



City of Rockaway Beach

City Council Workshop Agenda

Date: Wednesday, July 16, 2025
Time: 4:30 P.M. – 5:40 P.M.
Location: Rockaway Beach City Hall, 276 HWY 101 – 2nd Floor Conference Room

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

Join here to attend remotely:

<https://us06web.zoom.us/j/89086342312?pwd=1GXaOTHILsJDtJheL4CO89FaWFGmFW.1>

Meeting ID: 890 8634 2312

Passcode: 185623

Dial by your location

253 215 8782 US (Tacoma)

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

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

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

2. ROLL CALL

3. COUNCIL BRIEFING/DISCUSSION

- a. **Presentation - 2025 Sewer Rate Study – Josiah Close, HDR Engineering Inc. (4:31 p.m.)**
- b. **Review of ODOT Speed Zone Investigation (5:05 p.m.)**
- c. **Review Business Facade Improvement Grant Revised Applications (5:14 p.m.)**
- d. **Review of Oregon Watershed Enhancement Board (OWEB) Source Water Protection Grant Fund Grant Agreement & Resolution 2025-40 (5:24 p.m.)**
- e. **Review of Memo & Resolution 2025-41 Authorizing a Payment to Stimson Lumber Company to Support Mechanical Road Brushing in The Upper Jetty Creek Watershed In Lieu of Herbicide Application (5:29 p.m.)**
- f. **Review of Resolution 2025-36 Amending Resolution No. 2025-22 to Correct Scriveners Error (5:33 p.m.)**
- g. **Review of Forest Stewardship Advisory Committee Applications (5:35 p.m.)**
- h. **Other Regular Session Agenda Items Review (5:38 p.m.)**

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

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



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5

Rockaway Beach, OR 97136

503.374.1752

STAFF REPORT

Date: July 9, 2025
To: City Council
From: Luke Shepard
Subject: Consideration to Concur with ODOT Speed Zone Change Recommendation

BACKGROUND

On April 21, 2025, ODOT initiated a Speed Zone investigation (Request 14127) for the downtown core of Rockaway Beach. The City concurred with ODOT investigating a potential 20 miles per hour (mph) zone in the downtown core on Oregon Coast Highway #009 (US 101).

Segment investigated: 0.11 mi N of N 3rd Ave to 350' S of S 3rd Ave

On May 7, 2025, ODOT completed the Speed Zone Investigation on US 101. A copy of the report (attached) was sent to the City along with request for city concur with the report's recommendation

SUMMARY

ODOT report recommends lowering the speed limit from 30 mph to 20 mph in the downtown core, as they determined that section of US 101 met the statutory definition of business district. ORS 811.111 (1)(d)(D) provides that the speed shall be "twenty miles per hour in a business district".

COUNCIL OPTIONS

- 1) **If City concurs with report:** A speed zone order will be issued, and a copy will be sent to city. ODOT to implement change at their expense.
- 2) **If City does Not concur with report:** The matter will be presented at the next Speed Zone Review Panel hearing to decide contested speed zone.

ATTACHMENTS

- ODOT Request 14127
- ODOT Speed Zone Investigation Memo #14127



Speed Zone Request

Request ID: 14127
Request Date: 04/21/2025

Contact: Weldon Ryan
Title: SZ Investigator
Agency: ODOT
Phone: (503) 586-8594
Email: weldon.j.ryan@odot.oregon.gov

Roadway: Oregon Coast Highway #009 (US 101)

Segment 1:

From: 0.11 mi N of N 3rd Ave (50.53)		To: 350' S of S 3rd Ave (51.08)	
Roadway Classification: Arterial		ADT: 6450	
Entering Speed: 30	Exiting Speed: 30		Existing Posted Speed: 30
Requested Speed: 20	Requested Reason: downtown core meets stat business district definition. Lots of ped activity.		
Engineering Speed: 20	Engineering Reason: downtown core meets stat business district definition. Lots of ped activity.		
Resident Speed:	Resident Reason:		
Enforcement Speed:	Enforcement Reason:		
Proposed Enforcement Plan:			

Jurisdictions:

- City of Rockaway Beach
- ODOT



INTEROFFICE MEMO

TO: Angela Kargel, P.E.
State Traffic Engineer

FROM: Jamie Schmidt, P.E.
Region 2 Traffic Operations Engineer
(971) 208-4095

Region 2 Traffic Operations Engineer

SUBJECT: Speed Zone Investigation #14127
OREGON COAST HIGHWAY #009 (US 101)
200 feet north of Nedonna Beach Road (MP Z48.70) to
300 feet south of Old Pacific Hwy Road (MP 52.57)
ODOT / ODOT – City of Rockaway Beach

A review of the statutory speeds has been conducted in the city of Rockaway Beach on the Oregon Coast Highway #009 (US 101) from 0.11 mile north of N 3rd Avenue (MP 50.53) to 350 feet south of S 3rd Street (MP 51.08). The investigation was requested by Jamie Schmidt P.E., Region 2 Traffic Operations Engineer, ODOT and concurred by Charles McNeilly, Mayor, City of Rockaway Beach.

There is one investigated section on this roadbed. The investigated section is 0.55 miles in length and classified as a Rural Other Principal Arterial with a 2023 ADT of 7484. This section would be considered the urban core of Rockaway Beach. There are 6 marked crosswalks in this 0.55 mile long section. The majority of this section has curb and sidewalk on the east side only, on street parking is allowed on both sides.

The investigated segment is currently posted 30 mph per SZ Order 13622 dated August 9, 2023. This section currently meets the definition of a statutory 20 mph business district per ORS 801.170 and ORS 811.111 (1)(d)(D). ORS 801.170 states - "Business district" means the territory contiguous to a highway when 50 percent or more of the frontage thereon for a distance of 600 feet or more on one side, or 300 feet or more on both sides, is occupied by buildings used for business. ORS 811.111 (1)(d)(D) establishes "twenty miles per hour in a business district".

If you concur with this recommendation, please note your concurrence on the attached report.

JS/WR

OREGON DEPARTMENT OF TRANSPORTATION

Report of Speed Zone Investigation

OREGON COAST HIGHWAY #009 (US 101)

Approved by
State Traffic-Roadway Engineer

200 feet north of Nedonna Beach Road (MP Z48.70) to 300 feet south of Old Pacific Hwy Road (MP 52.57)

ODOT / ODOT – City of Rockaway Beach

April 22, 2025

Recommendation: Rescind existing SZ Order 13622 dated August 9, 2023 to establish the following speed zoning.

<u>Section</u>		<u>MP</u>	<u>Existing</u>	<u>Recommended</u>
<u>Not Investigated</u>				
A	From: 200 feet north of Nedonna Beach Road To: 50 feet north of N 7 th Avenue	Z48.70 50.24	45 mph	45 mph <u>1/ 3/</u>
Per provisions of ORS 811.111 Subsection 1(e) and ORS 810.200 the following segment(s) within the section above shall be 20 mph.				
	From: 0.22 mile north of Lake Boulevard To: 50 feet south of Lake Boulevard	Z48.94 Z49.17	School	School
B	From: 50 feet north of N 7 th Avenue To: 0.11 mile north of N 3 rd Avenue	50.24 50.53	30 mph	30 mph <u>1/</u>
<u>Investigated for Statutory</u>				
C	From: 0.11 mile north of N 3 rd Avenue To: 350 feet south of S 3 rd Street	50.53 51.08	30 mph	20 mph <u>1/</u> (Stat. Business)
<u>Not Investigated</u>				
D	From: 350 feet south of S 3 rd Street To: S 7 th Avenue	51.08 51.42	30 mph	30 mph <u>1/</u>
E	From: S 7 th Avenue To: 450 feet north of Minnehaha Street	51.42 51.77	35 mph	35 mph <u>1/</u>
F	From: 450 feet north of Minnehaha Street To: 300 feet south of Old Pacific Hwy Road	51.77 52.57	45 mph	45 mph <u>2/</u>

1/ ODOT – City of Rockaway Beach

2/ ODOT

3/ Mile point equation – MP Z49.57 = MP 49.57

Historical Background:

Investigation requested by: Jamie Schmidt P.E., Region 2 Traffic Operations Engineer, ODOT. Concurred by Charles McNeilly, Mayor, City of Rockaway Beach.

Requested Speed: To lower the posted speed to 20 mph in the downtown core business district.

Previous Action: Existing SZ Order J9334 dated July 19, 2019.

<u>Investigation:</u>	<u>Section C</u>
Section Length	0.55 mile
2023 Average Daily Traffic	7484
Context	Urban Core
Culture Type & Density	Heavy Business
Existing Posted Speed	30 mph
Recommended Speed	20 mph (Statutory Business District)

Factors Influencing Recommendation: Section C - Establishing a statutory 20 mph business district per ORS 801.170 and ORS 811.111 (1)(d)(D).

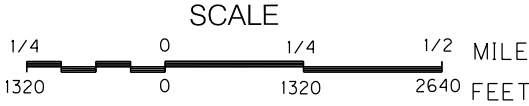
ORS 801.170 - "Business district" means the territory contiguous to a highway when 50 percent or more of the frontage thereon for a distance of 600 feet or more on one side, or 300 feet or more on both sides, is occupied by buildings used for business.

ORS 811.111 (1)(d)(D) - Twenty miles per hour in a business district

SPEED ZONE INVESTIGATION
OREGON COAST HIGHWAY (US 101)
ODOT / CITY OF ROCKAWAY BEACH

EXISTING

RECOMMENDED



SECTION A
NOT INVESTIGATED
NO CHANGE

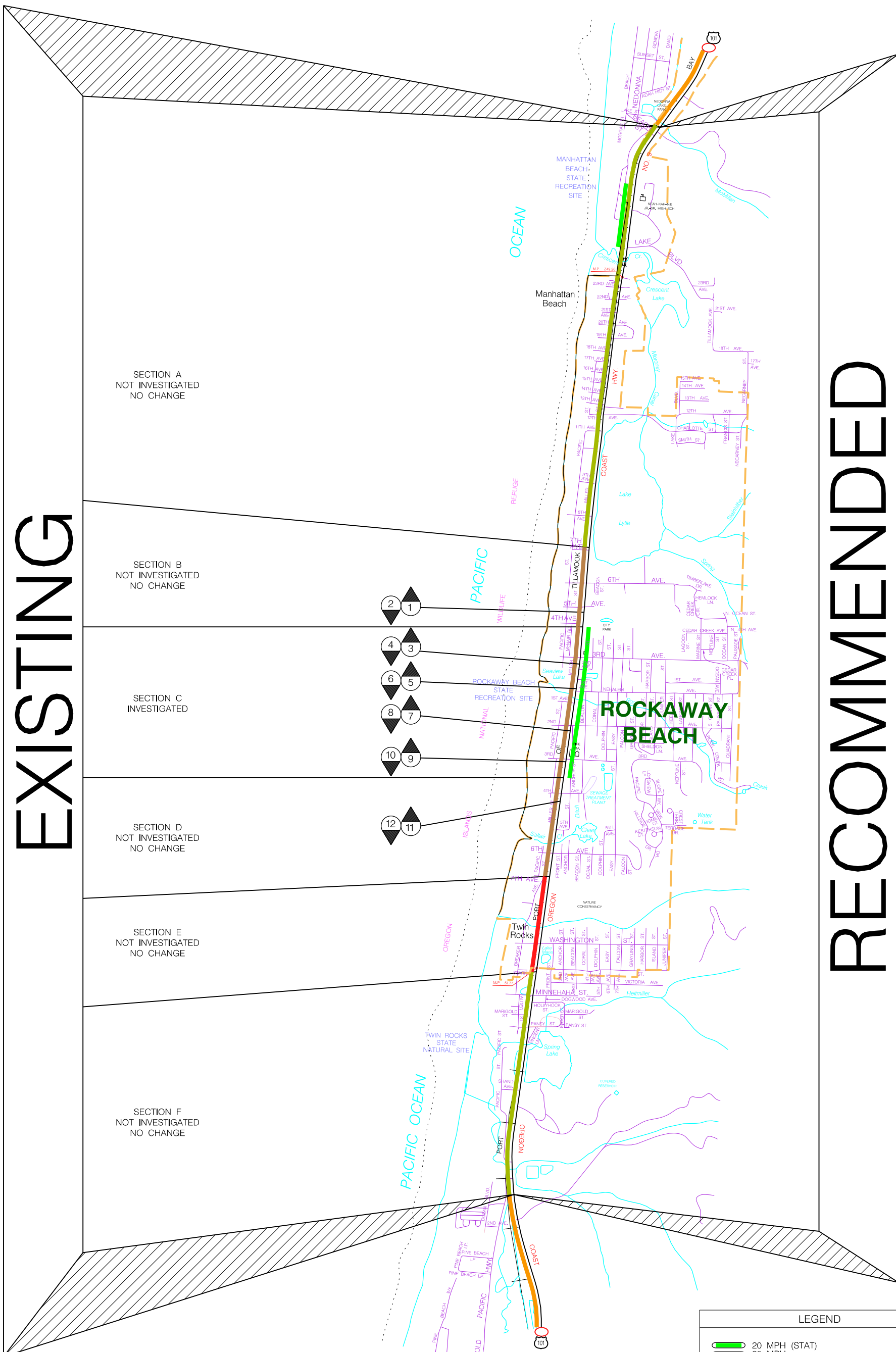
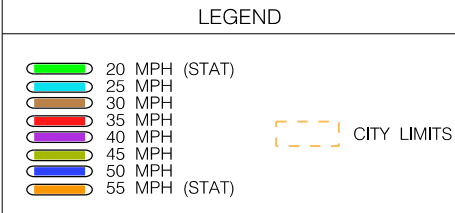
SECTION B
NOT INVESTIGATED
NO CHANGE

SECTION C
INVESTIGATED

SECTION D
NOT INVESTIGATED
NO CHANGE

SECTION E
NOT INVESTIGATED
NO CHANGE

SECTION F
NOT INVESTIGATED
NO CHANGE



TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
September 22, 2022



1. Looking north from 100 feet south of NW 5th Avenue.



2. Looking south from 100 feet south of NW 5th Avenue.

TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
September 22, 2022



3. Looking north from 125 feet south of NE 3rd Avenue.



4. Looking south from 125 feet south of NE 3rd Avenue.

TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
August 2023 (Google Earth)



5. Looking north from 50 feet north of Nehalem Avenue.



6. Looking south from 50 feet north of Nehalem Avenue.

TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
September 22, 2022



7. Looking north from 100 feet south of SW 2nd Avenue.



8. Looking south from 100 feet south of SW 2nd Avenue.

TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
August 2023 (Google Earth)



9. Looking north from 50 feet south of S 3rd Avenue.



10. Looking south from 50 feet south of S 3rd Avenue.

TYPICAL VIEWS
OREGON COAST HIGHWAY (US 101)
ODOT – CITY OF ROCKAWAY BEACH
September 22, 2022



11. Looking north from 150 feet south of SW 4th Avenue.



12. Looking south from 150 feet south of SW 4th Avenue.

Disability and Cargo Lift for Event Space

*Rockaway Beach Facade Improvement Grant
2024 - 2025*

Tillamara, Inc.

James Coke
615 N. Pacific Street
Rockaway Beach, OR 97136

O: 503-355-2191

James Coke

james.coke@tillamara.com
O: 503-355-2191

Approval Form

Approval Information

Project Title*

Disability and Cargo Lift for Event Space

Decision Date*

07/03/2025

Award Type*

Amount Awarded*

File Attachment Summary

Applicant File Uploads

No files were uploaded

Fwd: Facade Improvement Grant: Follow Up Information Requested

From: James Coke <james.coke@tillamara.com>
Date: Wed 6/18/2025 9:52 PM
To: Nan Devlin <nan@tillamookcoast.com>
Cc: Lark Reifenhahl <lreifenhahl@corb.us>

2 attachments (8 MB)
Genesis-Shaftway-DP-Planning-Guide.pdf; 20250426_142654.jpg;

Hello Nan.

See below request from Lark Reifenhahl of the CORB. I need your help uploading supplemental material via the grant portal as our application is locked and I don't have credentials to edit. The text of my email below along with the two attachments needs to be hosted so they are accessible to the evaluation committee.

Thanks in advance for your help.

James Coke, President
Tillamara, Inc.
[REDACTED]
james.coke@tillamara.com

----- Forwarded Message -----

Subject:Re: Facade Improvement Grant: Follow Up Information Requested
Date:Wed, 18 Jun 2025 21:44:48 +0000
From:Lark Reifenhahl <lrreifenhahl@corb.us>
To:James Coke <james.coke@tillamara.com>, City Manager <citymanager@corb.us>

Hi, James,

Thank you for sending this detailed information directly. Please also upload amended application documents and/or photos via the same portal the original grant application was submitted:

[Logon - Grant Lifecycle Manager](#)

We will need to receive additional information via the grant application portal no later than July 8, 2025.

If you need any assistance with editing your application, you are welcome to reach out to Nan Devlin, with Tillamook County Visitor's Association, at: nan@tillamookcoast.com

Sincerely,



Lark Reifenhahl
Administrative Assistant II:
Utilities,
Grant Manager,
& Short Term Rentals
City of Rockaway Beach
p: 503-374-1752 x 104
a: 276 S Hwy 101 | PO Box 5 | Rockaway Beach, OR 97136
w: www.corb.us | e: lrreifenhahl@corb.us

From: James Coke <james.coke@tillamara.com>
Sent: Wednesday, June 18, 2025 11:29 AM
To: City Manager <citymanager@corb.us>
Cc: Lark Reifenhahl <lrreifenhahl@corb.us>
Subject: Re: Facade Improvement Grant: Follow Up Information Requested

Greetings Luke.

I am in receipt of the inline correspondence below from Lark at your office. I am pleased to submit an amendment to our Facade Grant application, but wanted to run additional detail about the proposed solution by you before formally submitting additional documentation.

We have proposed installing a Vertical Platform Lift on the north side of our center building containing the event/meeting space. Our preferred product is the **Genesis Shaftway** (<https://www.garaventlift.com/en/products/vertical-platform-lift/genesis-shaftway.html>), but we were planning to put the requirements out to bid. We have a general quote from Portland-based system integrator **All-in-One Mobility** (<https://allinonemobility.com/>) which would work with our structural contractor to install and service the proposed equipment. Our research suggests this product is the dominant disability lift solution in use on the coast.

The proposed lift is an ADA compliant 'wheelchair lift' specifically licensed for that application. It is built to higher standards than a 'cargo lift' although it could physically perform that function.

The lift and its shaftway would be fully enclosed by an exterior extension to our building utilizing the same weather protective materials and construction. We plan to install several windows on the beach facing side of the enclosure to mitigate claustrophobia. I have attached a photo of the proposed lift looking down the shaftway showing how a complete enclosure can be wrapped around the lift itself. The photo was taken at the museum of my home town of Gig Harbor, WA.

Also attached is the installation planning guide for the proposed lift. It would be specially treated for exterior use per the "Climate Controlled Shaftways" note on page 4. The system integrator assures us that full enclosure plus regular maintenance and inspections will support a reliable and extended service life.

We cannot precisely estimate the total project cost without a more detailed architectural design, but the exterior lift will cost \$60,000 and the modifications to the building and parking area around \$15,000. There will be additional costs for permitting, design, and project oversight in the \$10,000 range. We do not have sufficient disabled guest volume to justify the cost of an interior 'elevator' - which is orders of magnitude more expensive as noted during your City Council deliberations. Annual support costs will likely run \$3,000 or so.

We believe the selected solution offers a safe, reliable, and dignified experience for our guests needing second floor access. It will allow us to extend our reach as a meeting host to the general benefit of the city. Let me know what additional information we should supply to address questions of the Council members and we will do our best to respond. Thanks for the follow-up.

James Coke, President
Tillamara, Inc.
[REDACTED]
james.coke@tillamara.com

----- Forwarded Message -----

Subject:Facade Improvement Grant: Follow Up Information Requested

Date: Mon, 16 Jun 2025 19:12:42 +0000

From: Lark Reifentahl <lreifentahl@corb.us>

To: james.coke@tillamara.com <james.coke@tillamara.com>

Hi, James,

We are following up with you regarding the Façade Improvement Grant application you submitted for Tillamara, Inc.

The City Council has some questions about the type of lift proposed and is requesting additional information for further consideration of your application. Some of the concerns expressed in the meeting were whether the type of lift proposed is meant for people (not just cargo/materials) in terms of safety, if the lift meets ADA specifications, and if the lift user would have a dignified experience while riding this type of lift that would be exposed to the elements.

- You might choose to listen to the recording of the City Council meeting held on 06/11/2025, [HERE](#)
- You are also welcome to reach out to City Manager, Luke Shephard, for any questions at: citymanager@corb.us

You may upload amended documents and/or photos via the same application portal you submitted the original grant application: [Logon - Grant Lifecycle Manager](#)

We will need to receive additional information no later than July 8, 2025.

If you need any assistance with editing your application, you are welcome to reach out to Nan Devlin, with Tillamook County Visitor's Association, at: nan@tillamookcoast.com

Thank you,



Lark Reifentahl

Administrative Assistant II:

Utilities,

Grant Manager,

& Short Term Rentals

City of Rockaway Beach

p: 503-374-1752 x 104

a: 276 S Hwy 101 | PO Box 5 | Rockaway Beach, OR 97136

w: www.corb.us | e: lreifentahl@corb.us



Genesis Shaftway

Design and Planning Guide



Please note:

Dimensions provided in this Guide are for REFERENCE ONLY and should not be used for site preparation or construction.

Genesis Shaftway Model

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What is a Vertical Platform Lift?

The Genesis Vertical Platform Lift is a cost effective way to transport a passenger in a wheelchair, or someone who has difficulty using stairs. The Genesis vertical platform lift provides a code compliant access solution for lifting heights of up to 4343mm (171") (check the regulations for your jurisdiction). With a variety of platform configurations, the Genesis is available as a 2 or 3 stop unit that can be operated independently or by an attendant. The Genesis is suitable for indoor or outdoor use and is available in a multitude of different colors and finishes so that it blends into any setting.

Why a Genesis Platform Lift?

Cost-effective

A Genesis vertical lift is more cost-effective than an elevator and does not require a machine room to house the electrical and mechanical components. In applications where usage is limited to people who have difficulty using stairs, a vertical lift may be the most appropriate solution.

Blends with Environment

The Genesis vertical lift is an attractive space saving alternative to a lengthy or winding ramp. Adjacent to stairs or in an area complimentary to your building, these lifts can be finished to compliment the aesthetics of the site.

Meets ADA Requirements (USA)

Vertical platform lifts are recognized in the ADA and A117.1 Accessibility Guidelines as a means to provide public building access. Genesis lifts exceed ASME A18.1 and CSA B355 requirements for platform lifts.

Design Assistance

With over 35 years of experience, Garaventa has the expertise to overcome almost any design challenge you face. Please call our Design Hot Line with your accessibility challenge.

1-800-663-6556 or +1-604-594-0422

Finishes

The standard finish is electrostatically applied and baked powder coat finish in Silver Moon for the steel panels for the framework. As an option, these components can be painted from the large selection of RAL colors (a global paint color system).

Climate Controlled Shaftways

Typically, the Genesis Shaftway model is located in a shaftway that is indoors or otherwise climate-controlled.

When located in a shaftway that is not climate-controlled, the basic outdoor package and additional treatments for extreme conditions are included to enhance durability and reliable performance.

Included in the outdoor package are: hot dipped galvanized base, primed mezzanine brackets, sealed electrical box, rubber boots on switches and stainless steel fasteners.

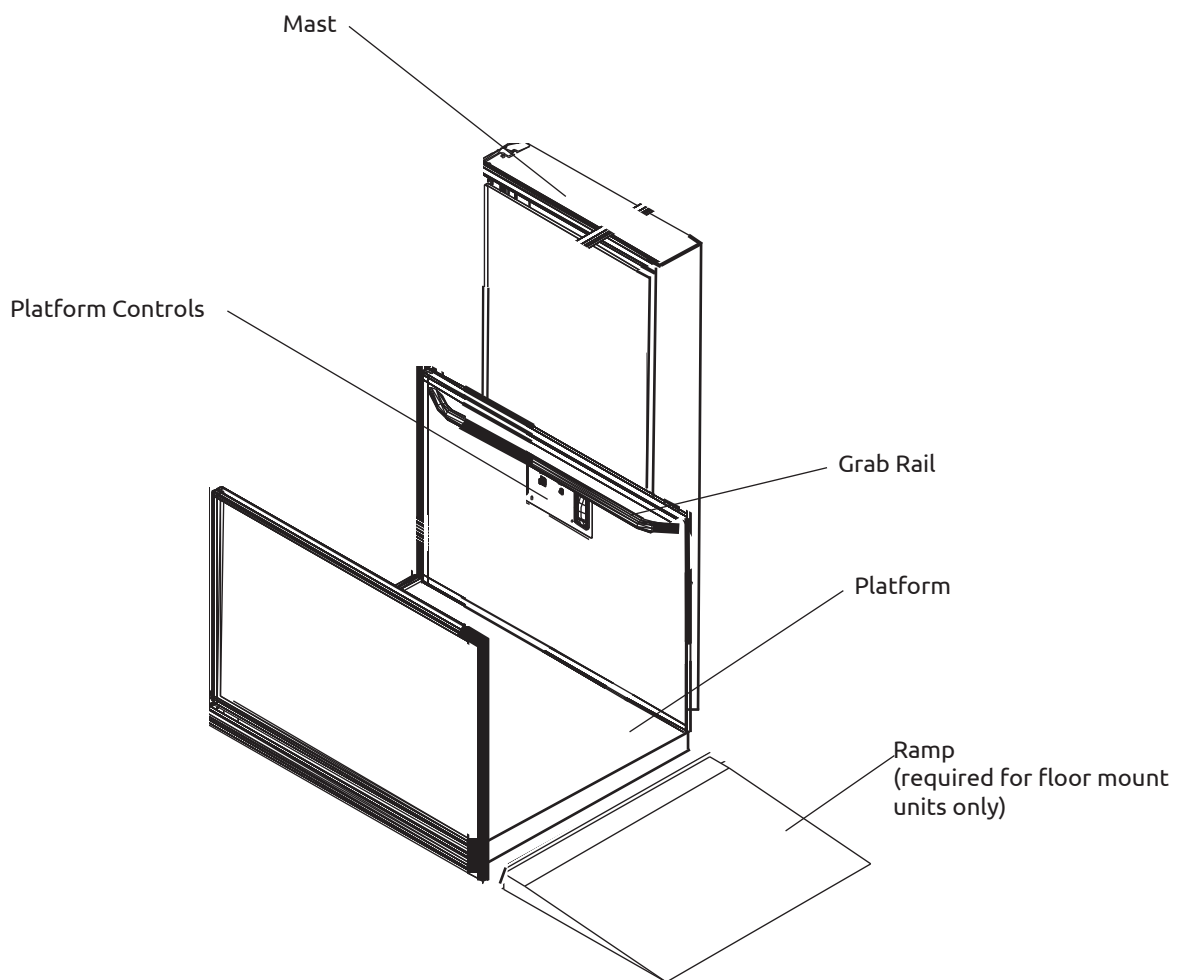
How it Works

The Genesis vertical lift is offered in a variety of configurations and styles for different accessibility challenges. All versions of the Genesis vertical lift operate in the same manner and consists of a complete drive system, a platform with side walls, doors with an interlock system and call stations.

The mast houses the electrical and mechanical components that raise and lower the cantilevered

platform. The doors or gates cannot be opened unless the platform is at an appropriate landing. The platform is called to the landing by using the call stations located at each landing. Once at a landing, the door interlock is released and the door can be opened.

The Genesis vertical lift can be used to provide accessibility either indoors or outdoors and can be installed directly on the floor or in a 76mm (3") deep pit.



Shaftway Model with Standard Straight-Through Configuration Shown

Lifting Heights and Mast Sizes

The mast size required for a particular site is determined by the vertical travel required between the upper and lower landings. When the site is measured, the lift height "H" is always defined as the distance from the lower landing (pit or floor bottom) where the lift will sit to the upper landing

floor as shown in the diagram below. An accurate "H" measurement is crucial for your custom designed lift. Be certain the height you provide is accurate. We strongly recommend using the "as built" dimension. The width of the mast is 998mm (39 1/4") for all mast heights.

Based on the measured value of "H" the drive mast is selected as follows:

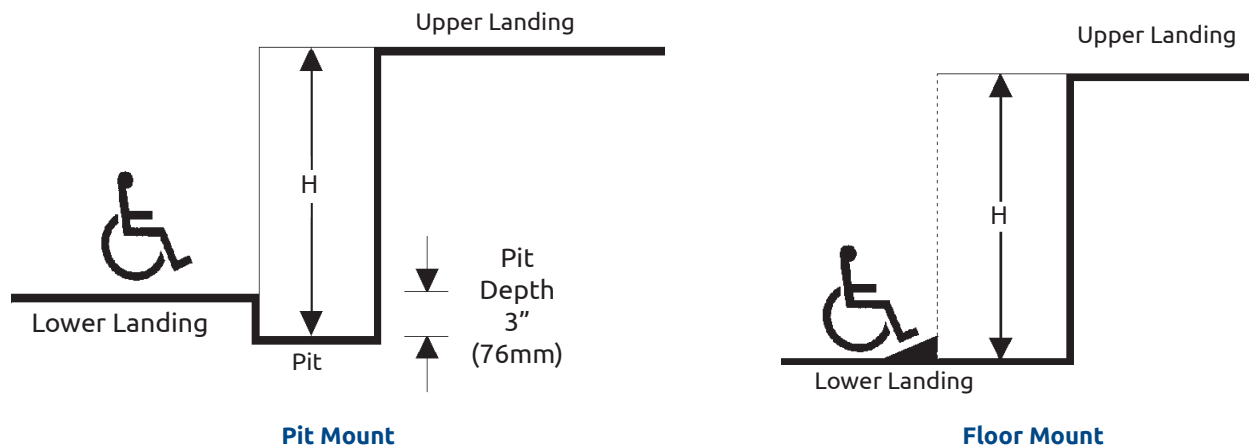
Mast Size	Max. "H" Value	Mast Structure Height	Mast Tieback Height
GVL - 42	1143mm (45")	1737mm (68 3/8")	1643mm (65")
GVL - 60	1600mm (63")	2194mm (86 3/8")	2101mm (83")
GVL - 72	1905mm (75")	2498mm (98 3/8")	2405mm (95")
GVL - 96	2515mm (99")	3108mm (122 3/8")	3015mm (119")
GVL - 120	3124mm (123")	3718mm (146 3/8")	3625mm (143")
GVL - 144	3734mm (147")	4327mm (170 3/8")	4243mm (167")
GVL - 168*	4343mm (171")*	4937mm (194 3/8")*	4844mm (191")

**For Shaftway units, a second Tie Back is required on both sides of the mast.
Refer to Loading Diagram and Force Reactions Table on pages 30 & 31.**

Note: GVL - 96, GVL - 120, GVL 144, GVL - 168 are available as Hydraulic drive only.

*Hydraulic drive with Split (2pce) Mast standard.

Two stop lift in a pit and floor mount application. An optional three stop unit is also available.



Leadscrew Drive System

Single-phase 2 HP motor attached to a 1" ACME screw, the platform travels at 3 meters (10 ft.) per minute.

Note: This is for GVL - 42, GVL - 60, GVL - 72 lifting heights only.

Mains Power Requirement:

North America

120 VAC single phase on a dedicated 20 amp circuit.

International

208 - 240 VAC single phase on a dedicated 16 amp circuit.

Electrical Disconnect (optional)

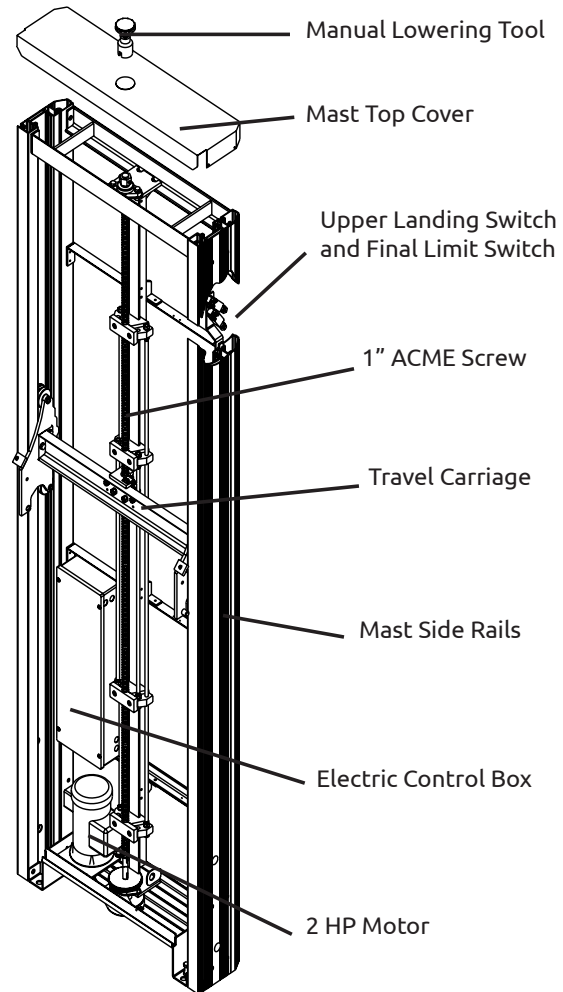
An electrical disconnect can be supplied with the lift for both safety reasons and customer convenience. This disconnect shuts off the mains power and the 24V battery lowering system to the lift. For the Enclosure Model, the disconnect is located on the side of the mast closest to the lower landing door. For the Shaftway Model, the disconnect is located on the outside of the shaftway walls in a location determined by local code requirements.

Manual Lowering Handwheel (Lead Screw Model Only - standard)

The manual lowering handwheel has a black plastic handle and slotted shaft that engages a crosspin on the main drive screw.

Battery Powered Emergency Lowering (Lead Screw Model Only - optional)

The Genesis Leadscrew Model can be supplied with an optional battery-powered emergency lowering system which is automatically activated in the event of a power failure. Using the down directional control, the battery powered emergency lowering system lowers the platform at a speed of approximately 0.3m/min. (1 ft/min.).



Hydraulic Drive System

Single-phase (2.2 KW), 24VDC hydraulic motor. Continuous mains power and auxiliary power system. The lift connects directly to the building power. The power is reduced to 24 VC to operate the control system and drive the motor. The lift is equipped with an auxiliary power system that enables the lift to operate if mains power is lost. The platform travels between landings at 5.2 meters (17ft.) per minute. ***Required for heavy use lifts or lifts equipped with a Fan and Ventilation System.**

Mains Power Requirement:

North America - 120 VAC single phase on a dedicated 15 amp circuit.

International - 208 - 240 VAC single phase on a dedicated 16 amp circuit.

Full Time Battery Operation

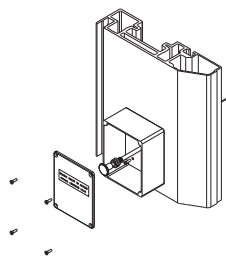
(Hydraulic Drive Only - optional)

For very low use applications and basic units, full time battery operation may be appropriate.

Electrical Disconnect (optional)

An electrical disconnect is supplied with the lift for both safety reasons and customer convenience. This disconnect shuts off the mains power and the 24V battery back-up system to the lift.

The Enclosure Model disconnect is on the side of the mast closest to the lower landing door. The Shaftway Model disconnect is located on the outside of the shaftway wall in a location determined by local code requirements.



Manual Lowering Valve (shown above)

(Hydraulic Model Only - standard)

The manual emergency lowering device consists of a pull knob mounted in a box on the side of the mast. When used, the platform is gently lowered to the landing.

Split Mast (Hydraulic Drive Only - optional)

For installation sites where it would be difficult to place the

drive mast into position as a single piece, the split mast option is available for GVL-120 and GVL-144. GVL-168 Hydraulic Models are supplied standard with a split mast.

Raised Pump and Control Box

(Hydraulic Drive Only - optional)

This option is ideal for locations that are subject to flooding. The pump and electrical controls are relocated higher (exact location depends upon mast size). Available for 96" mast heights and taller.

Remote Drive Cabinet

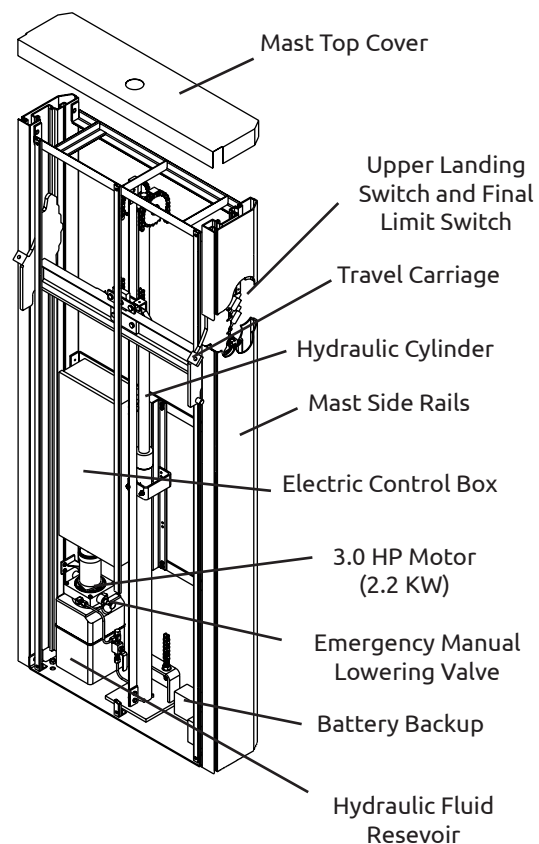
(Hydraulic Drive Only - optional)

For the ultimate in quiet operation, the drive system can be located up to 3 meters (10 feet) away in a remote drive cabinet.

Mast Heater

(Hydraulic Drive Only - optional)

For outside installations where cold temperatures are a concern, a mast heater can be installed to protect hydraulic fluid from freezing.



Platforms

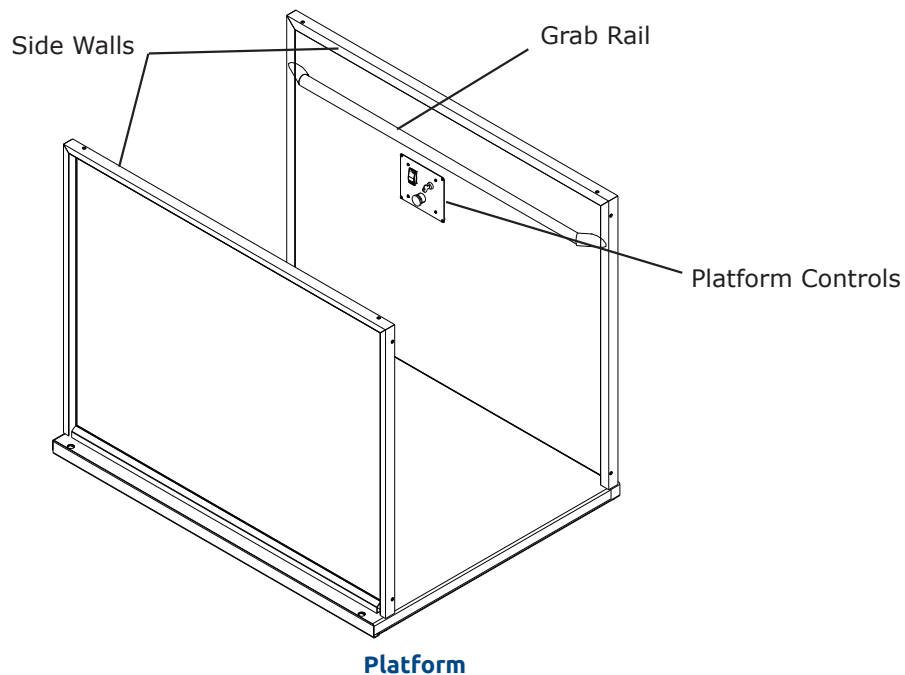
The platform is rated for a load of 340 kg. (750 lbs.) and has 1100 mm (43") high side walls. The side wall in front of the mast includes a grab rail and platform controls. Standard sizes are typically code-compliant for straight through commercial applications. Larger sizes may be required for other on/off configurations or to facilitate ease of use.

The Genesis Shaftway Model has 4 standard platform sizes to meet your requirements:

- Compact
- Standard
- Mid-Size
- Large

Custom sizes are also available.

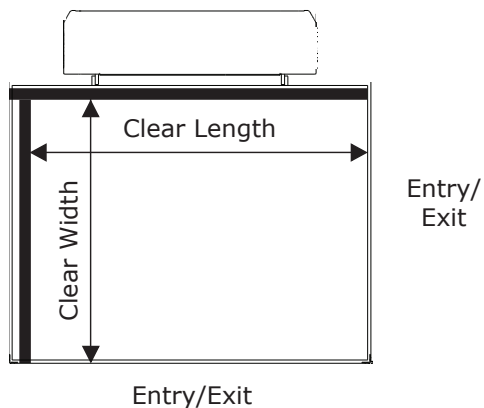
Exact platform dimensions will vary depending upon the configuration. For platform dimensions, see pages 23-26.



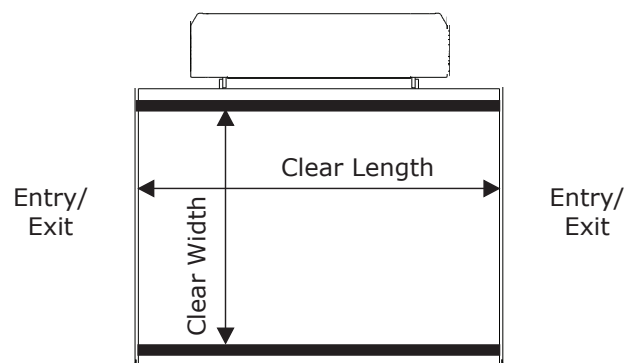
Platform Configurations

Entry/Exit Configurations

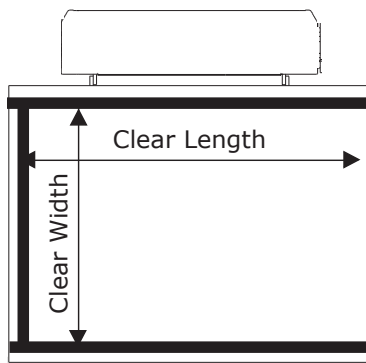
The Genesis is available in straight through (180°), 90° (left or right exit) or on/off same side (360°) platform configuration.



90° Configuration



Straight Through (180°) Configuration



On/Off Same Side (360°) Configuration (must have a lift height of 2253mm (88 3/4") or greater)

Operating Controls

Rocker Style Switches (standard)

The Genesis vertical lift comes equipped standard with rugged indoor/outdoor constant pressure switches, rated to IP 67. The platform control panel comes standard with an Illuminated Audible Emergency Stop Switch. All controls can be fitted with an optional AEMA key switch.

Push Button Control Package (optional upgrade)

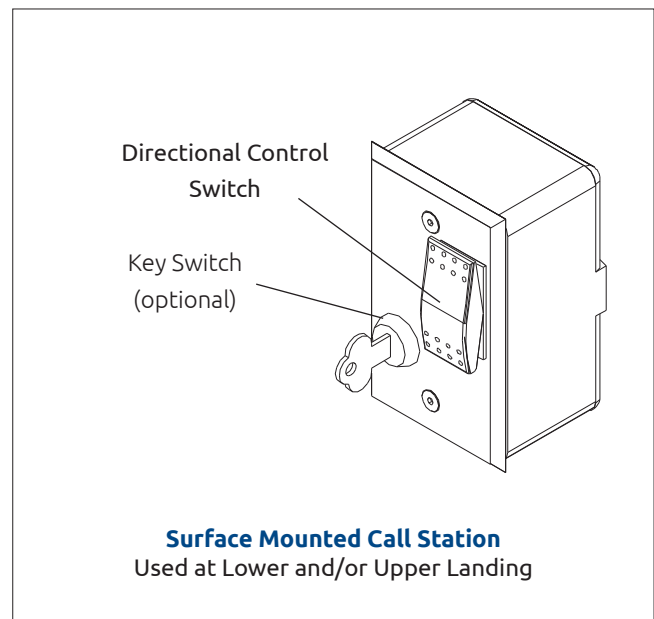
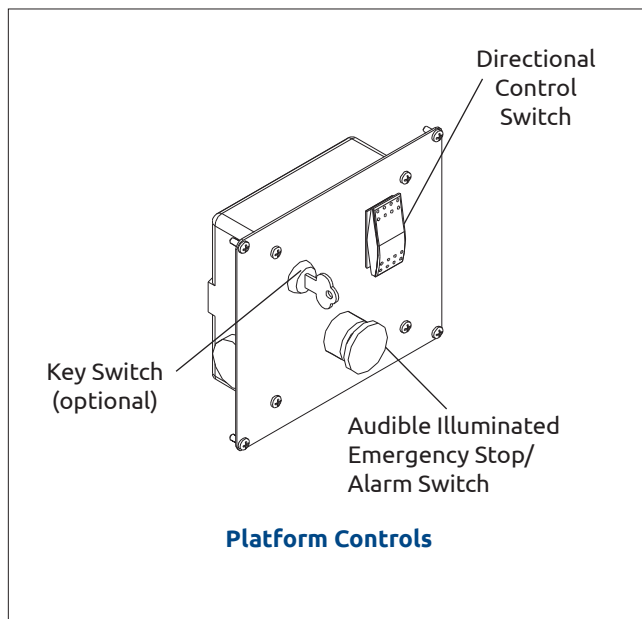
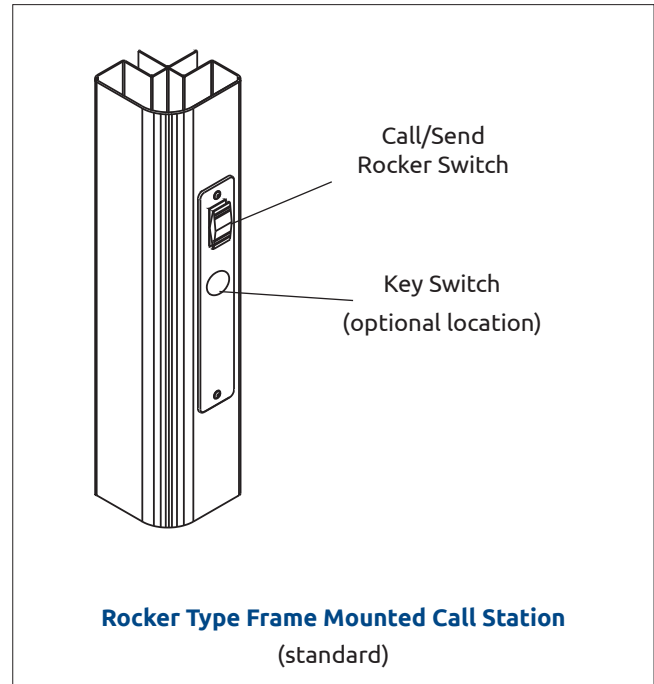
The Push Button Control Package features illuminated and tactile constant pressure directional control switches. Directional controls also feature braille symbols. Platform courtesy lighting is also included in this upgrade package. It remains illuminated for the duration of platform travel and for 10 seconds after the platform arrives at the landing.

Keyed Call Station and Platform Controls (optional)

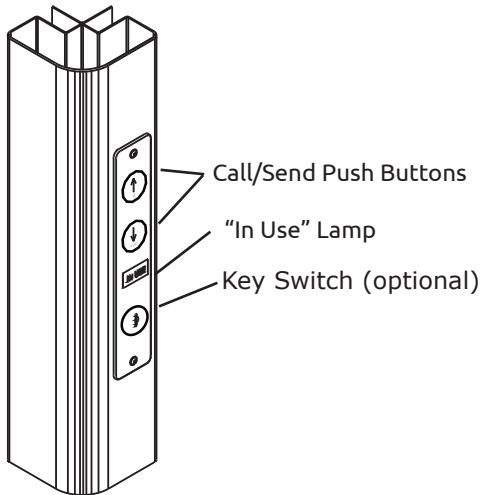
Prevents the unauthorized use of the lift. Call stations and platform controls can be set up for keyed operation.

Shaftway Frame Mounted Call Stations: Fire Rated Doors

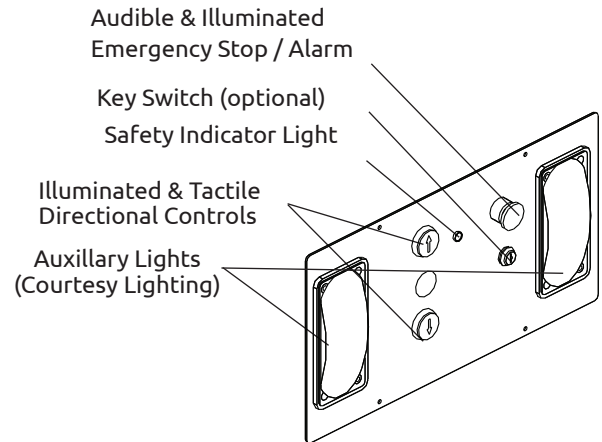
When a fire rated door is used the call stations are usually mounted in the steel frame of the door, similar to the Garaventa style door call stations. Wall mount call stations are an available option.



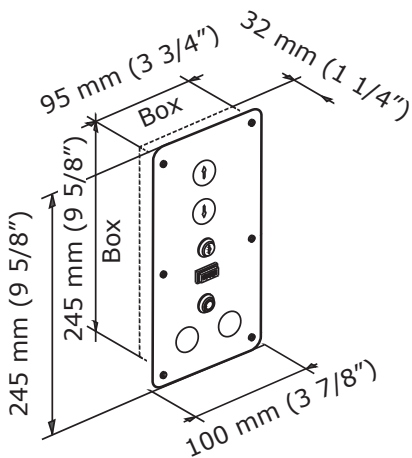
Operating Controls (Continued)



**Illuminated and Tactile
Push Button Style
Frame Mounted Call Station (Optional)**



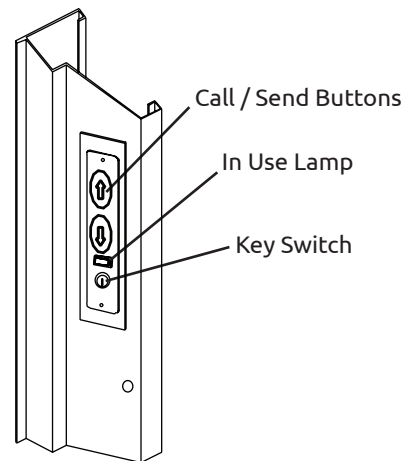
**Illuminated and Tactile
Push Button Style
Platform Controls (Optional)**



**Call Station Face Plate Installed on Wall Mount Conduit
Box (Optional)**

*Surface Mount Call Station Dimension
250mm (9 3/4") x 100mm (3 7/8") x 23mm (7/8") (low
profile option)

For dimensional purposes. Not exactly as shown.



**Frame Mounted Fire Door Call Station
(Optional Wall Mount Available)**

Optional Features

Autodial Telephone

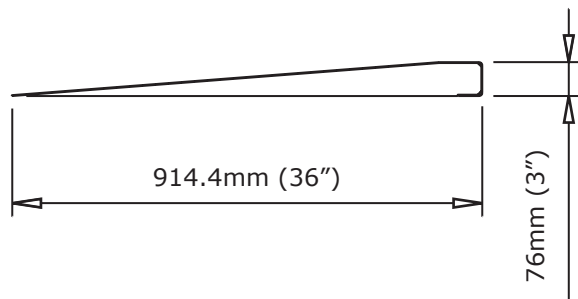
In locations where the lift cannot be easily monitored and as required by code in certain jurisdictions, an autodial telephone can be installed on the platform. The Autodial telephone allows the lift user to call for help with the push of a button, using pre-programmed telephone numbers.

Garaventa PDO - Power Door Operator

The Garaventa Power Door Operator (PDO) enables automatic door opening and closing. It features a clutch to release it in the event of encountering an obstruction or being held open. It is suitable for use on Garaventa style doors and gates with extruded aluminum frames.

Arrival Gong and Digital Floor Display

The platform mounted arrival Gong and Digital Floor Display provide audio and visual platform location information.



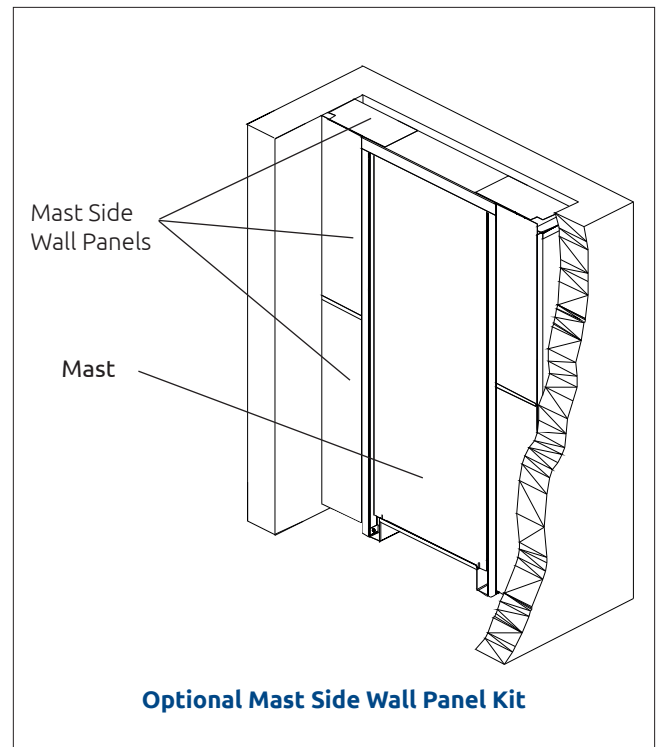
Lower Landing Fixed Ramp
(1:12 slope shown, 1:10 also available)

Ramps (optional)

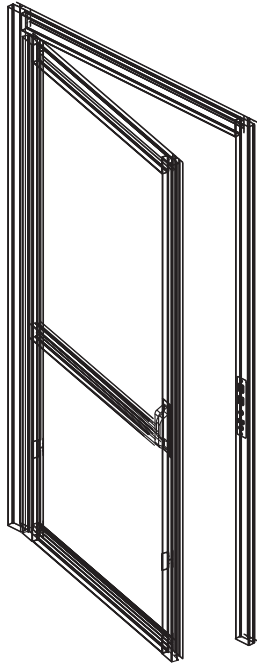
A ramp is used when a pit is not provided. The ramps are available in slopes of 1:10 and 1:12. Both slopes are available in widths of 1069mm (42"), 1225mm (48 1/4") or 1375mm (54 1/8"). It is recommended that you use a Power Door Operator and a wall mount call station at landings where a ramp is used. Contact your local authorized Garaventa Lift representative to confirm the local code requirements associated with using a ramp.

Mast Side Wall Panel Kits (optional)

Mast side wall panel kits are available to finish the open space on either side of the mast.



Garaventa Style Doors & Gates



The standard Genesis doors and gates are referred to as “Garaventa style doors and/or gates”. These non-fire rated doors and gates are prehung in a Champagne colored anodized aluminum extrusion frame. The doors and gates are constructed of matching aluminum extrusions with a powder coated 16 gauge galvanized steel kickplate and an upper panel (powder coated 16 gauge galvanized sheet metal, bronze or clear Plexiglas, or laminated glass).

Garaventa doors are equipped with an offset “D” handle. Custom finishes are also available as an option, please refer to page 4. This non-fire rated door and gate are an attractive alternative to the industrial looking fire rated door.

The door height is 2032mm (80”) and the gate height is 1070mm (42 1/8”) and are both available in 3 widths:

- 905mm (35 5/8”)
- 1046mm (41 1/8”)
- 1109mm (43 5/8”) (for wide side 90° configurations)

The fire rated door and frame is completely prehung and is constructed of 18 gauge WCG steel with zinc primer, ready for painting on site. The door is supplied with a vision panel and a delayed action door closer. The door has a 1 1/2 hour ‘B’ label fire rating with an integrated interlock system. This door comes standard with a frame mounted 2-button keyed call station.

Fire Rated Doors & Frames



The Gara Pro-Door and frame is available in both 36” (914mm / 36”) and 42” (1067mm / 42”) clear door widths. See the Door Layouts and Clearances section on pages 15-22 for further door and door swing dimensions.

Door Locks

Powerlock 2000 (CSA Certified)

The Powerlock 2000 is standard for Genesis Shaftway model lifts that are equipped with Garaventa style doors and/or gates. The Powerlock 2000 is a 24 VDC interlock that is monitored by the safety circuit to ensure that the Garaventa style door/gate is properly secured when the platform is away from the landing.

Locks by Others

Garaventa lifts can be configured to accept interlocks by others, typically found in fire doors. Consult your local Garaventa Lift representative for more information.

Power Door Operators (PDOs) by Others

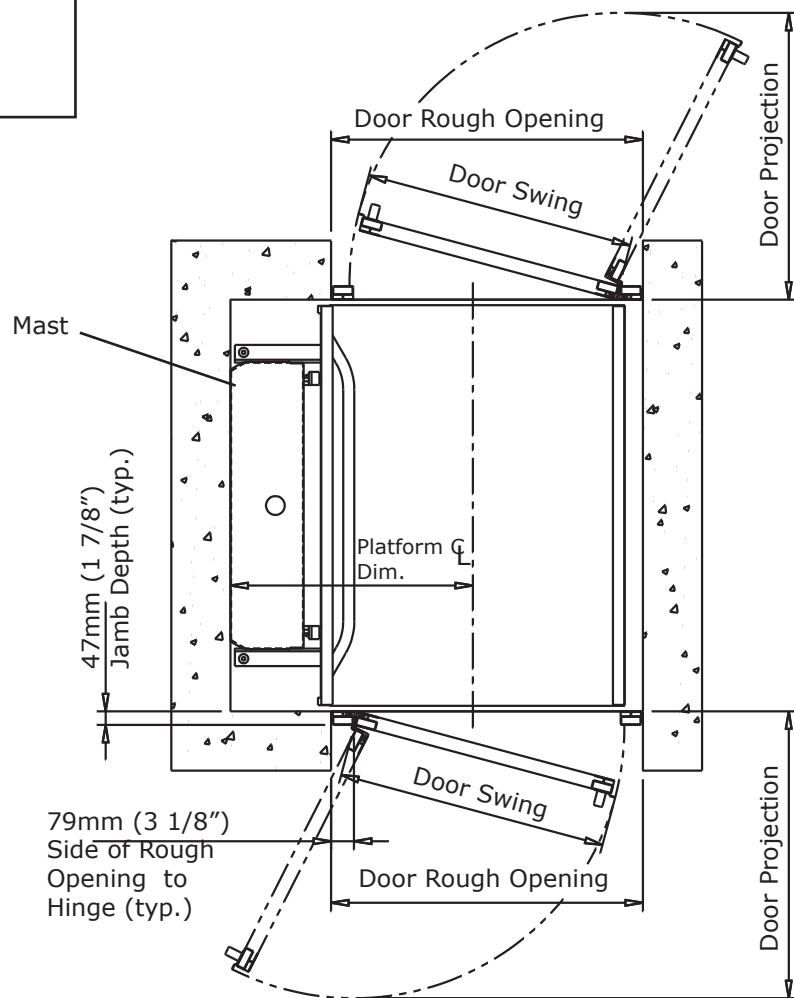
Garaventa lifts can be configured to accept PDOs by others. Consult your local Garaventa Lift representative for more information.

Garaventa Style Door Dimensions - Straight Through (180°) Entry/Exit

Door	Door Width	R/O* Width	R/O* Height	Door Swing	Door Projection
36"	905mm (35 5/8")	1098mm (43 1/4")	2140mm (84 1/4")	926mm (36 1/2")	982mm (38 5/8")
42"	1046mm (41 1/8")	1240mm (48 7/8")	2140mm (84 1/4")	1067mm (42")	1123mm (44 1/4")
44"	1109mm (43 5/8")	1302mm (51 1/4")	2140mm (84 1/4")	1104mm (43 1/2")	1162mm (45 3/4")

R/O* is Rough Opening

Platform Size	Platform \varnothing Dimension
Compact	771mm (30 3/8")
Standard	809mm (31 7/8")
Mid-Size	809mm (31 7/8")
42 x 60	847mm (33 3/8")
Large	885mm (34 7/8")



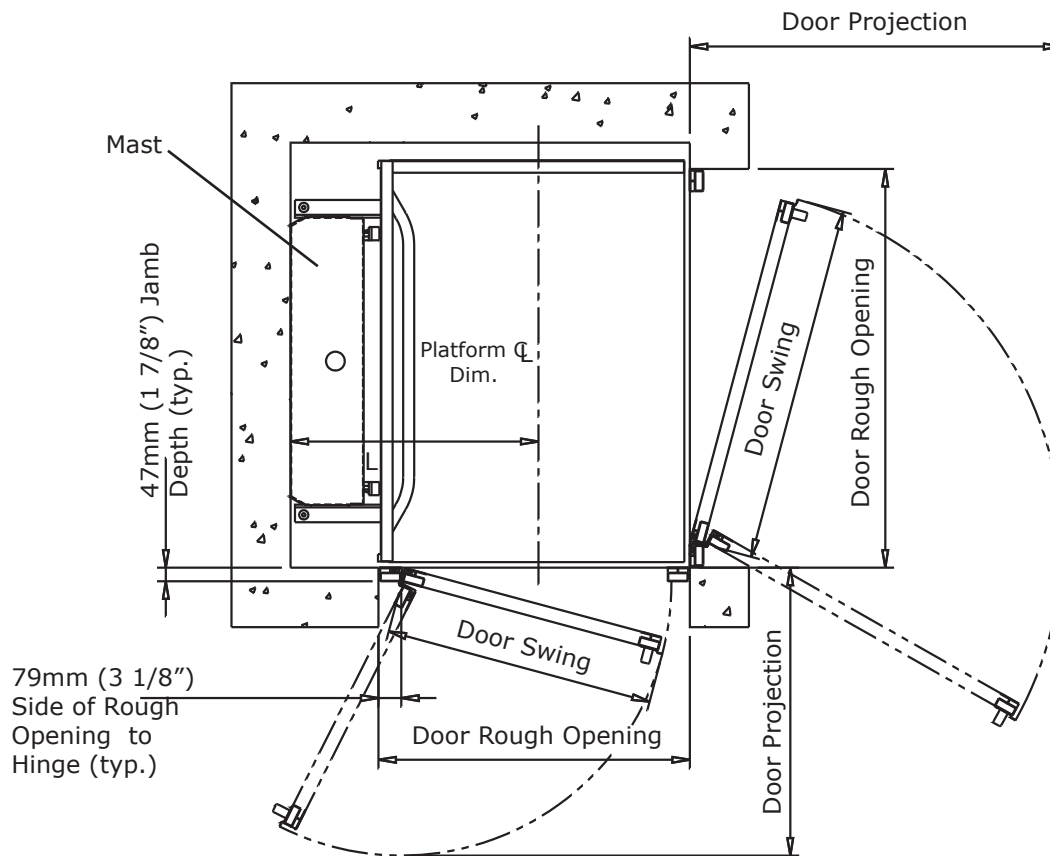
Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Garaventa Style Door Dimensions - 90° Entry/Exit

Door	Door Width	R/O* Width	R/O* Height	Door Swing	Door Projection
36"	905mm (35 5/8")	1098mm (43 1/4")	2140mm (84 1/4")	926mm (36 1/2")	982mm (38 5/8")
42"	1046mm (41 1/8")	1240mm (48 7/8")	2140mm (84 1/4")	1067mm (42")	1123mm (44 1/4")
44"	1109mm (43 5/8")	1302mm (51 1/4")	2140mm (84 1/4")	1104mm (43 5/8")	1162mm (45 3/4")

R/O* is Rough Opening

Platform Size	Platform \varnothing Dimension
Compact	783mm (30 7/8")
Standard	822mm (32 3/8")
Mid-Size	822mm (32 3/8")
42 x 60	905mm (33 5/8")
Large	898mm (35 3/8")



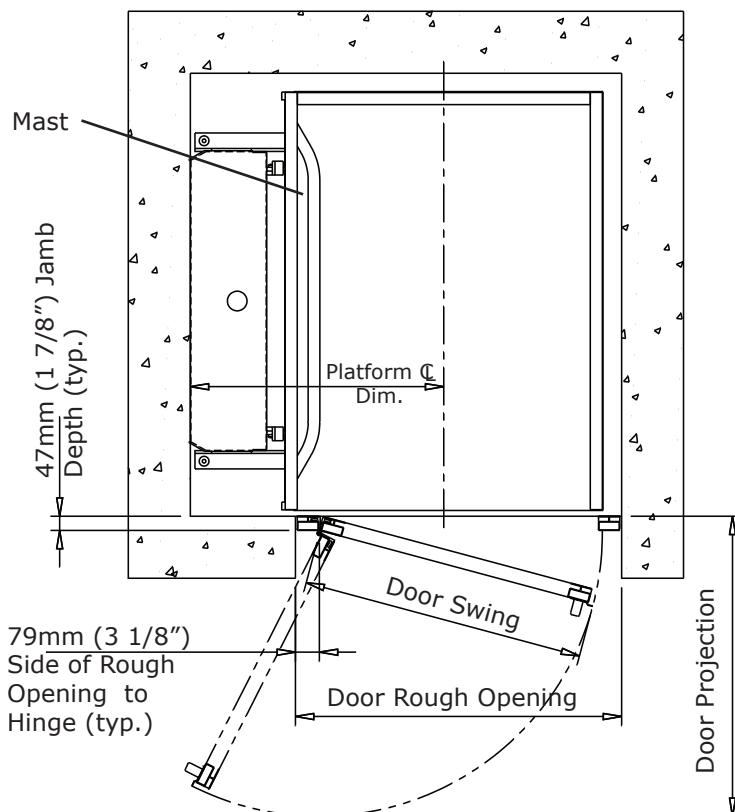
Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Garaventa Style Door Dimensions - On/Off Same Side (Entry/Exit Adjacent to Mast)

Door	Door Width	R/O* Width	R/O* Height	Door Swing	Door Projection
36"	905mm (35 5/8")	1098mm (43 1/4")	2140mm (84 1/4")	926mm (36 1/2")	982mm (38 5/8")
42"	1046mm (41 1/8")	1240mm (48 7/8")	2140mm (84 1/4")	1067mm (42")	1123mm (44 1/4")
44"	1109mm (43 5/8")	1302mm (51 1/4")	2140mm (84 1/4")	1104mm (43 5/8")	1162mm (45 3/4")

R/O* is Rough Opening

Platform Size	Platform \square Dimension
Compact	771mm (30 3/8")
Standard	809mm (31 7/8")
Mid-Size	809mm (31 7/8")
42 x 60	847mm (33 3/8")
Large	885mm (34 7/8")

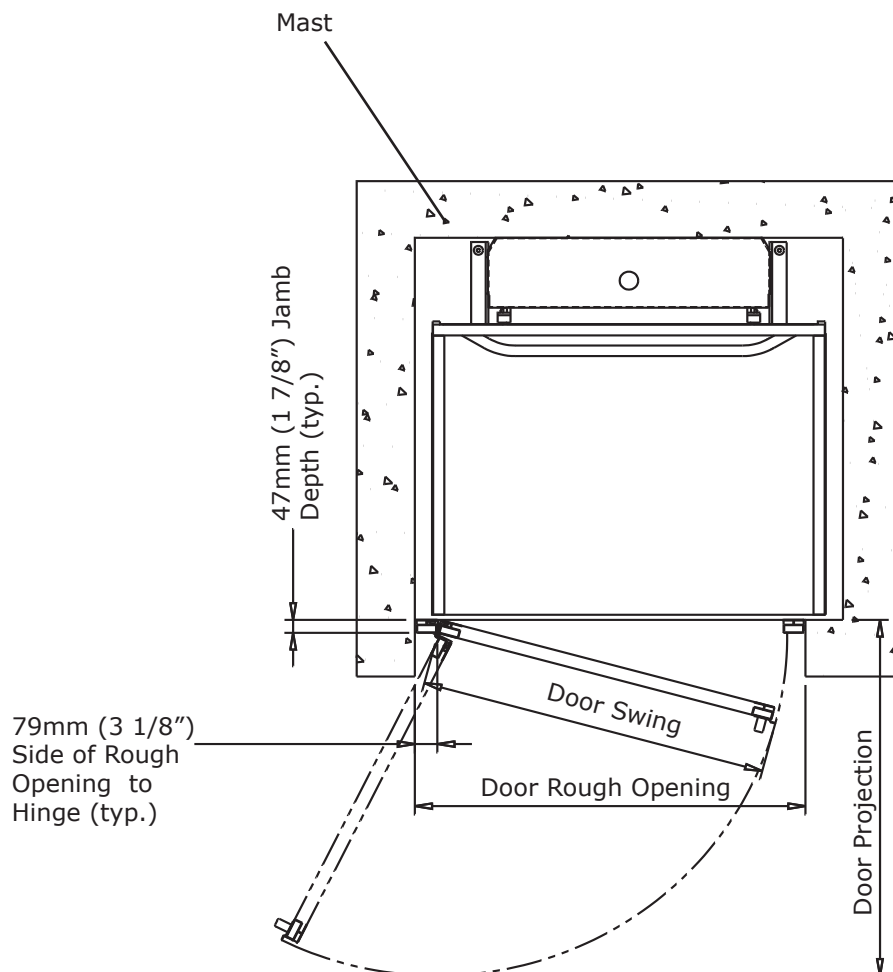


Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Garaventa Style Door Dimensions - On/Off Same Side (Entry/Exit Opposite to Mast)

Door	Door Width	R/O* Width	R/O* Height	Door Swing	Door Projection
36"	905mm (35 5/8")	1098mm (43 1/4")	2140mm (84 1/4")	926mm (36 1/2")	982mm (38 5/8")
42"	1046mm (41 1/8")	1240mm (48 7/8")	2140mm (84 1/4")	1067mm (42")	1123mm (44 1/4")
44"	1109mm (43 5/8")	1302mm (51 1/4")	2140mm (84 1/4")	1104mm (43 5/8")	1162mm (45 3/4")

R/O* is Rough Opening

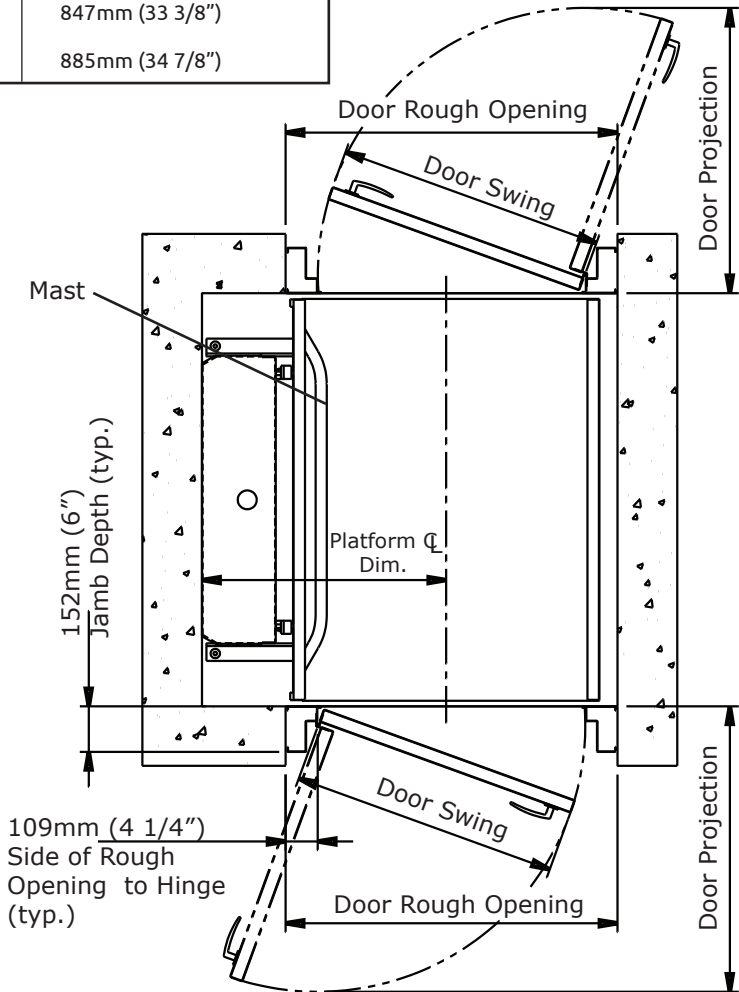


Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Gara-Pro Fire Rated Door Dimensions - Straight Through Entry/Exit (with or without PDO)

Door	Door Width	R/O Width	R/O Height	Door Swing	Door Projection
36"	914mm (36")	1168mm (46")	2248mm (88.5")	906mm (36")	954mm (37.5")
42"	1067mm (42")	1321mm (52")	2248mm (88.5")	1059mm (42")	1107mm (43.5")

Platform Size	Platform \varnothing Dimension
Compact	771mm (30 3/8")
Standard	809mm (31 7/8")
Mid-Size	809mm (31 7/8")
42x60	847mm (33 3/8")
Large	885mm (34 7/8")

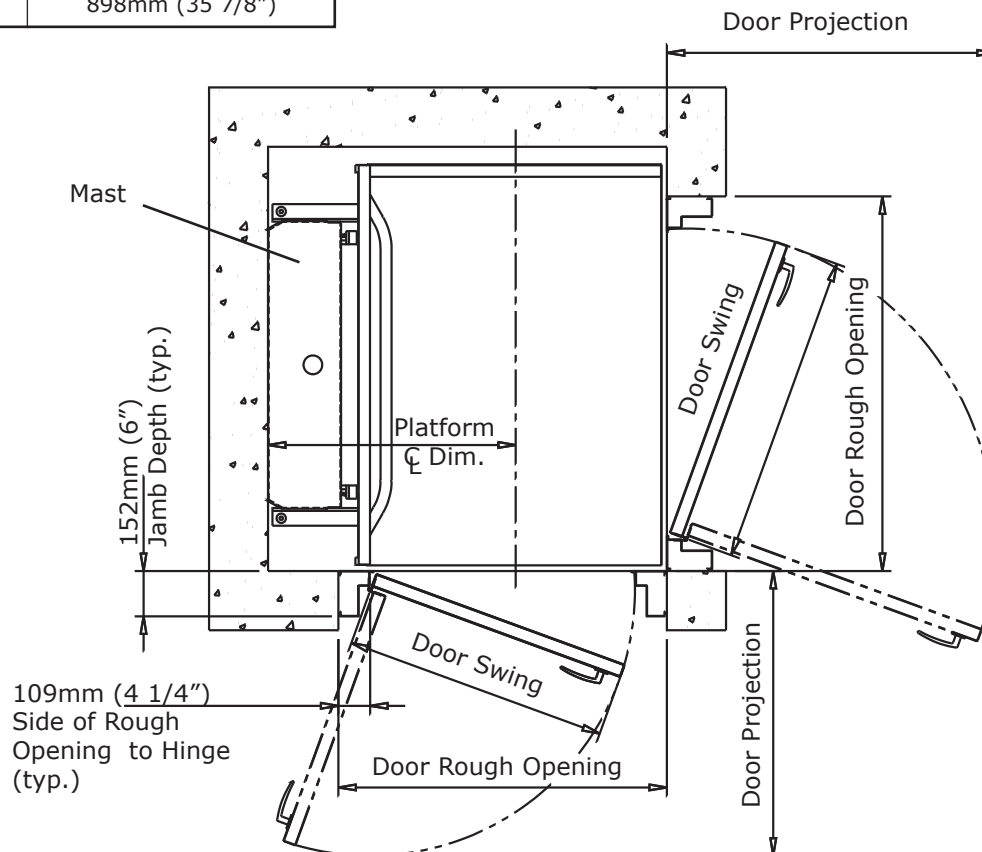


Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Gara-Pro Fire Door Dimensions - 90° Entry/Exit (with or without PDO)

Door	Door Width	R/O Width	R/O Height	Door Swing	Door Projection
36"	914mm (36")	1168mm (46")	2248mm (88.5")	906mm (36")	954mm (37.5")
42"	1067mm (42")	1321mm (52")	2248mm (88.5")	1059mm (42")	1107mm (43.5")

Platform Size	Platform \varnothing Dimension
Compact	783mm (30 7/8")
Standard	822mm (32 3/8")
Mid-Size	822mm (32 3/8")
42x60	847mm (33 3/8")
Large	898mm (35 7/8")

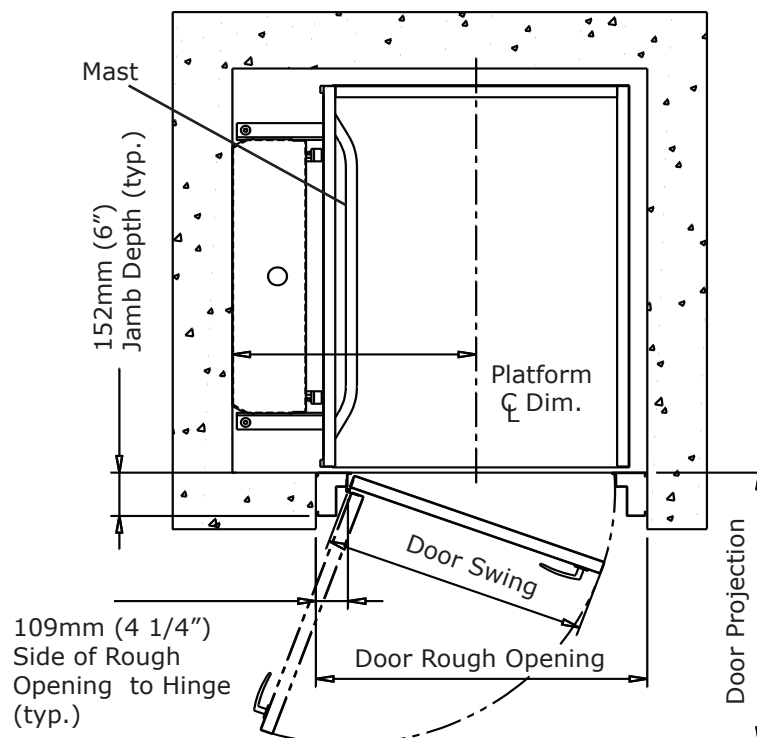


Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Gara-Pro Fire Rated Door Dimensions - On/Off Same Side (Entry/Exit Adjacent to Mast) (with or without PDO)

Door	Door Width	R/O Width	R/O Height	Door Swing	Door Projection
36"	914mm (36")	1168mm (46")	2248mm (88.5")	906mm (36")	954mm (37.5")
42"	1067mm (42")	1321mm (52")	2248mm (88.5")	1059mm (42")	1107mm (43.5")

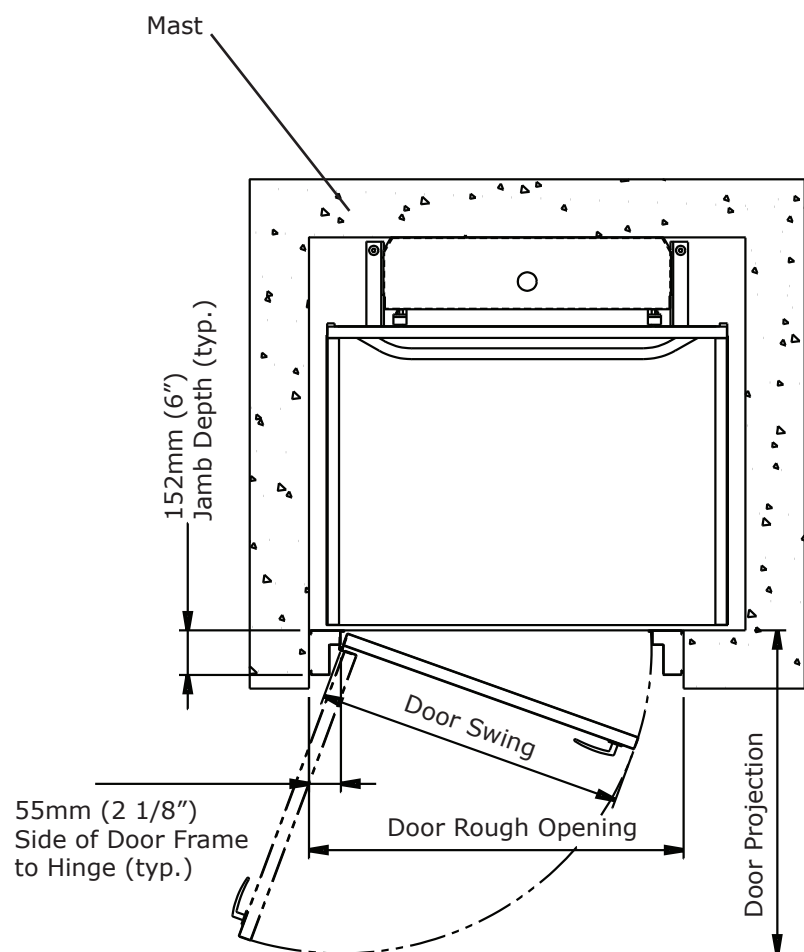
Platform Size	Platform \varnothing Dimension
Compact	771mm (30 3/8")
Standard	809mm (31 7/8")
Mid-Size	809mm (31 7/8")
42x60	847mm (33 3/8")
Large	885mm (34 7/8")



Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Gara-Pro Fire Rated Door Dimensions - On/Off Same Side (Entry/Exit Opposite to Mast) (with or without PDO)

Door	Door Width	R/O Width	R/O Height	Door Swing	Door Projection
36"	914mm (36")	1168mm (46")	2248mm (88.5")	906mm (36")	954mm (37.5")
42"	1067mm (42")	1321mm (52")	2248mm (88.5")	1059mm (42")	1107mm (43.5")



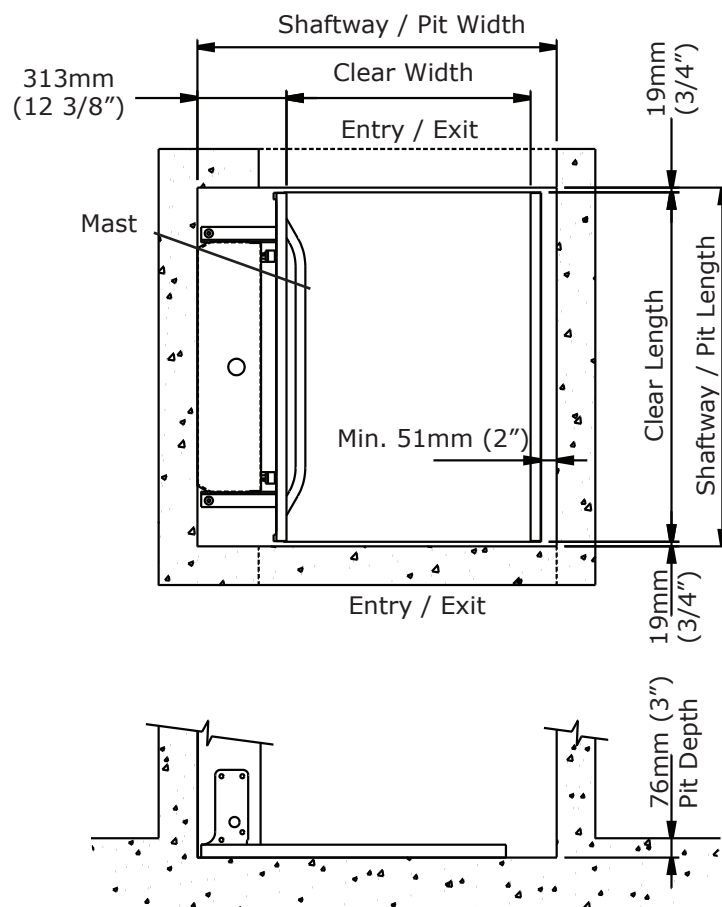
Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Shaftway/Pit and Platform Clear Dimensions - Straight Through (180°) Entry/Exit

Platform Size	Shaftway/Pit Width	Shaftway/Pit Length	Clear Width	Clear Length	Net Usable Area
Compact	1317mm (51 7/8")	1295mm (51")	914mm (36")	1257mm (49 1/2")	1.15sq.m. (12.4 sq. ft.)
Standard	1394mm (54 7/8")	1407mm (55 3/8")	992mm (39")	1370mm (53 7/8")	1.36sq.m. (14.61 sq. ft.)
Mid-Size	1394mm (54 7/8")	1558mm (61 3/8")	992mm (39")	1520mm (59 7/8")	1.57sq.m. (16.23 sq. ft.)
42 x 60	1469mm (57 7/8")	1562mm (61 1/2")	1067mm (42")	1524mm (60")	1.63sq.m. (17.54 sq. ft.)
Large *	1546mm (60 7/8")	1558mm (61 3/8")	1146mm (45")	1520mm (59 7/8")	1.74sq.m. (18.72 sq. ft.)

*** Large platform exceeds the maximum platform size permitted by ASME 18.1.**

- Add 38mm (1 1/2") to pit width if a mast tie-back rail is used.
- 63 1/2mm (2 1/2") running clearance dimension is included on non entry exit sides
- 19mm (3/4") running clearance dimension is included on entry / exit sides
- Shaftway units require (4) mast tie back locations (2 per side).



Straight Through (180°) Entry/Exit Shaftway/Pit and Platform Clear Dimensions

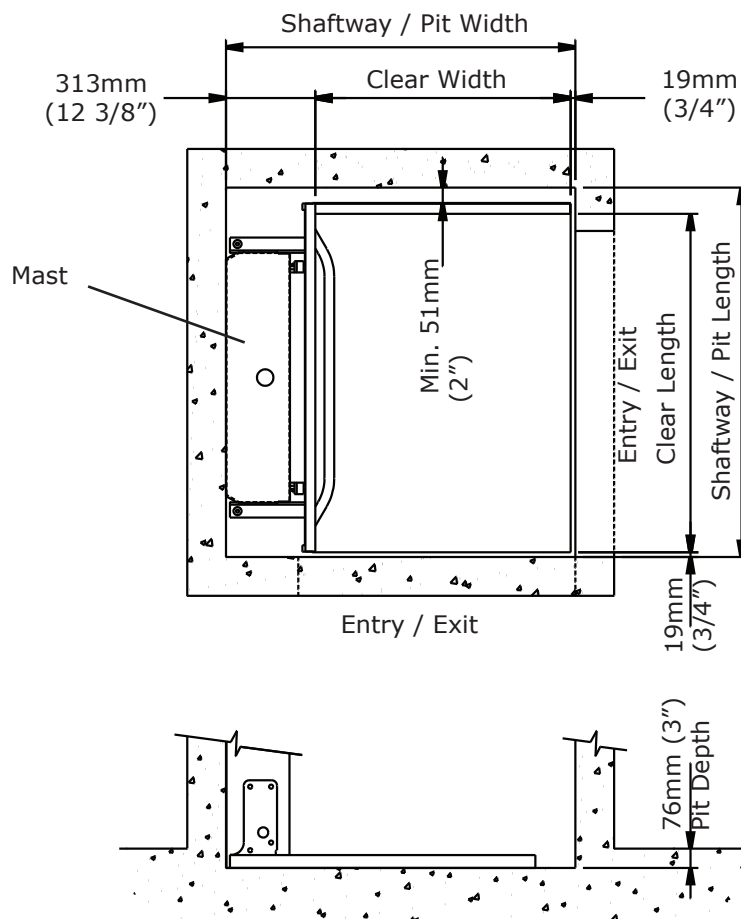
Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Shaftway/Pit and Platform Clear Dimensions - 90° Entry/Exit

Platform Size	Shaftway/Pit Width	Shaftway/Pit Length	Clear Width	Clear Length	Net Usable Area
Compact	1272mm (50 1/8")	1316mm (51 7/8")	940mm (37")	1208mm (47 1/2")	1.14sq.m. (12.2 sq. ft.)
Standard	1350mm (53 1/8")	1428mm (56 1/4")	1017mm (40")	1320mm (52")	1.34sq.m. (14.45 sq. ft.)
Mid-Size	1350mm (53 1/8")	1579mm (62 1/8")	1017mm (40")	1471mm (57 7/8")	1.50sq.m. (16.11 sq. ft.)
42 x 60	1399mm (55 1/8")	1632mm (64 1/4")	1067mm (42")	1524mm (60")	1.63sq.m. (17.54 sq. ft.)
Large *	1502mm (59 1/8")	1579mm (62 1/8")	1169mm (46")	1471mm (57 7/8")	1.72sq.m. (18.52 sq. ft.)

* Large platform exceeds the maximum platform size permitted by ASME 18.1.

- Add 38mm (1 1/2") to pit width if a mast tie-back rail is used.
- 63 1/2mm (2 1/2") running clearance dimension is included on non entry exit sides
- 19mm (3/4") running clearance dimension is included on entry / exit sides
- Shaftway units require (4) mast tie back locations (2 per side).



90° Entry/Exit Shaftway/Pit and Platform Clear Dimensions

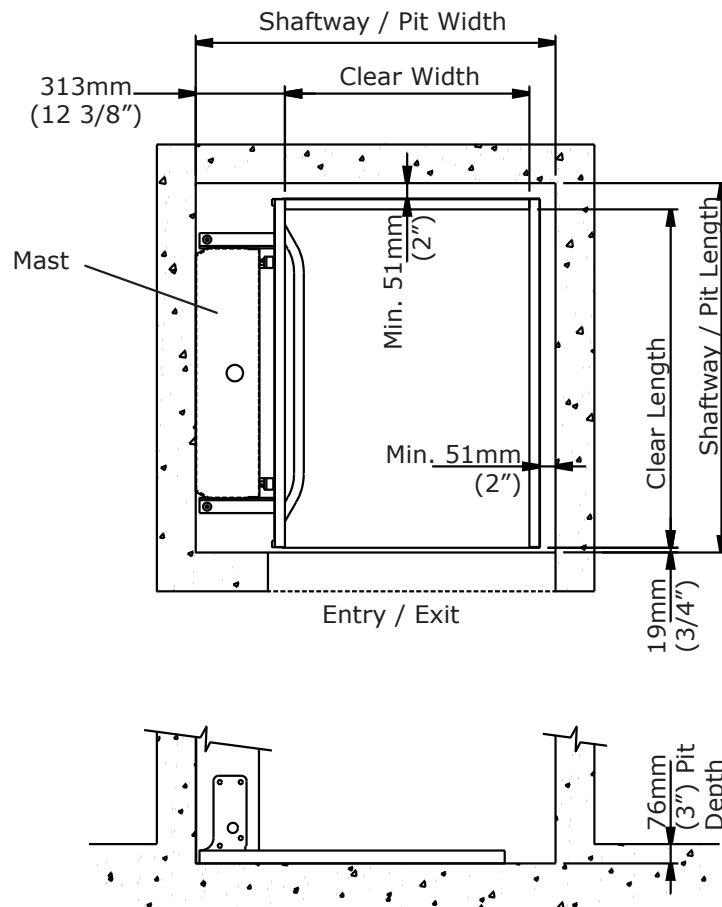
Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Shaftway/Pit and Platform Clear Dimensions - On/Off Same Side (360°) Entry/Exit Adjacent to Mast

Platform Size	Shaftway/Pit Width	Shaftway/Pit Length	Clear Width	Clear Length	Net Usable Area
Compact	1317mm (51 7/8")	1316mm (51 7/8")	914mm (36")	1209mm (47 1/2")	1.10sq.m. (11.89 sq. ft.)
Standard	1394mm (54 7/8")	1428mm (56 1/4")	992mm (39")	1320mm (52")	1.31sq.m. (14.09 sq. ft.)
Mid-Size	1394mm (54 7/8")	1579mm (62 1/8")	992mm (39")	1471mm (57 7/8")	1.46sq.m. (15.71 sq. ft.)
42 x 60	1469mm (57 7/8")	1632mm (64 1/4")	1067mm (42")	1524mm (60")	1.63sq.m. (17.54 sq. ft.)
Large *	1546mm (60 7/8")	1579mm (62 1/8")	1144mm (45")	1471mm (57 7/8")	1.68sq.m. (18.11 sq. ft.)

* Large platform exceeds the maximum platform size permitted by ASME 18.1.

- Add 38mm (1 1/2") to pit width if a mast tie-back rail is used.
- 63 1/2mm (2 1/2") running clearance dimension is included on non entry exit sides
- 19mm (3/4") running clearance dimension is included on entry / exit sides
- Shaftway units require (4) mast tie back locations (2 per side).



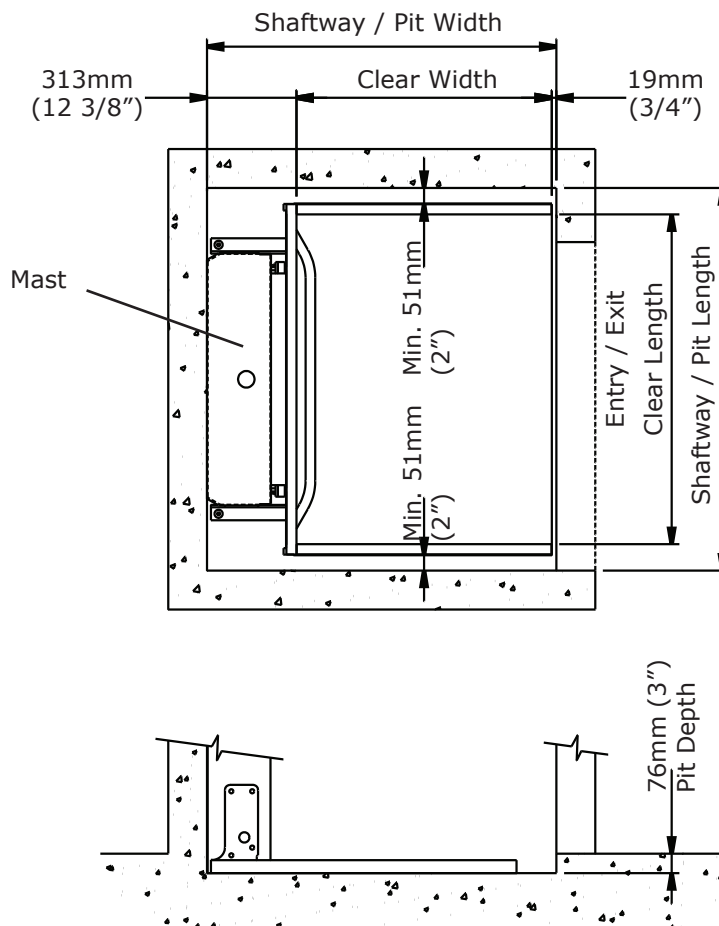
On/Off Same Side (360°) Entry/Exit Adjacent to Mast Shaftway/Pit & Platform Dimensions
 Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Shaftway/Pit and Platform Clear Dimensions - On/Off Same Side (360°) Entry/Exit Opposite Mast

Platform Size	Shaftway/Pit Width	Shaftway/Pit Length	Clear Width	Clear Length	Net Usable Area
Compact	1272mm (50 1/8")	1337mm (52 7/8")	940mm (37")	1159mm (45 5/8")	1.09sq.m. (11.72 sq. ft.)
Standard	1350mm (53 1/8")	1448mm (57")	1017mm (40")	1271mm (50")	1.29sq.m. (13.91 sq. ft.)
Mid-Size	1350mm (53 1/8")	1600mm (63")	1017mm (40")	1422mm (56")	1.45sq.m. (15.57 sq. ft.)
42 x 60	1399mm (55 1/8")	1702mm (67")	1067mm (42")	1524mm (60")	1.63sq.m. (17.54 sq. ft.)
Large *	1502mm (59 1/8")	1600mm (63")	1169mm (46")	1422mm (56")	1.66sq.m. (17.90 sq. ft.)

* Large platform exceeds the maximum platform size permitted by ASME 18.1.

- Add 38mm (1 1/2") to pit width if a mast tie-back rail is used.
- 63 1/2mm (2 1/2") running clearance dimension is included on non entry exit sides
- 19mm (3/4") running clearance dimension is included on entry / exit sides
- Shaftway units require (4) mast tie back locations (2 per side).



On / Off Same Side (360°) Entry/Exit Opposite Mast Shaftway/Pit and Platform Dimensions

Dimensions are provided for reference only. Submittal drawing dimensions should be used for site preparation and construction.

Base Attachment

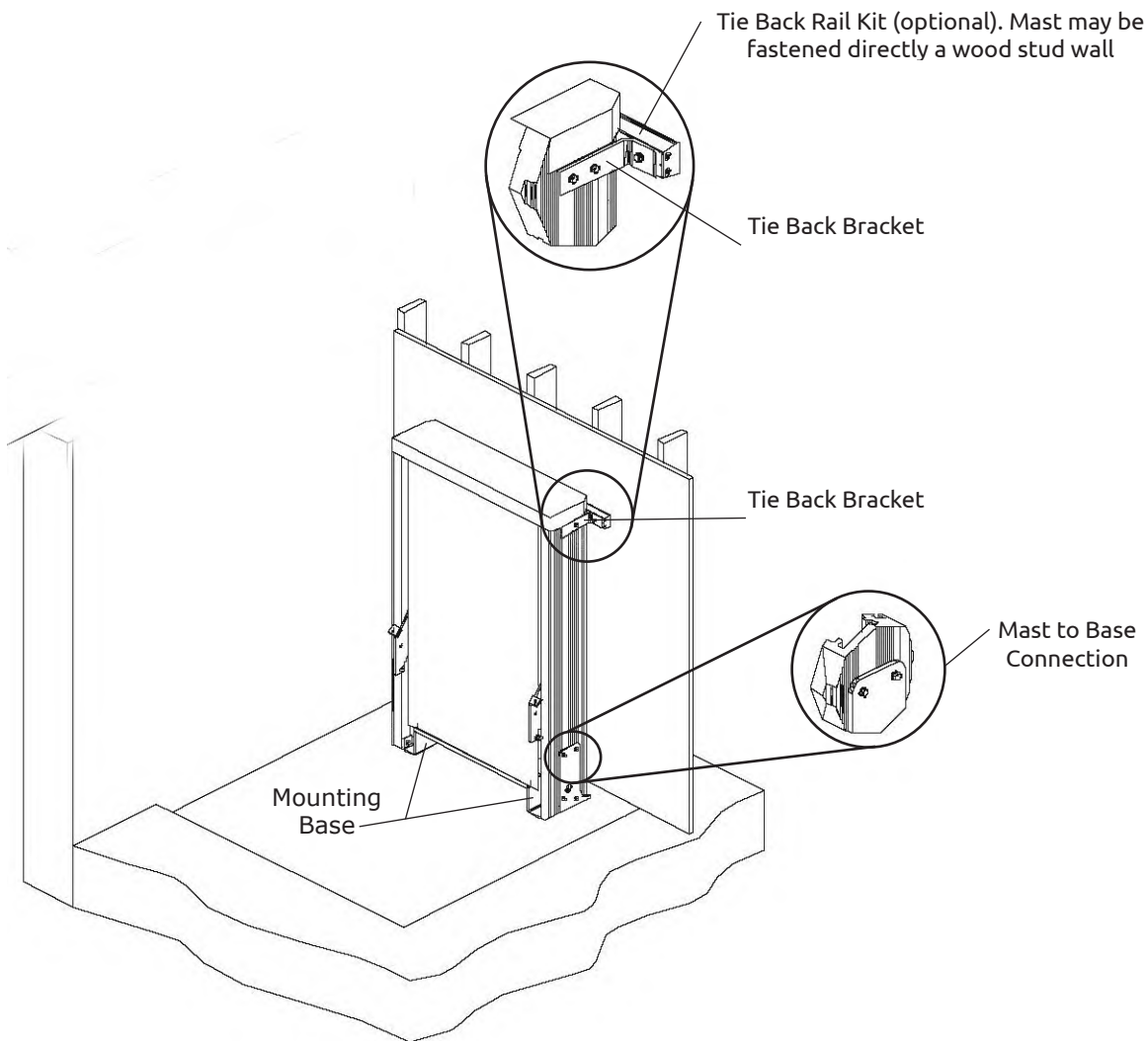
The Genesis Shaftway mast is fastened to the floor/pit at the lower landing. It is recommended that the floor is a level concrete surface rated for 3500 PSI with a minimum thickness of 102mm (4"). If the floor surface does not meet these specifications, it must be able to withstand the loads shown on the loading diagram.

Mast Attachment

The Genesis is supplied with adjustable tie back brackets. These brackets are fastened to the mast and installed into a load bearing support wall. This helps to stabilize the mast. Refer to the loading diagram for the loads that must be supported by the wall.

An optional Tie Back Rail Kit can be used to spread the load when attaching to a timber stud wall.

CAUTION: Using a Tie Back Rail Kit will increase the required shaftway width by 38 mm (1.5").



Attachment Details

Lead Screw Drive System: Technical Reference

Shaftway Platform Sizes:

- Compact
- Standard
- Mid-size
- Large

Exact clear platform dimensions are listed on pages 23-26.

Rated Load:

340 kg (750 lbs), with a safety factor of 5

Drive System:

Mains Power:

120 VAC single phase on a dedicated 20 amp circuit.
Outside N.A. 208-240 VAC single phase on a dedicated 16 amp circuit.

Drive Type: ACME screw (1" diameter)

Motor: 2 HP, AC Motor. Variable frequency control for smooth start and stop.

Daily Cycles:

The Genesis Shaftway is designed based on the following daily cycles:

- | | |
|------------------------|----|
| • Normal | 20 |
| • Heavy | 60 |
| • Excessive | 75 |
| • Max. starts per hour | 7 |

Consult your Sales Representative if there is a chance you may exceed these amounts.

Speed:

3 meters (10 ft) per minute at full load

Operating Controls:

Keyed Controls: Keyswitch on call stations and platform controls (optional)

Directional Controls: Continuous pressure switches

Control Voltage: 24 VDC

Safety Features:

Safety Nut:

Safety nut automatically engages if drive nut fails. Platform falls less than 13mm (1/2") when safety nut engages. Engaging safety nut trips the safety circuit.

Door Interlocks:

Solenoid powered deadbolt with monitoring circuit. Deadbolt stays in the locked position in the event of power failure. Battery backup provided.

Emergency Stop:

Stops platform travel and sounds audible alarm.

Emergency Operation:

Equipped standard with a manual lowering wheel. Optional battery powered lowering system available.

Finish:

Enclosure Frame & Mast Sides: Silver Moon

Sidewalls & Mast Cover: Baked powder finish on 16 gauge galvanized steel panels – Silver Moon

Garaventa Door: Baked powder finish on 16 gauge galvanized steel panels – Silver Moon or optional 5mm (3/16") thick clear or Smoked Grey Plexiglas.

Gara Pro Door: 1.5 hours UL /ULC labelled Firedoor - 18 gauge WCG steel with zinc primer, ready for painting on site.

Optional Finishes: Extrusions and panels can be painted any color in the RAL chart.

Hydraulic Drive System: Technical Reference

Shaftway Platform Sizes:

- Compact
- Standard
- Mid-size
- Large

Exact clear platform dimensions are listed on pages 23-26.

Rated Load:

340 kg (750 lbs), with a safety factor of 5

Drive System:

Mains Power:

120 VAC single phase on a dedicated 15 amp circuit.
Outside N.A. - 208-240 VAC single phase on a dedicated 16 amp circuit.

Drive Type: Chained Hydraulic (Dual 5/8" ANSI 50 chains)

Standard Motor: 2.2 kW - 24V DC Motor: Continuous mains power and auxiliary battery power

Optional Power Supply: 2.2 kW - 24V DC from battery system, continuously charged by buildings mains power (suitable for low usage lifts only).

Daily Cycles:

The Genesis Shaftway is designed based on the following daily cycles:

- | | |
|------------------------|----|
| • Normal | 20 |
| • Heavy | 60 |
| • Excessive | 75 |
| • Max. starts per hour | 7 |

Consult your Sales Representative if there is a chance you may exceed these amounts.

Speed:

5.2 meters (17 ft) per minute at full load

Operating Controls:

Keyed Controls: Keyswitch on call station and platform controls (optional)

Directional Controls: Continuous pressure switches

Control Voltage: 24 VDC

Safety Features:

Safety: Monitored slack chain device. Automatically engages if the drive chain fails. Platform falls less than 13mm (1/2") when the slack chain safety device engages.

Door Interlocks:

Solenoid powered deadbolt with monitoring circuit. Deadbolt stays in the locked position in the event of power failure. Battery backup provided.

Emergency Stop: Stops platform travel and sounds audible alarm.

Emergency Operation: Auxiliary Power System operates the lift in up and down direction.

Finish:

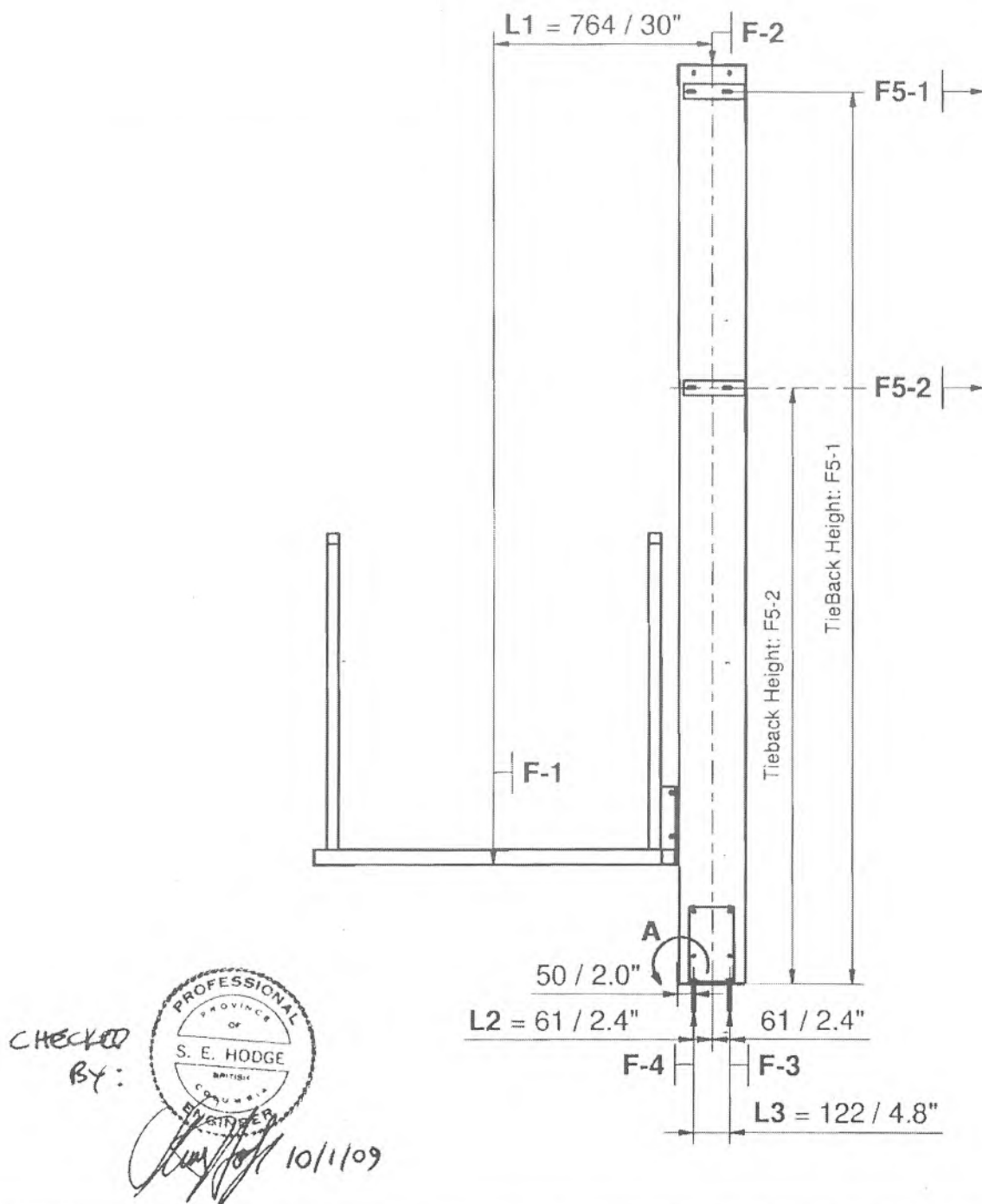
Enclosure Frame & Mast Sides: Silver Moon

Sidewalls & Mast Cover: Baked powder finish on 16 gauge galvanized steel panels – Silver Moon

Garaventa Door: Baked powder finish on 16 gauge galvanized steel panels – Silver Moon or optional 5mm (3/16") thick clear or Smoked Grey Plexiglas.

Gara Pro Door: 1.5 hours UL /ULC labelled Firedoor - 18 gauge WCG steel with zinc primer, ready for painting on site.

Optional Finishes: Extrusions and panels can be painted any color in the RAL chart.



Genesis Loading Diagram

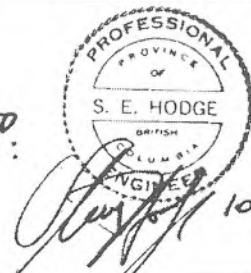
Genesis Force Reactions (Imperial)

Lift Model	Mast Ht (in.)	Tieback Height		F1 lbs-f	F2 lbs-f	F3 lbs-f	F4 lbs-f	F5 lbs-f
		Ht-1 (in)	Ht-2 (in)					
42	68.4	65	43	1000	175	588	588	462
60	86.4	83	55	"	215	608	608	362
72	98.3	95	63	"	260	630	630	316
96	122.4	119	79	"	375	688	688	252
120	146.4	143	95	"	450	725	725	210
144	170.4	167	111	"	525	763	763	180
168	194.4	191	127	"	600	800	800	157
192	220.5	217	145	"	700	850	850	138
216	245.7	242	161	"	800	900	900	124

Genesis Force Reactions (SI)

Lift Model	Mast Ht (mm)	Tieback Height		F1 Newton	F2 Newton	F3 Newton	F4 Newton	F5 Newton
		Ht-1 (mm)	Ht-2 (mm)					
42	1737	1643	1092	4448	778	2616	2616	2055
60	2194	2101	1397	"	956	2705	2705	1610
72	2498	2405	1600	"	1157	2802	2802	1406
96	3108	3015	2007	"	1668	3060	3060	1121
120	3718	3625	2413	"	2002	3225	3225	934
144	4327	4234	2819	"	2335	3394	3394	801
168	4937	4844	3226	"	2669	3559	3559	698
192	5601	5507	3683	"	3114	3781	3781	614
216	6241	6147	4089	"	3559	4003	4003	552

CHECKED
BY:



10/1/09

Authorized Garaventa Lift Representative

© Garaventa Lift. As we are continuously improving our products, specifications outlined in this brochure are subject to change without notice.



23376-J-DP-EN
www.garaventaliftgroup.com



Owner

*Rockaway Beach Facade Improvement Grant
2024 - 2025*

Pho Real

Tammy Vo
162 N. Hwy. 101
N/A
Rockaway Beach, OR 97136

O: [REDACTED]

Susie Johnson

[REDACTED]
[REDACTED]
[REDACTED]

Application Form

Grant Description, Eligibility Questions and Budget

Grant Timeline

Applications open & publication of notice March 1, 2025

Applications due, 11:59 p.m. April 20, 2025

Grant completeness review by TCVA April 30, 2025

Approved applications submitted to city council TBD

Notifications to grantees; contracts to recipients TBD

Project deadline - 12 months from award date TBD

Rockaway Beach Facade Improvement Grant

Funds Available: \$200,000

Maximum Request: \$30,000

Grant Opens: March 1, 2025

Deadline: April 20, 2025

Grant is made possible by City of Rockaway Beach lodging tax funds.

Grant process managed by Tillamook Coast Visitors Association

For questions and support, contact:

Nan Devlin at 503.842.2672, ext. 1

or nan@tillamookcoast.com

About the Facade Improvement Grant

The City of Rockaway Beach designed the Facade Improvement Grant to assist in making buildings more attractive and accessible to visitors through repairs, painting, ADA entries and bathrooms, windows, doors, awnings and other projects. First impressions count: the look of a town is its best advertising, and encourages more business development and economic vitality. This grant is funded with lodging tax collected by the city and is compliance with use of the tax as a way to encourage more visitation.

The City of Rockaway Beach is offering a \$200,000 grant fund to help tourism-related businesses improve the look of their storefronts. Applicants may request up to \$30,000 with no match required (any amount over \$30,000 is the responsibility of the business owner).

Awarded grant funds will be provided as follows:

- Once the applicant provides a signed contract to complete the project, the applicant will receive 50% of the total award upfront to assist in getting the project started. Upon completion of the

project, submit the paid receipts along with an invoice for the remainder of your award to receive reimbursement.

- Projects must be completed within 12 months from approval of grant or issuance of building permit when required. One additional 3-month extension may be approved and must be requested prior to the initial 12-month deadline.

Promotional Campaign

When the facade improvement projects are finished, Tillamook Coast Visitors Association, as the marketing administrator for the City of Rockaway Beach, will provide a summary report for the city showing before and after photos, and comments from the owner/manager of each project.

New photography will be done, which will be shared with business owners use on websites, social media and other marketing efforts.

Visitrockawaybeach.org website will showcase new photos, videos and stories.

Grant Management

In partnership with the city of Rockaway Beach, Tillamook Coast Visitors Association (TCVA) is tasked with managing the grant application process and contract management for the program. TCVA serves as the main point of contact for applicants and grant recipients. TCVA will execute contracts with awardees, issue grant reimbursements, and manage project contracts.

Each grant recipient will be required to execute a grant agreement with TCVA and provide all project management and oversight for all phases of the project. TCVA will disburse funds to grant recipients on a reimbursement basis only in accordance with terms of the grant agreement. Each grant recipient must also comply with federal, state, and local public contracting rules, regulations and permits, provide quarterly progress reports to TCVA, and submit a project completion report. Successful applicants will be required to submit contract signatures, project reporting, and reimbursement requests.

Eligible Applicants

- Property owners of buildings in Rockaway Beach commercial zones that include for-profit, tourism-based businesses.
- Business owners or tenants of commercial buildings operating tourism-based businesses with written consent of property owner.
- Applicants must have a current business license and show proof that property and other taxes are current.
- Applicants may only have one active/open grant at any time with the City of Rockaway Beach.
- Preference will be given to first-time grant recipient

Not Eligible to Apply

- Non-profit organizations
- Short-term rental properties and agencies
- Marijuana stores

Eligible Projects

Funds must be used for existing exterior façade improvements on commercial buildings supporting the tourism industry in compliance with City of Rockaway Beach ordinances. Funds may also be used to improve ADA access.

- Cleaning, preparation and painting of exterior walls and trim, including murals or similar artwork
- Repair, replacement or installation of awnings, windows, exterior lighting and doors
- Repairs or reconstruction of entryways, including removal of barriers for those with disabilities (ADA entrance ways)
- Repair, replacement or installation of exterior masonry or siding materials
- Removal of signs
- New business sign
- Work on cornices, gutters and downspouts Asbestos/hazardous material abatement
- Add/improve ADA accessibility (i.e. improvements to floorspace, ADA rooms with roll-in showers, ADA fixtures, etc.)
- Attractive fencing to reduce traffic noise/visuals for outdoor dining areas located along Highway 101
- Beautification elements, such as planters, benches or other streetscaping

Ineligible Projects

- Refinancing of existing debt
- Interior improvements
- Roofs - exception: roof area that extends over entryway awnings
- Structural foundations
- Financing of inventory
- Financing of building acquisition
- Working capital
- Landscaping

Do you own this property?*

Yes

Is property located in a commercial zone that includes for-profit, tourism-based businesses?*

Yes

Do you have a current business license?*

All applicants must have a current City of Rockaway Beach business license.

Yes

Property Owners - Can you show proof that property taxes are current?*

Yes

Do you currently have a active/open grant with the City of Rockaway Beach?*

Applicants may only have one active/open grant at any time with the City of Rockaway Beach.

No

Organization Type*

Nonprofits are not eligible for this grant.

For-profit business

Business Name*

Pho Real

Property Map and Tax Lot#

2N10 32CC 07901

Property Owner Names*

Tammy Vo

Property Owners Address - if different from applicant

Mailing address: 2203 Main Ave. N, Suite D, Tillamook, OR 97141

Project Title*

Owner

Grant Amount Request - Cannot exceed \$30,000*

\$30,000.00

Total Project Cost*

This number may differ from the grant request, and will show total project cost.

\$166,529.00

Project Description*

Provide a complete description of the facade improvement project's intended function, design, and structural components. If relevant, attach a drawing of the plan showing its position on the property.

Replacing exterior walls and trim. Replacement of installation windows, exterior lighting and doors. Redesign of entryways and replace the entry door removing all barriers for those with disabilities. Replacement of installation of exterior masonry. Removal of sign and add new business sign. Replacement of plywood, vapor barrier, dry wall and siding on all outside of the building. Added extra back door for emergency exit and eventually to be used for an outdoor patio. Adding an attractive fence to reduce traffic noise/visual for outdoor dining area located along Hwy. 101. Beautification elements, such as planters and benches will be added to the outdoor dining area.

What are the anticipated challenges in completing this project on time?*

Receiving quotes back from potential vendors to complete our packet. We have a certified electrician on call and a contractor. We will acquire a drywall contractor when the basic studs are in place to move forward.

List the contractors, estimates and predicted timelines for this project*

SL Construction CCB 22098
Whitlach Electric Co.

Upload Supporting Documents

Upload photos, bids, and other supporting documents.
scan7.7.25 #1.pdf

Upload Supporting Documents

Upload photos, bids, and other supporting documents.

Upload Supporting Documents

Upload photos, bids, and other supporting documents.
scan7.7.25 #6.pdf

Upload Supporting Documents

Upload photos, bids, and other supporting documents.

scan7.7.25 #4.pdf

If you have more than 4 documents, please email them to nan@tillamookcoast.com

Note: It is ok to merge several documents into one scanned item and upload it as one file.

Project Budget - Income*

List the resources which you will use to pay for your projects here, including the amount of the grant request. Those resources will have the same total as the expenses you will report on the following table.

Note: Matching amounts are NOT required, but if your project exceeds the grant limits, use this section to add any additional funding sources you will use.

Income/Resouce Description	Cash	Matching Funds or In-Kind Dollar Amount at \$25.40/hr
30,000.00 Grant	\$92,079.70	\$30,000.00
	92079.7	30000

Project Budget - Expenses*

Matching amounts are NOT required, but if your project exceeds the grant limits, use this section to add additional funding sources.

The expenses on this table should equal the amount you listed in the resources table above.

Description of Expense	Grant fund amount	\$ Value of matching funds, if project more than allowed grant request
Material Costs	\$30,000.00	\$30,000.00
		\$92,079.70

	30000	122079.7

PROJECT WORK PLAN

Goal #1*

Front facing Hwy 101 to be worked on first.

Budget to Complete Goal #1*

*Verify that 'Budget to Complete Goals' total matches 'Budget Totals'

\$17,817.73

Goal #1 Work Plan*

Please number your answers as below:

1. Key action steps
2. Timeline to complete each step
3. Expected outcome for each step
4. Evaluation method for each step

1. Removal of current front door and the north side of entrance to make an ADA ramp and installation of a new ADA door. Forge smoke porcelain tiles and wall around the newly installed window with a rolling garage door on the front of the building for safety purposes after hours, protecting the windows. There will also be an emergency exit door on the south wide of the building towards the back that would eventually lead out to a patio area.

2. To be accomplished in 3 months.

3. To be completed for building inspection. 4. Approval of building inspector

Goal #2*

Outside work on building.

Budget to Complete Goal #2*

*Verify that 'Budget to Complete Goals' total matches 'Budget Totals'

\$23,262.01

Goal #2 Work Plan*

Please number your answers as below:

1. Key action steps
 2. Timeline to complete each step
 3. Expected outcome for each step
 4. Evaluation method for each step
1. Plywood, vapor lining, drywall and new siding on the outside of building, (6) new windows, (7) outdoor lights.
 2. Owners expect to be completed by December 2025.
 3. To be completed and ready for building inspection.
 4. Approval of building inspector.

Goal #3*

Signage and clean-up with gravel, fence and potted plants.

Budget to complete Goal #3*

*Verify that 'Budget to Complete Goals' total matches 'Budget Totals'

\$7,000.00

Goal #3 Work Plan*

Please number your answers as below:

1. Key action steps
 2. Timeline to complete each step
 3. Expected outcome for each step
 4. Evaluation method for each step
1. To make the patio area attractive and comfortable for visitors.
 2. December 2025.
 3. Inspection of new lighted signage.
 4. Approval of new signage.

AUTHORIZATION & CERTIFICATION

Authorization & Certification Verification*

Confirm the following authorization and certifications that apply.

Please type your name here to confirm that you have reviewed the answers to the questions above for accuracy purposes.

Tammy Vo

I am an eligible applicant and submitted an eligible project.*

Refer to the grant information above for details.

Type your full name to e-sign.

Tammy Vo

Land Use Affirmation*

I have consulted with the local land use jurisdiction to confirm the project is consistent with applicable land use regulations. If a grant is awarded, I understand that I will acquire a completed Land Use Compatibility Form from the

local land use jurisdiction prior to and as a condition of the execution of a grant agreement.

Type your full name to e-sign

Tammy Vo

Legal Title Affirmation*

I understand that legal title to the completed project must be held for at least 10 years following project completion or that some other arrangement, satisfactory to the County, will be put in place to protect the investment of public funds in this project for a 10-year period.

Type your full name to e-sign

Tammy Vo

My project fits within eligible use of tourism funds*

Applicants will be required to provide information to TCVA to support accountability for use of the funds in compliance with the facade improvement grant eligibility requirements, and requirements for Transient Lodging Taxes as outlined in ORS 320.300 as a tourism-related facility.

Type your full name to e-sign

Tammy Vo

I agree to enter into a contract with TCVA upon grant approval*

TCVA reserves the right to include such additional special conditions or requirements in each contract, as it might deem necessary or desirable to protect the public investment of tax dollars in the project. Furthermore, I agree to provide progress and completion reports as outlined in the grant award letter and grant contract. Failure to

properly prove use of funds will result in disqualification of reimbursement and subject to repayment of disbursed funds.

Type your full name to e-sign

Tammy Vo

I agree to provide a W-9 Request for Taxpayer Identification Number and Certification*

I will provide IRS form W-9 to certify that the Federal Employer Identification Number and business type provided in the above application is accurate and the organization is not subject to back-up withholding.

Type your full name to e-sign

Tammy Vo

I agree to provide project management and oversight to ensure operation and maint. of the project*

Applicant activities must be well-documented and completed according to the grant contract timelines and as outlined in the grant application. TCVA's sole responsibility will be to process draw down requests and ensure Grantee's compliance with the grant contract.

Type your full name to e-sign

Tammy Vo

I agree to comply with applicable fed, state, and local public contracting rules and regulations.*

Type your full name to e-sign

Tammy Vo

I give TCVA permission to use my project for public info, promotional, and educational purposes.*

Applicants understand that the information supplied throughout the course of the project will be used by TCVA to promote success stories and project deliverables. Information may be released to the media, social media channels, governmental legislative bodies or used in promotional materials intended for public release.

Tammy Vo

My company has an anti-discrimination policy*

The policy states that my company does not discriminate with respect to race, color, creed, sex, age, national origin, disability, religion or sexual orientation and comply with affirmative action programs and all applicable federal, state or local laws.

Type your full name to e-sign

Tammy Vo

I agree to provide necessary insurance coverage*

Applicants are required to provide insurance coverage in an amount determined by the City of Rockaway Beach to be sufficient.

Type your full name to e-sign

Tammy Vo

I agree to hold City of Rockaway Beach and TCVA Harmless.*

I agree to hold the City of Rockaway Beach and TCVA harmless for any liens, claims, damages or other liabilities related to the project, and to indemnify and defend the County from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation, arising out of the project.

Type your full name to e-sign

Tammy Vo

Authorization*

I certify to the best of my knowledge that all information, contained in this application, including all attachments and certifications, is valid and accurate. I further certify that the application has been reviewed and approved by the authorized owner(s), managers with appropriately delegated authority and/or in accordance with the organization's articles of incorporation or organization.

Type your full name to e-sign

Tammy Vo

File Attachment Summary

Applicant File Uploads

- scan7.7.25 #1.pdf
- scan7.7.25 #6.pdf
- scan7.7.25 #4.pdf

Attachment I-1

Wayne Dalton
HARDWARE

Wayne Dalton Building Supply
Wayne Dalton Building Supply Inc DBA
Tulamook, OR 97141-3316
Phone: (503) 842-1434

Job Information	Bid Date	Quote Number
Job Reference:	05/30/2025	4630117
Overseer:	Salesman	
Item To:		

Company:
Phone #: 503-230-0357
Fax #:
Email #:

Name: Dan Davis
Phone #: 503-842-8102
Fax #:
Email #: dan@bshumber.com

Proposal Details		Unit Net Price	Ext. Net Price
Qty	Item Information		
1	Item Number: Z72228180 DS COMBI DR W GLE 40" X 80" DOOR MODEL DS-100 (115V/1/2HP/1/2HP/1/2HP) WAYNE DALTON WHITE STEEL JAMB INSIDE SLIDE BOLT NON-INSULATED OPERATION TYPE MOTOR OPERATION OPERATOR MODEL GENIE GCL-LH (med duty hold) RIGHT HAND OPERATION 1/2HP 115 VOLTS ENTRAPMENT PROTECTION STANDARD PHOTOEYE PANEL STYLE ROUND PROFILE STEEL MOUNTING PLATES PREP AXLE FOR OPERATOR TOP DRAFT STOP WITH TEKS	\$7,807.06	\$7,807.06
2	Item Number: Z72228292 DS MINI DR W LUIS 40" X 80" DOOR MODEL DS-100 MINI STORAGE DOOR WAYNE DALTON WHITE STEEL JAMB INSIDE SLIDE BOLT NON-INSULATED OPERATION TYPE MOTOR OPERATION OPERATOR MODEL GENIE GCL-LJ (lt. duty /shaft) 1/2HP 115 VOLTS ENTRAPMENT PROTECTION STANDARD PHOTOEYE TENSION BRACKET ALUMINUM BOTTOM BAR PANEL STYLE ROUND PROFILE BOTTOMBAR WT REQ'D	\$2,131.23	\$4,262.47
	0.0% Tax		
	Total		\$0.00

\$11,769.53

Notes

Proposal Expiration: _____ Payment Terms: _____ FOB: _____

Memo: _____

Accepted By: _____ Date: _____



Item 1		*(5-7 days)
Product Type	Exterior Doors	
Product Line	Therma-Tru Steel and Fiberglass Doors	
Door Configuration	Single Prehung	
Door Handing	Left Hand Outswing (1C)	
Door Height	8/0	
Door Width	3/0	
Style Number	S8140	
Door Category	Clear Glass Doors	
Material	Fiberglass	
Door Texture	Smooth-Star	
Door Thickness	1 3/4"	
Glass Shape	Full Lite Rectangle	
Glass Collection	Clear Glass	
Door Style	8' Full Lite Flush	
Glass Name	Clear Lite	
Frame Profile	Scrolled Lite Frame	
Low-E Glass	Yes	
Style Option Number	S8140-LE	
Lock System Type	Lock Prep Only - No Hardware	
Door Bore	Double Bore (Lockset w/ Deadbolt)	
Bore Backset	2 3/8"	
Edge Prep	Mortise (Radius Corner)	
Deadbolt Frame Prep	1" x 2-1/4" (Standard)	
Jamb Species	Composite Smooth	
Jamb Width	6 9/16"	
Weatherstrip	Bronze Weatherstrip	
Exterior Trim	No Exterior Trim	
Sill	Bronze Composite Fixed Sill Outswing	
Hinge Finish	Stainless Steel	
Hinge Type	NRP Outswing	
Hinge Shape	5/8" Radius	

S8140



OUTSIDE

Size	Width	Height
Rough Opening	38 1/4"	97 7/16"
Net Unit Size	37 1/2"	96 15/16"

Vendor Item Description

3/0 x 8/0 - Left Hand Outswing (1C) - S8140-LE - Exterior Therma-Tru Single Prehung - Lead Time: *(5-7 days)
 - 3/0 x 8/0 Smooth-Star 8' Full Lite Flush Clear Lite No Grilles Scrolled Lite Frame Low-E - Double Bore (Lockset w/ Deadbolt) 2 3/8" - Mortise (Radius Corner) Edge Prep - Deadbolt Frame Prep 1" x 2-1/4" (Standard) - 6 9/16" Composite Smooth Jamb - Bronze Weatherstrip - No Brickmould - Bronze Composite Fixed Sill Outswing - Stainless Steel 5/8" Radius NRP Outswing Hinges

WARNING: Cancer and Reproductive Harm | www.P65warnings.ca.gov

Item Price: \$1,430.00

Quantity: 1

Item Total: \$1,430.00

Attachment I-3



Plywood, Siding dry wall being replace
~~the~~ South side front half.



South
 back half - ~~West~~ side



ROSENBERG BUILDERS SUPPLY INC
2 N MAIN AVE
TILLAMOOK, OR 97141-2316
503-842-4434

MILGARD
WINDOWS and DOORS

Quote Name: DAN
Customer: 1 - CASH SALES
Payment Terms:
Sales Representative: Cassie Garman Mobile:
contractor2@rbslumber.com
Weighted Average: U-Factor: .31, SHGC: .27, VT: 0.5

Quote Number: SQPIE006145_1
Created Date: 6/25/2025
Modified Date: 6/25/2025
PO Number:
Total Windows: 6
Total Doors:
Total Sq Ft: 126.00
Total Perim Ft: 132
Est. Delivery:

Comments:

For warranty information please visit www.milgard.com/warranty/

Billing Information

Name: 1 - CASH SALES
Address:

Phone:
Fax:
Email:

Shipping Information

Name:
Address:

Phone:
Fax:
Email:

Line: 1
Quantity: 6

Location:

V300 Trinsic, 2510T, BC, 1 3/8" Setback, Ext Adobe / Int Adobe, U-Factor: .31, SHGC: .27, VT: .50
1/8" SunCoat (Low-E) Tempered over 1/8" Clear Tempered
Ext Adobe / Int Adobe
Tariff



Viewed From Exterior

Model = Casement Below Picture
Size = RO: 31" x 96"
Net Frame: 30 1/2" x 95 1/2"
Dimensions = Bottom Window Height: 72"
Handing = Left
Composite Method = Horizontal: IMR
Energy Star Zone(s) = None
Glass = 1/8" SunCoat (Low-E) Tempered over 1/8" Clear Tempered with Gray EdgeGardMAX Spacer
Glazing = 7/8" OA Dual Glaze
Hardware = Nesting Fold Down Roto/Stainless Steel Operator Handle, 90 Degree Hinge
Screen = Standard with Fiberglass Mesh
Ratings = STC: 30, OITC: 26, PG: R-PG15
Clear Opening = W 23 1/2" x H 67 11/16" Sq. Ft. 11.05, Egress: Yes
Calculations = Unit Area (Sq. Ft.): 21, Unit Perimeter (nominal in lineal ft): 22'
Other Ratings = CPD: MIL-A-296-11793-00001

Item Total: \$1,173.14
Line Total: \$7,038.81

Customer Approval: _____

Attachment II - 1

My Warehouse

Seattle

Executive Member hours start at 9:00 AM

Gold Star & Business hours start at 10:00 AM

Delivery Location

97141-2442

[Lists / Buy Again](#)

[Home](#) / [Electronics](#) / [Security Cameras & Home Security Systems](#) / [Security Cameras](#)

[Share](#)

Online Only

Arlo Pro 3 Floodlight Camera with Solar Panel

Item 1495418 | Model FBK1001-1CCNAS



Attachment II - 2A





Member Only Item

Your Price

Shipping & Handling Included*

\$179.99

Features:

- 100% Wire-Free Floodlight Camera
- Brightly Illuminate Your Property with 2000-3000 Lumens
- 2k Video with HDR, 160° Diagonal Viewing Angle
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Attachment II - 2B

RESOLUTION NO. 2025-40

A RESOLUTION AUTHORIZING A DRINKING WATER SOURCE PROTECTION GRANT AGREEMENT TO SUPPORT THE LOWER JETTY CREEK WATERSHED ACQUISITION

WHEREAS, on November 13, 2024, pursuant to Resolution 2024-45, the City Council authorized the staff to submit a grant application to the Oregon Watershed Enhancement Board's Source Water Protection Grant Fund as a means of supplemental funding of the City's efforts to acquire the Lower Jetty Creek Watershed; and

WHEREAS, the State of Oregon, acting by and through the Oregon Watershed Enhancement Board (OWEB), has awarded the City of Rockaway Beach a grant in the amount of \$1,422,270.00 from the Drinking Water Source Protection Grant Program for acquisition of the Lower Jetty Creek Watershed.

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

- Section 1.** The City Council of the City of Rockaway Beach hereby authorizes the Drinking Water Source Protection Grant Program Grant Agreement for the Lower Jetty Creek Watershed (Grant No. 225-8016-24164) with the Oregon Watershed Enhancement Board, in the amount of \$1,422,270.00.
- Section 2.** The City Council authorizes the City Manager to sign the contract, attached as Exhibit A, on behalf of the City of Rockaway Beach.
- Section 3.** This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 16TH DAY OF JULY
2025.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

Oregon Watershed Enhancement Board
DRINKING WATER SOURCE PROTECTION GRANT PROGRAM
GRANT AGREEMENT

Grantee: City of Rockaway Beach
Grant Name: City of Rockaway Beach - Lower Jetty Creek Watershed
Award Amount: \$1,422,270
Award Date: 4/23/2025
Grant Number: 225-8016-24164
Project Completion Date: 10/23/2026

Grantee

Organization: City of Rockaway Beach
Address: PO Box 5
City, State, Zip: Rockaway Beach, OR 97136
Phone: 503.457.6418
Email: citymanager@CORB.us
Contact: Luke Shepard

Project Manager for the Grantee

Name: Daniel Wear
Organization: Sustainable Northwest
Address: 233 SW Naito Pkwy Suite 200
City, State, Zip: Portland OR, 97204
Phone: 206.317.4614
Email: dwear@sustainablenorthwest.org

Payee

Name: Marni Johnston
Organization: City of Rockaway Beach
Address: PO Box 5
City, State, Zip: Rockaway Beach, OR 97136
Phone: 503.374.0609
Email: financedirector@CORB.us

Project Manager for the Board

Name: Audrey Squires, DWSP Specialist,
Oregon Watershed Enhancement Board
Address: 775 Summer Street NE, Suite 360
City, State, Zip: Salem, OR 97301
Phone: 503.798.6337
Email: Audrey.L.Squires@oweb.oregon.gov

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through the Oregon Watershed Enhancement Board (“OWEB”) and City of Rockaway Beach (“Grantee”) with OWEB and Grantee collectively referred to as “the **Parties**”.

RECITALS

WHEREAS, under ORS 448.370 through 448.380, OWEB may fund projects for the purpose of protecting, restoring, or enhancing sources of drinking water through the acquisition of lands from willing sellers; entering into covenants, easements, or similar agreements with willing landowners; or repaying a loan used to finance the project types described previously in this clause.

WHEREAS, Grantee has proposed a project for OWEB funding and qualifies under OAR 695-048-0040 as an eligible applicant and under OAR 695-048-0060 as an eligible system with OWEB’s Drinking Water Source Protection Grant (“DWSP”) Program.

NOW, THEREFORE, OWEB and Grantee agree to the following:

AGREEMENT

1. Effective Date and Term. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). Unless otherwise terminated or extended, the Agreement term (the “Term”) shall be from the Effective Date through October 23, 2026, or until such time that Grantee has fulfilled all obligations under this Agreement to the full satisfaction of OWEB, whichever occurs sooner.

2. Project and Project Purpose. Grantee intends to acquire or has acquired an estate in fee simple absolute (the “Protective Instrument”) that is identified on **Exhibit A** pertaining to a certain property (the “Property”) that is also identified on **Exhibit A**. The purpose of the project (the “Project Purpose”) is to complete the land transaction evidenced by the Protective Instrument which will ensure the protection, restoration, or enhancement of sources of drinking water. The details of the Protective Instrument and the Project Purpose are described in Grantee’s grant application (the “Grant Application”) which is attached as **Exhibit B**. The Protective Instrument shall comply with the requirements of OAR 695-048-0030. For the purposes of this Agreement, the project and Project Purpose are collectively referred to as the “Project”.

3. Conditional Grant Approval. OWEB conditionally approved the granting of up to \$1,422,270.00 (the “Grant Funds”) to Grantee for the purpose of completing the Project in accordance with the terms and conditions of this Agreement. The disbursement of Grant Funds under this Agreement will be made in accordance with Section 7 (Disbursements) and is subject

to certain conditions being fulfilled by Grantee in a manner deemed acceptable by OWEB, with those conditions more specifically described in **Exhibit C** (the “Conditions”).

The fund source for the Grant Funds for this Project:

- ☒ General Funds
- ☒ Lottery Revenue Bonds

4. Project Schedule. The Project will be completed in accordance with the Project schedule attached as **Exhibit D** (the “Project Schedule”). The Project Schedule specifies when key actions under this Agreement are expected to be completed. Additional key actions may be added to the Project Schedule depending on the circumstances of the Project.

5. Due Diligence. Grantee is solely responsible for completing all due diligence for the purchase of the Protective Instrument, for communicating OWEB’s requirements to the seller of the Protective Instrument (“Seller”), and for any errors or omissions in the due diligence. OWEB may, but is not obligated to, identify and request corrections to errors or omissions in due diligence.

6. Approved Budget and Match.

- A. Subject to other terms and conditions of this Agreement, the authorized Project costs under the Agreement will be as provided in the OWEB-approved budget attached as **Exhibit E** (the “Approved Budget”). The Approved Budget may be revised or amended, provided any revision or amendment is: (i) consistent with the requirements of this Agreement; (ii) consistent with the established requirements of OWEB’s Business Operations Program; and (iii) approved in writing by OWEB.
- B. Pursuant to OAR 695-048-0080 and OAR 695-048-0120, Grantee shall contribute non-OWEB match in the amount of at least five percent of the Grant Funds (the “Match”). Grantee must secure the Match before OWEB’s first payment of Grant Funds and provide a report of expended Match at the time of OWEB’s final payment of Grant Funds.

7. Disbursements. OWEB shall disburse funds in accordance with the Approved Budget and subject to the following:

- A. Grant Funds disbursements will not occur until OWEB has reconciled conditionally approved funding with actual costs of the Project, as required under OAR 695-048-0160. Project costs must be documented on the current version of OWEB’s payment forms, submitted through OWEB’s Online Payment Request system unless otherwise required by OWEB, and accompanied by all required receipts and other accounting records.
- B. Total OWEB disbursements will not exceed the total Grant Funds.

- C. OWEB's contribution to the purchase price of the Protective Instrument will not exceed the amount specified in the Approved Budget or the OWEB-approved third-party documentation verifying the purchase price of the Protective Instrument, whichever is less.
- D. Grantee costs must be documented with receipts, time and effort records, and other appropriate documentation to support the reimbursement request to the satisfaction of OWEB. OWEB's reimbursement will be subject to limitations provided for in Section 7 (Disbursements).
- E. Grantee shall not be entitled to receive payment under this Agreement from any other part of Oregon state government other than OWEB, and nothing in this Agreement is to be construed as permitting any violation of any other law regulating liabilities or monetary obligations to the State of Oregon.
- F. All disbursements by OWEB are contingent on OWEB having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OWEB, in the exercise of its reasonable administrative discretion, to make the disbursement.
- G. All disbursements by OWEB are contingent on Grantee's continuing compliance with all terms of this Agreement and all other grant agreements it has with OWEB, including, without limitation, the continuing truth and accuracy of the representations and warranties set forth in Section 10 (Closing).
- H. OWEB may withhold payments of Grant Funds to Grantee if OWEB determines that there are significant and persistent difficulties with satisfying Project requirements.
- I. OWEB will approve the distribution of Grant Funds. Grant Funds will be distributed throughout the time between approval by OWEB and transaction closing as the following conditions are met:
 - i. A grant agreement is executed by OWEB and the Grantee;
 - ii. The funding conditions applicable to the allowable cost, if any, imposed by OWEB are satisfied to the full satisfaction of OWEB;
 - iii. The legal and financial terms of the proposed real estate transaction are approved by OWEB;
 - iv. The Protective Instrument and any required title restrictions are approved by OWEB;
 - v. OWEB has reconciled conditionally approved funding with actual Project costs; and
 - vi. The Grantee has satisfied the Match requirements under OAR 695-048-0080, with modifications for grants awarded in the first grant solicitation cycle as allowed in OAR 695-048-0120.

8. Partnership Agreement. If the Grantee forms a partnership with an eligible holder ("Holder" has the meaning given to it in ORS 271.715, other than a state agency) for the acquisition of the Protective Instrument, then the Grantee must submit the partnership agreement to OWEB for

review and approval. The partnership agreement shall be in writing and be duly signed by an authorized officer of the Grantee and the Holder. The partnership agreement must include:

- A. Commitment of the Grantee and Holder to coordinate funding, expertise, materials, labor, or other assistance for the benefit of the Project.
- B. Roles and responsibilities of Grantee and Holder to ensure the requirements of this Grant Agreement are satisfied, including documentation for reimbursement requests with written evidence of materials and labor furnished to or work performed under the Project.
- C. Provisions in **Exhibit H** "Lottery Revenue Bonds Requirements" including records retention and the provisions within the section titled "Restrictions on Use of Bond Proceeds and the Project".

9. Title Restrictions and Easement, Covenant, Equitable Servitude, and Other Similar

Agreement Terms. Unless otherwise agreed in writing between OWEB and Grantee, the Protective Instrument will affect a property area substantially the same as depicted on Exhibit A. Grantee shall provide to OWEB the legal description of the Protective Instrument as soon as it is available to Grantee. In accordance with OAR 695-048-0180 the Protective Instrument shall include terms that give OWEB and the Oregon Department of Administrative Services ("DAS") the authority to approve, approve with conditions, or deny the subsequent transfer, conveyance, assignment, or modification of the Protective Instrument by Grantee or a Holder in partnership with Grantee. If Grantee, or a Holder in partnership with Grantee, acquires an estate in fee simple absolute, Grantee or the Holder, shall record on title a Notice of Grant Requirements (**Exhibit G**) that includes the requirements listed in OAR 695-048-0030(1)(a)-(e). OWEB, at its sole discretion, will determine the sufficiency of the terms included in the Protective Instrument consistent with DWSP Grant Program guidance, statutes, and administrative rules.

10. Closing. Unless otherwise agreed in writing, closing shall occur on or before the closing Date. OWEB may, but is not obligated to, assist Grantee with closing before the closing Date. OWEB will wire payment of Grant Funds to an escrow agent with instructions for use of the funds in closing the purchase and providing for reimbursement to Grantee of authorized costs of the Project. Alternatively, at the sole discretion of OWEB, OWEB may pay Grant Funds directly to Grantee in a prior approved format (check or direct deposit) dependent upon amount and enrollment in direct deposit through the State of Oregon. OWEB reserves the right, at its sole discretion, to require an escrow closing, with the closing to be completed in accordance with OWEB-approved closing instructions.

11. Access. Grantee acknowledges that the Protective Instrument must include a provision that OWEB and its designees will be provided sufficient legal access to the Property, given reasonable notice, for the purpose of compliance inspections. Grantee acknowledges that it

holds the burden of demonstrating, to the sole satisfaction of OWEB, the existence of sufficient legal and physical access to all tracts impacted by the Protective Instrument.

12. Project Update Reports and Meetings. Grantee will meet with the OWEB Project Manager identified in section 18(h) for Project Update Meetings in accordance with the timeframe provided in Exhibit D. The Project Update Meetings will include: (i) a discussion of Grantee's progress toward closing on the Protective Instrument; and (ii) a discussion of Grantee's progress in finalizing a Long-Term Management Plan required under this Agreement. Prior to Project Update Meetings, Grantee is expected to submit in writing via email to the OWEB Project Manager an annotated Project Schedule that shows progress toward each Project milestone, including any updates to estimated completion dates.

13. Project Completion Report and Three-Year Status Report: The following reports are required of the Grantee after Project closing:

- A. Within 60 days of project completion, the Grantee must submit a Project Completion Report electronically through OWEB's Grant Management System (OGMS). The Project Completion Report must include: (i) a description and explanation of any changes to the original proposal; (ii) a summary of outreach activities related to the Project; (iii) lessons learned; and (iv) recommendations for more effective implementation of similar projects or programs.
- B. Three years after the completion of the Project, the Grantee will provide OWEB with a copy of a Three-Year Status Report in the format prescribed by OWEB verifying that the purposes of the grant continue to be met.

14. Monitoring, Compliance, and Enforcement of Protective Instrument: The following conditions will provide assurance that the Protective Instrument and associated land continue to meet the purposes of the grant after Project closing:

- A. For all Protective Instruments other than an estate in fee simple absolute, Grantee will monitor and enforce the Protective Instrument for as long as the Protective Instrument remains in effect.
- B. The ongoing use of the land addressed in the Protective Instrument shall be consistent with the purposes specified in ORS 448.370 and the terms of the Protective Instrument. If OWEB determines at its sole discretion that a compliance problem cannot be resolved to its full satisfaction, after providing reasonable written notice to Grantee, OWEB may initiate any and all legal remedies available to OWEB to address compliance issues, including but not limited to recovery of the Grant Funds that were used to purchase the Protective Instrument together with reasonable interest and penalties. Grantee is responsible for fulfilling the terms and conditions of any agreement between the Grantee and OWEB; between the Grantee and a landowner, or other person or entity, necessary for the Grantee to carry out the Project; and if a partnership is proposed,

between the Grantee and the Holder. Grantee acknowledges and agrees that terminology regarding compliance and enforcement obligations in this section will be required in the final terms of the Protective Instrument.

15. Representations and Warranties of Grantee. Grantee represents and warrants to OWEB as follows:

- A. **Organization and Authority.** The Grantee, and the Holder if applicable, are duly organized and validly existing under the laws of the State of Oregon. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations under this Agreement, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's Articles of Incorporation or Bylaws, and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. The individual signing on behalf of Grantee hereby certifies and swears under penalty of applicable law that they are authorized to act on behalf of Grantee, has authority and knowledge regarding Grantee's payment of taxes, and to the best of their knowledge, Grantee is not in violation of any Oregon tax laws.
- B. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- C. **Use of Project Protective Instrument.** Grantee acknowledges that the Protective Instrument shall be used in a manner that is consistent with this Agreement and the purposes specified in ORS 448.370 through ORS 448.380.
- D. **Review of Law.** Grantee has reviewed and understands the provisions of law applicable to this Agreement, including but not limited to ORS 448.370 through ORS 448.380, OAR Chapter 695 Division 48, and OAR Chapter 695 Division 5.
- E. **No Agreements.** No agreements exist or will exist between Grantee and others, including the Seller, in writing or otherwise, that will result in Grant Funds being used for anything other than those expenses provided for in the Approved Budget.
- F. **Grantee Compensation.** All compensation, if any, that Grantee expects for its role in the transaction, either in the form of payment for services or otherwise, is reflected in the Approved Budget, as well as in the option or purchase and sale agreement if compensation has been or will be paid by the Seller. Grantee records required under Section 16 (Records Maintenance and Access) will clearly demonstrate compliance with this provision of the Agreement.

- G. **Warranties Not Exclusive.** The warranties set forth in this section are in addition to and not in lieu of, any other warranties set forth in this Agreement or implied by law.

16. Records Maintenance and Access.

- A. **Access to Records and Facilities.** OWEB, the Secretary of State of the State of Oregon ("Secretary"), and their duly authorized representatives shall have access to the books, documents, papers, and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, OWEB, the Secretary, and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of OWEB and the Secretary to perform site reviews of all services delivered as part of the Project, subject to OWEB-approved access limitations, if any, provided in the Protective Instrument.
- B. **Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds, or the Project for a minimum of six (6) years from the date the Protective Instrument is acquired, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date. If there are unresolved audit questions at the end of the six (6) year period, Grantee shall retain the records until the questions are resolved. Exhibit H outlines additional record retention requirements provided by DAS for Projects funded by Lottery Revenue Bonds.
- C. **Expenditure Records.** Expenditure records shall be created and maintained in accordance with generally accepted accounting principles and in sufficient detail to permit OWEB to reconcile conditionally approved funding with actual costs of the Project as required under OAR 695-048-0160.

17. Default, Remedies and Termination.

- A. **Default.** Grantee shall be in default under this Agreement upon occurrence of the following events:
- i. Key Grantee actions are not completed in accordance with the Project Schedule, with key Grantee actions to include, but not be limited to, completion of Grantee due diligence and delivery of the Long-Term Management Plan, and OWEB reviews in accordance with the Project Schedule, the purchase of the Protective Instrument on or before the closing date, unless adjustments to the schedule are agreed to in writing by OWEB.
 - ii. Any representation, warranty or statement made by Grantee or in any documents or reports relied upon by OWEB, is knowingly untrue in any material respect when made;
 - iii. Grantee is not in compliance with the terms of the Protective Instrument; or
 - iv. Any other breach of the terms and conditions of this Agreement.

B. Remedies upon Default. If Grantee's default is not cured within a reasonable term, as defined by OWEB at its sole discretion, OWEB may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to:

- i. Terminating the Agreement and with it OWEB's obligation to make the Grant.
- ii. OWEB withholding its approval as to other transactions between OWEB and the Grantee, including, but not limited to, other grants from OWEB to the Grantee.
- iii. Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds.
- iv. The award of Grant Funds, less any Grant Funds disbursed to Grantee prior to closing, may be rescinded if the Protective Instrument is not purchased, or is purchased before OWEB determines that Grantee has satisfied the Conditions.

C. Termination.

i. OWEB Termination.

(a) OWEB may immediately terminate this Agreement by written notice to Grantee:

- (1) Upon Grantee's failure to cure a default under this Agreement; or
- (2) If OWEB does not obtain sufficient funding or expenditure authority to allow OWEB to meet its payment obligations under this Agreement.

(b) OWEB may terminate this Agreement upon 30 days written notice to Grantee for any other reason specified in writing.

ii. Mutual Termination. OWEB and Grantee may mutually agree to terminate this Agreement in writing.

iii. Effect of Termination. In the event of termination, OWEB will reimburse Grantee for any expenses incurred prior to termination, provided that those expenses are determined by OWEB to be eligible expenses under this Agreement and otherwise meet the requirements for disbursement under section 7.

18. General Provisions.

A. Indemnity. Grantee shall defend (subject to ORS chapter 180), indemnify, save and hold harmless the State of Oregon and OWEB and their officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Grantee, or its employees, agents or contractors, that is related to this agreement; however, the provisions of this section are not to be construed as a waiver by OWEB of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

B. Tax Benefits. OWEB makes no representations or warranties as to: i) the suitability of the Protective Instrument for tax or any other benefits of the Seller; or ii) tax

consequences, if any, of the Protective Instrument or any other contract or financial transaction that is part of or associated with the Project. If the Seller intends to obtain any tax benefits from the Project, the Seller and Grantee are solely responsible for obtaining any tax or other financial advice necessary to determine whether OWEB's requirements for the Project are compatible with the requirements for conservation easement charitable donations under the Internal Revenue Code. Grantee shall provide this section of the Agreement to the Seller within 30 days from the Effective Date and provide OWEB with written confirmation of the notification.

- C. **Publicity.** Grantee shall make every effort to acknowledge and publicize OWEB's participation and assistance with the Project. Consistent with this requirement, Grantee shall provide notice on any technical, educational, or informational material pertaining to the Project that funding was provided by OWEB.
- D. **Permits and Licenses.** The grantee will obtain all necessary permits and licenses from local, state and federal agencies or governing bodies and provide a copy of each permit or license to OWEB.
- E. **Amendments.**
 - i. This Agreement may be amended or extended by the mutual agreement of the Parties. Any amendment or extension must be in writing, signed by the Parties.
 - ii. Grantee agrees to complete the Project as approved by OWEB unless proposed modifications to the Project are submitted in writing to, and approved in writing by, OWEB prior to the beginning of any work proposed in the modification.
- F. **Participation in Similar Activities.** This Agreement in no way restricts Grantee or OWEB from participating in similar activities with other public or private agencies, organizations, or individuals.
- G. **No Third-Party Beneficiaries.** OWEB and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person, such as an underlying landowner, is individually identified by name in this Agreement and expressly described as intended beneficiary of the terms of this Agreement.
- H. **Notices.** Except as otherwise expressly provided in this Agreement, notices to be given under this Agreement shall be given in writing by personal delivery, email or mailing the same, postage prepaid to Grantee or OWEB to the applicable Project Manager at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after the date postmarked. Any communication or notice delivered by email shall be deemed to be given when confirmation of the transmission is generated by the transmitting computer. To be effective against OWEB, such email transmission must be confirmed by telephone notice to OWEB's Project Manager. Any communication or notice given by personal delivery shall be effective when actually delivered.

- I. **Governing Law, Consent to Jurisdiction.** This Agreement 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 OWEB (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. Each party consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court.

- J. **Compliance with Law.** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference to the extent that they are applicable to the Agreement or the Project and required by law to be so incorporated. Grantee shall not discriminate against any individual, who receives or applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color, national origin, gender, disability, marital status, sexual orientation, alienage or citizenship. All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under state law.

- K. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- L. **Assignment of Agreement, Successors in Interest.** Grantee shall not assign or transfer any interest in this Agreement without the prior written approval of OWEB.
- M. **Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 5 (Due Diligence), 13 (Project Completion Report and Three-Year Status Report), 14 (Monitoring, Compliance, and Enforcement of Protective Instrument), 15 (Representations and Warranties of Grantee), 16 (Records Maintenance and Access), 18A (Indemnification), 18B (Tax Benefits), 18G (No Third-Party Beneficiaries), 18M (Survival), 18N (Integration and Waiver), 18Q (Exhibits), and Exhibit C (Required Conditions).
- N. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter of this Agreement, with no other understandings, agreements, or representations, oral or written, regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Grantee, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- O. **Counterparts.** This Agreement may be executed in several counterparts, including by facsimile or by signature on a portable document format (PDF) delivered by email, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- P. **Insurance.**
- i. Grantee shall carry, at a minimum: (i) general liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; and (ii) auto liability insurance in the amount of \$1,000,000 for a combined single limit. Grantee shall continue this coverage through completion of the Project. In addition, Grantee shall require that all contractors, consultants or sub-grantees hired to develop or implement the Project also carry said insurance types and amounts.
 - ii. If requested by OWEB, Grantee shall provide OWEB with certificates of insurance for all required insurance. As proof of insurance, OWEB has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.
 - iii. Grantee or insurer must provide at least 30 days' written notice to OWEB before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Q. **Exhibits.** This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement by reference:

- Exhibit A: **Property and Protective Instrument Map**
- Exhibit B: **Grant Application**
- Exhibit C: **Required Conditions**
- Exhibit D: **Project Schedule**
- Exhibit E: **Approved Budget**
- Exhibit F: **Oregon Prevailing Wage Law Requirement**
- Exhibit G: **Notice of Grant Requirements for Estate in Fee Simple Absolute**
- Exhibit H: **Lottery Revenue Bonds Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement minus all exhibits, Exhibit H; Exhibit C; Exhibit G; Exhibit F; Exhibit E; Exhibit D; Exhibit B; Exhibit A.

IN WITNESS THEREOF: the Parties have caused this agreement to be properly executed by their authorized representatives as of the day this Agreement is signed by the Parties.

Grantee:	State of Oregon, acting by and through its
	Oregon Watershed Enhancement Board:
By: _____	
Name: _____	By: _____
Title: _____	Executive Director

Date	_____
	Date

Approved for legal sufficiency

Oregon Department of Justice

By: _____ /s/ Diane Lloyd

Date: _____ 6/30/2025

EXHIBIT A
PROPERTY AND PROTECTIVE INSTRUMENT MAP

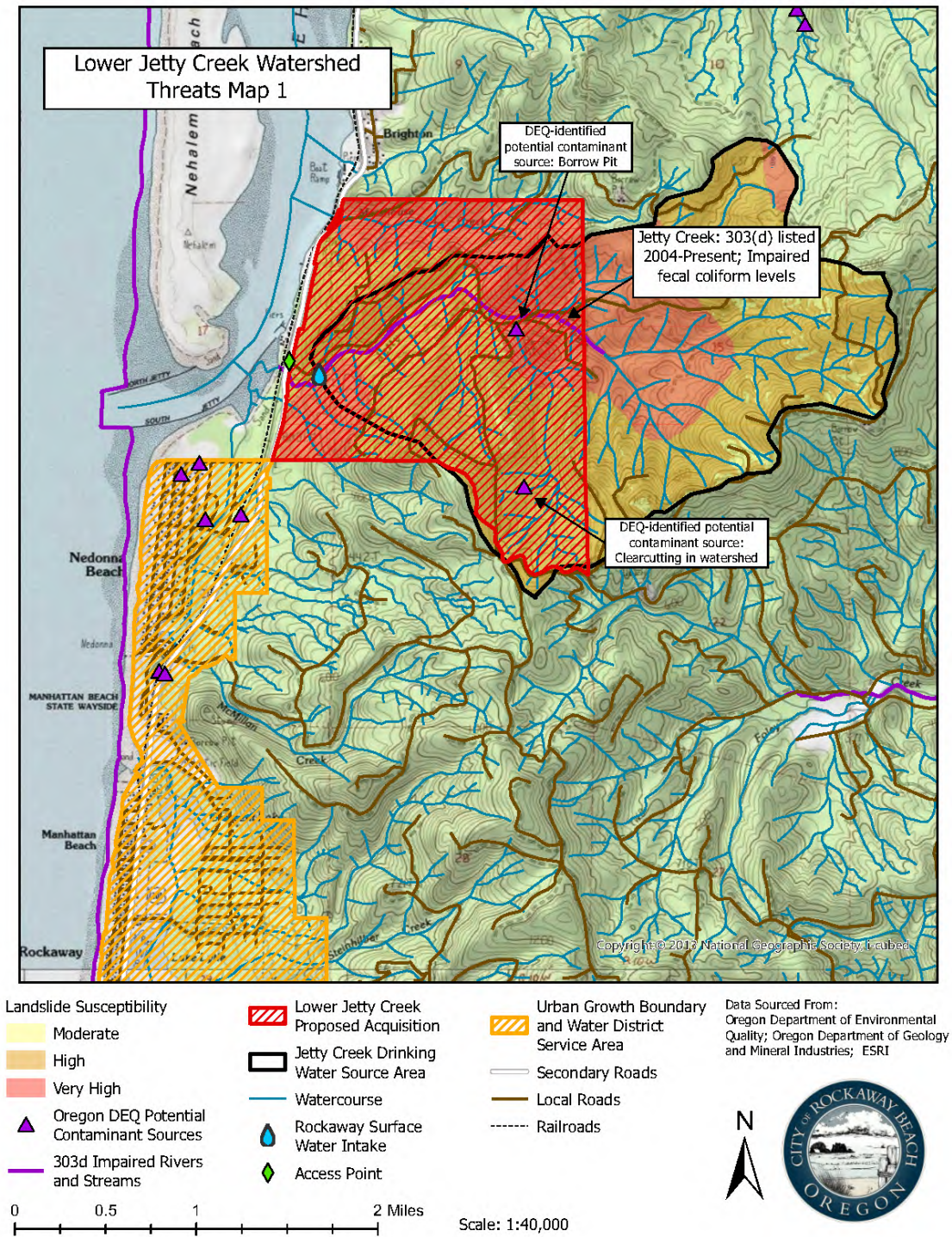


EXHIBIT B
GRANT APPLICATION

On File with OWEB

EXHIBIT C

REQUIRED CONDITIONS

In addition to other requirements specifically provided for in the Agreement, the disbursement of the Grant Funds is further conditioned on:

1. **Project-Specific Conditions.** Grant Funds will not be disbursed under this Agreement until the following Project-specific conditions have been fulfilled to the full satisfaction of OWEB.
 - A. **Initial Conditions.** The following initial conditions must be satisfied before OWEB will review due diligence items or reimburse costs associated with the secondary conditions or standard conditions below.
 - i. Grantee meets with OWEB Project Manager within sixty (60) days from the Effective Date to: (i) confirm roles and responsibilities; (ii) agree on preferred methods for sharing information; (iii) discuss approaches to addressing Project challenges; and (iv) address other Project matters that would benefit from early discussions between Grantee and OWEB.
 - ii. Grantee provides to OWEB Project Manager within sixty (60) days from the Effective Date a Spending Plan that outlines an estimate of grant expenses by month.
 - iii. Grantee participates in regularly scheduled Project Update Meetings with OWEB staff.
 - B. **Secondary Conditions.** OWEB will review due diligence items and reimburse costs associated with the following secondary conditions only after Grantee has satisfied the initial conditions above.
 - i. Grantee agrees to develop or modify a "Long-Term Management Plan", as defined in OAR 695-048-0020, for the planned future management and stewardship of the land for the benefit of drinking water pursuant to a Protective Instrument and that is intended to carry out the purposes of ORS 448.370 and is consistent with guidance established by OWEB. The Long-Term Management Plan includes, but is not limited to, proposed restoration activities, strategies for monitoring, maintaining, managing, and improving the Property, including providing signage, controlling access, enforcing use restrictions, and resolving violations. Grantee will complete a Long-Term Management Plan for the Property prior to closing and in accordance applicable Conditions and DWSP Guidance for Long-Term Management Plans. The Long-Term Management Plan will be subject to OWEB approval, which will not be unreasonably withheld.
2. **Standard Conditions.** Grant Funds will not be disbursed under this Agreement until the following standard conditions have been fulfilled to the full satisfaction of OWEB, except as allowed by OAR 695-048-0160(3) which allows for the distribution of funds prior to

transaction closing for staff costs and due diligence activities specified in OAR 695-048-0100 and included in the Approved Budget. OWEB will review due diligence items and reimburse costs associated with the standard conditions only after Grantee has satisfied the initial conditions above.

- A. Grantee obtains: (i) all reasonably necessary Property information (the "Property Information") for OWEB to complete a due diligence review of the Project, including, Property Information in the Property Seller's possession; and (ii) permissions from the Property Seller, as necessary, to release Property Information, regardless of the source, to OWEB and other funding entities. Property Information may include, but is not limited to: appraisals; title reports; environmental site assessments; surveys; water rights documentation; rights of first refusal; option agreements; purchase and sale agreements; leases; licenses; rental agreements; permits; easements; security instruments; UCC financing statements; fixture filings; documents pertaining to litigation, encroachments, disputes (including boundary line disputes), or prescriptive rights; a description of any work performed on or use made of the Property by parties other than the Property Seller within one hundred eighty (180) days from the Effective Date; and other documents and information that OWEB determines are reasonably necessary to review before disbursing Grant Funds. Upon written request of Grantee or the Property Seller, OWEB agrees to treat Property Information as confidential, to the extent permitted by the Oregon Public Records Law, ORS 192.311-192.478. OWEB may disclose Property Information that is subject to a confidentiality request if it determines that disclosure is reasonably necessary as part of its due diligence review process, or if it is ordered to do so pursuant to Public Records Law. OWEB will not be responsible for a breach of confidentiality by other entities that OWEB is reasonably expected to share the Property Information with as part of the grant administration process.
- B. Grantee obtains, if deemed necessary by OWEB, reasonable closing date extensions for the purpose of providing OWEB with adequate time to determine that Grantee has met all requirements under this Agreement.
- C. Grantee fully complies with the intent of ORS 35.500-35.530 (Relocation of Displaced Persons), and OWEB requirements related to said provisions of law, in the event that residential or business tenants will be displaced as a result of the acquisition of the Protective Instrument.
- D. Grantee imposes title restrictions on the Property consistent with the Notice of Grant Requirements in Exhibit G of this agreement.
- E. OWEB, by the closing date specified in Exhibit D, approves of the legal and financial terms of the acquisition of the Protective Instrument, including, but not limited to:
 - i. The acquisition agreement (e.g., option, purchase and sale agreement, etc.) and the agreement to transfer the Protective Instrument to another party, if planned.

- ii. The purchase price for an estate in fee simple absolute and conservation easement acquisitions shall be based on an appraisal and review appraisal completed in accordance with applicable appraisal standards, including the Uniform Standards of Professional Appraisal Practice. Other methods of substantiating the purchase price conducted by an independent third-party entity may be accepted at the discretion of OWEB for all other Protective Instruments. A third-party demonstration of market value of the Protective Instrument is not required for loan repayments.
 - iii. The Phase 1 Environmental Site Assessment, if required, as well as additional investigative reports and action plans resulting from the Phase 1 Assessment, if required.
 - iv. The Protective Instrument survey, if required.
 - v. The Protective Instrument Seller's vesting deed.
 - vi. The baseline inventory completed for the Protective Instrument, if required.
 - vii. The water rights, if applicable.
 - viii. Documented access rights to the Protective Instrument, including a clear depiction of the access on a map provided by Grantee.
 - ix. The planning and zoning circumstances associated with the Property.
 - x. The legal description of the Protective Instrument.
 - xi. The warranty deed for an estate in fee simple absolute transaction, the easement deed for a conservation easement acquisition, or the covenant, deed restriction, equitable servitude, or other similar agreement.
 - xii. The condition of title and any applicable title insurance policy, including specific exceptions to the policy, with OWEB's approval based on review of an assessment, including a map, of the exceptions provided by Grantee.
 - xiii. Escrow documents including settlement statements.
 - xiv. A title report dated within sixty (60) days of the closing date.
 - xv. The matching contribution.
 - xvi. Grantee's demonstrated compliance with applicable federal and state laws regarding relocation of displaced persons, including but not limited to requirements contained in ORS 35.510, as may be revised from time to time.
 - xvii. Other conditions that OWEB deems reasonably necessary as a result of OWEB due diligence review efforts after the Agreement has been signed by the Parties.
- F. OWEB's approval of the legal and financial terms of the items listed under condition 2(E) above is solely for the purpose of disbursing Grant Funds under this Agreement. OWEB's approval does not constitute a legal opinion, representation or warranty as

to the enforceability of the Protective Instrument or the financial soundness or adequacy of the terms under which it is acquired.

**EXHIBIT D
PROJECT SCHEDULE**

KEY GRANTEE ACTIONS	ESTIMATED COMPLETION DATE, INCLUDING TIME FOR APPROVAL	COMMENTS
Project update meetings and reports	Monthly	Recurring meetings have been scheduled
Proof of insurance	Upon request	As described in Section 18.P
Vesting deed (if not provided at time of application)	Complete	Included in grant application
Water rights analysis (if applicable)	n/a	No water rights appurtenant to this property
Baseline inventory documentation (if required)	n/a	Not required for fee simple
Spending plan (if required)	June 23, 2025	Outlines anticipated grant spending by month
Appraisal	December 2025	UASFLA (Yellow Book) needed for potential federal funding
Binding purchase agreement	January 31, 2026	
Purchase price documentation	January 31, 2026	
Land use processes	March 31, 2026	Partitioning of tax lot 2800 with Tillamook County
Confirm who has signatory authority from seller's perspective	April 30, 2026	During initial title review at application stage, questions arose around whether Nuveen or L&C Timber is the signatory
Confirmation of legal and sufficient access	June 30, 2026	

Resolution of title matters	July 31, 2026	
Confirmation of compliance with of ORS 35.500-35.530 (Relocation of Displaced Persons)	July 31, 2026	
Survey (if required) and legal description	July 31, 2026	Survey not required by OWEB, but may be required by Tillamook County for land use/partitioning process
Environmental site assessment	July 2026	Recommended to occur no earlier than 180 days before closing for CERCLA protections to apply
Long-Term Management Plan (LTMP)	July 2026	Grantee has scheduled LTMP development for March to June 2026; review and approval by OWEB will be needed; LTMP deadline is at transaction closing
Warranty Deed	August 2026	
Proforma title insurance policy	August 2026	
Updated preliminary title report	August 2026	Within 60 days of closing
Match	September 2026	Documentation of secured match required prior to release of funds
Fiscal documentation	September 2026	Allow up to 2 weeks for fiscal review. Includes all documentation required for payment requests, such as invoices, receipts, official time logs for staff time, loan documents, escrow documents

DOJ review of Project materials	September 2026	Allow up to 6 weeks for final DOJ review of Project materials such as title circumstances, NOGR, deed
Notice of Grant Requirements (NOGR)	October 2026	To be recorded on title with Tillamook County upon closing
Closing	October 2026	Deadline to close is end of grant term: October 23, 2026
Project Completion Report (PCR)	December 2026	Required within 60 days of project completion
Three-Year Status Report	October 2029	Three years after project completion

EXHIBIT E
APPROVED BUDGET

BUDGET CATEGORY	APPROVED AMOUNT	FUNDING SOURCE
Salaries, Wages, and Benefits	\$14,009.00	General Funds
Contracted Services	\$141,100.00	General Funds
Travel	\$0.00	-
Other	\$1,251,500.00	\$248,435 is General Funds \$1,003,065 is Lottery Revenue Bonds
Indirect Costs	\$15,661.00	General Funds
Grant Total	\$1,422,270.00	

For items funded by General Funds, project expenses incurred no earlier than June 12, 2023 and no later than October 23, 2026 may be eligible for reimbursement.

For items funded by Lottery Revenue Bonds, project expenses incurred no earlier than March 7, 2025 and no later than October 23, 2026 may be eligible for reimbursement.

EXHIBIT F
OREGON PREVAILING WAGE RATE LAW

1. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870 and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, “PWR”). If applicable, Grantee shall:
 - a) comply with PWR, require its contractors and subcontractors to pay the applicable PWR rates and to comply with all other Oregon Bureau of Labor and Industries (“BOLI”) requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board; and
 - b) pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project.
2. Grantee represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.
3. Pursuant to ORS 279C.817, Grantee may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

Information regarding prevailing wage rate law can be found on the BOLI website.

EXHIBIT G**NOTICE OF GRANT REQUIREMENTS FOR ESTATE IN FEE SIMPLE ABSOLUTE**

If the Project involves the acquisition of an estate in fee simple absolute or the repayment of a loan for the acquisition of an estate in fee simple absolute, the Grantee, or a Holder in partnership with the Grantee, shall record in the real property records of the county where the Property is located a Notice of Grant Requirements providing protection in perpetuity to Drinking Water Source Protection Grant Program investments.

The Notice of Grant Requirements shall include or provide the following terms:

1. A legal description of the land.
2. The objectives of the grant and terms demonstrating how the acquisition of the Property will meet those objectives.
3. Specific obligations of the Grantee including, but not limited to:
 - a. A requirement that the Grantee monitor the Property, at least annually, and ensure it continues to meet the objectives of the Project;
 - b. A requirement that the Grantee will repay the Grant Funds to OWEB if Grantee fails to meet the objectives of the Project;
 - c. A covenant that the Grantee will not convey the Property without the consent of OWEB and, if applicable, DAS; and
 - d. Terms that provide for the obligations to run with the land and bind any successor in interest or permitted assignee.
4. A requirement that OWEB and its designees are provided with sufficient access to the land protected, restored, or enhanced for the benefit of a drinking water source accomplished by the acquisition of an estate in fee simple absolute with Drinking Water Source Protection Grants, given reasonable notice, for the purpose of compliance inspections.
5. The duration of the protection of land shall be in perpetuity.

EXHIBIT H

LOTTERY REVENUE BOND REQUIREMENTS

This Project is funded partially or fully by State of Oregon Lottery Revenue Bonds and thus the following requirements from DAS are applicable to the Project, to the Grantee, and to sub-grantees, if any.

Definitions

Capitalized terms used in this Exhibit shall have the meanings defined for such terms here or previously defined in the above Agreement, unless the context clearly requires otherwise.

“Act” means Article XV, Section 4 of the Oregon Constitution and Oregon Revised Statutes Chapter 286A, together with House Bill 5030.

“Bonds” means the State of Oregon Lottery Revenue Bonds 2025 Series A Bonds (Tax-Exempt) issued pursuant to the Act, and any bonds or other obligations subsequently issued by the State of Oregon to refinance such bonds.

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

“Date of Issuance” means the date the State Treasurer, at the request of DAS, issued the Bonds. For the purposes of this Agreement, this date was May 6, 2025.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the Property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the Property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of OWEB or of the Grantee solely in their capacity as employees ordinarily will not be considered Private Use.

“Project Costs” means expenditures incurred by Grantee that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grantee

under law and this Agreement. Project Costs do NOT include internal costs charged to the Project by Grantee or payments made to Related Parties. Project Costs also do NOT include loans or grants to be made to third parties and may only include the payment of principal due on interim financing for the Project with the prior written consent of DAS, obtained through OWEB. Project Costs do NOT include the reimbursement of principal paid on interim financing prior to the Date of Issuance or the payment or reimbursement of already paid interest or to be paid on interim financing.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

REPRESENTATIONS OF THE GRANTEE

A. Records Retention. The final maturity date of the Bonds is April 1, 2045. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Agreement or applicable law.

RESTRICTIONS ON USE OF BOND PROCEEDS AND THE PROJECT

In order to maintain the tax-exempt status of the Bonds, the Project and its use are subject to the following restrictions:

A. Proceeds Usage. The proceeds of the Bonds will only be used to pay the Project Costs as defined in this Agreement.

B. Working Capital. None of the proceeds of the Bonds will be used to pay working capital expenditures of the Grantee. Working capital expenditures include current operating expenses and other expenditures which would not be treated as capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code.

C. Project Costs paid by Grantee before the Bonds are Issued. The Grant cannot be used for Project Costs that were paid more than 60 days before the Date of Issuance of the Bonds.

D. Costs Paid for by Others. Grantee may not use any of the Grant to pay internal costs charged to the Project by Grantee or by Related Parties or to repay the interest owed for any interim financing for the Project.

E. Earnings on Bond Proceeds. Any earnings on proceeds of the Bonds prior to disbursement will be retained by the State of Oregon.

F. Project Changes. The Grantee shall not change the use of the Project, or alter its design, structure, or configuration in any way inconsistent with the currently approved Project, without first requesting and receiving the written consent of OWEB.

G. Project Ownership. The Project will not be leased, subleased, sold, or otherwise transferred without the prior written consent of OWEB and DAS.

H. Private Use. The Grantee shall not, without prior written consent of OWEB, permit more than five percent (5%) of the Project to be used for Private Use by a Private Person if such Private Use could result in the State of Oregon receiving direct or indirect payments or revenues from the portion of the Project to be privately used.



TO: Rockaway Beach City Council

FROM: Daniel Wear, Sustainable Northwest

SUBJECT MEMO: Collaboration with Stimson Lumber to Implement Preferred Management Practices in the Upper Jetty Creek Watershed

DATE: July 9, 2025

Discussion / Analysis

The City of Rockaway Beach (CORB)'s primary water supply comes from Jetty Creek, a stream which originates within a 1,300-acre forested watershed located three miles north of CORB. The watershed itself is owned and managed between two different timber companies, Nuveen Natural Capital (formerly Greenwood Resources) and Stimson Lumber Company (Stimson). Since 2023, CORB has been actively engaged in conversation to support adjustment forest management practices within the watershed. A priority conversation which has taken place with both landowners within the watershed is around the use of herbicides within the Jetty Creek Watershed.

Since 2023, Stimson has maintained a productive dialogue with the City around forest management and herbicide usage in the watershed. As the owner of the upper 750-acres of the watershed, Stimson has shared that there will be limited forest management on the property in the coming 20 years. Forest Management activities that may take place within the watershed include roadside brushing, invasive weed treatments and use of herbicides. During management, Stimson follows all State requirements around herbicide usage, including ensuring the timing of the application in proper weather conditions, ensuring adequate buffers between all herbicide application and waterbodies, and that no aerial application takes place within 60 feet of streams. Additionally, Stimson continues to work with DEQ to test the waterbodies adjacent to herbicide application and have not been notified of elevated levels of chemicals in the waterbodies. Through ongoing communication, Stimson is aware of the City's concern around the use of herbicides and pesticides within the Jetty Creek Watershed and has proactively communicated when potential herbicide application is posed to take place.

During the Summer of 2025, Stimson intends to perform roadside herbicide treatment activities within their Tillamook County holdings, which includes their ownership in the watershed. Stimson has expressed a willingness to work with the City of Rockaway Beach to eliminate the use of herbicide on roads within and adjacent to the Jetty Creek Watershed through the City subsidizing any additional management costs associated with herbicide application.

Management Cost – Transition from Herbicide Use to Mechanical Road Brushing

Stimson has ten and nine-tenths miles of roads within or adjacent to the Jetty Creek Watershed poised for roadside herbicide application this summer. To facilitate transition of their management from herbicide to mechanical brushing, Stimson has estimated a cost of \$950 per road mile, totaling \$10,355 throughout the 10.9 miles on and adjacent to the 750-acre upper watershed.



This outline is shown in Attachment A: Jetty Creek Watershed Plan, which highlights the property owned by Stimson in the watershed, as well as the proposed roads poised to be brushed in 2025. CORB is fully aware that herbicide application is an important part of forest management and that Stimson reserves the right to apply herbicides anywhere outside of the road prism they deem necessary during the life of this agreement.

Recommendation

To ensure that no roadside herbicide application takes place within the Upper Jetty Creek Watershed, CORB should work with Stimson to confirm a payment of \$10,355 to support Stimson's transition to mechanical road brushing within the identified Jetty Creek Boundary and execute a payment to support Stimson's management costs. Doing this ensures that no herbicide will be used for road treatments within the Upper (easternmost) 750-acres of the Jetty Creek Watershed prior to July 2028.

No Action Alternative

If the City does not find it necessary to support the additional management costs associated with mechanically brushing the roads within the Upper (easternmost) 750-acres of the Jetty Creek Watershed, Stimson will implement their standard road management treatments, which include herbicide, to the identified 10.9 miles of roads within and adjacent to the Jetty Creek Watershed. This treatment will take place in accordance with all State requirements, and will take place during the dry season, effectively minimizing the spread of herbicide beyond identified roadside buffers. This management has been monitored by Oregon Department of Environmental Quality, and no findings have been made to indicate an impact on the water quality from herbicide treatment.

Daniel Wear, Senior Forest Program Manager, Sustainable Northwest
CC: Luke Shepard

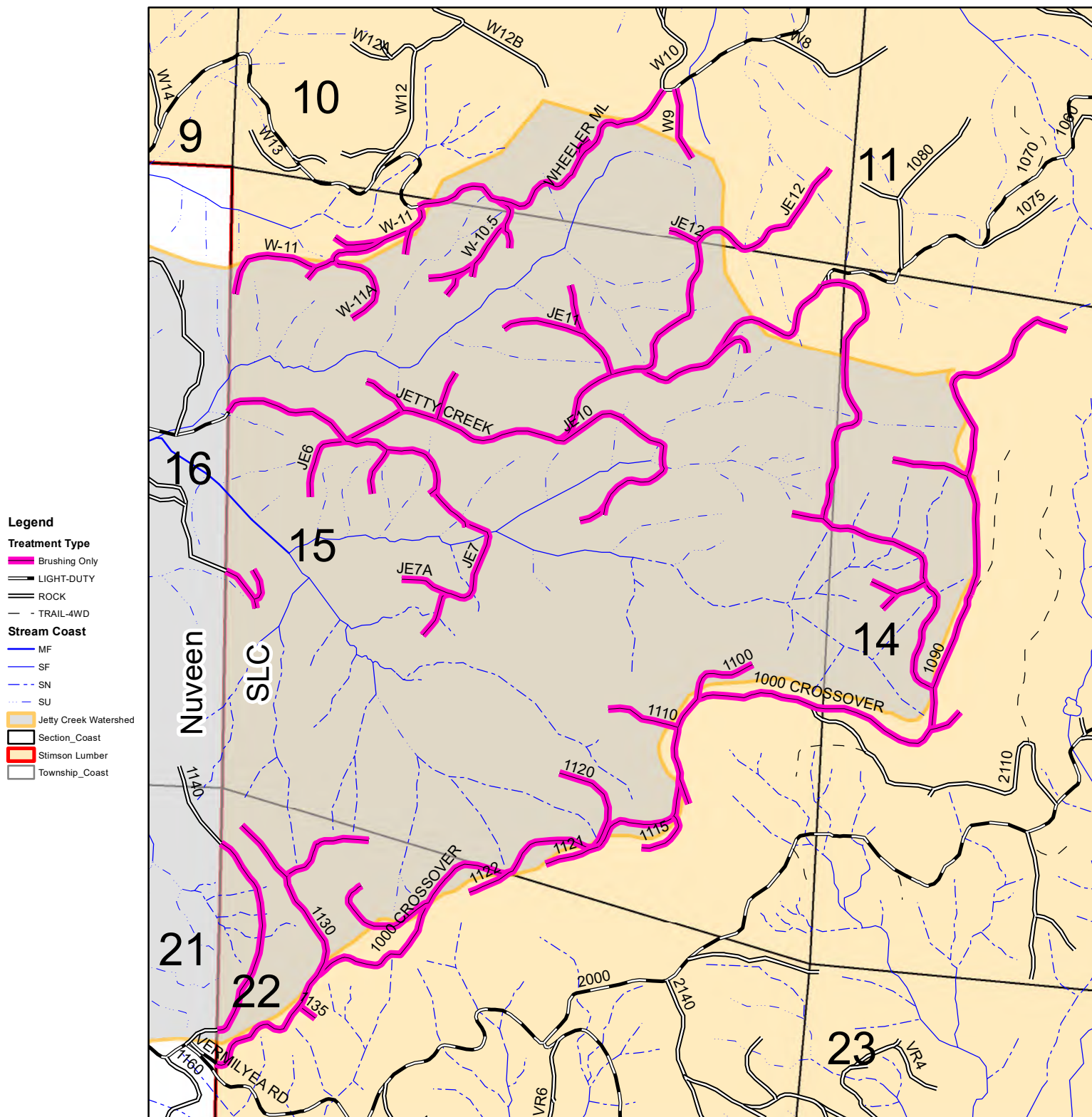
Attachment A: Jetty Creek Watershed Plan

State: OR
 County: TILLAMOOK
 Project: EMERALD
 Tract: ROCKAWAY

Jetty Creek Watershed Plan

Watershed Roads

Township: 2N
 Range: 10W
 Section: 10,11,14,15,22
 Date: 6/6/2025



10.9 Miles Brushing Only Roads

0 320 640 1,280 1,920 2,560 Feet



RESOLUTION NO. 2025-41

A RESOLUTION AUTHORIZING A PAYMENT TO STIMSON LUMBER COMPANY TO SUPPORT MECHANICAL ROAD BRUSHING IN THE UPPER JETTY CREEK WATERSHED IN LIEU OF HERBICIDE APPLICATION

WHEREAS, the City of Rockaway Beach (the “City”) relies on Jetty Creek as its primary water supply, which originates in a 1,300-acre forested watershed located three miles north of the City; and

WHEREAS, the upper 750 acres of the Jetty Creek Watershed are owned and managed by Stimson Lumber Company (“Stimson”), which has engaged in ongoing dialogue with the City regarding forest management practices, including herbicide use; and

WHEREAS, Stimson has identified 10.9 miles of roads within or adjacent to the watershed for treatment and has estimated a cost differential of mechanical brushing at \$950 per mile, totaling \$10,355; and

WHEREAS, the City recognizes the importance of protecting its drinking water source and seeks to support forest management practices that minimize chemical exposure within the watershed.

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

Section 1. The City Council hereby authorizes a payment of \$10,355 to Stimson Lumber Company to support the transition from herbicide application to mechanical road brushing on 10.9 miles of roads within and adjacent to the upper Jetty Creek Watershed.

Section 2. This agreement shall ensure that no roadside herbicide application will occur within the upper 750 acres of the Jetty Creek Watershed prior to July 2028.

Section 3. The City Manager is authorized to execute any necessary agreements and take all actions necessary to implement this resolution.

Section 4. This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 16TH DAY OF JULY 2025.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

RESOLUTION NO. 2025-36

**A RESOLUTION AMENDING RESOLUTION NO. 2025-22 TO CORRECT
A SCRIVENER'S ERROR**

WHEREAS, on May 14, 2025, pursuant to Resolution No. 2025-22, A Resolution Adopting the Budget, Making Appropriations, Imposing the Tax & Categorizing the Tax for the 2025-2026 Fiscal Year, the City Council of the City of Rockaway Beach adopted its budget for fiscal year 2025-26 in the total amount of \$35,329,449; and

WHEREAS, subsequent to that approval and adoption, staff discovered a scrivener's error in Section 1 (Adopting the Budget) of that Resolution No. 2025-22, where the City inadvertently stated a total amount of "\$35,329,499"; and

WHEREAS, the City desires to correct the scrivener's error contained within Resolution No. 2025-22.

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

Section 1. A corrected Resolution No. 2025-22, A Resolution Adopting the Budget, Making Appropriations, Imposing the Tax & Categorizing the Tax for the 2025-2026 Fiscal Year, attached hereto as Exhibit A, is hereby approved, and the Mayor is authorized to sign said corrected resolution.

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 16TH DAY OF
JULY 2025.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

RESOLUTION NO. 2025-22

**A RESOLUTION ADOPTING THE BUDGET, MAKING APPROPRIATIONS,
IMPOSING THE TAX & CATEGORIZING THE TAX FOR
THE 2025-2026 FISCAL YEAR**

THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:

Section 1. ADOPTING THE BUDGET

The City Council of the City of Rockaway Beach City Council hereby adopts the budget for fiscal year 2025-2026 in the total amount of \$35,329,449.

This budget is now on file at the office of the City Manager, Rockaway Beach City Hall, 276 S. Highway 101, Rockaway Beach, Oregon.

Section 2. MAKING APPROPRIATIONS

The amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2025, for the following purposes:

GENERAL FUND 100:

Police Department	647,153
Fire Department	826,780
Administration Department	978,485
Administration Dept. Debt Service	71,025
Administrative Dept. Transfers Out	651,253
Contingency	378,516
TOTAL	<u>\$ 3,553,212</u>

FIRE EQUIPMENT RESERVE FUND 140:

Fire Equipment Program	194,276
TOTAL	<u>\$ 194,276</u>

PROJECT & EQUIPMENT RESERVE FUND 210:

Project & Equipment Program	798,758
TOTAL	<u>\$ 798,758</u>

ROADS & STREETS FUND 300:

Roads & Streets Program	2,224,684
Contingency	333,703
TOTAL	<u>\$ 2,558,387</u>

TRANSPORTATION SYSTEMS DEVELOPMENT FUND 390:

Transportation Systems Development Program	256,759
TOTAL	<u>\$ 256,759</u>

WATER OPERATING UTILITY FUND 400:

Water Program	9,612,722
Transfers	121,323
Contingency	691,173
TOTAL	<u>\$ 10,425,218</u>

WATER MASTER PLAN RESERVE FUND 420:

Water Master Plan Program	890,000
TOTAL	<u>\$ 890,000</u>

WATER IMPROVEMENTS DEBT SERVICE 470

Debt Service	561,750
TOTAL	<u>\$ 561,750</u>

WATER SYSTEMS DEVELOPMENT FUND 490:

Water Systems Development Program	821,934
TOTAL	<u>\$ 821,934</u>

SEWER OPERATING UTILITY FUND 500:

Sewer Program	1,379,257
Transfers	126,823
Contingency	206,889
TOTAL	<u>\$ 1,712,969</u>

SEWER MASTER PLAN RESERVE FUND 520:

Sewer Master Plan Program	484,635
Total	<u>\$ 484,635</u>

WASTEWATER IMPROVEMENTS DEBT SERVICE FUND 560:

Debt Service	360,000
TOTAL	<u>\$ 360,000</u>

SEWER SYSTEMS DEVELOPMENT FUND 590:

Sewer Systems Development Program	1,706,688
TOTAL	<u>\$ 1,706,688</u>

TRANSIENT ROOM TAX FUND 800:

Transient Room Tax Program	2,166,793
Transfers	2,923,342
TOTAL	<u>\$ 5,090,135</u>

TOTAL APPROPRIATIONS ALL Funds.....	\$ 29,414,721
Total Unappropriated and Reserve Amounts, All Funds.....	\$ 5,914,728
TOTAL ADOPTED BUDGET.....	\$ 35,329,449

Section 3. IMPOSING THE TAX

The following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax year 2025-2026:

At the rate of \$0.988 per \$1000 of assessed value for permanent rate tax.

Section 4. CATEGORIZING THE TAX

The taxes imposed are hereby categorized for purposes of Article XI section 11b as:

Subject to the General Government Limitation

Permanent Rate Tax.....\$ 0.988/\$1,000

Section 5. EFFECTIVE DATE

This Resolution shall be effective immediately upon adoption.

APPROVED AND ADOPTED BY THE CITY COUNCIL THE 14TH DAY OF MAY 2025.

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5
Rockaway Beach, OR 97136
503.374.1752

APPLICATION FOR THE CITY OF ROCKAWAY BEACH FOREST STEWARDSHIP PLAN ADVISORY COMMITTEE

APPLICATIONS MUST BE RECEIVED BY END OF DAY ON JULY 8, 2025.

Name: Darlene Johnson

Mailing Address: [REDACTED] Rockaway Beach, OR 97136

Physical Address: [REDACTED] Rockaway Beach

Email Address: [REDACTED]

Phone: [REDACTED]

Do you live within the city limits of Rockaway Beach? Yes ☒ No ☐

Are you part of the Rockaway Beach water system? Yes ☒ No ☐

Will be able to attend Committee meetings during normal business hours? Yes ☒ No ☐

Did you serve on the Source Water Protection Plan

Development Advisory Committee? Yes ☐ No ☒

Signature: [REDACTED]

Date: 7-6-2025

In addition to the information provided above, please submit a resume and letter of interest.

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

Darlene R. Johnson

Rockaway Beach, OR 97136

Cell:

Email:

July 6, 2025

City Council
City of Rockaway Beach
Rockaway Beach, OR

Re: Application for Appointment to the Forest Stewardship Plan Advisory Committee

Dear Members of the Rockaway Beach City Council,

I am writing to express my strong interest in serving on the Forest Stewardship Plan Advisory Committee, established to support the development of a comprehensive, long-term strategy for managing the Jetty Creek Watershed. As a long-time public servant, I bring a unique blend of technical proficiency, leadership, and deep community investment to this role.

My career includes over 30 years of experience in real estate appraisal, property taxation, public administration, and environmental compliance. In my current role as an Appraiser Analyst 4 and ISS7 Business Analyst at the Oregon Department of Revenue, I provide technical guidance on appraising complex industrial properties, including those involving environmental considerations. My work involves analyzing complex legal issues, ensuring equitable property valuations, and delivering expert testimony in legal settings.

Previously, I served as the Deputy Director of Records and Assessment in Hood River County, where I supervised both elections and property appraisal divisions. Earlier in my career, I was the Assessor for Klickitat County, WA, responsible for managing a \$500,000 departmental budget and overseeing the valuation of all real and personal property.


I bring hands-on experience in water policy and land conservation from my tenure as a Water and Budget Committee Member for the City of White Salmon. In this role, I worked alongside legal counsel to negotiate the expansion of water rights to address regional shortages—an experience that directly aligns with the mission of the Forest Stewardship Plan Advisory Committee.

I hold a Doctorate in Business Administration with a Finance Specialty from Nova Southeastern University as well as an MBA from Palm Beach Atlantic College and a BA in Communications with a Psychology minor from Washington State University.

As a full-time resident of Rockaway Beach, I am deeply committed to the health and sustainability of our local ecosystem. I understand the significance of the Jetty Creek Watershed to our drinking water, biodiversity, and long-term community resilience. I believe in evidence-based, inclusive decision-making and am eager to collaborate with residents, city staff, and experts to support this planning process.

Thank you for considering my application to serve on the Forest Stewardship Plan Advisory Committee and lend my skills, experience, and dedication to this vital community effort. I look forward to the opportunity to contribute to the preservation and protection of the Jetty Creek Watershed for generations to come.

Sincerely,

A solid black rectangular box used to redact the signature of Darlene R. Johnson.

Darlene R. Johnson

Darlene R. Johnson

Rockaway Beach, OR

Cell :

Email:

EDUCATION:

April 2005	Nova Southeastern University , Fort Lauderdale, Florida Doctoral of Business Administration , Finance Specialty <i>Dissertation: "Managerial Ownership and Discretionary Disclosure"</i> <i>GPA: 3.89</i>
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December 1997 **Palm Beach Atlantic College**, West Palm Beach, Florida
Master of Business Administration
GPA: 3.92.

December 1987 **Washington State University**, Pullman, Washington
B.A. of Communications, Minor Psychology

EXPERIENCE:

2021 to present	Oregon Department of Revenue, Salem, OR Appraiser Analyst 4, ISS7 Business Analyst Technical expertise for statewide appraisal and assessment program, appraising the largest and most difficult industrial properties to determine the market value for the assessment of property taxes. Provide expert testimony in Court.
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2018 to 2020	<p>Hood River County, Department of Records and Assessment, Hood River, OR</p> <p>Deputy Director, Property Appraiser (2018-2019)</p> <p>Supervise both election and appraisal staff and administrative duty of the office.</p> <p>Administration of all federal, state, county, municipal and special district elections.</p> <p>Administer voter registration in accordance with Oregon election laws.</p>
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2014 to 2018 **Trout Lake School**, Trout Lake, Wa
Substitute Teacher, Substitute teacher for Kindergarten through 12th grade classes.

2011 to present **Friend of Ours, LLC**, Trout Lake, Wa
Managing Partner- Manager for a family owned real estate property company with rental properties in Washington and Oregon.

2010 to 2014 **Klickitat County Assessor**, Goldendale, Wa
Klickitat County Assessor, responsible for the valuation of all real estate and personal property in Klickitat County. Responsible for half million dollar budget and management of 8 employees.

1993 to 2005	Industrial Consulting, Inc., Westroads Investments, Ltd Las Vegas, Nevada, FL President, CEO: Responsible for profit analysis and negotiations of all leases and potential real estate acquisitions and management of 9 employees.
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2000 to 2003 **Florida Atlantic University, Northwood University,** West Palm Beach, Pt St Lucie, FL
Adjunct Faculty: Taught “Fundamentals of Corporate Finance” and Bank Management.
Devise syllabus, lecture, administer grades, and maintain website for the courses.

ADDITIONAL EXPERIENCE:

2013 to 2014	Washington State Association of Assessors , Olympia, Wa Elected IAAO State Representative: Attended IAAO conferences and provided information back to the association.
2008 to 2010	City of White Salmon , White Salmon, Wa Water Committee, Budget Committee Member: Active member of the Water Committee actively working with legal counsel to negotiate additional water rights for the city to alleviate the water shortage issues facing the city. Helped review budget for Council Members and make recommendations
1996 to 2001	Estate of John H. Bothe , Palm Beach Gardens, Florida Personal Representative: Responsible for the appraisal of all holds, sale of property and businesses, distribution of assets, and tax accounting in five different states for a multi-million dollar estate.
1997 to 2002	International Women's Fishing Association , Palm Beach, Florida Web Master: Responsible for web design, and upkeep for the IWFA's website at www.iwfa.org . IWFA is a non-profit corporation that promotes women's fishing, conservation and offers student scholarships for the study of marine conservation.

COMPLETED BUSINESS COURSES:

Graduate Level	Financial Engineering, Financial Institutions, International Finance, Financial Studies Workshop. Financial Decision Making in Business, Organizational Behavior, Information and Decision Sciences, Business and Public Policy, Operations Management, Strategic Decision Making
Master Level Courses	Corporate Finance, Real Estate Management, International Business, Economic Thinking, Advanced Managerial Accounting, Entrepreneurship, Contemporary Leadership Management, Business Strategy and Policy, Promotional Strategy, Organizational Behavior, Quantitative Methods, Management Information System
Management Courses	2014 The Complete Course on How to Supervise People, National Seminars 2014 Developing Your Emotional Intelligence, National Seminars
Appraisal Courses	2010 Thompson Reuters Proval Conference 2010-11 Uniform Standard Professional Appraisal Practice, 15 hours 2011 Sales Study Workshop, Department of Revenue 2011 Current Use, Basic and Advanced, Department of Revenue 2011 Senior Exemption/Deferral Basic and Advanced, Department of Revenue 2011 Basic Levy Training, Senior Levy Training, Department of Revenue 2011 Introduction to Personal Property, Department of Revenue 2012 Basic Appraisal Principals, 30 hours, McKissock 2012 Collection, Interpretation & Model Building, IAAO 112 2012 Fundamental of the Assessor's Office, Department of Revenue 2012 Basic Levy Training, Senior Levy Training, Department of Revenue 2012 Using GIS in Property Assessment, Department of Revenue 2012 Evaluating Residential Construction, Jim Canestaro, Department of Revenue 2012 Washington State Association of County Assessor Conference 2013 Evaluating Commercial Construction, Jim Canestaro, Department of Revenue 2013 Vineyard and Orchard Valuation, Mark Grassel, Department of Revenue 2013 Senior Levy Training, Department of Revenue 2014 Board of Equalization and Board of Tax Appeals Preparation, Department of Revenue



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5
Rockaway Beach, OR 97136
503.374.1752

APPLICATION FOR THE CITY OF ROCKAWAY BEACH FOREST STEWARDSHIP PLAN ADVISORY COMMITTEE

APPLICATIONS MUST BE RECEIVED BY END OF DAY ON JULY 8, 2025.

Name: _____

Mailing Address: _____

Physical Address: _____

Email Address: _____

Phone: _____

Do you live within the city limits of Rockaway Beach? Yes No

Are you part of the Rockaway Beach water system? Yes No

Will be able to attend Committee meetings during normal business hours? Yes No

Did you serve on the Source Water Protection Plan
Development Advisory Committee? Yes No

Signature: _____ Date: _____

In addition to the information provided above, please submit a resume and letter of interest.

*You may submit your application by mail, email or in person at Rockaway Beach City Hall. If sending by email,
please send to cityrecorder@corb.us.*

Nancy Laga Lanyon

Rockaway Beach, OR 97136

City of Rockaway Beach
276 Hwy 101 S / PO Box 5
Rockaway Beach, OR 97136

June 26, 2025

Re: Letter of Interest: Forest Stewardship Plan Advisory Committee

Dear Mayor and City Councilors,

Thank you for considering me to serve as a member of the Rockaway Beach Forest Stewardship Plan Advisory Committee - its undertaking couldn't be more important to me.

I have been active in various aspects of protecting our Jetty Creek Watershed for years, and I attended all meetings of our Jetty Creek Watershed Advisory (SPPDAC). Informing myself about Oregon's natural resource stewardship history, from beach protection, Bull Run watershed establishment, even eastern Oregon public trust and conservation protections, I know that thoughtful, thorough evaluation of project findings is imperative to our watershed's future and stewardship. I have hiked up our watershed and witnessed its devastated habitat.

Our task, to develop a long-term strategy to heal and protect our watershed (and meet OWEB requirements), is to listen - to the Facilitator data as well as our community - and to evaluate. I know the basics of what we need to do and discover: extensive clear-cutting and steep-slope cuts were ill-treated by inappropriate plantings, further soil evaluations are needed regarding spray and stability, and logging road evaluation will address impact on habitat, waterflow and for safety-access. Dollars and dates are involved ... hence, the experts.

Then the hard part kicks in ... What is our vision? We know the outcome must be a healthy, vibrant watershed providing Rockaway Beach with reliable, safe water. What, then, will our community determine is an appropriate spectrum of use? Should the watershed be off-limits? Partial access for hiking, biking, education? A combination, an initial restoration period and then public access? Our vision will be key to our stewardship strategy ... hence, the importance of the attentiveness and understanding by the Advisory of both the Facilitator and what the people of Rockaway want.

The SPPDAC was thoughtful to recognize when questions needed more information, and comments warranted consideration (and so additional meetings). The Forest Advisory will probably involve the same approach - a few learning sessions with the experts (Facilitator), data, costs, timelines. A draft will be created, and that is where I advocate a Town Hall for public review - I believe that will be critical to our decisions.

I want the best panel selected, and that may not include me. I subscribe to various Oregon agency emails regarding natural resources, habitat, forestry, parks and watershed (including OWEB). I'm considering TBCC classes in these subjects, whether I'm on the panel or not. Jetty Creek is one of the most critical steps our City will ever take, which is both exciting and daunting. I can't wait. I will be at every meeting.

Sincerely,
Nancy Laga Lanyon

Nancy Laga Lanyon

Rockaway Beach, OR 97136

Objective: Support of the Citizens and City of Rockaway Beach

Experience: Substitute Teacher Pre-Kindergarten - High School

Neah-Kah-Nie School District 56, OR, Fall 2021 - Present

Lake Co. Regional Office of Education, IL Districts 67/115, 2006 - 2019

Full-time in all subjects including AP and Special Needs Teaching Assistant

2020 U.S. Census Bureau Enumerator, North/Central Oregon Coast

Salem Oregon Area Census Office, U.S. Census Bureau

"Supplemental" Jobs: Hardline (stocking/inventory/cashier); Reservations

Target Corp.; Compass Group (nee Levy Restaurant Group Int'l) for Ravinia Festival venues

Senior Analyst, Pricing Implementation; entry Reservations Sales/Service

United Airlines Revenue Management, Chicago, Illinois, 1991 - 2006

- Primary internal/external contact for United Airlines rules, pricing and policy and systems' quality control; coordinate global passenger waiver policies including 9/11; archivist of mandated anti-trust documentation

- Create, support and implement resources for United products, policies and promotions via industry Global Distribution Systems (GDS) and united.com

- Accomplished annual six-digit cost-savings through creating new resources

- Key Areas: Highest internal security status, sole record-keeper of sensitive governmental compliance information, new systems development consultant

Owner, Great River Graphics; Owner/Publisher/Editor *The Gorge Current*

Hood River, Oregon, 1984 - 1990

- Created, co-owned advertising/publishing business in Pacific Northwest region

- Created, co-owner, reporter, publisher of regional newsweekly *The Gorge*

Current, earned Society of Professional Journalists award; circulation 8,500.

Administrative Assistant of Outside Operations

Mt. Hood Meadows Ski Area, Mt. Hood, Oregon, 1981 - 1983

Year-round admin for business, communications, compliance of all outside operations of largest U.S. day-ski area

Education: University of California at San Diego, B.A. Sociology

Volunteer: City of Rockaway Beach Planning Commission

Active member Tillamook Beekeepers Association, Rockaway Beach Emergency

Preparedness, Radio and CERT, SOLVE Rockaway Beach cleanups,

Salmonberry Trail Foundation

Former member Board of Directors Head Start OR-WA



City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5
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**APPLICATION FOR THE CITY OF ROCKAWAY BEACH
FOREST STEWARDSHIP PLAN
ADVISORY COMMITTEE**

APPLICATIONS MUST BE RECEIVED BY END OF DAY ON JULY 8, 2025.

Name: JEFF WONG

Mailing Address: _____

Physical Address: SAO

Email Address: _____

Phone: _____

Do you live within the city limits of Rockaway Beach? Yes ☒ No ☐

Are you part of the Rockaway Beach water system? Yes ☒ No ☐

Will be able to attend Committee meetings during normal business hours? Yes ☒ No ☐

Did you serve on the Source Water Protection Plan

Development Advisory Committee? Yes ☐ No ☒

Signature: _____

Date: 7/5/2025

In addition to the information provided above, please submit a resume and letter of interest.

*You may submit your application by mail, email or in person at Rockaway Beach City Hall. If sending by email,
please send to cityrecorder@corb.us.*