City of Rockaway Beach Regular City Council Meeting Agenda



Date: Wednesday, March 12, 2025

Time: 6:00 P.M.

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

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

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

Join here to attend remotely:

https://us06web.zoom.us/j/81323055825?pwd=Wktsk1sluKW79oHQFTlcXjqbkzFhev.1

Meeting ID: 813 2305 5825

Passcode: 616388
Dial by your location
253 215 8782 US (Tacoma)

How to Provide Public Comment:

- Written Comments may be submitted electronically by sending an email no later than 48 hours prior to the meeting to <u>CityHall@Corb.us</u>
- In Person sign-up sheet and instructions will be located on the table ouside of the meeting room.
- Virtually on Zoom use the "raise hand" feature when the Mayor announces it is time to do so.
- 1. CALL TO ORDER Charles McNeilly, Mayor
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL

4. CONSENT AGENDA

- a. Approval of February 12, 2025 Regular Meeting Minutes
- b. Approval of February 12, 2025 Workshop Minutes
- c. Review of Financial Reports
- **d.** Approval to Move Regular July Meeting from July 9th to July 16, 2025
- 5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS None Scheduled

6. STAFF REPORTS

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

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

- 7. PUBLIC HEARING None Scheduled
- 8. PUBLIC COMMENT ON NON-AGENDA ITEMS
- **9. OLD BUSINESS** None Scheduled
- **10. NEW BUSINESS**
 - a. Consideration of Resolution 2025-12 Approving the Award of a Contract for City Engineering Services
 - b. Consideration of Resolution 2025-13 Approving Salmonberry Trail Preferred Alignment in Rockaway Beach
 - c. Consideration of Resolution 2025-14 Approving Use Application for the Lions Club Weenie Wagon Adjacent to the Wayside
- 11. ITEMS REMOVED FROM CONSENT AGENDA
- 12. COUNCIL COMMENTS
- 13. MAYOR'S REPORT
- **14. ADJOURNMENT**

City of Rockaway Beach Regular City Council Meeting Minutes



Date: Wednesday, February 12, 2025

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Council Members Present: Mayor Charles McNeilly; Councilors Penny Cheek (Zoom), Mary McGinnis, Tom Martine, Alesia Franken, and Kiley Konruff

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

Works Superintendent; Todd Hesse, Fire Chief; Marni Johnston, Finance Director; and

Kevin Grogan, Sheriff's Deputy.

4. CONSENT AGENDA

Start time: 06:02:53 PM (00:02:34)

- a. Approval of January 15, 2025 Regular Meeting Minutes
- b. Approval of January 15, 2025 Workshop Minutes
- c. Approval of January 23, 2025 Special Meeting Minutes
- d. Review of Financial Reports

McNeilly noted that the City Recorder distributed an updated version of the January 15, 2025 Regular Meeting Minutes, with corrections on pages 4 and 7, for approval under the Consent Agenda.

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

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

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

Nay: 0

5. PRESENTATIONS, GUESTS & ANNOUNCEMENTS

a. Presentation – Future Rates for Tillamook People's Utility District (PUD) and Resource
 Adequacy in the Northwest - Todd Simmons, Tillamook PUD

Start time: 06:04:46 PM (00:04:27)

Simmons made a presentation on challenges to maintaining affordable and reliable electric service. Simmons addressed questions regarding storage, natural gas, prediction of future rate changes, and isolation of outage areas.

Presentation – 2024 Community Grant Award Recipient – Hope Chest Thrift Shop, Terry Walhood

Start time: <u>06:44:39 PM (00:44:19)</u>

Walhood thanked the Council for the 2024 Community Grant. Walhood reported on how grant funds were used, and gave an overview of the groups supported by the Hope Chest Thrift Shop. Walhood answered a question regarding traffic at the new location.

c. Presentation – 2024 Community Grant Award Recipient – Rockaway Beach Chamber of Commerce (Advertising, Kitefliers, Thursday Market), Kristine Hayes Start time: 06:53:33 PM (00:53:14)

Hayes reported on the Rockaway Beach Chamber of Commerce use of grant funds. Hayes distributed additional grant reporting information to the Council and thanked the Council for the award. Hayes answered questions regarding the timeline of weather reporting being added to the website, laptop use, webcams, updates to brochures, and 2025 posters.

6. STAFF REPORTS

a. Fire Department

Start time: <u>07:07:04 PM (01:06:44)</u>

Hesse presented a staff report on the activities and operations of the Rockaway Beach Fire Rescue department for the month of January 2025. Hesse added that the Fire Department was already gearing up for Spring Break and cautioned all to be prepared for possible bad weather on February 13, 2025. Cheek thanked Hesse for response to a recent call for assistance.

b. Sheriff's Office

Start time: <u>07:13:15 PM (01:12:56)</u>

Deputy Kevin Grogan summarized the Sheriff's Office report for January 2025 and encouraged residents to prepare for predicated winter weather. Grogan reported that a new Deputy would be finishing training soon and another Deputy was currently in the Academy.

c. Public Works

Start time: <u>07:16:36 PM (01:16:17)</u>

Emerson presented his report on operations within the Public Works department for January 2025. Council members commented that the reader board sign looked great. Emerson estimated that the new Wayside beach access would be open by the end of month.

d. City Manager

Start time: <u>07:24:28 PM (01:24:09)</u>

Shepard shared a presentation including an overview of business items on the agenda. Shepard shared the City was currently recruiting for a Public Works Utility Worker, Treatment Plant Operator and City Planner. Shepard announced that the City was currently accepting Community Grants applications, and shared public meeting dates in February and March. Shepard acknowledged Firefighter and EMT Ryan Boos, who spent two weeks in Southern California helping extinguish the Palisades fire.

7. PUBLIC HEARING

a. Ordinance 2025-01 Amending Code Subsection 34.15(A), Clarifying the Use of Transient Lodging Tax (TLT) Revenue

Start time: <u>07:22:37 PM (01:22:18)</u>

McNeilly explained that this hearing allows public input regarding proposed changes to the City's code to clarify language related to the use of transient lodging tax revenue for tourism promotion or tourism facilities. McNeilly announced that an updated copy of proposed Ordinance 2025-01 Exhibit A was posted and distributed in advance of the meeting. McNeilly stated the text "tourism facilities" was updated to "tourism-related facilities" to align with state statutes. McNeilly said a copy of the proposed Ordinance was distributed to the email listserv, was posted on the City website, and was available on the table outside of the meeting room.

McNeilly opened the public hearing at 7:23 p.m. No audience members wished to comment. McNeilly closed the public hearing at 7:24 pm.

8. PUBLIC INPUT ON NON-AGENDA ITEMS

Start time: 07:34:23 PM (01:34:04)

Robbie McClaran commented on vulnerable wetland resources and their adjacent forest overlap. McClaran urged the Council to protect critical wetland resources through zoning ordinances or other means.

Carolyn Walters announced there will be a county-wide disaster drill on May 3, 2025 at NCRD and encouraged all to attend. Walters provided information on CERT (Community Emergency Response Team), and encouraged all city employees and residents to become certified.

Jeff Wong provided an update on his Anchor Street development project. Wong acknowledged positive decisions being made by the City. Wong shared that a USDA grant would allow his business to provide fish to St. Mary's by the Sea.

9. OLD BUSINESS – None Scheduled

10. NEW BUSINESS

a. Proclamation – Firefighter Recognition Month

Start time: 07:45:46 PM (01:45:27)

McNeilly read aloud the proclamation, expressing deep appreciation for the Rockaway Beach Fire and Rescue Department and firefighters everywhere.

McNeilly invited public comment. No audience members wished to comment.

Martine made a **motion**, seconded by Konruff, to proclaim February 2025 as Firefighter Recognition Month.

McGinnis commented that Martine and Konruff were former volunteers with the Fire Department.

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

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

Nay: 0

Abstain: 1 (Cheek – no response due to technical difficulties)

The Council acknowledged all firefighters present.

b. First & Second Reading of 2025-01: An Ordinance Amending Code Subsection 34.15(A), Clarifying the Use of Transient Lodging Tax Revenue

Start time: 07:49:28 PM (01:49:09)

McNeilly explained that Ordinance 2025-01 amends the City of Rockaway Beach Code to clarify the use of lodging tax revenue. McNeilly stated this amendment was reviewed by the Council at the January & February workshops.

McGinnis made a **motion**, seconded by Martine, to perform the first and second reading by title only of Ordinance 2025-01.

McGinnis commented that the ordinance aligned with state language.

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

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

Nay: 0

McNeilly performed the first and second reading by title only.

Martine made a **motion,** seconded by Cheek, to approve the first and second reading by title only of Ordinance 2025-01.

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

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

Nay: 0

c. Consideration to Adopt Ordinance 2025-01: An Ordinance Amending Code Subsection 34.15(A), Clarifying the Use of Transient Lodging Tax Revenue

Start time: 07:52:48 PM (01:52:28)

McNeilly stated that with the first and second reading now complete, Ordinance 2025-01 is ready for adoption.

McGinnis made a **motion**, seconded by Cheek, that the Rockaway Beach City Council adopt Ordinance 2025-01, clarifying the use of TLT revenue.

McNeilly commented that the ordinance was removing outdated language and adopting language from the state code.

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

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

Nay: 0

d. Consideration of Resolution 2025-04 Appointing the City Manager as Budget Officer

Start time: <u>07:54:24 PM (01:54:05)</u>

McNeilly explained the resolution designates City Manager Luke Shepard as the Budget Officer for the next fiscal year, in accordance with the City Charter.

McNeilly invited public testimony. No audience members wished to comment.

Franken made a **motion**, seconded by Martine, that the Rockaway Beach City Council approve Resolution 2025-04.

McGinnis commented that this was a yearly procedure. McNeilly acknowledge Shepard for the great job he'd done on the budget in previous years.

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

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

Nay: 0

e. Consideration of Resolution 2025-05 Appointing Members to the Budget Committee Start time: 07:56:08 PM (01:55:49)

McNeilly stated the Budget Committee is composed of the City Council and an equal number of citizens at large. McNeilly explained that the City received four excellent applications for the three open positions, and explained the review and nomination process.

McNeilly said he would honor the Council's consensus ranking and nominate their top three applicants: Donald Allgeier, Robbie McClaran, and Carolyn Walters.

McNeilly invited public comment. No audience members wished to comment.

McGinnis made a **motion**, seconded by Martine, to approve Resolution 2025-05 Appointing Donald Allgeier to position 1, Robbie McClaran to position 2, and Carolyn Walters to position 5 of the Budget Committee.

Konruff expressed desire to know the correct pronunciation of Allgeier. McGinnis commented that it was a tough decision since all candidates were qualified and would have served well. McGinnis encouraged all to watch the workshop video to see the Council discussion.

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

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

Nay: 0

f. Consideration of Resolution 2025-06 Adjusting Appropriations for the 2024-2025 Fiscal Year Budget

Start time: 07:59:22 PM (01:59:03)

McNeilly explained this resolution transfers funds within the General Fund from Contingency to the Administration Department for attorney fees related to the election litigation case; and transfers funds within the Water and Sewer funds for unanticipated personnel costs to recruit and train a plant operator.

McNeilly invited public testimony. No audience members wished to comment.

Franken made a **motion**, seconded by Martine, that the Rockaway Beach City Council approve Resolution 2025-06.

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

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

Nay: 0

g. Consideration of Resolution 2025-07 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Thursday Markets

Start time: 08:01:01 PM (02:00:42)

McNeilly stated this resolution approves a Wayside Use application received from the Rockaway Beach Chamber of Commerce for Thursday Markets. Staff have reviewed the application and provided comments and conditions for approval.

McNeilly invited public testimony. No audience members wished to comment.

Franken made a **motion**, seconded by Martine, that the Rockaway Beach City Council approve Resolution 2025-06 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Thursday Markets with conditions.

Franken stated it had been enjoyable event that the Chamber started.

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

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

Nay: 0

h. Consideration of Resolution 2025-08 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Independence Day Fundraiser

Start time: 08:02:57 PM (02:02:38)

McNeilly stated this resolution approves a Wayside Use application received from the Rockaway Beach Chamber of Commerce for an Independence Day Fundraiser. Staff have reviewed the application and provided comments and conditions for approval.

McNeilly invited public testimony. No audience members wished to comment.

McNeilly commented that it was brought to his attention that the Rockaway Beach City Council passed Resolution No. 16-646 at their July 13, 2016, meeting that states that the "City shall not permit reservation of the wayside for privately-sponsored events on Memorial Day Weekend, the Fourth of July and the associated weekends, and Labor Day." McNeilly read the resolution in its entirety. McNeilly recommended that the Council vote "no" on Resolution 2025-08, as required by Resolution No. 16-646.

Cheek made a **motion**, seconded by Franken, that the Rockaway Beach City Council approve Resolution 2025-08 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Independence Day Fundraiser.

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

Aye: 0 Nay: 5

i. Consideration of Resolution 2025-09 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Arts & Crafts Fair

Start time: 08:08:13 PM (02:07:53)

McNeilly stated this resolution approves a Wayside Use application received from the Rockaway Beach Chamber of Commerce for the 48th Annual Arts & Crafts Fair. Staff have reviewed the application and provided comments and conditions for approval.

McNeilly invited public testimony. No audience members wished to comment.

McGinnis made a **motion**, seconded by Franken, that the Rockaway Beach City Council approve Resolution 2025-09.

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

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

Nay: 0

j. Consideration of Resolution 2025-10 Approving Wayside Use Application for the Rockaway Beach Chamber of Commerce Kite Festival

Start time: 08:09:45 PM (02:09:25)

McNeilly stated this resolution approves a Wayside Use application received from the Rockaway Beach Chamber of Commerce for the Kite Festival. Staff have reviewed the application and provided comments and conditions for approval.

McNeilly invited public testimony. No audience members wished to comment.

Franken made a **motion,** seconded by McGinnis, that the Rockaway Beach City Council approve Resolution 2025-10.

McNeilly commented that he loved the kite festival and thanked the Chamber.

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

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

Nay: 0

k. Consideration of Resolution 2025-11 Approving Wayside Use Application for the Neah-Kah-Nie Coast Cultural Foundation (NCAM) Music Festival

Start time: <u>08:11:21 PM (02:11:02)</u>

McNeilly stated this resolution approves a Wayside Use application received from the Neah-Kah-Nie Coast Cultural Foundation (NCAM) for their Music Festival. Staff have reviewed the application and provided comments and conditions for approval.

McNeilly invited public testimony. No audience members wished to comment.

Franken made a **motion**, seconded by Konruff, that the Rockaway Beach City Council approve Resolution 2025-11

McGinnis disclosed that she was on the board of the non-profit NCAM, and since the position was unpaid, she could vote on the matter.

Konruff commented that she was glad to see the event moved to August.

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

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

Nay: 0

11. ITEMS REMOVED FROM CONSENT AGENDA – None removed

12. COUNCIL CONCERNS

Start time: 08:13:46 PM (02:13:27)

Cheek thanked the Fire Department and thanked City Manager Shepard for his work.

Franken reported attending a tour of Jetty Creek Watershed to support the Forest Legacy grant process. Franken acknowledged Public Works, Fire Department, and City staff. Franken reminded all about the Salmonberry Trail open house on February 19th.

Konruff thanked TPUD for their presentation and expressed surprise about the cost of burying electrical cables underground. Konruff thanked City departments and staff, and City Manager Shepard. Konruff thanked the Sheriff's Office for increased presence at events.

Martine thanked Shepard and staff for meeting materials. Martine praised Shepard's organized budget and his management of the budget process.

McGinnis acknowledged Rockaway's firefighters. McGinnis reported that Rockaway had become model for other cities on the coast. McGinnis reported on a new state law that standardizes recycling. McGinnis and Konruff commented that the Senior Meals program and High School booster club accept deposit bottles for recycling. McGinnis reported on meetings she attended. McGinnis congratulated Mary Johnson's pending promotion to Public Works Director, and acknowledged that Dan Emerson would continue in the role of Public Works Superintendent.

13. MAYOR'S REPORT

Start time: <u>08:26:05 PM (02:25:50)</u>

McNeilly announced that the next Coffee meeting would be held on February 20th at 9:00 a.m. and encouraged all to attend. McNeilly commented that the Rockaway Beach Business Associated planned to hold a Community Coffee, but was encountering challenges and may be delayed. McNeilly shared statistics on the Sheriff's Office Rockaway Beach patrol incident type reports. McNeilly invited the public to email him regarding any questions or concerns about the City.

14. ADJOURNMENT

Start time: 08:29:17 PM (02:28:57)

Konruff made a motion, seconded by Martine, to adjourn the meeting at 8:28 p.m.

The motion carried by the following vote:

Aye: 4 (McGinnis, Martine, Franken, Konruff)
Nay: 0
Abstain: 1 (Cheek – no response due to technical difficulties)

MINUTES APPROVED THE
12TH DAY OF MARCH 2025

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

City of Rockaway Beach City Council Workshop Minutes



Date: Wednesday, February 12, 2025

Location: Rockaway Beach City Hall, 276 HWY 101 – 2nd Floor Conference Room

1. CALL TO ORDER

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

2. ROLL CALL

Council Members Present: Mayor Charles McNeilly; Councilors Mary McGinnis, Tom Martine, Alesia

Franken, and Kiley Konruff

Council Member Excused: Penny Cheek

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

Finance Director

McNeilly paused the meeting while Cheek attempted to connect to the meeting via Zoom. Cheek was unable to connect due to technical difficulties.

3. COUNCIL BRIEFING/DISCUSSION

a. Review of Applications for Budget Committee

Start time: <u>04:41:41 PM (00:08:01)</u>

McNeilly explained that four excellent applicants applied to serve for three openings on the Budget Committee. The Council reviewed and discussed the applications received from Donald Allgeier, Robbie McClaran, Jean Scholtz, and Carolyn Walters. Councilors completed paper ballots ranking each applicant. Results were tallied in a spreadsheet. The Council consensus on top three candidates was Donald Allgeier, Robbie McClaran, and Carolyn Walters.

b. Review of 2025-2026 Fiscal Year Budget Calendar

Start time: 04:52:24 PM (00:18:44)

Shepard referred the Council to the Budget Calendar in their meeting packet. The Council reviewed the proposed schedule. In response to a question, Shepard confirmed that he would distribute budget training information.

c. Rescheduling July 9th meeting to July 16th

Start time: 04:54:30 PM (00:20:49)

Shepard explained he recommended moving the regular July meeting due to its proximity to the 4th of July holiday. The Council concurred.

d. Discussion of Resolution 2025-06 Adjusting Appropriations for the 2024-2025 Fiscal Year Budget

Start time: 04:55:17 PM (00:21:37)

Shepard explained that an adjustment to appropriations was first discussed in October due to legal fees related to the elections case. He confirmed for the Council that the appeal was not done yet. Shepard explained there was an additional need to adjust funds related to personnel costs for a replacement plant operator. Shepard explained a typo was found in Resolution 2024-41, which was adopted in September adjusting appropriations, and a corrected copy was included in the regular session agenda packet.

e. Discussion of Event Application Staff Review

Start time: 04:59:08 PM (00:25:28)

Shepard presented an Event Application Staff Review form that the Council can consider as part of their application approval process. Shepard noted that moving forward a City contractor would take care of cleaning public restrooms following events, rather than event volunteers.

f. Review of Updated Ordinance 2025-01 Exhibit A: Amending Code for TLT Funds Start time: 05:02:29 PM (00:28:48)

Shepard explained the final text for proposed Ordinance 2025-01 updated "tourism facilities" to "tourism-related" facilities. Shepard confirmed that the update would align the language with state statutes.

g. Review of Draft Revisions to City Council Rules & Procedures

Start time: 05:05:22 PM (00:31:42)

Shepard and McGinnis provided background information on the adoption of City Council Rules & Procedures.

Discussion regarding:

- Staff to review for consistency the public statement of address or residency for testimony.
- Three vs. four minutes for public comments.
- Desire to further define news media.
- Add Workshop meeting time to item 2.11.C.
- Item 3.3 delete "Council may discuss..."
- Order of Business include public comments under Old and New Business.
- Per Roberts Rules, minutes to record what was done, not what was said.
- Staff to provide suggestions to revise 3.17.B.
- McNeilly to provide staff with review of item 4.4 voting process.

h. Other Regular Session Agenda Items Review

Start time: 05:39:44 PM (01:06:04)

McNeilly confirmed for Franken that he would call for Council questions during grant recipient reports at the regular meeting.

McGinnis encouraged review of making Façade Grant money more accessible for business owners, noting the biggest obstacle was lack on upfront funds. Shepard shared that the Façade Grant was opening on March 3rd, and he was working with the Tillamook County Visitors Association to remove restrictions as much as possible.

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Start time: <u>05:43:12 PM (01:09:31)</u>

Martine made a motion, seconded by Franken, to adjourn the meeting at 5:43 p.m.

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

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

Nay: 0	
	MINUTES APPROVED THE 12 TH DAY OF MARCH 2025
	Charles McNeilly, Mayor
ATTEST	
Melissa Thompson, City Recorder	

CITY OF ROCKAWAY BEACH COMBINED CASH INVESTMENT JANUARY 31, 2025

COMBINED CASH ACCOUNTS

01-1002	MASTER CHECKING ACCT- 1ST SEC	287,810.47
01-1004	LGIP	16,035,610.98
	TOTAL COMBINED CASH	16,323,421.45
01-1000	CASH ALLOCATED TO OTHER FUNDS	(16,323,421.45)
	TOTAL LINIALL OCATED CACL	00
	TOTAL UNALLOCATED CASH	.00
	CASH ALLOCATION RECONCILIATION	
	ALLOCATION TO GENERAL FUND	2,902,269.80
	ALLOCATION TO FIRE EQUIP RESERVE	320,582.91
16	ALLOCATION TO LOAN PAYMENT RESERVE FUND	114,700.00
17	ALLOCATION TO ECONOMIC STABILITY RESERVE	232,258.68
21	ALLOCATION TO PROJECT & EQUIP RESERVE	669,979.90
30	ALLOCATION TO ROADS & STREETS	776,100.69
39	ALLOCATION TO TRANSPORTATION SDC	230,901.92
40	ALLOCATION TO WATER OPERATING	2,661,996.04
42	ALLOCATION TO WATER MASTER PLAN	1,003,522.92
43	ALLOCATION TO 81 WATER REVENUE BOND	68.54
47	ALLOCATION TO WATER DEBT SERVICE	765,830.11
49	ALLOCATION TO WATER SDC FUND	695,855.79
50	ALLOCATION TO SEWER OPERATING FUND	981,218.62
52	ALLOCATION TO SEWER MASTER PLAN	642,862.01
56	ALLOCATION TO SEWER DEBT SERVICE	870,445.07
59	ALLOCATION TO SEWER SDC	1,586,534.69
80	ALLOCATION TO TRANSIENT ROOM TAX	1,868,293.76
	TOTAL ALLOCATIONS TO OTHER FUNDS	16,323,421.45
	ALLOCATION FROM COMBINED CASH FUND - 01-1000	(16,323,421.45)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES & RESOURCES					
10-31-4010	CUR YR PROP TX - GEN FUND	19,338.06	469,441.99	479,850.00	10,408.01	97.8
10-31-4020	DELINQUENT PROP TAX REVENUE	723.91	5,021.79	5,494.00	472.21	91.4
10-31-4040	LIQUOR TAX - OLCC	3,549.01	15,282.96	30,325.00	15,042.04	50.4
10-31-4050	CIGARETTE TAX	63.71	558.44	1,065.00	506.56	52.4
10-31-4060	OTHER TAX REVENUE	12,188.59	20,835.88	35,000.00	14,164.12	59.5
	TOTAL REVENUES & RESOURCES	35,863.28	511,141.06	551,734.00	40,592.94	92.6
	GRANTS, LOANS & BONDS					
10-33-4175	GRANTS - GENERAL FUND MISC	.00	.00	35,000.00	35,000.00	.0
10-33-4185	STATE REVENUE SHARING	.00	11,634.82	28,000.00	16,365.18	41.6
	TOTAL GRANTS, LOANS & BONDS	.00	11,634.82	63,000.00	51,365.18	18.5
	FEES & SERVICES					
10-34-4060	FRANCHISE FEES	12,330.62	32,238.32	390,500.00	358,261.68	8.3
10-34-4065	BUSINESS LICENSES	.00	14,495.00	.00	(14,495.00)	.0
10-34-4066	STR LICENSE FEES	15,166.37	268,107.23	.00	(268,107.23)	.0
10-34-4080	PERMITS, BLDG TILL CO PORTION	423.00	423.00	.00	(423.00)	.0
10-34-4085	LAND USE-ORDINANCE FEES-PERMIT	1,266.25	8,418.25	20,500.00	12,081.75	41.1
10-34-4141	CIVIC/COMM CENTER RENT	459.58	814.58	1,000.00	185.42	81.5
10-34-4142	FIRST FLOOR RENT-HLTH DEPT	946.00	6,622.00	11,500.00	4,878.00	57.6
10-34-4145	CC-REFUNDABLE DEPOSITS	.00	.00	100.00	100.00	.0
10-34-4146	HEALTH DEPT UTILITY REIMB	.00	597.48	3,060.00	2,462.52	19.5
	TOTAL FEES & SERVICES	30,591.82	331,715.86	426,660.00	94,944.14	77.8
	FIRE DEPARTMENT					
10-35-4091	NEDONNA FIRE DIST	.00	34,000.00	30,000.00	(4,000.00)	113.3
10-35-4092	TWIN ROCKS WATER DISTRICT	.00	.00	10,000.00	10,000.00	.0
10-35-4093	OR STATE FORESTRY DEPT	.00	.00	500.00	500.00	.0
	FIRE PERMITS	.00	.00	50.00	50.00	.0
10-35-4186	EMERGENCY SERVICES FEE	366.54	63,378.36	125,000.00	61,621.64	50.7
	TOTAL FIRE DEPARTMENT	366.54	97,378.36	165,550.00	68,171.64	58.8
	OTHER REVENUES					
10-36-4120	INTEREST ON INVESTED FUNDS	11,655.22	76,110.85	193,000.00	116,889.15	39.4
10-36-4150	MISC RCPTS - GEN FUND	(1,870.47)	12,025.02	10,000.00	(2,025.02)	120.3
10-36-4190						
	SURPLUS PROPERTY SALES	.00	.00	500.00	500.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	POLICE DEPARTMENT					
10-37-4100	CITATIONS - FINES & FORFEITS	624.04	3,085.72	7,140.00	4,054.28	43.2
	TOTAL POLICE DEPARTMENT	624.04	3,085.72	7,140.00	4,054.28	43.2
	TRANSFERS					
10-39-4030	TIF - TRT POLICE	.00	167,200.00	334,400.00	167,200.00	50.0
10-39-4032	TIF -SEWER OP	.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4035	TIF - DEBT SERVICE RESERVE	.00	114,700.00	229,400.00	114,700.00	50.0
10-39-4036	TIF- TRT-GF PW CAP OUT PROJECT	.00	7,200.00	14,400.00	7,200.00	50.0
10-39-4037	TIF - CC	.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4038	TIF- TRT-GF PW CAP OUTLAY PROJ	.00	10,000.00	20,000.00	10,000.00	50.0
10-39-4052	TIF - TRT-CTY BEAUTIF	.00	2,500.00	5,000.00	2,500.00	50.0
10-39-4053	TIF - TRT FIRE DEPT	.00	167,200.00	334,400.00	167,200.00	50.0
10-39-4055	TIF - TRT USDA LOAN	.00	32,000.00	64,000.00	32,000.00	50.0
	TOTAL TRANSFERS	.00	545,800.00	1,091,600.00	545,800.00	50.0
	TOTAL FUND REVENUE	77,230.43	1,588,891.69	2,509,184.00	920,292.31	63.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-45-6550	MATERIALS SUPPLIES	25,065.60	158,798.82	668,392.00	509,593.18	23.8
	TOTAL POLICE DEPARTMENT	25,065.60	158,798.82	668,392.00	509,593.18	23.8
	FIRE DEPARTMENT					
10-46-5052	FIRE CHIEF WAGES	8,957.88	62,705.21	113,000.00	50,294.79	55.5
10-46-5053	FIREFIGHTERS	10,906.71	98,210.48	176,000.00	77,789.52	55.8
10-46-5054	OVERTIME-FIRE DEPARTMENT	.00	6,814.20	5,000.00	(1,814.20)	136.3
10-46-5061	VOLUNTEER FIRE FIGHTER BONUS	.00	34,652.07	42,000.00	7,347.93	82.5
10-46-5062	RECORD KEEPING & TRAINING	125.00	875.00	2,500.00	1,625.00	35.0
10-46-5152	PAYROLL EXPENSES - FIRE	18,216.24	104,833.56	200,000.00	95,166.44	52.4
10-46-6110	ELECTRICITY	552.74	2,126.55	3,800.00	1,673.45	56.0
10-46-6530	TELEPHONE & TECHNOLOGY	1,405.40	17,925.02	12,000.00	(5,925.02)	149.4
10-46-6535	MEDICAL	200.93	1,134.07	10,500.00	9,365.93	10.8
10-46-6555	SUPPLIES, GEAR & SERVICES	855.24	10,766.70	32,500.00	21,733.30	33.1
10-46-6557	EMERGENCY MANAGEMENT SUPPLIES	408.54	4,121.96	7,500.00	3,378.04	55.0
10-46-6570	INS- VEHICLE, LIAB, EQUIP, BLD	.00	19,500.54	28,000.00	8,499.46	69.6
10-46-6580	FUEL & OIL	1,033.59	3,040.94	10,000.00	6,959.06	30.4
10-46-6582	ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630	FIRE BLDG MAINT	180.43	898.50	15,000.00	14,101.50	6.0
10-46-6660	SAFETY TRAINING & FIRST AID	706.33	4,018.80	22,000.00	17,981.20	18.3
10-46-6670	REQUIRED EQUIP TESTING	5,617.50	10,526.25	10,000.00	(526.25)	105.3
10-46-6690	VEHICLE MAINT, SUP & REP	.00	4,016.05	15,000.00	10,983.95	26.8
	TOTAL FIRE DEPARTMENT	49,166.53	386,165.90	706,300.00	320,134.10	54.7

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
10 10 5057		40,000.54	00.074.00	400,000,00	40 700 70	00.4
10-48-5057	OFFICE ASSISTANT	10,962.54	83,271.28	132,000.00	48,728.72	63.1
10-48-5065	OVERTIME - CITY HALL	.00	.00	1,200.00	1,200.00	.0
10-48-5075	ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082	CITY MANAGER	8,167.53	60,045.22	99,760.00	39,714.78	60.2
10-48-5085	MAYOR & COUNCIL STIPEND	175.00	925.00	1,400.00	475.00	66.1
10-48-5152	PAYROLL EXP - ADMIN PLANNING & ZONING	28,049.81	91,545.91	167,000.00	75,454.09	54.8
10-48-6410 10-48-6440	REFUNDABLE DEPOSITS	1,215.00 .00	52,446.87 805.00	10,000.00 200.00	(42,446.87) (605.00)	524.5 402.5
					(
10-48-6530 10-48-6570	TELEPHONE INS-VEHICLE, LIAB, EQUIP, BLDG	606.29	2,913.18	5,800.00	2,886.82 (224.98)	50.2 101.0
10-48-6571	TECHNOLOGY & DATA PROCESSING	5,093.19	22,224.98 39,769.64	22,000.00 65,000.00	(224.98) 25,230.36	61.2
10-48-6577	ORDINANCE UPDATE	5,093.19	1,543.67	4,000.00	2,456.33	38.6
10-48-6596	EMERGENCY SERVICES EXPENSE	.00	.00	1,000.00		.0
10-48-6666	CITY BEAUTIFICATION	.00	.00	3,000.00	1,000.00 3,000.00	.0
10-48-6830	CITY HALL OPERATIONS	1,889.04	22.082.74	66,000.00	43,917.26	33.5
10-48-6831	DUES-CITY, OFFICIALS & STAFF	90.00	1,640.68	3,500.00	1,859.32	46.9
10-48-6835	BANK FEES	31.91	7,276.92	2,000.00	(5,276.92)	363.9
10-48-6840	COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850	ATTORNEY	3,660.25	37,467.50	40,000.00	2,532.50	93.7
10-48-6870	AUDIT & BOND	.00	8,705.91	9,500.00	794.09	91.6
10-48-6880	ADVERTISING	1.660.00	2,839.35	2,000.00	(839.35)	142.0
10-48-6890	STATIONERY & SUPPLIES	448.50	2,967.43	10,000.00	7,032.57	29.7
10-48-6915	TRAVEL & TRAIN-STAFF	773.91	4,558.84	8,000.00	3,441.16	57.0
10-48-6920	BLDG MAINT-CTY HALL	1,129.24	6,535.48	18,000.00	11,464.52	36.3
10-48-6931	COUNCIL EXPENSE	1,129.24	844.34		2,905.66	22.5
10-48-6932	CITY MANAGER FUND	.00	812.85	3,750.00 750.00	,	108.4
10-48-6954	COMMUNITY GRANTS	.00	.00	75,000.00	(62.85) 75,000.00	.0
10-48-8000	GENERAL FUND CAPITAL PROJECTS	.00	.00	20,000.00	20,000.00	.0
10-48-8041	TO - ROADS/STREETS, FRANCHISE	.00	25,000.00	50,000.00	25,000.00	50.0
10-48-8044	TO -FIRE EQUIPMENT RESERVE	.00	22,500.00	45,000.00	22,500.00	50.0
10-48-8046	TO - ECONOMIC STABILITY RES FD	.00	229,900.00	459,800.00	229,900.00	50.0
10-48-8518	DEBT SVC - GF LOANS & DEBT SVC	299.83	75,994.15	140,000.00	64.005.85	54.3
10-40-0310	DEBT 3VC - GI LOANS & DEBT 3VC		75,994.15			
	TOTAL ADMINISTRATION	64,412.04	804,616.94	1,470,760.00	666,143.06	54.7
	PARKS & REC					
10-49-5152	PAYROLL EXP	(2,505.01)	(2,505.01)	.00	2,505.01	.0
	TOTAL PARKS & REC	(2,505.01)	(2,505.01)	.00	2,505.01	.0
	CONTINGENCY					
10-52-7999	CONTINGENCY - GF	.00	.00	327,848.00	327,848.00	.0
	TOTAL CONTINGENCY	.00	.00	327,848.00	327,848.00	.0

	PER	OD ACTUAL	YTD ACTUAL		BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES		136,139.16	1,347,076.65		3,173,300.00	1,826,223.35	42.5
NET REVENUE OVER EXPENDITURES	(58,908.73)	241,815.04	(664,116.00)	(905,931.04)	36.4

FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-36-4120	OTHER INCOME INTEREST INCOME	1,249.43	9,754.10	2,100.00	(7,654.10)	464.5
	TOTAL OTHER INCOME	1,249.43	9,754.10	2,100.00	(7,654.10)	464.5
	TRANSFERS					
14-39-4026 14-39-4030	TIF - GF TIF - TRT	.00 .00	22,500.00 60,500.00	45,000.00 121,000.00	22,500.00 60,500.00	50.0
	TOTAL TRANSFERS	.00	83,000.00	166,000.00	83,000.00	50.0
	TOTAL FUND REVENUE	1,249.43	92,754.10	168,100.00	75,345.90	55.2

FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
14-47-7621	FIRE EQUIP & CAPITAL OUTLAY	.00	54,763.39	165,000.00	110,236.61	33.2
14-47-7625	FIRE TRUCK	.00	86,775.75	90,000.00	3,224.25	96.4
	TOTAL FIRE DEPARTMENT	.00	141,539.14	255,000.00	113,460.86	55.5
	TOTAL FUND EXPENDITURES	.00	141,539.14	255,000.00	113,460.86	55.5
	NET REVENUE OVER EXPENDITURES	1,249.43	(48,785.04	86,900.00)	(38,114.96)	(56.1)

LOAN PAYMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 48					
16-48-4032	TO -GENERAL FUND	.00	114,700.00	229,400.00	114,700.00	50.0
	TOTAL DEPARTMENT 48	.00	114,700.00	229,400.00	114,700.00	50.0
	TOTAL FUND EXPENDITURES	.00	114,700.00	229,400.00	114,700.00	50.0
	NET REVENUE OVER EXPENDITURES	.00	(114,700.00)	(229,400.00)	(114,700.00)	(50.0)

ECONOMIC STABILITY RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
17-36-4120	OTHER INCOME INTEREST INCOME	905.20	2,358.68	5,000.00	2,641.32	47.2
	TOTAL OTHER INCOME	905.20	2,358.68	5,000.00	2,641.32	47.2
17-39-4030	TRANSFERS TIF - GEN FND TOTAL TRANSFERS	.00	229,900.00 229,900.00	459,800.00 459,800.00	229,900.00	50.0
	TOTAL FUND REVENUE NET REVENUE OVER EXPENDITURES	905.20	232,258.68	464,800.00	232,541.32	50.0

PROJECT & EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
21-33-4184	SOURCE 33 GRANTS: TOURISM FACILITIES	.00	.00	75,000.00	75,000.00	.0
21-33-4104	TOTAL SOURCE 33	.00	.00	75,000.00	75,000.00	.0
	OTHER INCOME					
21-36-4120	INTEREST INCOME	2,620.41	19,921.64	3,000.00	(16,921.64)	664.1
	TOTAL OTHER INCOME	2,620.41	19,921.64	3,000.00	(16,921.64)	664.1
	TRANSFERS IN					
21-39-4030	TIF - TRT	.00	329,200.00	658,400.00	329,200.00	50.0
	TOTAL TRANSFERS IN	.00	329,200.00	658,400.00	329,200.00	50.0
	TOTAL FUND REVENUE	2,620.41	349,121.64	736,400.00	387,278.36	47.4

PROJECT & EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
21-47-7577	TOURISM CAPITAL PROJECTS	156,897.70	289,471.13	2,000,000.00	1,710,528.87	14.5
	TOTAL CAPITAL OUTLAY	156,897.70	289,471.13	2,000,000.00	1,710,528.87	14.5
	TOTAL FUND EXPENDITURES	156,897.70	289,471.13	2,000,000.00	1,710,528.87	14.5
	NET REVENUE OVER EXPENDITURES	(154,277.29)	59,650.51	(1,263,600.00)	(1,323,250.51)	4.7

ROADS & STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE REVENUE					
30-31-2985 30-31-4340	RESTRICTED BIKE PATHS ODOT STATE STREET - DMV - REVENUE	109.78 10,868.47	729.32 72,202.57	1,190.00 119,000.00	460.68 46,797.43	61.3
	TOTAL STATE REVENUE	10,978.25	72,931.89	120,190.00	47,258.11	60.7
	GRANTS					
30-33-4182	GRANTS & REIM- ROADS & STREETS	.00	.00	250,000.00	250,000.00	.0
	TOTAL GRANTS	.00	.00	250,000.00	250,000.00	.0
	OTHER REVENUE					
30-36-4120	INTEREST INCOME	3,024.75	22,103.82	31,000.00	8,896.18	71.3
	TOTAL OTHER REVENUE	3,024.75	22,103.82	31,000.00	8,896.18	71.3
	TRANSFERS					
30-39-4030	TIF - TRT	.00	184,200.00	368,400.00	184,200.00	50.0
30-39-4038	TIF - GEN FND	.00	25,000.00	50,000.00	25,000.00	50.0
	TOTAL TRANSFERS	.00	209,200.00	418,400.00	209,200.00	50.0
	TOTAL FUND REVENUE	14,003.00	304,235.71	819,590.00	515,354.29	37.1

ROADS & STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
30-41-5055	MAINT WKR WAGES	7,497.97	61,657.31	91,000.00	29,342.69	67.8
30-41-5056	EXTRA LABOR	.00	.00	5,000.00	5,000.00	.0
30-41-5058	SUPER OF PUBLIC WORKS	834.87	6,345.00	10,520.00	4,175.00	60.3
	OVERTIME	.00	5.84	5,600.00	5,594.16	.1
30-41-5075	ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
30-41-5082	CTY MANAGER - RDS & STS	1,166.80	8,577.89	14,252.00	5,674.11	60.2
30-41-5085	MAYOR & COUNCIL STIPEND	(150.00)	.00	.00	.00	.0
30-41-5152	PAYROLL EXP - RDS & STS	14,080.12	47,153.76	91,000.00	43,846.24	51.8
	TOTAL PERSONNEL SERVICES	23,429.76	123,739.80	219,372.00	95,632.20	56.4
	MATERIALS & SERVICES					
30-45-6125	ELECTRIC-STLITES-WYSD-CTYPRKS	337.40	1,994.20	4,600.00	2,605.80	43.4
30-45-6130	WAYSIDE & PARKS	2,849.20	17,184.52	42,000.00	24,815.48	40.9
30-45-6131	NATURE CONSERVANCY	.00	2,518.59	10,000.00	7,481.41	25.2
30-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	8,000.00	8,000.00	.00	100.0
30-45-6572	STREET LIGHTS	36.07	8,710.45	25,000.00	16,289.55	34.8
30-45-6580	FUEL & OIL	689.07	2,067.30	7,000.00	4,932.70	29.5
30-45-6592	PARKING LEASE	.00	1,773.60	1,600.00	(173.60)	110.9
30-45-6600	DRAINAGE & FLOOD CONTROL	.00	2,412.68	10,000.00	7,587.32	24.1
30-45-6610	SIDEWALKS, CURBS & FOOTPATHS	.00	1,500.00	9,300.00	7,800.00	16.1
30-45-6620	STREET SIGNS	.00	5,297.43	3,000.00	(2,297.43)	176.6
30-45-6667	STORM DAMAGE REPAIR	.00	2,350.00	1,000.00	(1,350.00)	235.0
30-45-6690	VEHICLE MAINT, SUPP & REP	4,191.23	11,681.95	15,000.00	3,318.05	77.9
30-45-6800	ROADS, MATERIALS & SUPPLIES	235.01	25,137.44	33,500.00	8,362.56	75.0
	TOTAL MATERIALS & SERVICES	8,337.98	90,628.16	170,000.00	79,371.84	53.3
	CAPITAL OUTLAY					
30-47-7502	RDS-STS IMPROVEMENT PROJECTS	.00	.00	450,000.00	450,000.00	.0
30-47-7506	RDS-STS: CAPITAL IMPROV PLAN	.00	2,161.00	50,000.00	47,839.00	4.3
30-47-7508	RDS-STS PW STORMWATER PROJECTS	.00	8,358.59	35,000.00	26,641.41	23.9
	TOTAL CAPITAL OUTLAY	.00	10,519.59	535,000.00	524,480.41	2.0
	CONTINGENCY					
30-48-7999	CONTINGENCY - ROADS	.00	.00	137,906.00	137,906.00	.0
	TOTAL CONTINGENCY	.00	.00	137,906.00	137,906.00	.0
	TO THE CONTINUENCY			107,900.00		
	TOTAL FUND EXPENDITURES	31,767.74	224,887.55	1,062,278.00	837,390.45	21.2

ROADS & STREETS

	PERIO	D ACTUAL	YTD ACTUAL		BUDGET	UNE	KPENDED	PCNT
NET REVENUE OVER EXPENDITURES	(17,764.74)	79,348.16	(242,688.00)	(322,036.16)	32.7

TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
39-36-4120	INTEREST INCOME	899.91	6,621.44	1,800.00	(4,821.44)	367.9
	TOTAL OTHER INCOME	899.91	6,621.44	1,800.00	(4,821.44)	367.9
	FEES					
39-38-4940	IMP FEES - TRANSPORT SDC	900.00	3,600.00	18,000.00	14,400.00	20.0
	TOTAL FEES	900.00	3,600.00	18,000.00	14,400.00	20.0
	TOTAL FUND REVENUE	1,799.91	10,221.44	19,800.00	9,578.56	51.6

TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
39-47-7880	CONT MAT - IMP TRANS	.00	.00	242,519.00	242,519.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00	242,519.00	242,519.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	242,519.00	242,519.00	0
	NET REVENUE OVER EXPENDITURES	1,799.91	10,221.44	(222,719.00)	(232,940.44)	4.6

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
40-34-4540	WATER SERVICE BASE	3,859.65	654,036.72	1,215,000.00	560,963.28	53.8
40-34-4550	NEW WATER CONNECTIONS	1,650.00	14,430.00	25,500.00	11,070.00	56.6
40-34-4560	WATER MASTER PLAN	216.99	38,912.21	76,500.00	37,587.79	50.9
	TOTAL REVENUE	5,726.64	707,378.93	1,317,000.00	609,621.07	53.7
	INTEREST & MISC					
40-36-4120	INT - WATER OP	9,608.68	72,262.65	16,000.00	(56,262.65)	451.6
40-36-4150	MISC RCPTS - WTR OP FUND	1,139.56	18,613.03	2,825,800.00	2,807,186.97	7
	TOTAL INTEREST & MISC	10,748.24	90,875.68	2,841,800.00	2,750,924.32	3.2
	SOURCE 39					
40-39-4047	TIF- FM WATER REVENUE BOND	.00	68.00	137.00	69.00	49.6
	TOTAL SOURCE 39	.00	68.00	137.00	69.00	49.6
	TOTAL FUND REVENUE	16,474.88	798,322.61	4,158,937.00	3,360,614.39	19.2

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
40 44 5054				0.500.00	0.500.00	•
40-41-5054	CODE ENFORCEMENT	.00.	.00	3,500.00	3,500.00	.0
40-41-5055	MAINT WKR WAGE - WATER OP	7,724.15	63,520.73	92,050.00	28,529.27	69.0
40-41-5056	EXTRA LABOR - WTR OP	.00	.00	10,000.00	10,000.00	.0
40-41-5057	OFFICE ASSISTANT WAGES - WTR O	11,180.48	84,919.73	147,500.00	62,580.27	57.6
40-41-5058	SUPER PUB WKS - WTR OP	4,174.36	31,725.01	52,600.00	20,874.99	60.3
40-41-5059	PLANT OPERATOR - WATER OP	5,098.83	35,348.77	64,500.00	29,151.23	54.8
40-41-5064	STAND BY - WTR	.00	.00	1,750.00	1,750.00	.0
40-41-5065	OVERTIME - WTR OP	263.30	1,540.09	14,000.00	12,459.91	11.0
40-41-5067	EMERGENCY SERVICES	.00	.00	1,000.00	1,000.00	.0
40-41-5075	ACCRUED VAC - WATER OP	.00	.00	5,000.00	5,000.00	.0
40-41-5082	CTY MANAGER - WTR OP	1,166.80	8,577.89	14,250.00	5,672.11	60.2
40-41-5085	MAYOR & COUNCIL STIPEND	75.00	525.00	1,470.00	945.00	35.7
40-41-5152	PAYROLL EXP - WTR OP	30,057.97	131,224.47	299,000.00	167,775.53	43.9
	TOTAL PERSONNEL SERVICES	59,740.89	357,381.69	706,620.00	349,238.31	50.6
	MATERIALS & SERVICES					
40-45-6110	ELECTRICITY	3,379.76	20,684.02	36,500.00	15,815.98	56.7
40-45-6455	EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
40-45-6520	BUILDING MAINT	106.00	3,217.27	3,000.00	(217.27)	107.2
40-45-6530	TELEPHONE	1,592.89	7,581.71	17,000.00	9,418.29	44.6
40-45-6534	PLANT CHEMICALS & SUPPLIES	3,976.47	18,338.90	35,000.00	16,661.10	52.4
40-45-6551	ADMIN & BILLING	2,517.33	15,012.67	25,500.00	10,487.33	58.9
40-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	29,000.00	29,000.00	.00	100.0
40-45-6574		.00	8,032.67	12,000.00	3,967.33	66.9
40-45-6580	FUEL & OIL	1,291.99	3,801.18	10,000.00	6,198.82	38.0
40-45-6667	STORM DAMAGE REPAIR	,		500.00	500.00	.0
		.00	.00			
40-45-6690 40-45-6745	VEHICLE MAINT, SUPP & REP REQUIRED TESTING	1,033.47	1,367.36	15,000.00	13,632.64	9.1
		.00	3,725.00	7,000.00	3,275.00	53.2
40-45-6750	SYSTEM MAINT & SUPP	9,077.11	50,187.09	100,000.00	49,812.91	50.2
40-45-6831	DUES	.00	.00	3,200.00	3,200.00	.0
40-45-6850	ATTORNEY	.00	1,185.00	5,000.00	3,815.00	23.7
40-45-6851	ENGINEERING	.00	19,174.25	25,000.00	5,825.75	76.7
	TRAVEL & TRAINING-STAFF	2,517.98	4,402.98	8,000.00	3,597.02	55.0
40-45-6945 40-45-6951	METER READERS ORDINANCE ENFORCEMENT	273.05 .00	3,803.65 .00	10,100.00 500.00	6,296.35 500.00	37.7 .0
	TOTAL MATERIALS & SERVICES	25,766.05	189,513.75	343,300.00	153,786.25	55.2
	TO THE MINI ENTINES & SERVICES					
	CAPITAL OUTLAY					
40-47-7601	IMPROVEMENT & NEW LINES	.00	1,244.04	3,000,000.00	2,998,755.96	.0
40-47-7602	WATER FACILITIES CAP OUTLAY	29,287.10	82,124.09	235,000.00	152,875.91	35.0
40-47-7603	PUBLIC WORKS MOBILE EQUIPMENT	.00	14,774.42	15,000.00	225.58	98.5
	TOTAL CAPITAL OUTLAY	29,287.10	98,142.55	3,250,000.00	3,151,857.45	3.0

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40.49.7000	CONTINGENCY	00	00	644 000 00	644 099 00	0
40-48-7999	CONTINGENCY - WTR	.00	.00	644,988.00	644,988.00	.0
	TOTAL CONTINGENCY	.00	.00	644,988.00	644,988.00	.0
40-49-8027 40-49-8045	TRANSFERS TO - CC - CH OPERATING TO -WMP FUND	.00 .00	22,500.00 50,000.00	45,000.00 100,000.00	22,500.00 50,000.00	50.0 50.0
	TOTAL TRANSFERS	.00	72,500.00	145,000.00	72,500.00	50.0
	TOTAL FUND EXPENDITURES	114,794.04	717,537.99	5,089,908.00	4,372,370.01	14.1
	NET REVENUE OVER EXPENDITURES	(98,319.16)	80,784.62	(930,971.00)	(1,011,755.62)	8.7

WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
42-36-4120	OTHER INCOME INTEREST INCOME	3,911.10	30,618.13	31,000.00	381.87	98.8
	TOTAL OTHER INCOME	3,911.10	30,618.13	31,000.00	381.87	98.8
	TRANSFERS					
42-39-4030	TIF - WATER OP	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL TRANSFERS	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL FUND REVENUE	3,911.10	80,618.13	131,000.00	50,381.87	61.5

WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
42-47-7555	WMP - IMPLIMENTATION PROJECTS	.00	8,640.97	450,000.00	441,359.03	1.9
	TOTAL CAPITAL OUTLAY	.00	8,640.97	450,000.00	441,359.03	1.9
	TOTAL FUND EXPENDITURES	.00	8,640.97	450,000.00	441,359.03	1.9
	NET REVENUE OVER EXPENDITURES	3,911.10	71,977.16	(319,000.00)	(390,977.16)	22.6

81 WATER REVENUE BOND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
43-49-8023	TO - WTR OPERATING	.00	68.00	137.00	69.00	49.6
	TOTAL DEBT SERVICE	.00	68.00	137.00	69.00	49.6
	TOTAL FUND EXPENDITURES	.00	68.00	137.00	69.00	49.6
	NET REVENUE OVER EXPENDITURES	.00	(68.00)	(137.00)	(69.00)	(49.6)

WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
47-34-4550	WATER DEBT REVENUE	434.01	77,767.85	150,000.00	72,232.15	51.9
	TOTAL UTILITY BILLING	434.01	77,767.85	150,000.00	72,232.15	51.9
	OTHER INCOME					
47-36-4120	INTEREST INCOME	2,897.37	20,677.29	2,700.00	(17,977.29)	765.8
	TOTAL OTHER INCOME	2,897.37	20,677.29	2,700.00	(17,977.29)	765.8
	TOTAL FUND REVENUE	3,331.38	98,445.14	152,700.00	54,254.86	64.5

WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
	DEBT SERVICE					
47-49-8512	NEDONNA BEACH WTR LINE - PRINC	.00	.00	205,000.00	205,000.00	.0
47-49-8520	WATER PLANT DS - PRINC	.00	30,000.00	30,000.00	.00	100.0
47-49-8521	WATER PLANT DS - INT		7,650.00	7,650.00	.00	100.0
	TOTAL DEBT SERVICE	.00	37,650.00	242,650.00	205,000.00	15.5
	TOTAL FUND EXPENDITURES	.00	37,650.00	242,650.00	205,000.00	15.5
	NET REVENUE OVER EXPENDITURES	3,331.38	60,795.14	(89,950.00)	(150,745.14)	67.6

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
49-36-4120	INTEREST INCOME	2,712.01	19,602.22	3,300.00	(16,302.22)	594.0
	TOTAL OTHER INCOME	2,712.01	19,602.22	3,300.00	(16,302.22)	594.0
	WATER SDC FEES					
49-38-4935	REIMB FEES - WTR SDC FUND	552.00	4,416.00	9,800.00	5,384.00	45.1
49-38-4940	IMP FEES - WTR SDC FND	5,925.00	41,475.00	80,000.00	38,525.00	51.8
	TOTAL WATER SDC FEES	6,477.00	45,891.00	89,800.00	43,909.00	51.1
	TOTAL FUND REVENUE	9,189.01	65,493.22	93,100.00	27,606.78	70.4

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
49-47-7880	CONT MAT - IMP WTR	.00	958.00	337,799.00	336,841.00	.3
49-47-7885	CONT MAT - REIMB WTR	.00	.00	157,151.00	157,151.00	.0
	TOTAL CAPITAL OUTLAY	.00	958.00	494,950.00	493,992.00	.2
	TOTAL FUND EXPENDITURES	.00	958.00	494,950.00	493,992.00	.2
	NET REVENUE OVER EXPENDITURES	9,189.01	64,535.22	(401,850.00)	(466,385.22)	16.1

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
50-34-4640	SEWER SERVICE BASE	974.96	406,775.79	780,000.00	373,224.21	52.2
50-34-4650	NEW SEWER CONNECTIONS	.00	11,540.00	17,250.00	5,710.00	66.9
50-34-4660	SEWER MASTER PLAN	131.03	41,684.26	82,000.00	40,315.74	50.8
	TOTAL UTILITY BILLING	1,105.99	460,000.05	879,250.00	419,249.95	52.3
	OTHER INCOME					
50-36-4120	INTEREST INCOME	3,335.95	29,629.34	34,000.00	4,370.66	87.2
50-36-4150	MISC RECEIPTS - SEWER	.00	8,035.42	1,000.00	(7,035.42)	803.5
	TOTAL OTHER INCOME	3,335.95	37,664.76	35,000.00	(2,664.76)	107.6
	TOTAL FUND REVENUE	4,441.94	497,664.81	914,250.00	416,585.19	54.4

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEDOONNEL GEDVIGEO					
	PERSONNEL SERVICES					
50-41-5055	MAINT WORKER WAGES	7,497.97	61,657.31	90,100.00	28,442.69	68.4
50-41-5056	EXTRA LABOR WAGES	.00	.00	10,000.00	10,000.00	.0
50-41-5057	OFFICE ASST WAGE	11,180.46	84,919.17	147,500.00	62,580.83	57.6
50-41-5058	SUPER PUB WORKS	3,339.49	25,380.00	42,080.00	16,700.00	60.3
50-41-5059	PLANT OP WAGES	5,098.81	35,348.73	64,400.00	29,051.27	54.9
50-41-5064	STANDBY - SEWER	.00	.00	2,100.00	2,100.00	.0
50-41-5065	OVERTIME SEWER	263.30	1,539.91	5,950.00	4,410.09	25.9
50-41-5075	ACCRUED VAC - COMP TIME	.00	.00	5,000.00	5,000.00	.0
50-41-5082	CITY MANAGER WAGES	1,166.80	8,577.89	14,255.00	5,677.11	60.2
50-41-5085	MAYOR & COUNCIL STIPEND	75.00	525.00	1,386.00	861.00	37.9
50-41-5152	PAYROLL EXP - SEWER	25,982.74	123,398.74	291,600.00	168,201.26	42.3
	TOTAL PERSONNEL SERVICES	54,604.57	341,346.75	674,371.00	333,024.25	50.6
	MATERIALS & SERVICES					
50-45-6110	ELECTRICITY - SEWER	2,737.79	17,232.12	33,500.00	16,267.88	51.4
50-45-6455	EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520	BLDG MAINT - SEWER	179.99	2,879.99	4,900.00	2,020.01	58.8
50-45-6530	TELEPHONE & TELEMETRY	369.53	4,113.87	6,900.00	2,786.13	59.6
50-45-6534	PLANT CHEMICALS & SUP	9,400.42	38,882.85	65,000.00	26,117.15	59.8
50-45-6551	ADMIN & BILLING	1,407.56	13,899.44	30,800.00	16,900.56	45.1
50-45-6570	INS - VEHICLE, LIAB, EQUIP, BL	.00	44,000.00	44,000.00	.00	100.0
50-45-6574	AUDIT - SEWER	.00	8,034.67	12,000.00	3,965.33	67.0
50-45-6580	FUEL & OIL	1,291.99	3,801.18	15,000.00	11,198.82	25.3
50-45-6690	VEHICLE MAINT, SUP & REP	1,261.19	6,891.61	15,000.00	8,108.39	45.9
50-45-6740	I & I WORK	5,065.84	16,841.84	26,000.00	9,158.16	64.8
50-45-6745	REQUIRED TESTING	.00	.00	2,000.00	2,000.00	.0
50-45-6750	SYSTEM MAINT & SUPPLY	13,958.61	35,160.25	80,000.00	44,839.75	44.0
50-45-6831	DUES	.00	.00	1,200.00	1,200.00	.0
50-45-6850	ATTORNEY	.00	.00	2,800.00	2,800.00	.0
50-45-6851	ENGINEERING	.00	6,461.75	48,000.00	41,538.25	13.5
50-45-6915	TRAVEL & TRAINING - STAFF	2,505.50	2,505.50	6,000.00	3,494.50	41.8
50-45-6945	METER READERS	273.04	3,803.63	14,000.00	10,196.37	27.2
50-45-6951	ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
	TOTAL MATERIALS & SERVICES	38,451.46	204,508.70	408,600.00	204,091.30	50.1
	CAPITAL OUTLAY					
50-47-7602	PW MOBILE EQUIP REPLACE PLAN	.00	14,774.42	15,000.00	225.58	98.5
	TOTAL CAPITAL OUTLAY	.00	14,774.42	15,000.00	225.58	98.5

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONTINGENCY					
50-48-7999	CONTINGENCY - SEWER	.00	.00	164,696.00	164,696.00	.0
	TOTAL CONTINGENCY	.00	.00	164,696.00	164,696.00	.0
	TRANSFERS					
50-49-8027	TRNSFR TO - GF CH OPERATING	.00	22,500.00	45,000.00	22,500.00	50.0
50-49-8033	TRNSFR TO - SEWER MASTER PLAN	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL TRANSFERS	.00	63,500.00	127,000.00	63,500.00	50.0
	TOTAL FUND EXPENDITURES	93,056.03	624,129.87	1,389,667.00	765,537.13	44.9
	NET REVENUE OVER EXPENDITURES	(88,614.09)	(126,465.06)	(475,417.00)	(348,951.94)	(26.6)

SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
52-36-4120	OTHER INCOME INTEREST INCOME	2,505.47	15,413.41	18,000.00	2,586.59	85.6
	TOTAL OTHER INCOME	2,505.47	15,413.41	18,000.00	2,586.59	85.6
	TRANSFERS					
52-39-4032	TRNSFR IN - FROM SEWER OPER	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL TRANSFERS	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL FUND REVENUE	2,505.47	56,413.41	100,000.00	43,586.59	56.4

SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
52-47-7555	WWMP-IMPLIMENTATION PROJECTS	.00	5,724.00	335,000.00	329,276.00	1.7
	TOTAL CAPITAL OUTLAY	.00	5,724.00	335,000.00	329,276.00	1.7
	TOTAL FUND EXPENDITURES	.00	5,724.00	335,000.00	329,276.00	1.7
	NET REVENUE OVER EXPENDITURES	2,505.47	50,689.41	(235,000.00)	(285,689.41)	21.6

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
56-34-4650	UTILITY BILLING SEWER DEBT REVENUE	408.40	129,925.17	254,640.00	124,714.83	51.0
	TOTAL UTILITY BILLING	408.40	129,925.17	254,640.00	124,714.83	51.0
	OTHER INCOME					
56-36-4120	INTEREST INCOME	3,245.75	23,248.67	13,500.00	(9,748.67)	172.2
	TOTAL OTHER INCOME	3,245.75	23,248.67	13,500.00	(9,748.67)	172.2
	TOTAL FUND REVENUE	3,654.15	153,173.84	268,140.00	114,966.16	57.1

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
56-49-8510 56-49-8511	WW OUTFALL LOAN PRINCIPLE WW-OUTFALL LOAN INTEREST	.00 .00	205,000.00 3,075.00	205,000.00 3,075.00	.00.	100.0 100.0
00 10 0011	TOTAL DEBT SERVICE	.00	208,075.00	208,075.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	208,075.00	208,075.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	3,654.15	(54,901.16)	60,065.00	114,966.16	(91.4)

SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
59-36-4120	OTHER INCOME INTEREST INCOME	6,183.31	45,426.74	3,000.00	(42,426.74)	1514.2
39-30-4120	INTEREST INCOME		45,420.74	3,000.00	(42,420.74)	1314.2
	TOTAL OTHER INCOME	6,183.31	45,426.74	3,000.00	(42,426.74)	1514.2
	FEES					
59-38-4935	REIMB FEES - SEWER SDC	.00	8,868.00	20,000.00	11,132.00	44.3
59-38-4940	IMP FEES - SEWER SDC	.00	21,795.00	55,000.00	33,205.00	39.6
	TOTAL FEES	.00	30,663.00	75,000.00	44,337.00	40.9
	TOTAL FUND REVENUE	6,183.31	76,089.74	78,000.00	1,910.26	97.6

SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
59-45-6050	CONT MAT - REIMB SWR SDC	.00	.00	435,732.00	435,732.00	.0
59-45-6051	CONT MAT - IMP SWR	.00	.00	996,933.00	996,933.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	1,432,665.00	1,432,665.00	.0
	TOTAL FUND EXPENDITURES		.00	1,432,665.00	1,432,665.00	.0
	NET REVENUE OVER EXPENDITURES	6,183.31	76,089.74	(1,354,665.00)	(1,430,754.74)	5.6

TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROOM TAX REVENUES					
80-31-4709	TRT-PENALTY-INT DELINQUENT RPT	2,219.25	.00	.00	.00	.0
80-31-4710	TRT REVENUE 5%	649,929.04	963,067.49	1,200,000.00	236,932.51	80.3
80-31-4711	TRT REVENUE 2% - ADV	259,971.61	385,185.73	480,000.00	94,814.27	80.3
80-31-4712	TRT REVENUE 2% - CTY	259,971.61	385,187.09	480,000.00	94,812.91	80.3
80-31-4713	TRT REVENUE 1% - CTY	129,985.81	192,372.94	240,000.00	47,627.06	80.2
80-31-4714	DELINQUENT TRT REV COLLECTIONS	(2,219.25)	337.75	.00	(337.75)	.0
	TOTAL ROOM TAX REVENUES	1,299,858.07	1,926,151.00	2,400,000.00	473,849.00	80.3
	OTHER INCOME					
80-36-4120	INTEREST INCOME - TRT	7,280.59	31,494.94	13,750.00	(17,744.94)	229.1
	TOTAL OTHER INCOME	7,280.59	31,494.94	13,750.00	(17,744.94)	229.1
	TOTAL FUND REVENUE	1,307,138.66	1,957,645.94	2,413,750.00	456,104.06	81.1

TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
80-45-6533	ADVERTISING - MEDIA AGT	3,832.42	110,043.22	210,000.00	99,956.78	52.4
80-45-6534	ADVERTISING - WEBSITE CTY	.00	20,012.15	170,000.00	149,987.85	11.8
80-45-6535	ADVERTISING/TOURISM AGT	.00	.00	60,000.00	60,000.00	.0
80-45-6536	ROCKAWAY LIONS EVENTS	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	FIREWORKS AND 4TH OF JULY	15,000.00	33,471.16	75,000.00	41,528.84	44.6
80-45-6538	TOURISM PROMO AND FACILITIES	.00	9,437.00	333,535.00	324,098.00	2.8
	TOTAL MATERIALS & SERVICES	18,832.42	174,181.53	850,535.00	676,353.47	20.5
	TRANSFERS					
80-49-8024	TO - GF POLICE	.00	167,200.00	334,400.00	167,200.00	50.0
80-49-8025	TO - GENERAL FUND	.00	49,200.00	98,400.00	49,200.00	50.0
80-49-8026	TO - FIRE TRK RES	.00	60,500.00	121,000.00	60,500.00	50.0
80-49-8036	TO - P & E RESERVE	.00	329,200.00	658,400.00	329,200.00	50.0
80-49-8041	TO - ROADS & STREETS	.00	184,200.00	368,400.00	184,200.00	50.0
80-49-8044	TO - GF CITY BEAUTIF	.00	2,500.00	5,000.00	2,500.00	50.0
80-49-8046	TO - GF FIRE	.00	167,200.00	334,400.00	167,200.00	50.0
	TOTAL TRANSFERS	.00	960,000.00	1,920,000.00	960,000.00	50.0
	TOTAL FUND EXPENDITURES	18,832.42	1,134,181.53	2,770,535.00	1,636,353.47	40.9
	NET REVENUE OVER EXPENDITURES	1,288,306.24	823,464.41	(356,785.00)	(1,180,249.41)	230.8

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUES & RESOURCES					
10-31-4010	CUR YR PROP TX - GEN FUND	4,082.81	473,524.80	479,850.00	6,325.20	98.7
10-31-4010	DELINQUENT PROP TAX REVENUE	634.14	5,655.93	5,494.00	(161.93)	103.0
10-31-4040	LIQUOR TAX - OLCC	2,981.22	18,264.18	30,325.00	12,060.82	60.2
10-31-4050	CIGARETTE TAX	59.69	618.13	1,065.00	446.87	58.0
10-31-4060	OTHER TAX REVENUE	.00	20,835.88	35,000.00	14,164.12	59.5
	TOTAL REVENUES & RESOURCES	7,757.86	518,898.92	551,734.00	32,835.08	94.1
	GRANTS, LOANS & BONDS					
10-33-4175	GRANTS - GENERAL FUND MISC	.00	.00	35,000.00	35,000.00	.0
10-33-4185	STATE REVENUE SHARING	7,462.27	19,097.09	28,000.00	8,902.91	68.2
	TOTAL GRANTS, LOANS & BONDS	7,462.27	19,097.09	63,000.00	43,902.91	30.3
	FEES & SERVICES					
	TEES & SERVICES					
10-34-4060	FRANCHISE FEES	24,559.26	56,797.58	390,500.00	333,702.42	14.5
10-34-4065	BUSINESS LICENSES	(563.50)	13,931.50	.00	(13,931.50)	.0
10-34-4066	STR LICENSE FEES	(500.00)	267,607.23	.00	(267,607.23)	.0
10-34-4080	PERMITS, BLDG TILL CO PORTION	.00	423.00	.00	(423.00)	.0
10-34-4085	LAND USE-ORDINANCE FEES-PERMIT	.00	8,418.25	20,500.00	12,081.75	41.1
10-34-4141	CIVIC/COMM CENTER RENT	125.00	939.58	1,000.00	60.42	94.0
10-34-4142	FIRST FLOOR RENT-HLTH DEPT	946.00	7,568.00	11,500.00	3,932.00	65.8
10-34-4145 10-34-4146	CC-REFUNDABLE DEPOSITS	99.58	.00	100.00	100.00	.0 22.8
10-34-4146	HEALTH DEPT UTILITY REIMB	99.56	697.06	3,060.00	2,362.94	
	TOTAL FEES & SERVICES	24,666.34	356,382.20	426,660.00	70,277.80	83.5
	FIRE DEPARTMENT	·				
10-35-4091	NEDONNA FIRE DIST	.00	34,000.00	30,000.00	(4,000.00)	113.3
10-35-4091	TWIN ROCKS WATER DISTRICT	.00	.00	10,000.00	(4,000.00) 10,000.00	.0
10-35-4092	OR STATE FORESTRY DEPT	500.00	500.00	500.00	.00	100.0
10-35-4185	FIRE PERMITS	.00	.00	50.00	50.00	.0
10-35-4186	EMERGENCY SERVICES FEE	.00	63,378.36	125,000.00	61,621.64	50.7
	TOTAL FIRE DEPARTMENT	500.00	97,878.36	165,550.00	67,671.64	59.1
	OTHER REVENUES					
10-36-4120	INTEREST ON INVESTED FUNDS	.00	76,110.85	193,000.00	116,889.15	39.4
10-36-4150	MISC RCPTS - GEN FUND	.23	12,025.25	10,000.00	(2,025.25)	120.3
10-36-4190	SURPLUS PROPERTY SALES	.00	.00	500.00	500.00	.0
	TOTAL OTHER REVENUES	.23	88,136.10	203,500.00	115,363.90	43.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	POLICE DEPARTMENT					
10-37-4100	CITATIONS - FINES & FORFEITS	301.35	3,387.07	7,140.00	3,752.93	47.4
	TOTAL POLICE DEPARTMENT	301.35	3,387.07	7,140.00	3,752.93	47.4
	TRANSFERS					
10-39-4030	TIF - TRT POLICE	.00	167,200.00	334,400.00	167,200.00	50.0
10-39-4032	TIF -SEWER OP	.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4035	TIF - DEBT SERVICE RESERVE	.00	114,700.00	229,400.00	114,700.00	50.0
10-39-4036	TIF- TRT-GF PW CAP OUT PROJECT	.00	7,200.00	14,400.00	7,200.00	50.0
10-39-4037	TIF - CC	.00	22,500.00	45,000.00	22,500.00	50.0
10-39-4038	TIF- TRT-GF PW CAP OUTLAY PROJ	.00	10,000.00	20,000.00	10,000.00	50.0
10-39-4052	TIF - TRT-CTY BEAUTIF	.00	2,500.00	5,000.00	2,500.00	50.0
10-39-4053	TIF - TRT FIRE DEPT	.00	167,200.00	334,400.00	167,200.00	50.0
10-39-4055	TIF - TRT USDA LOAN	.00	32,000.00	64,000.00	32,000.00	50.0
	TOTAL TRANSFERS	.00	545,800.00	1,091,600.00	545,800.00	50.0
	TOTAL FUND REVENUE	40,688.05	1,629,579.74	2,509,184.00	879,604.26	64.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	POLICE DEPARTMENT					
10-45-6550	MATERIALS SUPPLIES	.00	158,798.82	668,392.00	509,593.18	23.8
	TOTAL POLICE DEPARTMENT		158,798.82	668,392.00	509,593.18	23.8
	FIRE DEPARTMENT					
10-46-5052	FIRE CHIEF WAGES	8,957.88	71,663.09	113,000.00	41,336.91	63.4
10-46-5053	FIREFIGHTERS	10,906.70	109,117.18	176,000.00	66,882.82	62.0
10-46-5054	OVERTIME-FIRE DEPARTMENT	322.98	7,137.18	5,000.00	(2,137.18)	142.7
10-46-5061	VOLUNTEER FIRE FIGHTER BONUS	5,249.52	39,901.59	42,000.00	2,098.41	95.0
10-46-5062	RECORD KEEPING & TRAINING	125.00	1,000.00	2,500.00	1,500.00	40.0
10-46-5152	PAYROLL EXPENSES - FIRE	13,854.85	118,688.41	200,000.00	81,311.59	59.3
10-46-6110	ELECTRICITY	.00	2,126.55	3,800.00	1,673.45	56.0
10-46-6530	TELEPHONE & TECHNOLOGY	952.92	18,877.94	12,000.00	(6,877.94)	157.3
10-46-6535	MEDICAL	.00	1,134.07	10,500.00	9,365.93	10.8
10-46-6555	SUPPLIES, GEAR & SERVICES	1,789.92	12,556.62	32,500.00	19,943.38	38.6
10-46-6557	EMERGENCY MANAGEMENT SUPPLIES	587.50	4,709.46	7,500.00	2,790.54	62.8
10-46-6570	INS- VEHICLE, LIAB, EQUIP, BLD	.00	19,500.54	28,000.00	8,499.46	69.6
10-46-6580	FUEL & OIL	327.02	3,367.96	10,000.00	6,632.04	33.7
10-46-6582	ELECTRONIC REP-MAINT	.00	.00	1,500.00	1,500.00	.0
10-46-6630	FIRE BLDG MAINT	214.82	1,113.32	15,000.00	13,886.68	7.4
10-46-6660	SAFETY TRAINING & FIRST AID	104.94	4,123.74	22,000.00	17,876.26	18.7
10-46-6670	REQUIRED EQUIP TESTING	(5,617.50)	4,908.75	10,000.00	5,091.25	49.1
10-46-6690	VEHICLE MAINT, SUP & REP	53.50	4,069.55	15,000.00	10,930.45	27.1
	TOTAL FIRE DEPARTMENT	37,830.05	423,995.95	706,300.00	282,304.05	60.0

		PERIOD ACTUAL YTD AC		BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
	ADMINISTRATION					
10-48-5057	OFFICE ASSISTANT	13,094.47	96,365.75	132,000.00	35,634.25	73.0
10-48-5065	OVERTIME - CITY HALL	.00	.00	1,200.00	1,200.00	.0
10-48-5075	ACCRUED VACATION - ADMIN	.00	.00	5,000.00	5,000.00	.0
10-48-5082	CITY MANAGER	8,167.57	68,212.79	99,760.00	31,547.21	68.4
10-48-5085	MAYOR & COUNCIL STIPEND	152.00	1,077.00	1,400.00	323.00	76.9
10-48-5152	PAYROLL EXP - ADMIN	10,650.56	102,196.47	167,000.00	64,803.53	61.2
10-48-6410	PLANNING & ZONING	372.50	52,819.37	10,000.00	(42,819.37)	528.2
10-48-6440	REFUNDABLE DEPOSITS	.00	805.00	200.00	(605.00)	402.5
10-48-6530	TELEPHONE	392.87	3,306.05	5,800.00	2,493.95	57.0
10-48-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	22,224.98	22,000.00	(224.98)	101.0
10-48-6571	TECHNOLOGY & DATA PROCESSING	2,049.91	41,819.55	65,000.00	23,180.45	64.3
10-48-6577	ORDINANCE UPDATE	.00	1,543.67	4,000.00	2,456.33	38.6
10-48-6596	EMERGENCY SERVICES EXPENSE	.00	.00	1,000.00	1,000.00	.0
10-48-6666	CITY BEAUTIFICATION	.00	.00	3,000.00	3,000.00	.0
10-48-6830	CITY HALL OPERATIONS	1,467.27	23,550.01	66,000.00	42,449.99	35.7
10-48-6831	DUES-CITY, OFFICIALS & STAFF	.00	1,640.68	3,500.00	1,859.32	46.9
10-48-6835	BANK FEES	.00	7,276.92	2,000.00	(5,276.92)	363.9
10-48-6840	COURT COSTS	.00	.00	100.00	100.00	.0
10-48-6850	ATTORNEY	.00	37,467.50	71,978.00	34,510.50	52.1
10-48-6870	AUDIT & BOND	.00	8,705.91	9,500.00	794.09	91.6
10-48-6880	ADVERTISING	910.80	3,750.15	2,000.00	(1,750.15)	187.5
10-48-6890	STATIONERY & SUPPLIES	826.49	3,793.92	10,000.00	6,206.08	37.9
10-48-6915	TRAVEL & TRAIN-STAFF	100.00	4,658.84	8,000.00	3,341.16	58.2
10-48-6920	BLDG MAINT-CTY HALL	904.00	7,439.48	18,000.00	10,560.52	41.3
10-48-6931	COUNCIL EXPENSE	.00	844.34	3,750.00	2,905.66	22.5
10-48-6932	CITY MANAGER FUND	.00	812.85	750.00	(62.85)	108.4
10-48-6954	COMMUNITY GRANTS	.00	.00	75,000.00	75,000.00	.0
10-48-8000	GENERAL FUND CAPITAL PROJECTS	.00	.00	20,000.00	20,000.00	.0
10-48-8041	TO - ROADS/STREETS, FRANCHISE	.00	25,000.00	50,000.00	25,000.00	50.0
10-48-8044	TO -FIRE EQUIPMENT RESERVE	.00	22,500.00	45,000.00	22,500.00	50.0
10-48-8046	TO - ECONOMIC STABILITY RES FD	.00	229,900.00	459,800.00	229,900.00	50.0
10-48-8518	DEBT SVC - GF LOANS & DEBT SVC	1,819.55	77,813.70	140,000.00	62,186.30	55.6
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	TOTAL ADMINISTRATION	40,907.99	845,524.93	1,502,738.00	657,213.07	56.3
	PARKS & REC					
10-49-5152	PAYROLL EXP	.00	(2,505.01)	.00	2,505.01	.0
	TOTAL PARKS & REC	.00	(2,505.01)	.00	2,505.01	.0
	CONTINGENCY					
10-52-7999	CONTINGENCY - GF	.00	.00	295,870.00	295,870.00	.0
	TOTAL CONTINGENCY	.00	.00	295,870.00	295,870.00	.0

	PERI	OD ACTUAL	YTD ACTUAL		BUDGET	UNE	XPENDED	PCNT
TOTAL FUND EXPENDITURES		78,738.04	1,425,814.69		3,173,300.00		1,747,485.31	44.9
NET REVENUE OVER EXPENDITURES	(38,049.99)	203,765.05	(664,116.00)	(867,881.05)	30.7
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FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
14-36-4120	OTHER INCOME INTEREST INCOME	.00	9,754.10	2,100.00	(7,654.10)	464.5
	TOTAL OTHER INCOME	.00	9,754.10	2,100.00	(7,654.10)	464.5
	TRANSFERS					
14-39-4026 14-39-4030	TIF - GF TIF - TRT	.00	22,500.00 60,500.00	45,000.00 121,000.00	22,500.00 60,500.00	50.0
	TOTAL TRANSFERS	.00	83,000.00	166,000.00	83,000.00	50.0
	TOTAL FUND REVENUE	.00	92,754.10	168,100.00	75,345.90	55.2

FIRE EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	FIRE DEPARTMENT					
14-47-7621	FIRE EQUIP & CAPITAL OUTLAY	.00	54,763.39	165,000.00	110,236.61	33.2
14-47-7625	FIRE TRUCK	.00	86,775.75	90,000.00	3,224.25	96.4
	TOTAL FIRE DEPARTMENT	.00	141,539.14	255,000.00	113,460.86	55.5
	TOTAL FUND EXPENDITURES	.00	141,539.14	255,000.00	113,460.86	55.5
	NET REVENUE OVER EXPENDITURES	.00	(48,785.04)	(86,900.00)	(38,114.96)	(56.1)

LOAN PAYMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 48					
16-48-4032	TO -GENERAL FUND	.00	114,700.00	229,400.00	114,700.00	50.0
	TOTAL DEPARTMENT 48	.00	114,700.00	229,400.00	114,700.00	50.0
	TOTAL FUND EXPENDITURES	.00	114,700.00	229,400.00	114,700.00	50.0
	NET REVENUE OVER EXPENDITURES	.00	(114,700.00)	(229,400.00)	(114,700.00)	(50.0)

ECONOMIC STABILITY RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
17-36-4120	INTEREST INCOME	.00	2,358.68	5,000.00	2,641.32	47.2
	TOTAL OTHER INCOME	.00	2,358.68	5,000.00	2,641.32	47.2
	TRANSFERS					
17-39-4030	TIF - GEN FND	.00	229,900.00	459,800.00	229,900.00	50.0
	TOTAL TRANSFERS	.00	229,900.00	459,800.00	229,900.00	50.0
	TOTAL FUND REVENUE	.00	232,258.68	464,800.00	232,541.32	50.0
	NET REVENUE OVER EXPENDITURES	.00	232,258.68	464,800.00	232,541.32	50.0

PROJECT & EQUIP RESERVE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	SOURCE 33					
21-33-4184	GRANTS: TOURISM FACILITIES	.00	.00	75,000.00	75,000.00	.0
	TOTAL SOURCE 33	.00	.00	75,000.00	75,000.00	.0
	OTHER INCOME					
21-36-4120	INTEREST INCOME	.00	19,921.64	3,000.00	(16,921.64)	664.1
	TOTAL OTHER INCOME	.00	19,921.64	3,000.00	(16,921.64)	664.1
	TRANSFERS IN					
21-39-4030	TIF - TRT	.00	329,200.00	658,400.00	329,200.00	50.0
	TOTAL TRANSFERS IN	.00	329,200.00	658,400.00	329,200.00	50.0
	TOTAL FUND REVENUE	.00	349,121.64	736,400.00	387,278.36	47.4

PROJECT & EQUIP RESERVE

		PERI	OD ACTUAL	YTD ACTUAL		BUDGET	U	NEXPENDED	PCNT
	CAPITAL OUTLAY								
21-47-7577	TOURISM CAPITAL PROJECTS	(51.13)	289,420.00		2,000,000.00		1,710,580.00	14.5
	TOTAL CAPITAL OUTLAY	(51.13)	289,420.00		2,000,000.00		1,710,580.00	14.5
	TOTAL FUND EXPENDITURES	(51.13)	289,420.00		2,000,000.00		1,710,580.00	14.5
	NET REVENUE OVER EXPENDITURES		51.13	59,701.64	(1,263,600.00)	(1,323,301.64)	4.7

ROADS & STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
30-31-2985 30-31-4340	STATE REVENUE RESTRICTED BIKE PATHS ODOT STATE STREET - DMV - REVENUE TOTAL STATE REVENUE	110.34 10,923.79 11,034.13	839.66 83,126.36 83,966.02	1,190.00 119,000.00 120,190.00	350.34 35,873.64 36,223.98	70.6 69.9 69.9
30-33-4182	GRANTS GRANTS & REIM- ROADS & STREETS	.00	.00	250,000.00	250,000.00	.0
	TOTAL GRANTS	.00	.00	250,000.00	250,000.00	.0
30-36-4120	OTHER REVENUE INTEREST INCOME	.00	22,103.82	31,000.00	8,896.18	71.3
	TOTAL OTHER REVENUE	.00	22,103.82	31,000.00	8,896.18	71.3
	TRANSFERS					
30-39-4030	TIF - TRT	.00	184,200.00	368,400.00	184,200.00	50.0
30-39-4038	TIF - GEN FND	.00	25,000.00	50,000.00	25,000.00	50.0
	TOTAL TRANSFERS	.00	209,200.00	418,400.00	209,200.00	50.0
	TOTAL FUND REVENUE	11,034.13	315,269.84	819,590.00	504,320.16	38.5

ROADS & STREETS

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
30-41-5055	MAINT WKR WAGES	5,854.83	67,512.14	91,000.00	23,487.86	74.2
30-41-5056	EXTRA LABOR	.00	.00	5,000.00	5,000.00	.0
30-41-5058	SUPER OF PUBLIC WORKS	834.87	7,179.87	10,520.00	3,340.13	68.3
30-41-5065	OVERTIME	.00	5.84	5,600.00	5,594.16	.1
	ACCRUED VAC - RDS & STS	.00	.00	2,000.00	2,000.00	.0
30-41-5082	CTY MANAGER - RDS & STS	1,166.79	9,744.68	14,252.00	4,507.32	68.4
30-41-5152	PAYROLL EXP - RDS & STS	4,346.03	51,499.79	91,000.00	39,500.21	56.6
	TOTAL PERSONNEL SERVICES	12,202.52	135,942.32	219,372.00	83,429.68	62.0
	MATERIALS & SERVICES					
30-45-6125	ELECTRIC-STLITES-WYSD-CTYPRKS	38.83	2,033.03	4,600.00	2,566.97	44.2
30-45-6130	WAYSIDE & PARKS	2,127.99	19,312.51	42,000.00	22,687.49	46.0
30-45-6131		230.00	2,748.59	10,000.00	7,251.41	27.5
30-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	8,000.00	8,000.00	.00.	100.0
	STREET LIGHTS	2,844.00	11,554.45	25,000.00	13,445.55	46.2
	FUEL & OIL	218.01	2,285.31	7,000.00	4,714.69	32.7
	PARKING LEASE	1,023.38	2,796.98	1,600.00	(1,196.98)	174.8
	DRAINAGE & FLOOD CONTROL	577.00	2,989.68	10,000.00	7,010.32	29.9
30-45-6610	SIDEWALKS, CURBS & FOOTPATHS	30.14	1,530.14	9,300.00	7,769.86	16.5
30-45-6620	STREET SIGNS	153.90	5,451.33	3,000.00	(2,451.33)	181.7
30-45-6667 30-45-6690	STORM DAMAGE REPAIR VEHICLE MAINT, SUPP & REP	.00 541.03	2,350.00 12,222.98	1,000.00 15,000.00	(1,350.00) 2,777.02	235.0 81.5
30-45-6800	ROADS, MATERIALS & SUPPLIES	27.26	25,164.70	33,500.00	8,335.30	75.1
	TOTAL MATERIALS & SERVICES	7,811.54	98,439.70	170,000.00	71,560.30	57.9
	CAPITAL OUTLAY					
	CAPITAL GOTLAT					
30-47-7502	RDS-STS IMPROVEMENT PROJECTS	.00	.00	450,000.00	450,000.00	.0
30-47-7506	RDS-STS: CAPITAL IMPROV PLAN	.00	2,161.00	50,000.00	47,839.00	4.3
30-47-7508	RDS-STS PW STORMWATER PROJECTS		8,358.59	35,000.00	26,641.41	23.9
	TOTAL CAPITAL OUTLAY	.00	10,519.59	535,000.00	524,480.41	2.0
	CONTINGENCY					
30-48-7999	CONTINGENCY - ROADS	.00	.00	137,906.00	137,906.00	.0
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	TOTAL CONTINGENCY		.00	137,906.00	137,906.00	.0
	TOTAL FUND EXPENDITURES	20,014.06	244,901.61	1,062,278.00	817,376.39	23.1
	NET REVENUE OVER EXPENDITURES	(8,979.93)	70,368.23	(242,688.00)	(313,056.23)	29.0

TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
39-36-4120	INTEREST INCOME	.00	6,621.44	1,800.00	(4,821.44)	367.9
	TOTAL OTHER INCOME	.00	6,621.44	1,800.00	(4,821.44)	367.9
	FEES					
39-38-4940	IMP FEES - TRANSPORT SDC	.00	3,600.00	18,000.00	14,400.00	20.0
	TOTAL FEES	.00	3,600.00	18,000.00	14,400.00	20.0
	TOTAL FUND REVENUE	.00	10,221.44	19,800.00	9,578.56	51.6

TRANSPORTATION SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
39-47-7880	CONT MAT - IMP TRANS	.00	.00	242,519.00	242,519.00	.0
	TOTAL CAPITAL OUTLAY	.00	.00.	242,519.00	242,519.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	242,519.00	242,519.00	.0
	NET REVENUE OVER EXPENDITURES	.00	10,221.44	(222,719.00)	(232,940.44)	4.6

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	REVENUE					
40-34-4540	WATER SERVICE BASE	.00	654,036.72	1,215,000.00	560,963.28	53.8
40-34-4550	NEW WATER CONNECTIONS	300.00	14,730.00	25,500.00	10,770.00	57.8
40-34-4560	WATER MASTER PLAN	.00	38,912.21	76,500.00	37,587.79	50.9
	TOTAL REVENUE	300.00	707,678.93	1,317,000.00	609,321.07	53.7
	INTEREST & MISC					
40-36-4120	INT - WATER OP	.00	72,262.65	16,000.00	(56,262.65)	451.6
40-36-4150	MISC RCPTS - WTR OP FUND	.00	18,613.03	2,825,800.00	2,807,186.97	.7
	TOTAL INTEREST & MISC	.00	90,875.68	2,841,800.00	2,750,924.32	3.2
	SOURCE 39					
40-39-4047	TIF- FM WATER REVENUE BOND	.00	68.00	137.00	69.00	49.6
	TOTAL SOURCE 39	.00	68.00	137.00	69.00	49.6
	TOTAL FUND REVENUE	300.00	798,622.61	4,158,937.00	3,360,314.39	19.2

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
40 44 5054	OODE ENFORCEMENT	00	00	0.500.00	0.500.00	•
40-41-5054	CODE ENFORCEMENT	.00	.00	3,500.00	3,500.00	.0
40-41-5055	MAINT WKR WAGE - WATER OP	6,031.77	69,552.50	109,504.00	39,951.50	63.5
40-41-5056	EXTRA LABOR - WTR OP	.00	.00	10,000.00	10,000.00	.0
40-41-5057	OFFICE ASSISTANT WAGES - WTR O	13,249.81	98,169.54	147,500.00	49,330.46	66.6
40-41-5058	SUPER PUB WKS - WTR OP	4,174.36	35,899.37	52,600.00	16,700.63	68.3
40-41-5059	PLANT OPERATOR - WATER OP	5,052.81	40,401.58	64,500.00	24,098.42	62.6
40-41-5064	STAND BY - WTR	.00	.00	1,750.00	1,750.00	.0
40-41-5065	OVERTIME - WTR OP	202.54	1,742.63	14,000.00	12,257.37	12.5
40-41-5067	EMERGENCY SERVICES	.00	.00	1,000.00	1,000.00	.0
40-41-5075	ACCRUED VAC - WATER OP	.00	.00	5,000.00	5,000.00	.0
40-41-5082	CTY MANAGER - WTR OP	1,166.79	9,744.68	14,250.00	4,505.32	68.4
40-41-5085	MAYOR & COUNCIL STIPEND	99.00	624.00	1,470.00	846.00	42.5
40-41-5152	PAYROLL EXP - WTR OP	15,678.26	146,902.73	299,000.00	152,097.27	49.1
	TOTAL PERSONNEL SERVICES	45,655.34	403,037.03	724,074.00	321,036.97	55.7
	MATERIALS & SERVICES					
40-45-6110	ELECTRICITY	36.00	20,720.02	36,500.00	15,779.98	56.8
40-45-6455	EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
40-45-6520	BUILDING MAINT	215.60	3,432.87	3,000.00	(432.87)	114.4
40-45-6530	TELEPHONE	471.25	8,052.96	17,000.00	8,947.04	47.4
40-45-6534	PLANT CHEMICALS & SUPPLIES	1,162.60	19,501.50	35,000.00	15,498.50	55.7
40-45-6551	ADMIN & BILLING	977.66	15,990.33	25,500.00	9,509.67	62.7
40-45-6570	INS-VEHICLE, LIAB, EQUIP, BLDG	.00	29,000.00	29,000.00	.00	100.0
40-45-6574	AUDIT	.00	8,032.67	12,000.00	3,967.33	66.9
40-45-6580	FUEL & OIL	408.77	4,209.95	10,000.00	5,790.05	42.1
40-45-6667	STORM DAMAGE REPAIR	.00	.00	500.00	500.00	.0
40-45-6690	VEHICLE MAINT, SUPP & REP	1,100.00	2,467.36	15,000.00	12,532.64	16.5
40-45-6745	REQUIRED TESTING	.00	3,725.00	7,000.00	3,275.00	53.2
40-45-6750	SYSTEM MAINT & SUPP	8,180.57	58,367.66	100,000.00	41,632.34	58.4
40-45-6831	DUES	.00	.00	3,200.00	3,200.00	.0
40-45-6850	ATTORNEY	.00	1,185.00	5,000.00	3,815.00	23.7
40-45-6851	ENGINEERING	2,220.29	21,394.54	25,000.00	3,605.46	85.6
	TRAVEL & TRAINING-STAFF	24.05	4,427.03	8,000.00	3,572.97	55.3
40-45-6945	METER READERS	839.00	4,642.65	10,100.00	5,457.35	46.0
40-45-6951	ORDINANCE ENFORCEMENT	.00	.00	500.00	500.00	.0
	TOTAL MATERIALS & SERVICES	15,635.79	205,149.54	343,300.00	138,150.46	59.8
	CARITAL OLITI AV					
	CAPITAL OUTLAY					
40-47-7601	IMPROVEMENT & NEW LINES	.00	1,244.04	3,000,000.00	2,998,755.96	.0
40-47-7602	WATER FACILITIES CAP OUTLAY	3,760.00	85,884.09	235,000.00	149,115.91	36.6
40-47-7603	PUBLIC WORKS MOBILE EQUIPMENT	.00	14,774.42	15,000.00	225.58	98.5
	TOTAL CAPITAL OUTLAY	3,760.00	101,902.55	3,250,000.00	3,148,097.45	3.1

WATER OPERATING

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONTINGENCY					
40-48-7999	CONTINGENCY - WTR	.00	.00	627,534.00	627,534.00	.0
	TOTAL CONTINGENCY	.00	.00	627,534.00	627,534.00	.0
	TRANSFERS					
40-49-8027	TO - CC - CH OPERATING	.00	22,500.00	45,000.00	22,500.00	50.0
40-49-8045	TO -WMP FUND	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL TRANSFERS	.00	72,500.00	145,000.00	72,500.00	50.0
	TOTAL FUND EXPENDITURES	65,051.13	782,589.12	5,089,908.00	4,307,318.88	15.4
	NET REVENUE OVER EXPENDITURES	(64,751.13)	16,033.49	(930,971.00)	(947,004.49)	1.7

WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
42-36-4120	OTHER INCOME INTEREST INCOME	.00	30,618.13	31,000.00	381.87	98.8
	TOTAL OTHER INCOME	.00	30,618.13	31,000.00	381.87	98.8
	TRANSFERS					
42-39-4030	TIF - WATER OP	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL TRANSFERS	.00	50,000.00	100,000.00	50,000.00	50.0
	TOTAL FUND REVENUE	.00	80,618.13	131,000.00	50,381.87	61.5

WATER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
42-47-7555	WMP - IMPLIMENTATION PROJECTS	.00	8,640.97	450,000.00	441,359.03	1.9
	TOTAL CAPITAL OUTLAY	.00	8,640.97	450,000.00	441,359.03	1.9
	TOTAL FUND EXPENDITURES	.00	8,640.97	450,000.00	441,359.03	1.9
	NET REVENUE OVER EXPENDITURES	.00	71,977.16	(319,000.00)	(390,977.16)	22.6

81 WATER REVENUE BOND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
43-49-8023	TO - WTR OPERATING	.00	68.00	137.00	69.00	49.6
	TOTAL DEBT SERVICE	.00	68.00	137.00	69.00	49.6
	TOTAL FUND EXPENDITURES	.00	68.00	137.00	69.00	49.6
	NET REVENUE OVER EXPENDITURES	.00	(68.00)	(137.00)	(69.00)	(49.6)

WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
47-34-4550	WATER DEBT REVENUE	.00	77,767.85	150,000.00	72,232.15	51.9
	TOTAL UTILITY BILLING	.00	77,767.85	150,000.00	72,232.15	51.9
	OTHER INCOME					
47-36-4120	INTEREST INCOME	.00	20,677.29	2,700.00	(17,977.29)	765.8
	TOTAL OTHER INCOME	.00	20,677.29	2,700.00	(17,977.29)	765.8
	TOTAL FUND REVENUE	.00	98,445.14	152,700.00	54,254.86	64.5

WATER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
47-49-8512	NEDONNA BEACH WTR LINE - PRINC	.00	.00	205,000.00	205,000.00	.0
47-49-8520	WATER PLANT DS - PRINC	.00	30,000.00	30,000.00	.00	100.0
47-49-8521	WATER PLANT DS - INT	.00	7,650.00	7,650.00	.00	100.0
	TOTAL DEBT SERVICE	.00	37,650.00	242,650.00	205,000.00	15.5
	TOTAL FUND EXPENDITURES	.00	37,650.00	242,650.00	205,000.00	15.5
	NET REVENUE OVER EXPENDITURES	.00	60,795.14	(89,950.00)	(150,745.14)	67.6

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
49-36-4120	INTEREST INCOME	.00	19,602.22	3,300.00	(16,302.22)	594.0
	TOTAL OTHER INCOME	.00	19,602.22	3,300.00	(16,302.22)	594.0
	WATER SDC FEES					
49-38-4935	REIMB FEES - WTR SDC FUND	552.00	4,968.00	9,800.00	4,832.00	50.7
49-38-4940	IMP FEES - WTR SDC FND	5,925.00	47,400.00	80,000.00	32,600.00	59.3
	TOTAL WATER SDC FEES	6,477.00	52,368.00	89,800.00	37,432.00	58.3
	TOTAL FUND REVENUE	6,477.00	71,970.22	93,100.00	21,129.78	77.3

WATER SDC FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
49-47-7880	CONT MAT - IMP WTR	.00	958.00	337,799.00	336,841.00	.3
49-47-7885	CONT MAT - REIMB WTR	.00	.00	157,151.00	157,151.00	.0
	TOTAL CAPITAL OUTLAY	.00	958.00	494,950.00	493,992.00	.2
	TOTAL FUND EXPENDITURES	.00	958.00	494,950.00	493,992.00	.2
	NET REVENUE OVER EXPENDITURES	6,477.00	71,012.22	(401,850.00)	(472,862.22)	17.7

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
50-34-4640	SEWER SERVICE BASE	.00	406,775.79	780,000.00	373,224.21	52.2
50-34-4650	NEW SEWER CONNECTIONS	.00	11,540.00	17,250.00	5,710.00	66.9
50-34-4660	SEWER MASTER PLAN	.00	41,684.26	82,000.00	40,315.74	50.8
	TOTAL UTILITY BILLING	.00	460,000.05	879,250.00	419,249.95	52.3
	OTHER INCOME					
50-36-4120	INTEREST INCOME	.00	29,629.34	34,000.00	4,370.66	87.2
50-36-4150	MISC RECEIPTS - SEWER	.00	8,035.42	1,000.00	(7,035.42)	803.5
	TOTAL OTHER INCOME	.00	37,664.76	35,000.00	(2,664.76)	107.6
	TOTAL FUND REVENUE	.00	497,664.81	914,250.00	416,585.19	54.4

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PERSONNEL SERVICES					
50-41-5055	MAINT WORKER WAGES	5,854.83	67,512.14	107,554.00	40,041.86	62.8
50-41-5056	EXTRA LABOR WAGES	.00	.00	10,000.00	10,000.00	.0
50-41-5057	OFFICE ASST WAGE	13,249.82	98,168.99	147,500.00	49,331.01	66.6
50-41-5058	SUPER PUB WORKS	3,339.49	28,719.49	42,080.00	13,360.51	68.3
50-41-5059	PLANT OP WAGES	5,052.83	40,401.56	64,400.00	23,998.44	62.7
50-41-5064	STANDBY - SEWER	.00	.00	2,100.00	2,100.00	.0
50-41-5065	OVERTIME SEWER	202.54	1,742.45	5,950.00	4,207.55	29.3
50-41-5075	ACCRUED VAC - COMP TIME	.00	.00	5,000.00	5,000.00	.0
50-41-5082	CITY MANAGER WAGES	1,166.79	9,744.68	14,255.00	4,510.32	68.4
50-41-5085	MAYOR & COUNCIL STIPEND	99.00	624.00	1,386.00	762.00	45.0
50-41-5152	PAYROLL EXP - SEWER	15,090.94	138,489.68	291,600.00	153,110.32	47.5
	TOTAL PERSONNEL SERVICES	44,056.24	385,402.99	691,825.00	306,422.01	55.7
	MATERIALS & SERVICES					
50-45-6110	ELECTRICITY - SEWER	.00	17,232.12	33,500.00	16,267.88	51.4
50-45-6455	EMERGENCY MANAGEMENT	.00	.00	1,000.00	1,000.00	.0
50-45-6520	BLDG MAINT - SEWER	.00	2,879.99	4,900.00	2,020.01	58.8
50-45-6530	TELEPHONE & TELEMETRY	177.69	4,291.56	6,900.00	2,608.44	62.2
50-45-6534	PLANT CHEMICALS & SUP	.00	38,882.85	65,000.00	26,117.15	59.8
50-45-6551	ADMIN & BILLING	977.74	14,877.18	30,800.00	15,922.82	48.3
50-45-6570	INS - VEHICLE, LIAB, EQUIP, BL	.00	44,000.00	44,000.00	.00	100.0
50-45-6574	AUDIT - SEWER	.00	8,034.67	12,000.00	3,965.33	67.0
50-45-6580	FUEL & OIL	408.77	4,209.95	15,000.00	10,790.05	28.1
50-45-6690	VEHICLE MAINT, SUP & REP	110.21	7,001.82	15,000.00	7,998.18	46.7
50-45-6740	I & I WORK	.00	16,841.84	26,000.00	9,158.16	64.8
50-45-6745	REQUIRED TESTING	.00	.00	2,000.00	2,000.00	.0
50-45-6750	SYSTEM MAINT & SUPPLY	5,369.44	40,529.69	80,000.00	39,470.31	50.7
50-45-6831	DUES	.00	.00	1,200.00	1,200.00	.0
50-45-6850	ATTORNEY	.00	.00	2,800.00	2,800.00	.0
50-45-6851	ENGINEERING	2,699.29	9,161.04	48,000.00	38,838.96	19.1
50-45-6915	TRAVEL & TRAINING - STAFF	932.79	3,438.29	6,000.00	2,561.71	57.3
50-45-6945	METER READERS	839.00	4,642.63	14,000.00	9,357.37	33.2
50-45-6951	ORDINANCE ENFORCEMENT		.00	500.00	500.00	.0
	TOTAL MATERIALS & SERVICES	11,514.93	216,023.63	408,600.00	192,576.37	52.9
	CAPITAL OUTLAY					
50-47-7602	PW MOBILE EQUIP REPLACE PLAN	.00	14,774.42	15,000.00	225.58	98.5
	TOTAL CAPITAL OUTLAY	.00	14,774.42	15,000.00	225.58	98.5

SEWER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONTINGENCY					
50-48-7999	CONTINGENCY - SEWER	.00	.00	147,242.00	147,242.00	.0
	TOTAL CONTINGENCY	.00	.00	147,242.00	147,242.00	.0
	TRANSFERS					
50-49-8027	TRNSFR TO - GF CH OPERATING	.00	22,500.00	45,000.00	22,500.00	50.0
50-49-8033	TRNSFR TO - SEWER MASTER PLAN	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL TRANSFERS	.00	63,500.00	127,000.00	63,500.00	50.0
	TOTAL FUND EXPENDITURES	55,571.17	679,701.04	1,389,667.00	709,965.96	48.9
	NET REVENUE OVER EXPENDITURES	(55,571.17)	(182,036.23)	(475,417.00)	(293,380.77)	(38.3)

SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
52-36-4120	INTEREST INCOME	.00	15,413.41	18,000.00	2,586.59	85.6
	TOTAL OTHER INCOME		15,413.41	18,000.00	2,586.59	85.6
	TRANSFERS					
52-39-4032	TRNSFR IN - FROM SEWER OPER	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL TRANSFERS	.00	41,000.00	82,000.00	41,000.00	50.0
	TOTAL FUND REVENUE	.00	56,413.41	100,000.00	43,586.59	56.4

SEWER MASTER PLAN

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL OUTLAY					
52-47-7555	WWMP-IMPLIMENTATION PROJECTS	.00	5,724.00	335,000.00	329,276.00	1.7
	TOTAL CAPITAL OUTLAY	.00	5,724.00	335,000.00	329,276.00	1.7
	TOTAL FUND EXPENDITURES	.00	5,724.00	335,000.00	329,276.00	1.7
	NET REVENUE OVER EXPENDITURES	.00	50,689.41	(235,000.00)	(285,689.41)	21.6

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	UTILITY BILLING					
56-34-4650	SEWER DEBT REVENUE	.00	129,925.17	254,640.00	124,714.83	51.0
	TOTAL UTILITY BILLING	.00	129,925.17	254,640.00	124,714.83	51.0
	OTHER INCOME					
56-36-4120	INTEREST INCOME	.00	23,248.67	13,500.00	(9,748.67)	172.2
	TOTAL OTHER INCOME	.00	23,248.67	13,500.00	(9,748.67)	172.2
	TOTAL FUND REVENUE	.00	153,173.84	268,140.00	114,966.16	57.1

SEWER DEBT SERVICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT SERVICE					
56-49-8510	WW OUTFALL LOAN PRINCIPLE	.00	205,000.00	205,000.00	.00	100.0
56-49-8511	WW-OUTFALL LOAN INTEREST	.00	3,075.00	3,075.00	.00	100.0
	TOTAL DEBT SERVICE	.00	208,075.00	208,075.00	.00	100.0
	TOTAL FUND EXPENDITURES	.00	208,075.00	208,075.00	.00	100.0
	NET REVENUE OVER EXPENDITURES	.00	(54,901.16)	60,065.00	114,966.16	(91.4)

SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	OTHER INCOME					
59-36-4120	INTEREST INCOME	.00	45,426.74	3,000.00	(42,426.74)	1514.2
	TOTAL OTHER INCOME		45,426.74	3,000.00	(42,426.74)	1514.2
	FEES					
59-38-4935	REIMB FEES - SEWER SDC	1,478.00	10,346.00	20,000.00	9,654.00	51.7
59-38-4940	IMP FEES - SEWER SDC	2,645.00	24,440.00	55,000.00	30,560.00	44.4
	TOTAL FEES	4,123.00	34,786.00	75,000.00	40,214.00	46.4
	TOTAL FUND REVENUE	4,123.00	80,212.74	78,000.00	(2,212.74)	102.8

SEWER SDC

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
59-45-6050	CONT MAT - REIMB SWR SDC	.00	.00	435,732.00	435,732.00	.0
59-45-6051	CONT MAT - IMP SWR	.00	.00	996,933.00	996,933.00	.0
	TOTAL MATERIALS & SERVICES	.00	.00	1,432,665.00	1,432,665.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	1,432,665.00	1,432,665.00	.0
	NET REVENUE OVER EXPENDITURES	4,123.00	80,212.74	(1,354,665.00)	(1,434,877.74)	5.9

TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ROOM TAX REVENUES					
80-31-4710	TRT REVENUE 5%	.00	963,067.49	1,200,000.00	236,932.51	80.3
80-31-4711	TRT REVENUE 2% - ADV	.00	385,185.73	480,000.00	94,814.27	80.3
80-31-4712	TRT REVENUE 2% - CTY	.00	385,187.09	480,000.00	94,812.91	80.3
80-31-4713	TRT REVENUE 1% - CTY	.00	192,372.94	240,000.00	47,627.06	80.2
80-31-4714	DELINQUENT TRT REV COLLECTIONS	.00	337.75	.00	(337.75)	.0
	TOTAL ROOM TAX REVENUES	.00	1,926,151.00	2,400,000.00	473,849.00	80.3
	OTHER INCOME					
80-36-4120	INTEREST INCOME - TRT	.00	31,494.94	13,750.00	(17,744.94)	229.1
	TOTAL OTHER INCOME	.00	31,494.94	13,750.00	(17,744.94)	229.1
	TOTAL FUND REVENUE	.00	1,957,645.94	2,413,750.00	456,104.06	81.1

TRANSIENT ROOM TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	MATERIALS & SERVICES					
80-45-6533	ADVERTISING - MEDIA AGT	.00	110,043.22	210,000.00	99,956.78	52.4
80-45-6534	ADVERTISING - WEBSITE CTY	.00	20,012.15	170,000.00	149,987.85	11.8
80-45-6535	ADVERTISING/TOURISM AGT	.00	.00	60,000.00	60,000.00	.0
80-45-6536	ROCKAWAY LIONS EVENTS	.00	1,218.00	2,000.00	782.00	60.9
80-45-6537	FIREWORKS AND 4TH OF JULY	16,250.00	49,721.16	75,000.00	25,278.84	66.3
80-45-6538	TOURISM PROMO AND FACILITIES	.00	9,437.00	333,535.00	324,098.00	2.8
	TOTAL MATERIALS & SERVICES	16,250.00	190,431.53	850,535.00	660,103.47	22.4
	TRANSFERS					
80-49-8024	TO - GF POLICE	.00	167,200.00	334,400.00	167,200.00	50.0
80-49-8025	TO - GENERAL FUND	.00	49,200.00	98,400.00	49,200.00	50.0
80-49-8026	TO - FIRE TRK RES	.00	60,500.00	121,000.00	60,500.00	50.0
80-49-8036	TO - P & E RESERVE	.00	329,200.00	658,400.00	329,200.00	50.0
80-49-8041	TO - ROADS & STREETS	.00	184,200.00	368,400.00	184,200.00	50.0
80-49-8044	TO - GF CITY BEAUTIF	.00	2,500.00	5,000.00	2,500.00	50.0
80-49-8046	TO - GF FIRE	.00	167,200.00	334,400.00	167,200.00	50.0
	TOTAL TRANSFERS	.00	960,000.00	1,920,000.00	960,000.00	50.0
	TOTAL FUND EXPENDITURES	16,250.00	1,150,431.53	2,770,535.00	1,620,103.47	41.5
	NET REVENUE OVER EXPENDITURES	(16,250.00)	807,214.41	(356,785.00)	(1,163,999.41)	226.3

Rockaway Beach Fire Rescue

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



March 4, 2025

Honorable Mayor, City Council and City Manager of Rockaway Beach

Fire Department Council Report:

The following is a summary of the activities and operations of the Rockaway Beach Fire Rescue Department for the month of February 2025.

The Department responded to or participated in 59 events during the month of February 2025, the breakdown is listed below.

911 calls for Service: 33	Trainings	12	Non-Emer	raent: 14	
27- Medical	Fire Oper		5- Beach		
0- Fire Alarm	EMT Class		2- Public		
3- Structure Fire	EVOC		2- Lift Assist		
0- Water Rescue	Firefighter 1		1- Burn Complaints		
2- MVA			4- Radio call-ins		
0- Outside Fire				Assignments	
1-Vehicle Fire				. resigninon (
Year to Date	2021	2022	2023	2024	2025
911 Calls	44	74	78	41	72
Non-Emergent	22	28	26	19	23
Trainings	8	21	24	13	24
Total	74	123	128	85	119

Training update- The department focused February Thursday night training on Fire Operations, EVOC and EMT class. March training will focus on Water Rescue, EMT class and FF1 academy.

During the month of February crews were on the beach 5 times providing information to citizens and visitors. The Department continues to work with State Parks to better coordinate our safety and enforcement actions on the Beach.

	February	YTD
Fire safety\Educational Moments-	0	0
Water Safety Messages\Out of Water-	0\0-person	0/0
Stickers to kids-	0	0
Educational signs reset-	0	0
Education Signs Replaced-	0	0
Fires extinguished-	0	0
Volunteer Hours	0	0

Volunteers are still needed for our Emergency Management teams, please sign -up if you are interested. CERT class training opportunity will be held this spring if anyone is interested. The March preparedness meeting was on Pet First Aid. Emergency Management continues to grow and become more organized. If anyone is interested in joining Preparedness, CERT or the Radio group please see Captain Grace or Chief Hesse for more information.

Crews are preparing for Spring Break and the upcoming summer season. Goals to improve our training for water rescue, and medical responses are being met. Work continues to prepare for an update of our ISO rating, this will occur after the delivery of the ladder truck.

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

Respectfully submitted,

Todd Hesse Fire Chief

Rockaway Beach Fire Rescue

TILLAMOOK COUNTY SHERIFF'S OFFICE

CONSERVATORS OF THE PEACE

Sheriff Joshua Brown

Rockaway Beach Patrol

Month of February 2025

February kept pace with January as far as criminal cases went. Deputies spent a few overtime shifts during the National Click It or Ticket campaign enforcing seat belt use. A few dozen contacts were made during these shifts, with education regarding proper seat belt use being the focus.

Notable calls for service this month include a report of theft of license plates in the Lake Lytle area. This case is still open.

A hit and run that resulted in the death of a domestic animal was investigated. A suspect has been identified, this case will be forwarded to the appropriate agency for adjudication.

A male local to Tillamook was arrested on an outstanding warrant.

A report of menacing between students was reported having taken place on a school bus. This case has been forwarded to the appropriate agencies. The school district was heavily involved and extremely helpful. Strong community partnerships allow these types of incidents to be investigated thoroughly and help maintain a safe community and schools.

March will bring about the spring break season. There will be large numbers of people visiting for a few weeks in a row near the end of the month. Be prepared for the influx of travelers to impact local travel and businesses.

Other call numbers are noted in the statistics report provided.

Undersheriff Matt Kelly

Incident Address City	Incident Date And Time	Incident Type	Incident Unit ID
Rockaway Beach	02/01/2025 08:42:30	Alarm	230
Rockaway Beach	02/01/2025 13:59:09	Traffic Stop	220
Rockaway Beach	02/01/2025 14:14:13	Traffic Stop	220
Rockaway Beach	02/01/2025 14:22:09	Civil Service	216
Rockaway Beach	02/01/2025 14:22:09	Civil Service	215
Rockaway Beach	02/01/2025 14:33:36	Civil Service	216
Rockaway Beach	02/01/2025 14:35:49	Traffic Stop	220
Rockaway Beach	02/01/2025 14:35:49	Traffic Stop	215
Rockaway Beach	02/01/2025 15:06:52	Traffic Stop	220
Rockaway Beach	02/01/2025 15:16:53	Traffic Stop	220
Rockaway Beach	02/01/2025 15:31:00	Traffic Stop	220
Rockaway Beach	02/01/2025 16:14:04	Traffic Stop	220
Rockaway Beach	02/02/2025 01:11:24	Suspicious	220
Rockaway Beach	02/02/2025 10:56:38	BUSINESS CHECK	210
Rockaway Beach	02/02/2025 11:33:17	Traffic Stop	210
Rockaway Beach	02/02/2025 12:42:48	Home Check	210
Rockaway Beach	02/02/2025 15:59:10	7	210
Rockaway Beach	02/03/2025 02:00:59	Suspicious	225
Rockaway Beach	02/03/2025 11:36:43	Follow Up	210
Rockaway Beach	02/03/2025 11:44:26	Follow Up	210
Rockaway Beach	02/03/2025 14:13:32	Assist	210
Rockaway Beach	02/03/2025 17:03:19	Civil	225
Rockaway Beach	02/03/2025 20:59:53	Traffic Stop	225
Rockaway Beach	02/03/2025 23:04:57	Traffic Stop	225
Rockaway Beach	02/04/2025 12:42:00	Speed Enforcement	210
Rockaway Beach	02/04/2025 14:45:00	BUSINESS CHECK	210
Rockaway Beach	02/04/2025 15:12:06	Assist	210
Rockaway Beach	02/04/2025 15:20:21	Traffic Stop	210
Rockaway Beach	02/04/2025 21:57:30	BUSINESS CHECK	225
Rockaway Beach	02/05/2025 12:50:30	Traffic Stop	210
Rockaway Beach	02/05/2025 12:57:19	Unwanted	210
Rockaway Beach	02/05/2025 12:57:19	Unwanted	215
Rockaway Beach	02/05/2025 14:11:05	Speed Enforcement	210
Rockaway Beach	02/06/2025 07:12:13	Traffic Stop	210
Rockaway Beach	02/06/2025 09:22:34	Traffic Stop	210
Rockaway Beach	02/06/2025 09:53:20	Traffic Stop	210
Rockaway Beach	02/06/2025 10:10:48	Man Down	210
Rockaway Beach	02/06/2025 10:10:48	Man Down	215
Rockaway Beach	02/06/2025 11:14:31	Traffic Stop	210
Rockaway Beach	02/06/2025 11:21:50	Traffic Stop	210
Rockaway Beach	02/06/2025 11:41:49	Traffic Stop	215
Rockaway Beach	02/06/2025 11:45:53	Traffic Stop	210
Rockaway Beach	02/06/2025 12:48:12	Traffic Stop	210

Rockaway Beach	02/06/2025 12:59:10	Traffic Stop	210
Rockaway Beach	02/06/2025 13:14:39	Traffic Stop	210
Rockaway Beach	02/06/2025 13:52:19	Traffic Stop	210
Rockaway Beach	02/06/2025 14:17:24	Traffic Stop	210
Rockaway Beach	02/06/2025 14:35:55	Traffic Stop	215
Rockaway Beach	02/06/2025 14:41:42	Traffic Stop	210
Rockaway Beach	02/06/2025 14:45:22	Traffic Stop	215
Rockaway Beach	02/06/2025 15:09:24	Traffic Stop	210
Rockaway Beach	02/06/2025 15:18:48	Traffic Stop	210
Rockaway Beach	02/06/2025 15:27:16	Traffic Stop	215
Rockaway Beach	02/06/2025 15:36:47	Traffic Stop	210
Rockaway Beach	02/06/2025 15:48:14	Traffic Stop	215
Rockaway Beach	02/06/2025 15:48:48	Traffic Stop	210
Rockaway Beach	02/06/2025 16:06:44	Follow Up	215
Rockaway Beach	02/06/2025 16:15:49	Traffic Stop	210
Rockaway Beach	02/06/2025 16:34:39	Traffic Stop	210
Rockaway Beach	02/06/2025 21:08:28	Incom 911	220
Rockaway Beach	02/07/2025 15:08:50	Traffic Stop	220
Rockaway Beach	02/07/2025 16:21:12	MVA/Non-injury	215
Rockaway Beach	02/08/2025 13:00:22	Traffic	215
Rockaway Beach	02/08/2025 13:14:18	Traffic Stop	213
Rockaway Beach	02/08/2025 13:50:28	Traffic Stop	215
Rockaway Beach	02/08/2025 15:22:21	Traffic Stop	220
Rockaway Beach	02/08/2025 15:49:01	Traffic Stop	220
Rockaway Beach	02/08/2025 16:00:39	Traffic Stop	220
Rockaway Beach	02/08/2025 16:23:05	Traffic Stop	220
Rockaway Beach	02/08/2025 16:36:28	Traffic Stop	220
Rockaway Beach	02/08/2025 16:37:07	Traffic Stop	215
Rockaway Beach	02/08/2025 16:47:48	Traffic Stop	220
Rockaway Beach	02/08/2025 16:54:52	Traffic Stop	215
Rockaway Beach	02/08/2025 20:35:11	Welfare check	215
Rockaway Beach	02/08/2025 21:06:39	BUSINESS CHECK	215
Rockaway Beach	02/08/2025 21:12:04	BUSINESS CHECK	215
Rockaway Beach	02/09/2025 10:39:45	Welfare check	210
Rockaway Beach	02/09/2025 11:18:56	Follow Up	210
Rockaway Beach	02/09/2025 11:55:04	Pursuit	210
Rockaway Beach	02/09/2025 11:55:04	Pursuit	224
Rockaway Beach	02/09/2025 11:55:04	Pursuit	213
Rockaway Beach	02/09/2025 13:35:35	BUSINESS CHECK	210
Rockaway Beach	02/09/2025 15:40:13	BUSINESS CHECK	210
Rockaway Beach	02/09/2025 16:17:12	Home Check	210
Rockaway Beach	02/09/2025 20:12:40	Civil Service	225
Rockaway Beach	02/10/2025 01:09:43	Contact	225
Rockaway Beach	02/10/2025 01:23:27	Contact	225

Rockaway Beach	02/10/2025 12:43:07	Speed Enforcement	210
Rockaway Beach	02/10/2025 12:57:44	Traffic Stop	210
Rockaway Beach	02/10/2025 13:28:35	Traffic Stop	210
Rockaway Beach	02/10/2025 15:37:57	Speed Enforcement	210
Rockaway Beach	02/10/2025 15:55:29	Traffic Stop	210
Rockaway Beach	02/10/2025 16:44:53	Follow Up	211
Rockaway Beach	02/10/2025 16:44:53	Follow Up	210
Rockaway Beach	02/10/2025 16:51:16	Medical	210
Rockaway Beach	02/10/2025 20:16:17	Traffic Stop	225
Rockaway Beach	02/11/2025 04:48:53	Alarm	210
Rockaway Beach	02/11/2025 07:53:58	Home Check	210
Rockaway Beach	02/11/2025 08:19:52	Speed Enforcement	210
Rockaway Beach	02/11/2025 09:34:42	Home Check	214
Rockaway Beach	02/11/2025 11:19:29	Traffic Stop	210
Rockaway Beach	02/11/2025 11:26:36	Follow Up	210
Rockaway Beach	02/11/2025 11:32:23	Traffic Stop	210
Rockaway Beach	02/11/2025 12:05:17	Follow Up	210
Rockaway Beach	02/11/2025 12:50:54	Assist	210
Rockaway Beach	02/11/2025 13:25:14	Follow Up	210
Rockaway Beach	02/11/2025 13:28:04	Juvenile	210
Rockaway Beach	02/11/2025 20:20:18	UEMV	225
Rockaway Beach	02/11/2025 22:49:45	BUSINESS CHECK	225
Rockaway Beach	02/12/2025 10:21:20	Follow Up	210
Rockaway Beach	02/12/2025 11:11:09	Juvenile .	210
Rockaway Beach	02/12/2025 11:31:16	Follow Up	210
Rockaway Beach	02/12/2025 11:44:35	Follow Up	215
Rockaway Beach	02/12/2025 12:53:28	MVA	210
Rockaway Beach	02/12/2025 13:39:41	Follow Up	210
Rockaway Beach	02/12/2025 14:56:28	Theft	215
Rockaway Beach	02/12/2025 18:01:31	Property	220
Rockaway Beach	02/13/2025 08:29:33	Follow Up	223
Rockaway Beach	02/13/2025 12:11:51	Traffic Stop	215
Rockaway Beach	02/14/2025 00:40:35	BUSINESS CHECK	220
Rockaway Beach	02/14/2025 12:32:07	Assist	215
Rockaway Beach	02/14/2025 14:22:35	Follow Up	218
Rockaway Beach	02/14/2025 14:28:54	10	215
Rockaway Beach	02/14/2025 14:48:11	Contact	215
Rockaway Beach	02/14/2025 19:10:37	80	215
Rockaway Beach	02/14/2025 19:55:00	Contact	215
Rockaway Beach	02/14/2025 20:28:11	Traffic Stop	215
Rockaway Beach	02/14/2025 20:34:16	BUSINESS CHECK	215
Rockaway Beach	02/14/2025 20:41:31	BUSINESS CHECK	215
Rockaway Beach	02/14/2025 21:40:27	BUSINESS CHECK	215
Rockaway Beach	02/14/2025 22:29:28	Traffic Stop	220
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Rockaway Beach	02/15/2025 07:47:33	Hit & Run	221
Rockaway Beach	02/15/2025 07:47:33	Hit & Run	230
Rockaway Beach	02/15/2025 07:47:33	Hit & Run	215
Rockaway Beach	02/15/2025 07:47:33	Traffic Stop	221
Rockaway Beach	02/15/2025 07:47:33	Traffic Stop	230
Rockaway Beach	02/15/2025 07:47:33	Traffic Stop	215
Rockaway Beach	02/15/2025 09:20:32	Traffic Stop	215
Rockaway Beach	02/16/2025 10:43:45	BUSINESS CHECK	210
Rockaway Beach	02/16/2025 11:11:05	Home Check	210
Rockaway Beach	02/16/2025 14:52:41	BUSINESS CHECK	210
Rockaway Beach	02/16/2025 21:27:48	Traffic Stop	228
Rockaway Beach	02/17/2025 10:02:00	Medical	210
Rockaway Beach	02/17/2025 11:38:27	Menacing	210
Rockaway Beach	02/17/2025 12:48:45	Fraud	210
Rockaway Beach	02/17/2025 14:29:45	Assist	214
Rockaway Beach	02/17/2025 18:53:19	Traffic Stop	225
Rockaway Beach	02/17/2025 19:04:12	Traffic Stop	225
Rockaway Beach	02/17/2025 19:20:56	Welfare check	225
Rockaway Beach	02/17/2025 19:59:10	Traffic Stop	225
Rockaway Beach	02/17/2025 22:44:37	BUSINESS CHECK	225
Rockaway Beach	02/17/2025 22:57:40	Contact	225
Rockaway Beach	02/18/2025 04:27:34	Noise	210
Rockaway Beach	02/18/2025 07:19:31	Follow Up	210
Rockaway Beach	02/18/2025 08:02:45	Follow Up	210
Rockaway Beach	02/18/2025 09:33:27	Follow Up	210
Rockaway Beach	02/18/2025 10:31:22	CAMI	223
Rockaway Beach	02/18/2025 11:26:37	Missing Person	210
Rockaway Beach	02/18/2025 12:44:45	Follow Up	210
Rockaway Beach	02/18/2025 13:56:40	Follow Up	210
Rockaway Beach	02/18/2025 19:50:48	Assist	228
Rockaway Beach	02/18/2025 20:18:59	Suspicious	228
Rockaway Beach	02/18/2025 23:53:02	Civil	228
Rockaway Beach	02/19/2025 00:32:40	Welfare check	228
Rockaway Beach	02/19/2025 13:47:42	Assist	215
Rockaway Beach	02/19/2025 20:18:24	Harassment	220
Rockaway Beach	02/20/2025 08:20:59	Court Violation	215
Rockaway Beach	02/20/2025 10:19:02	Follow Up	215
Rockaway Beach	02/20/2025 19:12:34	BUSINESS CHECK	229
Rockaway Beach	02/20/2025 22:08:09	Traffic Stop	220
Rockaway Beach	02/21/2025 12:01:02	Vehicle Fire	215
Rockaway Beach	02/21/2025 18:13:43	Fraud	225
Rockaway Beach	02/21/2025 18:15:29	UEMV	225
Rockaway Beach	02/21/2025 21:49:34	Warrant	225
Rockaway Beach	02/21/2025 23:16:58	Disturbance	225

02/21/2025 23:16:58	Disturbance	229
02/22/2025 01:23:31	BUSINESS CHECK	225
02/23/2025 11:50:40	BUSINESS CHECK	210
02/23/2025 12:37:08	Home Check	210
02/23/2025 14:17:58	Road Hazard	210
02/23/2025 14:56:08	BUSINESS CHECK	210
02/23/2025 15:51:34	Contact	210
02/23/2025 19:53:18	Suspicious	228
02/23/2025 21:16:46	Contact	228
02/24/2025 13:55:54	Follow Up	210
02/24/2025 16:40:34	Info	210
02/24/2025 17:33:03	Follow Up	225
02/24/2025 23:16:26	Traffic Stop	228
02/25/2025 01:48:12	Warrant	210
02/25/2025 01:48:12	Warrant	228
02/25/2025 06:29:37	Structure Fire	210
02/25/2025 09:44:33	Home Check	210
02/25/2025 12:49:59	Speed Enforcement	210
02/25/2025 13:23:31	Follow Up	210
02/25/2025 16:56:39	Assist	228
02/26/2025 09:22:05	CAMI	206
02/27/2025 14:17:03	7	215
02/27/2025 14:29:28	Traffic Stop	215
02/27/2025 15:45:13	Suspicious	216
02/27/2025 15:45:13	Suspicious	215
02/27/2025 15:45:13	Suspicious	213
02/28/2025 16:03:44	Incom 911	215
	02/22/2025 01:23:31 02/23/2025 11:50:40 02/23/2025 12:37:08 02/23/2025 14:17:58 02/23/2025 14:56:08 02/23/2025 15:51:34 02/23/2025 19:53:18 02/23/2025 21:16:46 02/24/2025 13:55:54 02/24/2025 16:40:34 02/24/2025 17:33:03 02/24/2025 23:16:26 02/25/2025 01:48:12 02/25/2025 01:48:12 02/25/2025 09:44:33 02/25/2025 13:23:31 02/25/2025 13:23:31 02/25/2025 16:56:39 02/27/2025 14:17:03 02/27/2025 15:45:13 02/27/2025 15:45:13	02/22/2025 01:23:31 BUSINESS CHECK 02/23/2025 11:50:40 BUSINESS CHECK 02/23/2025 12:37:08 Home Check 02/23/2025 14:17:58 Road Hazard 02/23/2025 14:56:08 BUSINESS CHECK 02/23/2025 15:51:34 Contact 02/23/2025 19:53:18 Suspicious 02/23/2025 21:16:46 Contact 02/24/2025 13:55:54 Follow Up 02/24/2025 16:40:34 Info 02/24/2025 17:33:03 Follow Up 02/24/2025 23:16:26 Traffic Stop 02/25/2025 01:48:12 Warrant 02/25/2025 01:48:12 Warrant 02/25/2025 09:44:33 Home Check 02/25/2025 12:49:59 Speed Enforcement 02/25/2025 13:23:31 Follow Up 02/25/2025 14:17:03 7 02/27/2025 14:29:28 Traffic Stop 02/27/2025 15:45:13 Suspicious 02/27/2025 15:45:13 Suspicious 02/27/2025 15:45:13 Suspicious

City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5 Rockaway Beach, OR 97136

(503) 374~1752 FAX (503)374~0601



03/05/2025

Public Works Staff Report

To: Mayor, City Council Members, and City Manager

Water Treatment and Distribution

- Quarterly water samples returned with excellent results.
- Repaired the cooling system in the water plants electrical enclosure.
- Working with TEP (Tillamook Estuaries partnership) to install log jams at jetty creek.
- Addressed multiple water service leaks and main repairs.
 - 1. Replaced leaking meter at 760 N Pacific St.
 - 2. A new water service is installed at 9705 Scenic View Dr.
 - 3. Repaired leak at 26490 Beach Dr.
 - 4. Water service leak 900 blk of Washington St.
 - 5. Water main leak N. 2nd and Beacon St. 4" A/C
 - 6. 17 water shut offs for various reasons.

Wastewater Treatment and Collections

- Water plant generator repairs are still being evaluated (New replacement \$107,000 estimate).
- Power outages caused electrical damage to our digester breaker. Repairs completed.
- Scheduled biobag pumping for city waste, with disposal planned for late summer. Fun fact, during the drying process we manage to grow the best tomatoes in town. Nature sure has a sense of humor!
- Sewer repairs and maintenance
 - 1. Sewer plug at 460 S. Hwy 101
 - 2. Sewer investigation at 285 S. Miller St. contacted owners for emergency repairs.
 - 3. Sewer main break on S. Pacific St. and S. 3rd Ave. JM Excavation made repairs.
 - 4. Zwald cleaned mainlines after repairs were made.
 - 5. Grease was removed from NE 12th lift station.
 - 6. Cleaned manhole at 2nd and Dolphin St.
 - 7. Camera sewer 2nd and Easy for proper measurements.

Roads, Parks and Others

- Addressed potholes, tree maintenance, and sign replacements
 - **1.** Maintenance to the communications building on PVE installed vents and covered holes.
 - 2. Maintenance to spare generator for Communication building.
 - **3.** Trouble shoot heat pump for city hall and health department found problem called for repairs. Staff set up temporary heat in the meantime.
 - **4.** Installed new catch basin N. Miller off N. 3rd St.
 - 5. Getting quotes for Hwy 101 culvert replacement project.

City of Rockaway Beach, Oregon

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



- **6.** Salted sidewalks, City Hall and health dept, post office and closed S. Juniper St.
- 7. Removed low hanging trees on S. 3rd across from the church.
- **8.** Staff responded to maintenance request at the Washington St. crosswalk. Happy to help where we can.
- **9.** Investigate trees at S. Juniper St next to the natures preserve.
- 10. Potholes filled at NE 12th and Lake Blvd.
- 11. Staff repaired dump truck idlers and installed new belt.
- 12. New tires were installed on 2022 ford.
- **13.** While driving to Portland for parts our F-550 had a tire blow out, staff were able to make it to a tire shop for repairs.
- **14.** Responded to power outage February 24th generators deployed at 7:30pm.

Projects

- The Wayside project is so close to completion—just waiting on the final safety handrails to be installed! These handrails, crafted by Pacific Fab and Machine out of Bay City, OR, are truly a work of art. When you see the craftsmanship in the final touches, you'll know it was worth the wait.
- Great things take time, and I want to thank the public for their patience as this longanticipated access comes together. What makes this project even more special is that it's a true hometown effort—Advanced Excavation, the main contractor, Pacific Fab and Machine, the skilled hands behind the handrails, and even myself all walked the same halls at NKN High School at the same time. It's been fun to work alongside former classmates to bring this project to life for the community we grew up in! So, thank you for the opportunity.

Are there any questions

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



City of Rockway Beach, Oregon

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

MEMORANDUM

TO: Rockaway Beach City Council and Luke Shepard, City Manager

FROM: Mary Johnson, City Planner

DATE: March 5, 2025

RE: Planning Department Monthly Report

Rockaway Beach Planning Commission:

The Rockaway Beach Planning Commission met on Thursday February 20, 2025 for their regular meeting. The Commissioners continued their discussion regarding exemptions to the STR cap for accessible Short-Term Rentals. Following the discussion, the Commissioners directed Staff to prepare a draft Ordinance for their consideration at their March meeting.

Jason Maxfield was appointed to serve as the Vice-Chair of the Planning Commission.

Middle Housing Code Update (SB 406):

Cascadia Partners and Staff hosted an Open House on February 26th to gather feedback and share updates on code updates the City will be making to make room for middle housing. At the Open House, Cascadia Partners provided an overview of the project and answered questions of the public.

The project posters are posted in the upstairs meeting room at City Hall to allow for additional feedback from the public.

Cascadia Partners will be at the upcoming March Planning Commission meeting to share the draft code. Public Hearings are tentatively scheduled to be held before the Planning Commission at their April meeting and before City Council at their June meeting.

Salmonberry Trail:

Alta Planning and Design, ODOT and Staff hosted a Q&A with the public on February 19th to gather community feedback on the alignment of the Southern section (South 3rd to Washington) of the trail in Rockaway Beach. Based on the feedback received, the preferred trail alignment would be on the West side of the railroad track in the Port of Tillamook Bay right of way, where STIA holds a lease for the trail construction. Alta will be continuing with the 30% planning and design of the trail using this feedback.

PUBLIC TESTIMONY SUBMITTED FOR MARCH 12, 2025 CITY COUNCIL MEETING

From: Daniel Howlett <

Sent: Tuesday, January 14, 2025 1:18 PM **To:** Melissa Thompson < cityrecorder@corb.us>

Subject: Public Testimony for the council meeting - Ethics Reform

Hi Melissa,

Here is my public testimony:

With the Rockaway Beach city council beginning a new year under a new governing body, now is the perfect time to champion meaningful ethics reform. There are several simple yet impactful steps our city government can take to build trust, improve transparency, and serve our community more effectively:

- 1. **Require Public Job Postings:** Passing an ordinance that mandates all city employment positions be publicly advertised would eliminate the practice of secretive recruitment of staff friends and family. Publicly advertising positions ensures fair competition and guarantees that the most qualified candidates are hired to serve our community. It is shocking that the city manager was hired without submitting a resume.
- 2. **Standardize Public Testimony Processing:** The council should pass an ordinance to establish clear service levels specifying when and how public testimony is processed, distributed, and added to the city website. In the past, testimony has been ignored or posted late—sometimes only after complaints. I personally experienced this twice. This reform would ensure residents' voices are consistently and transparently integrated into decision-making.
- 3. **Institute Term Limits for Citizen Committees:** Enforcing term limits and establishing written procedures for citizen committee members would prevent monopolization of power and encourage fresh perspectives. Currently, vague and inconsistent rules govern how these positions are filled and advertised, leaving the process open to abuse. Term limits would encourage broader participation and prevent undue influence by any single individual.
- 4. **Create a Citizen Oversight Committee:** An independent oversight body is essential to enforce the city charter, resolutions, and ordinances. Such a committee would identify and address corruption, abuse, and inefficiencies, fostering greater accountability.
- 5. **Establish Anonymous Reporting Channels and Whistleblower Protection:** Creating a system for employees and citizens to report unethical behavior or code violations safely, without fear of retaliation, is crucial. Additionally, laws must protect individuals who report unethical behavior from facing retaliation or job loss.
- 6. **Provide Ethics Training:** Requiring regular ethics training for all city officials and employees will ensure everyone understands and adheres to the code of ethics.
- 7. **Evaluate and Update Policies Regularly:** Periodic reviews and updates to ethics policies would allow the city to adapt to emerging challenges and adopt best practices.

These proposals are not radical; they are common-sense reforms designed to create a government that represents and works for the people. By embracing these changes, we can build a more ethical, transparent, and fair city government that our residents deserve.

Now is the time for action. Let's encourage our city council to prioritize ethics reform and set a higher standard for local governance. The future of our community depends on it.

Sincerely, Daniel Howlett Rockaway Beach From: Daniel Howlett <

Sent: Sunday, February 23, 2025 1:29 PM **To:** Melissa Thompson < cityrecorder@corb.us >

Subject: Public Testimony: Support Workforce Housing: Reduce Fees, Encourage Smart Growth

Hi Melissa,

I'd like to submit testimony for the middle housing meeting coming up. The meeting mentions a Q&A, but I won't be able to make it. I'd like this written testimony to be included please:

I'm encouraged to see Rockaway Beach taking steps to address our severe housing shortage. But to make real progress, we must focus on what's most needed: affordable rental units for our service industry workers.

Zoning changes alone won't solve the problem. While the current zoning code allows up to two units per lot, very few apartments are built because of the city's prohibitively high costs. Rockaway Beach has some of the highest system development charges (SDCs) in the state, along with excessive water and sewer hookup fees and ongoing utility costs. If we're serious about workforce housing, we must lower these financial barriers.

Other cities are waiving SDCs for adding residential units and allowing multiple dwellings to share a single water meter, significantly reducing costs. Rockaway Beach should follow suit by cutting fees for multi-family housing and adjusting policies to make development feasible.

The current ordinance, which charges each dwelling unit a flat \$100 per month for water and sewer regardless of usage, needlessly drives up rental costs. In contrast, other cities allow multiple units to share a single meter, significantly lowering expenses and keeping rents more affordable.

The city's comprehensive plan should not only permit middle housing but actively incentivize it.

This means prioritizing development near downtown, where existing infrastructure can support housing without costly new sewer and water extensions. Encouraging smart, clustered growth near public transit also protects wetlands and preserves open space.

In addition, the city should reduce unnecessary regulatory burdens. The current parking requirement of two spaces per unit should be lowered—at least in the downtown core—to make better use of land. Allowing property owners to add units without excessive fees and restrictions would further encourage workforce housing.

Instead of pushing development outward, Rockaway Beach should focus on denser, mixed-use housing near downtown. If we want truly affordable housing, we must make it financially viable to build. I urge city leaders to take direct action—lower fees, reduce barriers, and support the housing our community needs.

Quoted from the Rockaway Beach Comprehensive Plan:

- 4. Cluster developments shall be encouraged, especially in areas with steep slopes, or wetlands, as a means of minimizing the potential adverse impacts of development in such areas. [Policy 4, amended by Ord. 277, Aug. 29, 1990.]
- 5. Cluster developments around Lake Lytle, Crescent Lake and Spring Lake shall be encouraged in order to prevent filling of wetlands, protect riparian vegetation and minimize the impact of development on the visual quality of the lakes. [Policy 5, amended by Ord. 277, Aug. 29, 1990.]

RESOLUTION NO. 2025-12

A RESOLUTION APPROVING THE AWARD OF A CONTRACT FOR CITY ENGINEERING SERVICES

WHEREAS, pursuant to Oregon Administrative Rule (OAR) 137-048-0220, the City solicited proposals via a Request for Proposals ("RFP") for one or more Engineers of Record (City Engineer) to provide engineering services as independent contractors to the City; and

WHEREAS, the City received and reviewed the proposals in response to the RFP for engineer of record and HBH Consulting Engineers, Inc. was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria; and

WHEREAS, the City wishes to award a contract to HBH Consulting Engineers, Inc. as more fully described in the agreement attached as Exhibit 1.

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

Section 1. The City of Rockaway Beach City Council hereby approves the award of a contract for City Engineering Services to HBH Engineering, Inc., attached as Exhibit 1, and authorizes the City Manager to execute the contract.

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

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 12th DAY OF MARCH 2025.

	APPROVED
ATTEST	Charles McNeilly, Mayor
Melissa Thompson, City Recorder	

Resolution No. 2025-12 Page 1 of 1



CITY OF ROCKAWAY BEACH CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between City of Rockaway Beach ("City") and HBH Consulting Engineers, Inc. ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to Oregon Administrative Rule Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded this contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work

Exhibit B - Task Order Form

Exhibit C – Oregon Personal Services Public Contracting Code Requirements

Exhibit D – Request for Proposal

Exhibit E – Engineer's Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, C, A, D, then Exhibit E, in that order.

C. AGREEMENT

1. Term and Authorization to Proceed

1.1 The term of this Contract shall be from its execution to March 12, 2028, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit E to this Contract.

1.2 Execution of this Contract by the parties authorizes Engineer to proceed with the work under the provisions of this Contract, upon issuance of one or more written task work orders by City.

2. Scope of Work

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A through E, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- 2.3 Task Orders. Except for general and recurring services, task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Agreement. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and total compensation that reflects an identified payment methodology, the rates set in Exhibit E, hours, and includes any reimbursables. Task orders that do not meet these requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request Work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work. Engineer shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Engineer shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Engineer performed that Work. Engineer shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

3. Compensation

- 3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.
- 3.2 Invoices.
 - a. Invoices for services of Engineer shall be billed to City on a time and

materials basis in summary form, itemized by projects and/or Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.

b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Engineer Is an Independent Contractor

- 4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.
- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Engineer shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This

Agreement shall not create a partnership or joint venture of any sort between the parties.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Luke Shepard, City Manager

City of Rockaway Beach

P.O. Box 5

Rockaway Beach, OR 97136

Phone: (503) 374-1752

Email: citymanager@corb.us

Engineer: Mathew Del Moro, Treasurer, Principle

HBH Consulting Engineers, Inc.

501 E. First Street Newberg, OR 97132 Phone: 503-554-9553 Fax:503-537-9554

mail@hbh-consulting.com

6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this Section at Engineer's sole cost and expense until such time: (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence; or (2) until City and Engineer mutually agree to allocate the liability.

Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

- 7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:
 - a. Occurrence Form Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

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$2,000,000 – each occurrence (bodily injury)
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\$4,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

\$2,000,000 - umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident. (Proof of coverage will be attached to this Contract).
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail"

- coverage will be required at final completion or termination of this Contract for a duration of two (2) years.
- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this Section.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may not be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

12.2 Intellectual Property.

a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this Section.

- Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

13. Termination or Suspension for Convenience

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this Section, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only if previously approved in writing by City will City pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this Section, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and any previously approved Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Engineer can show good cause beyond its control for the delay.

14. Termination or Suspension for Cause

14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:

- a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

- 15.1 If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, Engineer may terminate this Contract for default after giving City the notice and opportunity to cure required by this Section. Prior to termination for default, Engineer must give City written notice of the breach and of Engineer's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Engineer shall be entitled to payment in accordance with the terms under Section 13.3.

16. Remedies

In the event of termination or breach of this Contract the parties shall have the following remedies:

16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that City determines that the conditions causing

suspension of the Contract are not likely to be rectified in a reasonable amount of time, City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Engineer agrees to remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Engineer is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Engineer and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under Section 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Engineer's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Engineer is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources; Standard or Care

By execution of this Contract, Engineer agrees that:

- 20.1. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the

standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

20.4 City selected Engineer for award of this Agreement because of the special qualifications of Engineer's key personnel identified in Exhibit D (Key Personnel). Engineer must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Engineer requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- "structurally sound" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials. Engineer's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

23. Contract Performance

Engineer and City shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. Engineer agrees that time is of the essence under this Contract.

24. Access to Records

- 24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract.
- 24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

- 25.1 Engineer represents and warrants to City that:
 - 25.1.1 Engineer has the power and authority to enter into and perform this Contract;
 - 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms;
 - 25.1.3 Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and
 - 25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. Conflicts of Interest

Engineer agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

27. City Obligations

- 27.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and Task Orders. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.
- 27.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 27.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 27.4 City shall furnish all testing as required by law or the Contract documents.
- 27.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 27.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the Contract.
- 27.7 City shall pay Engineer in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 27.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 27.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 27.10 Extra work or work on contingency tasks is not permitted unless authorized by City in writing. Failure of Engineer to secure written authorization for

extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

28. Arbitration

- 28.1 All claims, disputes, and other matters in question between City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Tillamook County Circuit Court will establish rules to govern the arbitration. City shall have the sole discretion as to whether the dispute will be decided by arbitration rather than through the court process.
- A claim by Engineer arising out of, or relating to this Contract must be made 28.2 in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Engineer.
- 28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

29. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

30. Attorney Fees

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for City to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

31. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

32. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

33. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the State of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

34. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

35. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

36. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

37. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

38. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

39. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

40. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

CITY OF ROCKAWAY BEACH	ENGINEER
Ву:	Ву:
Name: Luke Shepard Title: City Manager	Name:
Date:	Title:
	Date:

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City Task Order requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
 - 1. Engineering services for municipal systems including studies, designs and construction administration.
 - 2. Consultation with the City Manager and staff members on specific problems related to City's facilities.
 - 3. Assign one person to attend meetings. Participation in meetings by other employees or subcontractors of Independent Contractor must be requested and approved in advance if the person's time is to be billed either directly or indirectly to City.
 - 4. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 - 5. Project reviews, construction observation, and field surveying services.
 - 6. Miscellaneous technical services requested by the City Manager.
 - 7. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 - 8. Plan review.
 - 9. Feasibility studies and facilities plans.
 - 10. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect Engineer's work or City's projects, and public works.
- B. Basic engineering services. When authorized by City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
 - 1. Preparation of plans and specifications ready for a call for bids.
 - 2. Submit solicitations for bids or proposals to City prior to advertising and publishing for City review and authorization. No documents shall be issued in City's name without express prior written authorization from City.
 - 3. Tabulation of bids at bid opening, report same to City, and assist in awarding Contracts for Construction.
 - 4. Inform the City prior to initiating contract discussions with proposed subcontractors.
 - 5. Submit subcontracts for review and approval by City, prior to execution. City retains the right in its sole discretion, to contract directly with

- subcontractors.
- 6. General observation of the work by observation trips to the job site on a periodic basis, as agreed with City.
- 7. Preparation and submittal of proposed contract change orders.
- 8. Preparation of monthly progress payments to the Contractor.
- 9. Final review of the project by Engineer.
- 10. Final acceptance of the project by Engineer and recommendations accordingly to City.
- 11. Submission to City of final quantities and costs.
- 12. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
 - 1. Resident observation Provide the services of an observer, acceptable to City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work. Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.
 - 2. Redesigns As ordered by City after final plans have been completed.
 - 3. Appearances before courts or boards on matters of litigation related to a project.
 - 4. Preparation of operation and maintenance manuals and cost of duplication.
 - 5. Printing of plans and specifications.
 - 6. Preparation of planning studies or reports, including costs of duplication.
 - 7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
 - 8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
 - 9. Consultant Services (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations including test borings, related analysis and

- recommendations by Engineer.
- c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
- d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Task Order Form

Task Order No
City of Rockaway Beach
Engineer Work
Dated:
In accordance with the City Engineering Services Contract entered into between City of Rockaway Beach (City) and (Engineer), dated, 20 (Contract), Engineer is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.
SCOPE OF WORK
The scope of work includes:
, as further
outlined in Exhibit A to this Task Order.
BUDGET
The costs for Engineer's services as defined herein, including reimbursables, shall not exceed \$
COMPENSATION
Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and Engineer's Schedule of Rate and Charges attached to the Contract as Exhibit E.
In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Engineer shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.
SCHEDULE
Work shall be initiated within days of issuance of this Task Order and completed within days.
TERMS AND CONDITIONS

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.

Exhibit C

PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract

- Engineer shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- 2. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
- 3. Engineer shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 4. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 5. Engineer shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Engineer shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
- 6. Pursuant to ORS 279C.520(2), the Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- 7. Pursuant to ORS 279C.530(2), all employers, including Engineer, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors complies with these requirements.

- 8. All sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 9. The Contract may be canceled at the election of City for any willful failure on the part of Engineer to faithfully perform the contract according to its terms.
- Engineer certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors.
- 11. Engineer certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 12. In the performance of this Contract, Engineer shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
- 13. Pursuant to City's Public Contracting Rule 137-049-0880, City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
- 14. Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
- 15. The following notice is applicable to work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

REQUEST FOR PROPOSAL

City of Rockaway Beach Engineer of Record



City of Rockaway Beach, Oregon

REQUEST FOR PROPOSALS

Pursuant to Oregon Administrative Rule (OAR) 137-048-0220, City of Rockaway Beach (City) is conducting a formal selection process for one or more individual consultants to provide Engineer of Record services as independent contractors to the City. Upcoming projects include, but are not limited to: design and project management of IFA funded Nedonna Beach Watermain replacement project; design and project management of Parks and Recreation, Drinking Water, Sewerage, Transportation and Public Facility capital improvement projects. Refer to RFP Documents for additional project submittal requirements.

The full Request for Proposals may be obtained online at https://corb.us/bids-rfps/ or from the contact below. Questions may be sent to:

Luke Shepard, City Manager City of Rockaway Beach P.O. Box 5 Rockaway Beach, OR 97136

Phone: (503) 374-1752 Email: citymanager@corb.us

Proposals will be received by the City until closing, 5:00 p.m. on January 31, 2025. Responses received after this time will be rejected as non-responsive. Proposers shall submit proposals in a sealed opaque envelope, plainly marked "Confidential: City of Rockaway Beach City Engineer of Record Proposal" to Luke Shepard, City Manager at the above address. Faxed and emailed proposals will be rejected as non-responsive.

I. GENERAL INFORMATION

A. INTRODUCTION

Pursuant to Oregon Administrative Rule (OAR) 137-048-0220, City is soliciting proposals for one or more Engineers of Record (City Engineer) to provide engineering services as independent contractors to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to, the items listed in Article I.D of this RFP. Expertise is required for civil design and engineering and project management. Work shall be provided to City on an as-needed basis, as authorized by task order.

Proposers shall be licensed to practice engineering in the State of Oregon and be members in good standing with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS). City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

The City of Rockaway Beach (City) was incorporated in 1943. The current population is approximately 1,458 with an area of 1.71 square miles. City is in Tillamook County, approximately 50 miles south of Astoria, Oregon. The City Council consists of the mayor and five city councilors. The selected consultant will work under the direction of the City Manager.

Through the Public Works Department, City owns and operates various utility systems and infrastructure that serve the residents including the water system, the wastewater system, the storm drainage system, and the local street system. The Public Works Department also provides operation and maintenance for City parks, and general Cityowned building maintenance.

City owns and operates a number of public facilities including the following:

- A. Water wells (3), storage reservoirs (3), water booster station (4) and distribution system of (37 miles of pipe).
- B. Surface Water Treatment Plant (UF Membrane)
- C. Wastewater collection system (30 miles of gravity/pressure pipe).
- D. Wastewater treatment plant (Activated Sludge).
- E. Public Administration Buildings (3)
- F. Storm water collection and disposal system
- G. Transportation system (40 centerline miles).
- H. Parks system, restrooms (7 parks) and community center.

C. ANTICIPATED SELECTION SCHEDULE

City anticipates the following general timeline for its selection process. City reserves the right to change this schedule.

RFP Advertised Week of January 1, 2025
Proposal Due Date January 31, 2025

Initial Evaluation Scores Announced
 Invited Price Information Deadline
 February 7, 2025
 February 10, 2025

• Selection Committee Evaluation Week of February 17, 2025

• Interviews (if needed) Week of February 24, 2025

Contract Approval
 Commencement of Contract
 March 12, 2025
 March 12, 2025

D. SCOPE OF SERVICES

The following statement of work describes the on-going services that the engineering firm(s) shall provide to City. These services will be assigned on an as-needed basis, via individual task orders. (See Exhibit B to the Contract attached to this RFP as Addendum A.) City will compensate the Engineer of Record for general engineering services based on standard hourly rates and a fee schedule, up to the maximum set in the issued task order. During the performance of any task order, the Engineer of Record will be available on a daily basis for consultation.

Standard Engineering Services

The following statement of work describes the on-going services that the engineering firms may be asked to provide to City of Rockaway Beach. These services will be assigned on an as-needed basis, via individual task orders in the form attached as Exhibit B to the Contract (attached as Addendum A). City will compensate Engineers of Record for general engineering services based on standard hourly rates and a fee schedule. During the course of any task order, an Engineer of Record is expected to be available on a daily basis for consultation.

- Assist with budgeting, planning, and rate studies;
- Suggest and comment on engineering related issues, ordinance modifications and public works design standards and construction specification modifications;
- Assist with GPS/GIS data gathering and information compilation relating to existing infrastructure:
- Work with City staff to review or complete federal, state, or county permits, applications, or agency notification;
- Work with City staff, organizations and funding agencies to help develop competitive and complete grant applications or funding proposals;
- Act as City's representative with other state, federal or local governmental agencies;

- Serve as City's representative during the review, plan approval, construction management, and project closeout phases of any development or planning project prepared by other engineers and submitted to City for approval. This includes land development projects such as subdivisions or site-specific developments;
- Present technical information to City Council and Planning Commission, any other City Council board or committee, as needed.
- Review preliminary engineering design drawings and design calculations for general conformance with state, county, and city requirements and sound engineering practices;
- Review final submitted construction plans prepared by other professionals and, after acceptance, stamp and sign the drawings as "Approved for Construction" by City Engineer;
- Attend pre-application, construction, Planning Commission, City Councilor other meetings as requested by City;
- Provide detailed design and construction specifications for successful bidding and construction coordination of city infrastructure improvement and maintenance projects;
- Provide project construction observations of public improvements installed as part of private development projects. Verify general conformance with city approved construction plans and specifications;
- Provide project management, engineering design, and construction observation for City public works construction projects;
- Perform final construction observations and punch lists for completion of private developments and for City of Rockaway project sites, including review of as-built drawings, testing results, as-built certification, project closeout and initiation of the required construction warranty period;
- Perform engineering work pertaining to public records, property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of ways, easements, code enforcement, and matters relating to special assessments and public utilities;
- Prepare utility master plans feasibility studies as requested; and
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by City.
- Perform special projects, as requested by the City.

Special Projects

For special projects, the Engineer(s) of Record shall provide a work order upon written request from City. The work order shall include a detailed proposal and scope of work, schedule, and cost proposal.

General and Recurring Services

It is further understood that in addition to the services provided by task order, the Engineer(s) will provide certain general, recurring, and ad hoc duties including verbal and written communications with appropriate City staff or other designated individuals related

to the general operation and functioning of the City's infrastructure systems. Such inquiries for the Engineer's time shall be channeled through the Public Works Director or the City Manager, who must authorize such request prior to the City Engineer taking any action. Compensation for the Engineer's time for such work will be based on standard hourly rates and fee schedule.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide two hard copies plus one electronic version (.pdf format) of proposer's proposal in a sealed envelope clearly marked: "Confidential: Rockaway Beach Engineer of Record Proposal".

Proposals shall be submitted by 5:00 p.m. on January 31, 2025 to:

Luke Shepard, City Manager City of Rockaway Beach P.O. Box 5 Rockaway Beach, OR 97136 Phone: (503) 374-1752

Email: citymanager@corb.us

Proposals shall be organized as specified in Article II.E, Proposal Contents. City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Luke Shepard, City Manager City of Rockaway Beach P.O. Box 5 Rockaway Beach, OR 97136

Phone: (503) 374-1752 Email: citymanager@corb.us

C. RESERVATION OF RIGHTS

City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation

criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in City's sole judgment, it is in City's best interest to do so; 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFP; and 8) award to one or more qualified proposer(s).

D. PROTESTS

Proposers are directed to the protest procedures contained in OAR 137-048-0240.

E. PROPOSAL CONTENTS

1. Proposal Submittal.

Proposals shall be limited to no more than 15 single sided pages, not including covers, divider pages, or resumes. Proposals should be prepared in generally the following format and shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as City Engineer;
 - The names of professional persons who will assist City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. City is interested in professionals with experience serving small governmental entities and especially serving comparable size cities; and
 - Specifically address proposer's familiarity with laws and regulations governing stormwater and transportation systems, including operations, construction and maintenance of City's current systems.
- Description of Proposer's expertise in the following areas:
 - o Civil, Electrical, Mechanical and Transportation Engineering;
 - Well groundwater pumps and water distribution systems;
 - Municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - o Activated Sludge wastewater treatment with bio-bag sludge disposal;
 - WPCF and NPDES permit regulations and compliance;
 - Municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Oregon land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Public Utility billing operations and maintenance;
 - Public finance and infrastructure financing;
 - Knowledge of System Development Charges, methodology including reimbursement.

- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City;
- o Explanation of proposer's facilities and availability of support staff;
- Proof of Insurance of \$2 million professional liability insurance and \$2 million comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption;
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed);
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants;
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy;
- Confirmation that the proposer is a civil engineer licensed to work in the State of Oregon; and
- o A discussion of Proposer's use of local resources and community involvement.

2. Price Information.

A Proposer may be requested by City to provide pricing policies, rates, and other cost information (collectively, Price Information). Price Information shall not be submitted as part of a proposal, but shall be submitted only when requested by City. Proposers should refer to Section III.B for information on Price Information and associated evaluation procedures.

F. PUBLIC RECORDS

All proposals submitted are the property of City, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after City has awarded and executed an Engineer of Record Contract. Thereafter, except for information marked "Proprietary," all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Oregon;
- Ability to provide the engineering work needed by City to the standards required by the City, County, and State;
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources; and
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.
- Familiarity with Rockaway Beach or similar sized Cities in the region.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

the following chieffa.		
		Maximum Points
Phase I:		
1)	Specialized experience in the type of work to be performed, specifically including work for a city of similar size.	(50)
2)	Qualifications and experience of the staff assigned by proposer to perform these services.	(40)
3)	Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies.	(30)
4)	Quality of proposed scope of work, including the proposed management techniques and practices for City service needs.	(20)
5)	Familiarity with the City and City locale.	(20)
6)	Distance from City.	(30)
7)	Availability and capability to perform the engineering services	(25)

described in this RFP on an ongoing basis.

8) References. (15)

9) Interview (if conducted) (25)

SUBTOTAL: 255 Points

Phase II:

Price Information. (45)

Maximum Total Points

300

C. SELECTION

City is using a qualification-based selection (QBS) process, which includes consideration of price information, as allowed for contracts anticipated to exceed \$100,000 pursuant to ORS 279C.110(5). Phase I will consist of an initial evaluation of all proposers and selection of up to three (3) of the most qualified candidates will be made without regard to the price of the services. If City does not cancel this RFP, after selecting up to three (3) of the most qualified candidates, City may request Price Information for those top-ranked Proposers, based upon the total score from the initial evaluation.

City will conduct a Phase II Evaluation, as follows:

- 1. The submittal requirements for the price of the Phase II only apply to a Proposer that receives a request for Price Information following City's evaluation and scoring of Proposals from Phase I;
- 2. The Price Information may receive up to a maximum of 45 points, giving it a weight of 15 percent in the total evaluation of each Phase II Proposer;
- 3. If requested to provide Price Information, a Proposer must submit the Price Information to City within five (5) business days of the date of the City's request. City may disqualify a Proposer for a late submission of the Price Information;
- 4. Pursuant to ORS 279C.110(5)(c)(A), the Price Information shall consist of a schedule of hourly rates that the Proposer will charge for the work of each individual or each labor classification that will perform the professional services. required for Project, in the form of an offer that is irrevocable for not less than ninety (90) days after the date of the proposal; and
- 5. Pursuant to ORS 279C.110(5)(c)(B), City requests the Price Information also include:

- a. A list of each individual or labor classification that will perform each Project task, together with the hourly rate that applies to the individual or labor classification; and
- b. A list of expenses, including travel expenses, that the Proposer expects to incur in connection with completing professional services.
- 6. A Phase II Proposer requested to provide Price Information may withdraw from consideration for this RFP if the Proposer does not wish to provide a price proposal.
- 7. City may interview any Phase II Proposer, but it is not required to interview all Proposers. In an interview the Proposer may be allowed to expand upon information contained in the pricing proposal.

The evaluation committee will consist of three members. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFP. Completed evaluations shall be combined and tallied. City reserves the right to interview one or more of the highest ranked candidates by telephone or in person. Upon completion of its evaluation process, the evaluation committee may either recommend a firm to be appointed as Engineer of Record.

If the City does not cancel the RFP after receipt of the evaluation committee's scoring results and recommendation, City will begin negotiating a contract with the highest-ranking candidates. City shall direct negotiations toward obtaining written agreement on the Engineers' performance obligations, fees, rates, and a payment methodology that is fair and reasonable to City, and any other provisions City believes to be in City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to City, City shall, either orally or in writing, formally terminate negotiations with the selected candidate. City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or City terminates this RFP.

It is the desire of City to have a new Engineer of Record contract in place no later than March 12, 2025.

D. CONTRACT

City desires to enter into one or more professional services agreement(s) in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFP.

The selected proposer(s) are expected to sign the attached written agreement, which will incorporate this RFP and awardee's proposal. Submittal of a proposal indicates a

proposer's agreement with and intent to be bound by the terms of the attached contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms City chooses to negotiate, in City's sole discretion.

City anticipates payment for services on an hourly basis and reserves the right to negotiate a compensation package that is fair and reasonable to City, as determined solely by City.

City plans to enter into a three (3) year agreement, which thereafter may be extended upon written consent of both parties for up to two (2) additional two (2) year terms.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

The City of Rockaway Beach is an Equal
Opportunity/Affirmative
Action Employer
Women, Minorities, Disabled Persons and Veterans
are encouraged to apply

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.

Addendum A: Engineering Services Contract

CITY OF ROCKAWAY BEACH CITY ENGINEERING SERVICES CONTRACT

This Contract is by and between City of Rockaway Beach ("City") and _____ ("Engineer") for the performance of general city engineering services for City, on an as needed basis.

A. RECITALS

City has conducted a formal solicitation for proposals from engineering firms pursuant to Oregon Administrative Rule Division 48.

Engineer submitted its proposal, having examined the Request for Proposals (RFP), and was chosen as the most highly qualified engineer, best suited to meet City's needs pursuant to the RFP criteria.

City has awarded this contract to Engineer.

B. CONTRACT EXHIBITS

The following exhibits are hereby incorporated by reference into this Contract:

Exhibit A – Scope of Work

Exhibit B – Task Order Form

Exhibit C – Oregon Personal Services Public Contracting Code Requirements

Exhibit D – Request for Proposal

Exhibit E – Engineer's Proposal and Schedule of Rates and Charges

In the event of a conflict between this Contract and its exhibits, the terms of this Contract shall prevail, followed by Exhibit B, C, A, D, then Exhibit E, in that order.

C. AGREEMENT

1. Term and Authorization to Proceed

- 1.1 The term of this Contract shall be from its execution to March 12, 2028, for an initial three (3) year term. Thereafter, it may be extended for up to two (2) additional two (2) year terms upon written consent of both parties. Such extension(s) will consider adjustment to Engineer's schedule of charges attached within Exhibit E to this Contract.
- 1.2 Execution of this Contract by the parties authorizes Engineer to proceed with the work under the provisions of this Contract, upon issuance of one or more written task work orders by City.

2. Scope of Work

- 2.1 Engineer shall provide all services and deliver all materials as specified in the attached Exhibits A through E, which are hereby incorporated into this Contract by this reference, and as may be described by future task work order or addenda to this Contract.
- 2.2 Engineer will, in the rendering of its services to City, use its best efforts and due diligence and provide such personnel as are necessary to successfully provide the services covered.
- 2.3 Task Orders. Except for general and recurring services, task orders in the form attached as Exhibit B shall be used as the sole basis to authorize all Work related to this Agreement. Task orders are subject to all terms of this Contract and shall establish the assigned Scope of Work, delivery schedule, and total compensation that reflects an identified payment methodology, the rates set in Exhibit E, hours, and includes any reimbursables. Task orders that do not meet these requirements shall not bind the parties and no further compensation will be paid for any Work performed.

City shall have the right to request Work outside the scope of any task order to this Contract and to cancel a portion of the Work at any time. A task order amendment shall set compensation for all additional Work requested and a reduction thereto, in the event City cancels Work. City shall not be liable for profits lost due to cancelled Work. Engineer shall perform no Work outside the scope of any task order to this Contract until the parties have signed a modification to the task order that describes the Work and contains the terms of payment. Engineer shall not be entitled to payment for Work outside the scope of a task order, unless the parties signed a modification to the task order before Engineer performed that Work. Engineer shall not make modifications to the task orders or standard terms and conditions of this Contract except in writing, signed by both parties.

3. Compensation

- 3.1 Compensation. For the services described and performed by Engineer, the City agrees to pay, and the Engineer agrees to accept, compensation in accordance with the Schedule of Rates and Charges, attached within Exhibit E.
- 3.2 Invoices.
 - a. Invoices for services of Engineer shall be billed to City on a time and materials basis in summary form, itemized by projects and/or Task Orders, on or about the end of the first full business week of each month, for all services performed through the last day of the previous month.

b. Engineer will provide in its invoices a detailed description of hours billed to assist City in correctly allocating costs to separate projects, or may modify the billing statement into a format that is agreeable to both parties. Reimbursable expenses shall be itemized and backup invoices provided if required by City.

3.3 Payments.

- a. City will review Engineer's invoice and within ten (10) days of receipt notify Engineer in writing if there is a disagreement or dispute with the invoice. If there are no such disputes with the invoice, City shall pay the invoice amount in full within thirty (30) days of invoice date.
- b. If City fails to make any payment due Engineer for services and expenses within thirty (30) days of the date on Engineer's invoice therefore, late fees will be added to amounts due Engineer at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute. In addition, Engineer may, after giving seven (7) days written notice to City, suspend services under this Contract until Engineer has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute.

4. Engineer Is an Independent Contractor

- 4.1 Engineer shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Contract. While City reserves the right to set various schedules and evaluate the quality of Engineer's completed work, City cannot and will not control the means and manner of Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing work.
- 4.2 Engineer is responsible for all federal and state taxes applicable to compensation and payment paid to Engineer under this Contract and will not have any amounts withheld by City to cover Engineer's tax obligations.
- 4.3 Engineer is not eligible for any City fringe benefit plans.
- 4.4 No Authority to Bind City. Engineer shall have no authority to enter into contracts on behalf of City, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

5. Notices

All notices provided for hereunder shall be in writing and shall be deemed to be duly served on the date of delivery if delivered in person, when receipt of transmission is generated by the transmitting facsimile machine if delivered by facsimile transmission, on the day after deposit if delivered by overnight courier, or three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. Any notice delivered by facsimile transmission shall be followed by a hard copy. All notices shall be addressed as follows:

City: Luke Shepard, City Manager

City of Rockaway Beach

P.O. Box 5

Rockaway Beach, OR 97136

Phone: (503) 374-1752

Email: citymanager@corb.us

Engineer:		
	Phone:	
	Fax:	
	Email:	

6. Indemnification

Engineer shall indemnify, hold harmless, and defend City and its representatives, officers, directors, and employees from any loss or claim made by third parties, including legal fees and costs of defending actions or suits resulting directly or indirectly from Engineer's negligent performance and/or fault of Engineer, its employees, representatives, or subcontractors. If the loss or claim is caused by the joint concurrent negligence or other fault of City and Engineer, the loss or claim shall be borne by each in proportion to the degree of negligence or other fault attributable to each.

Engineer shall defend City from claims covered under this Section at Engineer's sole cost and expense until such time: (1) as an arbitration panel or a court of competent jurisdiction determines that City is liable in whole or in part for the loss or claim caused by City's negligence; or (2) until City and Engineer mutually agree to allocate the liability.

Engineer's indemnification obligations under this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Insurance Requirements

- 7.1 During the term of this Contract, Engineer shall maintain, at its own expense, the following types of insurance in the following amounts:
 - a. Occurrence Form Commercial General Liability insurance, including coverage for premises operations, independent contractors, protected products, completed operations, contractual liability, personal injury, and broad form for property damage (including coverage for explosion, collapse, and underground hazards):

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$2,000,000 – each occurrence (bodily injury)
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\$4,000,000 – general aggregate

\$1,000,000 – property damage, contractual, etc.

\$2,000,000 – umbrella liability coverage

Coverage shall also include contractual liability coverage for the indemnity provided under this Contract. (Proof of coverage will be attached to this Contract).

- b. Automobile Liability insurance limit shall not be less than \$1,000,000 combined single limit per accident. (Proof of coverage will be attached to this Contract).
- c. Workers' Compensation and employer's liability insurance per ORS Chapter 656. The employer's liability limit shall not be less than \$1,000,000 per occurrence. (Proof of coverage will be attached to this Contract).
- d. Professional Errors and Omissions insurance covering Engineer's liability arising out of negligent acts, errors or omissions in its performance of work or services under this Contract. Such policy will have a combined single limit of not less than \$2,000,000 per each claim, incident or occurrence. Such policy will be either on a claims made basis and will have an extended claims reporting period of five (5) years after final completion or on an occurrence basis. (Proof of coverage will be attached to this Contract).
- e. The limits required in this Section 7.1 may be met with a combination of underlying and umbrella coverage.
- 7.2 Except as required in 7.1(d) above, if any of the above required insurance is arranged on a "claims made" basis instead of an occurrence basis, "tail" coverage will be required at final completion or termination of this Contract for a duration of two (2) years.

- 7.3 Policies shall provide that City, its Council, officers, representatives, employees, and agents will be included as an additional insured with respect to the coverages required in Section 7.1(a) and Section 7.1(b) and a waiver of subrogation against them shall be obtained for all coverages.
- 7.4 All coverages under Section 7.1 shall be primary over any insurance City may carry on its own. City shall procure and maintain general liability insurance during the full term of this contract which provides insurance coverage up to the limits of the Oregon Tort Claims Act, in connection with any actions suit, or claim from any third party caused by City's negligent acts, omissions, activities or services by City or its officers, employees or agents.
- 7.5 City shall be solely responsible for any loss, damage or destruction to its own property, equipment, and materials used in conjunction with the work or services under this Contract if the loss, damage or destruction is due to the City's negligence or fault.
- 7.6 All policies of insurance shall be issued by good, responsible companies that are qualified to do business in the State of Oregon and listed by A.M. Best as an A- VIII or above.
- 7.7 Engineer shall furnish City with certificates of insurance evidencing all required coverages prior to commencing any work or services under this Contract. If requested by City, Engineer shall furnish City with executed copies of such policies of insurance. Engineer shall furnish City with at least 30 days' written notice of cancellation of, or any modification to, the required insurance coverages. Failure to maintain any required insurance coverages in the minimum required amounts shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

8. Workers' Compensation

- 8.1 Engineer, its subconsultants, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all subject workers.
- 8.2 Engineer warrants that all persons engaged in Contract work and subject to the Oregon Workers' Compensation Law are covered by a workers' compensation plan or insurance policy that fully complies with Oregon law. Engineer shall indemnify City for any liability incurred by City as a result of Engineer's breach of the warranty under this Section.

9. Hours of Employment

Engineer shall comply with all applicable state and federal laws regarding employment.

10. Assignment

Engineer may not assign any of its responsibilities under this Contract without City's prior written consent, which consent may not be withheld in City's sole discretion. Engineer may not subcontract for performance of any of its responsibilities under this Contract without City's prior written consent, which consent shall not be unreasonably withheld. Engineer's assigning or subcontracting of any of its responsibilities under the Contract without City's consent shall constitute a material breach of this Contract. Regardless of any assignment or subcontract, Engineer shall remain liable for all of its obligations under this Contract.

11. Labor and Material

Engineer shall provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of all Contract work, all at no cost to City other than the compensation provided in this Contract.

12. Ownership of Work and Documents

12.1 Ownership of Work, Unauthorized Use of Work. All work performed by Engineer and compensated by City pursuant to this Contract shall be the property of City upon full compensation for that work performed or document produced to Engineer, and it is agreed by the parties that such documents are works made for hire. Engineer hereby conveys, transfers and grants to City all rights of reproduction and the copyright to all such documents. However, in the event City reuses or modifies any engineering documents furnished to City by Engineer, without Engineer's involvement or consent, then Engineer shall not be responsible for the materials.

12.2 Intellectual Property.

- a. The interest in any intellectual property, including but not limited to copyrights and patents of any type, arising from the performance of this Contract shall vest in City, except for work exempted by Section 12.2.b below. Upon request, Engineer shall execute any assignment or other documents necessary to give effect to this Section. Engineer will retain a nonexclusive right to use intellectual property vested in City as part of this Contract.
- b. Engineer shall retain all intellectual property rights (including but not limited to copyrights and/or patents of any type) for work completed

- by Engineer prior to execution of this Contract, or completed for other clients or outside of the scope of this Contract. This includes but is not limited to design elements developed on previous projects, as well as standard contract documents, standard specifications, design standards manuals, standard details or other standard documents, details or drawings developed prior to execution of or outside the scope of this Contract.
- c. City will retain a nonexclusive right to utilize documents and materials provided to City by Engineer which are excluded under Section 12.2.b, but shall not profit from such use, and shall not provide these documents or materials for use by other jurisdictions without authorization from Engineer.

13. Termination or Suspension for Convenience

- 13.1 This Contract may be terminated or suspended by mutual consent of the parties upon written notice.
- 13.2 In addition, City may terminate or suspend all or part of this Contract upon determining that such action is in the best interest of City by giving seven (7) days' prior written notice, without waiving any claims or remedies it may have against Engineer.
- 13.3 Upon termination under this Section, Engineer shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Engineer. Only if previously approved in writing by City will City pay Engineer's reasonable costs actually incurred in the orderly closing out of specific work tasks or projects underway under this Contract. Pursuant to this Section, Engineer shall submit an itemized invoice for all unreimbursed Contract work completed before termination and any previously approved Contract closeout costs actually incurred by Engineer. City shall not be liable for any costs invoiced later than thirty (30) days after termination, unless Engineer can show good cause beyond its control for the delay.

14. Termination or Suspension for Cause

- 14.1 City may terminate or suspend this Contract effective upon delivery of written notice to Engineer, or at such later date as may be established by City, under any of the following conditions:
 - a. If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- c. If any license or certificate required by law or regulation to be held by Engineer to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

15. Termination for Default

- 15.1 If City fails to perform in the manner called for in this Contract or if City fails to comply with any other provisions of the Contract, Engineer may terminate this Contract for default after giving City the notice and opportunity to cure required by this Section. Prior to termination for default, Engineer must give City written notice of the breach and of Engineer's intent to terminate. If City has not entirely cured the breach within fifteen (15) days of the date of the notice, then Engineer may terminate the Contract at any time thereafter by giving a written notice of termination.
- 15.2 If Engineer fails to perform in the manner called for in this Contract or if Engineer fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be affected by serving a notice of termination on Engineer setting forth the manner in which Engineer is in default. Engineer shall be paid the Contract price only for services performed in accordance with the manner of performance as set forth in this Contract. Upon termination under Section 15.1, Engineer shall be entitled to payment in accordance with the terms under Section 13.3.

16. Remedies

In the event of termination or breach of this Contract the parties shall have the following remedies:

16.1 Any suspension of performance under Sections 13 or 14 of this Contract constitutes a temporary stoppage of performance of the Contract and does not constitute a termination of the Contract under those Sections. In the event that the condition(s) causing the suspension are rectified and suspension is no longer required, the Parties will take all actions necessary to reactivate performance of the Contract within seven (7) calendar days from written notice to resume. In the event that City determines that the conditions causing suspension of the Contract are not likely to be rectified in a reasonable amount of time, City retains the right to terminate this Contract, pursuant to Sections 13 or 14. In the event of a suspension of performance pursuant to Sections 13 or 14, Engineer agrees to

remain contractually obligated to perform the Services under this Contract for the same compensation set forth in Section 3, "Compensation," of this Contract and any applicable Task Order for six months. If the Contract is reactivated and Engineer is required to perform under this Contract beyond this date or such other time period agreed to by the Parties, the Parties may negotiate updated hourly rates for Engineer and any Consultants and amend this Contract accordingly.

- 16.2 If terminated under Section 15 by City due to a breach by Engineer, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Engineer shall pay to City the amount of the reasonable excess.
- 16.3 In addition to the above remedies for a breach by Engineer, City also shall be entitled to any other equitable and legal remedies that are available.
- 16.4 If City breaches this Contract, Engineer's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Engineer is entitled.
- 16.5 City shall not be liable for any indirect, incidental, consequential, or special damages under this Contract or any damages arising solely from terminating this Contract in accordance with its terms.
- 16.6 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Engineer shall immediately cease all activities related to the services and work under this Contract. As directed by City, Engineer shall, upon termination, deliver to City all then existing work product that, if the Contract had been completed, would be required to be delivered to City.

17. Nondiscrimination

During the term of this Contract, Engineer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

18. Governing Law; Jurisdiction; Venue

This Contract shall be governed by and construed in accordance with the laws of the state of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between City and Engineer that arises from or relates to this Contract which results in litigation shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. ENGINEER, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing herein shall be construed as a waiver of City's protections under the Oregon Tort Claims Act.

19. Compliance with Laws and Regulations

Engineer shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services under this Contract. Without limiting the generality of the foregoing, Engineer expressly agrees to comply with: (i) ORS 659A.142; and (ii) all regulations and administrative rules established pursuant to the foregoing laws; and (iii) City's performance under this Contract is conditioned upon Engineer's compliance with all applicable provisions of the Oregon Public Contracting Code, as more particularly set forth in Exhibit C and incorporated herein by this reference. Engineer, its subconsultants and all employers providing work, labor or materials under this Contract are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers. Engineer shall adhere to all safety standards and regulations established by City for work performed on its premises or under its auspices.

20. Experience, Capabilities and Resources; Standard or Care

By execution of this Contract, Engineer agrees that:

- 20.1. Engineer is an experienced engineering firm having the skill, legal capacity, and professional ability necessary to perform all the services required under this Contract to design or administer any work within the scope and complexity contemplated by this Contract.
- 20.2. Engineer has the capabilities and resources necessary to perform the obligations of this Contract.
- 20.3. Engineer is familiar with all current laws, rules, and regulations which are applicable to the design and construction of work which may fall within the scope of this Contract, and that all drawings, specifications, and other documents prepared by Engineer shall be prepared in accordance with the

standard of care of other professionals performing similar services under similar conditions and in an effort to accurately reflect and incorporate all such laws, rules, and regulations.

20.4 City selected Engineer for award of this Agreement because of the special qualifications of Engineer's key personnel identified in Exhibit D (Key Personnel). Engineer must obtain City's consent prior to replacing any Key Personnel assigned to perform or support the work specified in this Agreement. In the event Engineer requests that City approve a reassignment or transfer of the Key Personnel, City shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s).

21. Drawings, Specifications and Other Documents

Engineer hereby agrees that it will, in a manner consistent with its standard of care defined above in Section 20, prepare all drawings, specifications, and other documents pursuant to this Contract so that they are complete and that any project, if constructed in accordance with the intent established by such drawings, specifications, and other documents, shall be structurally sound and a complete and properly functioning facility. As used in this Section 21:

- "structurally sound" means that the facility has been designed and engineered to meet all code standards required of this project by the authority having jurisdiction; and
- 2) "complete and properly functioning facility" means that the facility has been designed, utilizing the Standard of Care, to meet industry standards for similar facilities within Oregon.

22. Errors and Omissions

Engineer shall be responsible for correcting any errors or omissions in the drawings, specifications, and/or other documents which deviate from the standard of care set forth in Section 21. Engineer shall correct at no additional cost to City any and all such errors and omissions in the drawings, specifications, and other documents prepared by Engineer or its subconsultants. Engineer further agrees to assist City in resolving problems relating to any project designs or specified materials. Engineer's warranties and obligations under Sections 6, and 20-22 of this Contract shall survive the expiration or earlier termination of this Contract.

23. Contract Performance

Engineer and City shall at all times carry on the services diligently, without delay and punctually fulfill all requirements herein. Engineer shall not be liable for delays that are beyond Engineer's control. Contract expiration shall not extinguish, prejudice, or limit either party's right to enforce this Contract with respect to any breach of Engineer's warranties or a default or defect in performance by Engineer or City that has not been cured. Engineer agrees that time is of the essence under this Contract.

24. Access to Records

- 24.1 For not less than five (5) years after the Contract expiration and for the purpose of making audit, examination, excerpts, and transcripts, City, and its duly authorized representatives shall have access to Engineer's books, documents, papers, and records that are pertinent to this Contract.
- 24.2 If, for any reason, any part of this Contract, or any resulting construction contract(s) is involved in litigation, Engineer shall retain all pertinent records for not less than five (5) years or until all litigation is resolved, whichever is longer. Engineer shall provide full access to these records to City and its duly authorized representatives in preparation for and during litigation.

25. Representations and Warranties

- 25.1 Engineer represents and warrants to City that:
 - 25.1.1 Engineer has the power and authority to enter into and perform this Contract;
 - 25.1.2 When executed and delivered, this Contract shall be a valid and binding obligation of Engineer enforceable in accordance with its terms;
 - 25.1.3 Engineer shall, at all times during the term of this Contract, be duly licensed to perform the services, and if there is no licensing requirement for the profession or services, be duly qualified and competent; and
 - 25.1.4 The services under this Contract shall be performed in accordance with the professional skill, care and standards of other professionals performing similar services under similar conditions.
- 25.2 The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

26. Conflicts of Interest

Engineer agrees not to accept or perform any work for clients other than City on projects located within the City without City's prior written approval, which may be granted or withheld in City's sole discretion.

27. City Obligations

- 27.1 City shall provide full information in a timely manner regarding requirements for and limitations on projects and Task Orders. With regard to subcontractor liens, City shall furnish to Engineer, within fifteen (15) days after receipt of a written request, information necessary and relevant for Engineer to evaluate, give notice of, or enforce lien.
- 27.2 City shall establish and update, if necessary, overall project budgets, including engineering and construction costs.
- 27.3 City shall furnish the services of consultants, including geotechnical engineers, when such services are requested by Engineer, reasonably required by the scope of a project, and agreed to by City.
- 27.4 City shall furnish all testing as required by law or the Contract documents.
- 27.5 City shall furnish all legal accounting, auditing and insurance services as necessary for projects to meet the City's needs and interests, after Engineer has performed requisite project management and oversight duties.
- 27.6 City shall provide prompt written notice to Engineer if City becomes aware of any fault or defect in a project, including any errors, omissions or inconsistencies in Engineer's design or performance under the Contract.
- 27.7 City shall pay Engineer in accordance with Section 3 and Exhibit D of this Contract, upon receipt of Engineer's submission of monthly invoices, and satisfactory progress and performance made in accordance with the scope of work. Payments shall reflect work completed, or progress made on a project to date, on a pro rata basis.
- 27.8 City shall report the total amount of all payments to Engineer, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 27.9 City shall guarantee access to, and make all provisions for Engineer to enter upon public and private property necessary for performance of the Scope of Work over which City exercises control.
- 27.10 Extra work or work on contingency tasks is not permitted unless authorized by City in writing. Failure of Engineer to secure written authorization for

extra work shall constitute a waiver of all rights to an adjustment in the Contract price or Contract time.

28. Arbitration

- 28.1 All claims, disputes, and other matters in question between City and Engineer arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof, except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with Oregon's Uniform Arbitration Act ORS 36.600 *et seq.* and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Tillamook County Circuit Court will establish rules to govern the arbitration. City shall have the sole discretion as to whether the dispute will be decided by arbitration rather than through the court process.
- A claim by Engineer arising out of, or relating to this Contract must be made 28.2 in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the Council at the Council's next regularly scheduled meeting. At that meeting the Council will render a written decision approving or denying the claim. If the claim is denied by the Council, the Engineer may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the Council has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the Council has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the Council's decision being binding upon the Council and Engineer.
- 28.3 Notice of demand for arbitration shall be filed in writing with the other party to the Contract. The demand for arbitration shall be made within the 30-day period specified above. City, if not the party demanding arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the other party to proceed through the courts for relief. If arbitration is allowed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and the award will not be subject to modifications or appeal except to the extent permitted by Oregon law.

29. Joinder

Notwithstanding any contrary language in other documents or agreements related to services provided by Engineer pursuant to this Contract, including contracts for construction services, either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact arising out of or related to this Contract and whose presence is required if complete relief is to be accorded. This Section applies to any and all claims, disputes, and other matters arising out of, or relating to this Contract, including but not limited those claims, disputes, and other matters subject to litigation or arbitration.

30. Attorney Fees

If any suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the applicable costs and disbursements. Further, if it becomes necessary for City to retain the services of an attorney to enforce any provision of this Contract without initiating litigation, Engineer agrees to pay City's attorney fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by the losing party.

31. Successors and Assigns; Subcontractors and Assignments

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

32. Limitation of Liabilities

City shall not be liable for (i) any indirect, incidental, consequential, or special damages under the Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. Engineer shall not be liable for any consequential damages under this Contract.

33. Foreign Contractor

If Engineer is not domiciled in or registered to do business in the State of Oregon, Engineer shall promptly provide to the Oregon Department of Revenue and the Corporations Division of the Oregon Secretary of State all information required by those agencies relative to this Contract. Engineer shall demonstrate its legal capacity to perform the work under this Contract in the State of Oregon prior to entering into this Contract.

34. Confidentiality

Engineer shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent Engineer from establishing a claim or defense in an adjudicatory proceeding. Engineer shall require similar agreements from City's and/or Engineer's subconsultants to maintain the confidentiality of information of City.

35. Force Majeure

Engineer shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

36. Waivers

No waiver by City of any provision of this Contract shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Engineer of the same or any other provision. City's consent to or approval of any act by Engineer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Engineer, whether or not similar to the act so consented to or approved.

37. Severability

Any provision of this Contract which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

38. Headings

The captions contained in this Contract are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

39. Integration and Modification

This Contract, including the attached exhibits referenced in Section B, contains the entire agreement between the parties regarding the matters referenced herein and supersedes all prior written or oral discussions or agreements regarding the matters addressed by this Contract. Any modifications or amendments to this Contract will only be effective when made in writing and signed by authorized parties for each party to this Contract.

40. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for which they sign to enter into this Contract.

CITY OF ROCKAWAY BEACH	ENGINEER
Ву:	Ву:
Name: Luke Shepard Title: City Manager	Name:
Date:	Title:
	Date:

Exhibit A

Scope of Work

SERVICES AND RESPONSIBILITY OF ENGINEER

- A. Services shall be provided pursuant to City Task Order requests or as otherwise requested by City in writing. When authorized by City, the specific services which the Engineer shall furnish will generally consist of, but not be limited to, the following itemized services:
 - 1. Engineering services for municipal systems including studies, designs and construction administration.
 - 2. Consultation with the City Manager and staff members on specific problems related to City's facilities.
 - 3. Assign one person to attend meetings. Participation in meetings by other employees or subcontractors of Independent Contractor must be requested and approved in advance if the person's time is to be billed either directly or indirectly to City.
 - 4. Attend meetings, when requested by the City Manager, or when necessitated by project work underway.
 - 5. Project reviews, construction observation, and field surveying services.
 - 6. Miscellaneous technical services requested by the City Manager.
 - 7. Preparation of Federal and State Funding applications, as authorized by the City Manager.
 - 8. Plan review.
 - 9. Feasibility studies and facilities plans.
 - 10. Apprise City of applicable changes in state or federal law regarding engineering or design services where such changes in state and federal law directly affect Engineer's work or City's projects, and public works.
- B. Basic engineering services. When authorized by City, Engineer will provide engineering services for improvement projects. These will generally consist of, but not be limited to, the following itemized services:
 - 1. Preparation of plans and specifications ready for a call for bids.
 - Submit solicitations for bids or proposals to City prior to advertising and publishing for City review and authorization. No documents shall be issued in City's name without express prior written authorization from City.
 - 3. Tabulation of bids at bid opening, report same to City, and assist in awarding Contracts for Construction.
 - 4. Inform the City prior to initiating contract discussions with proposed subcontractors.
 - 5. Submit subcontracts for review and approval by City, prior to execution. City retains the right in its sole discretion, to contract directly with

- subcontractors.
- 6. General observation of the work by observation trips to the job site on a periodic basis, as agreed with City.
- 7. Preparation and submittal of proposed contract change orders.
- 8. Preparation of monthly progress payments to the Contractor.
- 9. Final review of the project by Engineer.
- 10. Final acceptance of the project by Engineer and recommendations accordingly to City.
- 11. Submission to City of final quantities and costs.
- 12. Furnish a set of "record" reproducible mylars, or other mutually agreed format suitable for long term preservation and storage.
- C. Special Services. In addition to the basic services provided under Section B above, special services of varying types may be required upon City's written request. Included in these services, but not limited to, are:
 - 1. Resident observation Provide the services of an observer, acceptable to City, as requested when contracts have been let by the City for construction. The Observer shall keep a daily diary of work progress. The Observer shall check and approve all construction work, prepare record drawings of the construction work, and prepare the monthly progress payments to the Contractor. As used in this document, the term "record drawings" means a set of documents consisting of record specifications and record drawings showing the reported location of the work. Record drawings are based on information provided by persons other than the Engineer, and the Engineer does not warrant their accuracy.
 - 2. Redesigns As ordered by City after final plans have been completed.
 - 3. Appearances before courts or boards on matters of litigation related to a project.
 - 4. Preparation of operation and maintenance manuals and cost of duplication.
 - 5. Printing of plans and specifications.
 - 6. Preparation of planning studies or reports, including costs of duplication.
 - 7. Coordinating and obtaining permits and arranging agency reviews. Fees for permits or agency review are excluded from Engineer's services, and will be paid by others.
 - 8. Miscellaneous other technical services as may be assigned and for which Engineer has qualifications and/or expertise.
 - 9. Consultant Services (Various technical services for which City requires Engineer to manage, monitor or direct):
 - a. Field engineering Survey crew to stakeout construction work, provide preliminary design surveys and design land surveys. Survey crew shall furnish all necessary equipment, instruments, transportation, stakes and subsistence required for field engineering.
 - b. Soils investigations including test borings, related analysis and

- recommendations by Engineer.
- c. Laboratory tests, well tests, borings, specialized geological, or other studies recommended by the Engineer.
- d. Other consultant services requested by City, such as mechanical, electrical, architectural, wetland, permitting and cost estimation services.

Exhibit B

Task Order Form

Task Order No
City of Rockaway Beach
Engineer Work
Dated:
In accordance with the City Engineering Services Contract entered into between City of Rockaway Beach (City) and (Engineer), dated 20 (Contract), Engineer is authorized to complete the scope of work defined in this Task Order according to the schedule and budget identified herein.
SCOPE OF WORK
The scope of work includes:
, as further outlined in Exhibit A to this Task Order.
BUDGET
The costs for Engineer's services as defined herein, including reimbursables, shall no exceed \$
COMPENSATION
Compensation shall be paid up to the total maximum compensation set above in accordance with Section 3 of the Contract and Engineer's Schedule of Rate and Charges attached to the Contract as Exhibit E.
In accordance with Section 2.3 of the Contract, if additional funds are required to complete the services defined herein beyond the limit set above, Engineer shall notify City in writing prior to reaching the authorized limit, and will not proceed with work in excess of the limit without the prior written approval of City.
SCHEDULE
Work shall be initiated within days of issuance of this Task Order and completed within days.
TERMS AND CONDITIONS

All work under this Task Order is governed by the terms and conditions of the Contract, unless otherwise specifically set forth herein.

Exhibit C

PUBLIC CONTRACTING CODE REQUIREMENTS For ORS 279C Personal Service Contract

- Engineer shall pay promptly, as due, all persons supplying labor or materials for the performance of the Work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- 2. Engineer shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the Contract shall promptly be paid.
- 3. Engineer shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- 4. Engineer and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 5. Engineer shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, Engineer shall pay the employee at least time and one-half pay for: 1) all overtime in 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime; or 2) work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G).
- 6. Pursuant to ORS 279C.520(2), the Engineer must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- 7. Pursuant to ORS 279C.530(2), all employers, including Engineer, that employ subject workers who work under this contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Engineer shall ensure that each of its subcontractors complies with these requirements.

- 8. All sums due the State Unemployment Compensation Fund from Engineer or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- 9. The Contract may be canceled at the election of City for any willful failure on the part of Engineer to faithfully perform the contract according to its terms.
- 10. Engineer certifies that it has not discriminated against minorities, women or emerging small business enterprises or a business enterprise that is controlled by or that employs a veteran as defined in ORS 408.225 in obtaining any required subcontractors.
- 11. Engineer certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.
- 12. In the performance of this Contract, Engineer shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies, and shall compost or mulch yard waste material at an approved site, if feasible and cost effective.
- 13. Pursuant to City's Public Contracting Rule 137-049-0880, City may, at reasonable times and places, have access to and an opportunity to inspect, examine, copy, and audit the records relating to the Contract.
- 14. Contractor shall ensure City's compliance with all applicable provisions of ORS 279C.527 and OAR Chapter 330 Division 135 regarding green energy technology requirements for new or major renovations of public buildings costing over \$5,000,000.
- 15. The following notice is applicable to work involving excavation. "ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987."

Exhibit D

Request for Proposal

Exhibit E

Engineer's Proposal



501 E First Street Newberg, Oregon 97132 phone 503-554-9553 fax 503-537-9554 January 30, 2025

Luke Shepard City Manager City of Rockaway Beach 276 Hwy 101 S Rockaway Beach, OR 97136

Dear Mr. Shepard and Evaluation Committee Members,

HBH Consulting Engineers, Inc. is pleased to provide this proposal for City Engineer of Record (EOR) Services for the City of Rockaway Beach.

Our engineers have significant experience in providing professional engineering services for capital improvement projects. This largely includes projects where HBH is the design engineer, construction manager, and overall project manager. This also includes projects where we represent our municipal clients, acting as their City Engineer of Record.

HBH has been serving as the City Engineer of Record since 2004. Matt Del Moro joined HBH in 2016 and nearly immediately began working with Rockaway in a limited capacity. In 2018, Matt's responsibilities in providing engineering services for the City began to grow, before taking over as the primary point of contact for Rockaway in 2022. As such, Rockaway has always been Matt's top priority, and the community has carved out a special place in his life.

HBH serves as the City Engineer of Record for the City of Junction City, City of Detroit, City of Idanha, Oceanside Water District, Beaver Water District, Netarts Water District, Vineyard Mountain Water District, and Neskowin Water District. We also provide On-Call Professional Engineering Services for the City of Hood River, City of Newberg, City of Lincoln City, City of Happy Valley, and the City of Newport. In our capacity as EOR, we have provided design of the Old Growth Forest Trail, Anchor Street Park, Wayside Park Improvements & Beach Access, and several other studies and capital projects. HBH has the resources and manpower to complete the work required by the City.

As a small, Oregon-based firm, we offer a personal relationship with the City while providing a highly qualified project team comparable to our larger competitors. Our following proposal will show a wealth of experience with professional engineering services for capital improvement projects.

HBH has read and will sign the City Engineering Services Agreement without changes as included in the RFP. Matthew Del Moro, PE, Robert Henry, PE, and Andrey Chernishov, PE, are all authorized to sign contracts for the firm. Matt will be the City Engineer, Project Manager, and main contact for any correspondence, negotiations, contracts, and amendments. At a minimum, all terms, conditions, and scope of services are hereby included within our proposal. Should you have any questions, please do not hesitate in contacting us directly at (503) 554-9553. We welcome the opportunity to discuss any aspect of our firm.

Sincerely,

HBH Consulting Engineers, Inc.

Matthew Del Moro, PE; Secretary/Treasurer/Principal/Project Manager

ph: 503-554-9553 | fax: 503-5537-9554 email: mdelmoro@hbh-consulting.com

INTRODUCTION

HBH Consulting Engineers, Inc. is pleased to submit the following Proposal to provide City Engineering Services to the City of Rockaway Beach. The professional engineers at HBH have collectively provided decades of City Engineering services to communities across the State of Oregon, with an emphasis on the Northern Coast. HBH has served as Rockaway's City Engineer of Record for 20 years. We hope to continue to provide excellent work as your engineer in the future.

The following individuals are authorized representatives of HBH Consulting Engineers, Inc. and may represent HBH in negotiating and signing any agreement which may result from this Proposal: Matthew C. Del Moro, PE, Robert M. Henry, PE, and Andrey R. Chernishov, PE

QUALIFICATIONS & KEY PERSONNEL

Company Background

HBH Consulting Engineers, Inc. was incorporated in 1997 with the goal of offering a higher level of engineering services to our clients. Over the past 27 years, HBH has proven to provide excellent service and assistance to

small and mid-sized communities in several fields, including infrastructure planning, design, and construction management; funding assistance; regulatory compliance; and general technical support. In our approach to this work, we have coordinated our efforts with the needs of our clients and the requirements of regulatory agencies to develop cost-effective and innovative solutions within budget and on schedule.

- ➤ HBH has performed the duties of Engineer of Record for more than 20 Oregon communities.
- Collectively, our proposed team members have over 100 years of experience in providing water, wastewater, transportation, and stormwater engineering services.
- ➤ We have extensive experience and knowledge of State and Federal funding programs. We have attended numerous One-Stop meetings and have an excellent record in submitting top ranking funding applications. As the vast majority of our clients are smaller communities, we provide funding management and project compliance from planning through construction completion.
- We have an excellent working relationship with State and Federal regulatory agencies including Oregon Department of Environmental Quality, OHA Drinking Water Program, Oregon Department of Transportation, Oregon Department of State Lands, US Environmental Protection Agency, US Army Corps of Engineers, and many others.

Key Personnel, Proposed Roles, & Availability

HBH Consulting Engineers employs eleven engineering staff with additional administration available. Our subconsultants provide additional support on highly specialized projects. Below is a list of key staff, their proposed roles, and their qualifications. Additional staff will be made available to support the City if deemed necessary as Rockaway Beach remains a top priority.

Current Engineer of Record Rockaway Beach (since 2004) Detroit (since 2006)

Junction City (since 2013)

Oceanside Water District (since 2013)

Beaver Water District (since 2013)

Idanha (since 2013)

Netarts Water District (since 2021)

Vineyard Mountain Water District (since 2021)

Neskowin Water District (since 2024)

Chehalem Springs Water District (since 2017)

Hood River Development Review Engineer (since 2020)



Matt Del Moro, PE (Oregon License #93836PE)

City Engineer/Principal in Charge | Availability: 600 hours committed; 900 hours available

Matt has eight years of experience working with Rockaway Beach. He is currently the Engineer of Record for the Neskowin Water District and Vineyard Mountain Water Improvement District. Recently, Matt assisted in the design of three and a quarter miles of water distribution piping improvements for the City of Detroit and served as the Project Engineer and Project Manager for the City of Idanha Water System Improvements Project. This project was funded through the Community Development Block Grant Program and consisted of a complete overhaul to the City's water system, upgrading nearly one mile of six- and eight-inch PVC distribution piping, 1,100 feet of raw water transmission main, and installed a new ultrafiltration water treatment plant utilizing membrane technology.



In 2016, Matt assisted in guiding the Southern Flow Corridor project through construction. The project was a joint project for Tillamook County and the Port of Tillamook Bay that aimed to reduce flooding on Hwy 101 by removing existing levees and creating new setback levees to reestablish old tidal estuary in Tillamook Bay. This project went on to win a grand award from the American Council of Engineering Companies (ACEC) for innovative design and impacts to the community.

Working with Rob Henry and the Port of Tillamook Bay, Matt assisted in designs dechlorination and ammonia treatment

improvements for the Port's wastewater treatment plant to help maintain NPDES permit compliance. Additionally, Matt worked closely with DEQ to establish a sampling and biosolids management plan for the Port of Tillamook Bay to assist them in the safe removal and disposal of biosolids from their lagoons. Matt also authored a feasibility study for the City of Lincoln City to evaluate alternatives to address new NPDES permit limits relating to discharge temperature, copper, and zinc.

Robert Henry, PE (Oregon License #19191)

Assistant City Engineer/Water and Wastewater Specialist | Availability: 100 hours committed; 250 hours available

Rob will act as the Assistant City Engineer of Record. In this role, he will work closely with the City Engineer to ensure the City's needs are met. Rob is a Principal and co-founder of HBH with over 32 years of experience in the municipal engineering field. He has served as the Engineer of Record for communities throughout his career and is currently the Engineer of Record for Rockaway Beach, Detroit, Beaver Water District, Idanha, Netarts, and Junction City as well as Assistant District Engineer for Neskowin Water District.

Rob is one of the foremost water system experts in Oregon. HBH has had numerous contracts directly with the State of Oregon since 2001. Rob has been the project manager for all of these contracts. His design experience includes dozens of water treatment plants, reservoirs, and pump stations, along with many miles of water line. Rob also has significant experience with wastewater systems, including planning, design, and construction management for several wastewater treatment plants. He is currently managing wastewater treatment projects for Junction City, Port of Tillamook Bay, and Cloverdale Sanitary District. Rob started out his career with the unique perspective of having worked as an assistant plant operator at the McMinnville wastewater treatment plant in college. Through this experience, he gained a special appreciation for operation and maintenance of equipment and the way that plant layout can influence the ease of operation. He has carried this perspective into his many projects to make treatment facilities that are not only functional



Proposal for Engineering Services

but also friendly to the operators. In addition to the engineering of wastewater systems, Rob has had significant involvement with the negotiations and compliance assurance for NPDES and WPCF permits. Most recently, this includes negotiations for new permit limits for the Port of Tillamook Bay and City of Junction City, along with the MBR and recycled water system for Fox Farm Resort in Dundee.

Andrey Chernishov, PE, CWRE (Oregon License #76347PE, #76347CWRE)

Land Use Planning & Development Specialist | Availability: 50 hours committed; 300 hours available

Andrey will serve as the land use planning & development specialist responsible for the projects relating to

growing development inside the City (see Land Use Planning & Development section further in the proposal for more detailed experience). Andrey is the discipline lead for private development plan review, stormwater, civil site design, wastewater pump stations, and transportation. He has over 19 years of post-graduate experience.

His wastewater experience includes over 30 miles of public wastewater collection system pipeline design. Andrey has also provided design or project management for seven wastewater lift stations. Andrey has managed over 50



municipal rehab projects, and he has designed over 20 miles of new and rehab public roadway improvements, ranging from major collectors to local residential roadways. Many of these road design projects included stormwater improvements.

Andrey has been working with coastal clients since 2013 and was the project manager on the Southern Flow Corridor project for Tillamook County and the Port of Tillamook Bay, which won an ACEC Engineering Excellence Grand Award in January 2018.



Zack Hartman, PE (Oregon License #89933PE)

Project Manager | Availability: 350 hours committed; 600 hours available

Zack is a project manager at HBH with over nine years of municipal experience. Zack's water treatment experience includes assisting in the design of a new disinfection facility in Junction City, iron and manganese treatment in Gresham, a new conventional filtration plant in Tigard, raw water intake upgrade in Oakland, a corrosion control facility upgrade in Weslinn, and a filtration plant expansion in Junction City. Zack gained a strong practical understanding of water treatment from his hands-on work experience as an operator at the Grants Pass Water Filtration Plant. Zack managed an asset management plan for the Confederated Tribes of Warm Springs, including creating a capital improvement program to maximize the useful life of the plant by replacing failed equipment, rehabilitating aging equipment, and installing new treatment processes. Zack assisted in the design of water pump stations in Netarts, Rockaway Beach, and Tualatin. Zack worked at the City of Portland Bureau of Environmental Service, where he was located at the largest wastewater treatment facility in Oregon and was involved in wastewater treatment, pump station, and sewer rehabilitation projects.



Jenny Borth, EIT (Oregon License #90972E1)

Wastewater, Parks, & NPDES Permit Specialist | Availability: 200 hours committed; 450 hours available Jenny has a master's degree in environmental engineering and over six years of work experience in environmental monitoring, water improvement projects, site design, and wastewater upgrades. In 2023 and

2024, Jenny provided funding application assistance to the City of Junction City, enabling them to acquire grant assistance for several projects. Jenny excels in roles that require coordination with government entities to navigate complex regulatory standards and changing government requirements. In 2023 she worked with DEQ to provide timeline extensions and extended compliance schedules for two of our clients. Jenny's recent wastewater experience includes recycled water use planning, wastewater treatment plant improvements for clients such as the Port of Tillamook Bay and Junction City.



Devin Sene, EIT (Oregon License #94577EI, #94577LSI)

Water System Project Designer/Lead Resident Project Representative | Availability: 300 hours committed; 450 hours available

Devin has six years of experience in municipal and private development. This includes preparing final construction documents on a 145-lot subdivision located in Sherwood, OR. His experience includes utility design of water distribution systems, stormwater, and sanitary sewer, along with road design, county frontage improvements, and highway improvements. He completed most of the drafting and design related to the water distribution and stormwater collection system. Devin has served as HBH's lead field representative on several multimillion-dollar construction projects. Devin also served as the lead inspector on the Anchor Street Park project for the City of Rockaway Beach.

Micah Cisneros, EIT (Oregon License #94143EI)

Project Designer/Certified ODOT ADA Inspector/Accessibility Specialist | Availability: 200 hours committed; 350 hours available

Micah has 7 years of postgraduate experience in municipal and private engineering and has his ADA Curb Ramp Inspector Certification from ODOT. Prior to his employment at HBH he worked designing and drafting private development projects at AKS Engineering and Forestry. Micah has participated directly in the design, drafting, and construction Inspection of private and municipal water, stormwater, wastewater, street, and land development projects. His duties include preparing and reviewing engineering plans, calculations, specifications, technical memoranda, and cost estimates. He has experience obtaining development permits and land use approval for private development projects as well as familiarity working with regulatory agencies and state and local codes and standards.

Matt Kohlbecker, RG (Oregon License #G2248) – GSI Water Solutions

Principal Hydrogeology Lead

Matt has 23 years of experience helping municipalities and businesses solve water resource challenges. He has worked extensively on all stages of groundwater supply development, including well siting studies, preparation of bid specifications, well design, well drilling, and well rehabilitation. Matt has been the lead

hydrogeologist on the design and construction oversight for more than 25 water supply wells in Oregon. In addition, Matt is experienced in using innovative technologies such as aquifer storage and recovery (ASR) and artificial recharge (AR) to augment water supply.





<u>Suzanne de Szoeke – GSI Water Solutions</u>

Supervising Water Resources Lead

Suzanne has 15 years of experience specializing in watershed management and planning. Her expertise includes water rights management, water management and conservation plan development, drinking water/source water protection plan development and implementation, watershed planning documents development, and water conservation program development and support. Suzanne has worked extensively with coastal communities and water providers, including the Cities of Depoe Bay, Lincoln City, Rockaway Beach, Florence, Toledo, Newport, Waldport, and Yachats, and the Seal Rock Water District. She is currently leading the development of the City's Sourcewater Protection Plan for the Jetty Creek Watershed and is familiar with the City's water rights portfolio and water supply.

<u>Lindsi Hammond, PE (Oregon License #88693PE) – GRI</u>

Principal Transportation Design Specialist

Lindsi Hammond is Principal with GRI and has 17 years of experience in pavement engineering and management. She is responsible for projects related to pavement evaluation, design, and management for a

wide range of public agencies, including municipalities, counties, states, and port authorities. She understands the challenges associated with transportation improvement projects, including analysis of new and existing pavement systems, evaluation of subgrade support conditions, consideration of utilities and grade



constraints, staging of construction activities, and advancing alternatives that promote sustainability. Lindsi has utilized specialized testing methods such as Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) to evaluate structural integrity of various pavement types. She has completed numerous pavement rehabilitation, maintenance, and design projects and has experience with a wide array of rehabilitation treatments and reconstruction options, such as mechanical stabilization and full-depth reclamation (FDR).

Kevin Wood, PE (Oregon License #93570PE) – Shannon & Wilson

Geotechnical Engineering Specialist

Kevin specializes in geotechnical engineering for pipelines, pump stations, treatment facilities, and other water/wastewater-related public infrastructure. He plans and provides site characterization, design and construction recommendations, review of project plans and specifications, and construction support and consultation. His technical expertise in supporting water supply projects includes slope stability/seepage analyses, deep excavations, seismic ground motion characterization analysis, liquefaction analyses, shallow and deep foundation systems, ground improvement techniques, retaining wall designs, subsurface drainage systems, and shoring and dewatering evaluations.

Approach to Large Projects & Construction Management

Serving communities throughout Oregon, HBH has had the privilege to work on numerous large design and construction projects with contractors ranging from small family businesses to large corporations. Engineers at HBH take a structured step-by-step approach during a project life cycle that begins with early planning and funding applications before proceeding to modeling, design, and finally construction and post construction management.

Benefits of a Small Firm

As a small, local engineering firm, our clients have direct access to all levels of staff from entry level technicians to principal engineers, allowing for more personalized and responsive service. At a smaller firm, senior engineers, principals, and decision-makers are directly involved in all stages of the project, ensuring clients'



needs are understood and addressed quickly and effectively. This level of involvement can lead to more tailored solutions and a higher quality of work in navigating complex challenges. In our experience, this contrasts to larger firms where the design and management of projects are delegated to entry-level engineers or technicians; keeping senior engineers working with large clients until something goes wrong.

Design Approach

Principals, project managers, and professional engineers make up over half of the engineering staff at HBH and are directly responsible for the design of all projects. In our experience, this contrasts with larger engineering firms where senior engineers and project managers spend much of their time working with large clients, delegating smaller projects to entry level engineers and technicians until something goes wrong. The level of involvement of our senior engineering staff leads to more tailored solutions and a higher quality of work in navigating complex challenges. Early involvement in senior engineering ensures the project design continues moving forward efficiently and will prevent redesigns down the road. This approach keeps costs low for our clients.

Construction Management

Despite thorough planning and analysis, unforeseen changes can arise during construction due to factors such

as unexpected site conditions, material shortages, or changes in regulatory requirements. These unanticipated challenges may necessitate changes in scope of work, cost inflation, or schedule extensions. It is imperative that engineers are able to work with contractors to manage the cost of construction, ensure projects stay on budget,

Average Percentage Increase of Change Orders		
HBH Managed Construction Since 2020 2.20%		
AACE International Average	-10% to 15%	
Dodge Construction Data & Analytics Average	10%	

and refute unnecessary change orders or pricing. The Association for Advancement of Cost Engineering (AACE International) lists the expected cost accuracy during estimating (Class 2 Estimates) as -10% to 15%. A study completed by Dodge Data & Analytics found change orders can make up as much as 25% of the contract value, with the average rate of change orders being approximately 10% of the contract. At HBH, we pride ourselves in providing thorough and complete contract documents and continually value engineering projects to keep construction costs low. Since 2020, HBH has managed more than \$12 million dollars in construction contracts with change orders making up only 2.2% of this figure. The table below shows the average rate of change orders on the contract.

Managing Large Contracts & Contractors

Staff at HBH have extensive experience working with large grant and construction contracts as well as large contractors. Since 2017, HBH has completed several large construction projects for clients including the Port of Tillamook Bay, Tillamook County, City of Detroit, City of Idanha, City of Rockaway Beach, the Oceanside Water District, Confederated Tribes of Warm Springs, and the design and/or oversight of several large private contracts. The table below shows some of the projects over one million dollars that HBH has managed over this time period.

Year Completed	Client	Project Name	Work Classification	Construction Value
2017	Oceanside Water District	Water System Improvements	Treatment, Storage, Distribution	\$5,684,981.70
2018	POTB/Tillamook County	Southern Flow Corridor	Floodplain Restoration	\$5,500,930.00
2020	City of Oakland	Raw Water Intake	Surface Water Intake	\$1,758,801.00
2020	City of Idanha	Water System Improvements	Transmission, Treatment,	\$1,389,077.79
			Distribution	
2021	City of Detroit	Water System Improvements	Water Distribution	\$2,229,870.50
2024	City of Rockaway Beach	Anchor St Park	Parks	\$1,255,197.50
2024	Confederated Tribes of	Dry Creek Water Treatment	Water Treatment	\$4,800,000.00
	Warm Springs	Plant Upgrade		
2024	City of Junction City	Bailey Well & Disinfection	Groundwater Well & Treatment	\$1,351,371.40
2025	City of Detroit	Water Treatment Plant	Water Treatment and Controls	\$2,006,125.00



Over their careers, our engineers have worked with several large contractors including K&E Excavating, Apollo, Andersen Construction, James W. Fowler, McClure & Sons, Inc., The Saunders Company, Knife River, Pacific Excavation, The Automation Group, Slayden, MEI Group, and Romtec. Our staff has great working relationships with these contractors and are effectively able to manage the projects. Because we allow our seasoned engineers to manage construction projects, contractors are not able to cut corners or issue unnecessary billings.

Experience with Small Communities

HBH prides itself in representing smaller communities across the State of Oregon. However, since our foundation in 1997, HBH has provided specialized representation for many small communities along the Oregon coast. The map on the page following a star all the communities HBH has provided engineering services for.

The vast majority of our clients are small communities. Our larger clients are the Cities of Hood River and Junction City. Some of our smaller clients are communities of less than 50 people. Our specialty is truly small communities. We understand the unique needs of small cities and districts, including financing, planning, design and construction services.

Our goal is to be an extension of City staff for any possible needs.

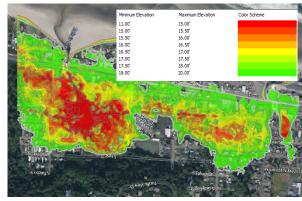
Stormwater & Transportation Regulation, Design, & Operation

The geography and climate of Rockaway and the surrounding area means the City experiences higher than typical rainfall and significant runoff directly from the Coastal Mountains. Since much of the City is flat, it is difficult to effectively drain stormwater. Additionally, the presence of the Pacific Ocean can limit the rate at which stormwater can be discharged at high tides and during large storms.

To accommodate the population, the City has a sprawling street and stormwater system. In 2024, HBH completed a street capital improvement (CIP) plan to analyze city owned streets to identify infrastructure deficiencies needing prioritization. The street CIP identified many areas in town where

stormwater ponds in public rights-of-way, reducing the life expectancy of City infrastructure. This was noted during HBH's completion of a stormwater feasibility study regarding the causes of flooding on S Coral Street and S 2nd Ave and analyzes some potential fixes to the issue.

The majority of stormwater in Rockaway discharges into Saltair and Rock Creeks, with several other stormpipes outfalling directly to the beach. Many of the outfalls are buried beneath sand and their condition is unknown. Large storm events coinciding with high tides can cause a backup of stormwater in the creeks, causing a violent clash of flows. This



intense colision increases the risk of blowout to portions of the City's stormwater infrastructure, which has been noted in Rock Creek where it passes under S Nehalem Ave near Highway 101.

Civil, Electrical, Mechanical, and Transportation Engineering

HBH employs eleven engineering staff. This includes six professional engineers with nearly 100 years' cumulative experience in civil, environmental, process mechanical, and transportation engineering. As such, we are able to provide a wide range of engineering guidance as described throughout this proposal. In our



capacity as Engineer of Record, we can provide simple designs of structural, electrical, and mechanical engineering services. For projects that require highly technical structural, mechanical, geotechnical, transportation, and environmental engineering, we team with subconsultant professionals who are experts in their field.

Well Groundwater Pumps

HBH has served as the Engineer of Record for Junction City for over ten years. The City of Junction City utilizes exclusively groundwater wells for their municipal water supply. In our time as Engineer of Record, we have



designed and managed several of the City's well pumps upgrade. These projects include designing and managing the construction of a 1,100 gpm groundwater well in 2016 and a new 900 gpm groundwater well in 2024. HBH has designed and is working to secure funding for two additional emergency wells with a capacity of 600 gpm each. The City of Junction City's groundwater wells contain iron, manganese and hydrogen sulfide, which can cause taste and odor issues as well as staining and sediment in pipe. We designed three new green sand filtration systems to address these concerns and to improve the water treatment plant's capacity.

In addition to the above groundwater well projects, HBH has completed well predesigns, certifications, and replacement designs

for Manzanita, Junction City, Bay Aire Mobile Home Park, Beaver Water District, and Hiland Water Corporation.

Water Distribution Systems & Booster Pump Stations

Staff at HBH have completed planning, design, and construction management of countless water transmission and distribution pipeline projects. We have designed projects that incorporate pipe ranging in size from 4-inch to 24-inch diameters and have experience working with various types of piping materials including HDPE, PVC, and ductile iron. We have also worked to replace old distribution systems constructed of asbestos cement transite, cast iron, and steel. Our designs have included basic trench work as well as directional borings as needed to avoid impacts on wetlands, rivers, highways, and railroads; all of which are of significant concern in Rockaway. Additionally, we can also assist in reviewing existing distribution systems for an evaluation of the system backbone for seismic resiliency.

HBH has completed over 65,000 feet of waterline design over the past eight years in the cities of Detroit, Idanha, Rockaway Beach, Junction City, Oceanside, and Cape Meares alone. In addition, we have completed the design and construction management of booster pump stations for the City of Rockaway Beach, Oceanside Water District, Elk Ridge Subdivision, and Hiland Water Corporation.

As an example of our experience in water system design, serving the Oceanside Water District as the District's Engineer of Record, HBH provided design of approximately 25,000 feet of waterline improvements ranging from 6- to 12-inch diameter. HBH also designed a raw water intake pump station and two booster pump stations for the District's water system, one being an emergency 50,000 gpd booster pump station equipped with a fire demand pump and emergency generator. HBH has also completed water distribution improvements for Rockaway Beach, Detroit, Idanha, and various other communities.

Water Right Acquisition and Maintenance

Andrey Chernishov is a Certified Water Rights Examiners (CWRE). We're assisting communities all around Oregon complete the necessary paperwork to maintain their water rights including extensions, transfers, certifications, etc. We also work with communities to decipher the legal terminology and help them understand what they need to do to keep their water rights and permits active.



As part of our services, we have assisted the City of Junction City, Vineyard Mountain Water District, Beaver Water District, Sunstone Water LLC, and many others. Suzanne de Szoeke from GSI is currently assisting the City with work relating to the City's watershed and would provide additional support for any issues surrounding obtaining, maintaining, or during the transfer of the City's water rights.

Activated Sludge & Bio-Bag Sludge Disposal Wastewater Treatment

Our project team has significant experience with the planning, design, and construction of wastewater treatment plants throughout Oregon. This includes activated sludge treatment systems such like the plant owned and operated by the City of Rockaway Beach. HBH is currently working with on improvements to the Fishhawk Lake WWTP, which is an activated sludge process. Other improvements to activated sludge WWTPs by HBH staff include Sweet Home, Rockaway Beach, and Hood River.

Our WWTP solids disposal systems include the design and permitting of the Rockaway Beach Bio-Bag system.

Wastewater Collection Systems & Lift Station Design

We have prepared construction bid ready documents for various types of sanitary sewer collection system improvements. These include local sanitary mains to large diameter trunk or interceptor sanitary mains. In addition, we have worked on numerous wastewater pump/lift station rehabilitation projects from small single pump to triplex 100-hp pump stations.

Darlant Name	Particul Cine	La cattan
Project Name	Project Size	Location
Gravity & Forcemain Pipe bursting	404 LF of of pipe bursting through existing 8" ductile iron sanitary sewer gravity main with 8" HDPE pipe	Rockaway Beach, OR
Main Pump Station	Drypit to wetwell conversion of existing 600 gpm pump station with new wetwell, generator, and bypass assembly	Rockaway Beach, OR
North Common Force Main Replacement	2,000 LF of 16-inch diameter PVC force main	Junction City, OR
Vista Dale Sanitary Sewer LID Project	800 LF of new 8" gravity sanitary sewer collection system with associated laterals	Junction City, OR
2nd, 3rd and 6th Street Wastewater Rehabilitation	5,200 LF of 8"-12" wastewater main	Newberg, OR
NW Jetty Ave Sanitary Sewer Main Improvements	1,300 LF of 18"-27" gravity wastewater main	Lincoln City, OR
Spyglass Pump Station	Drypit to wetwell conversion of 180 gpm lift station along with SCADA upgrades.	Lincoln City, OR
West Devils Lake Pump Station	Upgrading existing 650 gpm duplex dry pit pump station to a new 1,300 gpm VFD submersible duplex station.	Lincoln City, OR
Roads End South Pump Station	Replaced existing 490 gpm surface mounted suction-lift station with a 2,000 gpm VFD duplex submersible pump station.	Lincoln City, OR

WPCF/NPDES Permit Regulations and Compliance

The engineers at HBH have a solid working relationship with DEQ, and we routinely receive timely responses. DEQ has been advised to take interpretations of existing regulations. Complying with these requirements takes innovation and an in-depth understanding of both the law and the technologies. HBH is currently acting as the representative for the City of Junction City working with DEQ to finalize the City's new NPDES permit and develop an appropriate compliance schedule.

The Hills Resort is a private development project in Dundee along HWY 99, where HBH recently provided design, construction management, and permitting support. The project included a Wastewater Recycling Plant where a space-efficient **mechanical wastewater treatment plant produces a Class A effluent**. HBH negotiated the new WPCF permit in cooperation with DEQ. The WPCF Permit has been approved.

HBH is currently working on a project for the Port of Tillamook Bay to bring the wastewater treatment plant into compliance with its NPDES permit as well as negotiating the new NPDES permit limits for Ammonia.



Municipal Transportation Systems

Transportation engineering is an important aspect of City Engineering Services. The City needs a firm that understands how to work with ODOT and, just as importantly, the consultant needs to understand the City's roads, streets, bikeway, and pedestrian facilities as well. HBH has considerable experience providing services to small communities where the State Highway is also Main Street.

HBH has provided design and construction services for many roadway improvements projects for the cities of Newberg, Lincoln City, Rockaway Beach, Detroit, and Idanha. These projects often included pavement design, storm drainage improvements, and street maintenance. We have also completed several high visibility pedestrian crossings in ODOT right of way.

Road Maintenance & Rehabilitation Systems

In 2020 and 2021, HBH and GRI contracted with the City of Newberg to provide condition analysis and design recommendations for road rehabilitation and maintenance on various candidate streets. These projects consisted of utilizing ground penetrating radar (GPR) as a method of nondestructive field testing to analyze the condition of candidate streets provided by the City. As a subconsultant, GRI specializes in pavement design, engineering, and management to help municipalities proactively maintain road networks, extend pavement life, and optimize funding. We provide proven maintenance strategies—such as preventive treatments and rehabilitation techniques—that optimize funding and delay full reconstruction as needed to meet funding allowances.



With extensive experience in municipal transportation systems, we are familiar with applicable agency standards and can focus on enhancing roadway performance and longevity.

Oregon Land Use Law/Planning & Development Infrastructure Issues

HBH provides private development review for our Engineer of Record clients. The included table shows the clients where we do significant review. Our primary development review principal, Andrey Chernishov,

coordinates plan review for most of our clients. Andrey served for three years as a Planning Commissioner for the City of Canby and has a thorough understanding of land use, planning, and development related issues. Our team has prepared over 50 land use planning applications for various cities for private development clients. We have presented in front of city planning commissions and City Councils on behalf of developers and understand land use law related to private development, we have worked with land use attorneys on both the development and city side of the process. Private and commercial development

Private Development Review

Rockaway Beach

Hood River

Junction City

Detroit

Idanha

remain a smaller part of our business, but having sat on both sides of the table, our engineers understand how developers and cities operate.

Contract Law & Intergovernmental Agreements

Our work often requires coordination with regulatory agencies, typically in conjunction with compliance reviews and permitting requirements. This is often a part of our wastewater and water projects, right-of-way easements, environmental overview, or coordinating city or district improvements as part of a larger project administered by a State, Federal or county agency. These agencies are where most of the contract laws originate and where policies are determined. We have also helped arrange and determine fair terms for intergovernmental agreements under these regulations.

HBH has worked extensively with the DEQ on many wastewater projects, including treatment plants, pump



stations, outfalls, environmental reports, facilities plans, collection system projects, rehabilitation projects, pre-design reports, and many others. We have also been involved with NPDES and WPCF permit renewals and modifications as well as in MOA negotiation and administration. Working with DEQ requires a working knowledge of TMDLs. Regarding water systems and projects, HBH has an excellent working relationship with DWP. We have been in contract with the DWP to provide engineering services for the State of Oregon Circuit Rider Program between 2001 and 2016.

Public Improvement Contracting and Administration

It is important to know how public contracting works. HBH engineers have administered projects of every variety from water to transportation. Many policies are the same between disciplines such as prevailing wage rates, but many requirements vary. State law is continually changing. Often times large grants and loans come with a large number of stipulations to maintain compliance. HBH provides loan and grant

Grant/Loan Administration		
Project	Construction Value	
Oceanside Water System Improv.	\$5,684,981.70	
Detroit Phase 2 Water System Improv.	\$2,229,870.50	
Detroit WTP Improvements	\$2,006,125.00	
Detroit Water System Reconstruction	\$7,800,000 (estimated)	

administration to ensure communities peace of mind as they maintain compliance with complex regulations. The table to the right provides recent projects HBH has provided grant/loan administration for.

Public Utility Billing Operations & Maintenance

HBH has assisted in improving community billing systems to ensure the municipalities are getting the most for their delivered water. Water meters are a critical piece of infrastructure and are often a forgotten piece in design and maintenance. In traditional positive displacement meters, as the water meter ages, the internal disc begins to spin more slowly, reducing the flow recorded by meters. Within the past six years, HBH has completed City wide water meter upgrades for the Cities of Detroit and Idanha. These projects have helped allow for accurate billing, maximizing each community's water revenue. We have also completed in depth water rate studies for the City of Detroit, Oregon and as part of all water master plans.

Public Infrastructure Financing

The ever-increasing costs associated with today's public infrastructure projects necessitates that all communities, districts, and associations be vigilant in pursuing and utilizing public funding programs including

low interest loans, grants, and other programs. HBH Consulting Engineers, Inc. takes pride in our knowledge and success in assisting communities in obtaining project funding. Nearly all of our municipal engineering capital projects, as well as many of the studies and reports, involve some degree of outside funding from various agencies. Through our extensive experience with nearly every available funding agency, we have developed a clear understanding of the eligibility and requirements as well as the advantages and disadvantages of each these programs.

As part of our funding assistance, HBH staff has provided technical support during "One-Stop Meetings" conducted by Business Oregon as part of the Infrastructure Finance Authority (IFA). We are careful to develop planning documents and rate studies that meet the requirements of the various potential funding agencies and may be used in support of funding applications. Once a project has received funding, HBH regularly oversees administration of the funding package



in order to ensure that the project complies with the conditions of the funding. This includes obtaining



environmental clearance, required submittals (such as Build America, Buy America Certification), prevailing wage rate certification, and meeting completion deadlines.

Funding Assistance					
Project	Funding Source	Funding Allocation			
Oceanside Water System Improvements	State Revolving Loan Fund	\$6 Million+			
City of Idanha Water System Improvements	CDBG	\$1.75 million			
City of Detroit Water Distribution	State Revolving Loan Fund	\$3 million+			
City of Detroit Emergency Assistance	USDA RD ECWAG	\$1.25 million			
City of Detroit Wildfire Reconstruction	FEMA/Special Publics Works Fund	\$7.8 million+			
City of Junction City – Alderdale Well	USDA RD ECWAG	\$1 million			
City of Junction City – Raintree Well Manganese Treatment	EPA Emergent Contaminants Grant	\$9.7 million			
City of Oakland – Water Treatment Upgrade	USDA RD ECWAG	\$1 million			

Most recently, Matt worked with City Staff to assist in securing approximately \$3 million from the Safe Drinking Water State Revolving Loan Funds for improvements to water mains in Nedonna Beach. The funding will be part loan and part forgivable loan.

System Development Charges Expertise

Our engineers regularly meet with City staff and council and are comfortable leading public forums discussing

SDC mythologies. SDC credits and reimbursement is often dealt with by HBH staff as private development occurs and is listed on the City's capital improvement plan (CIP). We are currently providing guidance for two of our municipal clients on their SDC methodology as they consider updates. HBH has provided SDC guidance for over a dozen Oregon communities.

Availability of Personnel, Facilities, & Support Staff

Rockaway can look back over the last 5 or 10 years for an example of our commitment to making personnel available. Last year, HBH completed

over 1,800 hours of work for the City and is committed to ensuring the same level of availability at a minimum. The chart to the left details availability of HBH's key personnel.

The firm's legal structure at HBH is an S Corporation. Of our twelve employees, six of them are Professional Engineers. We are careful to maintain adequate staff to promptly meet all our clients' needs with high-quality products. In this capacity, we provide our clients with reliable, quick, and sound engineering design and planning services. Prompt and professional service is our greatest priority. We use the most



■ Committed to Rockaway

System Development Charges

Rockaway Beach

Depoe Bay

Junction City

Detroit

Idanha Beaver

up to date Autodesk Civil 3D drafting software. We also provide GIS services, and we have capabilities in several modeling software packages, such as WaterCAD and PCSWMM.

Insurance

HBH Consulting Engineers, Inc. carries a \$2 million Professional Liability insurance policy to secure all our professional work. In addition, we have a comprehensive general liability, umbrella liability policy, and auto insurance policies exceeding the required coverage amount of \$2 million. We also carry full Workers' Compensation Insurance and require our subconsultants to maintain the same coverage. Additionally, they



Available

are all covered under our insurance when working on projects. The following table provides proof of coverage with policy numbers, effective dates, and limits. Certificates of Insurance will be provided upon request.

Producer:		Contact:			
Orion Insurance Group	Christopher Day		topher Day		
10634 E Riverside Dr, Ste 300	(425) 771-5197		771-5197		
Bothell, WA 98011	ell, WA 98011 ch		chrisday@orioninsgroup.com		
Insurer: Liberty International Underwriters NAIC #1997					
Professional Liability Policy Number:	Effective Date:	Exp. Date:		Limits:	
AEXNYABFXFZ008	03/01/2024	03/0	1/2025	\$2,000,000 Aggregate/Each Claim	
Producer:	Contact:				
AIC Insurance Agency LLC		Tatiana Pos		storonca	
14000 SE Johnson Rd, Ste 210	(3		(503) 513-4453		
Milwaukie, OH 97267		tpostorono		ca@aicagency.com	
Insurer: The Ohio Casualty Insurance Co NAIC #24066					
Automobile Liability Policy Number:	Effective Date:	Exp. Date:		Limits:	
BAA53701580	12/23/2024	12/2	3/2025	\$1,000,000 Combined Single Limit	
Insurer: Liberty Northwest NAIC #24074					
Umbrella Liability Policy Number:	Effective Date:	Exp.	Date:	Limits:	
US053701580	12/23/2024	12/23/2025		\$5,000,000 Each Occurrence/ Aggregate	
Insurer: SAIF Corporation					
Workers Comp Policy Number: 937793	Effective Date:	Exp.	Date:	Limits:	
	03/01/2024	03/0	1/2025	\$1,000,000 Each Accident/ Disease - Each Employee	

References

HBH works with many clients and regulatory agencies. The following references may be contacted if you want to know more from some of our common and repeat clients. Often the smaller communities have one project, and then it is years before we work with them again, but these are communities we work with all the time. Some of these communities we serve as City Engineer or District Engineer.

City of Detroit - Engineer of Record: HBH Consulting Engineers began working with the City of Detroit, Oregon

in 2006. Robert M. Henry, PE serves as the City Engineer of Record. HBH has been working for the past few years on various phases of a large water improvements project that included a new reservoir, intake pump station treatment plant, and telemetry upgrades, as well as the replacement of approximately two thirds of their distribution system. HBH has sourced and managed over \$12 million in funding for Detroit since 2017.

<u>City of Hood River – On-Call Engineering Services</u>: HBH has been working with the City of Hood River since 2016 and was added to the city's on-call engineering services short list in 2021. HBH has worked on the Cascade Ave 15th to 18th Water and Sewer Replacement Project, and the Sanitary Sewer I/I Study as well as currently working on Development Engineering Review Services and the 20th and Rand PRV Replacement.

<u>City of Junction City – Engineer of Record</u>: HBH has been the City Engineer for Junction City since 2013. In addition to typical City Engineering duties, HBH projects have included master plans for wastewater, water, and parks, community center improvements, water treatment plant, wells, and numerous other projects. HBH has assisted the City in securing over \$10 million in grant funds for infrastructure projects.

Subconsultants, Roles, and Responsibilities

We use subconsultants for tasks such as survey, geotechnical evaluation, structural engineering, mechanical engineering, electrical engineering, depending upon the needs of the project. If contracted for a project, these

City of Detroit

Jim Trett, Mayor PO Box 589, Detroit, OR 97342 503-559-0358 detroit@wvi.com

City of Hood River

Adam Schmid, PWD 211 2nd St, Hood River, OR 97031 541-387-5205 a.schmid@cityofhoodriver.gov

City of Junction City

Gary Kaping, PWD
1171 Elm St, Junction City, OR
97448
541-228-0277
GKaping@ci.junction-city.or.us



subconsultants can produce the City required proof of insurance. We have partnered with experts in roadway design & rehabilitation (GRI), groundwater/environmental/water resources (GSI Water Solutions), and geotechnical engineering (Shannon & Wilson). We do not plan on using these consultants on a routine basis, but instead for specialized tasks to ensure the City has the support they need. For these projects, they will provide proof of insurance meeting City requirements and will also be covered under our insurance at the limits required by this proposal.

Nondiscrimination Policy & Drug-Free Workplace

HBH is an Equal Opportunity Employer. As such, we comply fully with all state and federal laws pertaining to nondiscrimination. We employ our staff based on personal skills and capabilities and not based on race, age, color, religion, sex, national origin, mental or physical handicap, political affiliation, marital status, or any other classification. In addition, HBH is committed to maintaining a drug-free workplace that encourages a safe, healthy and productive work environment.

Confirmation of Licensure

HBH Consulting Engineers, Inc., is an Oregon-based corporation. All the Authorized Representatives of HBH are Civil Engineers licensed to work in the State of Oregon. This includes the proposed primary City Engineer, Matthew C. Del Moro, PE and proposed Assistant City Engineer, Robert M. Henry, PE.

Use of Local Resources

Public improvement projects often have a significant impact on the local community. Whether it be the construction of a new city park, boardwalk, water main, or beach access, the result of these projects is typically an improvement in quality of life for the community. However, there are phases of work that have the potential to cause hardship on individuals, such as user rate increases or construction closures. This makes public outreach a vital component to maintaining a successful project. While we cannot be local to every community we serve, we strive to engage with the public to promote their voice. This is often achieved through attending public meetings, answering questions, creating public surveys, or providing the public with direct contact information for our staff.

In addition to public outreach, we are aware public improvement contracts can impact local communities in other ways. A water main upgrade, for instance, can increase the reliability of water delivered to customers. However, this project also brings with it a significant price tag. Ensuring qualified local contractors and consultants are aware of the upcoming work can provide an opportunity for project expenses to stay in the local economy. Where feasible, HBH aims to utilize qualified surveyors and other local consultants to assist in the completion of the work. Utilizing local resources keeps costs down for the client by reducing the amount of time consultants are commuting to the project site and serves to stimulate the local economy when possible.



City of Rockaway Beach Proposal for Engineering Services



APPENDIX A Résumés



EXPERIENCE RESPONSIBILITY TRUST

MATTHEW DEL MORO, PE

Principal Engineer

Education

Gonzaga University, BS Civil Engineering

Registration

Professional Engineer, Oregon #93836PE

Years of Experience 10

Experience with HBH Since January 2016

Mr. Del Moro is a Principal of HBH specializing in municipal engineering design and project management. Matthew serves as the District Engineer for the Neskowin Water District and Vineyard Mountian Water District and is the Assistant City Engineer for the Cities of Rockaway Beach, Detroit, and Idanha. He has participated directly in all phases of water improvements projects, site design, wastewater upgrades, as well as environmental restoration proejcts. While at HBH, Matthew has focused on waterline replacement, relocation, upsizing, and new construction as well as pump station upgrades, treatment plant improvements, hazard mitigation, and disaster response and recover.

Representative Project Experience

Rockaway Beach Experience

- Jetty Creek Impoundment Improvements
- Old Growth Forest Park Phase 1 & 2
- Wastewater Treatment Plant pH Adjustment
- Washington & Highway 101 Pedestrian Crossing
- Rock Creek Fish Passage Culvert Replacement
- Twin Rocks Culvert & Waterline
- Breaker Avenue Water Main Improvements
- N Pacific Street Improvements Preliminary Design
- Sanitary Sewer Force Main Pipe Bursting
- Highway 101 Waterline Phase 3
- S Pacific View Drive Preliminary Design
- Main Pump Station Improvements
- 3rd Avenue Reservoir Improvements
- Nehalem & Easy Street Overlay
- Nedonna Beach Waterline Improvements 60% Design
- Wayside City Center Park Beach Access Improvements
- Anchor Street Park & Restrooms
- Coral Street Flooding Feasibility Study
- S Pacific Avenue Street, Storm, & Water System Upgrades
- 5 Year Street Capital Improvements Plan
- Lake Lytle Park Preliminary Design
- Water & Wastewater CIP and SDC Methodology Update
- 2025 Street Maintenance Design
- Various Development Review



Rockaway Big Tree



Anchor St. Park & Restroom

Water System Engineering

- Neskowin Water District Water Line Improvements Project
- Neskowin Water District -
- City of Detroit Water Treatment Plant Reconstruction Design Engineer and Project Management.
- City of Detroit 2020 Wildfire FEMA Assistance and Emergency Recovery
- City of Detroit Phase 2 Water System Improvements
- City of Detroit Water Treatment Plant Improvements
- City of Detroit Breitenbush Pump Station Rebuild
- City of Detroit Water Rate Study
- City of Oakland Water Treatment Plant Manganese Improvements
- City of Oakland Raw Water Intake Design and Construction Services
- City of Idanha Water Distribution System Replacement Design Engineer
- City of Idanha Water Treatment Plant Improvements Design Engineer and Project Management
- City of Idanha Water Meter Replacement Project
- Oceanside Water District Cape Meares Distribution Improvements
- Oceanside Water District Oceanside Water Treatment Plant Improvements Project
- Oceanside Water District Cape Meares Water Treatment Plant
- Oceanside Water District Pacific Ave Water Main Extension
- Manzanita Water Department Air Stripping Tower, Well, and Booster Pumps Improvement Project
- Umpgua Ranch Cooperative Water Feasibility Study
- City of Newberg George Fox University Water Main Improvements





Oakland Raw Water Intake

Cape Meares WTP

Wastewater Engineering

- City of Lincoln City Wastewater Feasibility Study for Temperature,
 Copper, and Zinc reductions.
- City of Lincoln City Spyglass Pump Station Upgrade Design Services.
- City of Lincoln City Roads End South Pump Station Survey and Design Services.
- Port of Tillamook Bay Predesign Report and Biosolids Management Plan
- Port of Tillamook Bay Dechlorination & Ammonia Treatment
- Tillamook County Courthouse Basement Plumbing Improvements
- City of Newberg 2nd, 3rd, and 6th Street Wastewater Rehab Project Design and Construction Services
- Tri-City Water & Sanitary Authority Tri-City Sanitary Sewer Lift Station No. 2 Design Services
- City of Hood River WAS & Splitter Box Odor Control Design.

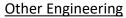


Southern Flow Corridor Restoration

- Lockwood Water and Sewer District Phase 2 Sewer Improvements Construction Inspection
- City of Billings Sanitary Sewer Main Replacement Construction Inspection
- •
- Fishhawk Lake Wastewater Treatment Plant Preliminary Engineering Report

Site Design

- City of Detroit Highway 22 Pedestrian RRFB Pedestrian Improvements
- City of Detroit Community Center Pavillion
- FedEx Distribution, Kalispell, MT Parking Expansion Improvements
- Flathead Valley School District Parking Lot Improvements Project
- City of Detroit, Engineering Services Humbug Street Stormwater Improvements.
- Commerce Court Trailer Sales, Storage, and Refurbishment Preliminary Site Plan.
- Oceanside Neighborhood Association Beach Access Improvements
- Alexander on The River Active Senior Living Facility Evidently



- Tillamook County Southern Flow Corridor Salt Marsh Restoration
- Eureka, Montana Murray Springs Fish Hatchery Raceway Improvements
- City of Idanha 2020 "Old Idanha" Overlays Design Engineer
- City of Idanha Willow Street Rehabilitation Design Engineer



Oceanside Beach Access





EXPERIENCE RESPONSIBILITY TRUST

ROBERT M. HENRY, PE Principal Engineer

Education

Oregon State University, BSCE

Registration

Professional Engineer, Oregon #19191PE

Years of Experience 31

Experience with HBH Founded in 1997

Founded in 1997

- Authored over a dozen water studies
- Design of distribution pipes, booster stations, and intakes
- Design for treatment facilities in Timber, Rockaway Beach, Jewell, Opal Creek, Willamina, Amity and Fishhawk Lake

Mr. Henry is a Principal of HBH and has over 31 years of experience in the municipal engineering field. Robert is the City Engineer for the City of Detroit, Junction City, and Idanha. Robert is an expert in the design and planning of water and sewer treatment systems. He has also designed several street and pedestrian improvements, including projects within ODOT Right-of-Way. Robert was also the primary civil engineer for 7 school renovation projects.

Robert also ovesaw the Oregon Health Authority Drinking Water Circuit Rider Program for 15 years. He was called upon for his expertise in this program throughout the state. His oversight led to the phenomenal success of the Circuit Rider program and recognition by the State and many communities.

Robert has extensive experience and familiarity with regulatory agencies including DEQ, Oregon Health Authority, Fish and Wildlife, Department of State Lands, Corps of Engineers, and others.

Representative Project Experience

Water Engineering

- Oregon Drinking Water Program Circuit Rider (Technical Assistance) Lead Engineer/Project Manager
- Oregon Department of Human Services Drinking Water Infrastructure Needs Surveys and Analysis – Lead Engineer/Project Manager
- Oceanside Water District Water Master Plan
- City of Idanha Distribution System Rehabilitation, and Treatment Plant Improvements
- City of Warrenton Raw Water Reservoir
- Opal Creek Slow Sand Filter Water Treatment Plant
- Tilikum Retreat Center Slow Sand Filter Water Treatment Plant
- City of Astoria Slow Sand Filter Resanding Technical Assistance
- City of Manzanita Water Corrosion Control Analysis/CO₂ Stripper
- Jewell School District Slow Sand Filter Water Treatment Plant
- Tri City JSWA ARRA Water Treatment Improvements
- Columbia River PUD Water Treatment Improvements Nitrate Removal
- Dumbeck Lane Domestic Water Supply District –Waterline Replacement

Water Engineering (continued)

- City of Depoe Bay Water Master Plan, Rate Study, and SDCs
- Groundwater Corrosion Control Systems Molalla School District and Eddyville School
- Groundwater Chlorination Systems Fox Hollow Estates and The Dalles Country Club
- Kerby Water District Water System Improvements
- Timber Water Association Membrane Water Treatment Plant
- Watseco-Barview Water District Engineering & Water Master Plan
- Stone Ridge Estates Water Main
- City of Detroit Water Master Plan & Water System Improvements
- Buell-Red Prairie Water Treatment Plant Feasibility Study
- City of Rockaway Beach Water Master Plan & Membrane Water Treatment Plant
- City of Amity Upflow Clarifier Treatment Plant
- Fishhawk Lake Multi-media Direct Filtration Water Treatment Plant
- City of Willamina Upflow Clarifier Water Treatment Plant
- City of Amity Water Intake and Raw Water Pump Station
- City of Willamina Water Intake Improvements
- City of Sheridan Monroe Street Water Main Replacement
- City of Willamina Churchman Street Water Main
- City of Willamina Reservoir Inspection and Troubleshooting
- Country Club Water District Well and Booster Pump Improvements
- Hermiston School District Irrigation Well Connection Design
- City of North Plains Water System Development Charges
- City of Donald Water System Capital Improvement Plan and System Development Charges
- City of Vernonia Water Master Plan
- Port of Tillamook Bay Water Master Plan
- City of Oakland Water Master Plan
- City of Hood River Springs Development Study
- Fishhawk Lake Water Treatment Study
- City of Amity Water Master Plan Modifications and Predesign Report
- City of Willamina Hill Drive Booster Pump Station
- City of Gaston Water Booster Pump Station
- City of Newberg Summit at Oak Knolls Water Pump Station
- Design for Several Private and Public Developments
- Oregon Office of Emergency Management Vulnerability Assessment and Emergency Response Planning



Water Treatment Plant Timber, OR



Wastewater Treatment Plan Willamina, OR



Authored 10

stations

Design for

wastewater studies

Design for 13 pump

treatment facilities

Joseph, Willamina,

Neskowin, Biggs,

Amity, Lafayette,

and Oakland

in Sweet Home.

Wastewater Engineering

- City of Detroit Wastewater Feasibility Study
- City of Hood River Wastewater Facilities Plan
- City of Lafayette Wastewater Treatment Plant (SBR)
- City of Willamina Phase I Sewer Improvements
- City of Willamina Phase II Treatment Expansion and I/I Improvements (Aerated Lagoon)
- Oakland Depot RV Park SBR Treatment Plant and Pump Stations (x3)
- NDPES Permit Negotiations Junction City, Lafayette, Willamina, Biggs, and Amity
- City of Amity Wastewater Treatment Expansion (Aerated Lagoons)
- City of Joseph Wastewater Treatment Expansion (Aerated Lagoons)
- City of Joseph Effluent Reuse Pump Station (2000 gpm)
- City of Sweet Home Wastewater Treatment Plant Modifications
- Neskowin Regional Sanitary Authority Wastewater System Design and Inspection (SBR and Septic Tank Effluent system)
- City of Sweet Home Septage Receiving Station
- Biggs Service District Wastewater Collection and Treatment Design (Extended Air)
- City of Dundee Effluent Reuse System
- City of Sheridan Monroe Street I/I Reduction Improvements
- City of Sheridan Sewer Outfall
- City of Monmouth Sewer Master Plan
- City of Metolius Wastewater Treatment Engineering Study
- City of Depoe Bay Wastewater Master Plan and SDCs
- City of Oakland Wastewater Engineering Study
- Port of Tillamook Bay Wastewater Facilities Plan
- Tri City Sanitary District Wastewater Engineering Study
- City of Garibaldi Inflow and Infiltration Study
- City of Willamina Inflow and Infiltration Reduction Study
- City of Lebanon West Side Interceptor, I/I Investigation/Pre-design
- City of Donald Wastewater CIP and SDCs
- City of Willamina Main and South Pump Stations
- Portland-Dayton RV Park Sewer Pump Station, Dayton, OR
- City of Dayton Palmer Creek Pump Station



Hwy 101 Ped. Improvements Depoe Bay, OR

Transportation Engineering

- City of Garibaldi Hwy 101 and 4th Avenue Improvements
- City of Detroit Clester Road Improvements
- City of Depoe Bay Hwy 101 Downtown Pedestrian Improvements
- City of Depoe Bay Southpoint Street
- City of Hubbard First Street Improvements
- City of North Plains Hillcrest Avenue Improvements
- Beaverton-Hillsdale Highway Storm and Sidewalk Improvements
- City of Hermiston Ninth and Joseph Street Improvements
- City of Willamina Fir Street Improvements



Hwy 101 and 4th Ave Garibaldi, OR

Transportation Engineering (continued)

- City of Sheridan Monroe Street Reconstruction and Overlay
- City of Carlton Kutch Street Reconstruction
- City of Dayton 7th Street Improvement
- City of Dayton Joel Palmer Way Improvements
- City of Tigard SW Lincoln Street, SW 90th Ave, SW 82nd Ave Widening
- Hwy 18 Improvements at Kreder Road (Dayton, OR)

Stormwater Engineering

- Clackamas County Part 2 NPDES Permit Application
- City of Detroit Stormwater Master Plan
- Estacada Schools North Ballfields Stream Relocation
- City of Willamina Stormwater Master Plan
- Port of Garibaldi Stormwater Drainage Study
- City of Portland Police Horse Paddock Drainage
- City of Willamina Pioneer Street Storm Drainage Study
- Oregon Department of Environmental Quality Wastewater Fate Study
- Portland Christian Center Stormwater Quality and Detention Facilities
- Multnomah County McNutt Street Stormwater Quality and Detention
- City of Hermiston Subsurface Drainage Facilities



CF Tigard Elementary Tigard, OR



Desert View Middle School Hermiston, OR



Metzger Elementary School Tigard, OR

Other Engineering

- Hermiston High School Remodel, Hermiston, OR
- Desert View Middle School, Hermiston, OR
- Portland Christian Center, Portland, OR
- Estacada Grade School, Estacada, OR
- Eagle Creek Grade School, Estacada, OR
- River Mill Elementary School, Estacada, OR
- Palmer Creek Subdivision, Dayton, OR
- Metzger Elementary School, Tigard, OR
- CF Tigard Elementary School, Tigard, OR
- Landmark Apartments, Beaverton, OR
- Dayton RV Park, Dayton, OR
- Sutherlin RV Park, Sutherlin, OR
- Hood River/I-84 Bridge Utilities Relocation
- Project Manager for Oregon Health Division Drinking Water Program
 Circuit Rider Technical Assistance Program
- Water Treatment Plants for Amity, Fishhawk Lake, Rockaway Beach, Jewell SD, Columbia PUD, Timber and Willamina
- Sanitary treatment, pump station and pipeline design





EXPERIENCE RESPONSIBILITY TRUST

ANDREY R. CHERNISHOV, PE, CWRE

Principal Engineer

Education

Oregon State University, BS Civil Engineering 2005

Marylhurst University, MBA 2016

Registration

Professional Engineer, Oregon #76347PE Washington#55861 California #C75178

Certification

Certified Water Rights Examiner, Oregon #76347CWRE

ODOT General Construction & Environmental/Erosion Control Inspector, #48809

Years of Experience

Experience with HBH Since 2014

Organizations

City of Canby Planning Commission Member (2018-2020)

Clackamas Community College Budget Committee (2018current)

Oregon State University Civil Engineering Capstone Review Panel (2018-current) Mr. Chernishov is a professional engineer with 19 years of post-graduate experience in various phases of civil engineering projects. Andrey's experience includes water, wastewater, street and stormwater planning, design, and project management. Andrey has designed over 15 miles of public water distribution system pipeline. He's worked on seven water master plans, four stormwater master plans, and six wastewater planning studies. His wastewater experience includes over 30 miles of public wastewater

collection system pipeline design, and Andrey has also provided design or project management for six wastewater lift stations.

Andrey has managed over 40 site development projects, and he has designed over 15 miles of new and rehab public roadway improvements, ranging from major collectors to local residential roadways. Many of these projects included stormwater improvements. Andrey was the project manager for



a project by the name of Southern Flow Corridor for Tillamook County and the Port of Tillamook Bay, which won an **ACEC Engineering Excellence Grand Award in January 2018** and had a project budget over seven million dollars. As part of many of his projects, Andrey provides project management, design, bid, and construction services through project completion. Andrey excels at communication, providing consistent customer satisfaction. Andrey's hands on approach to project management helps to make sure that his projects receive the full benefit of his experience.

Representative Project Experience

Water System Engineering

- Oregon Health Authority Drinking Water Services 2020 and 2015 Drinking Water Infrastructure Needs Survey and Assessment (DWINSA)
- City of Lincoln City City Wide Computer Water Model
- City of Oakland, OR Raw Water Intake Improvements
- City of Newberg George Fox University Fire Flow Water Line Improvements
- City of Yamhill Water Master Plan and Seismic Analysis
- City of Rockaway Beach Breaker Ave Waterline Improvements
- City of Rockaway Beach Water Management and Conservation Plan
- Beaver Water District Beaver Creek Water Rights Transfer
- Oceanside Water District Baughman Creek Water Rights Transfer
- Vineyard Mtn Water District Water Rights Extension
- City of Junction City 11th & Elm St Well Improvements
- City of Rockaway Beach Hwy 101 Waterline Improvements
- City of Junction City 1st Ave Waterline Improvements
- Willamina School District Fire Pump Station Design
- City of Gates Water Improvements (Pipeline, Reservoir, WTP, Booster Station)
- Oregon Drinking Water Program Circuit Rider (Technical Assistance)
- Various Jurisdictions Over 17 miles of new waterline design

Wastewater Engineering

- City of Lincoln City Spyglass Pump Station Upgrade
- City of Rockaway Beach Main St Pump Station Upgrade
- City of Newberg 2nd, 3rd, and 6th St WW Main Replacement
- City of Rockaway Beach WW Main Pipe Bursting and Main St Force Main
- City of Hood River WWTP Odor Control Biofilter Design
- City of Lincoln City Roads End South Pump Station Upgrade
- City of Lincoln City Jetty Ave Trunk Line Replacement
- Tri-City Water & Sanitary Authority Lift Station #2 Upgrade
- Tillamook County Tillamook County Courthouse WW Improvements
- City of Junction City WWTP Lagoon Air Diffusion System
- City of Junction City 17th Ave Pipe Bursting
- City of Amity WWTP Headworks Pump Station
- City of Lincoln City West Devils Lake & Hwy 101 Pump Station Upgrade
- City of Newberg Infiltration and Inflow (I&I) Study
- City of Stayton Infiltration and Inflow (I&I) Study
- Various Jurisdictions Over 30 miles of wastewater collection system design

Transportation Engineering

- City of Newberg 2020 Pavement Maintenance and Rehabilitation
- City of Rockaway Beach Hwy 101 & Washington St Flashing Beacon Ped Crossing
- City of Rockaway Beach N Pacific St LID
- City of Lincoln City Coast Ave Roadway Improvements
- City of Detroit Hwy 22 Rectangular Rapid Flashing Beacon (RRFB) Crossing
- City of Lincoln City Hwy 101 (19th to 23rd St) Sidewalk & ADA Improvements
- City of Willamina HWY 18 Sidewalk & ADA Improvements
- City of Detroit Clester Road Overlay
- City of Lake Oswego Capitol Roadway Improvements
- Various Jurisdictions Over 15 miles of public roadway design

Stormwater Engineering

- City of Newberg 2020 Stormwater Master Plan Update
- City of Newberg Wynooski St Stormwater Outfall Improvements
- City of Rockaway Beach Rock Creek Culverts Replacement
- City of Lincoln City Hwy 101 (19th to 23rd St) Stormwater Improvements
- Tillamook County Southern Flow Corridor Salt Marsh Restoration
- City of Lincoln City 52nd Dr & Keel Ave Stormwater Improvements
- City Grants Pass Stormwater Master Plan
- City of Silverton Stormwater Master Plan
- City of Wood Village Stormwater Master Plan
- Various Jurisdictions Modeling and design of stormwater detention and water quality facilities for many private and commercial development projects including ponds, swales, infiltration basins, and rain gardens.
- Various Jurisdictions Storm water conveyance systems including piping, culverts, ditches, and tide gates.
- Various Modeling techniques and software (XPSWMM & HydroCAD) including, rational method, SBUH, and SCS.

Site Design

- Albany Franklin Reserve Planned Unit Development
- Confederated Tribes of Grand Ronde IT/Procurement Facility
- Dundee White Walnut Estates Winery
- Newberg Fairfield by Marriot Hotel
- North Plains Global Electric Facility





ZACK HARTMAN, PE

Project Engineer

Education

University of Portland, BS Civil Engineering

Registration

Professional Engineer Oregon: #89933PE Washington: #22010398

Years of Experience

9

Experience with HBH

Since February 2018

Mr. Hartman is a project manager at HBH with over nine years of municipal experience in water treatment, pumping, transmission, and distribution, and wastewater treatment, pumping, and pipe projects. Zack's water treatment experience includes assisting in the design of a new disinfection facility in Junction City, a new iron and manganese treatment plant in Gresham, a new conventional filtration plant in Tigard, a raw water intake upgrade in Oakland, a corrosion control facility upgrade in Weslinn, and a filtration plant expansion in Junction City. Zack gained a strong practical understanding of water treatment from his hands-on work experience as an operator at the Grants Pass Water Filtration Plant. Zack managed an asset management plan for the Confederated Tribes of Warm Springs, including creating a capital improvement program to maximize the useful life of WTP by replacing failed equipment, rehabilitating aging equipment, and installing new treatment processes. Zack assisted in the design of water pump stations in Netarts, Rockaway Beach, and Tualatin.

Representative Project Experience

Wastewater Engineering

- City of Portland Columbia Boulevard WWTP Headworks Improvements
- City of Portland Columbia Boulevard WWTP Primary Clarifier Sludge Collector Improvements
- Fox Farm Resort Fox Farm Wastewater Treatment MBR
- City of Junction City North Common Sewer Force Main
- City of Rockaway Beach Sanitary Sewer Pipe Replacement
- City of Portland Inverness 30" Sewer Force Main Rehabilitation
- City of Gresham Sanitary Sewer Main Aerial Creek Crossing and Sewer Realignment

Water Engineering

- Weslinn Water Company Corrosion Control Aeration Improvements
- City of Oakland Intake Improvements
- City of Junction City Water Treatment Plant Expansion
- City of Rockaway Beach HWY 101 Water Main Phase III
- City of Junction City Water Master Plan
- City of Newberg George Fox University Flow Waterline Improvements
- City of Detroit Water System Distribution Improvements Phase 2
- City of Gresham Water Treatment Plant Site Expansion
- City of Gresham Water Transmission Main
- Warm Springs Tribes WTP Asset Management Plan

Road Engineering

- City of Newberg Pavement Rehabilitation and ADA Improvements
- City of Rockaway Beach 2019 Asphalt Overlay

Land Development

- Cowlitz Meadows 33-acre, 102-unit single family residential subdivision in Toledo, WA
- The Villages at Beavercreek 10-acre, 180-unit mixed-use and residential subdivision in Oregon City
- The Flats @ Rogers Landing 2-acre, 40-unit, 4-building apartment complex in Newberg, OR
- Huegel Woodland Development 33-acre, 7-unit single-family residential development in Woodland, WA
- Hilltop Meadows 5-acre, 80-unit multi-family apartment complex in Winlock, WA



EXPERIENCE RESPONSIBILITY TRUST

Jenny Borth, EIT

Project Designer

Education

University of Oregon, BS Environmental Science

Oregon State University, Masters of Engineering Environmental Engineering

Registration

Engineer-In-Training Oregon #90972E1

Years of Experience

Experience with HBH Since October, 2018

Jenny is a **project designer** at HBH with a master's degree in environmental engineering and over six years of experience in water improvements projects, site design, and wastewater upgrades. Jenny excels in roles that require coordination with government entities to navigate difficult regulatory standards and changing government requirements. Her water experience includes water rights transfers, multiple well projects, and water treatment projects, which required coordination with OHA and local governments. In 2023, she worked with DEQ to provide timeline extensions and extended compliance schedules for two of our clients. Prior to joining HBH, Jenny acquired experience in survey, system controls, construction inspection, and environmental remediation and restoration. In 2023 and 2024, Jenny provided funding application assistance to the City of Junction City enabling them to acquire grant assistance for several projects.

Representative Project Experience

Water System Engineering

- City of Junction City Funding Assistance
- City of Junction City Bailey Well
- City of Junction City Raintree Well and Water Treatment Plant
- City of Junction City Alderdale Well
- City of Junction City Water Right Transfers
- Beaver Water District Water Treatment Plant OHA Approval
- Beaver Water District Water Right Transfer
- City of Detroit OR- Phase 2B Distribution Improvements
- City of Detoit OR Water Rate Study
- Sleepy Hollow Phase 1 Arsenic Treatment Feasiblity Study
- Weslinn Water Company Corrosion Control
- Hiland Water Company Hillview System Corrosion Control
- Kozy Acres Water Treatment and Distribution System
- Whaleshead Beach RV Resort Water Treatment Design and Water Source Investigation
- City of Salem Water Quality Monitoring
- City of Rockaway Beach South Second Street PRV
- City of Oakland Water Treatment Plant Upgrades

Wastewater Engineering

- City of Junction City Wastewater Facilities Plan
- City of Junction City Flat Creek Analysis
- City of Lincoln City Wastewater Feasibility Study
- City of Newberg 2nd, 3rd, and 6th Street Wastewater Rehab Project
- City of Oakland Wastewater Effluent Diffuser Replacement
- City of Junction City Wastewater Projects Funding Coordination
- City of Junction City Recycled Water Use Plan
- Port of Tillamook Bay Wastewater Treatment Plant Improvements
- Fox Farm Recycled Water Compliance Update

Site Design

- Global Electric Industrial/Commercial Site
- Fox Farm Resort
- Flats at Rogers Landing

Parks and Transportation

- City of Junction City Parks Master Plan
- City of Rockaway Beach Wayside Beach Access
- City of Junction City West Side Trail System & Wetland Restoration
- City of Newberg Pavement Rehabilitation

Construction Management and Inspection

- Gas Station Well Abandonment
- City of Detroit Phase 2B Distribution Improvements Inspection





EXPERIENCE RESPONSIBILITY TRUST

DEVIN SENE, EI, LSI Project Drafter & Designer

Education

Oregon State University, BS Civil Engineering

Registration

EI, Oregon #94577EI LSI, Oregon #94577LSI

Years of Experience 8

Experience with HBHSince September 2022

Mr. Devin Sene has experience in Surveying and Private Civil Design throughout his 8 years working in the industry. He has participated in the design of all phases of waste, storm and potable water for subdivisions, as well as land development projects including site design and inspection services. Devin's previous experience has focused on topographic mapping and drafting, subdivision design and stormwater feasibility surveys. Currently Devin assists with Engineering Plan Review with the City of Hood River, site inspection for a number of projects designed by HBH, and has been the main designer/drafter for multiple projects over his years with HBH. Devin has also been assisting with municipal projects involving water and wastewater systems for the City of Rockaway Beach, the City of Junction City and the City of Hood River.

Representative Project Experience:

Site Design

- Anchor Street Park Redesign civil grading plans and conducting inspections for the new Anchor Street Park
- Engineering Plan Review for 15+ projects for the City of Hood River
- Middlebrook Subdivision Retaining wall design, lot grading, pedestrian path design, etc.
- Campanella Subdivision Redesigning Storm, Sanitary and Water systems to avoid pipe interferences in phased subdivision
- Habitat for Humanity Private site design for affordable housing
- Archery Summit Retaining wall design for fire-water tank installation

Water Engineering

- City of Rockaway Beach Water Capital Improvements plan update
- Pacific Street waterline replacement Assisted in design of waterline replacement project in Rockaway Beach, OR
- Middlebrook Subdivision Public Water System design
- City of Hood River PRV replacement Construction plans for replacement of two PRV stations in Hood River
- City of Oakland Design and drafting of mechanical piping for GAC system installation in water treatment plant
- City of Junction City Design and drafting of Alderdale well building and treatment

 Water system improvements – Corrosion control water system design for Nestucca High School and K-8 Elementary School

Wastewater Engineering

- City of Rockaway Beach Wastewater Capital Improvements plan update
- City of Junction City Design and drafting of plans for installation of an actuating effluent shut-off valve

Stormwater Engineering

- Middlebrook Subdivision Stormwater Management plan and Stormwater collection system and treatment design
- Wynooski Stormwater Outfall Site, stormwater system and grading redesign for a new stormwater outfall in Newberg, OR

Inspection Experience

- Water Treatment Plant Inspection and construction assistance during the construction of the WTP located in Detroit, OR
- Bailey Park Well Inspection and construction assistance for the new well building located in Junction City, OR
- City of Detroit Asphalt Pavement Inspection
- City of Junction City, The Reserve Phase 2 Asphalt Pavement Inspection and Sanitary Sewer testing Inspection

Drafting Experience

- Anchor Street Park site and grading re-design Rockaway Beach, OR
- Topographic Map drafting Mahan Industrial, KEM 149th Subdivision, Airport Way Wetlands, Stoller Farms, Etc.
- ADA Ramp topographic drafting ODOT ADA program
- ALTA Survey drafting
- Foundation Certification drafting

Transportation Engineering

• Middlebrook Subdivision – Frontage Improvements for Washington County and road design for city streets.





EXPERIENCE RESPONSIBILITY TRUST

MICAH CISNEROS, EIT Project Drafter & Designer

Education

Oregon Institute of Technology, BS Civil Engineering

Registration

EIT, Oregon #94143EI

Years of Experience 7

Experience with HBH Since January 2021

Mr. Micah Cisneros has experience in municipal and private civil engineering design. He has participated directly in all phases of waste, storm, and potable water general civil projects. Micah's experience prior to joining HBH was focused on commercial/industrial site design.

Representative Project Experience

Water System Engineering

- Friendsview Retirement Community Springbrook Meadows Public Water Main Extension/ Private Water Distribution System
- Gran Moraine Winery Rain Water Collection/Treatement System
- Stoller Family Estate Domestic/Fire Water Distribution
- The Ground Rainwater Collection/Treatment System

Wastewater Engineering

- Port of Tillamook Bay Wastewater Treatment Plant Upgrades Dechlorination and Ammonia Removal design
- McMinnville Dunn Place Subdivision Wastewater Collection System
- Friendsview Retirement Community Springbrook Meadows Collection System

Stormwater Engineering

- Grand Ronde Steam Restoration Culvert Replacement
- Leif Erikson Trail Culvert Replacement
- Stoller Family Estate Stormwater Treatment/Detention Facilities
- Crestview Crossing Commercial Stormwater Treatment/Detention Facilities
- George Fox University Stormwater Treatment/Detention Facilities
- Beaudry's Custom Woodworking Stormwater Treatment/Detention Facilities
- Friendsview Retirement Community Springbrook Meadows Stormwater Treatment/Detention System

Transportation Engineering

- Dundee Linden Ln Extension Roadway Design
- City of Portland NE 57th Avenue LID
- Habitat for Humanity ½ Street Improvements
- Newberg Street Rehabilitation Design
- Park Meadows Subdivision Design
- McMinnville Dunn Place Subdivision Design

Site Design

- Friendsview Retirement Community Springbrook Meadows Duplexes
- Stoller Family Estate Experience Center Site Development
- Crestview Crossing Newberg Commercial Development
- George Fox University Health Occupations Building Site Development
- Habitat for Humanity N. Interstate Ave. and N. Kilpatrick St.
- Hillsboro School District Miller Education Center West Improvements
- Hillsboro School District Farmington View ES Site Improvements
- BluePearl Veterinary Site Improvements
- Beaudry's Custom Woodworking Building Expansion Site Improvements
- Park Meadows Subdivision Design
- McMinnville Dunn Place Subdivision Design

Continuing Education/Short Seminars

- StormTech Stormwater Management
- Contech Engineered Solutions Stormwater Management
- Old Castle Precast Stormwater Management
- ODOT ADA Curb Ramp Inspector Certification
- USDA Rural Development Webinar

Inspection Experience

- City of McMinnville Grind and Inlay Asphalt Pavement Inspection
- Habitat for Humanity Aspire Community Asphalt Pavement Inspection
- The Cottages at Chegwyn Villages Storm/Sanitary Sewer Inspection
- City of McMinnville Street Repair and Repaving ADA Ramp Inspection
- McMinnville Airport Runway Subbase Inspection
- Jackson Family Wines Storm Sewer Inspection
- City of Detroit Water Improvements Water Inspection
- Confederated Tribes of Grand Ronde 312 Culvert Arch Culvert installation inspection
- Reserve Phase II (Junction City) Sewer Sanitary Sewer and ADA Ramp Inspection
- Rolling Meadows (Junction City) ADA Ramp Inspection
- Grand Ronde Stream Restoration Culvert Replacement

Engineering Plan Review

- City of Hood River Engineering Development Plan Review
- City of Detroit Grading Permit Plan Review





EXPERIENCE

22 years

EDUCATION

MS, Hydrogeology, University of Nevada, Reno

BS, Geology, Denison University, Ohio

REGISTRATIONS

Registered Geologist, Oregon

QUALIFICATIONS

- Expertise in UIC and cleanup regulations
- Experienced in well drilling and subcontractor oversight
- Expertise in stormwater problems and managed cleanup projects
- Experienced in field data collection
- Groundwater sampling and reporting
- Proficient in MODFLOW, MT3D, and MODPATH

Matt Kohlbecker RG Principal Hydrogeologist

Matt has 22 years of experience helping municipalities and businesses solve water resource challenges. He has worked extensively on all stages of groundwater supply development, including well siting studies, preparation of bid specifications, well design, well drilling, and well rehabilitation. Matt has been the lead hydrogeologist on the design and construction oversight for over 25 water wells in Oregon. In addition, Matt is experienced in using innovative technologies such as aquifer storage and recovery (ASR) and artificial recharge (AR) to augment water supply.

REPRESENTATIVE PROJECTS

Municipal Well Design and Construction, Bailey Park Well, Junction City, Oregon.

The City of Junction City constructed, drilled, and tested a new municipal water supply well at Bailey Park. The well is completed in alluvium and is about 300 feet deep. The well capacity was at least 900 gallons per minute, which exceeded the target capacity for the well.

Municipal Well Design and Construction, Cascade Well 6, City of Gresham, Oregon.

Matt is the project manager for the City of Gresham's new Cascade Well 6, which is being completed in the Sand and Gravel Aquifer. Matt conducted permitting activities (OHA Site Plan), developed a conceptual well design, and authored bid specifications, and is managing the drilling of the well, which currently is in progress. The well will be completed in early 2023. Matt also helped the City solve water management challenges at the site by overseeing the development of bid specifications for construction of drywells to discharge water from aquifer testing.

Municipal Well Design and Construction, Cascade Well 10, City of Gresham,

Oregon. Matt is the project manager for the City of Gresham's new Cascade Well 10, completed in the Sand and Gravel Aquifer. Matt authored bid specifications, permitted the project with the Oregon Health Authority, and will provide drilling management services when construction begins in late 2023.

Municipal Well Design and Construction, Riverside Well 1 and 2, City of The Dalles, Oregon. Riverside Well 1 and Riverside Well 2 are located in the 310 Zone in The Dalles, Oregon, and are completed in the Columbia River Basalt Group Aquifer. The

wells are completed in the Columbia River Basalt Group Aduller. The wells are completed in the Sentinel Gap and Sand Hollow flows of the Frenchman Springs Member, Wanapum Formation, Columbia River Basalt Group. Matt developed technical drilling specifications for the wells and oversaw the design, construction, and testing of the wells. The wells were found to produce over 1,800 gpm, exceeding the target capacity for the wells.

Municipal Well Design and Construction, Boone Well No. 3, City of Aumsville,

Oregon. The City of Aumsville has transferred water rights from two old municipal wells that have experienced performance issues to a new municipal well. Matt is the project manager on a project to develop bid specifications for the new wells, permit the new wells with the Oregon Health Authority, and provide construction oversight and well design and testing services for the new wells.

Municipal Well Design and Construction, Eugene Water and Electric Board (EWEB), Springfield, Oregon. Matt assisted EWEB with the design and installation of four emergency backup wells at four separate sites in Eugene and Springfield, Oregon. Matt developed a conceptual well design for each well, authored bid specifications for each well, supported well site selection, oversaw well drilling, designed the well screens, and performed aquifer testing and water quality sampling. The wells were equipped with solar powered pumps for use in the case that a natural disaster (e.g., earthquake) disrupts EWEB's current surface water drinking water supply source. Matt also provided hydrogeologic support for two additional emergency supply wells at two other locations.

Municipal Well Design and Construction, Springfield Utility Board (SUB), Springfield, Oregon. SUB is replacing three municipal supply wells in SUB's Willamette Wellfield. Matt is assisting SUB with development of bid specifications for well installation and well decommissioning, permitting of the new wells with the Oregon Health Authority, providing construction oversight and oversight of well testing services, and development of operational recommendations for the new wells.

Municipal Well Design, Wells Nos. 2 and 5, Cities of Dayton and Lafayette, Oregon. The Cities obtain their water from a fluvial aquifer located northwest of Dayton, and installed Wells Nos. 2 and 5 in 2007. Wells Nos. 2 and 5 are completed in unconsolidated alluvial sand and gravels that are interbedded with low permeability clays and silts. Matt oversaw drilling using reverse circulation/dual-rotary techniques, logged subsurface soils, specified well design criteria (e.g., screened interval, screen slot size, diameter), and conducted well testing to develop operational recommendations for the wells. The operational recommendations (e.g., pumping rate, maintenance schedule) and well testing were documented in a technical memorandum for the Cities. The wells came online in 2007 and sustainably produce about 200 gallons per minute.

Municipal Well Design, Rockwood Water People's Utility District (RWPUD), Gresham Oregon. RWPUD installed a high-capacity well in the highly permeable Sand and Gravel Aquifer beneath the City of Gresham. Matt assisted with well screen design (i.e., slot size and screened interval determination) and aquifer testing. The well is currently producing water more than 4,000 gallons per minute.

Artificial Recharge Feasibility Evaluation and Permitting, Central Area AR Project, Umatilla County, Oregon.

Umatilla County is developing an AR project at the former Umatilla Army Depot as part of a regional water supply strategy that will facilitate economic development and provide environmental and public benefit to communities in northeast Oregon. Source water from the Columbia River will be infiltrated at an infiltration basin, where it will migrate downward and recharge the aquifer. The target recharge rate is 45 cubic feet per second and up to 18,000 acre-feet per year. Matt is the technical lead and project manager for an effort to characterize subsurface soils and groundwater at the project site and apply for an AR Limited License from the Oregon Water Resources Department. The subsurface characterization will help the project team to determine storage volumes, infiltration rates, and estimated land requirements, and complete permitting documents.

Aquifer Storage and Recovery (ASR), City of Hermiston, Oregon. Matt is project manager for development of the City's ASR program. Project work has included a review of relevant background information related to existing water system infrastructure, supply and demand information, groundwater supply, and water supply through the Port of Umatilla; the City's water rights relative to potential ASR source water authorization; and the OWRD ASR regulatory framework, including Umatilla Basin Plan and Critical Ground Water Area relative to potential ASR concepts Matt submitted an application for an ASR Limited License to OWRD during the spring of 2024 on behalf of the City, and is currently developing technical drilling specifications to drill, construct, and test the well. The well will be completed in the Columbia River Basalt Group.

ASR Support, The City of The Dalles, The Dalles, Oregon. Matt managed the development of an ASR program from a basalt well in The Dalles, Oregon. Matt developed technical drilling specifications, developed a design for the wells, oversaw drilling and construction, oversaw testing, prepared permitting documents, implemented management of the OWRD-required background groundwater monitoring program, developed annual reports for submittal to OWRD, and is currently assisting the City with cycle testing. The ASR wells will be conveyed to the City of The Dalles after construction.



EXPERIENCE

15 years

EDUCATION

PhD, Environmental Engineering Sciences, University of Florida

MS, Environmental Engineering Sciences, University of Florida

BA, Biology, Wellesley College

QUALIFICATIONS

- Expertise in watershed management and planning
- Experience developing water conservation outreach programs and materials
- Experience in water rights management, including preparation of Water Management and Conservation Plans
- Experience developing source water protection plans

Suzanne de SzoekeSupervising Water Resources Consultant

Suzanne has 15 years of experience specializing in watershed management and planning. Her expertise includes water rights management, water management and conservation plan (WMCP) development, drinking water protection plan development and implementation, watershed planning documents development, and water conservation program development and support. She has worked extensively with coastal communities and water providers, including the Cities of Depoe Bay, Lincoln City, Rockaway Beach, Florence, Toledo, Newport, Waldport, and Yachats, and the Seal Rock Water District.

REPRESENTATIVE PROJECTS

Sourcewater Protection Plan Development, City of Rockaway Beach, Oregon.

Suzanne is leading the development of a Sourcewater Protection Plan for the City of Rockaway Beach. The plan identifies threats to the City's primary drinking source, Jetty Creek, and documents current and potential risks in the source water area, identifies strategies for eliminating or minimizing those risks, and establishes a detailed implementation plan to carry out the selected strategies.

Drinking Water Protection Plan Development and Implementation, City of Yachats, Oregon. Suzanne managed the development of a Drinking Water Protection Plan for the City of Yachats that identified threats to the City's water supply and described effective strategies to reduce or prevent risks to the water supply in the future. Following plan approval, Suzanne managed implementation of parts of the Drinking Water Protection Plan, including communications protocols and stakeholder outreach materials development, monitoring plan development, and a water conservation ordinance analysis with a public input process.

Drinking Water Protection Plan Development and Implementation, City of Lincoln City, Oregon. Suzanne led the development of a Drinking Water Protection Plan for the City of Lincoln City. Suzanne is now helping the City to explore opportunities to protect its water supply through land acquisition or conservation easements.

Water Management and Conservation Plans, Various Clients, Oregon. Suzanne has developed WMCPs for dozens of Oregon cities and water providers. A WMCP describes the historical water demand and consumption, historical water loss, water system, water rights and water rights reliability, water conservation efforts, curtailment plan, future projections of water use, and the projected need for water under the client's water rights. This work requires collecting information from clients, integrating information from relevant documents, analyzing and presenting data, and writing the WMCP in accordance with Oregon Water Resources Department requirements.

Water Right Permit Extension Applications, Oregon. Suzanne has led and assisted in the preparation of applications for extension of time for a water use permit. Developing the applications involved collecting information from the client, analyzing water rights and water use, carefully addressing application requirements, and clearly justifying the need for the extensions.

Mid-Coast Water Conservation Consortium (Mid-Coast Water), Oregon. Suzanne helped form Mid-Coast Water, a group of water providers on Oregon's Mid-Coast working together to promote water conservation, improve resiliency to droughts and water supply emergencies, and increase coordination among local water providers. Members currently include the Cities of Lincoln City, Newport, Toledo, Waldport, and Yachats, and Seal Rock Water District. Suzanne has developed water conservation outreach materials targeting water customers, identified and purchased water conservation items for Mid-Coast Water member distribution, developed lessons for elementary school-aged students, hosted booths at events, analyzed curtailment plans of Mid-Coast Water members for alignment opportunities, and developed annual work plans.

Water Right Inventory, City of Hillsboro, Oregon. Suzanne developed an inventory of water rights located on Cityowned land or land that the City may acquire in the near future. She searched the Oregon Water Resources Department's (OWRD's) online databases for non-municipal water rights on City-owned lands and compiled those water rights on City-owned land into a binder, including their associated maps and the well logs for groundwater rights. Suzanne also conducted a search of all wells on City-owned lands that are not subject to a water right and included that information in the binder.

North Santiam Watershed Drought Contingency Plan, Santiam Water Control District, Oregon. Suzanne is managing an update of the Drought Contingency Plan for the North Santiam watershed. The original plan was approved by the US Bureau of Reclamation in 2018. She facilitates regular collaborative meetings of a diverse group of stakeholders throughout the watershed, representing agriculture, conservation, forestry, fisheries, drinking water providers, and recreation. The goal of the project is to develop an updated plan that will help make the North Santiam watershed and its communities, ecosystems, and economic activities more resilient to drought.

Water Conservation Cost-Effectiveness Analysis, Cities of Redmond and Bend, Oregon. Suzanne conducted a cost-effectiveness analysis of water conservation measures for the City of Redmond to achieve the following goals: (1) determine which conservation measures could most effectively reduce residential and commercial customer summer season water demand, (2) improve its water conservation program, and (3) meet water conservation benchmarks in its WMCP. Suzanne used a decision support model to conduct a projected demand and water conservation analysis that compared the potential benefits and costs of implementing water conservation measures. The modeling determined the projected benefits and costs through the selected planning period associated with three conservation programs, each consisting of an array of different indoor and outdoor water conservation measures. This analysis has helped guide the expansion of the City of Redmond's water conservation program. Suzanne also conducted a cost-effectiveness analysis of water conservation measures for the City of Bend as part of its process to update its WMCP and Water Master Plan. This analysis helped the City of Bend determine what conservation measures to implement in the coming years and clarified the extent to which water system expansion projects could be delayed as a result of water conservation.

Cooperative Watershed Management Program, Santiam Water Control District, Oregon. Suzanne managed an effort to help the North Santiam Watershed Stakeholders to (1) integrate existing watershed planning efforts, (2) continue to build trust across the watershed and increase stakeholder participation and engagement, and (3) develop a shared understanding of watershed challenges and interdependency among all stakeholders. Tasks included meeting with stakeholder groups, preparing presentation materials, aligning watershed outreach materials, developing a contact list for outreach and education, forming a watershed forum (Council of Water Leaders) for discussing water issues, and planning and holding a leadership symposium as part of that forum.

Council of Water Leaders, North Santiam Watershed Council and City of Salem, Oregon. Suzanne is managing the Council of Water Leaders, a forum that creates a pathway to improve water management in the North Santiam Basin by providing decision-makers with the latest information about water issues and by increasing coordination among organizations. Suzanne develops agendas, coordinates speakers, disseminates meeting information, and plans and facilitates the quarterly meetings and annual symposium.



EXPERIENCE

5 years

EDUCATION

MS, Water Resources Science, Oregon State University

BS, Earth Sciences, Oregon State University

REGISTRATIONS

Geologist in Training, Oregon

QUALIFICATIONS

- Hydrogeologic evaluations
- Experienced in well drilling and subcontractor oversight
- Experienced in field data collection
- Groundwater sampling and reporting
- Soil and water sampling and testing

Jesse Hall GIT Project Hydrogeologist

Jesse collects and manages field data, provides oversight of well drilling and construction projects, and conducts hydrogeologic investigations. He has a background in planning and executing environmental and hydrogeologic investigations for private and public sector clients in Oregon and Washington. He has experience conducting aquifer recharge investigations and water availability assessments.

REPRESENTATIVE PROJECTS

Well and Water Rights Support, City of Florence, Oregon. The City of Florence wants to construct a new production well and hired GSI to evaluate the City's water rights and well capacities to identify an appropriate water right for the new well. Jesse developed an initial work plan and technical specifications for the new production water well, and he will provide construction oversight beginning in January 2025. GSI performed the necessary administrative actions of adding this new well to the selected water right, including facilitating the permit review with the Oregon Water Resources Department (OWRD).

New Water Supply Well Development and Construction Oversight, City of Junction City, Oregon. Jesse provided field support for this effort to help the City of Junction City increase its water supply. The City had been facing significant performance declines with its existing groundwater wells and needed to develop new water supply wells to make up for lost water supply. Jesse developed the initial work plan and technical drilling specifications and served as the field lead during well construction and testing. He worked closely with the client and project managers to guide drilling strategy and characterize drill cuttings for grain size and consistency to help better inform well screen design decisions. Jesse completed final well construction report for submittal to the client.

Riverside Well 1 and Well 2 Construction and Testing Oversight, City of The Dalles, Oregon. As a subconsultant to an engineering firm, GSI is providing support services throughout the construction, testing, and permitting phases of the installation of Riverside Well 1 and Well 2. GSI is also providing recommendations related to future well operation and maintenance. Riverside Well 1 is planned to be operated as an aquifer storage and recovery (ASR) well and Riverside Well 2 is planned to be operated as a production well. Jesse worked as part of a team tasked with oversight of all aspects of well construction and testing from initial drilling to aquifer testing.

New Water Supply Well Installation, City of Aumsville, Oregon. As a subconsultant to an engineering firm, GSI is helping with the planning, permitting, design, contractor procurement, drilling, construction, and testing phases of the project to facilitate the successful installation of the two new water supply wells and also provide recommendations related to future well operations and maintenance. Jesse was the field lead during the construction, development, and aquifer testing phases. He worked closely with the client and project managers to guide drilling strategy and characterize drill cuttings for grain size and consistency to help better inform well screen design decisions. Jesse also completed the final well construction report.

Well Rehabilitation Support, City of St. Paul, Oregon. Jesse worked as field lead during physical and chemical well rehabilitation, aquifer testing, and water quality sampling and analysis to help the City of St. Paul with a phased approach to rehabilitating a well (Well 1). The performance of Well 1 had declined significantly to the point where it was only capable of producing 15 gallons per minute (gpm) or less. The anticipated production rate of the well after rehabilitation, based on prior operations, is approximately 80 gpm. Jesse completed the final rehabilitation reporting.

Santiam Canyon Infiltration Analysis, Marion County, Oregon. The communities of Mill City and Detroit are developing two separate wastewater treatment facilities that will both dispose of wastewater by infiltration through subsurface soils at infiltration basins. The facilities will each be permitted under a Water Pollution Control Facility (WPCF) Permit from the Oregon Department of Environmental Quality (DEQ). Jesse worked as field lead and project coordinator during multiple phases of the project, including site feasibility assessment, well construction and development, surface water/groundwater connection investigations, and surface water infiltration testing. He also drafted the initial work plan and the final field report.

Mill City Infiltration Basin Pilot Test, Santiam Canyon, Marion County, Oregon. GSI is conducting a pilot test for a proposed infiltration basin that will be used to infiltrate advanced treated (Class A) wastewater from the communities of Mill City and Gates, Oregon. Jesse worked as field lead and project coordinator during the preparation and execution of the infiltration test, including well construction, water quality sampling, instrumentation setup, excavation oversight, and monitoring. He also drafted the initial work plan and the final field report.

Remedial Investigation and Feasibility Assessment (RI/FS) Document Updates, Port of Morrow, Boardman, Oregon. Jesse provided technical support for this permitting support project. The Port of Morrow is required by DEQ under a WPCF land application permit to have long-term monitoring of the Port's application area of reused industrial process water. The Port is installing two new monitoring wells to help understand the shallow groundwater system north of the Port's existing dry monitoring well and satisfy the WPCF requirements. Jesse worked to combine RI/FS documents from multiple application areas into one comprehensive document to submit to DEO for review.

Production Well Design Recommendations, Columbia River Inter-Tribal Fish Commission and Bureau of Indian Affairs (BIA), North Bonneville, Washington. As a subconsultant to Akana, GSI developed the design basis and design options for a new production well completed in an alluvial aquifer system at BIA's North Bonneville Treaty Fishing Access Site. The new well is intended to replace a failing existing well at the site. The design basis for the new well was developed from a desk-top evaluation of hydrogeologic information, including technical reports, maps, and cross-sections from work completed in the area by the U.S. Army Corps of Engineers and information from Washington Department of Ecology's water well database. The available information was used to develop well construction design options and performance characteristics for the new well (e.g., estimated well depth, diameter, and yield) and preliminary well design schematics. Jesse developed an initial work plan and technical specifications for the new production water well.



EXPERIENCE

7 years

EDUCATION

MS, Water Resources Policy and Management, Oregon State University

GIS Certificate, Oregon State University

Water Conflict Management and Transformation Certificate, Oregon State University

BA, Human Ecology and The Integrative Approach to Personal, Population, and Environmental Health, Western Washington University

QUALIFICATIONS

- Knowledgeable about Oregon water rights management and permitting for water resources projects
- Proficient in Microsoft Office software, ArcGIS, ENVI, and Python

Zach Pike-UrlacherProject Water Resources Consultant

Zach has 8 years of experience in water resource planning, water rights, and watershed management. He is knowledgeable about Oregon water policy and helps clients to characterize their water resources and plan for long-term sustainability. He is experienced in installing and maintaining streamflow monitoring stations and associated data systems, conducting due diligence research, and assisting clients with water right extensions, beneficial use claims, applications, transfers, and water management and conservation plans. He previously worked as a river restoration technician.

REPRESENTATIVE PROJECTS

Water Rights Support for New Water Well, City of Rockaway Beach, Oregon. Zach provided water rights support to help the City of Florence add a new well to the Florence Dunal Aquifer wellfield. This work included evaluating the City's water rights and well capacities to identify an appropriate water right for the new well and preparing and submitting a water right permit amendment to add an additional point of appropriate to the recommended water right.

Water Right Permit Applications, Various Clients, Oregon. Zach has led and assisted in the preparation of water rights permit applications for the use of stored surface water, live flow surface water, and groundwater. Developing applications involves reviewing basin programs and water availability, projecting the client's water demand, carefully addressing application requirements, and clearly justifying the need for a water right permit. Clients include Westwood Farms, Quandary Vineyards, Seaview Cranberries, and Martin Rapids Farms.

Water Right Permit Extension Applications, Various Clients, Oregon. Zach has led and assisted in the preparation of applications for extension of time for water use permits for agricultural, industrial, and municipal use. Developing applications involves collecting information from the client, analyzing water rights and water use data, carefully addressing application requirements, and clearly justifying the need for the extensions. Clients include Avion Water Company, City of Waldport, City of Philomath, City of Ashland, and Green Springs Farms.

Permit Amendments and Water Rights Transfers, Various Clients, Oregon. Zach has led and assisted in the preparation of permit amendment applications and water rights transfer applications for the use of stored surface water, live flow surface water, and groundwater. Developing applications involves reviewing restrictions on source and place of use changes, clearly justifying the need for a change in source, place of use, or character of use. Clients include Green Springs Farms, Westwood Farms, City of Bend, City of Prineville, and City of Salem.

Streamflow Monitoring, City of Waldport, Oregon. Zach manages a project to help the City monitor streamflow on surface water streams authorized for use under the City's water rights. As part of this work, Zach helped the City with the installation of a Stilling well and solar-enabled streamflow gaging station near the City's point of diversion on

Eckman Creek and upgrade of the existing Southworth Creek gaging station with a cellular data collection system. He provides ongoing field support for collecting streamflow measurements and compiles and documents the data.

Streamflow Monitoring, Seal Rock Water District, Seal Rock, Oregon. Zach manages ongoing streamflow monitoring services on Beaver Creek to help the Seal Rock Water District meet the requirements outlined in its water use permit. This work includes maintaining and operating the streamflow monitoring station, installed by GSI in 2019, near the District's proposed intake to monitor streamflow and water depth. Zach helps collect streamflow measurements (at various rates of flow) every four to six weeks during the required monitoring period and prepares an annual report using the collected data, which is submitted to Oregon Water Resources Department (OWRD).

Streamflow Monitoring, Pacific City Joint Water Sanitary Authority, Pacific City, Oregon. Zach is leading an effort to help the Pacific City Joint Water Sanitary Authority satisfy the conditions of its water use permit by conducting streamflow monitoring on Horn Creek. The work has included installing a streamflow monitoring station on Horn Creek and conducting field visits to measure streamflows to develop a rating curve that will relate river stage height (water depth) to streamflow.

Water Rights Consulting, Harper Farms Inc., Junction City, Oregon. Zach managed a project to assist with water rights transactions for three of the farm's properties. This included assessing the ability to obtain a new permit to use groundwater at one property, filing a water rights transfer to add a well to an existing water right certificate on another property, and filing a Groundwater Registration Modification to add a well on a third property. For the first property, Zach worked with OWRD to determine that it was possible to obtain a new water right for use of groundwater. He then completed the groundwater permit application, water right transfer application, and Groundwater Registration Modification and worked with OWRD through the review process.

Water Right Consulting and Claims of Beneficial Use, Left Coast Cellars, Rickreall, Oregon. Zach managed a project to help Left Coast Cellars certify two water rights permits. Zach prepared and submitted Claims of Beneficial Use (COBUs) to the Oregon Water Resources Department and provided support for certificating requests for both permits. Work included gathering and reviewing water supply and water use information, documenting compliance with terms and conditions in the permit, completing a site visit to inspect and document water use, preparing the draft COBUs for client review, finalizing and submitting the documents to OWRD, and communicating with OWRD during processing.

Water Right Consulting, Quandary Vineyards, Yamhill, Oregon. Zach managed a project to help Quandary Vineyards obtain the appropriate water rights for expanding the storage of an existing pond and using the additional stored water for irrigation. Zach prepared water right applications for a permit to store water in the expanded pond and a permit for use of the stored water for irrigation. For the storage permit, he facilitated the review of the applications with the local OWRD Watermaster and the Oregon Department of Fish and Wildlife prior to submittal to OWRD. He also worked with OWRD to facilitate review of the permits and to cancel the existing storage permits after the new permit was approved.

Integrated Water Resources Plan, Marion County, Oregon. Zach provided technical support for the development of an Integrated Water Resources Plan (IWRP) for Marion County. The purpose of the IWRP was to identify water resource issues affecting Marion County; relevant information for the County to make water resource policy decisions to address these issues; and further planning and implementation needs. The IWRP reviewed consumptive and environmental water demands and reliability of water supplies relative to these water needs. The IWRP also evaluated how water quality affects the adequacy and reliability of these water resources.

Water Rights Projects, Westwood Farms, St. Paul, Oregon. Zach helped develop water right projects on three Westwood Farms properties. This included developing a Claim of Beneficial Use (COBU) and a certificate request for transfer, preparing a groundwater registration modification to amend the authorized location of a well, and identifying any potential hurdles to obtaining a new permit to use groundwater from two specific wells for supplemental irrigation. Zach also worked with one of the properties to assess which acres are currently covered by water rights, the status of those rights, and if it was possible to obtain or modify any water rights to authorize irrigation of all areas on the property using any well. This project also required close work with the OWRD to obtain water rights certificates and information.



Lindsi Hammond, PE
Role: Pavement Lead



Lindsi has 17 years of experience related to pavement evaluation, design, and management for a wide range of public agencies, including cities and counties throughout Oregon and is a Principal Pavement Engineer with GRI. She understands the challenges associated with urban pavement projects, including analysis of new and existing pavement systems, evaluation of subgrade support conditions, staging of construction activities, and advancing alternatives that promote sustainability. Lindsi has worked on over 200 projects throughout Oregon where she has supported agencies in cost-effective pavement maintenance and rehabilitation strategies. Her representative experience at GRI includes the following:

REPRESENTATIVE EXPERIENCE

City of Newberg, Pavement Rehabilitation and Maintenance Projects, Newberg, OR. GRI completed a pavement investigation for the City to develop rehabilitation options for the City's 2020 Pavement Maintenance and Rehabilitation Projects. The project involved reviewing the streets identified by the City for maintenance or rehabilitation, evaluating the preliminary treatment selection, and providing maintenance and rehabilitation recommendations. The services included field investigation, subsurface explorations, FWD testing, GPR testing, laboratory testing, and engineering analyses for nine street segments. The pavement design analysis for rehabilitation and reconstruction with flexible pavement was performed in accordance with methodologies presented in the ODOT and AASHTO Guides.

Clackamas County, Slurry and Chip Seal PS&E, Clackamas County, OR. GRI is working with Clackamas County to develop plans, specifications, and estimates (PS&E) for their 2023 annual maintenance program. The project streets are based on the previous work performed by GRI to develop a 5-year program using the County's StreetSaver program.

City of Tigard, Pavement Management Program, Tigard, OR. GRI assisted the City of Tigard with the development of a pavement management plan. GRI used the current online version of the StreetSaver software and the City's pavement database to develop network-level maintenance and rehabilitation (M&R) project recommendations for a five-year period. Using the City's anticipated budget for the upcoming five years starting in fiscal year (FY) 2023, we developed a work plan that includes rehabilitation treatments (e.g., inlay, overlay, reconstruction) and preventive maintenance treatments (i.e., surface recommended during the next five years. We also considered the City's Equity Active Transportation Demand Score (EATDS) when selecting streets for our recommended projects list to ensure project streets were being distributed to all equity classes, focusing on areas with moderate to high EATDS.

REGISTRATION

Professional Engineer: OR (88693PE), WA (20105712)

EDUCATION

BS, Civil Engineering, Colorado State University MS, Civil Engineering, University of Illinois

AREAS OF EXPERTISE

- Pavement Investigation
- Pavement Design
- Falling Weight Deflectometer Testing
- Pavement Maintenance Strategies

ADDITIONAL EXPERIENCE

- City of Tigard, Preventative Maintenance Support, Tigard, OR
- City of Cornelius, Pavement Management Program Implementation, Cornelius, OR
- City of Stayton, Pavement Management Program, Stayton, OR
- City of Oregon City, 2024 Pavement Maintenance Utility Fund Paving Project, Oregon City, OR



City of Oregon City, 2024 Pavement Maintenance Utility Fund
Paving Project



Matt Shanahan, PE, GE
Role: Geotechnical Lead



Matt Shanahan is a GRI Principal who has 32 years of geotechnical engineering experience in the Pacific Northwest. His experience includes roadway improvements, landslide evaluation and stabilization, stormwater evaluation, utilities, foundations, riverbank stabilization and repair, dewatering, and development of plans and specifications. Matt has developed relationships with many local agencies throughout Oregon as a direct result of managing several on-call contracts and successfully managing, budget and schedule, and delivering quality work. He has focused on supporting local agencies along the pacific coastline and is familiar with the geotechnical conditions around these communities. His representative experience at GRI includes the following:

REPRESENTATIVE EXPERIENCE

City of Lafayette, Lafayette Intertie Water Line and Pump Station, Lafayette, OR. The project consisted of approximately 8,800 lineal feet of new PVC waterline along SE Loop Road, extending from the intersection of SE Oak Road at the southwest end of the project, to the intersection of SE Lafayette Highway at the northeast end of the project area. The proposed waterline depth was 3 to 6 feet within the north- and east-bound paved travel lane of SE Loop Road. GRI provided a geotechnical investigation and construction recommendations for the new pump station.

Clean Water Services (CWS) Waible Creek Trunk Sewer, Hillsboro, OR. GRI provided geotechnical engineering services for a proposed new CWS gravity sewer. The sewer has a diameter of 24 inches and a total length of about 5,300 feet, and installed at depth of 35 feet below the existing ground surface. Our work has included a review of available geotechnical and geologic information for the site, a geologic reconnaissance, subsurface explorations, laboratory testing, engineering analyses, and preparation of geotechnical data and design reports.

City of Oregon City, Inflow & Infiltration (OC I&I) Program Management, Oregon City, OR. GRI completed a geotechnical investigation for the proposed Inflow and Infiltration (I&I) Program in Oregon City. The geotechnical investigation was performed to evaluate the subsurface conditions at five segments of proposed sewer main replacement. Additionally, we reviewed the proposed pipe alignments for existing geologic hazards and developed excavation and backfill recommendations to support the sewer replacement. The investigation consisted of field reconnaissance, subsurface explorations, and laboratory testing. This report describes the work accomplished and provides conclusions and recommendations for use in the design and construction of the proposed improvements.

REGISTRATION

Professional Engineer: OR (#56553PE), WA (#44077)

Geotechnical Engineer: OR (#56553

EDUCATION

BS, Civil Engineering, Portland State University M Engr, Geotechnical Engineering, University of Idaho

AREAS OF EXPERTISE

- Geotechnical Design
- Infiltration
- Seismic Studies
- Construction Observation
- Subsurface and Surface Investigations

ADDITIONAL EXPERIENCE

- Nehalem Bay Wastewater Agency, Wheeler Pump Station & Forcemain Update, Wheeler, OR
- Willamette Water Supply Program, Sherwood Reservoir, Sherwood, OR
- Clackamas County Water Environment Services, Intertie 2 Pump Station & Forcemain Expansion, Clackamas County, OR
- City of Camas, Lower Prune Hill Booster Pump Station, Camas, WA
- Willamette Water Supply Program (WWSP)
 Raw Water Facility 1.0, Wilsonville, OR

Kevin Wood, PE Engineer (Geotechnical)

Education:

MS, Civil and Environmental Engineering, University of Washington - 2013 BS, Civil and Environmental Engineering, California State University- Fullerton - 2012

Registrations:

Professional Engineer - Civil, OR, 93570 Professional Engineer - Civil, WA, 54975

Professional Summary:

Kevin specializes in geotechnical engineering for pipelines, pump stations, treatment facilities, and other water/wastewater-related public infrastructure. He plans and provides site characterization, design and construction recommendations, review of project plans and specifications, and construction support and consultation. His technical expertise in supporting water supply projects includes slope stability/seepage analyses, deep excavations, seismic ground motion characterization analysis, liquefaction analyses, shallow and deep foundation systems, ground improvement techniques, retaining wall designs, subsurface drainage systems, and shoring and dewatering evaluations.

Project Experience:

Clean Water Services, North Industrial Pump Station | Hillsboro, OR (2020-2022)

Kevin was the project manager. Clean Water Services installed over 900 feet of deep gravity sewer, an approximately 50-foot deep pump station, and, 4,000 feet of shallow force main. The project included 3 trenchless undercrossings of Waible Creek, including the installation of a 48-inch diameter casing for a gravity sewer line using an auger bore construction. The two remaining installations, a 16-inch and 24-inch pipe, were installed using pilot tube guided bore construction. Shannon & Wilson provided geotechnical engineering services for the trenchless undercrossing of Waible Creek and open cut of the force main pipelines.

Tualatin Valley Water District, Metzger North-South Fire Flow | Tigard, OR (2018-2019)

Kevin was the project manager for this project in which an approximately 10,000-foot-long, new 16-inch water pipeline was installed for the Tualatin Valley Water District. The project included a jack-and-bore trenchless crossing of OR 99W. Kevin successfully coordinated with ODOT to receive the permit to advance explorations in the roadway at night and developed a cross-section for the trenchless crossing. Our scope included geotechnical recommendations, including a discussion on feasible shoring and dewatering recommendations for the launching and receiving shafts and developing geotechnical-related specifications. Shannon & Wilson also evaluated seismic hazards, which led to the strategic placement of seismic pipe joints.

Clean Water Services, Brookman Trunk Sewer Extension | Sherwood, OR (2022-2024)

Kevin was a project engineer. This project for Clean Water Services includes the installation of a new 9,700 linear-foot, 12- and 18-inch diameter gravity sewer pipe. The project is intended to extend the existing 18-inch sanitary sewer trunk near Cedar Creek within the City of Sherwood, through the Brookman Planning Area following Cedar and Goose Creeks, across Highway OR 99W into the Sherwood West Urban Reserve Area (URA) to the new Sherwood High School. Shannon & Wilson explored subsurface conditions along the proposed alignment with sixteen geotechnical borings; micro-pump testing was performed on standpipe piezometers that were installed in six of the borings.

Jordan Melby, PE Geotechnical Engineer

Education:

MEng, Civil Engineering, Oregon State University – 2013 BS, Civil Engineering, Oregon State University – 2012

Registrations:

Professional Engineer, OR # 86997 Professional Engineer, WA #24011364

Professional Summary:

Jordan Melby plays a pivotal role as a senior engineer at Shannon & Wilson, specializing in geotechnical consulting for water/wastewater and public infrastructure projects. Since joining in 2022, he has brought nearly a decade of geotechnical engineering experience to the Pacific Northwest. Jordan's expertise encompasses leading and managing geotechnical subsurface investigations, evaluating site geologic hazards, and developing engineering design parameters to support various public infrastructure projects. His project portfolio includes pipelines, pump stations, parks, bridges, and treatment plants. Jordan excels in designing both shallow and deep foundations, conducting seismic analyses, evaluating and mitigating slope stability, and designing retaining walls and pavements. He effectively addresses construction design challenges with both timeliness and practicality.

Relevant Project Experience:

Schooner Creek Discovery Park | Lincoln City, OR (2023-Ongoing)

Jordan is a key member of the engineering team serving the City of Lincoln City, providing geotechnical consultation and design recommendations for the new park in the Taft District. The park features a new performance pavilion and a covered sports court pavilion. As part of the project team, Jordan conducted seismic analysis of the site, developed design ground motions, evaluated liquefaction potential, and provided foundation design recommendations to support the new structures.

Coast Guard Road Landslide Mitigation | Florence, OR (2022-Ongoing)

Jordan is the project manager for this landslide mitigation project in Florence, Oregon. Shannon & Wilson conducted subsurface exploration and monitored slope movement using installed inclinometers. The team provided consultation to the City on mitigating the landslide and managing risks near residential properties. Jordan led the interpretation of subsurface data and conducted two-dimensional modeling of the landslide. The results were used to analyze mitigation alternatives and develop design parameters for an optimized solution. The project is currently finishing final design.

Smith Road Pump Station | Scappoose, OR (2023-2024)

Jordan managed the new Smith Road Pump Station project in Scappoose, Oregon, for Shannon & Wilson. This project involved the construction of a new wet well pump station to replace the old dry well station, which handled about half of the City of Scappoose's wastewater. Jordan and his team conducted subsurface exploration, developed design and construction recommendations to address challenging conditions, and provided support throughout the construction phase.

HBH Consulting Engineers, Inc. 2025 Hourly Fee Schedule

Staff/Item	Billing Rate	
City Engineer/Principal-in-Charge	\$164/hr	
Project Manager II	\$158/hr	
Project Manager I	\$154/hr	
Project Engineer III		
Project Engineer II	\$146/hr	
Project Engineer/EIT/EI		
Project Designer II		
Project Designer I	\$125/hr	
Engineering Assistant	\$107/hr	
Clerical/Admin	\$60/hr	
Mileage		
Reproduction, Printing, Etc.	Cost plus 10%	
Subconsultants		
*Rates increase 5% annually		

^{*}Rates increase 5% annually.

Classifications listed above are current job classifications and will be fixed for a minimum of ninety (90) days, pursuant to ORS 279C.110(5)(c)(A). These may change in the future as employee licensure or career progression changes.

^{**}Expert Witness Fees will be 1 ½ times the hourly rate.

RESOLUTION NO. 2025-13

A RESOLUTION APPROVING SALMONBERRY TRAIL PREFERRED ALIGNMENT IN ROCKAWAY BEACH

WHEREAS, the City of Rockaway Beach is currently working with partner organizations and the Oregon Department of Transportation (ODOT) to further previous efforts to develop a 30% design for the proposed Rockaway Beach segment of the Salmonberry Trail pathway; and

WHEREAS, in March of 2024, ODOT, along with City staff, selected Alta Planning + Design, Inc. ("Alta") to lead this effort; and

WHEREAS, on February 24, 2025, Alta's public engagement campaign and technical analysis culminated in the trail alignment recommendations detailed in Exhibit A, Task 4.1 Alternatives Analysis Technical Memo # 2, and Exhibit B, Salmonberry Trail, Rockaway Beach Segment Engagement Summary; and

WHEREAS, remaining work to finalize the 30% design for the Rockaway Beach segment of the Salmonberry Trail pathway necessitates that efforts are focused on a narrowed, defined, and approved project area.

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

Section 1. The City of Rockaway Beach City Council hereby approves the preferred alignment for the Salmonberry Trail Rockaway Beach segment, as specified in attached Exhibit A.

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

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 12th DAY OF MARCH 2025.

	APPROVED
ATTEST	Charles McNeilly, Mayor
Melissa Thompson, City Recorder	

Resolution No. 2025-13 Page 1 of 1

MEMORANDUM



To: Luke Shepard and Mary Johnson, City of Rockaway Beach, and Caroline Crisp, ODOT Region 2

From: Mike Rose and Sam Alig, Alta Planning + Design

Date: February 24, 2025

Re: Task 4.1 Alternatives Analysis Technical Memo #2

Introduction

There are two alternative alignments that were considered after conducting an analysis of the existing conditions and from feedback garnered through public engagement activities. It is also important that the proposed alignment be within the Port of Tillamook Bay ROW or on public property. The first is the east side of the Oregon Scenic Railroad tracks and the second is the west side of the tracks. Different areas along the proposed alignments pose unique challenges and opportunities and will ultimately help determine which side of the tracks is preferred for the Salmonberry Trail in Rockaway Beach. It does not have to be exclusively on one side or the other, but keeping track crossings to a minimum is a goal for safety. Trail alignment drawings and sections can be found in the Appendix of this memo to help illustrate the preferred alignment.

Alternatives Analysis

West Side vs East Side

The west side of the tracks has been expressed as the preferred alignment by the Salmonberry Trail Foundation, largely because it creates a buffer (the tracks) between pedestrians and cyclists and Highway 101 and minimizes conflicts between automobiles turning on and off Highway 101. There is also a grade change between the tracks and Highway 101 along much of the study location, which would require complex engineering and possibly expensive solutions to reach ADA standards.

The main argument against having the path on the west side of the tracks, particularly in the southern portion, is the perception that the trail is in the backyards of residents of Rockaway Beach. The Port of Tillamook Bay owns land 30' on each side of the tracks and construction can legally take place. However, some residents currently use this space as their own. This perceived taking of land from residents may trigger a public backlash of that alignment. Constructing the path on the west side of tracks could cause political difficulties for the city and could delay construction.

Alternatively, construction on the east side of the tracks could avoid public disapproval and help expedite the construction of the trail. In some locations, the path would have to be constructed between the railroad and highway which some may see as less scenic and less safe as you would lose the buffer of the tracks in between trail users and highway 101. Designs that account for sight distance, warning signs and overall best practices for safer trails could help to mitigate risk and improve safety. It also may make sense to have the trail on one side of the tracks or the other in various locations because of the existing conditions or access to specific amenities.

On February 19, 2025 ODOT, Alta and the City held an additional open house, both virtually and in person. This event was specifically intended to reach the residents adjacent to the proposed trail South of South 3rd street. At this meeting we outlined the scope of the project, the work to date, what is next, and opened discussion about a west vs east alignment of the trail South of South 3rd Street. We had 48 attendees at both the virtual meeting and in person meeting combined. The general consensus at both meetings was that the westside provides a safer and better trail experience.

Washington St to S 3rd Ave

(See C101-C105 in Appendix)

This section of the trail has residential homes on the west side of Highway 101 and the railroad and has a long section east of the highway that is forested. The main argument, like outlined above, for having the trail on the west side would be that it is pervieved as being safer to have the path buffered from highway 101 with the rail line. In this location this would require building the trail within about 12 feet of people's backyards. Alternatively having the trail on the east side would avoid this conflict. It would also make accessing the Rockaway Big Tree Trailhead much easier. Having access to this trailhead has been expressed by members of the public as being important and the Big Tree Trailhead is a draw to visitors of Rockaway Beach. After the open house on February 19, 2025 it was clear that the residents prefer the west side alignment for the additional safety of the buffer from Highway 101. For these reasons having the trail alignment on the west side of the tracks between Washington St and S 3rd Ave is preferred.

S 3rd Ave to S 1st Ave

(See C105-C106 in Appendix)

The conditions of both sides of the trail change considerably between S 3rd Ave to the S 1st Ave (see Section C). Instead of residential homes running near the west side of the tracks, Miller Street begins and accommodates local business. Routing the path on the west side would not require construction on land that may be perceived as private. However, there is informal parking in places along Miller St for local businesses that may be impacted.

On the east side we have an expanded shoulder between Highway 101 between S 3rd and S 2nd and public parking between S 2nd Ave and S 1st Ave (see C105), of which the city and members of the public have expressed a strong desire to keep. If the path is to be located along Miller St it may be possible to use the expanded shoulder between S 1st and S 2nd Ave for additional formal parking spaces (See C105) increasing the number of parking spots in and near Downtown Rockaway Beach. This would help mitigate the loss of informal parking that may be required to construct the path on the west side along Miller and help please local business owners and visitors alike. With any option parking will need to be altered but having the alignment on the west side would open the possibility to create even more parking. For these reasons, the preferred alignment is on the west side of the tracks.

1st Ave to N 3rd Ave

(See C106-C107 in Appendix)

After S 1st Ave the path reaches the Wayside and the Chamber of Commerce building, a retrofitted railroad caboose. On the east side of the tracks there is parking similar to the block between S 2nd Ave and S 1st Ave (see C106). On the

west side there is the Caboose and then the wayside which serves as a public gathering space for events, parking, and a central, prominent beach access point. As mentioned, removing parking on the east side of the tracks is not ideal, especially in the heart of downtown. It has been suggested that the Caboose could be moved further into the wayside, but this is not supported by the City of Rockaway Beach. It was also suggested to relocate the caboose to another location, but this approach is not supported by the Chamber of Commerce.

Altering the wayside to accommodate a path or relocating the caboose would require gaining access from Oregon Parks and Recreation, who own the land and lease the space to the City of Rockaway Beach. Relocating the caboose to another location within the railroad right of way would require permission from the Port of Tillamook Bay and would require moving utilities, greatly increasing overall project costs. Alternatively, the path could be split into two sections (see C106 and Section D). One section would be between the caboose and the railroad, which could be used by pedestrians and cyclists and could help increase access for riders of the scenic railroad. Another section could go along the west side of the caboose while maintaining existing parking. This west segment will require Oregon Parks and Recreation approval.

The split path is the preferred alignment in this section as it less costly to construct and could improve access to the scenic railroad and the Wayside. It also maintains existing parking and does not require moving the caboose. The downtown Rockaway Beach location of the trail could be a good area to add a trailhead with wayfinding signage and overall Salmonberry Trail information, something expressed from the public as being desirable, although an exact location has yet to be determined. At the northern end of the wayside is a creek which would require construction of a bridge. This would need to happen on the west side of the railroad which would connect the path to Miller St, which begins again at this location on the west side of the railroad and with informal parking on east side.

N 3rd Ave to NE 19th Ave

(See C107-C113 in Appendix)

From N 3rd Ave to NE 19th Ave, the conditions do not change dramatically. Miller St is on the west side of the railroad and highway 101 on the east side. For many of the reasons already outlined above, having the path on the west side of the railroad is the most viable option. It is also the easiest to construct and most cost-effective option.

NE 19th to NE 23rd Ave

(See C113-C114 in Appendix)

The west side of the railroad in this location is a mix of informal roads connecting to residences and vegetation offset from residences (see Section J). The east side of the railroad in the location looks very similar to the last section. Routing the trail to the east side would avoid any conflict with residents, but would require the trail to cross the railroad, which has safety implications. It would also mean losing the railroad as a buffer and putting pedestrians and cyclists closer to the highway. The homes in this section are sparser and appear to be further back from the railroad than in the Washington to S 3rd Ave section and may not require any perceived impact on private residences. The informal roads may also be improved if a trail was to be combined with them and paved, improving access for residents. For these reasons, the preferred alignment would be to have trail stay on the west side.

NE 23rd Ave to Beach St

(See C113-C117 in Appendix)

After 23rd Ave, the west side of the railroad is mostly vegetation and sand all the way to the Pacific Ocean, the highway on the east through this section is farther from the tracks than other areas. It could be feasible to build the trail on the east side, however it would require crossing the railroad tracks which may be best to avoid. Shortly after 23rd Ave there is a train bridge that crosses Crescent Creek (see Section K) where a pedestrian bridge would have to be built/retrofitted to the existing trestle bridge. The ground is mostly sand in this location and would require infill to make it structurally sound (see Section L). There is interest further down from the bridge to create access to Lake Blvd which would provide access to the trail for Neah-Kah-Nie High School on the east side of Highway 101 (see C115). The far end of the trail is near Manhattan Beach Recreation Site, an important access point that could be developed into a trailhead (see C117 and Section M). The west side alignment is preferred, however, the costs associated with stabilizing the soil to accommodate the trail may be high If so, an eastside option may be considered. The next phase of design work will include survey and geotechnical investigation that will provide more information to make the decision.

Appendix

See drawings and sections below.





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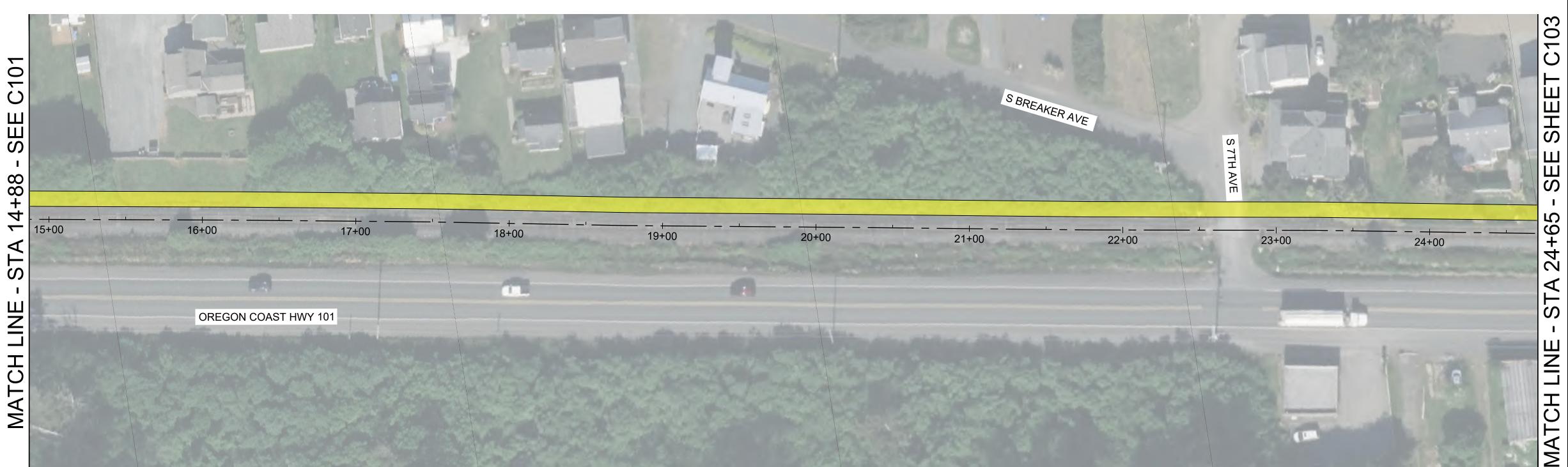


STA 10+00 TO STA 14+88 **ROCKAWAY BEACH**

SALMONBERRY PATHWAY PLAN & PROFILE

C101

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STA 14+88 TO STA 24+65

ROCKAWAY BEACH
SALMONBERRY PATHWAY

PLAN & PROFILE

C102

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ROCKAWAY BEACH
SALMONBERRY PATHWAY
PLAN & PROFILE

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C104

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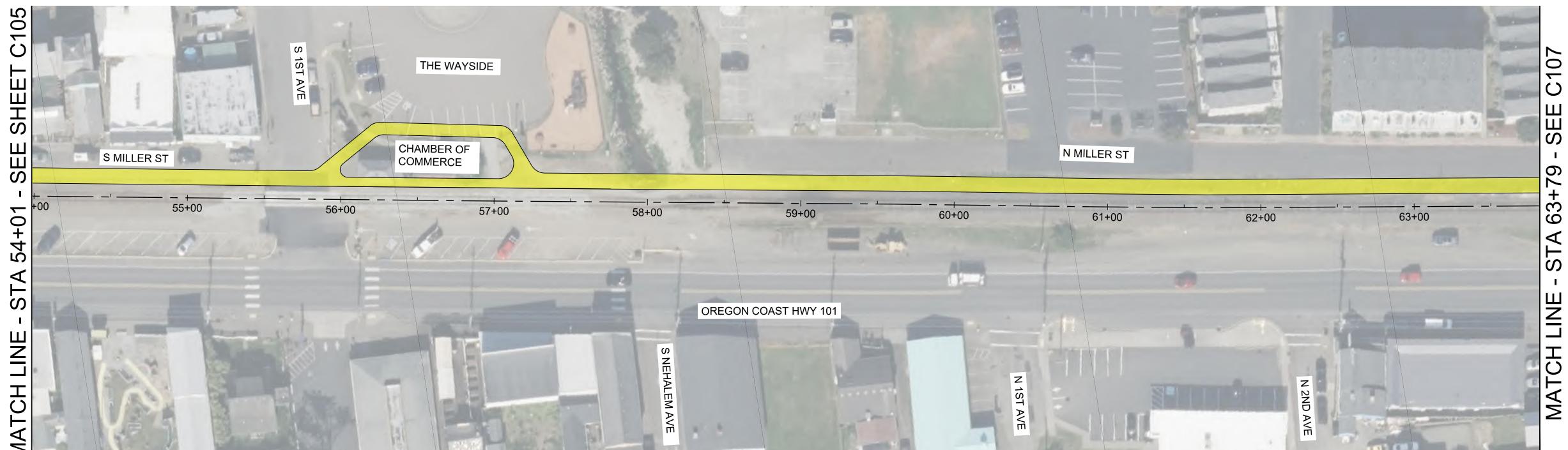
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ROCKAWAY BEACH
SALMONBERRY PATHWAY
PLAN & PROFILE

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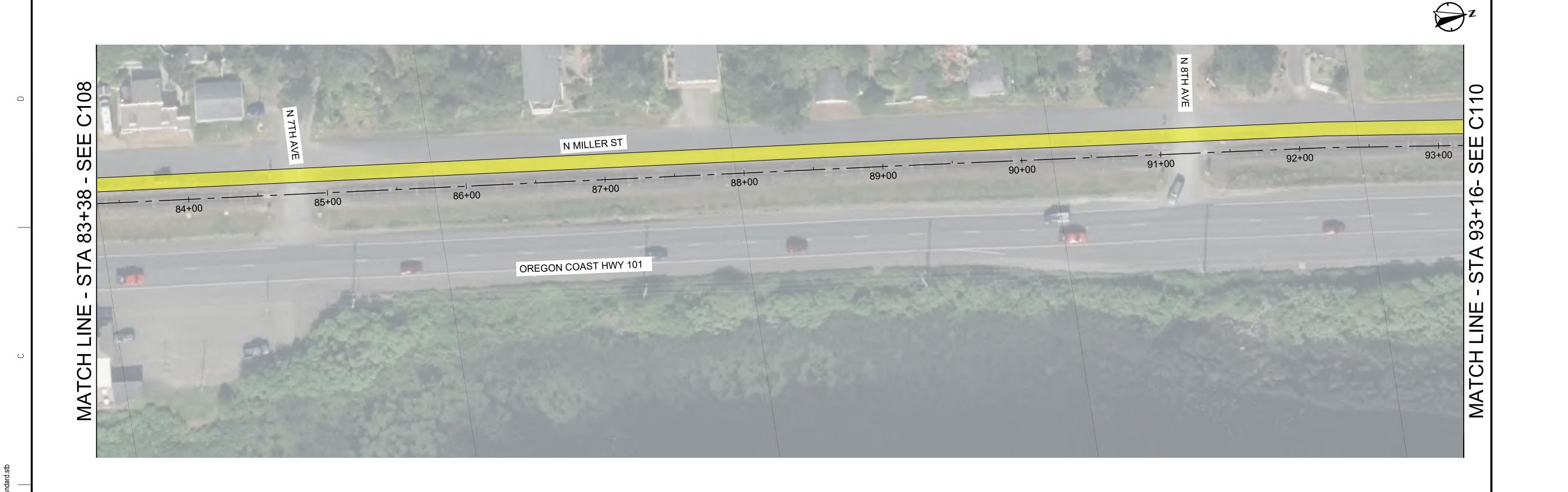
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SALMONBERRY PATHWAY
PLAN & PROFILE

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C111

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ROCKAWAY BEACH
SALMONBERRY PATHWAY
PLAN & PROFILE

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SALMONBERRY PATHWAY PLAN & PROFILE

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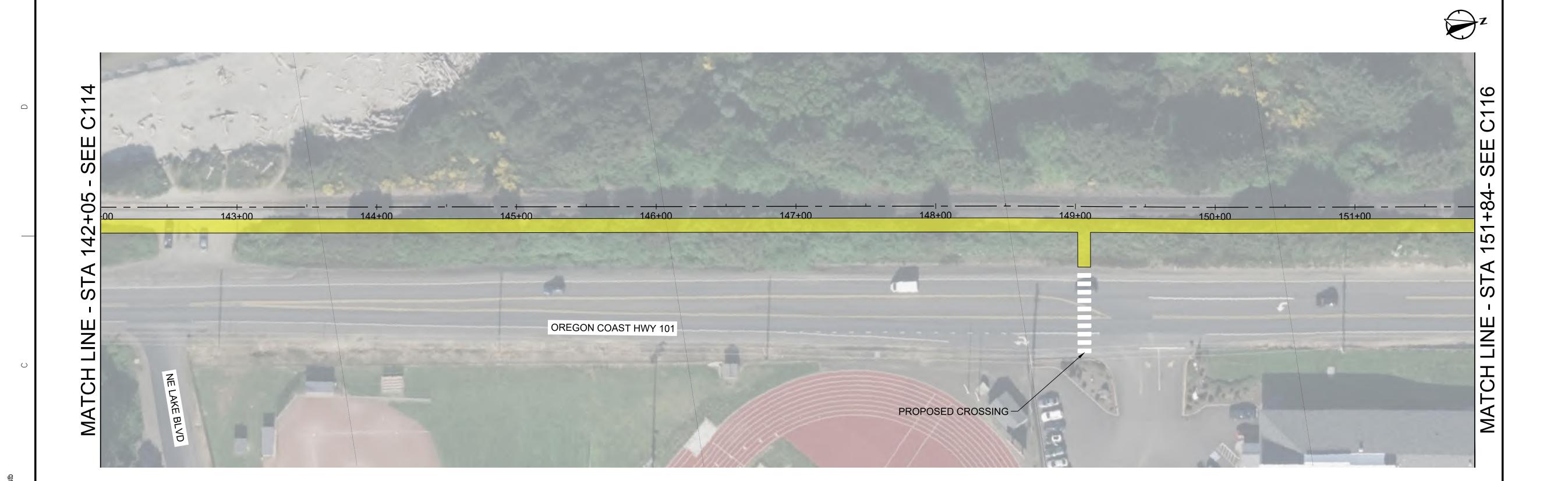
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STA 142+05 TO STA 151+84 **ROCKAWAY BEACH** SALMONBERRY PATHWAY PLAN & PROFILE

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STA 151+84 TO STA 161+78 **ROCKAWAY BEACH** SALMONBERRY PATHWAY PLAN & PROFILE

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STA 161+78 TO STA 164+62
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SALMONBERRY PATHWAY

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SALMONBERRY PATHWAY

TYPICAL SECTIONS

SHEET 17 OF 19

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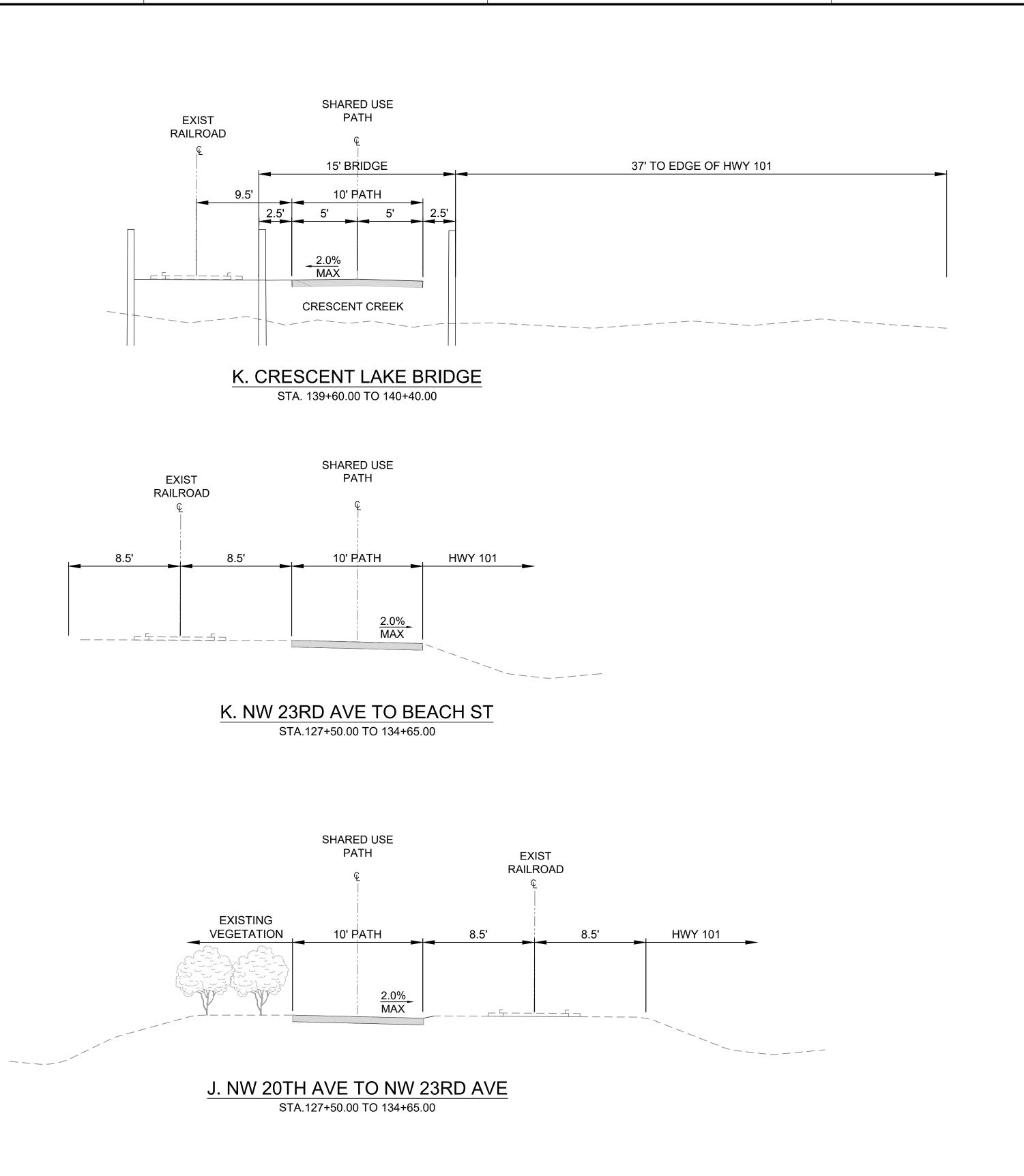
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ROCKAWAY BEACH SALMONBERRY PATHWAY TYPICAL SECTIONS

CD204

SHEET 19 OF 19



To: ODOT, City of Rockaway Beach

From: Alta Planning + Design

Date: February 24, 2025

Re: Salmonberry Trail, Rockaway Beach Segment Engagement Summary

Introduction

Public engagement for the Rockaway Beach section of the Salmonberry Trail was conducted between June 3, 2024 and February 19, 2025. This included two tabling events, one survey which garnered over 150 responses from visitors and residents, and two public meetings targeting interested parties (one virtual, one in-person). The intent of these public engagement events is to inform residents and visitors about the project and to gather their input into the design of the multi-use trail. The following table summarizes engagement activities cultivated through this engagement process and results are summarized for each event and survey below. Individual survey responses will be included at the end of this document.

Table 1: Public Engagement Methods

Method	Who	Date
Tabling Event	Rockaway Beach Summer Picnic attendees	June 27, 2024
Tabling Event	Rockaway Beach 4 th of July Celebration attendees	July 4, 2024
Survey	General public including residents and visiting non-residents	June 3, 2024 – Aug. 15, 2024
Virtual & In-Person Interested Parties Meetings	General public including residents and other non-resident stakeholders	February 19, 2025

Tabling Event Feedback

The project team gathered feedback through two separate tabling events. The tabling events were centered around getting input from the public on the proposed Salmonberry Trail alignment in Rockaway Beach and how and why residents and visitors might use the trail and what factors might be a cause for concern.

Rockaway Beach Summer Picnic

MEMORANDUM



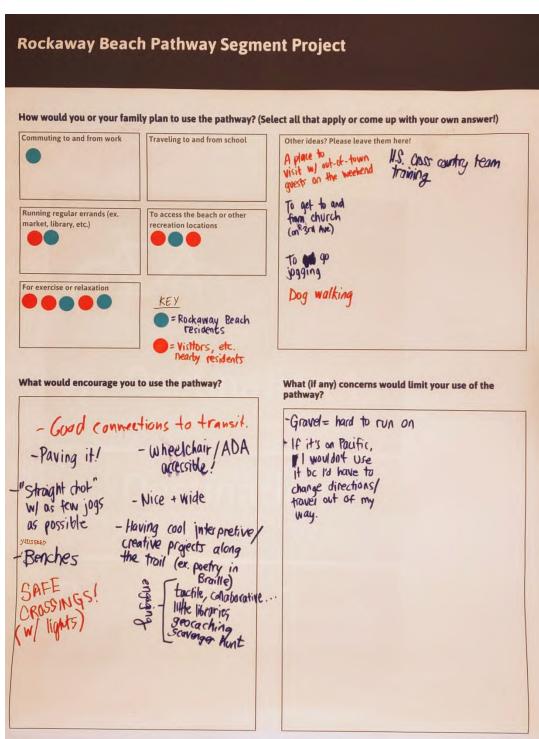
For the Summer Picnic event people were encouraged to participate by adding stickers to a sticker board under certain themes or writing in concerns or opinions on how they might use the trail. Participants were also able to write on a map and leave comments as they see fit. Most comments left by individuals, both residents and non-residents, expressed an interest in using the trail for recreational purposes or commuting. There were concerns over ensuring the trail would improve accessibility and improving access to destinations. Additionally, there were locations on the map where folks described parking conditions and areas with greater demand for parking. The following themes and responses were recorded:

- Accessibility Many respondents expressed the need for the trail to improve accessibility through ADA
 accessibility, safe crossings of roads and the railroad, and improving access to various places within the city.
- Trail material Some respondents expressed the need for a paved trail over gravel as gravel is more difficult for specific users to use, such as runners or people using mobility devices.
- 1 respondent (resident) stated they would use the trail for commuting.
- 2 respondents (1 resident and 1 visitor) stated they would use the trail for running errands.
- 5 respondents (3 visitors, 2 residents) stated they would use the trail for exercise or relaxation.
 - Many comments left in the "other" category stated they would use the trail for recreation or
 exercise including dog walking, jogging, using the trail with out-of-town guests and one comment
 proposing the trail could be used by the local high school cross country team for training.
- 3 respondents (2 visitors, 1 resident) stated they would use the trail to access the beach or other locations.
- Another comment in the "other" category stated an interest in commuting to church on the trail.

See below for tabling materials.



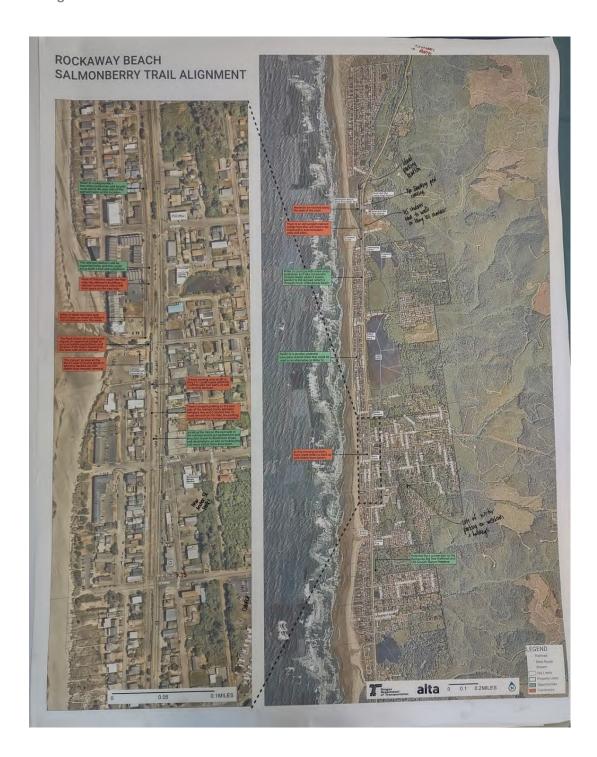
Figure 1: Tabling Event 1 Results



Alta Planning



Figure 2: Tabling Event 1 Results



MEMORANDUM



4th of July Celebration

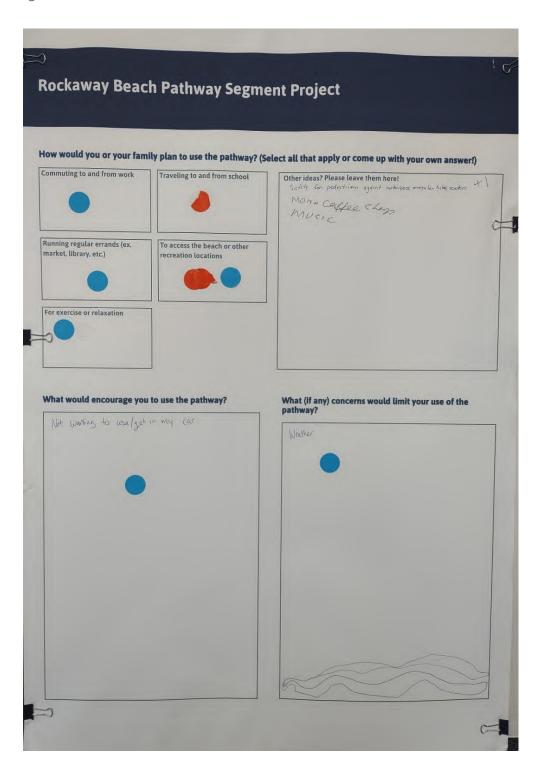
The same methods used for gathering feedback from the public were used for the 4th of July celebration as for the Summer Picnic, however, less participation overall was observed. The following themes and responses were recorded:

- 1 respondent expressed not wanting to use their cars as being encouragement to use the trail.
- 1 respondent stated wanting to use the trail for exercise and relaxation.
- 1 respondent expressed concern over safety for pedestrians using the trail from bikes and scooters, both electric and non-electric.
- 1 respondent stated that weather would be a limiting factor for them using the trail.
- 1 respondent stated they would use the trail to commute to and from school.
- 1 respondent stated they would use the trail for running errands.
- 1 respondent stated they would use the trail for commuting to and from work.
- 3 respondents stated they would use the trail to access the beach and other locations in town.
- 1 local resident verbally expressed concern that the trail would impact or reduce parking at his home along Miller Street.

See below for tabling materials.



Figure 3: Tabling Event 2 Results





Survey Results

The project team created a survey that launched on June 3, 2024 and ended on Aug. 15, 2024. There were 158 responses to the public survey. The survey was advertised during tabling events and was published in a local newspaper. Many of the responses came from visitors to Rockaway Beach, but a moderate number of Rockaway Beach residents and business owners also responded. Below are themes that came from responses to the survey:

- About a third of respondents were visitors, a third were residents of the surrounding area and a third were either residents or business owners in Rockaway Beach.
- A common theme from residents was that they would use the trail to run errands, as well as for accessing beaches and other destinations in area.
- Many respondents would use the trail for relaxation and exercise.
- Some, but few instances of people claiming to use the trail for commuting to and from work.
- Many respondents would use trail by bicycle and for walking.
- Many respondents stated they used a mobility device.
- A major consideration expressed is having the trail be paved with many respondents stated they would not use the trail at all if not paved.
- A large number of people with safety concerns in relation to proximity of trail to road and the need for a buffer if trail is to be in between road and railroad tracks.
- Other safety concerns mentioned we the importance of having safe road and railroad crossings and having clear signage and wayfinding.
- Some mention of the need for seating along trail, especially by older respondents and those using mobility devices.
- Some mention of concern of trail being used by houseless community and drug use on or adjacent to trail.
- Some mention of respondents wanting water fountains along the trail.
- Some respondents said they would like to have bike racks available and that they be visible.

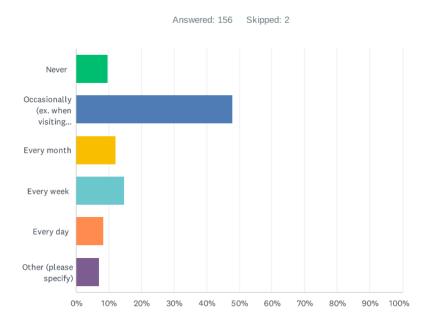
Some key takeaways from the survey are that the trail would be split somewhat evenly by bicyclists and walkers alike and with many people using mobility devices on the trail. Concerns largely focused on safety, particularly for the need to have safe crossings and for the trail to have a substantial buffer between the trail and Highway 101. Additionally, many people commented that having access to beaches and popular destinations in town was important, as well as for having signage and wayfinding along the path.

See Appendix A for all survey responses



Appendix A

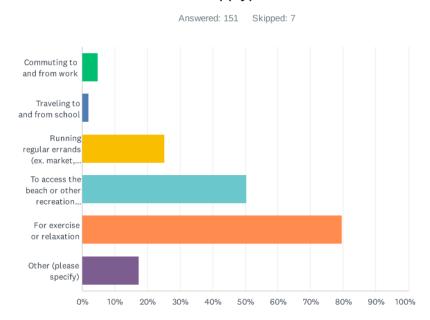
Q1 How much do you think you or your family would use this pathway once it was built?



ANSWER CHOICES		RESPONSES	
Never	9.62%	15	
Occasionally (ex. when visiting Rockaway Beach, on vacation, on occasional weekends, etc.)	48.08%	75	
Every month	12.18%	19	
Every week	14.74%	23	
Every day	8.33%	13	
Other (please specify)	7.05%	11	
TOTAL		156	



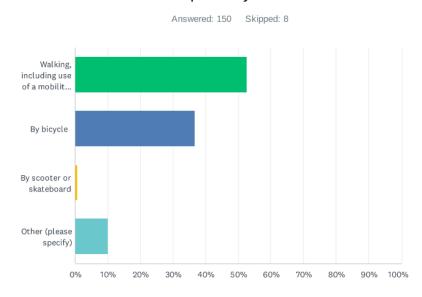
Q2 How would you or your family plan to use the pathway? (Select all that apply)



ANSWER CHOICES	RESPONSES	
Commuting to and from work	4.64%	7
Traveling to and from school	1.99%	3
Running regular errands (ex. market, library, etc.)	25.17%	38
To access the beach or other recreation locations	50.33%	76
For exercise or relaxation	79.47%	120
Other (please specify)	17.22%	26
Total Respondents: 151		



Q3 What travel methods would you and your family be likely to use on this pathway?



ANSWER CHOICES	RESPONSES	
Walking, including use of a mobility device	52.67%	79
By bicycle	36.67%	55
By scooter or skateboard	0.67%	1
Other (please specify)	10.00%	15
TOTAL		150



Q4 What would encourage you to use the pathway? (For example, if the path were paved, fewer railroad crossings, navigational signage, amenities such as water fountains or bike racks, etc.)

Answered: 140 Skipped: 18

- Separation from Highway 101, bike racks when in commerce areas, navigational signage with info on connector trails
- bike racks
- Less people using it
- this is a rail trail. It requires minimal signage, maintenance, traffic controls. or surfacing...just removal of ties and obstructions and covering with finr gravel, possibly pavement, like the Banks Vernonia Trail
- Paved, safe, restroom would be great
- Going for a walk
- Nothing. It's a waste of money
- I typically use more unmaintained trails. If the trail is heavily advertised, frequented by tourists or feels like a dog park, I'm highly unlikely to use it at all.
- Paved
- All of the above would be great!
- Beautiful rocks!!
- No more train
- Make sure it is level, flat, hanicapped accessible and well maintained.
- 1
- Paved, bike racks, fewer crossings
- I would use the trail the most if it is: smoothly paved, wide enough for bikers and walkers to pass each other, has many bike racks stationed at various locations, water fountains, clean restrooms, a bike repair station, easy crossing across Highway 101, ample parking at trail head, the chamber caboose is moved from obstructing the trail in any way, it eventually links to other cities.
- Paved pathway Portapotty
- Paved, signs to mark mileage from X to Y so not to get beyond my abilities to return back safely, bathroom facilities at reasonable intervals.
- Paved, water fountains would be nice. Dog poop bag stations and trash cans.
- Navigational signage water
- Dirt trail next to paved trail
- Water fountains, benches, bike racks at beach access points, paved paths
- Paved, wild flowers up and down the path. Benches for the elderly.
- All of the above

MEMORANDUM



- I don't think I would need encouragement, but I think clear signage is important.
- If it was dog friendly.
- smooth paving (not brick), goes to/from the high school
- Bike racks and TRASH CANS!!!!Please Please Please consider trash cans.
- Bench on occasion to rest my old body and back
- Paved, bike racks, signage
- Dog bags and disposal bin
- Water fountains for humans and dogs, sheltered walking space (guardrail?), dog leash holders
- Knowing about it.
- Nice clear, lever walkway
- Safety. Scenery. Solitude.
- Paved pathway
- Wayfinding, Signage and water
- If it's there we will use it.
- paved is # 1! fewer railroad crossings, navigational signage, amenities such as water fountains or bike racks are secondary but nice
- If it connects to a longer trail north of Rockaway
- Easy access and regular maintenance.
- DOG FRIENDLY
- I don't see this pathway being done in my lifetime. It's just a way for certain few to make lots of money.
- Paving
- No bicycles
- Fewer RR crossings
- The area is fine as it is. No pathway needed.
- Paved pathway for bikes, frequent crossings to access beach, bike racks, vehicle parking area somewhere
 along the trail. We travel from Manzanita to many coastal recreation spots and need somewhere safe to
 leave the vehicle.
- Paved, ample width where more traffic, minimal RR crossings with helpful signage/cautions, "next water, bathroom in xx miles" signs, yes have bike racks at appropriate spots. historic/scenic etc stop points.
- Trash cans at regular intervals to keep the trail clean; accessible from Big Tree to NKN high school; lanes for slow and fast traffic
- Pavement
- Paved
- connect with other segments to allow a long walk or ride, to ride needs to be paved, free from the tourist crush stepping into your path, bike racks to stop along the route
- Easy walking or biking surface. Limited traffic and noise. Access to nature.



- Paved path and water fountains, navigational signage
- Paved for ADA use.
- Shops along the way.
- Signs showing distance. No potholes
- navigational signage
- The route, it's all about the route connect I'mions for me. If the trail connects the high school/Nedonna to the wayside and downtown and all the way down to the big tree walk, I'll be using it all the time.
- Just having a walkable path off of Highway 101 along that corridor would encourage me to use the pathway, but having pavers or a permeable concrete would be an added incentive.
- Paved, smooth surface, water fountains, restrooms, bike racks, bike lockers, picnic tables, divided walking and biking markers, lightening.
- Must be accessible for mobility challenged; level and flat; way finding signage; bike racks; water fountains for humans and dogs.
- A paved path would make it more accessible and bike racks would be helpful.
- Universally accessible to all persons including those with mobility issues. Trash cans and accessible bathroom
- Paved
- Safe crossings, reducing conflict with traffic
- Lighting, signage, safe crossings with vehicles (make vehicles yield to trail traffic)
- Navigational signage is a good one!
- Just being out in nature would be my encouraging factor.
- access to bathrooms
- there is TOO much gravel, and potholes on the bike lanes through Rockaway making riding dangerous with all the side traffic entering 101
- pavement is key, and water fountains would be an excellent bonus!
- railroad crossings are always a concern on a bicycle. vehicle incursions are my biggest concern. surface type is not as important (graded surface, paved, etc...).
- paved path
- A paved path would be the biggest factor. Bike racks and water fountains near public destinations would be nice. Signs to public beach access would be good.
- Paved and signage
- Paved roads safely away from auto traffic.
- Ease of access to the trail, scenery, and available parking at trailheads.
- Ease of entryway.
- Paved, restrooms at certain stages.
- Less contact with vehicles.



- Paved
- Surface type does not matter, as long as it is sustainable and does not require constant maintenance.
 Excessive maintenance would require closing or detouring users during this time. Good wayfinding would be important and would benefit locals and visitors.
- amenities, path width, doggie bag stations/dog areas
- A clean and homeless free path would be t
- Unsure
- access from public transportation the ability to take a bus to various points on the trail. if not on both ends, at least on one. Additionally, amenities on either end. A grocery store, coffeeshop, camp site. Water fountains are really needed as well.
- Large trailhead parking connecting to the trail.
- Paved. Signage.
- Water Fountains and occasional restrooms
- Paved; wide enough for passing
- car free
- Paved; wide enough for both bikes and pedestrians; bike racks; clear wayfinding signage to destinations;
 strong and safe connections to destinations and local businesses
- Paved; wide enough for both bikes and pedestrians; bike racks; clear wayfinding signage to destinations;
 strong and safe connections to destinations and local businesses
- nothing
- Our family likes to bike and walk together in a group, so a path that allows for that would be great. Also trash cans and solar lighting.
- no cars, good crossings, lighting, secure convenient and visisible bike parking, not bumpy
- Easy access for walkers and places to stop and enjoy the view. Places to eat packed meals.
- Separation from motor vehicles. If you build it, I will come
- If the path is wide enough for side-by-side bike riding and crossings are comfortable.
- Less rain
- Paving
- paved or smooth surface clear of debris. 1/2 for walkers, 1/2 for bikes. Research Amsterdam for safe separation for walkers, bikers and vehicles please.
- Pavement
- navigational railway signage & 40 coffees.
- Reasonable night lighting
- Water fountains, and gradual slopes
- Anything is better than riding on 101
- If it had permeable pavers, safe ways to cross 101, more community space instead of parking nearby



- Security
- I would use it all
- Move it off the highway
- Paved or compacted gravel surface, clear navigational signs
- Bike racks, paved. Signage is important for those who don't live here. We do. Directional signage is critical and interpretative signage would add tremendously to the experience.
- Linking to longer routes
- Rest room and water fountains
- Please pave this pathway. I want to use it to bike from Banks to the beach on this entire trail.
- Nothing
- Paved for strollers
- Mounted police every quarter mile
- If the path were paved, fewer railroad crossings, navigational signage, amenities such as water fountains or bike racks, etc.)
- Parking nearby
- If it was away from US101, the farther the better
- Paved. Wide enough for 2 way or passing.
- Pavement for people on bicycles, in wheelchairs, scooters, skates, and either pavement or compressed crushed granite for people walking.
- Two things: 1. Smooth path with minimal or no obstructions where a walker might trip. 2. Few interactions
 with vehicles or at least making it obvious how pedestrians and drivers are to behave with low confusion and
 low stress.
- bringing a picnic lunch
- No car traffic, crossings
- Paved with bike racks...
- All of the above.
- None needed. Simply getting off the HWY is enough
- comfortable and easy rolling. Good surface quality and separation between people walking and biking.
- line for walking and line for biking, both directions
- separation from highway, fewer street crossings
- Availability of benches to rest on. We are both seniors over 80.
- Paved, have good, protected bike connections at each end, free from car traffic. Bike racks, and maybe bike signals at any signalized intersections
- Signage, safe crossings
- Paved would be awesome, we love riding rail trails and good navigation and information signage is always a plus. Really enjoy the history of the area.



Good connection to the transit system. Available bike racks.

Q5 What (if any) concerns or conditions would limit your use of the pathway? (For example, if the path were not paved, railroad crossings, proximity to the railroad tracks / highway, etc.)

Answered: 139 Skipped: 19

- My biggest concern is proximity to highway 101 and hazards that would be present if there was no barrier or spacing between the trail and the roadway. I am not concerned about whether the path is paved or not, so long as the path is flat without too many stumbling hazards. I am less concerned about the railroad because of how slowly the train moves.
- car crossings
- Too many people
- fees, barriers, threats by ignorant neighbors
- Unsafe (homeless camps, drug activity)
- If it is not paved I would not use it. As you get older you need a smooth surface for walking.
- It's going to ruin a nice place by adding a bunch of people and garbage. It's a fragile ecosystem that doesn't need all that traffic
- I typically use more unmaintained trails. If the trail is heavily advertised, frequented by tourists or feels like a dog park, I'm highly unlikely to use it at all.
- Homeless
- Just as long as I feel safe on it, that's the most important thing!
- None
- The train
- Paving is preferable to gravel etc.
- Train horn, train diesel or fuel oil exhaust. Tracks are just too close.
- Not paved would rule out cycling for us, but not walking
- I would limit my use of the trail if: it is gravel, if it has a brick path (too rough), restrooms are not convenient, the chamber caboose obstructs or divides the trail, the trail is not well maintained, it is a mix of difficult transitions such as gravel to paved, a split around the chamber caboose, difficult street crossings.
- None
- Lack of cell service for safety. Lack of restroom facilities when too far out of town.
- if it is too busy, we probably would avoid it.
- Not paved
- As far away from railroad and busy streets as possible



- Pathway not paved. No amenities, close proximity to the railroad tracks.
- Not paved.
- All of the above
- None
- If it was really muddy during the rainy season.
- if it was right on the highway without a guardrail
- Too many curbs or stairs for bike.
- Needs to be paved
- Needs to be relatively level and paved.
- Not at this time
- Not paved. No guardrails from Highway. No reduced speed on highway through rockaway (25mph from high school to Washington st)
- N/A
- Condition of pathway.
- Noise. Litter. Trip hazards.
- If not paved, or if not a level pathway.
- Nothing!
- If it is safe then it will be used.
- Nothing, I will definitely use it unless I feel unsafe by myself
- None
- If homeless or criminal elements were there.
- Trash and homeless people
- Getting hit by bicycle
- Proximity to highway
- personal safety and prevention of parking lot crime
- We don't need a path
- None. Just having the right-of-way to use is awesome!
- Pave or gravel too wet here for dirt, I suggest raised paths on several points (to aid flats and width optimization), make wider at high traffic segments. I have walked/biked to evaluate!
- Not kept clean, too uneven for jogging, unsafe with crossing car traffic
- Travels on east of railroad
- crowded or interrupted with tourist making it hard for bikes to use. would not use as much or by bike if not paved.
- Difficult walking or biking surface. Excessive traffic or noise.
- Not paved paths, all the above
- None



- I would use it no matter what. Would prefer paved but if that holds up project then gravel.
- Homeless encampments, safety
- Any kind of vegetation spray
- I hope the path can be paved where it goes right through town, I think that will help with navigation and the most crowded area. The rest of it can be some kind of crushed granite or other pervious surface.
- Large rocks, such as those used under the railroad tracks, would limit my usage. They are too hard to walk on.
- Trail not paved, no close restrooms, no bike racks, trail paved with bricks instead of smooth pavement
- Must have a smooth surface; not gravel. Must not remove parking from core commercial district.
- Things that pose dangers for little kids would keep us from using it. Paving would make it easier with strollers and getting kids to and from places safer.
- Path not paved
- Too many bicycles are dangerous to walkers especially with dogs
- See above, just having a safe, accessible walkway
- Lack of paving, darkness, visibility, lack of awareness from 101 vehicle traffic, noise
- If the path were not paved.
- Homeless/Stranger Danger
- no limit
- vehicle incursions
- Not paved
- An unsaved path might limit use and create more frequent maintenance. If crossings were not well/marked or signed, that would be discouraging.
- None
- If too close to highway
- If the trail was unpaved and if it wasn't maintained (potholes and tree roots).
- Surface.
- None
- Vagrants, but that's the same everywhere.
- Not paved
- Nothing would concern me. Having an off-highway trail facility in this area would be a huge benefit not just
 for residents and visitors to Rockway Beach, but also others living in adjacent communities. My only concern
 is it not being built. This could be a catalyst for more of these types of projects in Tillamook County, which
 currently has virtually none.
- overcrowding, line of sight at crossings and on path
- None
- Unkept



- If it felt dangerous in a crime way. If you had to cross a highway or get into heavy or close traffic.
- No concerns we need to get people off of the tracks and US 101
- not paved.
- Not paved would be fine, excessive road crossings could be an issue.
- Not paved makes it dangerous for narrow tire bikes to traverse
- bad crossing with cars
- Unpaved; too narrow; poor connections to adjacent streets/destinations/businesses
- Unpaved; too narrow; poor connections to adjacent streets/destinations/businesses
- homeless druggies
- If it wasn't safe.
- mixing with cars.
- Hard to use with a walker. no stops available to rest.
- If not separated by physical barrier from traffic,
- Noise and poor air quality from nearby roads and other sources.
- none
- Lack of quality paving.
- if it's not paved, it will just end up being a muddy, rocky mess and be a waste of time and a lot of money. It would need constant maintenance if not paved.
- Not paved.
- None
- Slick roads and dense seasonal fog!
- Unwanted fast access to private property by undesirable activity
- Proximity to the highway
- Build it and I will use it.
- Too many parked cars moving in and out near the other. I have little kids.
- Homelessness, drug use, mentally ill folks pitching a tent on their way from the valley to the coast.
- All mentions
- This is going to cause more congestion and cause accidents.
- safety when trains are passing by
- All the above plus accidents by car and/or trains. No enforced clean up of potential littering, camping (like along many of Portland's bike paths). Currently RR tracks and crossings are poorly maintained
- Ppl camping along trail,
- Concerned about buckling pavement and road crossings (side roads or driveways that cross the trail)
- Pathway that is not paved, traffic noise
- I'm 66. Right now I could make it the entire way from Banks. Just finish it!
- None



- If it's not connected to regular pedestrian routes, eg if it does t span the whole way including across bridges
- Crime, druggie, and risking personal safety. Also does the cell phone work on it?
- As long as it's safe and reasonably easy, I don't feel we would be limited in using it.
- No parking
- I do not like crossing railroad tracks on my bicycle
- If it were not kept swept clean of gravel, broken glass, and broken branches. Those are common hazards on that stretch of road's shoulder.
- Proximity to the highway makes it unpleasant. It must be separated. Paint and plastic are not sufficient barriers to multi-ton metal death monsters.
- I would be concerned about people behaving badly. Skateboarders or bikers taking up too much space and going too fast. Walkers 3 or 4 abreast taking the whole path. Walkers staring at their phones, oblivious to everything until they run into someone. There has to be a way to sort the various types of users walkers, runners, bikers, shoppers, children, elderly, etc so they can be in a lane that's safe for their speed.
- rain
- Car cross traffic
- Not paved would definitely limit the use of a walker or wheelchair by one or more family members.
- If the path wasn't paved.
- Not paved, bicycles going fast
- Safety
- Noisy cars and mixed users walking and biking.
- to close to train
- close to highway
- Non paved areas
- Heavy car traffic at crossings, people driving or riding motorcycles on the path, no buffer between car traffic and the path
- Traffic too close
- None.
- Nothing.



Q6 What, if any, preferences or concerns do you have about the future alignment/route of this pathway? (ex. That it travels along the west/east side of the railroad tracks in a particular area, etc.)

Answered: 111 Skipped: 47

- I am the director at Camp Magruder, and we are a summer camp, outdoor school site, and retreat center just west of Highway 101 near Barview. I am interested/concerned about where the trail will run adjacent to camp and the possibility of increased trespassing, but am also intrigued by how it may offer opportunities for us to offer hospitality under the right circumstances.
- it should follow the river as the rail bed now does...
- N/A
- Parking sounds like we may loose a lot of parking. We can not afford to loose our parking.
- The area that goes through the mountains should be left alone and not flooded with people. Just another tourist area that will ruin Tillamook county
- None
- None
- no concerns
- None
- The honking of train
- No preference
- West side please
- I am concerned that the Salmonberry Trail Foundation or Altra are planning a trail design that gives prominence to the chamber caboose. The chamber is a small temporary nonprofit renter/lessee along the trail and may not be in existence a few years down the road. The trail will be existence for 100 years plus. It needs to have preeminence over everything along the trail, not just the chamber. I am concerned that homes and businesses along Miller Street continue to have as much parking as possible. I favor ending the lease with the Coast Railroad north of the Wayside, removing the tracks and making the section from the Wayside to Nedonna Beach a "rail to trails" and quickly grade and pave that section. I favor continuing the "rail with trails" section only from Garibaldi to Rockaway Wayside.
- None
- That walkers/bikers will be so close to the Hwy. Bikers/Walkers cutting across the Hwy unexpectedly in front
 of cars. I think the trains will be less of a concern than extra pedestrians popping in/out of traffic
 unexpectedly.
- Na
- Concerned that already limited parking availability will be comromised and/or eliminated.
- West side of the RR tracks for safety.



- none
- Not sure
- least amount of disruption to parking
- Both sides as needed. Less earth moving is more.
- Along the west side of tracks
- Concerns are where people will cross the highway if only on one side
- Very concerned about the parking you will take away from the area in the center of town on the west side of 101. We have little to no parking on summer days and to reduce it further will have huge impacts on the businesses on the West side of 101
- Accessibility. Maintenance.
- concerned about the high traffic area from South 2nd thru the wayside area. Concerns about congestion especially in the summertime and also loss of parking on Miller street for residences and businesses
- Limit, yet have appropriate access for crossing 101
- safety for stupid people
- As long as it's separated from 101 then it's good
- To make sure there are safe pedestrian crossings over the railroad tracks and Highway 101.
- No parking for Rockaway Beach
- Too close to railway
- Concern homeless camps would spring up along the trail.
- Encouraging congestion and foot traffic
- Having a safe buffer from the active railroad tracks. No fence needed, just an obvious buffer: ditch, heavy landscaping.
- Majority of route west side of tracks, however there are (city center) segments which must be on east side; believe raised-path (like the cedar boardwalk) should be in place. Sensors prompting traffic alerts would be good at downtown and RR crossings (like exist in tunnels for cyclists).
- More concerned about north/south reach. Ideally as contiguous as possible regarding east/west position.
- Travel on west of rsilroad
- Just the crowd of people in the area making it hard to pass through on bike.
- None
- Not sure, some areas, one way, other areas, the other way
- Access to town shopping and restaurants
- No concerns except the best would be the path away from highways, more secluded path.
- East side of tracks
- None
- I believe that the preferred pathway of the focus groups I participated in was the one where it crosses the road as it goes through town. The path splits, with the bike pass staying by the railroad track and the walking



path flipping to the east sidewalk along 101. I really like this idea because I think that automatically people will want to walk by the shops – better not to try to fight that. Build it into the pathway be sure to put some bike racks in the wayside area so that bikers can safely leave their bikes on the West side of 101 while they crossover to go to the shops. Of course they can also go to the shops on the west side of the railroad track from that location.

- It would make sense for the path to be on the east side of the railroad tracks to avoid having people unloading from the train onto the path. Also, most of the businesses and the Cedar Tree Trail are on the east side, so they would be easier to access without having to cross the tracks if the path was on the east side.
- That the trail be carefully designed in the downtown corridor to prevent loss of parking spaces.
- Must not remove any parking as each parking space represents money to our businesses. Removing parking would negatively impact tourism as tourists just drive on to the next town if they can't easily access parking. In fact, we need to extend parking spaces north of Nehalem St and south of S 2nd along 101.
- Not sure
- Path of least resistance where it will provide the best, most accessible and safest route
- No concerns
- No preferences or concerns
- trail with rails
- none other than it gets done before I die
- None.
- None
- No concerns, others than switching from west to east side of tracks could prove dangerous for pedestrians and bicyclists, would like to have flashing crosswalks at busy intersections
- That the trail is between Hwy 101 and the railroad tracks.
- None.
- None
- None.
- None
- No strong preferences, only what makes sense from a design and function perspective. I feel it is more important to proceed with something that functions well, but not get delayed by trying to please everyone, because that will never happen.
- consistant side of the tracks
- None
- None
- I don't know enought about it to say.
- Loss of city parking
- maintenance



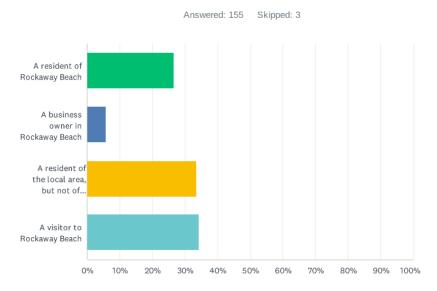
- NA
- This survey should have started with an introduction to the alignment of this section
- car free
- waste of mony and recources
- The route should support local businesses (or at least not get in the way of their foot traffic.)
- that it will not prioritize safety
- No
- none
- I don't know enough to say.
- No concerns. Stop planning and just do it!
- Make it go as long down 101 as possible! It's just not safe to walk or bike on 101 with so many visitors (and locals) driving like idiots.
- None
- Blue Dodge +1971-427nine8three8
- · Based on other areas that have added symilar pathes it is not good for the community
- West of tracks where possible
- Safe and separate from automobile and truck or trailer traffic
- I hope it's west of 101 so it connects the community to nature and the beach
- Nonw
- No comment?
- Move it off the highway
- Living full time on Breaker St. just south of Washington, we are concerned about parking and people being dumped into the neighborhood at the end of the trail looking for parking and beach access. Lots of ppl will want to walk the whole trail and start at one end or the other. Also, proximity to the Big Cedar Trail that is basically at the south end of the Salmonberry Trail is already experiencing parking issues. We support this project. However, this will impact our already chaotic rental dominated neighborhood. We hope you realize this and try to take steps to mitigate the impact. §
- No prefere c
- None
- Private property rights. I think you are just giving criminals another access point. And giving homeless another camping spots to vilify.
- As far away of any railroad tracks or other impediments would be preferable.
- None
- Need to keep existing parking spots if possible
- Doesn't matter to me as long as there is access to 101 often enough for emergencies.
- Safety is the single most important factor.



- I don't like the idea of a path between the tracks and the highway. I like the idea of a path on both the east and west sides of the highway, making a nice walkable loop for visitors.
- nothing
- Make sure, that the railroad, has its right of way, for future railroad commuter trains.
- I would love to see the path as far from 101 as possible. I am also anxious to see what the future holds for the area of 101 by the three Graces. I have ridden the entire Oregon coast bike route many times. The stretch of 101 between Bar View and Garibaldi definitely needs attention.
- No concerns.
- No preference
- the speed limit from and through town to Washington st should be only 25 miles per hour.
- Proximity to the roadway, and ease of bike riders to cross any streets near the path. People riding bikes need to feel safe and there shouldn't be much out of direction travel
- N/A
- None
- No preference. Just having will be amazing.



Q7 How would you describe yourself? (Select all that apply)



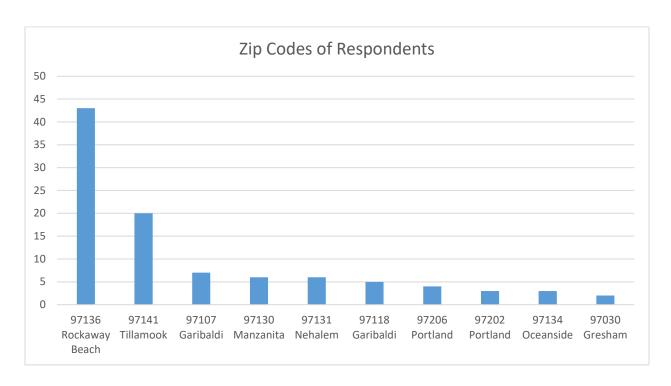
ANSWER CHOICES	RESPONSES	
A resident of Rockaway Beach	26.45%	41
A business owner in Rockaway Beach	5.81%	9
A resident of the local area, but not of Rockaway Beach	33.55%	52
A visitor to Rockaway Beach	34.19%	53
TOTAL		155



Q 8 Please include the zip code where you live.

Answered: 156 Skipped: 2

The chart below shows the top 9 locations of respondents. Zip Codes with 2 or fewer responses were not included in the chart and totaled 54 respondents.



*A note from Mayor Charles McNeilly:

"I have been asked by a business owner what consideration was given to the proposed pedestrian path of the Salmonberry Trail down the east side of 101 along the sidewalk from S. 3rd to N. 3rd with the bike trail continuing on the west side of 101.

She is quite concerned about the loss of parking on Miller St. between S. 3rd and S. 1st."



Virtual & In-Person Interested Parties Meetings Feedback

The project team held a virtual meeting, immediately followed by an in-person meeting at Rockaway City Hall on February 19, 2025. The purpose of these meetings was to hear from the community whether the path should be on the East or West side of the rail tracks for the section of trail between Washington St and S 3rd Ave. Residents near this trail section were sent a mailer invitation to this meeting. The project team was concerned that many residents might oppose the West-side of the rail alignment because of its proximity to private property. However, during these meetings, many residents and other stakeholders responded that they preferred the West-side alignment due to the better user experience it would provide, and because it is safer than the East-side alignment. Meeting transcripts are listed below:

Wed. Feb. 19, 2025

Virtual Meeting via Teams 4:30 pm - 5:30 pm

In-Person Meeting at Rockaway City Hall 5:30 pm – 6:30 pm

Agenda

Mike presents:

- Project overview & scope
- Alignment options for trail segment south of S 3rd Ave

Q & A from Public

Meeting Goals:

- Share project overview, scope, and alignment options to Public on project
- Discuss alignment options with public

Attendees

- Mike Rose, Alta
- Hannah Hefner, Alta
- Caroline Crisp, ODOT
- Luke Shefford, City Manager Rockaway Beach
- Charles, Mayor of Rockaway Beach
- Bill & Marilyn, City Council members of Rockaway Beach
- Michael, STIA
- Public

Key Takeaways

VIRTUAL MEETING - 20 attendees

Bill, Resident 624 se 101, own Octopus Inn & kids work at the Pronto Pup

East side alignment seems dangerous



- Bill prefers west side for a safer path
- Concerned about Saltair creek survey staking (we're doing a hydraulic model)

Debbie, has property 461 S miller

- Is there parking going in? (No, not is this area we're considering parking)
- Wants entire width of Miller paved

Craig

- Concerned about Trees on west side, and on east side
- He wants to see those trees remain
- Later added he supports tree/ veg replacement and a vegetative privacy buffer between path and homes

Terry, 477 S Miller

- Concerned about trail on miller street, how does trail and street
- Wants the entire width of miller paved instead of just Miller
- Wants to be on the east side of the railroad tracks

Kate

• Wants east side, her property would be right next to trail

Chuck

West side

Sandra, community member

• West side, she likes to walk in this area

Sheila, lives on highway on south end

- West side is better because it's safer- she's seen someone hit crossing an intersection
- In summer a lot of distracted driving

Caroline opened a poll in the chat about which alignment is preferred

Michelle chimed in with some support for the west side alignment, but not resident

IN PERSON MEETING – 28 attendees

Q's:

- How will kids cross to high school (Mike answered probably RRFB)
- Will there be consideration for lowering speed limit? Q for ODOT Mike answered probably no but not sure

 Jamie Smidt at ODOT gave some response to this resident, telling him he could get an answer at this
 meeting, he said he will reach out via email

Resident, between Washington and 7th-

How is water going to be channeled



Two people want Cedar Tree to be connected to trail

Jerry Barrington - resident, board member of water district

- Prefers west side for safety
- Wants slower speed limit, limit is 30, should be 25 like Garibaldi
- Responded to Damien, comment in support of trail
- Can the train have a brighter light when it reverses? -we can mention when we talk to rail

Not resident – Damien from jetty fishery

- "Embattled" with trail and rail
- do we really have 60' ROW we will verify
- Do we have to follow same bylaws for policing law enforcement, how do you move squatters from trail
- What is 10% cost estimate, does it include maintenance? how are we going to maintain this?
- He is interested in if it's on the west or east side next section of salmonberry trail is North of our section (we are on east at that point)

•

Marylyn, city councilor

Mayor responded

Rockaway understands the

Resident

- Likes idea of west side for the experience, wants to be further from traffic, closer to vegetation
- Only section in nature, argument for west side

Resident – curious about if water is considered- water troughs on both sides

Resident asked about diff between 10% & 30% design

Resident N of Washington St - harbor retreat center

- Loves the idea of the trail for the retreat users
- Thinks safety is most important
- Thinks it's best if the trail doesn't change sides too often

Bike rider for several years

- Linked his own path from pansy in twin rocks to beach street, only
- Makes no sense to have on east side unless property owners are unhappy

Resident

- Washington north, she's not worried about residents, big setback
- Short portion close to homes
- Staying on west side will be very good

Will there be vegetation between trail and houses?



- Wants added veg, someone seconds that
- We should consider adding trees or veg buffer

1 property was concerned about drainage going from their property to the ditch on the west side

- 1 person there wants it on the east side because they like the trees and use the west side as a nice backyard, but sounds like they would tolerate west side
- 2 other workers at that retreat center wanted west side

RESOLUTION NO. 2025-14

A RESOLUTION APPROVING USE APPLICATION FOR THE LIONS CLUB WEENIE WAGON ADJACENT TO THE WAYSIDE

WHEREAS, the City has received an application from the Lions Club for placement and use of their Weenie Wagon; and

WHEREAS, staff has reviewed the application and provided comments and conditions for approval; and

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

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

Section 1. The City of Rockaway Beach City Council hereby approves the following application for use and placement of the Weenie Wagon adjacent to the Wayside, attached as Exhibit A and as specified below:

Applicant	Event		
Rockaway Beach Lions Club	Weenie Wagon (2025 dates and location as specified)		

- **Section 2.** This approval is subject to the staff comments and conditions indicated in the Staff Review form, attached as Exhibit B.
- **Section 3.** This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 12th DAY OF MARCH 2025.

	APPROVED
ATTEST	Charles McNeilly, Mayor
Melissa Thompson, City Recorder	

Resolution No. 2025-14 Page 1 of 1



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5 Rockaway Beach, Oregon 97136 (503) 374-1752 FAX (503) 355-8221 www.corb.us * cityhall@corb.us



APPLICATION USE PERMIT FOR CITY WAYSIDE or ANCHOR STREET PARK

Submit Completed Application in person or via email cityhall@corb.us

Choose One:	
☐ Anchor Street Park – Event Area Only	
☐ Portable Restrooms will be provided at event ☐ Dumpster will be provided at event	
Organization Name: Contact Person: Address: Phone #: Deposit Paid: Name of Event: Name of Event:	
Date(s) of Event:Times of Event:	
Estimated # of People Attending: Number of Vendors:	
Contact Person(s): 2011 Contact Perso(s): 2011 Contact Perso(s): 2011 Contact Perso(s): 2011 Contact P	
Contact Phone Number(s):	
Contact Email:	
If traffic control is needed, please explain:	
Incomplete applications will not be forwarded to City Council for approval.	
USE REGULATIONS: BRESSON IR, LR	

- 1. \$2,000,000 General Liability Insurance listing the City of Rockaway Beach as an additional insured is required. insurance should be per occurrence and should not be an aggregate.
- 2. \$300.00 cleaning deposit will be paid at time of application. Deposit will be retained if the site is not cleaned adequately, and if there is damage to City property, including barricades, restrooms, benches, tables, play equipment, etc.
- 3. Hours of availability are between 7:00 AM and 10:00 PM.
- 4. Property must be clean and cleared of all trash, papers, cans, bottles, etc. This includes the perimeter area.

- 5. Property to be barricaded by applicant. Arrangements for barricades to be made With Public Works: 503-374-0586.
- 6. Any property damage during event is the responsibility of the applicant.
- 7. No stakes, nails or any pavement or fixture penetrating device will be used to tie down canopies, tents, etc.
- 8. Any markings denoting spaces shall be done in street chalk.
- 9. Application must be submitted 45 days prior to the event.
- 10. Must attach a drawing denoting area of Wayside or Anchor St. Park which will be used and manner of use.
- 11. Contact Tillamook County Dispatch for after-hours concerns: 503-815-1911.
- 12. Anchor Street Park Only: Applicant to ensure restrooms, playground and parking outside of event space remains open and accessible by the general public.
- 13. Deposit to be returned only after post event inspection and authorization from Public Works Department.

APPLICANT: I have read and understand my, or my organization, responsibility regarding these City facilities, and will adhere to the rules set forth.

		121 22
Signature of Applicant	. 0	Date Date

FOR OFFICE USE ONLY
Pre-Event Date Received:
Date approved by City Council
Disposition of Deposit:
[] Deposit Returned Date:
[] Amount Retained:(Work order and invoice attached)
[] Post-Event Inspection: Authorized to return deposit [] Yes [] No PW Signature:

RECKAWAY Lions Club Wennie Wagery Day FOR The Wayside For 2025 Friday Saturday Sunday Monday - Memorial D JUNE Friday Saturday Sunday MUNDARY
37Th 25th 29th 30Th My DM wednesday Thursday Friday Hu Independen July SATurday Sunday SEPTEMBER MONDAY - TOTAL DAYS -LABOR DAY We will Need 3 Extra days For Special En

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION		
City Of Rockaway Beach 276 US-101 Rockaway Beach, Oregon 97136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	principality.		

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E.L. DISEASE - POLICY LIMIT \$

If yes, describe under DESCRIPTION OF OPERATIONS below



Event Application Staff Review

	nization Name: Rockany Won Club
Even	: Wienrie wagon
Date	s): May, June, July, August, Sept
	Drawing/Map clearly denoting event set-up including: portable restrooms, dumpsters, parricades, vendors, etc. Comment/Conditions:
	Estimated # of People Attending:
	Dumpster Required { } YES { NO Recommended size/capacity:
	Restrooms Required { } YES ANO
	Recommended quantity:
ia Mu	Comments/Conditions: Lion club maintains a clean area past events. H provide whated certificate of Liability Insurance by approval.
Appli	ation Reviewed by: Dan Emerson Name 1/6/25 Date 1/6/25 Name Name

Coffee with Manager and Mayor February 20, 2025

A resident noted appreciation of the bike racks that were placed by the city at Big Tree Nature Walk, Anchor Street Park, Post Office and City Hall. A desire to see bike racks along 101 in the commercial core was shared; the currently placed racks are too far away so bicycle riders simply lean their bikes against a store front. There was further discussion of other placements during Salmonberry Trail construction. Also, they expressed interest in further promotion of biking in town, with perhaps a bike trail with signage and mountain bike trails to the east of the city.

A resident asked to promote our accessibility as a community including David's Chair, Anchor Street Park, and the new beach ramp at Wayside but was concerned that handicap parking is not close to the ramp entrance creating a barrier. City Manager Shepard shared that there will be a new handicap parking spot on the south side of the Wayside Restrooms.

A resident noted that the Planning Commission is taking up allowing STR's with ADA compliance be given preference to jump the waiting list. They wanted to be sure that it is a high bar that much be reached in order to meet a requirement to be called an ADA Accessible STR. It should be a very high set of standards.

Concern about the transfer ordinance for short-term rentals was shared with a preference for a one-time transfer. The current transfer in perpetuity has frozen the market with no opportunity for new entrants. It also sets up a two tier sales market. Additionally, this resident expressed a desire for the City to review STR licenses that are currently being "held" as a perquisite to make the sale of their house more attractive in the future, but are not actually being held as an active STR. This is unfair to the City because it is not creating revenue, and by extension is not benefiting the citizens of Rockaway Beach. Further, it artificially inflates the number of STR's so that those on the waiting list wanting to run an active STR are perpetually locked out. The city should provide an ordinance that in order to hold a license the license holder much rent out the house a minimum number of days a year (say 60 days).

Speeding in city limits continues to be a topic of concern. It was stated that speed bumps are the only speed control that will work. We learned that Nehalem has three portable speed bumps that are moved around the city to keep drivers on their toes. Based on the number of streets and lengths of the streets we need many more. It is just a matter of time before sometime is hit by a speeding car.

Some interest in modifying the 4th of July Parade route by reducing the number of turns was shared.

Enforcing our fireworks ban continues to be important. City Manager Shepard shared that he would be working with Sheriff Josh Brown and Under Sheriff Matt Kelly on a plan. A couple of fireworks hot spots were shared with the Mayor and City Manager.

Coffee with Manager and Mayor February 20, 2025

A resident has contacted ODOT about the speed limit on 101, passing zone north of the City on 101 and lack of formal crosswalks. ODOT was not helpful.

A desire to bring back the Parks & Recreation Department was shared. We may have weekly Movies in the (Phyllis Baker) Park this summer should the funding come through.

Many in attendance shared their appreciation for City Manager Shepard and staff; and how the city is being managed.