



City of Rockaway Beach

Regular City Council Meeting Agenda

Date: Wednesday, November 13, 2024
Time: 6:00 P.M.
Location: Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

Watch live stream here: corb.us/live-stream

View meeting later here: <https://janescottvideoproductions.com>

Join here to attend remotely:

<https://us06web.zoom.us/j/81476649483?pwd=AUmSB4qM8iXduaKbaGBgKujnZWCFI.1>

Meeting ID: 814 7664 9483

Passcode: 379968

Dial by your location

253 215 8782 US (Tacoma)

How to Provide Public Comment (Citizen Input):

- Written Comments may be submitted electronically by sending an email no later than 48 hours prior to the meeting to CityHall@Corb.us
 - In Person – sign-up sheet and instructions will be located on the table outside of the meeting room.
 - Virtually on Zoom – use the “raise hand” feature when the Mayor announces it is time to do so.
-

1. CALL TO ORDER – Charles McNeilly, Mayor

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mayor: Charles McNeilly

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

4. CONSENT AGENDA

- a. Approval of Amended September 11, 2024 Regular Meeting Minutes
- b. Approval of October 9, 2024 Regular Meeting Minutes
- c. Approval of October 9, 2024 Workshop Minutes
- d. Review of Financial Reports

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

- a. **Presentation - Strategic Plan Final Report** – Sara Singer Wilson, SSW Consulting
- b. **Presentation - Salmonberry Trail** – Mike Rose, Alta Planning and Design
- c. **Presentation – Environmental Protection Agency (EPA) and Oregon Watershed Enhancement Board (OWEB) Grants** – Daniel Wear, Sustainable NW

6. STAFF REPORTS

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

7. PUBLIC HEARING – None Scheduled

8. CITIZEN INPUT ON NON-AGENDA ITEMS

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS

- a. **Consideration of Resolution 2024-42 Adopting the 2025-2029 Strategic Plan**
- b. **Consideration of FEMA Biological Opinion Pre-Implementation Compliance Measures (PICM)**
- c. **Consideration of Resolution 2024-43 Authorizing a Loan from the Safe Drinking Water Revolving Loan Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority**
- d. **Consideration of Resolution 2024-44 Authorizing Execution of a Statutory Partnership Agreement with Sustainable Northwest**
- e. **Consideration of Resolution 2024-45 Authorizing Application for Oregon Watershed Enhancement Board Grant to Support the Lower Jetty Creek Acquisition**
- f. **Consideration of Resolution 2024-46 Recommending Granting of Liquor License Approval for Green Coast Market**

11. ITEMS REMOVED FROM CONSENT AGENDA

12. COUNCIL CONCERNS

13. MAYOR'S REPORT

14. ADJOURNMENT



City of Rockaway Beach

Regular City Council Meeting Minutes

Date: Wednesday, September 11, 2024
Location: Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

1. CALL TO ORDER

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

McNeilly made a statement regarding deportment, requesting that all people respect those in attendance and the opinions of those with whom they may disagree prior, during and after City business meetings.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Start time: [06:02:08 PM \(00:02:08\)](#)

Council Members Present: Mayor Charles McNeilly; Councilors Penny Cheek, Mary McGinnis, Tom Martine, Kristine Hayes, and Alesia Franken

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

4. CONSENT AGENDA

Start time: [06:02:25 PM \(00:02:25\)](#)

- a. Approval of August 14, 2024 Regular Meeting Minutes
- b. Approval of August 14, 2024 Workshop Minutes
- c. Review of August 2024 Check Register

McGinnis made a **motion**, seconded by Martine, to approve the consent agenda.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

- a. **Presentation – Strategic Plan Update** – Ashley Sonoff, SSW Consulting

Start time: [06:03:53 PM \(00:03:54\)](#)

Sonoff gave a presentation covering the goals of the strategic plan, timeline, engagement summary, themes emerging from outreach surveys, and next steps in the strategic plan process. Councilors asked clarifying questions and praised the comprehensive explanation of the strategic plan process and community-driven approaches

6. STAFF REPORTS

a. Fire Department

Start time: [06:29:58 PM \(00:29:58\)](#)

Hesse, attending remotely, presented his staff report on the activities and operations of the Rockaway Beach Fire Rescue department for the month of August 2024. Hesse shared that he and Captain Grace were attending the EMS World Conference. Hesse added that the fire danger has been reduced to moderate, and noted that Tillamook County has participated in five of the fifteen State conflagrations this year. Hesse acknowledged the anniversary of September 11th, 2001. Hesse answered questions about the Nixle alert system and clarified for the Council that summer staffing would continue through October 31st.

b. Sheriff's Office

Start time: [06:38:50 PM \(00:38:50\)](#)

Deputy Kevin Grogan apologized for last month's absence due to training. Grogan summarized the Sheriff's Office report for August 2024. Grogan added that school was in session and to be aware of speed. He commented on law enforcement efforts to make connections with school students. Councilors noted a lighter activity report and expressed gratitude for the deputies' work during the busy summer period. They looked forward to possibly adding more deputies to relieve workload.

c. Public Works

Start time: [06:42:46 PM \(00:42:47\)](#)

Emerson presented his report on recent activities and operations within the Public Works department. He thanked Rachel Johansson and Jeanette Singleton for their generous plant donations for landscaping Anchor Street Park. Emerson confirmed that new signs were installed by Ramsay Signs. It was noted that Narcan installed at Phyllis Baker Park was donated by Robin Bach.

d. City Manager

Start time: [06:47:39 PM \(00:47:40\)](#)

Shepard shared a presentation providing background information on the action items on the agenda. Shepard also provided updates on Lake Lytle improvements, the Wayside Beach Access project, Nedonna Beach Water System improvements, new signs and landscaping at Anchor Street Park and Lake Lytle, upcoming public meeting dates, and a staff highlight.

7. PUBLIC HEARING

a. Ordinance 2024-04 Amending Code Chapter 31 Related to the Planning Commission

Start time: [07:01:37 PM \(01:01:37\)](#)

At 7:01 p.m., McNeilly opened the public hearing.

McNeilly explained that the purpose of the public hearing was to receive comment on Ordinance 2024-04 Amending Code Chapter 31 Related to the Planning Commission.

McNeilly invited public testimony.

Lisa Finkle, resident, testified in opposition, expressing concerns regarding reducing community representation, transparency and accountability, and impairing the Planning Commission's role in strategic planning.

Daniel Howlett, resident, testified in opposition, expressing concerns about the process for advertising and filling vacancies. Howlett advocated for bringing new members to city committees and rotating the Council liaison to the Planning Commission position annually.

McNeilly closed the public hearing at 7:08 p.m.

b. Ordinance 2024-07 An Ordinance Providing Authority and Procedures for Administrative Warrants and Creating a New Code Chapter 97

Start time: [07:08:56 PM \(01:08:56\)](#)

At 7:09 p.m., McNeilly opened the public hearing.

Debby Hunn, resident, expressed concerns regarding safety implications for city employees and advocated for a process and procedure manual to accompany the Ordinance. Hunn advocated for holding a first reading, public hearing, and second reading on different dates, and urged the Council to review the process.

Lisa Finkle, resident, spoke in opposition to the Ordinance and hoped for broader discussion regarding bringing back the police department. Finkle expressed concerns regarding residents' privacy and rights, and potential misuse. She urged the Council to seek community perspectives, particularly from those directly impacted by the ordinance.

McNeilly closed the public hearing at 7:15 p.m.

8. CITIZEN INPUT ON NON-AGENDA ITEMS

Start time: [07:15:20 PM \(01:15:20\)](#)

Ronnie Duckworth expressed frustration and concern over an ongoing drug-related issue on his street, describing a recent fire that broke out at a suspected drug house, resulting in a bus explosion. He requested law enforcement action. McNeilly commented that he would contact Duckworth.

Debby Hunn expressed shock that open litigation was discussed at a recent City Council meeting. Hunn referred to her written testimony, expressing concerns that certain Transient Room Tax (TRT) fund expenditures had been incorrectly budgeted. Hunn expressed additional concerns about election procedures, pointing out inconsistencies with the City Charter, and suggesting that issues could have been resolved without litigation.

Justin McMahan commented that he was a relator in a legal case against the city regarding the election process case and was running for City Council. McMahan acknowledged that they lost the case, but the judge deemed the case reasonable and not frivolous. McMahan stated that city's election process had been changed illegally, and expressed concerns that Ordinance 2024-02 had been presented differently in court than in public meetings. He advocated for ethics and transparency.

Lisa Finkle expressed concerns regarding a neighboring short-term rental property. She shared that the fire pit was a hazard affecting air quality and health. Finkle commented that the property's hot tub led to noise and activity extending beyond the city's quiet hours. Finkle urged the Council to enforce existing regulations and hold property managers accountable.

Rosemary Hamilton waived her time to Nancy Webster. Nancy Webster appreciated that the City was considering microphones for the Council Room.

Nancy Webster spoke in opposition to the Nedonna Wave development, asking the City to deny the entire development. She expressed concerns that development is within the DEQ Source Water Protection Area and near Jetty Creek, another primary water source. Webster stated the area's wells are vulnerable to contamination from high-density housing, construction, pesticide use, and potential saltwater intrusion. She expressed additional concerns that septic systems and sewer infrastructure could not accommodate more density. Webster raised additional concerns about inadequate fire exits and fire risks from beach fires and grass. She urged the Council to protect the area's wetlands, which are part of a saltwater marsh and critical fish-bearing habitat.

Daniel Howlett commented on the recent court case. Howlett expressed concerns that city leaders initially indicated support for removing council position numbers but later reversed their position. He expressed concern that council position numbers were added in 2014 without a vote. Howlett expressed additional concerns about council members running unopposed, concerns regarding meeting audio recordings, and concerns about the expressed intent of the nomination ordinance.

Howlett referred to his submitted written testimony and urged the public to support new leadership in November.

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS

a. Consideration of Resolution 2024-41 Adjusting Appropriations for the 2024-2025 Fiscal Year Budget

Start time: [07:41:58 PM \(01:41:58\)](#)

McNeilly explained that this resolution transfers funds within the General Fund from Contingency to the Administration Department for sound amplification equipment to address residents' concerns with the sound quality at City Council Workshops and Meetings.

No audience members wished to comment.

Martine made a **motion**, seconded by Cheek to approve Resolution 2024-41.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

b. Determination of the Scope of Review for Land Use Appeal #24-1 on the Nedonna Wave Planned Unit Development – Phase 2

Start time: [07:43:54 PM \(01:43:55\)](#)

McNeilly explained to Delta Holderness that the scope of review determination was a non-hearing item. Holderness requested time to comment later on a non-agenda item.

McNeilly explained that the Rockaway Beach Zoning Ordinance, section 11.070(4) provides that the City Council must determine the scope of review prior to hearing appeals. He stated the City Council shall determine, as a non-public hearing item, that the scope of the review will be one of the following: (a) Restricted to the record made in the decision being appealed. (b) Limited to the presentation of additional evidence on such issues as the reviewing body determines necessary for a proper resolution of the matter. (c) A de novo hearing. (d) A remand of the matter to the hearing body for additional consideration. McNeilly stated the City Council held discussion and consultation with the land use attorney in the workshop, and he would now entertain a motion.

Franken made a **motion**, moved, seconded by Cheek, to review land use appeal #24-1 on the Nedonna Wave Planned Unit Development – Phase 2 in accordance with Rockaway Beach

Zoning Ordinance, Section 11.070(4)(B): Limited to the presentation of additional evidence on such issues as the reviewing body determines necessary for a proper resolution of the matter, with a scheduled hearing date of October 9, 2024. Additional evidence shall be provided regarding the issues and criteria raised in the Appeal.

McGinnis explained that the motion was the second option (b) listed by McNeilly. She stated that both the applicant and the appellant gave some indication of what new testimony they would like, and all of their considerations would be included in this scope of review.

Hayes declared that she was going to recuse herself from the vote, stating that she was paid by the developer in 2009 to create the big circle of wetlands that are there. Hayes stated she worked with the wetland specialist and did the signs and the nautical rope that you see around all the wetlands. Hayes said she spoke with the attorney in the workshop and he said while she might not have a conflict of interest, she might have some bias. Hayes stated she had a lot of attachment to the property and so was going to recuse herself and not vote.

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

Aye: 3 (McGinnis, Martine, Franken)

Nay: 1 (Cheek)

Abstain: Hayes

McNeilly invited Delta Holderness to provide public comment on a non-agenda item.

Delta Holderness shared a copy of written testimony submitted by Gary and Renee Corbin urging the Council to deny approval of the Nedonna Wave development. (A copy of the Corbin's testimony is included in the record for the meeting.) Holderness read aloud a statement urging the City Council to start over with a new application process for the 2008 Planned Unit Development (PUD). (A copy of Holderness' testimony is included in the record for the meeting.)

c. First & Second Reading of Ordinance 2024-04 Amending Code Chapter 31 Related to the Planning Commission

Start time: [07:51:16 PM \(01:51:17\)](#)

McNeilly explained Ordinance 2024-04 amends the City of Rockaway Beach Code of Ordinances regarding the Planning Commission. He stated this amendment was approved by the Planning Commission and reviewed by the City Council at two workshops. McNeilly explained that the ordinance was available for inspection in accordance with the City Charter.

McGinnis made a **motion**, seconded by Cheek, to perform the first and second reading by title only of Ordinance 2024-04.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

McNeilly performed the first and second reading by title only of Ordinance 2024-04.

Cheek made a **motion**, seconded by Franken, to approve the first and second reading by title only of Ordinance 2024-04.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

d. Consideration to Adopt Ordinance 2024-04 Amending Code Chapter 31 Related to the Planning Commission

Start time: [07:54:06 PM \(01:54:06\)](#)

McNeilly explained that with the first and second reading now complete, Ordinance 2024-04 is ready for adoption.

McGinnis made a **motion**, seconded by Martine, to adopt Ordinance 2024-04 Amending Code Chapter 31 Related to the Planning Commission.

McGinnis commented that the Ordinance broadens the Planning Commission's authority and makes it more effective. She noted that the old ordinance had strange, outdated provisions. McGinnis noted that some provisions, including limits on the number of real estate professionals, are required by state law. She explained that the Charter provides rules for appointments. McGinnis noted that the work on the ordinance began in February and included citizen involvement, and multiple public meetings.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

e. First & Second Reading of Ordinance 2024-07 Providing Authority and Procedures for Administrative Warrants and Creating a New Code Chapter 97

Start time: [07:58:04 PM \(01:58:04\)](#)

McNeilly explained that Ordinance 2024-07 amends the City of Rockaway Beach Code of Ordinances, adding a new chapter in the City code that provides the authority and procedures for administrative warrants. McNeilly stated that the ordinance was available for inspection in accordance with the City Charter.

Cheek made a **motion**, seconded by McGinnis to perform the first and second reading by title only of Ordinance 2024-07.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

McNeilly performed the first and second reading by title only of Ordinance 2024-07.

Franken made a **motion**, second by Martine, to approve the first and second reading by title only of Ordinance 2024-07.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

f. Consideration to Adopt Ordinance 2024-07 Providing Authority and Procedures for Administrative Warrants and Creating a New Code Chapter 97

McNeilly explained that with the first and second reading now complete, Ordinance 2024-07 is ready for adoption.

Franken made a **motion**, second by Martine, to adopt Ordinance 2024-07.

Hayes commented that she shared in workshop that she spoke with the Sheriff about it and he said nobody should go on property without being accompanied by law enforcement. Hayes advocated for requiring that law enforcement accompany staff. She expressed concerns about loss of land rights and overreach. Hayes indicated she would vote no.

McGinnis spoke in favor of the ordinance, commenting that the city already has an abatement ordinance, and this ordinance gives authority for a Sheriff's Deputy to accompany staff. McGinnis added that some abandoned properties might be treated differently. At the request of McGinnis, Shepard confirmed that the ordinance gives the Sheriff's Office authority to assist.

Cheek concurred with McGinnis, commenting that there was some misunderstanding, and the ordinance allows an officer to accompany staff.

Franken suggested that no one would knowingly put city staff in danger.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 1 (Hayes)

RECESS INTO EXECUTIVE SESSION

At 8:07 p.m., McNeilly announced that the City Council would now recess to a conference room and into Executive Session pursuant to ORS 192.660 (2)(h) to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. McNeilly stated this executive session will include discussion of pursuit of attorney fees against relators in Case No. 24CV37762. He added that no final action will be taken in this closed session it is if a decision needs to be made it will be done when open session resumes.

RECONVENE REGULAR SESSION

McNeilly called the regular session back to order at 9:19 p.m.

g. Consideration of Pursuit of Attorney Fees against Relators in Case No. 24CV37762

Start time: [09:19:10 PM \(02:08:04\)](#)

McNeilly explained that the Council may now consider taking action regarding whether or not to pursue attorney's fees against relators who filed a legal action against the City that was decided in the City's favor.

McNeilly invited public comment.

Debby Hunn commented that today was September 11th and was hoping town would come together. Hunn expressed concerns about Ordinance 2024-04, stating that the state requires single topic ordinances, and one ordinance cannot cover both elections and nominations. Hunn expressed additional concerns about public notice and holding a public hearing and two readings of the ordinance on the same day. She was concerned that video and audio evidence were not allowed in court. Hunn advocated for running an open election with top three votes serving a four-year term, and next two votes serving a two-year term.

Martine made a **motion**, seconded by McGinnis, to pursue an award of attorney fees against realtors in case number 24CV37762.

McGinnis commented that there was a long discussion and consideration that took place during the executive session. She emphasized that while they can provide their reasons for voting, they cannot disclose the legal advice shared in the session. McGinnis addressed misinformation circulating within the community and expressed a desire for healing. She

noted that the judge in the case clearly denied the writ twice and cited laws that supported the city's position, which was her reason for supporting the decision.

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

Aye: 4 (Cheek, McGinnis, Martine, Franken)

Nay: 0

Abstain: Hayes

McNeilly read aloud Council Meeting Rules and Procedures Section 3.13 Duty to Vote: When a question is taken, every member of the Council eligible to vote shall vote unless a Councilor states a valid reason to abstain or has a direct conflict of interest. McNeilly requested that Hayes state a valid reason for abstaining or state that she had a direct conflict of interest. Hayes stated she didn't think so unless she could step out and call her attorney. McNeilly asked that the record show that Hayes did not follow the Council rules that she voted into place.

11. ITEMS REMOVED FROM CONSENT AGENDA – None removed

12. COUNCIL CONCERNS

Start time: [09:26:54 PM \(02:15:48\)](#)

Cheek commented that she was pleased with the audience attendance and participation, and that the whole community should have input into everything that the Council does.

Franken commented that the Tillamook Bay Community College Small Business Development Center is partnering with the Economic Development Council of Tillamook County for a pitch contest, noting that it was a great resource for entrepreneurs or business owners. Franken reported she attended the emergency management meeting for water sanitation and thanked Captain Grace and the Emergency Management team. She encouraged all to view the presentation on the website. Franken also encouraged participation in the Great Shakeout. She reported on attendance at a tour of the Bone Ridge forest. Franken encouraged participation in the Sourcewater Protection Plan Town Hall.

Hayes commented on the hearing about elections, stating that three public officials testified that the Council did not pass an ordinance adding seats and one testified otherwise. Hayes expressed concern and confusion, stating that the judge basically said I'm sorry if you don't understand that you passed that. She encouraged those who were confused to watch the testimony. Hayes expressed additional concerns that the litigation was discussed publicly for political reasons, when others were handled in executive session. Hayes felt this discouraged citizens from speaking up and found it shameful. Hayes shared additional comments reflecting on 9/11.

Martine shared reflections on 9/11, noting that none of us will ever forget.

McGinnis shared reflections on being a teacher during 9/11 and acknowledged first responders. She shared that the League of Oregon Cities' *Local Focus* magazine featured Rockaway's Anchor Street Park. McGinnis commended Bill Hassell and shared about work they were doing to acquire benches for the Boardwalk, and efforts to mitigate milfoil. She shared that they represented Rockaway with Hassell's drone photos at a Salmonberry Trail Foundation event, thanking Public Works for their help. McGinnis encouraged attendance at the upcoming Arts & Music Festival and the Great Shakeout event.

13. MAYOR'S REPORT

Start time: [09:37:35 PM \(02:26:29\)](#)

McNeilly shared slides, providing updates on an increase in visits to the visitor website, indicating that the QR was being utilized. He shared images of new Rockaway Beach Shopping Bag designs. McNeilly extended thanks to Nan Devlin and the Tillamook Coast Visitors Association.

14. ADJOURNMENT

Start time: [09:39:56 PM \(02:28:50\)](#)

Martine made a **motion**, seconded by Cheek to adjourn the meeting at 9:39 p.m.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

MINUTES APPROVED THE
13TH DAY OF NOVEMBER 2024

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

City of Rockaway Beach

Regular City Council Meeting Minutes



Date: Wednesday, October 9, 2024
Location: Rockaway Beach City Hall, 276 Hwy 101 - Civic Facility

1. CALL TO ORDER

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

McNeilly made a statement regarding department, requesting that all people respect those in attendance and the opinions of those with whom they may disagree prior, during and after City business meetings.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Start time: [06:02:26 PM \(00:01:40\)](#)

Council Members Present: Mayor Charles McNeilly; Councilors Penny Cheek, Mary McGinnis, Tom Martine, Kristine Hayes, and Alesia Franken

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

4. CONSENT AGENDA

Start time: [06:02:52 PM \(00:02:06\)](#)

- a. Approval of September 11, 2024 Regular Meeting Minutes
- b. Approval of September 11, 2024 Workshop Minutes
- c. Review of Financial Reports

Martine made a **motion**, seconded by Cheek, to approve the consent agenda.

Hayes inquired about the check register report and then indicated that she would direct her question to the Finance Director.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

a. **Presentation – Strategic Plan Update** – Sara Singer Wilson, SSW Consulting

Start time: [06:04:52 PM \(00:04:07\)](#)

Wilson gave a presentation providing an update on the Strategic Plan. She shared the draft mission, vision and values, as well as draft goal areas and outcomes. Wilson explained that the next steps were to finalize the draft and provide for open community review by October 25th, with presentation of the final draft to the City Council on November 13, 2024. Wilson noted that there were strong themes and people in Rockaway Beach want the same things, and hoped it would be memorialized in the plan. Wilson answered clarifying questions for the Council. McGinnis noted the plan was community and staff driven. Hayes noted the City was closed October 25th. Wilson stated they would strive to post the draft online by October 24th. Franken acknowledged the strong citizen involvement. McNeilly commended SSW Consulting for their work on the project.

b. **Presentation - Tillamook County Ballot Measure 29-180 Regarding Public Safety Emergency Communications System** – Doug Olson, Tillamook County Commissioner

Start time: [06:25:30 PM \(00:24:44\)](#)

Olson explained Tillamook County Ballot Measure 29-180 Regarding Public Safety Emergency Communications System. Olson shared a video providing an overview of the current emergency communications system, and the need for the proposed new system. Olson explained the fiscal impact and funding. Olson answered questions from the Council and the public.

6. STAFF REPORTS

a. **Fire Department**

Start time: [06:56:39 PM \(00:55:54\)](#)

Hesse presented his staff report on the activities and operations of the Rockaway Beach Fire Rescue department for the month of September 2024. Hesse encouraged participation in the Great Shakeout on October 17, 2024, the Trunk or Treat event October 26th, and preparedness meetings in November and December. Hesse reminded all to prepare for winter emergencies. Hesse reported that the burn ban was lifted October 5th. He shared advances in the drone program that will aid search and rescue. Hesse answered questions from the Council.

b. **Sheriff's Office**

Start time: [07:13:53 PM \(01:13:07\)](#)

Grogan summarized the Sheriff's Office report for September 2024. McGinnis noted that the incident report is available in the agenda packet online.

c. Public Works

Start time: [07:16:22 PM \(01:15:37\)](#)

Emerson presented his report on recent activities and operations within the Public Works department. Cheek commended Emerson's work.

d. City Manager

Start time: [07:21:09 PM \(01:20:24\)](#)

Shepard gave a presentation, noting that the land use appeal hearing originally on the agenda was rescheduled to a special City Council Meeting on November 20, 2024. Shepard provided updates on Jetty Creek grant funding, the Wayside Beach Access project (on track for November completion), and a staff highlight featuring Finance Director Marni Johnston. Shepard noted that Johnston's cash management would result in a \$200,000 estimated annual increase in dividends. Shepard expressed appreciation for the City Council's support in making Rockaway Beach a desirable place to hire and retain talented staff. Shepard shared public meeting dates in October and November. McGinnis thanked Shepard for hiring quality staff. McNeilly expressed that he was impressed by the team Shepard had built.

7. PUBLIC HEARING – None Scheduled

8. CITIZEN INPUT ON NON-AGENDA ITEMS

Start time: [07:31:26 PM \(01:30:40\)](#)

Constance Shimek, County resident, requested that the City Council denounce dirty politics. Shimek expressed concerns related to an email sent by McGinnis to Tillamook County Democrats. Shimek shared additional concerns about McGinnis' Facebook posts.

Beverly Goertzen, resident, expressed that the City has thrived from having a committed Council and Mayor, most capable City Manager, and hardworking staff. She acknowledged McGinnis' contributions to the community.

Leslie Vipond, resident, requested two amendments to the Short Tern Rental (STR) code, to add an exemption for ADA-compliant homes, and to exempt Rockaway Beach resident STR owners from the cap. Vipond submitted written testimony for the record.

Lisa Finkle, resident, commented that she placed an ad independently, unaffiliated with candidates. Finkle asked for review of Transient Room Tax (TRT) funds, expressing concerns about how fireworks expenditures were appropriated.

Goldie See, resident behind Anchor Street Park, expressed thanks for the landscaping installed at Anchor Street Park. See expressed concerns regarding the park lighting, suggesting the glare was too bright and requested that it be shielded. See volunteered to water the park plants.

Trella Reyes, resident, spoke regarding the contentious community. Reyes shared her personal background, and expressed concerns regarding divisiveness, unprofessionalism, and partisan political rancor creating contention in nonpartisan Council races.

Debby Hunn, resident, expressed concerns regarding the budgeting and spending of TRT Funds, referring to her written testimony. Hunn also expressed concerns regarding advertising public works projects in the Daily Journal of Commerce. Hunn questioned whether Tillamook County Pioneer was a legal entity. Hunn shared concerns about acrimony in Rockaway Beach.

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS – None Scheduled

11. ITEMS REMOVED FROM CONSENT AGENDA – None removed

12. COUNCIL CONCERNS

Start time: [07:57:30 PM \(01:56:45\)](#)

Cheek praised the Strategic Plan, commenting that it could bring the community together. Cheek expressed a desire to resolve dissention within the community.

Franken encouraged participation in the Great Shakeout on October 17th. Franken commended the Neah-Kah-Nie Coast Arts & Music Cultural Foundation (NCAM) for their recent event. Franken thanked citizens for their engagement, and acknowledged City departments and staff. Franken thanked McGinnis, stating that she was an upstanding Councilor and was grateful for her leadership.

Hayes shared the front page of Ruralite magazine, which featured the Chamber Caboose and volunteers. Hayes expressed that she looked forward to Trunk or Treat, and that the Chamber was working on historic haunted ghost tours and was seeking volunteers.

Martine commented on former Beach Bakeshop owners and friends who moved to Florida. He shared that they were in the path of the hurricane and requested prayers for them.

McGinnis echoed what Franken shared regarding NCAM, noting that it started with a Community Grant for the Writer's Rendezvous. McGinnis thanked all involved in the event. McGinnis reported that she attended a meeting regarding the FEMA Biological Opinion (BiOp) and that she joined the

County housing legislative committee. McGinnis mentioned that Rockaway Beach was featured in a World Atlas geography bulletin.

13. MAYOR'S REPORT

Start time: [08:06:21 PM \(02:05:36\)](#)

McNeilly addressed public comments raised regarding City finances, explaining that they are reviewed and shared with City auditors. McNeilly expressed that the City stands firm on solid financial footing, and noted that the annual audit was scheduled for the end of the month. McNeilly stated that a FEMA Biological Opinion (BiOp) information meeting would be held at City Hall on October 28, 2024 at 5:30 p.m., and provided background information on the BiOp. McNeilly shared images of brochures and window clings that the Fire Department was creating with the help of Nan Devlin of the Tillamook County Visitor's Association to aid in public safety and emergency preparedness.

14. ADJOURNMENT

Start time: [08:14:20 PM \(02:13:35\)](#)

Hayes made a **motion**, seconded by Martine to adjourn the meeting at 8:14 p.m.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

MINUTES APPROVED THE
13TH DAY OF NOVEMBER 2024

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

City of Rockaway Beach

City Council Workshop Minutes



Date: Wednesday, October 9, 2024
Location: Rockaway Beach City Hall, 276 HWY 101 – 2nd Floor Conference Room

1. CALL TO ORDER

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

2. ROLL CALL

Council Members Present: Mayor Charles McNeilly; Councilors Penny Cheek (arrived 4:31 p.m.), Mary McGinnis, Tom Martine, Kristine Hayes, and Alesia Franken

Staff Present: Luke Shepard, City Manager; and Melissa Thompson, City Recorder

3. COUNCIL BRIEFING/DISCUSSION

a. Discussion Regarding Conflicts of Interest/Impartiality in Quasi-Judicial Land Use Hearings - Armand Resto-Spotts, Local Government Law Group

Start time: [04:31:57 PM \(00:00:44\)](#)

Shepard explained that the objective of the discussion was to provide practical training in conflicts of interest, bias and ex-parte contacts in preparation for a quasi-judicial land use hearing.

Armand Resto-Spotts of Local Government Law Group, legal counsel for the City, referred the Council to his memo included in their meeting packet providing a Summary of Conflicts of Interest/Impartiality, and Draft Language for Councilors in Disclosure at Public Hearing. Resto-Spotts answered questions from the Council regarding specific disclosures. He explained that after disclosures, a statement should be made regarding the ability to make a fair and impartial decision. Resto-Spotts explained the difference between actual and potential conflicts of interest. Resto-Spotts answered additional questions regarding procedural matters.

b. Review of Safe Drinking Water Revolving Loan Fund Financing Contract & Memo from Business Oregon Regarding the Infrastructure Finance Authority (IFA) Funding Assistance for Nedonna Beach Water System Improvements Project

Start time: [04:51:24 PM \(00:20:11\)](#)

Shepard summarized his staff report regarding Safe Drinking Water Revolving Loan Fund Financing for the Nedonna Beach Water System Improvements Project. He explained that a resolution authorizing the loan would be presented to the Council in November. Shepard

answered questions from the Council. McNeilly gave accolades to city staff and the City's financial position.

c. Review of Draft Resolution 2024-42 Adjusting Appropriations for the 2024-2025 Fiscal Year Budget for Attorney's Fees

Start time: [05:05:32 PM \(00:34:19\)](#)

Shepard explained the intent of the draft resolution was to transfer funds from contingency for legal fees related to the recent election case defense, but the City doesn't yet have final costs and the attorneys are still working on it. Shepard stated he would email Council members with an update, and indicated that current billing through September was about \$25,000. Shepard expected that the resolution would be presented at the November or December Council meeting. Shepard answered questions from the Council.

d. Community Grant Program Updates

Start time: [05:08:16 PM \(00:37:03\)](#)

Shepard provided a brief overview of the Planning Commission process in updating the Community Grant Program. He explained the program was now split into a small and large grant. Shepard referred the Council to the program flyers, applications, and scoring sheets included in the meeting packet.

McGinnis noted that the Planning Commission, as the citizen involvement committee, would review and score grant applications, then send them to the Council with recommendations. She further explained the process and eligibility criteria. McGinnis and Shepard answered clarifying questions. Shepard explained the grant management process.

After discussion, there was consensus to refer the grant program back to the Planning Commission to clarify "community entities", and review again in a Council Workshop.

4. ADJOURNMENT

Start time: [05:44:42 PM \(01:13:29\)](#)

Martine made a **motion**, seconded by Cheek, to adjourn the meeting at 5:44 p.m.

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

Aye: 5 (Cheek, McGinnis, Martine, Hayes, Franken)

Nay: 0

MINUTES APPROVED THE
13TH DAY OF NOVEMBER 2024

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

DRAFT

CITY OF ROCKAWAY BEACH
 COMBINED CASH INVESTMENT
 SEPTEMBER 30, 2024

COMBINED CASH ACCOUNTS

01-1002	MASTER CHECKING ACCT- 1ST SEC	290,206.19
01-1004	LGIP	13,843,522.34
01-1005	FIBRE FEDERAL CREDIT UNION	21.13
		14,133,749.66
	TOTAL COMBINED CASH	14,133,749.66
01-1000	CASH ALLOCATED TO OTHER FUNDS	(14,133,749.66)
		.00
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,419,608.27
11	ALLOCATION TO CIVIC CENTER - CITY HALL OP	9,948.24
14	ALLOCATION TO FIRE EQUIP RESERVE	323,056.69
16	ALLOCATION TO LOAN PAYMENT RESERVE FUND	172,050.00
17	ALLOCATION TO ECONOMIC STABILITY RESERVE	114,950.00
21	ALLOCATION TO PROJECT & EQUIP RESERVE	729,380.80
30	ALLOCATION TO ROADS & STREETS	815,128.36
39	ALLOCATION TO TRANSPORTATION SDC	226,241.32
40	ALLOCATION TO WATER OPERATING	2,505,467.77
42	ALLOCATION TO WATER MASTER PLAN	965,222.75
43	ALLOCATION TO 81 WATER REVENUE BOND	102.54
47	ALLOCATION TO WATER DEBT SERVICE	706,070.11
49	ALLOCATION TO WATER SDC FUND	671,094.69
50	ALLOCATION TO SEWER OPERATING FUND	1,036,459.11
52	ALLOCATION TO SEWER MASTER PLAN	617,769.20
56	ALLOCATION TO SEWER DEBT SERVICE	771,747.71
59	ALLOCATION TO SEWER SDC	1,546,509.77
80	ALLOCATION TO TRANSIENT ROOM TAX	502,942.33
		14,133,749.66
	TOTAL ALLOCATIONS TO OTHER FUNDS	14,133,749.66
	ALLOCATION FROM COMBINED CASH FUND - 01-1000	(14,133,749.66)
		.00
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES & RESOURCES</u>					
10-31-4010 CUR YR PROP TX - GEN FUND	.00	1,049.79	479,850.00	478,800.21	.2
10-31-4020 DELINQUENT PROP TAX REVENUE	829.80	1,280.18	5,494.00	4,213.82	23.3
10-31-4040 LIQUOR TAX - OLCC	1,934.94	6,841.74	30,325.00	23,483.26	22.6
10-31-4050 CIGARETTE TAX	757.25	919.08	1,065.00	145.92	86.3
10-31-4060 OTHER TAX REVENUE	8,647.29	8,647.29	35,000.00	26,352.71	24.7
TOTAL REVENUES & RESOURCES	12,169.28	18,738.08	551,734.00	532,995.92	3.4
<u>GRANTS, LOANS & BONDS</u>					
10-33-4175 GRANTS - GENERAL FUND MISC	.00	.00	35,000.00	35,000.00	.0
10-33-4185 STATE REVENUE SHARING	.00	6,641.32	28,000.00	21,358.68	23.7
TOTAL GRANTS, LOANS & BONDS	.00	6,641.32	63,000.00	56,358.68	10.5
<u>FEES & SERVICES</u>					
10-34-4060 FRANCHISE FEES	7,882.47	16,841.94	390,500.00	373,658.06	4.3
10-34-4065 BUSINESS LICENSES	48.75	13,666.25	.00	(13,666.25)	.0
10-34-4066 STR LICENSE FEES	1,000.00	249,000.00	.00	(249,000.00)	.0
10-34-4085 LAND USE-ORDINANCE FEES-PERMIT	946.50	4,338.25	20,500.00	16,161.75	21.2
10-34-4141 CIVIC/COMM CENTER RENT	130.00	220.00	1,000.00	780.00	22.0
10-34-4142 FIRST FLOOR RENT-HLTH DEPT	946.00	2,838.00	11,500.00	8,662.00	24.7
10-34-4145 CC-REFUNDABLE DEPOSITS	.00	.00	100.00	100.00	.0
10-34-4146 HEALTH DEPT UTILITY REIMB	99.58	298.74	3,060.00	2,761.26	9.8
TOTAL FEES & SERVICES	11,053.30	287,203.18	426,660.00	139,456.82	67.3
<u>FIRE DEPARTMENT</u>					
10-35-4091 NEDONNA FIRE DIST	.00	.00	30,000.00	30,000.00	.0
10-35-4092 TWIN ROCKS WATER DISTRICT	.00	.00	10,000.00	10,000.00	.0
10-35-4093 OR STATE FORESTRY DEPT	.00	.00	500.00	500.00	.0
10-35-4185 FIRE PERMITS	.00	.00	50.00	50.00	.0
10-35-4186 EMERGENCY SERVICES FEE	81.82	20,901.82	125,000.00	104,098.18	16.7
TOTAL FIRE DEPARTMENT	81.82	20,901.82	165,550.00	144,648.18	12.6
<u>OTHER REVENUES</u>					
10-36-4120 INTEREST ON INVESTED FUNDS	10,640.53	30,261.73	193,000.00	162,738.27	15.7
10-36-4150 MISC RCPTS - GEN FUND	660.00	4,682.30	10,000.00	5,317.70	46.8
10-36-4190 SURPLUS PROPERTY SALES	.00	.00	500.00	500.00	.0
TOTAL OTHER REVENUES	11,300.53	34,944.03	203,500.00	168,555.97	17.2

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>POLICE DEPARTMENT</u>					
10-37-4100 CITATIONS - FINES & FORFEITS	251.93	478.48	7,140.00	6,661.52	6.7
TOTAL POLICE DEPARTMENT	251.93	478.48	7,140.00	6,661.52	6.7
<u>TRANSFERS</u>					
10-39-4030 TIF - TRT POLICE	83,600.00	83,600.00	334,400.00	250,800.00	25.0
10-39-4032 TIF -SEWER OP	11,250.00	11,250.00	45,000.00	33,750.00	25.0
10-39-4035 TIF - DEBT SERVICE RESERVE	57,350.00	57,350.00	229,400.00	172,050.00	25.0
10-39-4036 TIF-TRT-P&R	3,600.00	3,600.00	14,400.00	10,800.00	25.0
10-39-4037 TIF - CC	11,250.00	11,250.00	45,000.00	33,750.00	25.0
10-39-4038 TIF- TRT-GF PW CAP OUTLAY	5,000.00	5,000.00	20,000.00	15,000.00	25.0
10-39-4052 TIF - TRT-CTY BEAUTIF	1,250.00	1,250.00	5,000.00	3,750.00	25.0
10-39-4053 TIF - TRT FIRE DEPT	83,600.00	83,600.00	334,400.00	250,800.00	25.0
10-39-4055 TIF - TRT USDA LOAN	16,000.00	16,000.00	64,000.00	48,000.00	25.0
TOTAL TRANSFERS	272,900.00	272,900.00	1,091,600.00	818,700.00	25.0
TOTAL FUND REVENUE	307,756.86	641,806.91	2,509,184.00	1,867,377.09	25.6

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-45-6550 MATERIALS SUPPLIES	.00	16,489.64	668,392.00	651,902.36	2.5
TOTAL POLICE DEPARTMENT	.00	16,489.64	668,392.00	651,902.36	2.5
<u>FIRE DEPARTMENT</u>					
10-46-5052 FIRE CHIEF WAGES	8,957.89	26,873.66	113,000.00	86,126.34	23.8
10-46-5053 FIREFIGHTERS	17,839.90	51,518.67	176,000.00	124,481.33	29.3
10-46-5054 OVERTIME-FIRE DEPARTMENT	974.84	5,351.54	5,000.00	(351.54)	107.0
10-46-5061 VOLUNTEER FIRE FIGHTER BONUS	.00	5,248.32	42,000.00	36,751.68	12.5
10-46-5062 RECORD KEEPING & TRAINING	125.00	375.00	2,500.00	2,125.00	15.0
10-46-5152 PAYROLL EXPENSES - FIRE	12,470.78	42,449.84	200,000.00	157,550.16	21.2
10-46-6110 ELECTRICITY	.00	188.70	3,800.00	3,611.30	5.0
10-46-6530 TELEPHONE	.00	2,184.74	12,000.00	9,815.26	18.2
10-46-6535 MEDICAL	252.90	433.65	10,500.00	10,066.35	4.1
10-46-6555 SUPPLIES, GEAR & SERVICES	410.66	3,986.69	32,500.00	28,513.31	12.3
10-46-6557 EMERGENCY MANAGEMENT SUPPLIES	.00	.00	7,500.00	7,500.00	.0
10-46-6570 INS- VEHICLE, LIAB, EQUIP, BLD	.00	19,500.54	28,000.00	8,499.46	69.6
10-46-6580 FUEL & OIL	.00	610.85	10,000.00	9,389.15	6.1
10-46-6582 ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630 FIRE BLDG MAINT	47.49	285.12	15,000.00	14,714.88	1.9
10-46-6660 SAFETY TRAINING & FIRST AID	.00	229.00	22,000.00	21,771.00	1.0
10-46-6670 REQUIRED EQUIP TESTING	.00	2,100.00	10,000.00	7,900.00	21.0
10-46-6690 VEHICLE MAINT, SUP & REP	303.97	3,860.56	15,000.00	11,139.44	25.7
TOTAL FIRE DEPARTMENT	41,383.43	165,196.88	706,300.00	541,103.12	23.4

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-48-5057 OFFICE ASSISTANT	12,190.18	34,159.07	132,000.00	97,840.93	25.9
10-48-5065 OVERTIME - CITY HALL	.00	.00	1,200.00	1,200.00	.0
10-48-5075 ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082 CITY MANAGER	7,856.43	23,569.26	99,760.00	76,190.74	23.6
10-48-5085 MAYOR & COUNCIL STIPEND	125.00	375.00	1,400.00	1,025.00	26.8
10-48-5152 PAYROLL EXP - ADMIN	9,319.95	30,043.12	167,000.00	136,956.88	18.0
10-48-6410 PLANNING & ZONING	.00	7,220.62	10,000.00	2,779.38	72.2
10-48-6420 COMMUNITY CENTER EXP	.00	(.01)	.00	.01	.0
10-48-6440 REFUNDABLE DEPOSITS	.00	.00	200.00	200.00	.0
10-48-6530 TELEPHONE	.00	669.13	5,800.00	5,130.87	11.5
10-48-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	.00	22,000.00	22,000.00	.00	100.0
10-48-6571 TECHNOLOGY & DATA PROCESSING	507.66	13,659.81	65,000.00	51,340.19	21.0
10-48-6577 ORDINANCE UPDATE	.00	656.17	4,000.00	3,343.83	16.4
10-48-6596 EMERGENCY SERVICES EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-48-6666 CITY BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-48-6830 CITY HALL OPERATIONS	499.95	7,239.20	60,000.00	52,760.80	12.1
10-48-6831 DUES-CITY, OFFICIALS & STAFF	.00	725.00	3,500.00	2,775.00	20.7
10-48-6835 BANK FEES	3,685.30	3,826.68	2,000.00	(1,826.68)	191.3
10-48-6840 COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850 ATTORNEY	.00	4,326.00	40,000.00	35,674.00	10.8
10-48-6870 AUDIT & BOND	.00	323.25	9,500.00	9,176.75	3.4
10-48-6880 ADVERTISING	197.95	526.85	2,000.00	1,473.15	26.3
10-48-6890 STATIONERY & SUPPLIES	.00	297.17	10,000.00	9,702.83	3.0
10-48-6910 TRAVEL & TRAIN-CITY OFFICIAL	.00	249.00	8,000.00	7,751.00	3.1
10-48-6920 BLDG MAINT-CTY HALL	84.00	554.63	18,000.00	17,445.37	3.1
10-48-6931 COUNCIL EXPENSE	.00	.00	3,750.00	3,750.00	.0
10-48-6932 CITY MANAGER FUND	.00	.00	750.00	750.00	.0
10-48-6954 REVENUE SHARING PMTS	.00	.00	75,000.00	75,000.00	.0
10-48-8000 GENERAL FUND CAPITAL PROJECTS	.00	.00	20,000.00	20,000.00	.0
10-48-8041 TO - ROADS/STREETS, FRANCHISE	12,500.00	12,500.00	50,000.00	37,500.00	25.0
10-48-8044 TO -FIRE EQUIPMENT RESERVE	11,250.00	11,250.00	45,000.00	33,750.00	25.0
10-48-8046 TO - ECONOMIC STABILITY RES FD	114,950.00	114,950.00	459,800.00	344,850.00	25.0
10-48-8518 DEBT SVC - GF LOANS & DEBT SVC	530.00	60,914.83	140,000.00	79,085.17	43.5
TOTAL ADMINISTRATION	173,696.42	350,034.78	1,464,760.00	1,114,725.22	23.9
<u>CONTINGENCY</u>					
10-52-7999 CONTINGENCY - GF	.00	.00	333,848.00	333,848.00	.0
TOTAL CONTINGENCY	.00	.00	333,848.00	333,848.00	.0
TOTAL FUND EXPENDITURES	215,079.85	531,721.30	3,173,300.00	2,641,578.70	16.8
NET REVENUE OVER EXPENDITURES	92,677.01	110,085.61	(664,116.00)	(774,201.61)	16.6

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
14-36-4120 INTEREST INCOME	1,196.68	4,419.81	2,100.00	(2,319.81)	210.5
TOTAL OTHER INCOME	1,196.68	4,419.81	2,100.00	(2,319.81)	210.5
<u>TRANSFERS</u>					
14-39-4026 TIF - GF	11,250.00	11,250.00	45,000.00	33,750.00	25.0
14-39-4030 TIF - TRT	30,250.00	30,250.00	121,000.00	90,750.00	25.0
TOTAL TRANSFERS	41,500.00	41,500.00	166,000.00	124,500.00	25.0
TOTAL FUND REVENUE	42,696.68	45,919.81	168,100.00	122,180.19	27.3

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
14-47-7621 FIRE EQUIP & CAPITAL OUTLAY	.00	5,455.32	165,000.00	159,544.68	3.3
14-47-7625 FIRE TRUCK	.00	86,775.75	90,000.00	3,224.25	96.4
TOTAL FIRE DEPARTMENT	.00	92,231.07	255,000.00	162,768.93	36.2
TOTAL FUND EXPENDITURES	.00	92,231.07	255,000.00	162,768.93	36.2
NET REVENUE OVER EXPENDITURES	42,696.68	(46,311.26)	(86,900.00)	(40,588.74)	(53.3)

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

LOAN PAYMENT RESERVE FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEPARTMENT 48</u>					
16-48-4032 TO -GENERAL FUND	57,350.00	57,350.00	(229,400.00)	(286,750.00)	25.0
TOTAL DEPARTMENT 48	<u>57,350.00</u>	<u>57,350.00</u>	<u>(229,400.00)</u>	<u>(286,750.00)</u>	<u>25.0</u>
TOTAL FUND EXPENDITURES	<u>57,350.00</u>	<u>57,350.00</u>	<u>(229,400.00)</u>	<u>(286,750.00)</u>	<u>25.0</u>
NET REVENUE OVER EXPENDITURES	<u>(57,350.00)</u>	<u>(57,350.00)</u>	<u>229,400.00</u>	<u>286,750.00</u>	<u>(25.0)</u>

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

ECONOMIC STABILITY RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
17-36-4120 INTEREST INCOME	.00	.00	5,000.00	5,000.00	.0
TOTAL OTHER INCOME	.00	.00	5,000.00	5,000.00	.0
<u>TRANSFERS</u>					
17-39-4030 TIF - GEN FND	114,950.00	114,950.00	459,800.00	344,850.00	25.0
TOTAL TRANSFERS	114,950.00	114,950.00	459,800.00	344,850.00	25.0
TOTAL FUND REVENUE	114,950.00	114,950.00	464,800.00	349,850.00	24.7
NET REVENUE OVER EXPENDITURES	114,950.00	114,950.00	464,800.00	349,850.00	24.7

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

PROJECT & EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 33</u>					
21-33-4184 GRANTS: TOURISM FACILITIES	.00	.00	75,000.00	75,000.00	.0
TOTAL SOURCE 33	.00	.00	75,000.00	75,000.00	.0
<u>OTHER INCOME</u>					
21-36-4120 INTEREST INCOME	2,585.23	8,263.34	3,000.00	(5,263.34)	275.4
TOTAL OTHER INCOME	2,585.23	8,263.34	3,000.00	(5,263.34)	275.4
<u>TRANSFERS IN</u>					
21-39-4030 TIF - TRT	164,600.00	164,600.00	658,400.00	493,800.00	25.0
TOTAL TRANSFERS IN	164,600.00	164,600.00	658,400.00	493,800.00	25.0
TOTAL FUND REVENUE	167,185.23	172,863.34	736,400.00	563,536.66	23.5

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

PROJECT & EQUIP RESERVE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CAPITAL OUTLAY</u>					
21-47-7577 TOURISM CAPITAL PROJECTS	4,033.00	52,238.11	2,000,000.00	1,947,761.89	2.6
TOTAL CAPITAL OUTLAY	4,033.00	52,238.11	2,000,000.00	1,947,761.89	2.6
TOTAL FUND EXPENDITURES	4,033.00	52,238.11	2,000,000.00	1,947,761.89	2.6
NET REVENUE OVER EXPENDITURES	163,152.23	120,625.23	(1,263,600.00)	(1,384,225.23)	9.6

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE REVENUE</u>					
30-31-2985 RESTRICTED BIKE PATHS ODOT	.00	.00	1,190.00	1,190.00	.0
30-31-4340 STATE STREET - DMV - REVENUE	8,986.06	29,647.08	119,000.00	89,352.92	24.9
TOTAL STATE REVENUE	8,986.06	29,647.08	120,190.00	90,542.92	24.7
<u>GRANTS</u>					
30-33-4182 GRANTS & REIM- ROADS & STREETS	.00	.00	250,000.00	250,000.00	.0
TOTAL GRANTS	.00	.00	250,000.00	250,000.00	.0
<u>OTHER REVENUE</u>					
30-36-4120 INTEREST INCOME	3,118.98	9,367.14	31,000.00	21,632.86	30.2
TOTAL OTHER REVENUE	3,118.98	9,367.14	31,000.00	21,632.86	30.2
<u>TRANSFERS</u>					
30-39-4030 TIF - TRT	92,100.00	92,100.00	368,400.00	276,300.00	25.0
30-39-4038 TIF - GEN FND	12,500.00	12,500.00	50,000.00	37,500.00	25.0
TOTAL TRANSFERS	104,600.00	104,600.00	418,400.00	313,800.00	25.0
TOTAL FUND REVENUE	116,705.04	143,614.22	819,590.00	675,975.78	17.5

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
30-41-5055 MAINT WKR WAGES	8,678.13	26,455.22	91,000.00	64,544.78	29.1
30-41-5056 EXTRA LABOR	.00	.00	5,000.00	5,000.00	.0
30-41-5058 SUPER OF PUBLIC WORKS	834.88	2,504.63	10,520.00	8,015.37	23.8
30-41-5065 OVERTIME	5.84	5.84	5,600.00	5,594.16	.1
30-41-5075 ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
30-41-5082 CTY MANAGER - RDS & STS	1,122.34	3,367.03	14,252.00	10,884.97	23.6
30-41-5085 MAYOR & COUNCIL STIPEND	25.00	75.00	.00	(75.00)	.0
30-41-5152 PAYROLL EXP - RDS & STS	5,909.33	16,512.62	91,000.00	74,487.38	18.2
TOTAL PERSONNEL SERVICES	16,575.52	48,920.34	219,372.00	170,451.66	22.3
<u>MATERIALS & SERVICES</u>					
30-45-6125 ELECTRIC-STLITES-WYSD-CTYPRKS	38.39	386.99	4,600.00	4,213.01	8.4
30-45-6130 WAYSIDE & PARKS	2,118.56	9,787.30	42,000.00	32,212.70	23.3
30-45-6131 NATURE CONSERVANCY	.00	800.00	10,000.00	9,200.00	8.0
30-45-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	.00	8,000.00	8,000.00	.00	100.0
30-45-6572 STREET LIGHTS	1,403.00	4,283.31	25,000.00	20,716.69	17.1
30-45-6580 FUEL & OIL	.00	447.24	7,000.00	6,552.76	6.4
30-45-6592 PARKING LEASE	1,617.80	1,773.60	1,600.00	(173.60)	110.9
30-45-6600 DRAINAGE & FLOOD CONTROL	.00	.00	10,000.00	10,000.00	.0
30-45-6610 SIDEWALKS, CURBS & FOOTPATHS	.00	.00	9,300.00	9,300.00	.0
30-45-6620 STREET SIGNS	.00	86.61	3,000.00	2,913.39	2.9
30-45-6667 STORM DAMAGE REPAIR	.00	.00	1,000.00	1,000.00	.0
30-45-6690 VEHICLE MAINT, SUPP & REP	.00	3,692.31	15,000.00	11,307.69	24.6
30-45-6800 ROADS, MATERIALS & SUPPLIES	111.91	5,804.42	33,500.00	27,695.58	17.3
TOTAL MATERIALS & SERVICES	5,289.66	35,061.78	170,000.00	134,938.22	20.6
<u>CAPITAL OUTLAY</u>					
30-47-7502 RDS-STIS IMPROVEMENT PROJECTS	.00	.00	450,000.00	450,000.00	.0
30-47-7506 RDS-STIS: CAPITAL IMPROV PLAN	.00	.00	50,000.00	50,000.00	.0
30-47-7508 RDS-STIS PW STORMWATER PROJECTS	6,208.00	6,208.00	35,000.00	28,792.00	17.7
TOTAL CAPITAL OUTLAY	6,208.00	6,208.00	535,000.00	528,792.00	1.2
<u>CONTINGENCY</u>					
30-48-7999 CONTINGENCY - ROADS	.00	.00	137,906.00	137,906.00	.0
TOTAL CONTINGENCY	.00	.00	137,906.00	137,906.00	.0
TOTAL FUND EXPENDITURES	28,073.18	90,190.12	1,062,278.00	972,087.88	8.5

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	88,631.86	53,424.10	(242,688.00)	(296,112.10)	22.0

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
39-36-4120 INTEREST INCOME	957.75	2,860.84	1,800.00	(1,060.84)	158.9
TOTAL OTHER INCOME	957.75	2,860.84	1,800.00	(1,060.84)	158.9
<u>FEEES</u>					
39-38-4940 IMP FEES - TRANSPORT SDC	900.00	2,700.00	18,000.00	15,300.00	15.0
TOTAL FEES	900.00	2,700.00	18,000.00	15,300.00	15.0
TOTAL FUND REVENUE	1,857.75	5,560.84	19,800.00	14,239.16	28.1

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
39-47-7880 CONT MAT - IMP TRANS	.00	.00	242,519.00	242,519.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	242,519.00	242,519.00	.0
TOTAL FUND EXPENDITURES	.00	.00	242,519.00	242,519.00	.0
NET REVENUE OVER EXPENDITURES	1,857.75	5,560.84	(222,719.00)	(228,279.84)	2.5

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
40-34-4540 WATER SERVICE BASE	(352.02)	221,514.63	1,215,000.00	993,485.37	18.2
40-34-4550 NEW WATER CONNECTIONS	.00	9,480.00	25,500.00	16,020.00	37.2
40-34-4560 WATER MASTER PLAN	21.99	12,821.33	76,500.00	63,678.67	16.8
TOTAL REVENUE	(330.03)	243,815.96	1,317,000.00	1,073,184.04	18.5
<u>INTEREST & MISC</u>					
40-36-4120 INT - WATER OP	10,214.30	30,897.22	16,000.00	(14,897.22)	193.1
40-36-4150 MISC RCPTS - WTR OP FUND	(739.63)	9,878.02	2,825,800.00	2,815,921.98	.4
TOTAL INTEREST & MISC	9,474.67	40,775.24	2,841,800.00	2,801,024.76	1.4
<u>SOURCE 39</u>					
40-39-4047 TIF- FM WATER REVENUE BOND	34.00	34.00	137.00	103.00	24.8
TOTAL SOURCE 39	34.00	34.00	137.00	103.00	24.8
TOTAL FUND REVENUE	9,178.64	284,625.20	4,158,937.00	3,874,311.80	6.8

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
40-41-5054	.00	.00	3,500.00	3,500.00	.0
40-41-5055	8,940.27	27,253.29	92,050.00	64,796.71	29.6
40-41-5056	.00	.00	10,000.00	10,000.00	.0
40-41-5057	12,370.85	34,772.05	147,500.00	112,727.95	23.6
40-41-5058	4,174.35	12,523.06	52,600.00	40,076.94	23.8
40-41-5059	5,165.83	15,162.48	64,500.00	49,337.52	23.5
40-41-5064	.00	.00	1,750.00	1,750.00	.0
40-41-5065	512.37	1,023.61	14,000.00	12,976.39	7.3
40-41-5067	.00	.00	1,000.00	1,000.00	.0
40-41-5075	.00	.00	5,000.00	5,000.00	.0
40-41-5082	1,122.34	3,367.03	14,250.00	10,882.97	23.6
40-41-5085	75.00	225.00	1,470.00	1,245.00	15.3
40-41-5152	17,826.34	49,953.94	299,000.00	249,046.06	16.7
TOTAL PERSONNEL SERVICES	50,187.35	144,280.46	706,620.00	562,339.54	20.4
<u>MATERIALS & SERVICES</u>					
40-45-6110	36.00	5,261.83	36,500.00	31,238.17	14.4
40-45-6455	.00	.00	1,000.00	1,000.00	.0
40-45-6520	681.50	2,621.27	3,000.00	378.73	87.4
40-45-6530	25.12	982.54	17,000.00	16,017.46	5.8
40-45-6534	1,690.95	7,617.00	35,000.00	27,383.00	21.8
40-45-6551	1,795.83	5,576.23	25,500.00	19,923.77	21.9
40-45-6570	.00	29,000.00	29,000.00	.00	100.0
40-45-6574	.00	.00	12,000.00	12,000.00	.0
40-45-6580	.00	763.57	10,000.00	9,236.43	7.6
40-45-6667	.00	.00	500.00	500.00	.0
40-45-6690	.00	145.00	15,000.00	14,855.00	1.0
40-45-6745	.00	.00	7,000.00	7,000.00	.0
40-45-6750	250.00	12,002.10	100,000.00	87,997.90	12.0
40-45-6831	.00	.00	3,200.00	3,200.00	.0
40-45-6850	.00	.00	5,000.00	5,000.00	.0
40-45-6851	7,909.00	9,292.25	25,000.00	15,707.75	37.2
40-45-6915	.00	1,270.00	8,000.00	6,730.00	15.9
40-45-6945	.00	910.65	10,100.00	9,189.35	9.0
40-45-6951	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	12,388.40	75,442.44	343,300.00	267,857.56	22.0
<u>CAPITAL OUTLAY</u>					
40-47-7601	286.04	1,244.04	3,000,000.00	2,998,755.96	.0
40-47-7602	12,708.80	23,577.55	235,000.00	211,422.45	10.0
40-47-7603	.00	14,774.42	15,000.00	225.58	98.5
TOTAL CAPITAL OUTLAY	12,994.84	39,596.01	3,250,000.00	3,210,403.99	1.2

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
40-48-7999 CONTINGENCY - WTR	.00	.00	644,988.00	644,988.00	.0
TOTAL CONTINGENCY	.00	.00	644,988.00	644,988.00	.0
<u>TRANSFERS</u>					
40-49-8027 TO - CC - CH OPERATING	11,250.00	11,250.00	45,000.00	33,750.00	25.0
40-49-8045 TO -WMP FUND	25,000.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL TRANSFERS	36,250.00	36,250.00	145,000.00	108,750.00	25.0
TOTAL FUND EXPENDITURES	111,820.59	295,568.91	5,089,908.00	4,794,339.09	5.8
NET REVENUE OVER EXPENDITURES	(102,641.95)	(10,943.71)	(930,971.00)	(920,027.29)	(1.2)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
42-36-4120 INTEREST INCOME	6,534.67	14,501.96	31,000.00	16,498.04	46.8
TOTAL OTHER INCOME	6,534.67	14,501.96	31,000.00	16,498.04	46.8
<u>TRANSFERS</u>					
42-39-4030 TIF - WATER OP	25,000.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL TRANSFERS	25,000.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL FUND REVENUE	31,534.67	39,501.96	131,000.00	91,498.04	30.2

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
42-47-7555 WMP - IMPLIMENTATION PROJECTS	.00	5,833.97	450,000.00	444,166.03	1.3
TOTAL CAPITAL OUTLAY	.00	5,833.97	450,000.00	444,166.03	1.3
TOTAL FUND EXPENDITURES	.00	5,833.97	450,000.00	444,166.03	1.3
NET REVENUE OVER EXPENDITURES	31,534.67	33,667.99	(319,000.00)	(352,667.99)	10.6

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

81 WATER REVENUE BOND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEBT SERVICE</u>					
43-49-8023 TO - WTR OPERATING	34.00	34.00	137.00	103.00	24.8
TOTAL DEBT SERVICE	<u>34.00</u>	<u>34.00</u>	<u>137.00</u>	<u>103.00</u>	<u>24.8</u>
TOTAL FUND EXPENDITURES	<u>34.00</u>	<u>34.00</u>	<u>137.00</u>	<u>103.00</u>	<u>24.8</u>
NET REVENUE OVER EXPENDITURES	<u>(34.00)</u>	<u>(34.00)</u>	<u>(137.00)</u>	<u>(103.00)</u>	<u>(24.8)</u>

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
47-34-4550 WATER DEBT REVENUE	43.99	25,622.65	150,000.00	124,377.35	17.1
TOTAL UTILITY BILLING	43.99	25,622.65	150,000.00	124,377.35	17.1
<u>OTHER INCOME</u>					
47-36-4120 INTEREST INCOME	2,903.88	8,735.15	2,700.00	(6,035.15)	323.5
TOTAL OTHER INCOME	2,903.88	8,735.15	2,700.00	(6,035.15)	323.5
TOTAL FUND REVENUE	2,947.87	34,357.80	152,700.00	118,342.20	22.5

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
47-49-8512 NEDONNA BEACH WTR LINE - PRINC	.00	.00	205,000.00	205,000.00	.0
47-49-8520 WATER PLANT DS - PRINC	.00	30,000.00	30,000.00	.00	100.0
47-49-8521 WATER PLANT DS - INT	.00	4,050.00	7,650.00	3,600.00	52.9
TOTAL DEBT SERVICE	.00	34,050.00	242,650.00	208,600.00	14.0
TOTAL FUND EXPENDITURES	.00	34,050.00	242,650.00	208,600.00	14.0
NET REVENUE OVER EXPENDITURES	2,947.87	307.80	(89,950.00)	(90,257.80)	.3

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
49-36-4120 INTEREST INCOME	2,856.37	8,347.12	3,300.00	(5,047.12)	252.9
TOTAL OTHER INCOME	2,856.37	8,347.12	3,300.00	(5,047.12)	252.9
<u>WATER SDC FEES</u>					
49-38-4935 REIMB FEES - WTR SDC FUND	.00	2,760.00	9,800.00	7,040.00	28.2
49-38-4940 IMP FEES - WTR SDC FND	.00	29,625.00	80,000.00	50,375.00	37.0
TOTAL WATER SDC FEES	.00	32,385.00	89,800.00	57,415.00	36.1
TOTAL FUND REVENUE	2,856.37	40,732.12	93,100.00	52,367.88	43.8

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
49-47-7880 CONT MAT - IMP WTR	.00	958.00	337,799.00	336,841.00	.3
49-47-7885 CONT MAT - REIMB WTR	.00	.00	157,151.00	157,151.00	.0
TOTAL CAPITAL OUTLAY	.00	958.00	494,950.00	493,992.00	.2
TOTAL FUND EXPENDITURES	.00	958.00	494,950.00	493,992.00	.2
NET REVENUE OVER EXPENDITURES	2,856.37	39,774.12	(401,850.00)	(441,624.12)	9.9

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
50-34-4640 SEWER SERVICE BASE	(2,045.03)	140,081.40	780,000.00	639,918.60	18.0
50-34-4650 NEW SEWER CONNECTIONS	.00	8,320.00	17,250.00	8,930.00	48.2
50-34-4660 SEWER MASTER PLAN	27.97	13,773.45	82,000.00	68,226.55	16.8
TOTAL UTILITY BILLING	(2,017.06)	162,174.85	879,250.00	717,075.15	18.4
<u>OTHER INCOME</u>					
50-36-4120 INTEREST INCOME	4,250.36	13,340.02	34,000.00	20,659.98	39.2
50-36-4150 MISC RECEIPTS - SEWER	(1,194.62)	5,178.04	1,000.00	(4,178.04)	517.8
TOTAL OTHER INCOME	3,055.74	18,518.06	35,000.00	16,481.94	52.9
TOTAL FUND REVENUE	1,038.68	180,692.91	914,250.00	733,557.09	19.8

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
50-41-5055 MAINT WORKER WAGES	8,678.13	26,455.22	90,100.00	63,644.78	29.4
50-41-5056 EXTRA LABOR WAGES	.00	.00	10,000.00	10,000.00	.0
50-41-5057 OFFICE ASST WAGE	12,370.84	34,772.04	147,500.00	112,727.96	23.6
50-41-5058 SUPER PUB WORKS	3,339.49	10,018.47	42,080.00	32,061.53	23.8
50-41-5059 PLANT OP WAGES	5,165.82	15,162.45	64,400.00	49,237.55	23.5
50-41-5064 STANDBY - SEWER	.00	.00	2,100.00	2,100.00	.0
50-41-5065 OVERTIME SEWER	512.19	1,023.43	5,950.00	4,926.57	17.2
50-41-5075 ACCRUED VAC - COMP TIME	.00	.00	5,000.00	5,000.00	.0
50-41-5082 CITY MANAGER WAGES	1,122.34	3,367.03	14,255.00	10,887.97	23.6
50-41-5085 MAYOR & COUNCIL STIPEND	75.00	225.00	1,386.00	1,161.00	16.2
50-41-5152 PAYROLL EXP - SEWER	17,240.92	48,157.51	291,600.00	243,442.49	16.5
TOTAL PERSONNEL SERVICES	48,504.73	139,181.15	674,371.00	535,189.85	20.6
<u>MATERIALS & SERVICES</u>					
50-45-6110 ELECTRICITY - SEWER	.00	4,534.27	33,500.00	28,965.73	13.5
50-45-6455 EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520 BLDG MAINT - SEWER	.00	.00	4,900.00	4,900.00	.0
50-45-6530 TELEPHONE & TELEMTRY	25.12	1,570.24	6,900.00	5,329.76	22.8
50-45-6534 PLANT CHEMICALS & SUP	589.67	11,814.53	65,000.00	53,185.47	18.2
50-45-6551 ADMIN & BILLING	1,795.77	5,572.82	30,800.00	25,227.18	18.1
50-45-6570 INS - VEHICLE, LIAB, EQUIP, BL	.00	44,000.00	44,000.00	.00	100.0
50-45-6574 AUDIT - SEWER	.00	.00	12,000.00	12,000.00	.0
50-45-6580 FUEL & OIL	.00	763.57	15,000.00	14,236.43	5.1
50-45-6690 VEHICLE MAINT, SUP & REP	.00	.00	15,000.00	15,000.00	.0
50-45-6740 I & I WORK	.00	9,800.00	26,000.00	16,200.00	37.7
50-45-6745 REQUIRED TESTING	.00	.00	2,000.00	2,000.00	.0
50-45-6750 SYSTEM MAINT & SUPPLY	3,050.00	9,212.45	80,000.00	70,787.55	11.5
50-45-6831 DUES	.00	.00	1,200.00	1,200.00	.0
50-45-6850 ATTORNEY	.00	.00	2,800.00	2,800.00	.0
50-45-6851 ENGINEERING	2,554.00	3,937.25	48,000.00	44,062.75	8.2
50-45-6915 TRAVEL & TRAINING - STAFF	.00	.00	6,000.00	6,000.00	.0
50-45-6945 METER READERS	.00	910.64	14,000.00	13,089.36	6.5
50-45-6951 ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	8,014.56	92,115.77	408,600.00	316,484.23	22.5
<u>CAPITAL OUTLAY</u>					
50-47-7602 PW MOBILE EQUIP REPLACE PLAN	.00	14,774.42	15,000.00	225.58	98.5
TOTAL CAPITAL OUTLAY	.00	14,774.42	15,000.00	225.58	98.5

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
50-48-7999 CONTINGENCY - SEWER	.00	.00	164,696.00	164,696.00	.0
TOTAL CONTINGENCY	.00	.00	164,696.00	164,696.00	.0
<u>TRANSFERS</u>					
50-49-8027 TRNSFR TO - GF CH OPERATING	11,250.00	11,250.00	45,000.00	33,750.00	25.0
50-49-8033 TRNSFR TO - SEWER MASTER PLAN	20,500.00	20,500.00	82,000.00	61,500.00	25.0
TOTAL TRANSFERS	31,750.00	31,750.00	127,000.00	95,250.00	25.0
TOTAL FUND EXPENDITURES	88,269.29	277,821.34	1,389,667.00	1,111,845.66	20.0
NET REVENUE OVER EXPENDITURES	(87,230.61)	(97,128.43)	(475,417.00)	(378,288.57)	(20.4)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
52-36-4120 INTEREST INCOME	.00	5,096.60	18,000.00	12,903.40	28.3
TOTAL OTHER INCOME	.00	5,096.60	18,000.00	12,903.40	28.3
<u>TRANSFERS</u>					
52-39-4032 TRNSFR IN - FROM SEWER OPER	20,500.00	20,500.00	82,000.00	61,500.00	25.0
TOTAL TRANSFERS	20,500.00	20,500.00	82,000.00	61,500.00	25.0
TOTAL FUND REVENUE	20,500.00	25,596.60	100,000.00	74,403.40	25.6

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
52-47-7555 WWMP-IMPLIMENTATION PROJECTS	.00	.00	335,000.00	335,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	335,000.00	335,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	335,000.00	335,000.00	.0
NET REVENUE OVER EXPENDITURES	20,500.00	25,596.60	(235,000.00)	(260,596.60)	10.9

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
56-34-4650 SEWER DEBT REVENUE	87.17	42,930.37	254,640.00	211,709.63	16.9
TOTAL UTILITY BILLING	87.17	42,930.37	254,640.00	211,709.63	16.9
<u>OTHER INCOME</u>					
56-36-4120 INTEREST INCOME	3,117.13	10,052.44	13,500.00	3,447.56	74.5
TOTAL OTHER INCOME	3,117.13	10,052.44	13,500.00	3,447.56	74.5
TOTAL FUND REVENUE	3,204.30	52,982.81	268,140.00	215,157.19	19.8

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
56-49-8510 WW OUTFALL LOAN PRINCIPLE	.00	205,000.00	205,000.00	.00	100.0
56-49-8511 WW-OUTFALL LOAN INTEREST	.00	3,075.00	3,075.00	.00	100.0
TOTAL DEBT SERVICE	.00	208,075.00	208,075.00	.00	100.0
TOTAL FUND EXPENDITURES	.00	208,075.00	208,075.00	.00	100.0
NET REVENUE OVER EXPENDITURES	3,204.30	(155,092.19)	60,065.00	215,157.19	(258.2)

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
59-36-4120 INTEREST INCOME	6,573.00	19,572.82	3,000.00	(16,572.82)	652.4
TOTAL OTHER INCOME	6,573.00	19,572.82	3,000.00	(16,572.82)	652.4
<u>FEEES</u>					
59-38-4935 REIMB FEES - SEWER SDC	.00	5,912.00	20,000.00	14,088.00	29.6
59-38-4940 IMP FEES - SEWER SDC	.00	10,580.00	55,000.00	44,420.00	19.2
TOTAL FEES	.00	16,492.00	75,000.00	58,508.00	22.0
TOTAL FUND REVENUE	6,573.00	36,064.82	78,000.00	41,935.18	46.2

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
59-45-6050 CONT MAT - REIMB SWR SDC	.00	.00	435,732.00	435,732.00	.0
59-45-6051 CONT MAT - IMP SWR	.00	.00	996,933.00	996,933.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	1,432,665.00	1,432,665.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,432,665.00	1,432,665.00	.0
NET REVENUE OVER EXPENDITURES	6,573.00	36,064.82	(1,354,665.00)	(1,390,729.82)	2.7

CITY OF ROCKAWAY BEACH
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROOM TAX REVENUES</u>					
80-31-4710 TRT REVENUE 5%	.00	.00	1,200,000.00	1,200,000.00	.0
80-31-4711 TRT REVENUE 2% - ADV	.00	.00	480,000.00	480,000.00	.0
80-31-4712 TRT REVENUE 2% - CTY	.00	.00	480,000.00	480,000.00	.0
80-31-4713 TRT REVENUE 1% - CTY	.00	.00	240,000.00	240,000.00	.0
TOTAL ROOM TAX REVENUES	.00	.00	2,400,000.00	2,400,000.00	.0
<u>OTHER INCOME</u>					
80-36-4120 INTEREST INCOME - TRT	4,210.57	13,119.33	13,750.00	630.67	95.4
TOTAL OTHER INCOME	4,210.57	13,119.33	13,750.00	630.67	95.4
TOTAL FUND REVENUE	4,210.57	13,119.33	2,413,750.00	2,400,630.67	.5

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
80-45-6533	.00	17,097.57	210,000.00	192,902.43	8.1
80-45-6534	.00	18,729.65	170,000.00	151,270.35	11.0
80-45-6535	.00	.00	60,000.00	60,000.00	.0
80-45-6536	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	.00	18,471.16	75,000.00	56,528.84	24.6
80-45-6538	.00	.00	333,535.00	333,535.00	.0
TOTAL MATERIALS & SERVICES	.00	55,516.38	850,535.00	795,018.62	6.5
<u>TRANSFERS</u>					
80-49-8024	83,600.00	83,600.00	334,400.00	250,800.00	25.0
80-49-8025	24,600.00	24,600.00	98,400.00	73,800.00	25.0
80-49-8026	30,250.00	30,250.00	121,000.00	90,750.00	25.0
80-49-8036	164,600.00	164,600.00	658,400.00	493,800.00	25.0
80-49-8041	92,100.00	92,100.00	368,400.00	276,300.00	25.0
80-49-8044	1,250.00	1,250.00	5,000.00	3,750.00	25.0
80-49-8046	83,600.00	83,600.00	334,400.00	250,800.00	25.0
TOTAL TRANSFERS	480,000.00	480,000.00	1,920,000.00	1,440,000.00	25.0
TOTAL FUND EXPENDITURES	480,000.00	535,516.38	2,770,535.00	2,235,018.62	19.3
NET REVENUE OVER EXPENDITURES	(475,789.43)	(522,397.05)	(356,785.00)	165,612.05	(146.4)

CITY OF ROCKAWAY BEACH
 COMBINED CASH INVESTMENT
 OCTOBER 31, 2024

COMBINED CASH ACCOUNTS

01-1002	MASTER CHECKING ACCT- 1ST SEC	132,735.60
01-1004	LGIP	14,530,402.68
01-1005	FIBRE FEDERAL CREDIT UNION	21.13
01-1075	CASH CLEARING UTILITIES	(59,302.54)
01-1080	CASH CLEARING AR	500.00
01-1085	CASH CLEARING BL	(308.75)
	TOTAL COMBINED CASH	14,604,048.12
01-1000	CASH ALLOCATED TO OTHER FUNDS	(14,604,048.12)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	2,385,741.39
11	ALLOCATION TO CIVIC CENTER - CITY HALL OP	9,948.24
14	ALLOCATION TO FIRE EQUIP RESERVE	324,488.06
16	ALLOCATION TO LOAN PAYMENT RESERVE FUND	172,050.00
17	ALLOCATION TO ECONOMIC STABILITY RESERVE	115,459.31
21	ALLOCATION TO PROJECT & EQUIP RESERVE	726,267.33
30	ALLOCATION TO ROADS & STREETS	799,012.55
39	ALLOCATION TO TRANSPORTATION SDC	227,243.73
40	ALLOCATION TO WATER OPERATING	2,449,930.66
42	ALLOCATION TO WATER MASTER PLAN	969,499.37
43	ALLOCATION TO 81 WATER REVENUE BOND	102.54
47	ALLOCATION TO WATER DEBT SERVICE	709,198.50
49	ALLOCATION TO WATER SDC FUND	681,097.12
50	ALLOCATION TO SEWER OPERATING FUND	979,514.14
52	ALLOCATION TO SEWER MASTER PLAN	620,506.36
56	ALLOCATION TO SEWER DEBT SERVICE	775,167.10
59	ALLOCATION TO SEWER SDC	1,567,532.91
80	ALLOCATION TO TRANSIENT ROOM TAX	1,091,288.81
	TOTAL ALLOCATIONS TO OTHER FUNDS	14,604,048.12
	ALLOCATION FROM COMBINED CASH FUND - 01-1000	(14,604,048.12)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUES & RESOURCES</u>					
10-31-4010 CUR YR PROP TX - GEN FUND	551.01	1,600.80	479,850.00	478,249.20	.3
10-31-4020 DELINQUENT PROP TAX REVENUE	288.10	1,568.28	5,494.00	3,925.72	28.6
10-31-4040 LIQUOR TAX - OLCC	2,066.42	8,908.16	30,325.00	21,416.84	29.4
10-31-4050 CIGARETTE TAX	70.20	989.28	1,065.00	75.72	92.9
10-31-4060 OTHER TAX REVENUE	.00	8,647.29	35,000.00	26,352.71	24.7
TOTAL REVENUES & RESOURCES	2,975.73	21,713.81	551,734.00	530,020.19	3.9
<u>GRANTS, LOANS & BONDS</u>					
10-33-4175 GRANTS - GENERAL FUND MISC	.00	.00	35,000.00	35,000.00	.0
10-33-4185 STATE REVENUE SHARING	.00	6,641.32	28,000.00	21,358.68	23.7
TOTAL GRANTS, LOANS & BONDS	.00	6,641.32	63,000.00	56,358.68	10.5
<u>FEES & SERVICES</u>					
10-34-4060 FRANCHISE FEES	5,887.90	22,729.84	390,500.00	367,770.16	5.8
10-34-4065 BUSINESS LICENSES	.00	13,666.25	.00	(13,666.25)	.0
10-34-4066 STR LICENSE FEES	4,440.80	259,440.80	.00	(259,440.80)	.0
10-34-4085 LAND USE-ORDINANCE FEES-PERMIT	1,017.50	5,355.75	20,500.00	15,144.25	26.1
10-34-4141 CIVIC/COMM CENTER RENT	50.00	270.00	1,000.00	730.00	27.0
10-34-4142 FIRST FLOOR RENT-HLTH DEPT	946.00	3,784.00	11,500.00	7,716.00	32.9
10-34-4145 CC-REFUNDABLE DEPOSITS	.00	.00	100.00	100.00	.0
10-34-4146 HEALTH DEPT UTILITY REIMB	99.58	398.32	3,060.00	2,661.68	13.0
TOTAL FEES & SERVICES	12,441.78	305,644.96	426,660.00	121,015.04	71.6
<u>FIRE DEPARTMENT</u>					
10-35-4091 NEDONNA FIRE DIST	.00	.00	30,000.00	30,000.00	.0
10-35-4092 TWIN ROCKS WATER DISTRICT	.00	.00	10,000.00	10,000.00	.0
10-35-4093 OR STATE FORESTRY DEPT	.00	.00	500.00	500.00	.0
10-35-4185 FIRE PERMITS	.00	.00	50.00	50.00	.0
10-35-4186 EMERGENCY SERVICES FEE	.00	20,901.82	125,000.00	104,098.18	16.7
TOTAL FIRE DEPARTMENT	.00	20,901.82	165,550.00	144,648.18	12.6
<u>OTHER REVENUES</u>					
10-36-4120 INTEREST ON INVESTED FUNDS	11,526.96	41,788.69	193,000.00	151,211.31	21.7
10-36-4150 MISC RCPTS - GEN FUND	2,284.21	6,966.51	10,000.00	3,033.49	69.7
10-36-4190 SURPLUS PROPERTY SALES	.00	.00	500.00	500.00	.0
TOTAL OTHER REVENUES	13,811.17	48,755.20	203,500.00	154,744.80	24.0

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>POLICE DEPARTMENT</u>					
10-37-4100 CITATIONS - FINES & FORFEITS	240.49	718.97	7,140.00	6,421.03	10.1
TOTAL POLICE DEPARTMENT	240.49	718.97	7,140.00	6,421.03	10.1
<u>TRANSFERS</u>					
10-39-4030 TIF - TRT POLICE	.00	83,600.00	334,400.00	250,800.00	25.0
10-39-4032 TIF -SEWER OP	.00	11,250.00	45,000.00	33,750.00	25.0
10-39-4035 TIF - DEBT SERVICE RESERVE	.00	57,350.00	229,400.00	172,050.00	25.0
10-39-4036 TIF-TRT-P&R	.00	3,600.00	14,400.00	10,800.00	25.0
10-39-4037 TIF - CC	.00	11,250.00	45,000.00	33,750.00	25.0
10-39-4038 TIF- TRT-GF PW CAP OUTLAY	.00	5,000.00	20,000.00	15,000.00	25.0
10-39-4052 TIF - TRT-CTY BEAUTIF	.00	1,250.00	5,000.00	3,750.00	25.0
10-39-4053 TIF - TRT FIRE DEPT	.00	83,600.00	334,400.00	250,800.00	25.0
10-39-4055 TIF - TRT USDA LOAN	.00	16,000.00	64,000.00	48,000.00	25.0
TOTAL TRANSFERS	.00	272,900.00	1,091,600.00	818,700.00	25.0
TOTAL FUND REVENUE	29,469.17	677,276.08	2,509,184.00	1,831,907.92	27.0

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT</u>					
10-45-6550 MATERIALS SUPPLIES	25,192.60	41,682.24	668,392.00	626,709.76	6.2
TOTAL POLICE DEPARTMENT	25,192.60	41,682.24	668,392.00	626,709.76	6.2
<u>FIRE DEPARTMENT</u>					
10-46-5052 FIRE CHIEF WAGES	8,957.89	35,831.55	113,000.00	77,168.45	31.7
10-46-5053 FIREFIGHTERS	13,971.70	65,490.37	176,000.00	110,509.63	37.2
10-46-5054 OVERTIME-FIRE DEPARTMENT	574.47	5,926.01	5,000.00	(926.01)	118.5
10-46-5061 VOLUNTEER FIRE FIGHTER BONUS	5,183.75	10,432.07	42,000.00	31,567.93	24.8
10-46-5062 RECORD KEEPING & TRAINING	125.00	500.00	2,500.00	2,000.00	20.0
10-46-5152 PAYROLL EXPENSES - FIRE	13,631.67	56,075.74	200,000.00	143,924.26	28.0
10-46-6110 ELECTRICITY	191.68	380.38	3,800.00	3,419.62	10.0
10-46-6530 TELEPHONE	562.51	2,747.25	12,000.00	9,252.75	22.9
10-46-6535 MEDICAL	.00	433.65	10,500.00	10,066.35	4.1
10-46-6555 SUPPLIES, GEAR & SERVICES	.00	3,986.69	32,500.00	28,513.31	12.3
10-46-6557 EMERGENCY MANAGEMENT SUPPLIES	.00	.00	7,500.00	7,500.00	.0
10-46-6570 INS- VEHICLE, LIAB, EQUIP, BLD	.00	19,500.54	28,000.00	8,499.46	69.6
10-46-6580 FUEL & OIL	.00	610.85	10,000.00	9,389.15	6.1
10-46-6582 ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630 FIRE BLDG MAINT	.00	285.12	15,000.00	14,714.88	1.9
10-46-6660 SAFETY TRAINING & FIRST AID	.00	229.00	22,000.00	21,771.00	1.0
10-46-6670 REQUIRED EQUIP TESTING	.00	2,100.00	10,000.00	7,900.00	21.0
10-46-6690 VEHICLE MAINT, SUP & REP	.00	3,860.56	15,000.00	11,139.44	25.7
TOTAL FIRE DEPARTMENT	43,198.67	208,389.78	706,300.00	497,910.22	29.5

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
10-48-5057 OFFICE ASSISTANT	11,054.00	45,213.07	132,000.00	86,786.93	34.3
10-48-5065 OVERTIME - CITY HALL	.00	.00	1,200.00	1,200.00	.0
10-48-5075 ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082 CITY MANAGER	7,856.43	31,425.69	99,760.00	68,334.31	31.5
10-48-5085 MAYOR & COUNCIL STIPEND	125.00	500.00	1,400.00	900.00	35.7
10-48-5152 PAYROLL EXP - ADMIN	10,314.24	40,362.42	167,000.00	126,637.58	24.2
10-48-6410 PLANNING & ZONING	3,875.00	11,095.62	10,000.00	(1,095.62)	111.0
10-48-6420 COMMUNITY CENTER EXP	.00	(.01)	.00	.01	.0
10-48-6440 REFUNDABLE DEPOSITS	.00	.00	200.00	200.00	.0
10-48-6530 TELEPHONE	50.00	719.13	5,800.00	5,080.87	12.4
10-48-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	224.98	22,224.98	22,000.00	(224.98)	101.0
10-48-6571 TECHNOLOGY & DATA PROCESSING	3,446.97	17,106.78	65,000.00	47,893.22	26.3
10-48-6577 ORDINANCE UPDATE	550.00	1,206.17	4,000.00	2,793.83	30.2
10-48-6596 EMERGENCY SERVICES EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-48-6666 CITY BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-48-6830 CITY HALL OPERATIONS	931.67	8,170.87	66,000.00	57,829.13	12.4
10-48-6831 DUES-CITY, OFFICIALS & STAFF	(120.00)	605.00	3,500.00	2,895.00	17.3
10-48-6835 BANK FEES	2,277.68	6,104.36	2,000.00	(4,104.36)	305.2
10-48-6840 COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850 ATTORNEY	7,330.50	11,656.50	40,000.00	28,343.50	29.1
10-48-6870 AUDIT & BOND	.00	323.25	9,500.00	9,176.75	3.4
10-48-6880 ADVERTISING	.00	526.85	2,000.00	1,473.15	26.3
10-48-6890 STATIONERY & SUPPLIES	.00	297.17	10,000.00	9,702.83	3.0
10-48-6910 OLD TRAVEL & TRAIN-CITY	.00	249.00	.00	(249.00)	.0
10-48-6915 TRAVEL & TRAIN-STAFF	1,194.25	1,194.25	8,000.00	6,805.75	14.9
10-48-6920 BLDG MAINT-CTY HALL	.00	554.63	18,000.00	17,445.37	3.1
10-48-6931 COUNCIL EXPENSE	.00	.00	3,750.00	3,750.00	.0
10-48-6932 CITY MANAGER FUND	.00	.00	750.00	750.00	.0
10-48-6954 COMMUNITY GRANTS	.00	.00	75,000.00	75,000.00	.0
10-48-8000 GENERAL FUND CAPITAL PROJECTS	.00	.00	20,000.00	20,000.00	.0
10-48-8041 TO - ROADS/STREETS, FRANCHISE	.00	12,500.00	50,000.00	37,500.00	25.0
10-48-8044 TO -FIRE EQUIPMENT RESERVE	.00	11,250.00	45,000.00	33,750.00	25.0
10-48-8046 TO - ECONOMIC STABILITY RES FD	.00	114,950.00	459,800.00	344,850.00	25.0
10-48-8518 DEBT SVC - GF LOANS & DEBT SVC	530.00	61,444.83	140,000.00	78,555.17	43.9
TOTAL ADMINISTRATION	49,640.72	399,680.56	1,470,760.00	1,071,079.44	27.2
<u>CONTINGENCY</u>					
10-52-7999 CONTINGENCY - GF	.00	.00	327,848.00	327,848.00	.0
TOTAL CONTINGENCY	.00	.00	327,848.00	327,848.00	.0
TOTAL FUND EXPENDITURES	118,031.99	649,752.58	3,173,300.00	2,523,547.42	20.5
NET REVENUE OVER EXPENDITURES	(88,562.82)	27,523.50	(664,116.00)	(691,639.50)	4.1

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
14-36-4120 INTEREST INCOME	1,431.37	5,851.18	2,100.00	(3,751.18)	278.6
TOTAL OTHER INCOME	1,431.37	5,851.18	2,100.00	(3,751.18)	278.6
<u>TRANSFERS</u>					
14-39-4026 TIF - GF	.00	11,250.00	45,000.00	33,750.00	25.0
14-39-4030 TIF - TRT	.00	30,250.00	121,000.00	90,750.00	25.0
TOTAL TRANSFERS	.00	41,500.00	166,000.00	124,500.00	25.0
TOTAL FUND REVENUE	1,431.37	47,351.18	168,100.00	120,748.82	28.2

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

FIRE EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
14-47-7621 FIRE EQUIP & CAPITAL OUTLAY	.00	5,455.32	165,000.00	159,544.68	3.3
14-47-7625 FIRE TRUCK	.00	86,775.75	90,000.00	3,224.25	96.4
TOTAL FIRE DEPARTMENT	.00	92,231.07	255,000.00	162,768.93	36.2
TOTAL FUND EXPENDITURES	.00	92,231.07	255,000.00	162,768.93	36.2
NET REVENUE OVER EXPENDITURES	1,431.37	(44,879.89)	(86,900.00)	(42,020.11)	(51.7)

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

LOAN PAYMENT RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 48</u>					
16-48-4032 TO -GENERAL FUND	.00	57,350.00	229,400.00	172,050.00	25.0
TOTAL DEPARTMENT 48	.00	57,350.00	229,400.00	172,050.00	25.0
TOTAL FUND EXPENDITURES	.00	57,350.00	229,400.00	172,050.00	25.0
NET REVENUE OVER EXPENDITURES	.00	(57,350.00)	(229,400.00)	(172,050.00)	(25.0)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

ECONOMIC STABILITY RESERVE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>OTHER INCOME</u>					
17-36-4120 INTEREST INCOME	509.31	509.31	5,000.00	4,490.69	10.2
TOTAL OTHER INCOME	509.31	509.31	5,000.00	4,490.69	10.2
<u>TRANSFERS</u>					
17-39-4030 TIF - GEN FND	.00	114,950.00	459,800.00	344,850.00	25.0
TOTAL TRANSFERS	.00	114,950.00	459,800.00	344,850.00	25.0
TOTAL FUND REVENUE	509.31	115,459.31	464,800.00	349,340.69	24.8
NET REVENUE OVER EXPENDITURES	509.31	115,459.31	464,800.00	349,340.69	24.8

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

PROJECT & EQUIP RESERVE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 33</u>					
21-33-4184 GRANTS: TOURISM FACILITIES	.00	.00	75,000.00	75,000.00	.0
TOTAL SOURCE 33	.00	.00	75,000.00	75,000.00	.0
<u>OTHER INCOME</u>					
21-36-4120 INTEREST INCOME	3,231.68	11,495.02	3,000.00	(8,495.02)	383.2
TOTAL OTHER INCOME	3,231.68	11,495.02	3,000.00	(8,495.02)	383.2
<u>TRANSFERS IN</u>					
21-39-4030 TIF - TRT	.00	164,600.00	658,400.00	493,800.00	25.0
TOTAL TRANSFERS IN	.00	164,600.00	658,400.00	493,800.00	25.0
TOTAL FUND REVENUE	3,231.68	176,095.02	736,400.00	560,304.98	23.9

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

PROJECT & EQUIP RESERVE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>CAPITAL OUTLAY</u>					
21-47-7577 TOURISM CAPITAL PROJECTS	1,035.15	53,273.26	2,000,000.00	1,946,726.74	2.7
TOTAL CAPITAL OUTLAY	1,035.15	53,273.26	2,000,000.00	1,946,726.74	2.7
TOTAL FUND EXPENDITURES	1,035.15	53,273.26	2,000,000.00	1,946,726.74	2.7
NET REVENUE OVER EXPENDITURES	2,196.53	122,821.76	(1,263,600.00)	(1,386,421.76)	9.7

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STATE REVENUE</u>					
30-31-2985 RESTRICTED BIKE PATHS ODOT	.00	.00	1,190.00	1,190.00	.0
30-31-4340 STATE STREET - DMV - REVENUE	11,282.20	40,929.28	119,000.00	78,070.72	34.4
TOTAL STATE REVENUE	11,282.20	40,929.28	120,190.00	79,260.72	34.1
<u>GRANTS</u>					
30-33-4182 GRANTS & REIM- ROADS & STREETS	.00	.00	250,000.00	250,000.00	.0
TOTAL GRANTS	.00	.00	250,000.00	250,000.00	.0
<u>OTHER REVENUE</u>					
30-36-4120 INTEREST INCOME	3,611.60	12,978.74	31,000.00	18,021.26	41.9
TOTAL OTHER REVENUE	3,611.60	12,978.74	31,000.00	18,021.26	41.9
<u>TRANSFERS</u>					
30-39-4030 TIF - TRT	.00	92,100.00	368,400.00	276,300.00	25.0
30-39-4038 TIF - GEN FND	.00	12,500.00	50,000.00	37,500.00	25.0
TOTAL TRANSFERS	.00	104,600.00	418,400.00	313,800.00	25.0
TOTAL FUND REVENUE	14,893.80	158,508.02	819,590.00	661,081.98	19.3

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
30-41-5055 MAINT WKR WAGES	8,807.76	35,262.98	91,000.00	55,737.02	38.8
30-41-5056 EXTRA LABOR	.00	.00	5,000.00	5,000.00	.0
30-41-5058 SUPER OF PUBLIC WORKS	834.86	3,339.49	10,520.00	7,180.51	31.7
30-41-5065 OVERTIME	.00	5.84	5,600.00	5,594.16	.1
30-41-5075 ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
30-41-5082 CTY MANAGER - RDS & STS	1,122.34	4,489.37	14,252.00	9,762.63	31.5
30-41-5085 MAYOR & COUNCIL STIPEND	25.00	100.00	.00	(100.00)	.0
30-41-5152 PAYROLL EXP - RDS & STS	5,158.26	21,675.41	91,000.00	69,324.59	23.8
TOTAL PERSONNEL SERVICES	15,948.22	64,873.09	219,372.00	154,498.91	29.6
<u>MATERIALS & SERVICES</u>					
30-45-6125 ELECTRIC-STLITES-WYSD-CTYPRKS	179.84	566.83	4,600.00	4,033.17	12.3
30-45-6130 WAYSIDE & PARKS	.00	9,787.30	42,000.00	32,212.70	23.3
30-45-6131 NATURE CONSERVANCY	.00	800.00	10,000.00	9,200.00	8.0
30-45-6570 INS-VEHICLE, LIAB, EQUIP, BLDG	.00	8,000.00	8,000.00	.00	100.0
30-45-6572 STREET LIGHTS	.00	4,283.31	25,000.00	20,716.69	17.1
30-45-6580 FUEL & OIL	.00	447.24	7,000.00	6,552.76	6.4
30-45-6592 PARKING LEASE	.00	1,773.60	1,600.00	(173.60)	110.9
30-45-6600 DRAINAGE & FLOOD CONTROL	.00	.00	10,000.00	10,000.00	.0
30-45-6610 SIDEWALKS, CURBS & FOOTPATHS	.00	.00	9,300.00	9,300.00	.0
30-45-6620 STREET SIGNS	.00	86.61	3,000.00	2,913.39	2.9
30-45-6667 STORM DAMAGE REPAIR	.00	.00	1,000.00	1,000.00	.0
30-45-6690 VEHICLE MAINT, SUPP & REP	14.73	3,707.04	15,000.00	11,292.96	24.7
30-45-6800 ROADS, MATERIALS & SUPPLIES	3,743.12	9,547.54	33,500.00	23,952.46	28.5
TOTAL MATERIALS & SERVICES	3,937.69	38,999.47	170,000.00	131,000.53	22.9
<u>CAPITAL OUTLAY</u>					
30-47-7502 RDS-STIS IMPROVEMENT PROJECTS	.00	.00	450,000.00	450,000.00	.0
30-47-7506 RDS-STIS: CAPITAL IMPROV PLAN	.00	.00	50,000.00	50,000.00	.0
30-47-7508 RDS-STIS PW STORMWATER PROJECTS	.00	6,208.00	35,000.00	28,792.00	17.7
TOTAL CAPITAL OUTLAY	.00	6,208.00	535,000.00	528,792.00	1.2
<u>CONTINGENCY</u>					
30-48-7999 CONTINGENCY - ROADS	.00	.00	137,906.00	137,906.00	.0
TOTAL CONTINGENCY	.00	.00	137,906.00	137,906.00	.0
TOTAL FUND EXPENDITURES	19,885.91	110,080.56	1,062,278.00	952,197.44	10.4

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

ROADS & STREETS

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(4,992.11)	48,427.46	(242,688.00)	(291,115.46)	20.0

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
39-36-4120 INTEREST INCOME	1,002.41	3,863.25	1,800.00	(2,063.25)	214.6
TOTAL OTHER INCOME	1,002.41	3,863.25	1,800.00	(2,063.25)	214.6
<u>FEEES</u>					
39-38-4940 IMP FEES - TRANSPORT SDC	.00	2,700.00	18,000.00	15,300.00	15.0
TOTAL FEES	.00	2,700.00	18,000.00	15,300.00	15.0
TOTAL FUND REVENUE	1,002.41	6,563.25	19,800.00	13,236.75	33.2

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

TRANSPORTATION SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
39-47-7880 CONT MAT - IMP TRANS	.00	.00	242,519.00	242,519.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	242,519.00	242,519.00	.0
TOTAL FUND EXPENDITURES	.00	.00	242,519.00	242,519.00	.0
NET REVENUE OVER EXPENDITURES	1,002.41	6,563.25	(222,719.00)	(229,282.25)	3.0

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>REVENUE</u>					
40-34-4540 WATER SERVICE BASE	(226.08)	221,288.55	1,215,000.00	993,711.45	18.2
40-34-4550 NEW WATER CONNECTIONS	3,300.00	12,780.00	25,500.00	12,720.00	50.1
40-34-4560 WATER MASTER PLAN	.00	12,821.33	76,500.00	63,678.67	16.8
TOTAL REVENUE	3,073.92	246,889.88	1,317,000.00	1,070,110.12	18.8
<u>INTEREST & MISC</u>					
40-36-4120 INT - WATER OP	11,101.46	41,998.68	16,000.00	(25,998.68)	262.5
40-36-4150 MISC RCPTS - WTR OP FUND	1,448.28	11,326.30	2,825,800.00	2,814,473.70	.4
TOTAL INTEREST & MISC	12,549.74	53,324.98	2,841,800.00	2,788,475.02	1.9
<u>SOURCE 39</u>					
40-39-4047 TIF- FM WATER REVENUE BOND	.00	34.00	137.00	103.00	24.8
TOTAL SOURCE 39	.00	34.00	137.00	103.00	24.8
TOTAL FUND REVENUE	15,623.66	300,248.86	4,158,937.00	3,858,688.14	7.2

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
40-41-5054	.00	.00	3,500.00	3,500.00	.0
40-41-5055	9,074.21	36,327.50	92,050.00	55,722.50	39.5
40-41-5056	.00	.00	10,000.00	10,000.00	.0
40-41-5057	11,269.25	46,041.30	147,500.00	101,458.70	31.2
40-41-5058	4,174.37	16,697.43	52,600.00	35,902.57	31.7
40-41-5059	4,897.82	20,060.30	64,500.00	44,439.70	31.1
40-41-5064	.00	.00	1,750.00	1,750.00	.0
40-41-5065	50.64	1,074.25	14,000.00	12,925.75	7.7
40-41-5067	.00	.00	1,000.00	1,000.00	.0
40-41-5075	.00	.00	5,000.00	5,000.00	.0
40-41-5082	1,122.34	4,489.37	14,250.00	9,760.63	31.5
40-41-5085	75.00	300.00	1,470.00	1,170.00	20.4
40-41-5152	16,135.41	66,112.55	299,000.00	232,887.45	22.1
TOTAL PERSONNEL SERVICES	46,799.04	191,102.70	706,620.00	515,517.30	27.0
<u>MATERIALS & SERVICES</u>					
40-45-6110	81.58	5,343.41	36,500.00	31,156.59	14.6
40-45-6455	.00	.00	1,000.00	1,000.00	.0
40-45-6520	.00	2,621.27	3,000.00	378.73	87.4
40-45-6530	.00	982.54	17,000.00	16,017.46	5.8
40-45-6534	4,351.56	11,968.56	35,000.00	23,031.44	34.2
40-45-6551	1,355.12	6,931.35	25,500.00	18,568.65	27.2
40-45-6570	.00	29,000.00	29,000.00	.00	100.0
40-45-6574	.00	.00	12,000.00	12,000.00	.0
40-45-6580	.00	763.57	10,000.00	9,236.43	7.6
40-45-6667	.00	.00	500.00	500.00	.0
40-45-6690	.00	145.00	15,000.00	14,855.00	1.0
40-45-6745	1,895.00	1,895.00	7,000.00	5,105.00	27.1
40-45-6750	732.21	12,734.31	100,000.00	87,265.69	12.7
40-45-6831	.00	.00	3,200.00	3,200.00	.0
40-45-6850	920.00	920.00	5,000.00	4,080.00	18.4
40-45-6851	.00	9,292.25	25,000.00	15,707.75	37.2
40-45-6915	.00	1,270.00	8,000.00	6,730.00	15.9
40-45-6945	872.47	1,783.12	10,100.00	8,316.88	17.7
40-45-6951	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	10,207.94	85,650.38	343,300.00	257,649.62	25.0
<u>CAPITAL OUTLAY</u>					
40-47-7601	.00	1,244.04	3,000,000.00	2,998,755.96	.0
40-47-7602	5,291.29	28,868.84	235,000.00	206,131.16	12.3
40-47-7603	.00	14,774.42	15,000.00	225.58	98.5
TOTAL CAPITAL OUTLAY	5,291.29	44,887.30	3,250,000.00	3,205,112.70	1.4

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER OPERATING

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
40-48-7999 CONTINGENCY - WTR	.00	.00	644,988.00	644,988.00	.0
TOTAL CONTINGENCY	.00	.00	644,988.00	644,988.00	.0
<u>TRANSFERS</u>					
40-49-8027 TO - CC - CH OPERATING	.00	11,250.00	45,000.00	33,750.00	25.0
40-49-8045 TO -WMP FUND	.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL TRANSFERS	.00	36,250.00	145,000.00	108,750.00	25.0
TOTAL FUND EXPENDITURES	62,298.27	357,890.38	5,089,908.00	4,732,017.62	7.0
NET REVENUE OVER EXPENDITURES	(46,674.61)	(57,641.52)	(930,971.00)	(873,329.48)	(6.2)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
42-36-4120 INTEREST INCOME	4,276.62	18,778.58	31,000.00	12,221.42	60.6
TOTAL OTHER INCOME	4,276.62	18,778.58	31,000.00	12,221.42	60.6
<u>TRANSFERS</u>					
42-39-4030 TIF - WATER OP	.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL TRANSFERS	.00	25,000.00	100,000.00	75,000.00	25.0
TOTAL FUND REVENUE	4,276.62	43,778.58	131,000.00	87,221.42	33.4

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
42-47-7555 WMP - IMPLIMENTATION PROJECTS	.00	5,833.97	450,000.00	444,166.03	1.3
TOTAL CAPITAL OUTLAY	.00	5,833.97	450,000.00	444,166.03	1.3
TOTAL FUND EXPENDITURES	.00	5,833.97	450,000.00	444,166.03	1.3
NET REVENUE OVER EXPENDITURES	4,276.62	37,944.61	(319,000.00)	(356,944.61)	11.9

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

81 WATER REVENUE BOND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>DEBT SERVICE</u>					
43-49-8023 TO - WTR OPERATING	.00	34.00	137.00	103.00	24.8
TOTAL DEBT SERVICE	.00	34.00	137.00	103.00	24.8
TOTAL FUND EXPENDITURES	.00	34.00	137.00	103.00	24.8
NET REVENUE OVER EXPENDITURES	.00	(34.00)	(137.00)	(103.00)	(24.8)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
47-34-4550 WATER DEBT REVENUE	.00	25,622.65	150,000.00	124,377.35	17.1
TOTAL UTILITY BILLING	.00	25,622.65	150,000.00	124,377.35	17.1
<u>OTHER INCOME</u>					
47-36-4120 INTEREST INCOME	3,128.39	11,863.54	2,700.00	(9,163.54)	439.4
TOTAL OTHER INCOME	3,128.39	11,863.54	2,700.00	(9,163.54)	439.4
TOTAL FUND REVENUE	3,128.39	37,486.19	152,700.00	115,213.81	24.6

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
47-49-8512 NEDONNA BEACH WTR LINE - PRINC	.00	.00	205,000.00	205,000.00	.0
47-49-8520 WATER PLANT DS - PRINC	.00	30,000.00	30,000.00	.00	100.0
47-49-8521 WATER PLANT DS - INT	.00	4,050.00	7,650.00	3,600.00	52.9
TOTAL DEBT SERVICE	.00	34,050.00	242,650.00	208,600.00	14.0
TOTAL FUND EXPENDITURES	.00	34,050.00	242,650.00	208,600.00	14.0
NET REVENUE OVER EXPENDITURES	3,128.39	3,436.19	(89,950.00)	(93,386.19)	3.8

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
49-36-4120 INTEREST INCOME	2,973.43	11,320.55	3,300.00	(8,020.55)	343.1
TOTAL OTHER INCOME	2,973.43	11,320.55	3,300.00	(8,020.55)	343.1
<u>WATER SDC FEES</u>					
49-38-4935 REIMB FEES - WTR SDC FUND	1,104.00	3,864.00	9,800.00	5,936.00	39.4
49-38-4940 IMP FEES - WTR SDC FND	5,925.00	35,550.00	80,000.00	44,450.00	44.4
TOTAL WATER SDC FEES	7,029.00	39,414.00	89,800.00	50,386.00	43.9
TOTAL FUND REVENUE	10,002.43	50,734.55	93,100.00	42,365.45	54.5

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

WATER SDC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
49-47-7880 CONT MAT - IMP WTR	.00	958.00	337,799.00	336,841.00	.3
49-47-7885 CONT MAT - REIMB WTR	.00	.00	157,151.00	157,151.00	.0
TOTAL CAPITAL OUTLAY	.00	958.00	494,950.00	493,992.00	.2
TOTAL FUND EXPENDITURES	.00	958.00	494,950.00	493,992.00	.2
NET REVENUE OVER EXPENDITURES	10,002.43	49,776.55	(401,850.00)	(451,626.55)	12.4

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>					
50-34-4640 SEWER SERVICE BASE	(240.70)	139,840.70	780,000.00	640,159.30	17.9
50-34-4650 NEW SEWER CONNECTIONS	3,220.00	11,540.00	17,250.00	5,710.00	66.9
50-34-4660 SEWER MASTER PLAN	.00	13,773.45	82,000.00	68,226.55	16.8
TOTAL UTILITY BILLING	2,979.30	165,154.15	879,250.00	714,095.85	18.8
<u>OTHER INCOME</u>					
50-36-4120 INTEREST INCOME	4,592.25	17,932.27	34,000.00	16,067.73	52.7
50-36-4150 MISC RECEIPTS - SEWER	1,448.28	6,626.32	1,000.00	(5,626.32)	662.6
TOTAL OTHER INCOME	6,040.53	24,558.59	35,000.00	10,441.41	70.2
TOTAL FUND REVENUE	9,019.83	189,712.74	914,250.00	724,537.26	20.8

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PERSONNEL SERVICES</u>					
50-41-5055 MAINT WORKER WAGES	8,807.76	35,262.98	90,100.00	54,837.02	39.1
50-41-5056 EXTRA LABOR WAGES	.00	.00	10,000.00	10,000.00	.0
50-41-5057 OFFICE ASST WAGE	11,269.25	46,041.29	147,500.00	101,458.71	31.2
50-41-5058 SUPER PUB WORKS	3,339.48	13,357.95	42,080.00	28,722.05	31.7
50-41-5059 PLANT OP WAGES	4,897.82	20,060.27	64,400.00	44,339.73	31.2
50-41-5064 STANDBY - SEWER	.00	.00	2,100.00	2,100.00	.0
50-41-5065 OVERTIME SEWER	50.64	1,074.07	5,950.00	4,875.93	18.1
50-41-5075 ACCRUED VAC - COMP TIME	.00	.00	5,000.00	5,000.00	.0
50-41-5082 CITY MANAGER WAGES	1,122.34	4,489.37	14,255.00	9,765.63	31.5
50-41-5085 MAYOR & COUNCIL STIPEND	75.00	300.00	1,386.00	1,086.00	21.7
50-41-5152 PAYROLL EXP - SEWER	15,543.94	63,723.44	291,600.00	227,876.56	21.9
TOTAL PERSONNEL SERVICES	45,106.23	184,309.37	674,371.00	490,061.63	27.3
<u>MATERIALS & SERVICES</u>					
50-45-6110 ELECTRICITY - SEWER	137.26	4,671.53	33,500.00	28,828.47	13.9
50-45-6455 EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520 BLDG MAINT - SEWER	.00	.00	4,900.00	4,900.00	.0
50-45-6530 TELEPHONE & TELEMTRY	159.98	1,730.22	6,900.00	5,169.78	25.1
50-45-6534 PLANT CHEMICALS & SUP	1,941.67	13,756.20	65,000.00	51,243.80	21.2
50-45-6551 ADMIN & BILLING	1,355.14	6,927.96	30,800.00	23,872.04	22.5
50-45-6570 INS - VEHICLE, LIAB, EQUIP, BL	.00	44,000.00	44,000.00	.00	100.0
50-45-6574 AUDIT - SEWER	.00	.00	12,000.00	12,000.00	.0
50-45-6580 FUEL & OIL	.00	763.57	15,000.00	14,236.43	5.1
50-45-6690 VEHICLE MAINT, SUP & REP	.00	.00	15,000.00	15,000.00	.0
50-45-6740 I & I WORK	.00	9,800.00	26,000.00	16,200.00	37.7
50-45-6745 REQUIRED TESTING	.00	.00	2,000.00	2,000.00	.0
50-45-6750 SYSTEM MAINT & SUPPLY	1,679.03	10,891.48	80,000.00	69,108.52	13.6
50-45-6831 DUES	.00	.00	1,200.00	1,200.00	.0
50-45-6850 ATTORNEY	.00	.00	2,800.00	2,800.00	.0
50-45-6851 ENGINEERING	.00	3,937.25	48,000.00	44,062.75	8.2
50-45-6915 TRAVEL & TRAINING - STAFF	.00	.00	6,000.00	6,000.00	.0
50-45-6945 METER READERS	872.47	1,783.11	14,000.00	12,216.89	12.7
50-45-6951 ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
TOTAL MATERIALS & SERVICES	6,145.55	98,261.32	408,600.00	310,338.68	24.1
<u>CAPITAL OUTLAY</u>					
50-47-7602 PW MOBILE EQUIP REPLACE PLAN	.00	14,774.42	15,000.00	225.58	98.5
TOTAL CAPITAL OUTLAY	.00	14,774.42	15,000.00	225.58	98.5

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTINGENCY</u>					
50-48-7999 CONTINGENCY - SEWER	.00	.00	164,696.00	164,696.00	.0
TOTAL CONTINGENCY	.00	.00	164,696.00	164,696.00	.0
<u>TRANSFERS</u>					
50-49-8027 TRNSFR TO - GF CH OPERATING	.00	11,250.00	45,000.00	33,750.00	25.0
50-49-8033 TRNSFR TO - SEWER MASTER PLAN	.00	20,500.00	82,000.00	61,500.00	25.0
TOTAL TRANSFERS	.00	31,750.00	127,000.00	95,250.00	25.0
TOTAL FUND EXPENDITURES	51,251.78	329,095.11	1,389,667.00	1,060,571.89	23.7
NET REVENUE OVER EXPENDITURES	(42,231.95)	(139,382.37)	(475,417.00)	(336,034.63)	(29.3)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>						
52-36-4120	INTEREST INCOME	2,737.16	7,833.76	18,000.00	10,166.24	43.5
	TOTAL OTHER INCOME	2,737.16	7,833.76	18,000.00	10,166.24	43.5
<u>TRANSFERS</u>						
52-39-4032	TRNSFR IN - FROM SEWER OPER	.00	20,500.00	82,000.00	61,500.00	25.0
	TOTAL TRANSFERS	.00	20,500.00	82,000.00	61,500.00	25.0
	TOTAL FUND REVENUE	2,737.16	28,333.76	100,000.00	71,666.24	28.3

DRAFT

CITY OF ROCKAWAY BEACH
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER MASTER PLAN

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
52-47-7555 WWMP-IMPLIMENTATION PROJECTS	.00	.00	335,000.00	335,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	335,000.00	335,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	335,000.00	335,000.00	.0
NET REVENUE OVER EXPENDITURES	2,737.16	28,333.76	(235,000.00)	(263,333.76)	12.1

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>UTILITY BILLING</u>						
56-34-4650	SEWER DEBT REVENUE	.00	42,930.37	254,640.00	211,709.63	16.9
	TOTAL UTILITY BILLING	.00	42,930.37	254,640.00	211,709.63	16.9
<u>OTHER INCOME</u>						
56-36-4120	INTEREST INCOME	3,419.39	13,471.83	13,500.00	28.17	99.8
	TOTAL OTHER INCOME	3,419.39	13,471.83	13,500.00	28.17	99.8
	TOTAL FUND REVENUE	3,419.39	56,402.20	268,140.00	211,737.80	21.0

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER DEBT SERVICE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT SERVICE</u>					
56-49-8510 WW OUTFALL LOAN PRINCIPLE	.00	205,000.00	205,000.00	.00	100.0
56-49-8511 WW-OUTFALL LOAN INTEREST	.00	3,075.00	3,075.00	.00	100.0
TOTAL DEBT SERVICE	.00	208,075.00	208,075.00	.00	100.0
TOTAL FUND EXPENDITURES	.00	208,075.00	208,075.00	.00	100.0
NET REVENUE OVER EXPENDITURES	3,419.39	(151,672.80)	60,065.00	211,737.80	(252.5)

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER INCOME</u>					
59-36-4120 INTEREST INCOME	6,852.14	26,424.96	3,000.00	(23,424.96)	880.8
TOTAL OTHER INCOME	6,852.14	26,424.96	3,000.00	(23,424.96)	880.8
<u>FEEES</u>					
59-38-4935 REIMB FEES - SEWER SDC	2,956.00	8,868.00	20,000.00	11,132.00	44.3
59-38-4940 IMP FEES - SEWER SDC	11,215.00	21,795.00	55,000.00	33,205.00	39.6
TOTAL FEES	14,171.00	30,663.00	75,000.00	44,337.00	40.9
TOTAL FUND REVENUE	21,023.14	57,087.96	78,000.00	20,912.04	73.2

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

SEWER SDC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
59-45-6050	.00	.00	435,732.00	435,732.00	.0
59-45-6051	.00	.00	996,933.00	996,933.00	.0
TOTAL MATERIALS & SERVICES	.00	.00	1,432,665.00	1,432,665.00	.0
TOTAL FUND EXPENDITURES	.00	.00	1,432,665.00	1,432,665.00	.0
NET REVENUE OVER EXPENDITURES	21,023.14	57,087.96	(1,354,665.00)	(1,411,752.96)	4.2

DRAFT

CITY OF ROCKAWAY BEACH
REVENUES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ROOM TAX REVENUES</u>					
80-31-4709 TRT-PENALTY-INT DELINQUENT RPT	1,613.07	1,613.07	.00	(1,613.07)	.0
80-31-4710 TRT REVENUE 5%	313,038.70	313,038.70	1,200,000.00	886,961.30	26.1
80-31-4711 TRT REVENUE 2% - ADV	125,215.48	125,215.48	480,000.00	354,784.52	26.1
80-31-4712 TRT REVENUE 2% - CTY	125,215.48	125,215.48	480,000.00	354,784.52	26.1
80-31-4713 TRT REVENUE 1% - CTY	62,607.73	62,607.73	240,000.00	177,392.27	26.1
TOTAL ROOM TAX REVENUES	627,690.46	627,690.46	2,400,000.00	1,772,309.54	26.2
<u>OTHER INCOME</u>					
80-36-4120 INTEREST INCOME - TRT	2,228.39	15,347.72	13,750.00	(1,597.72)	111.6
TOTAL OTHER INCOME	2,228.39	15,347.72	13,750.00	(1,597.72)	111.6
TOTAL FUND REVENUE	629,918.85	643,038.18	2,413,750.00	1,770,711.82	26.6

DRAFT

CITY OF ROCKAWAY BEACH
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 4 MONTHS ENDING OCTOBER 31, 2024

TRANSIENT ROOM TAX

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MATERIALS & SERVICES</u>					
80-45-6533	.00	17,097.57	210,000.00	192,902.43	8.1
80-45-6534	.00	18,729.65	170,000.00	151,270.35	11.0
80-45-6535	.00	.00	60,000.00	60,000.00	.0
80-45-6536	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	(7,103.16)	11,368.00	75,000.00	63,632.00	15.2
80-45-6538	.00	.00	333,535.00	333,535.00	.0
TOTAL MATERIALS & SERVICES	(7,103.16)	48,413.22	850,535.00	802,121.78	5.7
<u>TRANSFERS</u>					
80-49-8024	.00	83,600.00	334,400.00	250,800.00	25.0
80-49-8025	.00	24,600.00	98,400.00	73,800.00	25.0
80-49-8026	.00	30,250.00	121,000.00	90,750.00	25.0
80-49-8036	.00	164,600.00	658,400.00	493,800.00	25.0
80-49-8041	.00	92,100.00	368,400.00	276,300.00	25.0
80-49-8044	.00	1,250.00	5,000.00	3,750.00	25.0
80-49-8046	.00	83,600.00	334,400.00	250,800.00	25.0
TOTAL TRANSFERS	.00	480,000.00	1,920,000.00	1,440,000.00	25.0
TOTAL FUND EXPENDITURES	(7,103.16)	528,413.22	2,770,535.00	2,242,121.78	19.1
NET REVENUE OVER EXPENDITURES	637,022.01	114,624.96	(356,785.00)	(471,409.96)	32.1

Rockaway Beach Fire Rescue

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



November 5, 2024

Honorable Mayor, City Council and City Manager of Rockaway Beach

Fire Department Council Report:

The following is a summary of the activities and operations of the Rockaway Beach Fire Rescue Department for the month of October 2024.

The Department responded to or participated in 77 events during the month of October 2024, the breakdown is listed below.

911 calls for Service: 36	Trainings: 5	Non-Emergent: 36
32- Medical	Fire Operations	12- Beach Safety
1- Fire Alarm	Splinting	2- Public Assist
2- Structure Fire	Size-up	6- Lift Assist
1- Water Rescue	Firefighter 1	11- Burn Complaints
0- MVA		4- Radio call-ins
0- Outside Fire		1- Special Assignments
0-Powerlines		

Year to Date	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
911 Calls	367	344	349	359
Non-Emergent	228	240	277	310
Trainings	90	97	90	93
Total	685	671	716	762

Training update- The department focused October Thursday night training on Fire Operations, Fire size-up and Splinting. November training will focus on Firefighter skills, Placing the new Monitor in Service and Fire Operations. Firefighter 1 academy has been started and the EMT class will be starting in January.

During the month of October crews were on the beach 12 times providing information to citizens and visitors. Continue to work with State Parks to better coordinate our safety and enforcement actions on the Beach.

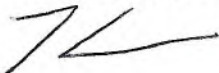
	September	YTD
Fire safety\Educational Moments-	2	70
Water Safety Messages\Out of Water-	0\0-person	80/233
Stickers to kids-	0	15
Educational signs reset-	0	7
Education Signs Replaced-	0	0
Fires extinguished-	3	90
Volunteer Hours	2	127

This month's preparedness meeting was a special presentation from the American Red Cross, "Are you Red Cross Ready". The Great Shakeout Event was successful and provided a lot of data. Captain Grace and I will be compiling the data and have a final report for the December Council meeting. The data will be used for future training purposes as well as identifying supply needs, to improve our communications and readiness status. Volunteers are still needed for our Emergency Management teams, please sign -up if you are interested. CERT class training opportunity will be held this spring if anyone is interested. DOGAMI will be here in December with a geologist for our preparedness meeting. The subject will be the effects of storm waves and coastal erosion, and the risks associated with large earthquakes and Tsunamis.

Trunk or Treat was a huge success even in the rain. Around 200 kids dressed up and enjoyed the candy, music, hot dogs, apple cider, pumpkins and even pictures with Pete the Pumpkin. The Anchor Street parking lot provided a wonderful venue. Thank you to everyone who participated. And save the date of December 14th as rumor has it Santa will be visiting Rockaway Beach.

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

Respectfully submitted,



Todd Hesse
Fire Chief
Rockaway Beach Fire Rescue



TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

Rockaway Beach Patrol

Month of October 2024

October was a steady month for calls resulting in multiple criminal cases. The rain has arrived, please take a few moments to ensure your vehicle equipment is in good working order. Inspect your vehicle tires, windshield wipers and emergency kit for all essential items.

Notable calls for service this month include a report of juveniles selling Schedule I controlled substances at Neahkahnie Middle School. This case is still open and will be referred to the Juvenile Department. These charges are classified as felonies in the State of Oregon.

A local business was broken into, and a large amount of money was taken. Video of the suspects was provided, and we are attempting to identify the suspects involved.

A vehicle that has been left in the right of way for a substantial amount of time was towed away.

Deputies have tried multiple times to locate a local woman with an arrest warrant.

Deputy Grogan attended an ALICE instructor course. ALICE is an acronym for Alert Lockdown Inform Counter and Evacuate. This is a program designed to teach people strategies to increase survivability during an active intruder situation. The instruction can be brought to almost any organization, from schools, to businesses, to churches. Having ALICE instructors as part of the Sheriff's Office allows us to provide real solutions to potentially dangerous situations in our communities.

Other call numbers are noted in the statistics report provided.

Undersheriff Matt Kelly

<u>Incident Address City</u>	<u>Incident Date And Time</u>	<u>Incident Type</u>	<u>Incident Unit ID</u>
Rockaway Beach	10/01/2024 02:53:49	Road Hazard	230
Rockaway Beach	10/01/2024 09:54:18	Harassment	228
Rockaway Beach	10/01/2024 14:23:22	Theft	228
Rockaway Beach	10/01/2024 15:34:19	Traffic Stop	228
Rockaway Beach	10/01/2024 19:35:29	Welfare check	225
Rockaway Beach	10/01/2024 19:56:32	Suspicious	225
Rockaway Beach	10/01/2024 20:21:38	Traffic Stop	225
Rockaway Beach	10/01/2024 22:43:59	Disturbance	230
Rockaway Beach	10/01/2024 22:43:59	Disturbance	225
Rockaway Beach	10/02/2024 01:59:43	BUSINESS CHECK	225
Rockaway Beach	10/02/2024 02:00:32	BUSINESS CHECK	225
Rockaway Beach	10/02/2024 09:30:09	Follow Up	210
Rockaway Beach	10/02/2024 11:27:43	Theft	215
Rockaway Beach	10/02/2024 11:30:18	Home Check	210
Rockaway Beach	10/02/2024 11:36:01	Follow Up	210
Rockaway Beach	10/02/2024 12:49:24	Crim Misch	210
Rockaway Beach	10/02/2024 14:44:24	Animal	215
Rockaway Beach	10/02/2024 15:03:55	Contact	215
Rockaway Beach	10/02/2024 16:01:53	80	215
Rockaway Beach	10/02/2024 20:48:01	Traffic Stop	225
Rockaway Beach	10/02/2024 22:45:58	BUSINESS CHECK	225
Rockaway Beach	10/02/2024 22:48:28	BUSINESS CHECK	225
Rockaway Beach	10/03/2024 09:12:56	Welfare check	211
Rockaway Beach	10/03/2024 15:28:25	Abuse/Neglect	223
Rockaway Beach	10/03/2024 18:58:55	Contact	216
Rockaway Beach	10/03/2024 19:40:27	Court Violation	215
Rockaway Beach	10/03/2024 23:35:27	Welfare check	215
Rockaway Beach	10/04/2024 13:24:11	Welfare check	211
Rockaway Beach	10/04/2024 14:12:15	Assist	211
Rockaway Beach	10/04/2024 15:47:37	Property	211
Rockaway Beach	10/04/2024 15:57:21	Suspicious	216
Rockaway Beach	10/04/2024 22:30:13	Noise	215
Rockaway Beach	10/05/2024 12:43:32	Civil	215
Rockaway Beach	10/05/2024 14:02:01	Contact	215
Rockaway Beach	10/05/2024 20:15:05	Unwanted	216
Rockaway Beach	10/06/2024 10:58:56	Civil Service	228
Rockaway Beach	10/06/2024 11:12:32	Follow Up	228
Rockaway Beach	10/06/2024 12:38:36	Welfare check	228
Rockaway Beach	10/06/2024 14:41:40	Vehicle	228
Rockaway Beach	10/07/2024 09:35:35	Narcotics	228
Rockaway Beach	10/07/2024 13:25:32	Traffic Stop	228
Rockaway Beach	10/08/2024 00:44:02	Harassment	225
Rockaway Beach	10/08/2024 01:55:52	Crim Misch	225

Rockaway Beach	10/08/2024 10:25:01	Shots Fired	228
Rockaway Beach	10/08/2024 11:36:06	Home Check	228
Rockaway Beach	10/08/2024 13:44:17	Welfare check	228
Rockaway Beach	10/08/2024 15:54:05	Follow Up	228
Rockaway Beach	10/08/2024 15:54:52	Assist	228
Rockaway Beach	10/09/2024 01:22:31	Alarm	217
Rockaway Beach	10/09/2024 09:40:21	Traffic Stop	228
Rockaway Beach	10/09/2024 10:49:52	Traffic Stop	228
Rockaway Beach	10/09/2024 11:02:25	Traffic Stop	228
Rockaway Beach	10/09/2024 12:59:07	Traffic Stop	228
Rockaway Beach	10/09/2024 21:19:16	Incom 911	217
Rockaway Beach	10/10/2024 12:37:12	Suspicious	215
Rockaway Beach	10/10/2024 13:09:50	Suspicious	215
Rockaway Beach	10/10/2024 14:26:37	Juvenile	215
Rockaway Beach	10/10/2024 15:14:14	Juvenile	215
Rockaway Beach	10/10/2024 15:56:39	Harassment	215
Rockaway Beach	10/11/2024 23:26:22	Noise	229
Rockaway Beach	10/12/2024 11:37:28	Animal	215
Rockaway Beach	10/12/2024 12:43:41	Warrant	211
Rockaway Beach	10/12/2024 12:43:41	Warrant	215
Rockaway Beach	10/12/2024 15:21:16	Road Hazard	215
Rockaway Beach	10/12/2024 16:00:55	Assist	215
Rockaway Beach	10/12/2024 17:48:37	Ordinance Violation	215
Rockaway Beach	10/12/2024 19:54:40	Civil	215
Rockaway Beach	10/12/2024 20:31:07	Disturbance	217
Rockaway Beach	10/12/2024 20:31:07	Disturbance	215
Rockaway Beach	10/12/2024 21:47:39	Suspicious	217
Rockaway Beach	10/13/2024 04:20:51	Assist	224
Rockaway Beach	10/13/2024 11:57:13	Home Check	228
Rockaway Beach	10/13/2024 12:13:53	Vehicle	228
Rockaway Beach	10/13/2024 12:13:53	7	228
Rockaway Beach	10/13/2024 12:49:23	Traffic Stop	228
Rockaway Beach	10/13/2024 13:05:18	Traffic Stop	228
Rockaway Beach	10/13/2024 15:39:25	Alarm	228
Rockaway Beach	10/13/2024 17:51:44	Trespass	229
Rockaway Beach	10/14/2024 09:03:54	Crim Misch	228
Rockaway Beach	10/14/2024 10:46:03	BUSINESS CHECK	228
Rockaway Beach	10/14/2024 11:16:25	Warrant	228
Rockaway Beach	10/14/2024 11:56:24	Traffic Stop	228
Rockaway Beach	10/14/2024 13:34:24	Follow Up	228
Rockaway Beach	10/14/2024 14:17:15	Follow Up	207
Rockaway Beach	10/14/2024 14:24:14	Traffic Stop	228
Rockaway Beach	10/14/2024 14:36:03	Traffic Stop	228
Rockaway Beach	10/14/2024 15:00:15	Traffic Stop	228

Rockaway Beach	10/14/2024 16:59:46	Vehicle	217
Rockaway Beach	10/15/2024 14:33:06	Civil Service	228
Rockaway Beach	10/15/2024 16:47:45	Alarm	225
Rockaway Beach	10/15/2024 17:09:27	Court Violation	225
Rockaway Beach	10/15/2024 23:11:20	BUSINESS CHECK	225
Rockaway Beach	10/16/2024 10:56:52	Civil Service	211
Rockaway Beach	10/16/2024 10:56:52	Civil Service	228
Rockaway Beach	10/16/2024 10:56:52	Civil Service	215
Rockaway Beach	10/16/2024 12:33:05	Follow Up	228
Rockaway Beach	10/16/2024 12:43:44	Noise	211
Rockaway Beach	10/16/2024 12:49:59	Traffic Stop	228
Rockaway Beach	10/16/2024 13:03:12	Traffic Stop	228
Rockaway Beach	10/16/2024 13:24:45	Traffic Stop	228
Rockaway Beach	10/16/2024 17:21:52	Warrant	206
Rockaway Beach	10/16/2024 17:21:52	Warrant	223
Rockaway Beach	10/17/2024 13:14:21	Animal	215
Rockaway Beach	10/17/2024 13:51:32	Unwanted	216
Rockaway Beach	10/17/2024 13:51:32	Unwanted	215
Rockaway Beach	10/17/2024 15:55:09	Welfare check	216
Rockaway Beach	10/17/2024 15:55:09	Welfare check	215
Rockaway Beach	10/17/2024 16:41:47	Fraud	215
Rockaway Beach	10/17/2024 16:49:12	Info	215
Rockaway Beach	10/17/2024 22:21:59	Unwanted	217
Rockaway Beach	10/18/2024 12:04:57	Welfare check	215
Rockaway Beach	10/19/2024 13:00:16	Contact	215
Rockaway Beach	10/19/2024 13:06:00	Traffic Stop	215
Rockaway Beach	10/19/2024 18:03:43	Tow	215
Rockaway Beach	10/19/2024 20:40:09	Home Check	215
Rockaway Beach	10/19/2024 21:13:58	Suspicious	217
Rockaway Beach	10/19/2024 21:13:58	Suspicious	215
Rockaway Beach	10/20/2024 11:41:30	Home Check	228
Rockaway Beach	10/20/2024 11:57:22	Unknown	228
Rockaway Beach	10/20/2024 13:34:00	Traffic Stop	228
Rockaway Beach	10/20/2024 14:21:12	Traffic Stop	228
Rockaway Beach	10/20/2024 15:16:33	Unwanted	228
Rockaway Beach	10/21/2024 10:52:18	Civil	228
Rockaway Beach	10/21/2024 14:31:14	Welfare check	214
Rockaway Beach	10/21/2024 14:31:14	Welfare check	228
Rockaway Beach	10/21/2024 15:19:47	Traffic Stop	228
Rockaway Beach	10/21/2024 15:55:54	Traffic Stop	228
Rockaway Beach	10/22/2024 00:37:03	BUSINESS CHECK	220
Rockaway Beach	10/22/2024 00:40:06	BUSINESS CHECK	220
Rockaway Beach	10/22/2024 04:56:28	Animal	214
Rockaway Beach	10/22/2024 07:41:04	Suspicious	228

Rockaway Beach	10/22/2024 07:56:47	Burglary	228
Rockaway Beach	10/22/2024 08:20:11	Animal	214
Rockaway Beach	10/22/2024 10:03:24	Home Check	228
Rockaway Beach	10/22/2024 11:02:36	Traffic Stop	228
Rockaway Beach	10/23/2024 14:37:05	Warrant	211
Rockaway Beach	10/23/2024 14:37:05	Warrant	215
Rockaway Beach	10/23/2024 20:17:12	Suspicious	215
Rockaway Beach	10/24/2024 00:04:28	Traffic Stop	220
Rockaway Beach	10/24/2024 11:00:02	Theft	211
Rockaway Beach	10/24/2024 12:19:28	Road Hazard	211
Rockaway Beach	10/24/2024 14:52:36	Incom 911	211
Rockaway Beach	10/24/2024 21:07:20	Assist	220
Rockaway Beach	10/25/2024 03:12:06	Alarm	211
Rockaway Beach	10/25/2024 08:14:26	Alarm	211
Rockaway Beach	10/25/2024 14:52:51	Vehicle	211
Rockaway Beach	10/25/2024 16:14:29	Contact	211
Rockaway Beach	10/25/2024 16:27:18	Hit & Run	211
Rockaway Beach	10/25/2024 16:46:21	Unwanted	220
Rockaway Beach	10/25/2024 21:59:47	Traffic Stop	220
Rockaway Beach	10/25/2024 21:59:47	Traffic Stop	229
Rockaway Beach	10/27/2024 09:52:17	Vehicle	228
Rockaway Beach	10/27/2024 14:04:45	Contact	228
Rockaway Beach	10/27/2024 14:12:50	Traffic Stop	228
Rockaway Beach	10/27/2024 14:49:43	Traffic Stop	228
Rockaway Beach	10/27/2024 15:18:26	Traffic Stop	228
Rockaway Beach	10/28/2024 13:09:53	Fraud	228
Rockaway Beach	10/28/2024 13:30:41	Traffic Stop	228
Rockaway Beach	10/28/2024 21:41:02	BUSINESS CHECK	225
Rockaway Beach	10/29/2024 09:57:30	Welfare check	228
Rockaway Beach	10/29/2024 12:57:09	Civil Service	228
Rockaway Beach	10/29/2024 15:26:44	CAMI	223
Rockaway Beach	10/29/2024 18:13:34	Suspicious	225
Rockaway Beach	10/29/2024 19:21:58	Traffic Stop	225
Rockaway Beach	10/29/2024 19:34:03	Traffic Stop	225
Rockaway Beach	10/30/2024 10:38:57	Animal	211
Rockaway Beach	10/30/2024 10:38:57	Animal	214
Rockaway Beach	10/30/2024 11:24:19	Warrant	228
Rockaway Beach	10/30/2024 11:29:18	Warrant	228
Rockaway Beach	10/30/2024 11:35:48	Warrant	228
Rockaway Beach	10/30/2024 11:42:01	Civil Service	228
Rockaway Beach	10/30/2024 13:17:02	Contact	215
Rockaway Beach	10/30/2024 13:44:45	Warrant	228
Rockaway Beach	10/30/2024 15:40:30	Traffic Stop	228
Rockaway Beach	10/30/2024 16:12:57	Traffic Stop	228

Rockaway Beach	10/30/2024 19:50:33	Animal	229
Rockaway Beach	10/31/2024 13:11:24	Follow Up	227
Rockaway Beach	10/31/2024 17:53:40	Suspicious	215
Rockaway Beach	10/31/2024 18:48:18	Contact	215



11/5/24

Dear Mayor, City Council Members, and City Manager

Water Treatment and Distribution

Annual flushing of the water distribution system has been completed. Flushing helps maintain water quality by removing sediment and stagnant water that can cause discoloration and taste issues. Annual flushing is a key part of preventive maintenance, this ensures fire hydrants are operational and identifies areas of potential failure.

Public Works installed Starlink at the water treatment plant around mid-October. given the plant's remote location, this new internet service offers modern download/upload speeds at lower cost than is currently available. Also, Starlinks satellite-based service ensures communication in emergency situations, independent of local conditions. This installation is one of the final steps to modernize the water systems telemetry system.

Recent Water leaks: 10/15 S. 2nd & Sheldon Lane blowoff, 10/19 25690 Morgan St. service line, 10/23 Victoria and 2nd St. old steel line, 10/23 NW 21st broken meter, 10/23 612 S. Dolphin St. broken meter, 10/26 155 S. Palisades contractor hit service line this was a Saturday.

Wastewater Treatment and Collection System

Staff repaired the exterior lighting at the wastewater treatment plant, With it dark when we show up and dark when we leave these new lights will ensure we can do our job safely or at least just see what we are messing up. During routine checks staff noticed a high run timer on S. 5th sewer pump #1. When inspecting, they found the pump had been clogged due to improper items being flushed. The clog was removed, and the pump is back to normal. I received a call that suggested stormwater from the Rock Creek Condominiums was allegedly being discharged into the sewer system. Following investigations by Public Works, no evidence of any improper or unauthorized use of the sewer infrastructure was detected.

Roads and Parks

Staff installed two bike racks last month, one at the City Hall and another at the Old Growth Cedar Trail. Installing these bike racks is a great way to promote biking and allows for a safe place to lock your bike. Also, as a reminder the Old Growth Cedar Trail parking lot is under 24hr video surveillance. After receiving information about the need for better pedestrian signage in the Nedonna Beach area I have ordered Yield to Pedestrians and Bikes signs. These are to be installed in Nedonna Beach White Dove area coming soon. Preparing for the rain staff ditched S. 6th Street and we hired a contractor to remove a blockage that was too big for public works to remove. Steve Baily @ 546 S. Anchor St. wrote Public Works a thank letter, we appreciated the support thanks Steve. Additionally, no overnight parking signs were installed at Phyllis Baker Park.

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



Projects

Public works vacuumed out catch basins across from Center Market and when doing so we became aware that the basins are failing. Staff installed a new traffic rated lid and repaired the catch basin.

Wayside project update. The Wayside project recently encountered a delay when the initial concrete installation didn't meet standards, requiring a complete redo. However, this setback created an opportunity for the city to collaborate and inspired us to add new designs that will bring this project to an exciting new level.

Wall enhancements: Marine life stencils. Our team used this time to make the project even better, resulting in the addition of 24 unique marine themed stencils on the walls. These designs featuring fish, starfish, seagulls, and an ocean wave celebrate Rockaway Beach's coastal charm. I am very proud to work with a team that will take on extra challenges to improve a project.

Thank you, are there any questions.

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

RESOLUTION NO. 2024-42

A RESOLUTION ADOPTING THE 2025-2029 STRATEGIC PLAN

WHEREAS, in spring of 2024, the City of Rockaway Beach initiated a citywide strategic planning process to develop a plan that will guide the work of the organization over the next five years; and

WHEREAS, engagement with the Rockaway Beach community and staff drove the development of the strategic plan to ensure the City's direction and goals were aligned with community priorities; and

WHEREAS, strategic planning is essential for a city's direction, alignment, resource allocation, measurement, and communication; and

WHEREAS, the 2025-2029 Strategic Plan includes the five-year, mission, vision, values, goals, and action plan to guide the delivery of City services; and

WHEREAS, the 2025-2029 Strategic Plan will inform our city's decisions, keep us accountable, and guide us to allocate resources effectively.

NOW, THEREFORE, BE IT RESOLVED THAT

Section 1. The City Council of the City of Rockaway Beach hereby adopts the 2025-2029 Strategic Plan, attached as Exhibit A.

Section 2. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 13th DAY OF NOVEMBER, 2024.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

This page intentionally left blank



City of
Rockaway Beach
2025-2029
Strategic Plan

November
2024



”

Great things are not done by impulse, but by a series of small things brought together.

Vincent van Gogh

“

TABLE OF CONTENTS

04	A Message from the City Manager
05	Acknowledgments
06	Introduction
07	Strategic Plan Overview
09	Mission, Vision, and Values
10	2025-2029 Goals
16	Strategic Plan Process

A MESSAGE FROM THE CITY MANAGER

I'm excited to share the City of Rockaway Beach's 2025-2029 Strategic Plan with you. This plan outlines our shared vision for the future, our goals, and the steps we'll take to achieve them.

Our strategic plan is the result of months of careful planning and community engagement. Throughout the process, we sought input from residents, visitors, businesses, and community leaders through extensive outreach efforts. Your feedback was invaluable in shaping the future of Rockaway Beach.

I'm confident that this strategic plan will guide our city toward a brighter future. It will help us prioritize our efforts, allocate resources effectively, and ensure that we're meeting the needs of the entire community.

Thank you for your participation in this important process. Together, we can build an even better place for all of us to live, work, and play.

Sincerely,

Luke Shepard
City Manager, City of Rockaway Beach

ACKNOWLEDGMENTS

Rockaway Beach Mayor and City Council

Charles McNeilly, Mayor
Penny Cheek, Council President
Mary McGinnis, Council Position 1
Tom Martine, Council Position 2
Kristine Hayes, Council Position 3
Alesia Franken, Council Position 4

Strategic Planning Project Team

Luke Shepard, City Manager
Melissa Thompson, City Recorder
Mary Johnson, City Planner
Todd Hesse, Fire Chief
Dan Emerson, Public Works Superintendent
Marni Johnston, Finance Director

SSW Consulting Team

Sara Wilson, Principal Strategist and Owner
Ashley Sonoff, Facilitation and Strategy Associate
Sasha Konell, Communications and Engagement Director
Kelsey O'Halloran, Communications and Engagement Strategist
Maleigha Martinez, Administrative Assistant

INTRODUCTION

Together, we're building a bright future for Rockaway Beach.

Rockaway Beach is a charming coastal town with a rich history and an active community. It also faces challenges, like many small beach towns, of balancing tourism with local needs, ensuring safety and infrastructure, and navigating a seasonal economy.

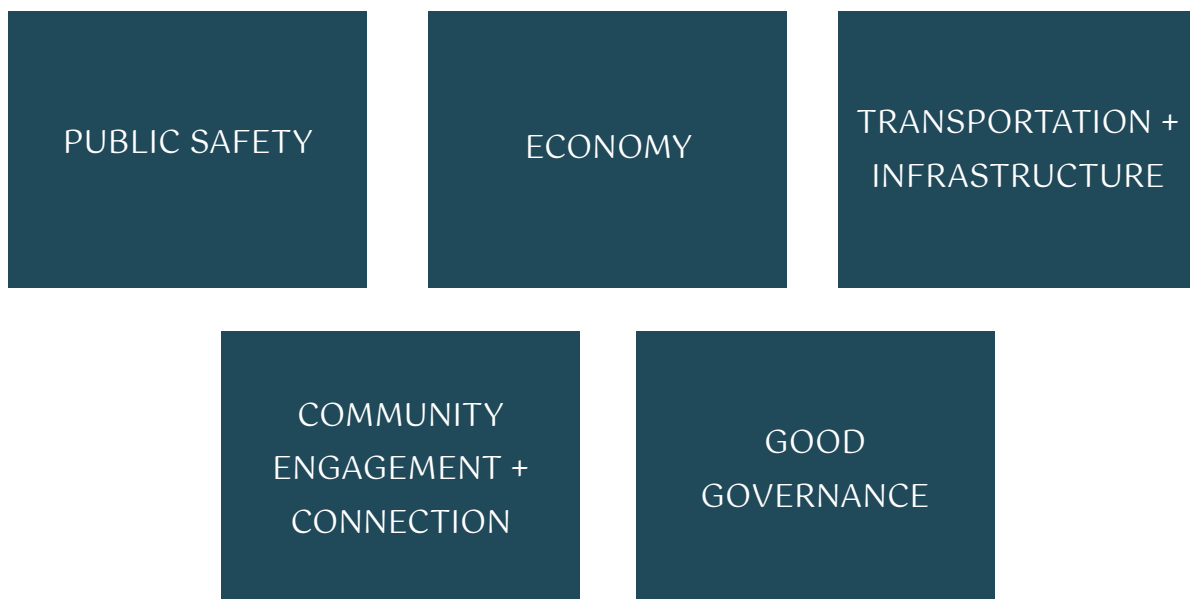
To address these challenges and build a bright future, our community worked together to develop a vision that would guide the city's efforts and create a cohesive, connected Rockaway Beach for all.

PROCESS OVERVIEW

In the spring of 2024, the City of Rockaway Beach set out to develop a five-year vision and strategic plan. We prioritized community and staff engagement, gathering extensive feedback through surveys, workshops, interviews, and other outreach efforts. This inclusive approach ensured that the plan reflects our community's needs and desires. Their input helped us develop our mission, vision, values, and goals, guiding the future of Rockaway Beach.

GOAL FOCUS AREAS

The Rockaway Beach community has identified the following areas of improvement to focus on over the next five years:



STRATEGIC PLAN OVERVIEW

WHAT IS A STRATEGIC PLAN?

A strategic plan is a roadmap, guiding our city's actions and decisions for the next five years. It outlines our mission, vision, and values, as well as our goals and the steps to achieve them.

Why is strategic planning important?

Strategic planning is essential for a city's direction, alignment, resource allocation, measurement, and communication. It gives us a clear path forward, ensures everyone is working towards shared goals, helps us allocate resources effectively, efficiently tracks progress, and keeps the community informed about the city's goals and achievements – guiding the delivery of city services and improving the quality of life for everyone.

Why is the City of Rockaway Beach developing a strategic plan now?

Rockaway Beach is a wonderful place to live, work, and play. Our community has experienced growth and change in recent years, and as we think about our future, we want to make sure we're providing the best quality service for our residents. Now is a great opportunity to pause, reflect, and think about our vision, goals, and how to strategically align the resources to best serve our community.

How will the City use the strategic plan?

Our strategic plan will inform our city's decisions, keep us accountable, and guide us to allocate resources effectively. We'll use it to prioritize projects, track our progress, and keep the community informed.

CITY CONTEXT

1,441

TOTAL POPULATION
UP 9.8% SINCE 2010

50

MEDIAN AGE
STATEWIDE: 40.7

1,980

TOTAL HOUSING UNITS
37% OCCUPIED

44.1%

EMPLOYMENT RATE
STATEWIDE: 59.9%

\$47,788

MEDIAN HOUSEHOLD INCOME
STATEWIDE: \$80,160

7.9%

POVERTY
STATEWIDE: 12.2%

DATA SOURCES: U.S. CENSUS BUREAU 2020 DECENNIAL CENSUS, 2022 AMERICAN COMMUNITY SURVEY 5-YEAR ESTIMATES

MISSION, VISION, AND VALUES

MISSION

Our organizational purpose — why we exist

Provide services that support a safe coastal community, fostering economic vitality, collaboration, and harmony among residents and visitors alike.

VISION

Our desired future state in the next five years

A vibrant coastal community with small-town charm, where residents and visitors can safely live, grow, explore, and connect year-round.

VALUES

What will guide us in carrying out our mission

COLLABORATION

We build strong relationships and partnerships with staff, Council, and community partners to achieve our shared goals.

SERVICE

We're dedicated to the safety and well-being of our residents and visitors.

STEWARDSHIP

We are stewards of our community, using resources wisely and embracing innovation while also proactively caring for our natural resources.

TRANSPARENCY

We're committed to honesty and accountability, ensuring that everyone has access to information and is treated fairly.

GOAL: PUBLIC SAFETY

Goal Outcomes

Action

Rockaway Beach is an accessible and welcoming community

- 1.1 Update the Transportation System Plan (TSP)
- 1.2 Complete the Salmonberry Trail enhanced crossings
- 1.3 Inventory and plan for improvements for beach access
- 1.4 Continue Americans with Disabilities Act (ADA) beach access and parking improvements and maintenance
- 1.5 Complete MOU with David's Chair

What is a Transportation System Plan?

A Transportation System Plan (TSP) is a long-term plan that describes a community's transportation system and the projects, programs, and policies needed to meet its transportation needs.

Purpose

A TSP helps communities implement a vision for their transportation system by assessing how people move through the area and identifying key goals for improvement.

Developing a TSP

TSPs are developed in coordination with city, county, regional, and state agency partners, transit providers, organizations that support walking and bicycling, and community members. TSPs should be updated periodically to reflect growth and change.

GOAL: PUBLIC SAFETY

Goal Outcomes

Action

People who live and visit here are safe

- 1.6 Fully staff Police/Sheriff to achieve full staffing for Rockaway Beach
- 1.7 Expand resources for code enforcement support and education
- 1.8 Explore options for improved law enforcement coverage
- 1.9 Increase awareness, education, and enforcement for fireworks

We are prepared for emergency response

- 1.10 Increase EMS training opportunities for Fire personnel
- 1.11 Develop formal emergency management program
- 1.12 Determine scope and find funding for High Ground project

GOAL: ECONOMY

Goal Outcomes

Action

Year-round economic vitality

- 2.1 Support events and activities to draw people in during shoulder season
- 2.2 Develop downtown beautification plan
- 2.3 Explore financial options to improve downtown
- 2.4 Enhance partnerships with Tillamook Coast Visitor's Association (TCVA) for tourism workforce training + education programs
- 2.5 Continue to monitor short-term rental (STR) properties

Attract new and retain existing businesses

- 2.6 Build awareness to educate on existing resources for small businesses
- 2.7 Promote small business grants
- 2.8 Actively recruit businesses for Rockaway Beach
- 2.9 Develop an economic development strategic plan
- 2.10 Proactively pursue high-speed internet options for the city

Increase diversity of housing options

- 2.11 Complete update of zoning code
- 2.12 Evaluate system development charge (SDC) fees for Accessory Dwelling Units (ADUs)
- 2.13 Explore partnerships with Tillamook County for affordable housing
- 2.14 Conduct an inventory of developable lands for affordable housing

GOAL: TRANSPORTATION AND INFRASTRUCTURE

Goal Outcomes

Action

Safe and reliable infrastructure

- 3.1 Complete water and sewer capital improvement plan (CIP)
- 3.2 Implement street capital improvement plan (CIP)
- 3.3 Community planning for Jetty Creek watershed
- 3.4 Mitigate flooding through implementation of flood feasibility plan

Fund expanded infrastructure

- 3.5 Pursue federal and state grant funding opportunities
- 3.6 Update system development charge (SDC) methodology
- 3.7 Complete water and sewer rate study
- 3.8 Identify funding for Jetty Creek watershed acquisition

Preserve natural environment

- 3.9 Complete zoning code update for Flood Hazard Overlay (FHO)
- 3.10 Support implementation of new recycling programs
- 3.11 Evaluate dark skies policy options

GOAL: COMMUNITY CONNECTION AND ENGAGEMENT

Goal Outcomes	Action
Expand recreation opportunities	<ul style="list-style-type: none">4.1 Explore partnerships and/or expansion of North County Recreation District4.2 Complete Lake Lytle improvements4.3 Support Salmonberry Trail completion4.4 Complete Parks and Trails Master Plan4.5 Conduct a feasibility study to explore opportunities to create community gathering spaces
Engaged community	<ul style="list-style-type: none">4.6 Improve use of technology for communications and transparency4.7 Develop communications and engagement plan

GOAL: GOOD GOVERNANCE

Goal Outcomes

Action

Effective and efficient government

- 5.1 Update City Charter
- 5.2 Update Comprehensive Plan
- 5.3 Align staffing with community needs

What is a Comprehensive Plan?

A comprehensive plan is a city's official land-use planning document that guides how to develop the City.

What it includes

A comprehensive plan includes maps, policies, and implementation measures that guide land use, transportation, infrastructure, and other investments within and urban growth boundary (UGB). The UGB is the area into which the city is expected grow.

How it's created

Comprehensive plans are coordinated with other regional plans and Oregon law. Comprehensive plans are periodically reviewed and revised to account for changes in local, regional, and state conditions.

How it's used

Comprehensive plans are the guiding documents for local government land use decisions. They help create predictable outcomes for the community. They are implemented through local comprehensive planning, zoning, and land-division ordinances.

STRATEGIC PLAN PROCESS

PROJECT GOALS

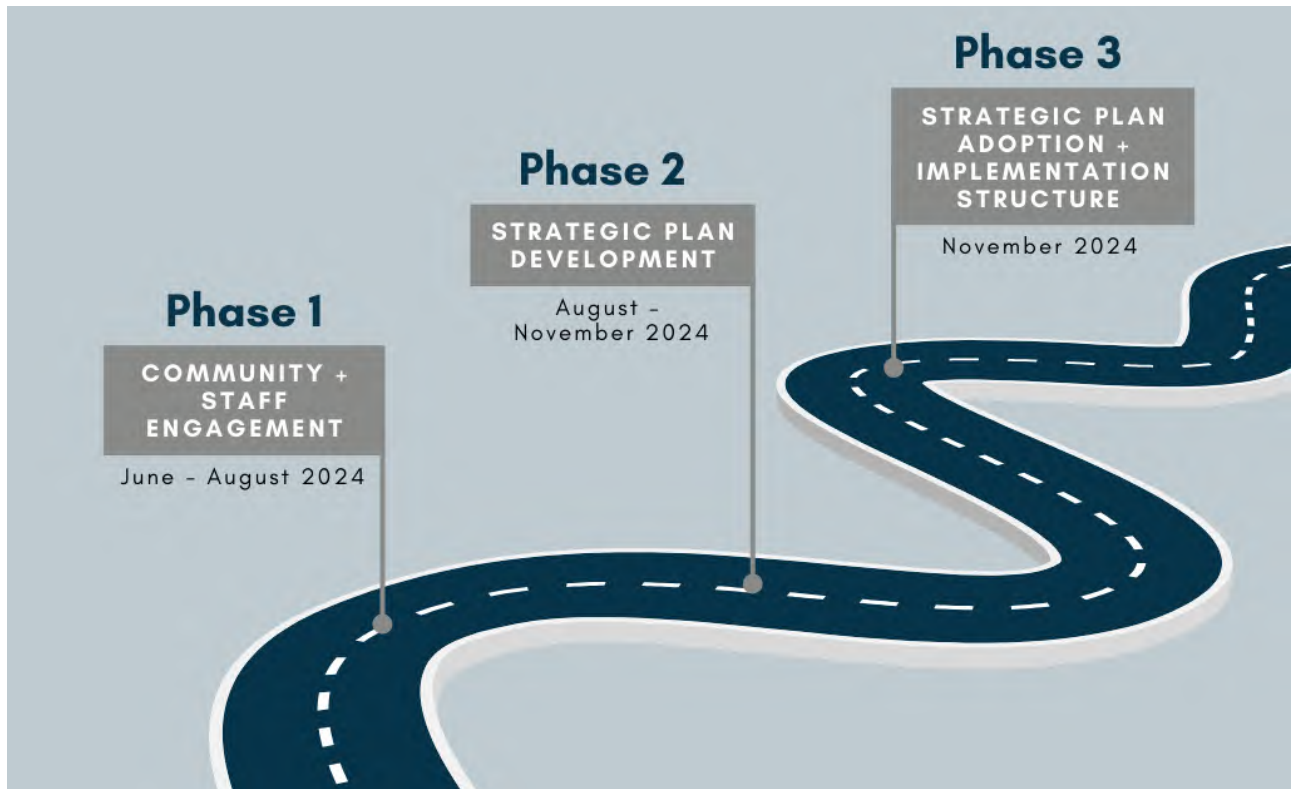
We set out to achieve the following goals through this process:

- Develop a five-year vision and strategic plan for the community
- Identify the values that will guide the organization in achieving the vision and supporting the mission
- Build a cohesive team amongst the organization and Council that is aligned around shared five-year goals
- Conduct inclusive community engagement to inform the development of the plan and build support for implementation
- Build a more connected community

PROJECT TIMELINE

Our strategic planning process was organized into three phases:

1. Community + Staff Engagement: June–August 2024
2. Strategic Plan Development: August–November 2024
3. Strategic Plan Adoption and Implementation Structure: November 2024



PHASE 1: COMMUNITY AND STAFF ENGAGEMENT

Community and organizational engagement are the foundation of the strategic planning process. The strategic plan engagement focused on facilitating inclusive opportunities to ensure the updated vision and values reflected the needs and priorities of the community and City leadership.

Council Workshop

In June 2024, the Rockaway Beach City Council gathered for a strategic planning workshop. During the workshop, participants engaged in various exercises to build a shared understanding of the current organization and community, identify elements of a five-year vision for Rockaway Beach, and discuss ways to engage the community in the planning process.

Communication and Engagement Strategy

To inform the development of the strategic plan, the project team conducted various forms of engagement, including:

- Online community-wide survey
- Paper survey distributed across the community
- Staff survey
- Outreach interviews with community leaders
- Presentations to community groups
- Social media
- Open house
- Economic development focus group

Communication + Engagement Goals

The following goals and values guided the team's engagement efforts:

- Identify the values that will guide the organization in achieving the vision and supporting the mission
- Conduct inclusive community engagement to inform the development of the plan and build support for implementation
- Be inclusive of the current projects underway

Outreach Highlights



*The community survey received 432 responses from community members, accounting for 30% of the total population, as well as 204 responses from visitors.

**The community leader interviews included representation from the Planning Commission, Nedonna Neighborhood Association, Neah-Kah-Nie School District, North County Recreation District, Vacasa vacation rentals, Chamber of Commerce, Rockaway Beach Business Association, and local camps and retreat centers.

PHASE 2: STRATEGIC PLAN DEVELOPMENT

Engagement Summary

In Phase 2, the project team analyzed community and staff feedback to identify common ideas and trends. We used that outreach data, and the vision ideas from the June strategic planning workshop, to create eight themes representing the organization and community's priorities:

1. Economy
2. Housing
3. Transportation and Mobility
4. Infrastructure
5. Community Safety
6. Recreation and Tourism
7. Community Connection and Engagement
8. Favorite Community Characteristics

These community engagement themes supported the development of the proposed mission, vision, values, and goals to guide Rockaway Beach over the next five years.

Drafting the Plan

The project team worked with City staff to develop goal focus areas based on the community engagement themes. We defined success for each goal and created supporting actions to achieve each outcome. We also used community input to draft the mission, vision, and values.

Regular Check-Ins with Council

Throughout the process, we kept the Council informed on our progress and engagement efforts, and sought their feedback on the mission, vision, values, and goals.

PHASE 3: ADOPTION AND IMPLEMENTATION STRUCTURE

NEXT STEPS FOR OUR STRATEGIC PLAN

Once the Rockaway Beach City Council adopts the strategic plan, they will prioritize actions for implementation based on available resources and capacity. City staff will assign leads for each action who will be responsible for:

- Overseeing implementation
- Developing a project charter (including team, stakeholders, timeline, key performance indicators)
- Identifying necessary resources
- Engaging and updating the Council, Boards/Commissions, organization, and the community
- Reporting progress, challenges, and opportunities
- Recommending updates as needed

The City will integrate these prioritized actions into the budget development process to identify and allocate any needed resources.

At the end of 2025, City staff will provide an annual progress report on the strategic plan. This report will document our progress, identify challenges and opportunities, and recommend updates to the actions as needed. It will also serve as a way to keep the Council and community informed and accountable.

Fostering a Culture of Strategic Management

The intention of a strategic plan is to foster a culture of strategic management and guide the organization in developing a more efficient, effective, and transparent system of providing public services. Regular engagement from the community, City Council, and the organization are essential to fostering a system that is responsive and accountable. It is recommended the strategic plan be updated annually to ensure the goals and actions remain relevant in meeting current community and organization needs. Additionally, annual updates maintain alignment among the strategic plan, budget, and department work plans.

The strategic plan should undergo a complete update every five years to conduct more comprehensive engagement, review the mission, vision, and values, and examine the broader community context. These major updates will ensure the five-year vision continues to serve as a North Star in guiding the community and organization. These community engagement efforts also help to foster strong relationships with the community and partner organizations to build support for implementing the goals.



Report prepared by:



SSW CONSULTING



City of Rockaway Beach
City Hall
276 US-101
Rockaway Beach, Oregon,
97136

RESOLUTION NO. 2024-43

A RESOLUTION AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER REVOLVING LOAN FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The City Council (“Governing Body”) of the City of Rockaway Beach (“Recipient”) finds:

A. Recipient is a community or nonprofit non-community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. Recipient has filed an application with OBDD to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and OBDD has approved Recipient’s application for financial assistance.

D. Recipient is required, as a prerequisite to the receipt of financial assistance from OBDD, to enter into a Financing Contract with OBDD, number S25001, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (“Project”).

E. Notice relating to Recipient’s consideration of the adoption of this Resolution was published in full accordance with Recipient’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from OBDD on the condition that the principal amount of the loan from OBDD to Recipient is not more than \$2,805,555 with \$1,463,276 eligible for principal forgiveness if contract conditions are met and the interest rate is not more than 2.69%. The proceeds of the loan from OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by Recipient are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:
 - (a) Revenue from Recipient’s water system, including special assessment revenue;

- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of Recipient;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or
- (e) Any other source.

3. Additional Documents. The Mayor is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Mayor of Recipient may enter into covenants on behalf of Recipient to protect the tax-exempt status of the interest paid by Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by OBDD or their bond counsel to protect the tax-exempt status of such interest.

5. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 13th DAY OF NOVEMBER, 2024.

CITY OF ROCKAWAY BEACH

Charles McNeilly, Mayor

ATTEST:

Melissa Thompson, City Recorder

SAFE DRINKING WATER REVOLVING LOAN FUND
FINANCING CONTRACT

Project Name: Nedonna Beach Water System Improvements

Project Number: S25001

This financing 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 ("Recipient") for financing of the project referred to above and described in Exhibit C ("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	Loan Security
Exhibit C	Project Description
Exhibit D	Project Budget
Exhibit E	Information Required by 2 CFR § 200.332(a)(1)
Exhibit F	Certification Regarding Lobbying
Exhibit G	Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$3,068,086.

"Forgivable Loan Amount" means \$1,463,276.

"Section 2A. Loan Amount" means \$1,342,279.

"Interest Rate" means 2.69% per annum.

"Maturity Date" means the 29th anniversary of the Repayment Commencement Date.

"Payment Date" means December 1.

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

"Project Completion Deadline" means 36 months after the date of this Contract.

"Repayment Commencement Date" means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- A. A non-revolving loan in an aggregate principal amount not to exceed the Section 2.A. Loan Amount.
- B. A non-revolving loan in an aggregate principal amount not to exceed the Forgivable Loan Amount.

“Loan” means, collectively and individually without distinction, as the context requires, the loans described in this section 2.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract shall not exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.
- D. Order of Disbursement. OBDD shall allocate any disbursement equally between the Section 2.A. Loan and the Forgivable Loan.

SECTION 4 - LOAN PAYMENT; PREPAYMENT; FORGIVENESS

- A. Promise to Pay. Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

Recipient authorizes OBDD to calculate accrued interest as necessary under this Contract, including for purposes of determining a loan amortization schedule or determining the amount of a loan prepayment or loan payoff. Absent manifest error, such calculations will be conclusive.

- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. Recipient shall prepay all or part of the outstanding balance of the Loan as required by this Contract.
 - (2) Optional Prepayment. Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday, or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.
- F. Forgiveness. Subject to satisfaction by Recipient of any special conditions in Exhibit C, if Recipient completes the Project by the Project Completion Deadline in accordance with the terms of this Contract, and provided that no Event of Default has occurred, OBDD shall, 90 days after the Project Completion Date, forgive repayment of the Forgivable Loan Amount and any interest accrued thereon and cancel the Forgivable Loan. The Forgivable Loan Amount and any interest forgiven remain subject to the requirements of OAR 123-049-0050, incorporated by this reference, and which survive payment of the Loan.

Notwithstanding the preceding paragraph, if, at the Project Completion Date, the average monthly residential water rates for the water supplied by the System are not at or above the affordability rate of \$49.78 per 7,500 gallons, then the amount due under the Section 2.A. Loan will, at OBDD's discretion and after notice to Recipient, accrue interest from the Project Completion Date at the rate of 2.69% per annum.

The above-described modification will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such modification, including but not limited to an amendment to the Contract.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. 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) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) 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) 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) Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
 - (5) 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.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE
--

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing 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 C.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
--

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
- (1) Recipient (a) is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon, and (b) owns a community water system, as defined in the Act and OAR 123-049-0010.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. 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 and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. 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 make all payments and perform all obligations required by this Contract and the other Financing Documents.
- E. No Events of Default.
- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
 - (2) 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 make all payments and perform all obligations required by this Contract and the other Financing Documents.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii)

cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- G. Governmental Consent. 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 and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

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 make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) Federal procurement requirements of 2 CFR part 200, subpart D.
 - (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.
 - (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency

providing Financing Proceeds under this Contract.

- (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

(3) Signage Requirements:

(a) Recipient will ensure that a sign is placed at construction sites supported under this award displaying the official "Investing in America" emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

(b) Recipient will ensure compliance with the guidelines and design specifications for using the official Investing in America emblem and corresponding logomark available at:

<https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>.

(c) Recipient will ensure that a sign is in place at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. Recipient is required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, Recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA are available on the Using the EPA Seal and Logo page.

(d) Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

(e) Public or Media Events: OBDD encourages Recipient to notify the Project Officer listed in this award document of public or media events publicizing the accomplishment of significant

events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by OBDD representatives with at least ten (10) working days' notice.

- (4) **SAFE DRINKING WATER IN OREGON:** Sections 3, 4, and 5 and Appendixes A & B of the Program Guidelines & Applicant's Handbook for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (March 2024) ("Safe Drinking Water Handbook"), available at <https://www.oregon.gov/biz/Publications/SDWhandbook.pdf>.
- (5) **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"). Section 5.5 of the Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (6) **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. Recipient shall submit to OBDD a Certification Regarding Lobbying, the form of which is attached as Exhibit F, and any applicable quarterly disclosure statement of covered lobbying activity. Recipient will cause any entity, firm or person receiving a contract or subcontract utilizing Loan proceeds in excess of \$100,000 to complete the same certification and any applicable disclosure statement and submit them to Recipient. Recipient shall retain such certifications and make them available for inspection and audit by OBDD, the federal government or their representatives. Recipient shall forward any disclosure statements to OBDD.
- (7) **Federal Audit Requirements.** The Loan is the Federal Assistance Listing (formerly CFDA) Number and Name: "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 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.

- (8) 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.”

- (9) Property Standards. Recipient shall comply with 2 CFR 200.313 which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- (10) Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II are obligations of Recipient, as applicable, and must be included, as applicable, by Recipient in its contracts related to the Project.
- (11) Iron and Steel Products. Pursuant to the 2016 Consolidated Appropriations Act (P.L. 114-113), none of the Financing Proceeds may be used for any part of the Project unless all of the iron and steel products used in the project are produced in the United States. “Iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (12) Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IJA”), Public Law No. 117-58) which includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- (13) Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and the State of Oregon), such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder

that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions.

- (14) Comply with the applicable EPA general terms and conditions available at:
https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf
- (15) Comply with all requirements that OBDD is subject to under EPA Grant Number 02J27501, including, but not limited to:
- (a) Title VI of the Civil Rights Act and other Federal statutes and regulations prohibiting discrimination in Federal financial assistance programs, as applicable.
 - (b) Reporting Subawards and Executive Compensation under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the EPA agreement entitled “Reporting Subawards and Executive Compensation.”
 - (c) Limitations on individual consultant fees as set forth in 2 CFR 1500.9 and the General Condition of EPA agreement entitled “Consultant Fee Cap.”
 - (d) EPA’s prohibition on paying management fees as set forth in General Condition of the EPA agreement entitled “Management Fees.”
- (16) 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) Provide OBDD with copies of all Oregon Health Authority – approved plans and specifications relating to the Project, and a timeline for the construction bidding / award process, at least ten (10) days before advertising for bids.
- (3) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.
- (4) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (5) Permit OBDD to inspect the Project at any time.
- (6) 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.
- (7) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient. Any such management contract or operating agreement will be structured as a “qualified management contract” as described in IRS Revenue Procedure 97-13, as amended or supplemented.

- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption, and receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any Lottery Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, 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.
- J. Inspections; Information. Recipient shall permit OBDD, and any party designated by OBDD, the Oregon Secretary of State's Office, the federal government and their duly authorized representatives: (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, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.

- K. 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 until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. 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.
- L. Economic Benefit Data. 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. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O. 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 (“Indemnatee”) 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

- P. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.
- Q. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.
 - (3) Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
 - (4) Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or

interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

- (5) Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Recipient fails to make any Loan payment when due.
- B. Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient, in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project or in regard to compliance with the requirements of section 103 and sections 141 through 150 of the Code.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;

- (2) Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) Recipient takes any action for the purpose of effecting any of the above.
- E. Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, 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 any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, pursuant to ORS 285A.213(6) and OAR 123-049-0040.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
 - (6) Exercising any remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; next, to pay interest due on the Loan; next, to pay principal due on the Loan, and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- 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 or any of the Financing Documents shall preclude any other or further exercise thereof or the exercise of any other such

right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than OBDD notice required in section 9 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 11 - 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 or any other Financing Document without the prior written consent of OBDD. 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 and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) 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 Recipient's email system that the notice has been received by Recipient's email system or 2) 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 310
Salem, OR 97301-1280

If to Recipient: Public Works Superintendent
City of Rockaway Beach
276 Highway 101
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 executed 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. Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- 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) and the other Financing Documents constitute 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.

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: _____
Melisa Drugge, Business Services
Director

By: _____
Charles McNeilly, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 19 August 2024
David Berryman, Assistant Attorney General

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 02 August 2024.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“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 Financing Proceeds 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.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Section 2.A. Loan and the Forgivable Loan.

“Forgivable Loan” means the forgivable Loan described in section 2.B.

“Section 2.A. Loan” means the Loan described in section 2.A. of this Contract.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, the interest on which is exempt from federal income taxation, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

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

“System” means Recipient’s drinking water system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B – LOAN SECURITY

- A. Full Faith and Credit Pledge. Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Pledge of Net Revenues of the System
- (1) All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient’s System after payment of operation and maintenance costs of the System (“Net Revenues”). Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents.
 - (2) Recipient shall not incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to OBDD Lien.
 - (3) Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with OBDD Lien. Nothing in this paragraph will adversely affect the priority of any of OBDD’s liens on such Net Revenues in relation to the lien(s) of any third party(ies).
 - (4) Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to 120% of the annual debt service due in the fiscal year on the Loan and any outstanding obligation payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien.
 - (5) Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION
--

Recipient will, with the assistance of an engineer licensed in Oregon, complete the design for water system improvements and will, with the assistance of a contractor licensed in Oregon, replace steel and asbestos concrete pipe along Beach Drive, Nedonna Avenue, and Geneva Avenue with C900 Polyvinyl Chloride or High-Density Polyethylene pipe.

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other Funds
Design/Engineering	\$112,510	\$262,531
Construction	\$2,334,586	\$0
Construction Contingency	\$233,459	\$0
Labor Standards	\$15,000	\$0
Environmental Review	\$5,000	\$0
Federal Requirements Assistance	\$15,000	\$0
Legal Fees	\$35,000	\$0
Permitting and Regulatory Fees	\$10,000	\$0
Administrative Costs	\$45,000	\$0
Total	\$2,805,555	\$262,531

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

Federal Award Identification:

- (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): 02J27501
- (iv) Federal Award Date: 24 May 2023
- (v) Sub-award Period of Performance Start and End Date: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract.
- (vi) Sub-award Budget Period Start and End Dates: beginning at Contract execution and ending on the last day of the month occurring 36 months after the date of this Contract.
- (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: \$2,805,555
- (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: \$2,805,555
- (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: \$2,805,555.
- (x) Federal award project description as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Section 1452 of the Safe Drinking Water Act (SDWA) authorizes the state to utilize funds to further the health protection objectives of SDWA. This agreement will provide funds, authorized by the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58), to capitalize the recipient's Drinking Water State Revolving Fund (DWSRF) to provide low interest financing for costs associated with the planning, design and construction of eligible drinking water improvement projects and activities to protect human health. As part of this agreement, the recipient ensures compliance with federal and state regulations, which are designed to protect public health. The bulk of the SRF will be used for loans and other authorized assistance to public water systems for eligible projects, including improving drinking water treatment, fixing leaky or old pipes (water distribution), improving source of water supply, replacing or constructing finished water storage tanks, and other infrastructure projects needed to protect public health. The recipient may also use some of the funding for specific "set-asides"; to provide technical assistance to small systems, program administration, state program management and other allowable uses. The benefits of this grant will be to capitalize the recipient's DWSRF. The Fund can then be used to increase technical, financial and managerial capacity of public water systems, and provide assurance of a cleaner and safer potable water supply by funding improvements to multiple water infrastructure projects. These public health benefits will be statewide. No subawards are included in this assistance agreement.
- (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: Jon Unger, Infrastructure Programs Manager, 503-507-7107

(xii) The Federal Assistance Listing (formerly CFDA) Number and Name: 66.468 Capitalization Grants for Safe Drinking Water State Revolving Fund,

Amount: \$2,805,555

(xiii) Is Award R&D? No

(xiv) Indirect cost rate for the Federal award: 10%

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

** The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current state fiscal year.

EXHIBIT F – CERTIFICATION REGARDING LOBBYING OR RESERVED

(Awards in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title Mayor, City of Rockaway Beach

Date _____

Exhibit G – Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)

For purposes of this Exhibit G only, “recipient” or “recipient State” or “State recipient” refers to OBDD, and “sub recipient” refers to Recipient of this Contract.

1. Applicability of the DB prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub recipient shall monitor <https://sam.gov/> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub

recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project carried out in whole or in part with assistance made available by the DWSRF, and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the Safe Drinking Water Act, Section 1452(a)(5), the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from DOL's website, <https://sam.gov/>.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when

the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit a completed conformance request form (SF-1444 or similar) which indicates the State award official's disagreement and supporting materials to WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the DB Act have been met. The Secretary of Labor may require the contractor to set aside assets in a separate account for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an

authorized representative of the DOL, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to DB prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the DB Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a

violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the EPA or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any

craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, DOL, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the DB Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the DOL, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing

wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractor's and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/agencies/whd/contact/local-offices>.

RESOLUTION NO. 2024-44

A RESOLUTION AUTHORIZING EXECUTION OF STATUTORY PARTNERSHIP AGREEMENT WITH SUSTAINABLE NORTHWEST

WHEREAS, the City of Rockaway Beach desires to ensure long-term water security through ownership and management of the Jetty Creek watershed, and through increasing water storage capacity; and

WHEREAS, the Environmental Protection Agency’s (EPA) Community Change Grant Program has been identified as a potential source of funding; and

WHEREAS, the City of Rockaway Beach believes that a partnership with an experienced and respected organization would act to leverage the strengths of both parties in pursuit of city’s desire for long-term water security; and

WHEREAS, this Statutory Partnership Agreement defines the terms and conditions of each party for the purpose of applying for and completing the EPA’s Community Change Grant.

NOW, THEREFORE, BE IT RESOLVED THAT

Section 1. The City of Rockaway Beach City Council hereby approves the Statutory Partnership Agreement with Sustainable Northwest, attached as Exhibit A.

Section 2. The City of Rockaway Beach supports and authorizes the submission of a Community Change Grant application to the Environmental Protection Agency as described in Exhibits A and B.

Section 3. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 13TH DAY OF NOVEMBER 2024.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

STATUTORY PARTNERSHIP AGREEMENT

This Partnership Agreement (the “Agreement”) is made and entered into, effective November 13, 2024 (the “Effective Date”). Sustainable Northwest (SNW) and the City of Rockaway Beach are the “Partners” in this Agreement, as follows:

The Partners of this Agreement agree to the following:

I. The Partners are executing this document to create a partnership in order to apply for a grant from the Environmental Protection Agency (EPA). This partnership will be known as Jetty Creek EPA Grant Partnership (the “Partnership”).

II. The Partnership

- 1) The Partners wish to become partners for the sole purpose of applying for and, if awarded, completing an EPA Community Change Grant (CCG). This Agreement is exclusively for purposes of complying with the EPA CCG requirements; this Agreement does not create a partnership for purposes of ORS Chapters 67 or 70.
- 2) The terms and conditions of the Partnership will be outlined in this Agreement.
- 3) The Partnership will be in effect on the Effective Date, or on the date this Agreement is fully executed by the Partners, whichever is later.
- 4) The Partnership will only be terminated as outlined in this Agreement.
- 5) The Partnership will be governed under the laws of the state of Oregon.
- 6) Each Partner shall be responsible for the work of their own employees or volunteers and for completing their agreed-to roles and responsibilities. This Agreement does grant authority to SNW to act as an agent on behalf of the City of Rockaway Beach.

III. Roles of the Partners

- 1) SNW shall be the Lead Applicant of a CCG. If the CCG is awarded, SNW will be responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to collaborating entities. SNW will:
 - a) Make a subaward to the City of Rockaway Beach in the amount consistent with the final EPA approved grant budget.
 - b) Make sure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA’s Subaward Policy and related guidance.
 - c) Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - d) Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - e) Be responsible for the following project-specific activities:
 - i) Support negotiation of the acquisition of 800-acres of identified forestland containing the Lower Jetty Creek Watershed.

- ii) Facilitate project planning and communication with the Current Landowner, Nuveen Natural Capital, to ensure that the process and timeline for a property sale does not slow the construction of the funded raw water reservoir.
 - iii) Securing legal support for land acquisition and negotiation efforts.
 - iv) Ensuring all due diligence requirements are met throughout the acquisition process, aligning with all federal and state standards as required by CCG funding.
 - v) Support ongoing forest management planning throughout the duration of this Grant.
 - f) Share decision making authority with the City of Rockaway Beach and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
 - g) Will garner approval from authorized representation of the City of Rockaway Beach when making all management or contracting decisions which are supported through funding awarded through the CCG application.
- 2) The City of Rockaway Beach, if the CCG is awarded, shall:
- a) Be responsible for the following project-specific activities:
 - i) The acquisition of the previously identified 800-acres of forest land within the Jetty Creek Watershed.
 - ii) The development of a forest stewardship plan, designed to support water quality and availability within the lower Jetty Creek Watershed.
 - iii) The permitting and contracting for construction of the raw water reservoir.
 - iv) The management of the construction of a 3-million-gallon raw water reservoir adjacent to the City's current water intake facility at the base of Jetty Creek.
 - v) The implementation of forest management practices to ensure the acquired forestland is able to most effectively deliver an increased quantity of high-quality water to the City's water intake facility, following property acquisition.
 - b) Share decision making authority with SNW and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.
- 3) The Partners will share programmatic costs consistent with the application budget submitted for the EPA CCG program and any EPA approved revisions.

IV. Dispute Resolution

- 1) The Partners are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. In the event that the Partners alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or other cooperative dispute resolution process.
- 2) The Partners recognize that EPA is not a party to this Agreement and any disputes between the Partners must be resolved under the law applicable to the Agreement.

V. Replacement of the City of Rockaway Beach as Statutory Partner

- 1) If the City of Rockaway Beach becomes unable to execute on commitments made as a Statutory Partner, SNW will work with the City of Rockaway Beach to identify and transition responsibilities to a partner with comparable expertise, experience, and placed based understanding of the Jetty Creek Watershed and City's water intake needs.
- 2) Any replacement requires prior approval by an authorized EPA official pursuant to 2 CFR 200.308(c)6.

VI. Grant application

- 1) SNW shall not submit a CCG application for this Partnership without the approval of an authorized representative with the City of Rockaway Beach.

VII. Miscellaneous Provisions

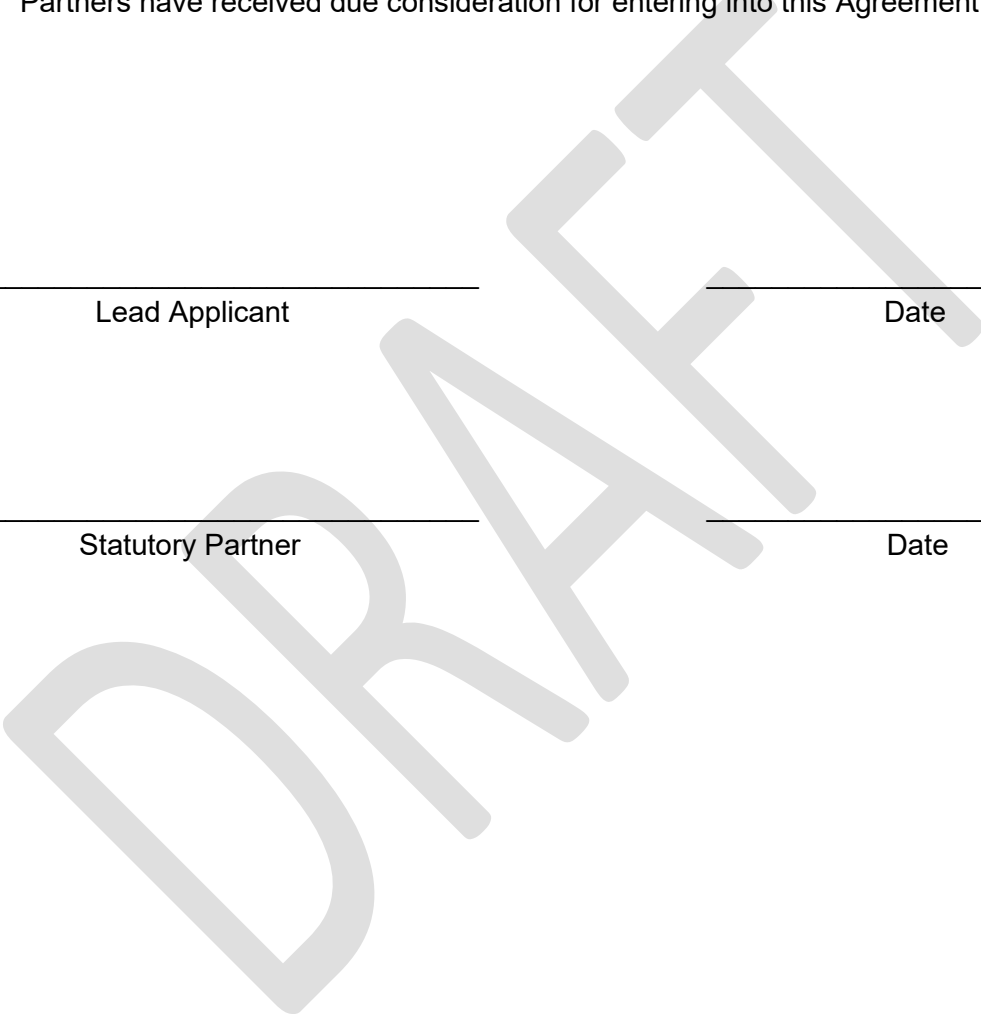
- 1) Failure of either Partner to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the Partner of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 2) SNW and the City of Rockaway Beach agree to maintain appropriate records, documents, and reports relative to the CCG project and to share them within the Partnership as necessary for the success of the project. All accounts related to the Partnership including contribution and distribution accounts will be audited upon agreement of both Partners. Each Partner will maintain an individual contribution account. Each Partner will maintain an individual distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. SNW will be responsible for its own tax returns.
- 3) If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 4) All matters in dispute between the Partners arising from or relating to the Agreement, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This paragraph does not constitute a waiver by the City of Rockaway Beach of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court. All disputes and litigation arising out of this Agreement will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Tillamook County, Oregon.
- 5) This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on the Partners, notwithstanding that all Partners are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.

VIII. End of the Partnership

- 1) Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - a) When the City of Rockaway Beach is replaced under the procedure listed in Section V of this agreement.
 - b) When the CCG is completed as determined by EPA.
 - c) When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
 - d) When the Partnership is informed that their CCG application is rejected.
- 2) The Partners agree to be bound by the terms of this Agreement and agree that the Partners have received due consideration for entering into this Agreement.

Lead Applicant _____
Date

Statutory Partner _____
Date





TO: Rockaway Beach City Council

FROM: Daniel Wear, Sustainable Northwest

SUBJECT: EPA Community Change Grant – Rockaway Beach Water Supply Resilience

DATE: November 6, 2024

Overview

The City of Rockaway Beach (CORB)'s current primary water supply comes from Jetty Creek, a stream which originates within a 1,300-acre forested watershed located 2 miles north of CORB. 595-acres within the lower (west) reaches of the watershed are currently within ownership of Nuveen Natural Capital, who have expressed a willingness to sell the identified acreage as a part of a larger, 800-acre fee title acquisition.

Based on feedback received from CORB City Council, Staff, and Community Members, owning as much of the forested Jetty Creek Watershed as feasible is a priority to ensure long-term water security and better manage impacts to water quality coming into the Rockaway Beach Water District's intake facility. Additional concern has been raised around water storage capacity and water availability during the summer months, as Rockaway Beach has been forced to issue water curtailment notices during the summer months in recent years and continues to supplement water from Jetty Creek with water from the Nedonna Beach Wells, which requires increased treatment to ensure its quality.

Environmental Protection Agency – Community Change Grant

The Environmental Protection Agency (EPA) maintains a grant program titled the Community Change Grant Program (CCG). This program can support projects which maintain a community focus on reducing the impacts of pollution, while increasing the resilience to a changing climate into the future. This project prioritizes supporting historically underserved and rural communities

This program is accepting requests for funding of between \$10 - \$20 million to ensure resilience in the face of a changing climate. These programs are required to be collaborative in nature, and effectively support the needs that have been identified by the local communities. Effective applications leverage the leadership and partnership between community-based organizations and other community-based organizations (CBO), local municipalities, tribes, or other non-governmental organizations (NGO).

Following feedback received from CORB Staff and Leadership, SNW believes that a partnership between SNW and CORB to pursue an application from the CCG program to protect the Rockaway Beach Community's drinking water supply would be effective. This partnership would leverage the years-long effort SNW has participated in regarding the management of the Jetty Creek Watershed and the expressed needs that residents and Rockaway Beach Community members have regarding water quality and availability into the future.



Project Summary

SNW is working to develop an application, titled "Rockaway Beach Water Supply Resilience" which requests funding for:

1. Projected land acquisition expenses for the previously identified 800-acres of forestland containing the Lower Jetty Creek Watershed.
2. Projected expenses for the design and construction of a 3-million-gallon reservoir adjacent to the City's current water intake facility at the base of Jetty Creek.
3. Projected forest stewardship expenses of younger forest stands within the lower Jetty Creek Watershed, to effectively establish a forest able to increase water availability and storage.
4. Projected project management, acquisition, and due diligence expenses to support the ongoing acquisition and management effort for three years.
5. Projected partner engagement expenses, to support staff time with CORB, to ensure community and city engagement throughout this process.

Benefit of Land Acquisition to the CORB:

Funding for the land acquisition is directly in line with the identified goals of CORB City Council regarding increasing land ownership within the Jetty Creek Watershed. By requesting funding to support the acquisition of the 800-acre Lower Jetty Creek Watershed, this application will be in line with the goals identified through the City's Letter of Intent with Nuveen Natural Capital. If acquired, CORB will be able to implement forest management practices in line with the priorities identified in the Drinking Water Protection Plan (slated for completion in 2025) and the upcoming Forest Stewardship Plan (to be pursued in 2025).

Benefit of Raw Water Reservoir Construction to CORB.

Funding for the construction of a raw water reservoir is a vital piece of this project. CORB experiences periods of water scarcity on an annual basis during the late summer months. Through the construction of a Raw Water Reservoir, contracted out to a to be identified Water Resources Engineering Firm, CORB will be better prepared for water shortages in the summer months. The proposed reservoir would store 3 million additional gallons of untreated water. This will allow the Water District to store water prior to treatment, ensuring CORB has an additional four days of available water to supplement during periods of peak demand and low supply.

Benefit of forest management and project management support to CORB.

Funding ongoing project management and initial forest management support will ensure that SNW has capacity to support CORB through the full three-year duration of this funding. Additional funding will be requested to support the forest management and forest health treatment required to ensure the condition of the lower Jetty Creek Watershed is best able to deliver clean water to the Water Districts intake.



Benefit of due diligence expenses to CORB.

Funding for due diligence expenses would be supported by this grant proposal. These expenses include yellow-book appraisal costs, costs of legal fees, and additional costs of environmental site assessments and conservation planning.

This application will be led by Sustainable Northwest, as the proposal's CBO, with the CORB operating and the project's statutory partner. For all forest management and water quality decisions, SNW will defer to CORB in the decision-making process, ensuring that all project activities are in line with the Rockaway Beach Community's goals and priorities.

If awarded, SNW will manage funding from the EPA CCG program to support:

- All acquisition expenses and funding transfers.
- The management of funding and contracting expenses the identified reservoir construction contractor.
- The forest management planning and stewardship contracting expenses.
- The due diligence expenses and requirements to effectively acquire property and construct a raw water reservoir.

If awarded, SNW will provide subaward funding to CORB to support

- The execution on acquisition.
- The oversight and management of all construction.
- The execution of necessary due diligence planning.
- The implementation of forest management or forest stewardship planning.

If this EPA Community Change Grant Funding is awarded, CORB will no longer need to pursue acquisition funding for the Lower Jetty Creek Watershed, and will remove its application's from the USFS Forest Legacy Program as well as the OWEB Source Water Protection Grant Funding.

Next Steps

Sustainable Northwest will submit this request for funding to the EPA Community Change Grant Program following expressed approval for CORB to participate as the project's Statutory Partner.

As a Statutory Partner, CORB will operate in partnership with SNW to ensure that all commitments made in the grant application are pursued to the best of both organization's ability. By joining as a Statutory Partner, CORB will not be required to manage the financial reporting or grant compliance requirements from this funding, nor will CORB be required to provide significant prior pollution mitigation expertise.



As a Statutory Partner, CORB will be leaned upon to ensure all efforts proposed in this application align with the goals of the community, and that all long-term management and project outcomes are effective and permanent.

See the proposed Statutory Partnership Agreement - available for approval by CORB City Council during the November 13, 2024 CORB City Council Meeting.

Daniel Wear, Program Manager, Sustainable Northwest
CC: Luke Shepard, City Manager, Rockaway Beach
Charles McNeilly, Mayor, Rockaway Beach
Greg Houle, Private Forestlands Program Director, Sustainable Northwest

RESOLUTION NO. 2024-45

**A RESOLUTION AUTHORIZING APPLICATION FOR OREGON WATERSHED
ENHANCEMENT BOARD GRANT TO SUPPORT THE LOWER JETTY CREEK
ACQUISITION**

WHEREAS, the City Council and staff have identified the acquisition of the Lower Jetty Creek watershed as a high priority need in the City of Rockaway Beach; and

WHEREAS, the Oregon Watershed Enhancement Board (OWEB) is accepting applications for its Source Water Protection Grant Fund; and

WHEREAS, the City of Rockaway Beach desires to participate in this grant program to the greatest extent possible as a means of supplemental funding of the City's efforts to acquire the lower Jetty Creek Watershed.

NOW, THEREFORE, BE IT RESOLVED THAT

Section 1. The City of Rockaway Beach demonstrates its support and authorizes staff to submit a grant application to the Oregon Watershed Enhancement Board's Source Water Protection Grant Fund for acquisition of the lower Jetty Creek Watershed, as described in Exhibit A.

Section 2. This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 13th DAY OF
NOVEMBER 2024.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

This page intentionally left blank



TO: Rockaway Beach City Council

FROM: Daniel Wear, Sustainable Northwest

SUBJECT: Oregon Watershed Enhancement Board – Application for Funding Land Acquisition around Jetty Creek Watershed

DATE: November 6, 2024

Overview

The City of Rockaway Beach (CORB)'s current primary water supply comes from Jetty Creek, a stream which originates within a 1,300-acre forested watershed located 2 miles north of CORB. 595-acres within the lower (west) reaches of the watershed are currently within ownership of Nuveen Natural Capital, who have expressed a willingness to sell the identified acreage as a part of a larger, 800-acre fee title acquisition.

Based on feedback received from CORB City Council, Staff, and community members, owning as much of the forested Jetty Creek Watershed as feasible is a top priority. Watershed ownership will ensure long-term water security and manage impacts to water quality coming into the Rockaway Beach Water District's intake facility. This has led to the pursuit of multiple funding opportunities, to support the acquisition of the identified 800-acre parcel of forestland from Nuveen Natural Capital. On behalf of CORB, Sustainable Northwest (SNW) has submitted a request for funding from the US Forest Service (USFS)'s Forest Legacy Program, as well as a request for funding from the National Oceanic and Atmospheric Administration (NOAA)'s Coastal Zone Management Program. Of these two opportunities, CORB's application to USFS Forest Legacy program has been submitted for formal consideration on the federal level. Feedback regarding this application is expected in early 2025.

If awarded, the USFS Forest Legacy program will support up to 75% of the total cost of acquisition for the identified Lower Jetty Creek Watershed. Additional funding will be necessary to minimize the acquisition cost incurred by CORB.

Oregon Watershed Enhancement Board – Drinking Water Source Protection Grant Fund

The Oregon Watershed Enhancement Board (OWEB)'s Drinking Water Source Protection Grant Fund is one program available to support the acquisition of priority forestland within source drinking watersheds across. This program is currently accepting applications from public municipalities and water providers (meaning that CORB qualifies as a lead application) for up to \$3 million dollars. Currently enacted across the State as a one-time funding opportunity, this program can support CORB's current acquisition effort. This funding will support the direct acquisition expense, as well as provide funding to support the work of contractors, such as Sustainable Northwest, or other partners, to ensure the project's successful acquisition. Based on the expressed goals of CORB, the Lower Jetty Creek Watershed proposal will be a highly competitive application to the Source Water Protection Grant, if submitted.



This program currently has a total of \$5 million available to support projects across Oregon, this funding opportunity will be highly competitive. The application window for this program closes at 5:00 PM on December 13, 2024, and selected projects will be announced in Spring of 2025, with funding becoming available shortly following the awardee announcement. If awarded, the acquisition effort will be required to be completed within 18-months following the award, which will likely be in Fall or Winter of 2026 (official funding becomes available following the availability of Oregon Lottery Bond funds).

Recommendation

SNW recommends that the CORB submits a request for funding of an estimated \$1.4 million to the OWEB Source Water Protection Grant Fund prior to December 12, 2024. If awarded, this funding will match the funding request currently made to the USFS Forest Legacy Program \$3.75 million and will support the currently estimated acquisition cost for the lower Jetty Creek Watershed. Much of the due diligence requirements required by the OWEB fund align with the requirements of the USFS Forest Legacy application, reducing the burden to CORB and CORB Contractors to the submission of this application.

If awarded both the USFS Forest Legacy and OWEB funding, the projects will be funded on similar timelines. This will give CORB time to execute the various due diligence requirements, such as appraisals, price negotiations, title transfer, and the development of a forest stewardship plan.

If approved by CORB City Council, SNW will submit an application, on behalf of CORB by the to OWEB by the December 12, 2024 Deadline.

Alternative

Additional funding opportunities are currently available to support acquisition, land management, and pollution reduction efforts. One opportunity SNW is pursuing on behalf of CORB is the Environmental Protection Agency (EPA)'s Community Change Grant. This grant would support the acquisition of the broader Lower Jetty Creek Watershed, provide funding for the construction of a raw water intake reservoir (located adjacent to the Water Districts water intake and treatment facility), and support initial forest management expenses. This funding proposal is highly competitive and is intended to support a broader scope of pollution reduction and climate resilience projects led by communities nationally. Given the lack of guaranteed funding from either application, SNW and CORB can apply to the EPA Community Change Grant in parallel to the OWEB Source Water Protection Application.



Daniel Wear, Program Manager, Sustainable Northwest

CC:

Luke Shepard, City Manager, Rockaway Beach

Charles McNeilly, Mayor, Rockaway Beach

RESOLUTION NO. 2024-46

**A RESOLUTION RECOMMENDING GRANTING OF LIQUOR LICENSE APPROVAL
FOR GREEN COAST MARKET**

WHEREAS, Oregon law requires that applicants for a liquor license obtain a recommendation to grant the license from the local governing body prior to issuance of the Liquor License by the Oregon Liquor Control Commission (OLCC); and

WHEREAS, Green Coast Market has submitted an application requesting a recommendation for a liquor license application for off premises sales; and

WHEREAS, staff has reviewed the application and deemed it complete; and

WHEREAS, the Council has considered and reviewed the application before them.

NOW, THEREFORE, BE IT RESOLVED that the City of Rockaway Beach City Council hereby approves recommending to OLCC that the application from Green Coast Market, attached as Exhibit A, for an off-premises liquor license be granted, and authorizes the City Manager to sign the recommendation.

**APPROVED AND ADOPTED BY THE CITY COUNCIL, AND EFFECTIVE THE 13TH
DAY OF NOVEMBER 2024.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder



OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

OCT22 '24 10:56AM

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): **Julie & Jason Maxfield**

Proposed Trade Name: **green coast market**

Premises Address: **117 S. Miller Street** Unit: _____

City: **Rockaway Beach** County: **Tillamook** Zip: **97136**

Application Type: New License Application Change of Ownership Change of Location

License Type: **off premise sales** Additional Location for an Existing License

Application Contact Information

Contact Name: **Julie Maxfield** Phone: **503 734.8244**

Mailing Address: **PO BOX 1112**

City: **Rockaway Beach** State: **OR** Zip: **97136**

Email Address: **green coast market @ gmail.com**

Business Details

Please check all that apply to your proposed business operations at this location:

- Manufacturing/Production
 - Retail Off-Premises Sales
 - Retail On-Premises Sales & Consumption
- If there will be On-Premises Consumption at this location:
- Indoor Consumption Outdoor Consumption
 - Proposing to Allow Minors

Section 1 continued on next page



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): *Julie & Jason Maxfield*

Proposed Trade Name: *Green Coast Market*

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed *by the local government* for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: _____ Optional Date Received Stamp _____

Date Application Received: _____

Received by: _____

Section 3 – Recommendation - To be completed by Local Government:

Recommend this license be granted

Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))

No Recommendation/Neutral

Name of Reviewing Official: _____

Title: _____

Date: _____

Signature: _____

After providing your recommendation and signature, please return this form to the applicant.