



City of Rockaway Beach

City Council Workshop Agenda

Date: Wednesday, January 15, 2025
Time: 4:30 P.M. – 5:40 P.M.
Location: Rockaway Beach City Hall, 276 HWY 101 – 2nd Floor Conference Room

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

Join here to attend remotely:

<https://us06web.zoom.us/j/81381848917?pwd=XTlja6X8UGG73CLHmbZmHNbbm4kxAm.1>

Meeting ID: 813 8184 8917

Passcode: 212829

Dial by your location

253 215 8782 US (Tacoma)

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

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

- 1. CALL TO ORDER (4:30 p.m.)**
- 2. ROLL CALL**
- 3. COUNCIL BRIEFING/DISCUSSION**
 - a. Strategic Plan Actions Prioritization – Sara Wilson, SSW Consulting (4:31 p.m.)**
 - b. Review of Proposed Ordinance 2025-01 Amending Code Subsection 34.15(A), Clarifying the Use of Transient Lodging Tax Revenue (5:05 p.m.)**
 - c. Review of Resolution 2025-02 Site Host Agreement for EV Charging Stations (5:15 p.m.)**
 - d. Review of Planning Commission Applications (5:25 p.m.)**
 - e. Update on Resolution 2025-XX Amending 2024-2025 FY Budget (5:30 p.m.)**
 - f. Other Regular Session Agenda Items Review (5:32 p.m.)**
Election of Council President, Planning Commission Liaison, and Audit Plan of Action
- 4. ADJOURNMENT (5:40 p.m.)**

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



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

“

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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

- 4.1 Explore partnerships and/or expansion of North County Recreation District
- 4.2 Complete Lake Lytle improvements
- 4.3 Support Salmonberry Trail completion
- 4.4 Complete Parks and Trails Master Plan
- 4.5 Conduct a feasibility study to explore opportunities to create community gathering spaces

Engaged community

- 4.6 Improve use of technology for communications and transparency
- 4.7 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

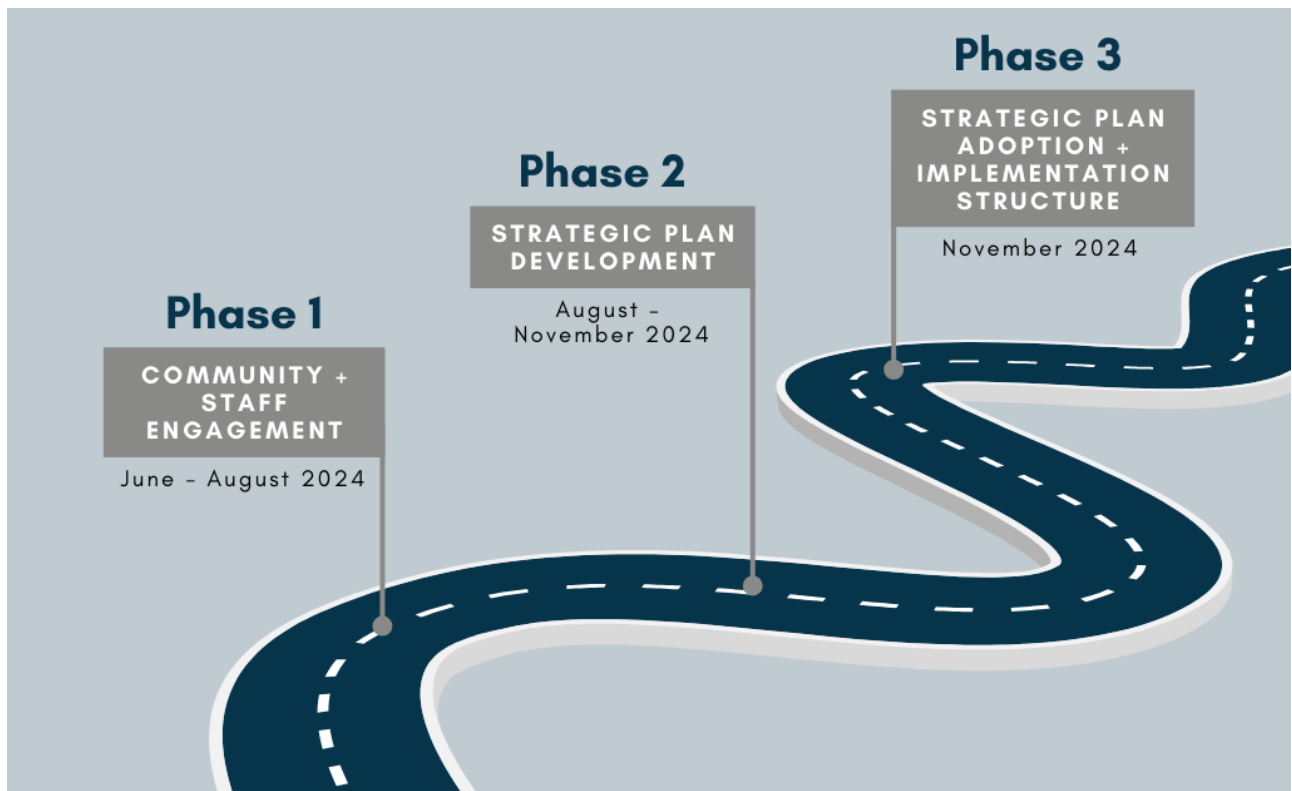
We set out to achieve the following goals through this process:

- 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



*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



STAFF REPORT

Date: January 8, 2025
To: City Council
From: Marni Johnston, Finance Director
Subject: Consideration of Draft Ordinance Amending Code Subsection 34.15(A) TLT Funds

BACKGROUND

Upon review of the city's Transient Lodging Tax (TLT) Ordinance regulations - Subsection 34.15 (A), staff recognized that there is an opportunity to clarify dated language and cause consistency with ORS 320.195(7). The suggested code amendment would affect 20% of the City's annual TLT revenue.

SUMMARY

The ordinance's existing language, *media advertising to promote tourism, economic development and a positive business environment in Rockaway Beach*, was adopted nearly 40 years ago. At that time media advertising was the primary available option for tourism promotion. The existing terminology is antiquated and is also more restrictive than using the State's terminology *Tourism Promotion*.

The State's definition of Tourism Promotion (ORS 320.195(7)), includes the following activities:

- (a) Advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists;
- (b) Conducting strategic planning and research necessary to stimulate future tourism development;
- (c) Operating tourism promotion agencies; and
- (d) Marketing special events and festivals designed to attract tourists.

The State does allow the city to make this type of change as long as we do not reduce the amount dedicated to advertising. This proposed amendment would not decrease the percentage of total local transient lodging tax revenues that are actually expended to fund tourism promotion. 100% of the 2% media advertising portion of TLT will be spent on tourism promotion.

I've communicated informally on this topic with the Oregon Restaurant and Lodging Association (ORLA). I've also contacted Tillamook Coast Visitors Association Executive Director Nan Devlin, MTA prior to making this recommendation. Devlin, who has a master's degree in tourism administration from George Washington University, expressed her approval saying that the proposed amendment could support a variety of promotion programs, including marketing, print, digital, social, video, billboards, promotional items, events, sponsorships, newsletters, sponsored content, website, photography, advertising, signage, etc. Whereas she compared the current restriction of media advertising to "being forced to use a rotary phone in the cell phone age." Devlin highly recommends the change in the amendment.

LEGAL REVIEW

This proposed ordinance was drafted by the staff and modified by the City's general legal counsel. The City Attorney confirmed that 100% of this tax portion would need to be for tourism promotion and would not qualify for a 70/30 split (as per ORS 320.350).

RECOMMENDATION

Staff recommends Council adopt the proposed Ordinance amending municipal code subsection 34.15 (A) TLT funds.

COUNCIL OPTIONS

The Council may:

- Approve staff's recommendations and adopt the proposed ordinance.
- Take no action or provide other direction, as desired.

ATTACHMENTS

- Proposed Amendments to Code Subsection 34.15(A) TLT Funds – Redline

§ 34.15 ADMINISTRATION.

(A) Use of TLT funds. The revenue collected from the first 5% of the tax pursuant to this subchapter shall be allocated by the City Council to any 1 or more of the following during any 1 fiscal year, as follows: fire and rescue equipment, police services and equipment, promotion and tourism, street and parking improvements, parks and recreation services and equipment, land acquisition and capital improvements, and/or city beautification and urban renewal; provided, however, that no more than 40% of the total funds shall be allocated to any 1 category during 1 fiscal year. The revenue collected from the next 2% of the tax pursuant to this subchapter shall be allocated in its entirety to ~~tourism promotion media advertising to promote tourism, economic development and a positive business environment in Rockaway Beach~~. The revenue collected from the 3% balance of the tax pursuant to this subchapter shall be allocated, following reductions attributed to collection reimbursement charges, consistent with O.R.S. 320.350.

(B) Records required from local tax trustee. Every local tax trustee shall keep records of each transaction involving rent and/or collection of TLT. All records shall be retained for at least 3 years and 6 months.

(C) Examination of records; investigations. The Tax Administrator or agent may examine all records of a local tax trustee relating to receipt of rent and TLT and remittance of tax during normal business hours and may obtain copies of the records to audit returns.

(D) Authority of Tax Administrator. The Tax Administrator shall have the power to enforce this chapter, conduct audits, and to adopt rules, regulations and forms consistent with this chapter. Rules and regulations of general application shall be mailed to all registered transient lodging providers. The Tax Administrator may also issue written interpretations on request of a transient lodging tax collector. As to the transient lodging tax collector to whom the interpretation is issued, the city will act consistently with the interpretation until it is withdrawn, and the city shall provide 30 days' written notice of withdrawal of an interpretation.

(E) Confidential character of information obtained; disclosure unlawful. The city shall maintain the confidentiality of information provided by transient lodging tax collector. Nothing in this division shall be construed to prevent:

(1) The disclosure to, or the examination of records and equipment by, another city official, employee or agent for collection of taxes for the purpose of administering or enforcing any provisions of this chapter or collecting city business license fees.

(2) Disclosure of information to the transient lodging tax collector and the transient lodging tax collector's agents.

(3) The disclosure of the names and addresses of any persons to whom certificates of authority have been issued.

(4) The disclosure of general statistics regarding taxes collected or business done in the city.

(5) Disclosures required by O.R.S. Chapter 192.

(6) Disclosures required by O.R.S. Chapter 297.

**CITY OF ROCKAWAY BEACH, OREGON
ORDINANCE NO. 2025-01**

**AN ORDINANCE AMENDING ROCKAWAY BEACH CODE OF ORDINANCES
SUBSECTION 34.15(A), CLARIFYING THE USE OF TRANSIENT LODGING TAX
REVENUE**

RECITALS:

1. The Rockaway Beach City Council wishes to update Rockaway Beach Code of Ordinances (Code), Subsection 34.15(A) to clarify the allocation of Transient Lodging Tax (TLT) funds to promote tourism.
2. The intent of this Code clarification is not to adjust the percentage of TLT revenue that supports tourism promotion, but instead clarify the historical use of this revenue for the broad category of tourism promotion as defined under applicable state law.

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

Section 1. The City of Rockaway Beach Code of Ordinances, **Subsection 34.15(A)**, is hereby amended to read as shown in attached Exhibit A.

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

Section 3. Effective Date. This ordinance shall become effective 30 days after its adoption by the City Council and approval by the Mayor.

1st reading by the Rockaway Beach City Council _____.

2nd reading by the Rockaway Beach City Council _____.

Adopted and Approved by the Rockaway Beach City Council _____.

Charles McNeilly, Mayor

City Council	Aye/Nay
Mary McGinnis	/
Tom Martine	/
Kiley Konruff	/
Alesia Franken	/
Penny Cheek	/

Attest:

Melissa Thompson, City Recorder

DRAFT

§ 34.15 ADMINISTRATION.

(A) Use of TLT funds. The revenue collected from the first 5% of the tax pursuant to this subchapter shall be allocated by the City Council to any 1 or more of the following during any 1 fiscal year, as follows: fire and rescue equipment, police services and equipment, promotion and tourism, street and parking improvements, parks and recreation services and equipment, land acquisition and capital improvements, and/or city beautification and urban renewal; provided, however, that no more than 40% of the total funds shall be allocated to any 1 category during 1 fiscal year. The revenue collected from the next 2% of the tax pursuant to this subchapter shall be allocated in its entirety to tourism promotion. The revenue collected from the 3% balance of the tax pursuant to this subchapter shall be allocated, following reductions attributed to collection reimbursement charges, consistent with O.R.S. 320.350.

RESOLUTION NO. 2025-01

A RESOLUTION APPROVING A SITE HOST AGREEMENT WITH EV CHARGING SOLUTIONS, INC. FOR ELECTRIC VEHICLE CHARGING STATIONS AT ANCHOR STREET PARKING LOT

WHEREAS, EV Charging Solutions, Inc, hereinafter referred to as "EVCS", has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging ("DCFC") stations used for charging and/or recharging electric vehicles (hereafter the "Equipment"); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, the City wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property located in the Anchor Street Parking Lot and also wishes to allow public use of the Equipment; and

WHEREAS, the City and EVCS wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the property as more fully described in the agreement attached as Exhibit 1; and

WHEREAS, the City and EVCS desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:

Section 1. The City of Rockaway Beach City Council hereby approves the site host agreement with EV Charging Solutions, Inc., attached as Exhibit 1.

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

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 15th DAY OF JANUARY 2025.

APPROVED

ATTEST

Charles McNeilly, Mayor

Melissa Thompson, City Recorder



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of January 31, 2025 (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and City of Rockaway Beach an Oregon City (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services

EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of 4 DCFC Stations and 1 Level II Stations), the general specifications for which are detailed in Exhibit A together with all other mechanical, electrical, and physical components necessary for the



installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);

- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) EVCS shall be solely responsible for design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port. EVCS will obtain relevant construction and electrical permits, coordinate with the electric utility for grid interconnection, and obtain site host approval for site location;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles; and
- g) Periodic reports to Site Host on the utilization of the Equipment.

3. Site Host General Obligations

Site Host shall undertake the following, at Site Host’s sole expense:

- a) Provide reasonable access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement. Site host reserves the right to use site for non-EV charging events up to three times per year;
- b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;



- d) Allow reasonable, and ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- g) Use reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not, and will not permit or allow any third party to, uninstall the Equipment
- j) Allow EVCS and its approved contractors reasonable access to the Project Site for installation, maintenance, repair, replacement and approved de- installation of the Equipment;
- k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- l) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host



utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

- o) Shall cooperate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement.
- p) Provide EVCS with prompt notification of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.
- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that



- substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
 - f) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.
 - g) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
 - h) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred and eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred and twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all



interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment and leave the Project Site in a clean condition at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides



to other users of Site Host's parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate, with site host approval.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed. It is a condition of this indemnification provision that EVCS shall maintain in full force during the term of this Agreement, at EVCS's expense, Commercial General Liability Insurance covering



- Bodily Injury and Property Damage on an "occurrence" form. This coverage shall: i) include Contractual Liability insurance for the indemnity provided under this Agreement and Product and Completed Operations coverage; ii) ~~be~~ be primary and non-contributory; iii) be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate; and iv) name City as an additional insured.
- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement within four years after the Commencement Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

16. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS



EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.

17. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of Oregon excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Tillamook County, Oregon and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Tillamook County, Oregon; and (iv) the parties must submit the dispute to mediation held within Oregon. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

18. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:



EV Charging Solutions, Inc.
Attn: Gustavo Occhiuzzo
11800 Clark Street
Arcadia, California 91006
gustavoo@evcs.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____



SITE HOST:

SECONDARY/EMERGENCY CONTACT:

Company: City of Rockaway Beach

Company: _____

Attn: _____

Attn: _____

Add. 1: 276 S. Hwy 101

Add. 1: _____

Add. 2: Rockaway Beach, OR 97136

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

19. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

20. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.



IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

SITE HOST

By: _____

By: _____

Printed Name: Gustavo Occhiuzzo

Printed Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____



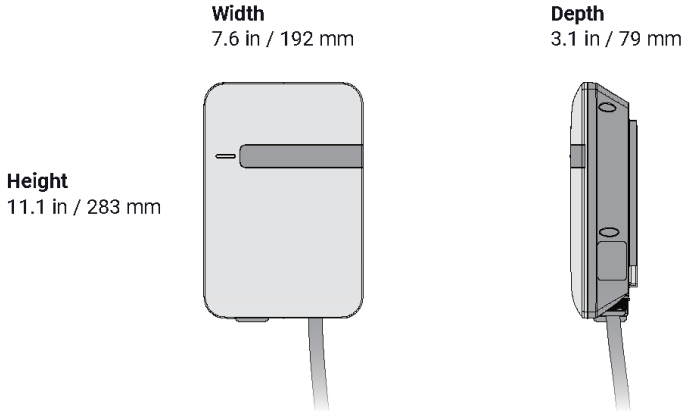
EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (4) – Samsung 180 DCFC or equal
- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

180kW Charger Product Technical Data Sheet	
Category	Criteria/parameter
Concept requirements	Charging system concept One single unit containing all required components Charging system can be update with power modules OTA soft-/firmware capality for all key components (e.g. PLC board, all MCU/ECU board) Cooling system
	Load management Internal load balancing to reduce kW per charger as well as load balancing across several installed charger has to be implemented (as provided by our backend) Load management across several installed charger has to be implemented (as provided by our backend) via OCPP 1.6
	Local UI for operations UI provides an overview of error codes with timestamps All configuration keys can be set via the UI Max. load and/or input power can be set via the UI Firm-/software updates, error handling
	Parallel charging of two vehicles Both vehicles charges at the DC-outlets
	Supported charging plug-/socket-types CCS Type-1 as per IEC 62196-3 NACS (24 Q2)
System Requirements	Operating temperature range [°C] Max. temperature: +50 °C Min. temperature: -30 °C
	Max. altitude [m] 2000 m
	Max. relative humidity [%] <95% non-condensing
	Operating audible noise emissions [dB] <60 dB @ 1m
	Enclosure Rating NEMA 3R
	Impact protection degree IK10 (Housing)
	Material, Coating Anti-corrosive protection e.g. galvanization
	M2M all chargers must be equipped and set up with innogy M2M SIM cards
	EMC emissions Class A (industrial) as per IEC/EN 61851-21-2 Class B (residential) as per IEC/EN 61851-21-2 (to be developed)
	Reactive Power compensation Required due to upcoming legislation beginning 27.4.2019. Can be mandatory mid of 2019.
Quality Requirements	Quality management The supplier shall provide full transparency of all quality relevant processes
	communication tests (frontend/backend) Communication to car and also (to backend tbd) must be validated during final inspection.
	test protocol Test protocol must document all performed tests and test results (visual, electrical and electrical safety, function) and is to be signed by the responsible person that performed the tests. All tests results have to be filed and archived.
Production Requirements	Serial numbers Each number gets a unique serial number.
	Type plate Type plate according to IEC61851-1 required.
	Variant management Each version and revision of charger needs to be traceable. This includes every component of the charger to guarantee spare parts compatibility and failure tracking in case of quality problems.
	Labels Labels and position, including labels for end testing to be defined, traceability of each charger and included components must be
	Material Number Each charger is identified via material number. The material number and the batch number needs to be on the delivery slip and invoice of the charger.
Service Management	Safety Protection All internal electric installations with life parts that exceeds extra-low voltage shall be protected by a transparent cover (touch)
	AC Input terminals The AC input terminals are designed for European conduits. The size of the terminals de-pends on the charger type
	Access to electrical and maintenance relevant components All components are easy accessible by one technician.
	Hardware requirements Doors and side panels are exchangeable
	Surface Surface easy to clean and graffiti and sticker resistant
	Cable entry The cable entry shall be located under the terminals. It must be easy to lead the cable into the terminals
	lifting hooks For installation lifting hooks are installed. After installation the hooks are removable.
Change of Charging Cable Change of charging cable must be easy and must be done in a reasonable time by a service technician.	
Installation/Maintenance	Safety All European safety standards are considered for all installation and maintenance work.
	Installation/Commissioning The installation process is possible to be done by two technician considering all European safety standards within 60 minutes.
	Maintenance Change of charging cable must be easy and must be done in a reasonable time by a service technician.



HMI/User Interface	HMI/Display	LCD color display with 12.1" Touch screen Customized logo can be updated remotely for the screen
	Authentication/Payment	RFID authentication as standard NFC reader
	RFID authentication	All MIFARE standards as per ISO 14443A/B Type V as per ISO/IEC 15693
Electrical Grid Connection	Type of AC-Connection	AC 3-phase 4-wire: L1, L2, L3, 3P3W(no neutral) + PE
	Input voltage range [V]	480 Vac (line-2-line) ± 10 %
	Frequency range [Hz]	50/60 Hz ± 10 %
	Efficiency rating [%]	>94% @ full load
	Power Factor Correction (PFC)	PFC from -0.99 (ind) to +0.99 (cap)
Electrical Protection	Residual current device (RCD)	RCD Type-A* for DC outlet (primary side)
	Overall protection	Short-circuit protection Surge Protection Insulation monitoring Over- and undervoltage protection Comply with all CE-relevant safety and protection requirements, e.g.: IEC 61851
Construction & maintenance	Construction & maintenance friendly	Easy to build-up, Module check-up
Communication	Cellular connection	3G 4G
	Ethernet	10/100 Fast Ethernet 10/100/1000 Gigabit Ethernet
	WiFi	IEEE 802.11 b/g/n (under progress)
	Meter Communication	Communication between meter and controller
Backend communication	Communication protocol	OCPP 1.6 JSON (2.0.1, to be developed) OCPP connection via VPN/APN tunnel Firm-/software updates via OCPP All configuration keys can be set via OCPP Non-auth mode can be set via OCPP config key
DC Charging (CCS)	Plug/Socket type	CCS Type-1 as per IEC 62196-3 (Configuration FF)
	Charging mode	Mode-4 as per IEC 61851-1
	Communication	PLC as per IEC 61851-23/-24; DIN 70121 ISO 15118-3
	Cable length [m]	5,5 m (outside length)
	Output power rating [kW]	180 kW
	Output voltage range [V]	150 - 1,000 Vdc
	Output current rating [A]	375 A



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS

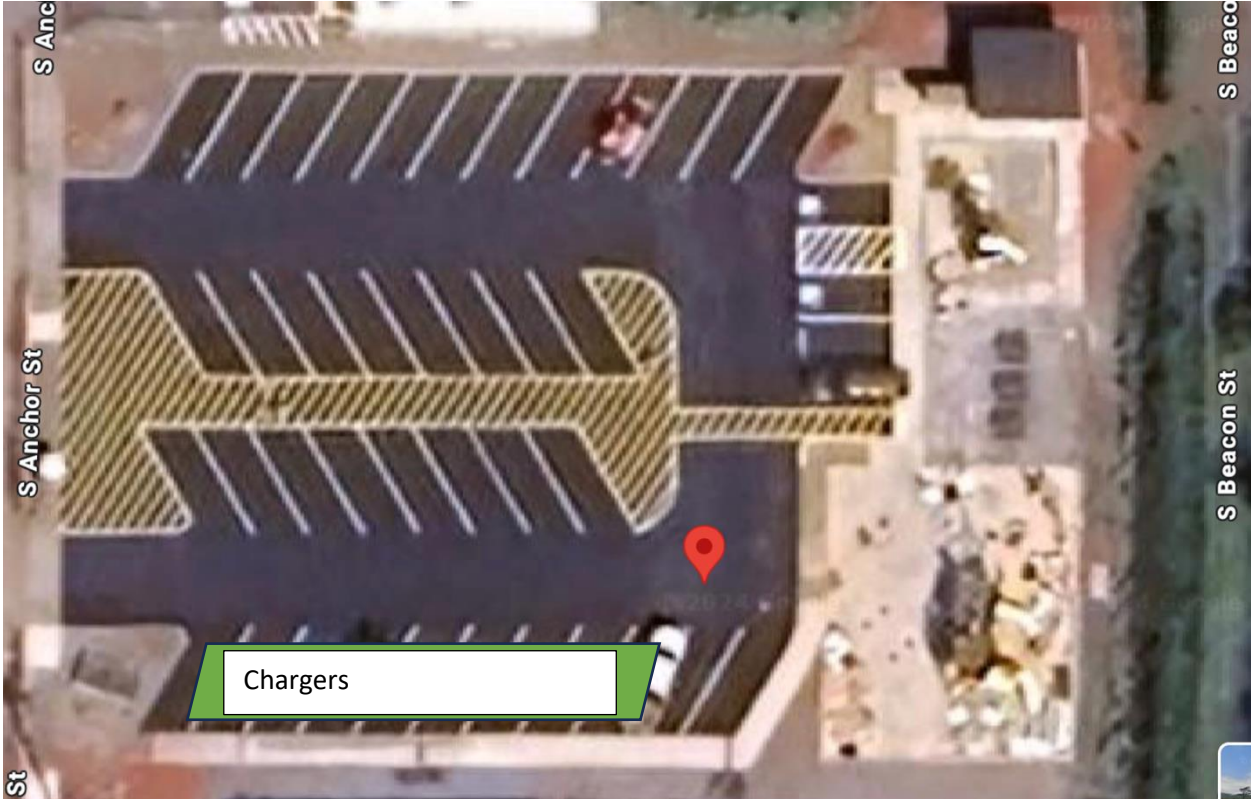


Noodoe Inc.
 9896 Bissonnet,
 Suite 440
 Houston, TX 7703,
 United States
 +1 281-888-3429
 info@noodoe.com
 noodoe.com



EXHIBIT B – Project Site Info

220 S. Anchor Street, Rockaway Beach, OR 97136



Utility/Electric Provider: Tillamook PUD

Electric Provider Acct. #: EVCS tbd

Total Estimated Parking Spaces: 8 / Estimated Number of ADA Spaces: 1

Other: _____

EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: _____

Name of Bank: _____

Bank Routing Number: _____



SITE HOST AGREEMENT

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of ~~November~~ **December** January 31, 2024-2025 (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principle at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and ~~City of Rockaway Beach an Oregon with its principal place of business located at 276 US 101, Rockaway Beach, OR 97136 City~~ (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

RECITALS

WHEREAS, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

WHEREAS, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

WHEREAS, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

WHEREAS, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

WHEREAS, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

WHEREAS, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

NOW, THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

1. Recitals

The Parties agree that the foregoing Recitals are true, correct, and accurate.

2. EVCS’ General Obligations for Equipment and Services

EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of 4 DCFC Stations and 1 Level II Stations), the general specifications for which are detailed in Exhibit A together

Commented [RB1]: Would prefer not to lose a parking space with a level II charger. Need to keep total EV designated spaces to 8.

Commented [CB2R1]: Agreed. EVCS will still install the L2, but designate only the 8 spaces for fast charging. We’ll need another one to convert into ADA.



with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in Exhibit A);

- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in Exhibit B. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) ~~In~~ EVCS’ shall be solely responsible ~~sole discretion for~~ design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port. EVCS will obtain relevant construction and electrical permits, coordinate with the electric utility for grid interconnection, and obtain site host approval for site location;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles; and
- g) Periodic reports to Site Host on the utilization of the Equipment.

3. Site Host General Obligations

Site Host shall undertake the following, at Site Host’s sole expense:

- a) Provide ~~full, complete and unfettered~~ reasonable access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement. Site host reserves the right to use site for non-EV charging events up to three times per year;
- b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;

Commented [RB3]: We need to allow for additional considerations here. What about electric provider standards and applicable Codes? What about impacts on the City and its use of the property?

Commented [CB4R3]: I think the idea is for EVCS to be solely responsible for the design, installation and operation, hence the “sole discretion” language. I added permitting and utility coordination language to the end of the paragraph

Commented [CM5]: Charlie - Please suggest a provision regarding city use for events. Three events annually.

Commented [RB6]: Let’s use the “reasonable access” in provision 8. There needs to be some control by the City, including times of emergency or other unusual circumstances. Also, we need an exception here for up to three city sponsored events annually. These events may block access and use of the charging stations. Plan will need city planning approval and county building permit.

Commented [CB7R6]: Agreed. EVCS will acquire relevant permits. We’ll work with the City ahead of time for the 3 events.



- c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- d) Allow ~~full, complete and unfettered~~ reasonable, and ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;
- e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- g) Use best-reasonable efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not, and will not permit or allow any third party to, uninstall the Equipment
- j) Allow EVCS and its approved contractors ~~full, complete and unfettered access~~ reasonable to the Project Site for installation, maintenance, repair, replacement and approved de- installation of the Equipment;
- k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- l) Assign to EVCS all right, title and interest in and to all and any rebates that Site Host may receive relating to the Equipment, and/or this Agreement; including, but not limited to, (a) rebates or other payments based in whole or in part on the cost or size of equipment, (b) performance-based incentives paid as periodic payments, (c) tax credits, grants or benefits, and (d) any other attributes, commodities, revenue streams or payments, in each of (a) through (d) under any present or future law, standard or program and whether paid by a utility, private entity or any governmental, regulatory or administrative authority.
- m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment

Commented [RB8]: This may require further review.

Commented [CB9R8]: We should be okay for the electric utility easement, but if you have a property record that shows other easements – sewer, fiber optic, gas lines, etc. – that would help greatly when the construction group does the “locate” for underground obstacles.

Commented [RB10]: Same comments as subsection (a) above.

Commented [CB11R10]: Agreed. Reasonable is okay.

Commented [RB12]: Essentially a repeat of subsection (e).

Commented [CB13R12]: It's slightly different. (e) is mechanical, (h) is design-related.

Commented [RB14]: Again, we can provide reasonable access to meet the intent of the agreement, but this is too broad.

Commented [CB15R14]: “Reasonable” is fine.



into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

~~e) Promptly execute the Easement Agreement upon the request of EVCS or the applicable utility service provider.~~

~~p) Shall fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.~~

~~pp) Provide EVCS with prompt notification of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.~~

4. Revenue Sharing

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the DCFC Equipment and **\$0.03** (three cents) for each kWh of electricity sold to customers utilizing Level II Equipment, plus 100% of the cost of electricity utilized by the equipment; in the event the Site Host is responsible to pay for the cost of such electricity usage. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an

Commented [RB16]: What is this referencing?

Commented [CB17R16]: The easement agreement is actually drafted by the electric utility, not EVCS, and it's project-specific. We won't have this as an exhibit, unless it happens later on during installation.

Commented [RB18]: Change to "cooperate."

Commented [CB19R18]: Agreed

Commented [RB20]: This isn't defined. How do we know when cooperation is "required" by EVCS?

Commented [CB21R20]: Cooperation typically means helping to expedite City Planning Department permitting, approving site location specifics, hopping on a Zoom call when needed. The process leading up to construction can take a year. Construction itself is 2-3 weeks.

Commented [RB22]: The City can't agree to this.



amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.

- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.
- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.

~~f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked. In the event EVCS deems installing a separate meter is impractical or uneconomical for any reason, the Equipment shall be connected to Site Host's existing electrical meter. In order to allow EVCS to perform the necessary revenue sharing calculations, and reimburse any electrical costs, Site Host will provide EVCS with a hard copy or electronic/digital copy of Site Host's electricity bills or will allow EVCS to view the bills electronically on an on-going basis. In the event EVCS is unable to obtain copies of the electricity bills, or copies are not provided by the Site Host, then EVCS, in its sole discretion, may either (i) withhold payment until the electricity bills are provided, or (ii) calculate the amount of reimbursement for electricity using information available to EVCS from the administrative panel (i.e., which indicates the amount of electricity that was dispensed by the charger(s)) and then assign, in its sole discretion, a per kWh value that will be multiplied by the amount of electricity dispensed by the charger(s). If EVCS chooses the above second option, then (a) once such calculation is made EVCS shall issue reimbursement for electricity based thereon, and (b) if the Site Host thereafter provides copies of appropriate electricity bills to EVCS, then EVCS will true up the calculation and issue payment for any resulting shortfall for the prior 12 months of activity from the date of electricity bills being submitted to EVCS.~~

g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host.

h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.

Commented [RB23]: Not sure how revenue sharing calculations would work if there is no separate meter.

Commented [CB24R23]: We could easily delete this paragraph. EVCS will be working with the electric utility, who will likely supply their own meter, but EVCS will have an account directly with them. This paragraph is from the old days when it was possible to install a fast charger on a building circuit and meter. That rarely happens now with multiple 150kW fast chargers.



See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

5. Term of Agreement:

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

a) Optional Ten (10) Year Extension Option

At least ninety (90) days but no earlier than one hundred ~~& and~~ eighty (180) days prior to the expiration of the initial Term, EVCS reserves the right to provide written notice of Ten-Year Extension to Site Host. In the event of said Ten-Year Extension, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such intent EVCS will then replace the Equipment no later than one hundred ~~& and~~ twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If EVCS elects to replace the Equipment, this will cause the termination date of the Agreement to extend for an additional ten (10) year term from the expiration of the initial Term. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement.

Commented [RB25]: This means that this agreement is really a 20 year agreement. The extension is allowed even if EVCS is in breach of the agreement.

Commented [CB26R25]: With notice near the end of the 1st ten years, the City can terminate the agreement. The option period just makes it easier to run things status quo. If EVCS is in breach, the City can terminate the agreement and doesn't have to wait for the term to expire.

b) Automatic One (1) Year Renewal Clause

Provided EVCS (or the Parties) have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

c) Early Termination Clause

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.



In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host’s rights to terminate under this section shall terminate upon the Commencement Date.

6. Ownership of Equipment and Content

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the “Content”) is owned exclusively by EVCS. Once this Agreement is terminated EVCS shall remove equipment and leave the Project Site in a clean condition at no cost to the Site Host.

7. Installation Activities

EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

8. Limitations on Use of Project Site

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host’s parking facilities.

9. Utility Charges

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

10. Allocation of Environmental Benefits

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten (10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

11. Signage

Commented [RB27]: This provision is preferred over the provisions above. Let’s just use this provision. See similar provisions above in Section 3(d) and 3(j).

Commented [CB28R27]: Yes, a repeat. The reason is paragraph requirements. The first time this shows up is under “Site Host Obligations”. This paragraph defines site usage.

Commented [RB29]: This is a repeat of provisions above. See Section 3(m).

Commented [CB30R29]: Yes, a repeat. Same reason as above.



EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate, with site host approval.

Commented [RB31]: The City needs to have approval over sign type and location. Will need to be approved through ROW permit.

Commented [CB32R31]: I added City approval.

12. Publicity

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

13. Media Content

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment. EVCS will use commercially reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

14. Indemnification

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees. ~~EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability.~~ It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed. It is a condition of this indemnification provision that EVCS shall maintain in full force during the term of this Agreement, at EVCS's expense, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall: i) include Contractual Liability insurance for the indemnity provided under this Agreement and Product and Completed Operations coverage; ii) be primary and non-contributory; iii) be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate; and iv) name City as an additional insured.

- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

Commented [RB33]: We can't accept this sentence. EVCS needs to obtain proper insurance and not shift that burden on the City if EVCS doesn't carry enough insurance.

Commented [CB34]: I recommend against deleting. EVCS carries an extensive suite of insurance coverage with a certificate of insurance. EVCS typically adds the site host as an additional insured to the COI.

15. Breach and Opportunity to Cure

If either party breaches this Agreement and fails to cure such breach within thirty (30) days



after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement within four years after the Commencement Date~~prior to the Termination Date~~, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

16. Limitation of Liability

NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. ~~EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.~~

FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL

Commented [RB35]: Not a fan of this provision. There is no consideration for how long the equipment has been in place and earning EVCS money. Why would City reimburse the cost of installation if we are nine years into the agreement?

Commented [CB36R35]: The paragraph is designed to discourage the City from breaching the contract at any point during the term. Fun fact is that Tillamook County will no doubt require EVCS to pay property taxes. As the equipment ages, the property tax decreases – though not much. If you have a suggestion that meet the intent, EVCS is flexible.

Commented [RB37]: Not a fan of this provision. This seems very speculative. This is consequential damages that EVCS disclaims in the very next paragraph. Let's make it a two-way street.

Commented [CB38R37]: This project is funded by USDOT with match funding from EVCS and doesn't have rebates. We could either strike the provision or leave it in.

Commented [RB39]: See comment in the prior paragraph about EVCS claiming such damages from the City.



RECOVERIES UNDER SUCH PARTY’S INSURANCE POLICIES.

17. Disputes

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of ~~California~~, Oregon excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within ~~Los Angeles County, California~~ Tillamook County, Oregon and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within ~~Los Angeles County, California~~ Tillamook County, Oregon; and (iv) the parties must submit the dispute to mediation held within ~~the City of Los Angeles~~ Oregon. Every mediation must be completed within 3 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

Commented [RB40]: This agreement should be governed by Oregon law.

18. Notices

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile (with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) 3 days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

FOR EVCS:

EV Charging Solutions, Inc.
Attn: Gustavo Occhiuzzo
11800 Clark Street
Arcadia, California 91006
gustavoo@evcs.com
323.400.EVCS (3827)

Salesperson: _____

Rebate Program: _____



SITE HOST:

SECONDARY/EMERGENCY CONTACT:

Company: City of Rockaway Beach

Company: _____

Attn: _____

Attn: _____

Add. 1: 276 S. Hwy 101

Add. 1: _____

Add. 2: Rockaway Beach, OR 97136

Add. 2: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

19. Successors and Assigns

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

20. Entire Agreement

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.



IN WITNESS WHEREOF, this Agreement is executed by both parties, to become effective on the date last executed.

EVCS

SITE HOST

By: _____

By: _____

Printed Name: Gustavo Occhiuzzo

Printed Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____



EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (4) – Samsung 180 DCFC or equal
- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

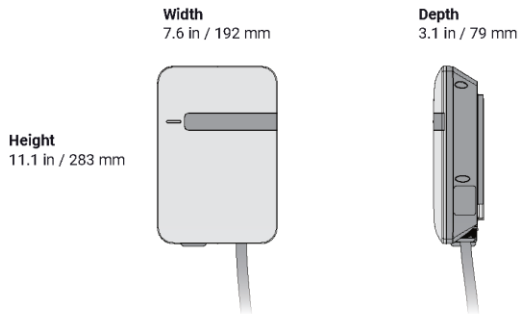
EVSIS 180kW Charger Product Technical Data Sheet		
Category	Category details	Criteria/parameter
Concept requirements	Charging system concept	One single unit containing all required components Charging system can be update with power modules OTA soft-/firmware capability for all key components (e.g. PLC board, all MCU/ECU board)
	Load management	Intervall load balancing to reduce kW per charger as well as load balancing across several installed charger has to be implemented (as provided by our backend) Load management across several installed charger has to be implemented (as provided by our backend) via OCPP 1.6
	Local UI for operations	UI provides an overview of error codes with timestamps All configuration keys can be set via the UI Max. load and/or input power can be set via the UI Firm-/Software updates, error handling
	Parallel charging of two vehicles	Both vehicles charges at the DC-outlets
	Supported charging plug-/socket-types	CCS Type-1 as per IEC 62196-3 NACS (24 Q2)
	System Requirements	Operating temperature range [°C]
	Max. altitude [m]	2000 m
	Max. relative humidity [%]	<95% non-condensing
	Operating audible noise emissions [dB]	<60 dB @ 1m
	Enclosure Rating	NEMA 3R
	Impact protection degree	IK10 (Housing)
	Material, Coating	Anti-corrosive protection e.g. galvanization
	M2M	all chargers must be equipped and set up with innogy M2M SIM-cards
	EMC emissions	Class A (industrial) as per IEC/EN 61851-21-2 Class B (residential) as per IEC/EN 61851-21-2 (to be developed)
	Reactive Power compensation	Required due to upcoming legislation beginning 27.4.2019. Can be mandatory mid of 2019.
Quality Requirements	Quality management	The supplier shall provide full transparency of all quality relevant processes
	communication tests (frontend/backend)	Communication to car and also (to backend tbd) must be validated during final inspection.
	test protocol	Test protocol must document all performed tests and test results (visual, electrical and electrical safety, function) and to be signed by the responsible person that performed the tests. All tests results have to be filed and archived.
Production Requirements	Serial numbers	Each number gets a unique serial number.
	Type plate	Type plate according to IEC61851-1 required.
	Variant management	Each version and revision of charger needs to be traceable. This includes every component of the charger to guarantee spare parts compatibility and failure tracking in case of quality problems.
	Material Number	Each charger is identified via material number. The material number and the batch number needs to be on the delivery slip and invoice of the charger.
Service Management	Safety Protection	All internal electric installations with life parts that exceeds extra-low voltage shall be protected by a transparent cover (touch)
	AC Input terminals	The AC input terminals are designed for European conduits. The size of the terminals depends on the charger type.
	Access to electrical and maintenance relevant components	All components are easy accessible by one technician.
	Hardware requirements	Doors and side panels are exchangeable
	Surface	Surface easy to clean and graffiti and sticker resistant
	Cable entry	The cable entry shall be located under the terminals. It must be easy to lead the cable into the terminals
	lifting hooks	For installation lifting hooks are installed. After installation the hooks are removable.
Change of Charging Cable	Change of charging cable must be easy and must be done in a reasonable time by a service technician.	
Installation/Maintenance	Safety	All European safety standards are considered for all installation and maintenance work.
	Installation/Commissioning	The installation process is possible to be done by two technician considering all European safety standards within 60 minutes.
	Maintenance	Change of charging cable must be easy and must be done in a reasonable time by a service technician.



HMI/User Interface	HMI/Display	LCD color display with 12.1" Touch screen
	Authentication/Payment	Customized logo can be updated remotely for the screen RFID authentication as standard NFC reader
	RFID authentication	All MIFARE standards as per ISO 14443A/B Type V as per ISO/IEC 15693
Electrical Grid Connection	Type of AC-Connection	AC 3-phase 4-wire: L1, L2, L3, 3P3W(no neutral) + PE
	Input voltage range [V]	480 Vac (line-2-line) ± 10 %
	Frequency range [Hz]	50/60 Hz ± 10 %
	Efficiency rating [%]	>94% @ full load
	Power Factor Correction (PFC)	PFC from 0.99 (ind) to 0.99 (cap)
Electrical Protection	Residual current device (RCD)	RCD Type-A for DC bi-let (primary side)
	Overall protection	Short-circuit protection Surge Protection Insulation monitoring Over- and undervoltage protection Comply with all CE-relevant safety and protection requirements, e.g. IEC 61851
Construction & maintenance	Construction & maintenance friendly	Easy to build-up, Module check-up
Communication	Cellular connection	3G 4G
	Ethernet	10/100 Fast Ethernet 10/100/1000 Gigabit Ethernet
	WiFi	IEEE 802.11 b/g/n (under progress)
	Meter Communication	Communication between meter and controller
Backend communication	Communication protocol	OCPP 1.6 J5ON (2.0.1, to be developed) OCPP connection via VPN/APN tunnel Firm-/software updates via OCPP All configuration keys can be set via OCPP Non-auth mode can be set via OCPP config key
DC Charging (CCS)	Plug/Socket type	CCS Type-1 as per IEC 62196-3 (Configuration FF)
	Charging mode	Mode-4 as per IEC 61851-1
	Communication	PLC as per IEC 61851-23/-24, DIN 70121 ISO 15118-3
	Cable length [m]	5,5 m (outside length)
	Output power rating [kW]	180 kW
	Output voltage range [V]	150 - 1,000 Vdc
	Output current rating [A]	375 A



noodoeEV



SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS

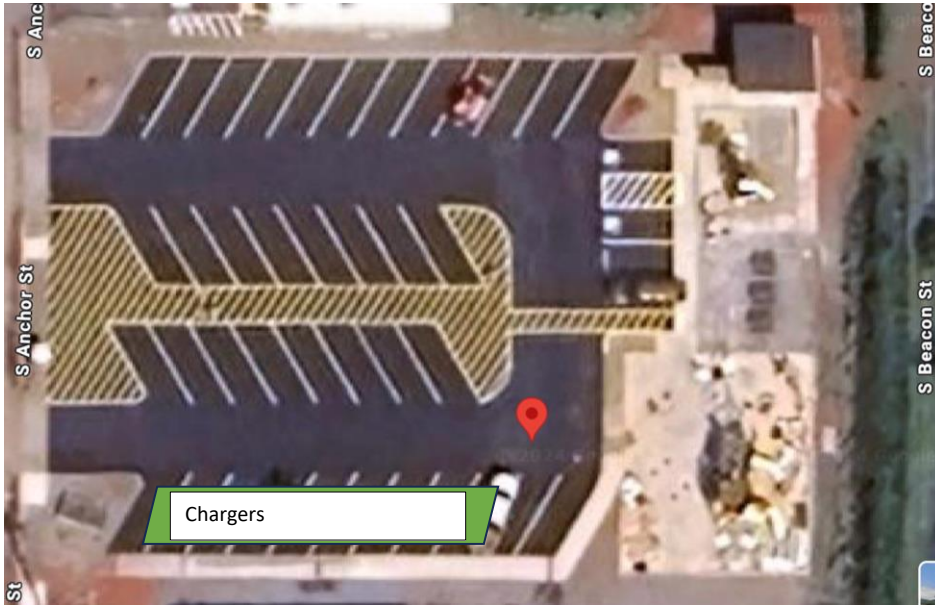


Noodoe Inc.
9896 Bissonnet,
Suite 440
Houston, TX 7703,
United States
+1 281-888-3429
info@noodoe.com
noodoe.com



EXHIBIT B – Project Site Info

220 S. Anchor Street, Rockaway Beach, OR 97136



Utility/Electric Provider: Tillamook PUD

Electric Provider Acct. #: EVCS tbd

Total Estimated Parking Spaces: 9-8 / Estimated Number of ADA Spaces: 1

Other: _____

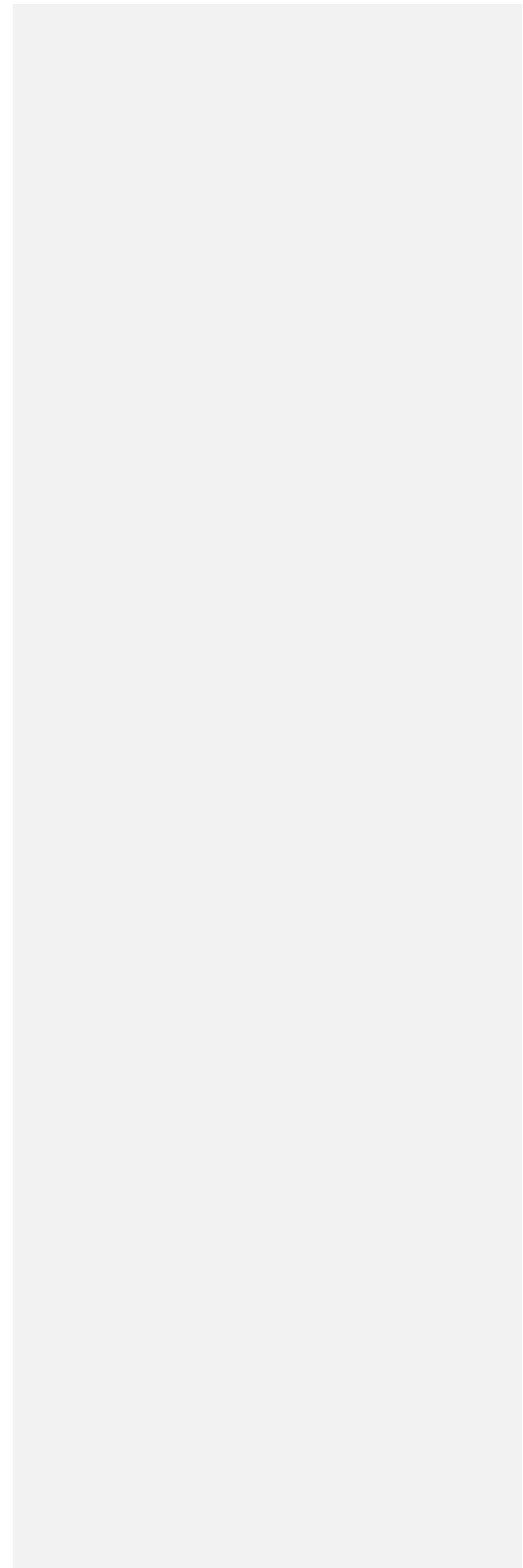
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EXHIBIT D – Site Host Banking Information (for ACH Payment Purposes)

Name on Account: _____

Name of Bank: _____

Bank Routing Number: _____





City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5

Rockaway Beach, OR 97136

503.374.1752

APPLICATION FOR THE CITY OF ROCKAWAY BEACH PLANNING COMMISSION

Name: _____

Mailing Address: _____

Physical Address: _____

Email Address: _____

How long have you resided in Rockaway Beach? _____

Occupation: _____

Employer: _____

Signature: _____ Date: _____

In addition to the information provided above, please include:

- a resume, and
- a cover letter including answers to the questions below.

Application Questions:

1. Why would you like to serve on the Planning Commission?
2. Are you willing to commit to attending all Planning Commission meetings, workshops, trainings, and events?

You may submit your application by mail, email or in person. If sending by email, please send to cityrecorder@corb.us.

Jason Maxfield

Rockaway Beach, OR 97136

(503) [REDACTED]

12/30, 2024

City Manager, Mayor, and Council
City of Rockaway Beach
276 Hwy 101
Rockaway Beach, OR 97136

City Manager Shepard, Mayor McNeilly, and members of City Council,

Thank you for considering my application to join Rockaway's Planning Commission. I would be grateful for the chance to serve on this committee because I would like to make Rockaway a better place to live and to help develop a thriving, year-round economy. If selected, I would do all I can to support and improve our city, and would commit to attending and participating in all committee meetings, trainings, workshops, and events.

I have lived in Rockaway for four years, and have sought opportunities to contribute to our community. I've volunteered with NKN Schools and the Tillamook YMCA, and this past year have served on Rockaway's Sourcewater Protection Plan Development Advisory Committee, gaining a bit of first hand experience in city government and committee work. Additionally, in a few weeks, my wife and I will be opening a business in downtown Rockaway, Green Coast Market, which will sell high quality, local foods, and support many local food producers.

If selected to serve on the Planning Commission, my focus would be working to achieve the goals of the community vision conversations that our Council has fostered over the past year, by developing policies and projects that create the kind of community we want to live in. I believe that the priority of Rockaway's government should be working to improve the lives of full-time residents, because we are the backbone of this community and also the limiting resource that makes everything else possible. Full-time residents are the employees, customers, artists, organizers, and entrepreneurs who undergird the local economy and culture, making Rockaway a fun place to visit and live. I would advocate for planning policies that improve the lives of residents with the hope of attracting more.

Thank you for your work on behalf of our city, and for considering my application,

[REDACTED]

Jason Maxfield

Rockaway Beach, OR 97136

Senior Research Associate, Forest Biology and Plant Physiology

Washington State University, Sept 2023–Present

Portland State University, Department of Biology, September 2013—Present

Senior researcher on NSF-funded study by both institutions. Primary duties include design and management of field study, data collection and analysis, training and education of study volunteers, and technical writing, for long-term study on ecology, health, and physiology of urban forests

Education

MS - Portland State University, Portland OR

Biology-Plant Physiology, Advisor: Dr. Todd Rosenstiel

BA - College of William & Mary, Williamsburg VA

Philosophy and American Studies (double major), High Honors

Relevant Employment and Volunteer Experience:

- **Member, Rockaway Beach Sourcewater Protection Plan Development Advisory Committee**—February 2024-present
- **Biology instructor, Tillamook Bay Community College**—Ongoing
- **OMSI Science Communications Fellow**—2021-present
- **Graduate Research and Teaching Assistant**—Portland State University, 2011-2013
- **Lab Course Instructor:** undergraduate and graduate courses: Principles of Biology (BI 251, 253), Plant Physiology (BI 441/541), Anatomy & Physiology (BI 302)
- **Research Assistant:** Rosenstiel/Eppley plant physiology and ecology lab
- **Science Writer**—author of articles on scientific topics for large-circulation publications
- **Science Curriculum Developer**—American Institute for Research, 2011-2013, Writer of science curriculum materials (grades K-12) for national AIR Learning Point Navigator
- **Owner/Managing Partner**—Outlier Coffee, 5209 SE Division St. 2018-2020; Concordia Coffee, 2909 NE Alberta Street, 2004-2011

Skills, Qualifications, and Experience

Science Education & Training

- OMSI Science Communications Fellow
- Undergraduate lab science course instructor, PSU
- Lab/field mentor for undergraduate volunteers
- Private tutor for college and high school students (biology, chemistry, math)
- Curriculum and testing materials writer

Communication

- Strong written and oral communication skills
- Extensive experience presenting to academic and government audiences

- Comfortable explaining complex technical information to general audiences

Operations and Project Management

- Organized and lead scientific research teams and data collection projects
- Developed project scope and risk management plans
- Monitored and maintained research assets and instruments
- Implemented workflow standards to improve efficiency and maximize project budgets and research opportunities

Data collection, analysis, and visualization

- Trained in study design, critical thinking, and statistics, to maximize data quality and collection
- Experienced operator of analytic instruments, including 2D GCxGC-MS and Licor 6400, 6800
- Extensive experience in statistical analysis of data
- Proficient in data analysis and presentation software: R, JMP, Prism, Excel, PowerPoint, etc.
- Enjoy creating graphical displays that reduce complex data to simple, useful information

Leadership and Personnel Management

- Hired, trained and mentored employees and volunteers
- Tracked and evaluated employee skills and performance
- Mentored and provided career development for undergraduate researchers

Publications

Academic

- Ajibade, et al, **Beyond Redlining: Do Patterns of Gentrification, Displacement, and Neighborhood Exclusivity Predict Access to Healthy Trees in Portland, Oregon?**, submitted 12/2024
- Maxfield, et al, **Variance in Tree Health Across an Urban Landscape**, in preparation
- Grulke, et al, **Pre-Emptive Detection of Mature Pine Drought Stress Using Multispectral Aerial Imagery**, Remote Sensing, 7/21/2020
- Grulke, et al, **Quantitative and qualitative approaches to assess tree vigor and stand health in dry pine forests**, Forest Ecology and Management, 6/1/2020
- Monson, et al, **High productivity in hybrid-poplar plantations without isoprene emission to the atmosphere** Proceedings of the National Academy of Sciences, 1/21/2020
- Maxfield, J.M., **Agricultural Management Decisions Impact Isoprene Emission and Physiology of *Arundo donax*, an Emerging Bioenergy Crop**, MS thesis, 2014.

Popular

- Maxfield, J.M., **How Science Revealed Portland's Air Quality Crisis: The secrets are in the moss.** Portland Monthly Magazine, May 2016.
- Maxfield, J.M., **Are Portlanders Anti-Science?** Portland Monthly Magazine, April 2015.

Presentations

- **Ecological Society of America, 2022**—Presented poster, “Hello Trees! Illuminating Urban Ecology through AI-driven Conversations with Trees”
- **Oregon Museum of Science & Industry, OMSI Science Communication Fellows presentation, December, 2021**—Seminar presentation with visual materials: “Get to know western redcedar, magnificent conifer of the Pacific NW”
- **Johnson Creek Science Symposium, August 2021**—Oral Talk: “Legacies of inequality: Historic Socioeconomic Investment and Current Forest Health in Portland, OR”
- **US Forest Service, NW Regional Ecology Meeting, Nov. 2018**—Oral Talk: “Impact of drought and fire stress on resin quality in Jeffrey Pine”
- **Western Forest Insect Work Conference, 2018**—Oral Talk: “Severe drought and fire alter oleoresin composition and volatile emissions of ecologically significant terpenoids in Jeffrey Pine, *Pinus jeffreyi*”
- **Western Wildlands Environmental Threat Assessment Center, Research Conference, 2018**—Oral Talk: “Drought and fire impacts on chirality of volatile emissions from Jeffrey pine resin: Preliminary results”

- **Ecological Society of America, 2016**—Presented contributed talk in oral session: “Is western yellow pine resin production driven by carbon or water resources? : A case study for Jeffrey pine in the Sierra Nevada, California”
- **Ecological Society of America, 2014**—Presented invited talk in organized oral session: “Defining the physiological drought stress threshold for susceptibility to bark beetle: A case study for Jeffrey pine in the Sierra Nevada, California”
- **Air Pollution Workshop, 2013**—Presented talk: “Air Quality Impacts of VOC emissions from energy crops”
- **Portland State University Sustainability Celebration, 2013**—Invited poster presentation: “Science for Sustainability: Can Biofuel Crop Management Decisions Effect Oregon’s Air Quality?”
- **Center for Climate and Aerosol Research, Science Share 2013**—Presented talk: “Air Quality Impacts of Biofuel Crop Management Decisions”
- **Portland State University, Biology Department Alumni Night, 2012**—Presented poster: “The Impact of Volatile Emissions From Biofuel Crops”



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5

Rockaway Beach, OR 97136

503.374.1752

APPLICATION FOR THE CITY OF ROCKAWAY BEACH PLANNING COMMISSION

Name: _____

Mailing Address: _____

Physical Address: _____

Email Address: _____

How long have you resided in Rockaway Beach? _____

Occupation: _____

Employer: _____

Signature: _____ Date: _____

In addition to the information provided above, please include:

a resume, and

a cover letter including answers to the questions below.

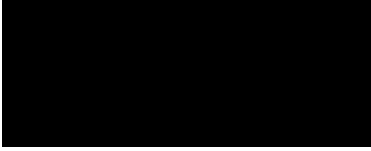
Application Questions:

1. Why would you like to serve on the Planning Commission?
2. Are you willing to commit to attending all Planning Commission meetings, workshops, trainings, and events?

You may submit your application by mail, email or in person. If sending by email, please send to cityrecorder@corb.us.

Lydia Hess

Creative Director



Rockaway Beach, OR

97136



lydiahess.com

Skills & Attributes:

Big Picture Visionary

Creative Thinker

Designer | Illustrator | Painter

Project Manager

Self-motivated

Adobe Creative Suite

Microsoft 365

Google Workspace

1/6/25

Dear Rockaway Beach City Council and Planning commission,

I am interested in offering to fill the open position #7 on the Rockaway Beach Planning commission through the end of June, 2025.

I have been a property owner in the Rockaway Beach area for over 19 years, now residing here full time. I am a Creative Director | Lead Designer at Andrew McMeel Publishing. I have spent much of my career in publishing and communications. I am a creative thinker and look for creative solutions to complex problems.

I have a deep concern for our community's livability, our city's long-term development plans, and preserving the unique environment of our region. I hope participate in creative ways to improve our infrastructure, transportation and urban growth, while maintaining our world class natural beauty and environment.

As a creative director, I analyze and identify the best practices and the most engaging experience for the end user of the products I create for Andrews McMeel publishing. I believe these skills would serve me well in the city planning position. I work remotely and have access to highspeed internet for off-site meetings. I am willing and able to attend meetings in-person as well.

Sincerely,

Lydia Hess

<https://www.linkedin.com/in/lydiahess/>

Education: Louisiana Tech University, BFA

Lydia Hess

Visual Storyteller

BFA Graphic Design

lydiahess.com

Hardware & Software

Mac Based

Adobe Creative Suite

Microsoft 365

Google Workspace | Slack

Skills & Attributes

Big Picture Visionary

Designer | Illustrator | Painter

Project Manager

Creative Thinker | Active Listener

Self-Motivated, Curious, Driven

Partial Client List

Amber Lotus Publishing

HarperCollins Publishers

Oregon Country Fair

Llewellyn Worldwide

Duncan Baird Publishing

Nike, Inc.

U.S. Fish and Wildlife Service

Columbia Sportswear

Outside Magazine

University of Washington

Volunteering

Past president of the American

Institute of Graphic Arts

Portland Chapter

Juror for Greeting Card

Association LOUIE Awards

Director & Instructor for the

Portland Public School's

Glencoe Elementary K-5 arts

program (8 years)

Senior Art Director & Designer | Amber Lotus

[imprint of Andrews McMeel Publishing]

Art director and designer of the #1 best-selling weekly planner on Amazon.

- Developed title themes for over 50 wall calendars, weekly planners, and journals with a focus on nature, environmental stewardship, eco-travel, social justice, and mindfulness on an annual basis.
- Contracted with photographers, illustrators, and authors to create top-selling dated products and greeting cards. Facilitated contract negotiations, both foreign and domestic contributors.
- Directed freelance writers and editors, while working with the production team to produce precise print-ready digital files within budget.
- Tracked popular cultural trends to annually create best-selling greeting card lines, journals, puzzles, coloring books, and other gift items.

Design Director | Brand Ambassador

- Expanded Amber Lotus' market through re-branding. Re-designed the corporate Logo, annual product catalog, e-commerce website design, social media content, and overall visual presence.
- Cultivated awareness of its environmental mission, tree planting initiative, and sustainability practices to highlight the brand in a crowded market.
- Expanded sales by promoting Amber Lotus Publishing and individual product branding with video production for online, Amazon A+ Content, and direct advertising through print, e-mail marketing, and social media.

Illustration

- Created five award winning coloring books for adults with HarperOne Publishers—*Coloring Books for the Soul* series.
- Illustrated chapter icons for HarperCollins Publishers; book covers for Llewellyn Worldwide; posters & Murals.
- Ambassador for the Wild Wonder foundation, holding workshops in Nature Journaling and Observation for youth and adults.

City of Rockaway Beach and Tillamook County

- Currently serving on the Sourcewater Protection Plan Development Advisory Committee.
- Bicycle enthusiast, championing the further development of alternative transportation opportunity's in Rockaway Beach.
- Volunteer for the Historic U.S. Coast Guard Boathouse in the Tillamook Bay.