizes

~~LAST  
YEARS~~

# FUN!

Sammy's Place



Oregon COAST Network



CLATSOP COUNTY DEVELOPMENTAL DISABILITIES  
ADVISORY COUNCIL



# ABOUT US

The Tillamook Family Counseling Center's Developmental Disabilities Team provides access to local, regional, and statewide resources for children and adults who experience a developmental disability.

In addition to comprehensive case management and service coordination, our staff assists with early intervention and phase of life transitions. Our team will work closely with eligible individuals to ensure needs are addressed in a collaborative manner utilizing a variety of strategies.



# TILLAMOOK DEVELOPMENTAL DISABILITY PROGRAM

## CONTACT US TO APPLY



### PHONE

503-842-8201  
1-800-962-2851 (TOLL FREE)



### EMAIL

DD@TFCC.ORG



### WEBSITE

WWW.TFCC.ORG



### ADDRESS

3600 3RD ST.  
TILLAMOOK, OR 97141



TFCC.ORG







## WHAT SERVICES ARE AVAILABLE?

- Comprehensive and lifespan case management support
- Person centered services and service planning
- Attendant and in home support and skills training
- Relief Care
- Employment and Day Support Activities
- Home and environmental modifications
- Specialized medical supplies
- Assistive technology
- Access to child and adult foster care

## WHAT IS A DEVELOPMENTAL DISABILITY?

A developmental disability is a disability diagnosed as a mental or physical condition or a combination of mental and physical conditions resulting in significant impairments to daily functioning. The disability must:

- Have its origin in the brain
- Be established prior to the age of 22, or in the case of intellectual disabilities the condition must be determined before 18 years of age
- Be expected to last indefinitely
- Result in significant impairments in at least two areas of daily functioning: self care, communication, cognitive, mobility, self direction, capacity for independent living and economic self sufficiency
- Not be primarily related to: mental illness, substance abuse, an emotional disorder, Attention Deficit/Hyperactivity Disorder (ADHD), a learning disability or sensory impairment

The most common developmental disabilities include: intellectual disabilities, Down syndrome, autism, cerebral palsy, epilepsy, and fetal alcohol effect or fetal alcohol syndrome.



## CONFIDENTIALITY

We takes your personal privacy very seriously. We are required by law to maintain the privacy of your Protected Health Information (PHI) and to provide you with a Notice of Privacy Practices. Please review the Notice of Privacy Practices by visiting our website at [www.tfcc.org](http://www.tfcc.org).

# Rockaway Beach Community Grant Application

276 S Hwy 101 | PO Box 5 Rockaway Beach OR 97136 | Ph. (503) 374-1752 | [www.corb.us](http://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: Friends of the Rockaway Beach Library
2. Non-Profit #: 93-122455(fed) 23419
3. Mailing Address: PO Box 185, Rockaway Beach, OR 97136
4. Telephone No.: [REDACTED] Jean Scholtz. 503-355-2665 Library
5. Email: [REDACTED]@gmail.com
6. Contact Person: Jean Scholtz
7. Requested Amount: \$5,577.50
8. Project/Use for funds: February Mailing, installation of new flagpole
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](mailto: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](mailto:CityHall@corb.us) or by calling 503-374-1752.

## **Grant Proposal for Friends of the Rockaway Beach Library**

### Funds needed for Large Mailing Project

The friends applied in early 2023 for a mailing permit so that we could do mailings to a large list of people who either live in Rockaway Beach or own property here and would be interested in supporting our library. We need to do one bulk mailing in the first two years to maintain our nonprofit mailing.

We have recently started attracting more local visitors as we have added several changing displays that have had excellent reviews from many library patrons. Our displays currently include the work of local artists, which changes about every 6 weeks and the work of local wood sculptors. We plan to start a local book club and to have some talks from interesting citizens in the future.

We did a small mailing about a year ago. This was only for about 200 library patrons who had purchased memberships in the Friends. This mailing was done by most of the members of the Friends' board. The issue is that if we do the mailing to the city mailing list it will be over 10 times as much work – both in preparation (printing out the actual documents to be mailed along with addresses for the envelopes – both return and to addresses) and the assembly (folding, stuffing envelopes applying labels).

We have an estimate from the Beach Beagle in Garibaldi for this work:

We will need to provide the envelopes and the address labels: The Beach Beagle will fold, stuff, apply the Labels. This estimate is for a two-sided, one page color trifold.

Printing, folding, stuffing, and applying labels (for an estimated 2700) will run \$1,635. In addition, we need to purchase a bulk mailing permit which the US postal service has told me will run \$370. The cost of paper and envelopes will be \$190. The estimate I currently have for postage is 28 cents/letter. So, I estimate the cost at \$756.

Total cost (labor and materials and permits) is: \$2951

### Flag for the Library

The second part of the grant involves setting up an external flagpole in front of the library. The current flag is on PVC pipe that extends from a wooden holder attached to the deck. We recently had an issue with this falling over and ruining a flag. In our last grant you did allocate some funding for us for a flagpole and installation. In considering this again we have decided that purchasing a higher-grade flagpole would be better. There are two issues involved in getting a flagpole. One is purchasing it (the easy part) and the second is getting it set up and installed.

The estimate we have for purchasing a flagpole and getting it shipped:

Federal Flags in Atlanta Georgia will provide us with a 25 ft commercial Flagpole with clear anodized finish recommended for coastal application for \$1,862.50 plus \$595 shipping for a total of \$2,456.50.

In addition, we will need to pay for materials and installation.

This involves clearing away a structure that a blower for the furnace sat on, digging a 2.5 ft x 3 ft hole, and filling it with concrete, sand and gravel then inserting the flagpole. In addition, we will install a spotlight (there is an electrical box on the outside of the library just above where the flagpole will be installed).

Sand and gravel cost: \$20 + delivery \$65 (unless we can find someone with a truck to pick it up)

Concrete cost (mixed): \$385 (with delivery – already mixed).

Spotlight: \$150 (estimate)

Labor: removing the base that the old furnace blower sat on, digging the hole, putting in the sand, gravel, and mixed concrete, and raising up the flag:

Without labor: \$3,076.50

Labor: 10 hours @\$50 = \$500

Total: \$3,576.50

In our earlier proposal, we estimated a new flagpole and installation of it and were given \$950. We have subtracted this from the new estimate. I am sorry but I think we basically underestimated what was needed for a flagpole that would last for some time. We also thought we could install it on top of the old blower pad, which turns out not to be feasible.

Cost for flag pole - \$950 already given to us

$\$3,576.50 - \$950 = \$2,626.50$

**Total requested \$2951 (mailing) + \$2,626.50 (flagpole) = \$5,577.50**

# Rockaway Beach Community Grant Application

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



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- Grant funds will not be used for travel, budget deficits or for routine operating expenses.

Please type or print clearly:

1. Organization: \_\_\_\_\_
2. Non-Profit #: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Telephone No.: \_\_\_\_\_
5. Email: \_\_\_\_\_
6. Contact Person: \_\_\_\_\_
7. Requested Amount: \_\_\_\_\_
8. Project/Use for funds: \_\_\_\_\_
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](mailto: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](mailto:CityHall@corb.us) or by calling 503-374-1752.

## Rockaway Beach Community Grant Application 2023

### Proposal Letter

**Proposed Project: Speaker Series: Safeguarding and Restoring Drinking Watersheds**

**Applicant: Fulcrum Community Resources for the benefit of North Coast Communities for Watershed Protection**

**Fulcrum Community Resources' mission is to *foster the transition of the Nehalem Bay community to a sustainable future.*** Since 2005 our volunteer group has initiated and coordinated local programs in north Tillamook County. We have also sponsored others' projects that fit with our mission and goals. We see Fulcrum, not as a hub, but as an enabling node – one of many groups locally who are organizing and creating projects. Our guiding philosophy is that the most effective and innovative projects are initiated at the grassroots community level. [www.fulcrumresources.org](http://www.fulcrumresources.org)

### **Fulcrum's Purpose & Goals:**

- Manifest the deep interconnectedness and community that is the heart of sustainability... for our grandchildren.
- Initiate and sponsor projects that assist the transition of the Nehalem Bay community of coastal Oregon to a sustainable future.
- Provide fiscal sponsorship (i.e. 501c3 tax exempt status) for funding for compatible groups and projects.
- Organize and network among local organizations, as well as connect us all to the outside world.

**North Coast Communities for Watershed Protection** is a grass-roots association of residents from Rockaway Beach and surrounding communities. The group began in 2012 with the actions of Rockaway residents concerned about clear cutting and pesticide spraying in the Jetty Creek Watershed—the primary source of our community's drinking water. The community became concerned about the resulting water quality and quantity. We want to know that the air we breathe and water we drink are safe. NCCWP now consists of over 60 active members and partners with neighboring communities facing similar air- and water-quality issues. Along with statewide organizations, NCCWP advocates for forest practices that will ensure clean air and water for all living beings. NCCWP aims to educate community members and coastal visitors about the connection between forest practices and the quality of their air and water. Activities include community outreach through sponsoring science-based speakers and workshops, researching local drinking watershed issues, tabling at area farmers markets and other events, legislative lobbying to advocate for clean air and water policies, and more. NCCWP has gathered over 1,500 signatures on its petition, Protect Oregon Coastal Drinking Watersheds, advocating for the cessation of logging operations and pesticide use in drinking watersheds across all land ownership in the North Oregon Coast and for an end to pesticide applications near where people live and recreate.



## **Proposed Use of Grant Funding: Speaker Series: Safeguarding and Restoring Drinking Watersheds**

NCCWP proposes to arrange and mount “Speaker Series: Safeguarding and Restoring Drinking Watersheds” to provide a public forum for community education and engagement in a critical issue facing the City of Rockaway Beach: protection of the quality and quantity of drinking water from its primary water source, the Jetty Creek watershed. The in-person speaker series will bring to Rockaway three speakers who will address different important aspects of protecting the quality and quantity of the water in coastal drinking watersheds.

The proposed series responds to the Rockaway city council’s recent decision to enter a Memorandum of Understanding (MOU) with Nuveen Natural Capital, Stimson Lumber, Sustainable Northwest, North Coast Land Conservancy, and local community representatives, collectively known as the Jetty Creek Working Group. The MOU’s intent is “to create a collaborative solution for long-term stewardship of the watershed, thereby continuing to transform characterization of the watershed from being a ‘problem’ to becoming a ‘collaborative, sustainable solution.’”

NCCWP would like to contribute to this important effort to protect our watershed by bringing into the community speakers on relevant topics that will in turn create well-informed community members. The speakers will have the expertise and qualifications to provide science-based insights into the impact of industrial forest practices upon watersheds and solutions for how to protect them for a sustainable future of our towns. The goals of this series are also consistent with the mission of NCCWP, to educate the community about the connection between forest practices and the quality of their air and water, as well as to advocate for forest practices that will ensure clean air and water.

NCCWP would like to invite the City of Rockaway Beach to co-sponsor the speaker series, as part of its community outreach regarding the city’s current efforts to reach a sustainable solution in protection of the quality and quantity of its drinking water sources.

**Format:** The series will be held in person once a month in January, February, March of 2024. Time slot: 6:00-8:00 pm. Location: St. Mary’s by the Sea Catholic Church, Rockaway Beach. Format: speaker presentation with slides, Q & A, reception with modest refreshments for community networking and follow-up.

### **Proposed Speakers:**

- **Chuck Willer** is co-director of Coast Range Association, a 501c(3) nonprofit that has been working since 1991 to find just protections for Western Oregon’s forests while supporting a vibrant rural economy. Willer will address the importance of community ownership/management of their drinking watersheds. He’ll outline different types of local, democratic control (e.g. co-ops, people’s utility districts) over community watersheds by local governments, community non-profits, and tribes. Drawing on his involvement in

multiple coastal grassroots efforts regarding forest water issues in Oregon, Willer will engage the community members in this timely discussion and suggest how they can get involved in safeguarding and protecting our drinking water sources.

- Herb Hammond**, BSc Forest Science (OSU), MA of Forestry in Forest Ecology (UW). Hammond will address what comprises a healthy watershed and guide a community discussion about how to assess, safeguard and restore the Jetty Creek watershed. He'll draw on decades of experience working with Indigenous Nations and other rural communities across Canada and other parts of the world to develop ecosystem-based conservation plans to protect their watersheds. Jetty Creek bears an uncanny resemblance to Peachland watershed where Hammond now lives in British Columbia. Having grown up in Corvallis and worked in Oregon forestry, Hammond blends the perspective of a forest ecologist and professional forester. He is the author of *Seeing the Forest Among the Trees: The Case for Wholistic Forest Use* (1991) and *Maintaining Whole Systems on Earth's Crown: Ecosystem-based Conservation Planning for the Boreal Forest* (2009).
- Suzanne Simard**, PhD Forestry (OSU), Professor of forest ecology, University of British Columbia. Dr. Simard will address how our communities can identify sustainable forest renewal practices that are the key to access to clean and abundant drinking water: maintaining forest resilience, protecting biodiversity, and supporting carbon storage and forest regeneration as climate changes. She is concerned about the consequences of pesticide usage in our forests for the health of forests, people and animals. Her influential book *Finding the Mother Tree: Discovering the Wisdom of the Forest* (2021) blends science and memoir of a lifetime of studying forest ecology.

**Proposed Budget: Amount requested: \$4,567.5**

Item	Cost
• Honoraria per speaker \$1,000 x 3	<b>\$3,000</b>
• Rental fee for use of meeting room and facilities, St Mary's by the Sea \$100 x 3	<b>\$300</b>
• Reception snacks (seltzers, cider, cookies) \$50 x 3	<b>\$150</b>
• Publicity costs (posters, media ads, press releases)	<b>\$300</b>
• Video recording and production costs. \$200 x 3	<b>\$600</b>
• Administrative fee required to 501c3 fiscal sponsor, Fulcrum Community Resources (5% of funds requested for events)	<b>\$217.50</b>
• .05 x \$4,350 = \$187.50	
• Total	<b>\$4,567.50</b>

### **Other Evaluation Considerations:**

- **History of Success:** NCCWP was founded in 2012 by Rockaway-based residents concerned about clear cutting of forestland and pesticide spraying in the Jetty Creek Watershed. Over time as it has strengthened its impact and engagement on watershed protection issues, NCCWP expanded its reach to include members from neighboring North Coast communities who share concerns about the quality and quantity of their drinking watersheds. In 2023 an Astoria chapter of NCCWP was inaugurated. NCCWP collaborates with regional and statewide partners including Lower Nehalem Community Trust, Oregon Shores Conservation Coalition, Wild Salmon Center, and most recently created a “sister watershed” with the Peachland Watershed Protection Alliance in Peachland, British Columbia, Canada.
- **Fulfilment of Previous Grant Obligations:** NCCWP previously received funding under the auspices of grants awarded to larger partner organizations that integrated NCCWP into their projects. Oregon Wild received a Patagonia Grant and Sustainable NW received a grant from Meyer Memorial Trust. NCCWP completed its obligations, and Oregon Wild and Sustainable NW submitted the final reports.
- **Organizational and Financial Stability:** NCCWP has an organizational structure of key officers and a steering committee. Nancy Webster is president, Sharon Smith is secretary-treasurer. NCCWP receives ongoing financial support from individual members, approximately \$20,000 annually. Fulcrum Community Resources our 501(c)3 tax exempt federal fiscal sponsor; NCCWP is a registered nonprofit corporation and charitable organization with the state of Oregon. We have two part-time paid assistants, a website [healthywatershed.org/](http://healthywatershed.org/) and a Facebook page, [www.facebook.com/NCCwatershedprotection/](https://www.facebook.com/NCCwatershedprotection/).
- **Community Members Served by the Funding Request:** The proposed in-person speaker series will be free and open to the public to permit community engagement with knowledgeable presenters. Topics will be relevant to drinking watershed protection of concern to us all, to enable community members to better understand where their water comes from, the importance of watershed protection and ecologically sustainable forest plans, so that they can more informatively get involved in planning Jetty Creek’s future. An evening timeslot should make the series more amenable to working folks’ schedules. A reception with modest refreshments will follow the Q&A to provide an opportunity for community interaction and networking.

NCCWP will widely publicize each event through electronic and social media to reach as broad an audience as possible. We will outreach with posters/flyers, and phone trees.

It is difficult to anticipate the number of in-person attendees. But a recent November 2023 NCCWP zoom speaker event drew 200 actual viewers (out of some 400 registrants), many of them seniors, which establishes that drinking watershed protection draws considerable

community concern. In person, the audience is likely to be 50-75. Ideally, we will also record the events and post videos on the NCCWP website to expand our educational outreach.

- **Ability to Measure and Track Effectiveness of Project:** NCCWP will keep track of number of attendees at each of speaker event. A brief audience survey following the event will query whether respondents found the speaker informative, ask for one new thing they learned, if they found the event worthwhile, etc. Audience members may elect to sign NCCWP's Petition to Protect Coastal Drinking Watersheds. These measures of effectiveness will be summarized to include in NCCWP's final letter to the city reporting on completion of the proposed project and detailing how funds were used.