



# City of Rockaway Beach City Council Workshop Meeting Agenda

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**Date:** Wednesday, February 11, 2026

**Time:** 4:30 PM

**Location:** Rockaway Beach City Hall, 276 Hwy 101 - 2nd Floor Conference Room

**Watch meeting here:** [rockawaybeachoregon.gov/meetings](https://rockawaybeachoregon.gov/meetings)

**Join here to attend remotely on Zoom:**

<https://us06web.zoom.us/j/82554949889?pwd=zKH5ApP96vQ2hcxv0mwofk4jaiWzGB.1>

Meeting ID: 825 5494 9889

Passcode: 026494

Dial by your location

253 215 8782 US (Tacoma)

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

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

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## **1. CALL TO ORDER**

## **2. ROLL CALL**

Mayor: Charles McNeilly

Councilors: Penny Cheek, Kiley Konruff, Tom Martine, Mary McGinnis, Pat Ryan

## **3. COUNCIL BRIEFING/DISCUSSION**

- a. Review of Resolution Adjusting Budget Appropriations (4:31 p.m.)
- b. Review of Romtec Lake Lytle Restroom Contract (4:35 p.m.)
- c. Review of Proposed Amendments to City Charter (4:40 p.m.)
- d. Review of Memorandum of Understanding (MOU) with CARE for Utility Assistance Program (5:00 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](mailto:cityrecorder@corb.us) or 503-374-1752.

- e. Review of Wayside Use Application from Lions Club (5:05 p.m.)
  - f. Review of Wayside Use Application from Rockaway Beach Chamber of Commerce (5:10 p.m.)
  - g. Discussion Regarding Cap Exemption for Accessible Short-Term Rentals (STRs) (5:20 p.m.)
- 4. ADJOURNMENT (5:35 p.m.)**

**RESOLUTION NO. 2026-10**

**A RESOLUTION ADJUSTING APPROPRIATIONS FOR THE  
2025-2026 FISCAL YEAR BUDGET**

**WHEREAS**, the 2025-2026 Fiscal Year Budget was duly authorized and adopted by Resolution on May 14, 2025; and

**WHEREAS**, ORS 294.463 provides that transfers of appropriations may be made within a fund when authorized by ordinance or resolution of the governing body of a municipal corporation; and

**WHEREAS**, the contingency transfer does not exceed 15%, and may therefore be carried through resolution; and

**WHEREAS**, a transfer within the Water Fund from Contingency to Capital Outlay (Sewer Facilities Capital Outlay GL account 7740) is necessary due to unanticipated expenditures related to the need for a sewer camera van (\$25,000) and for jet rodder overhaul (\$20,000); and

**WHEREAS**, a transfer within the General Fund from Contingency to the Administration Department (Utility Assistance Program GL account 6832) is necessary due to unanticipated expenditures related to the need for a utility assistance program.

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

**Section 1.** The City Council of the City of Rockaway Beach hereby authorizes appropriation transfers within the 2025-2026 Fiscal Year Budget Sewer Fund as follows:

<b>Sewer Fund</b>	<b>Original</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised</b>
Contingency	\$ 206,889		\$ 45,000	\$ 161,889
Capital Outlay	\$ 24,000	\$ 45,000		\$ 69,000

**Section 2.** The City Council of the City of Rockaway Beach hereby authorizes appropriation transfers within the 2025-2026 Fiscal Year Budget General Fund as follows:

<b>General Fund</b>	<b>Original</b>	<b>Increase</b>	<b>Decrease</b>	<b>Revised</b>
Contingency	\$ 378,516		\$ 15,000	\$ 363,516
Administration Department	\$ 978,485	\$ 15,000		\$ 993,485

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

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 11<sup>TH</sup> DAY OF  
FEBRUARY 2026.**

APPROVED

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Charles McNeilly, Mayor

ATTEST

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Melissa Thompson, City Recorder



**Preliminary Scope of Supply and Services**  
**Building Supply and Installation**

Project: Lake Lytle Boat Launch Restroom  
Customer: City of Rockaway Beach  
Location: Rockaway Beach, OR  
Date: January 19, 2026



## OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

## KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **1 month**. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **4/1/2026**. This proposal is also based on the following milestone dates:
  - a. Purchase Order executed no later than **February 27<sup>th</sup>, 2026**
  - b. Any relevant Romtec submittal document(s) approved no later than **TBD (within 45 days after purchase)**
  - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **TBD (30 days prior to delivery/mobilization)**
  - d. Romtec site delivery/mobilization to begin no later than **TBD (Q3/Q4 2026)**
  - e. Romtec Installation completed no later than **12/15/2026**

*Note: All site prep activities must be completed (by others) before Romtec can schedule mobilization of the install crew. Any changes to the schedule caused by others or outside of Romtec's control will result in price changes. Any delay to mobilization requires rescheduling based on the availability of Romtec's install crew. Romtec's install crew does not remain on standby during delays caused by others.*

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The approving authority must perform a walk through and sign off immediately upon completion of Romtec's installation scope. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
  1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
  2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.

6. **Site Utilities.** Site utilities (as applicable, electrical, water, gas, and sewer) must be in place and operational prior to Romtec’s mobilization to the site unless otherwise stated herein.
7. **Union workers NOT required for Romtec’s Installation Scope.**
  1. Prevailing Wage required
  2. Compliance with Davis Bacon Act required
  3. **NO** Skilled and Trained Workforce compliance included.
  4. **NO** Project Labor Agreement compliance included.

**This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.**

## 1. Romtec Scope of Supply

### 1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
  - a. Romtec provides the SSDIS in Romtec’s standard electronic submittal format.
  - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
  - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
  - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
  - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
  - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
  - b. The customer’s approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
  - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
  - a. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec’s standard electronic format (and no other, see Section 4.5.6 below). The full plans are for review by the local building department (or relevant permitting authority).
  - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
  - c. Romtec’s standard plan size is 11”x17”.
5. The local building department reviews and comments on the Romtec plans
  - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
  - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans

- a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
  - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
- a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
  - b. Romtec Installer completes installation.
  - c. Romtec's warranty period begins.

## 2. Structure

*The Romtec building package has been quoted with the specific products and colors noted below. Any changes to these selections may result in a price change.*

- 1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
  - a. Block color: **gray**.
  - b. Exterior finish: Fiber cement lap siding.
- 2. Interior finish:
  - a. Interior Restroom walls: Latex epoxy paint, color to be selected by owner from Sherwin Williams standard color chart.
  - b. Interior Floors: Epoxy finish with cove base in restrooms to be integral with flooring.
- 3. Windows: Polycarbonate glazing with marine grade aluminum frames above restroom doors.
  - a. Frames are powder coated **black** with undercoating.
- 4. Doors, frames, and hardware: FRP, primed and painted.
  - a. Hinges: Stainless steel, ball bearing.
  - b. Door Closer(s): Grade 1 heavy duty.
  - c. Kick Plate(s): stainless steel.
  - d. Thresholds and sweeps
  - e. Door stops at each door.
  - f. Door Locks: Grade 2 lever lock with latch guard.
    - i. Restroom doors only: Interconnected lock with occupancy indicator and one-way deadbolt.
    - ii. Restroom doors only: Magnetic locking system.
- 5. Flood barriers: watertight, over each door.
- 6. Roof System
  - a. Glulam beams
  - b. Structural Insulation Panels (SIPS)
    - i. Ceiling Finish: 1x6 tongue and groove decking.
  - c. Cantilever roof extension for covered restroom entries.
  - d. Gutters and downspouts.
  - e. Roofing Finish: Metal Panels
    - i. Fabral, 24-gauge, 1-1/2" SSR 150.
    - ii. Color selected by **owner** from the manufacturer's standard color chart.

## 3. Plumbing Fixtures and Accessories

- 1. Toilet(s): stainless steel, wall mount with exposed, sensor flush valve(s).
- 2. Sink(s): stainless steel, wall mount with sink shields and single, chrome push button faucet(s).
- 3. Grab Bars: Stainless steel, wall mount.
- 4. Trash can: Surface mount, 13-gallon, stainless steel with lid
- 5. Toilet Paper Dispenser(s): Stainless steel, wall mount, vandal resistant, two jumbo rolls.
- 6. Soap Dispenser(s): Stainless steel, wall mount, automatic.
- 7. Backflow preventer located in mechanical room.
- 8. Main water shut-off valve to entire building located in mechanical room.

## 4. Electrical Fixtures

1. Exterior light fixtures
  - a. LED downlight, wall cylinder.
  - b. Controlled by photocell.
2. Interior light fixtures
  - a. LED, 48", ceiling mount, vapor tight.
  - b. Controlled by motion sensor.
3. Red security light.
4. Heater: Surface mount, located in mechanical room only for freeze protection.
5. Mechanical Exhaust: Inline fan(s), ducting, register(s) and mechanical heated intake air.
6. Hand Dryer(s):
  - a. Through-wall, FastAire.
7. Breaker Panel: 200 amp, single-phase, rain tight.
  - a. Sized for Romtec supplied equipment only.

## 2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
  1. Equipment for excavation of foundation and slab.
  2. Installation of forming material for foundation and slab.
  3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
  4. Backfill of Romtec underground utilities.
  5. Placement of rebar.
  6. Pouring of foundation slab.
  7. Sidewalks
- ii. Masonry Walls
  1. Installation of CMU block
  2. Placement of door frames, windows, and vents within CMU walls
  3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
  1. Carpenters' installation of roof framing
  2. Installation of roofing underlayment
  3. Installation of roofing system
- iv. Interior Finish
  1. Painting of interior walls
  2. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
  1. Installation of drain and vent lines
  2. Installation of water lines
  3. Installation of main breaker panel(s)
- vi. Doors and Hardware
  1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
  1. Installation of plumbing fixtures
  2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

### 3. Owner Responsibilities (By Others)

#### 1. Site Preparation (All Structures)

##### 1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

*Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.*

##### 2. Soil Disposal

Romtec is not disposing of any soils from the site.

##### 3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

#### 2. Utilities (All Structures)

##### 1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

*Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.*

##### 2. Electrical Transformer(s), Service Meter(s), and Meter Base(s)

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

##### 3. Electrical Junction Box

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

##### 4. Other Electrical

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

##### 5. Water Line Drain Valves and Sewer Line Back Flow Check Valves

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

#### 3. Site Concrete and Landscaping (All Structures)

##### 1. Landscaping

Romtec is excluding the supply and installation of any landscaping.

#### 4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
  1. All Permits related to construction and installation of Romtec Building
  2. Bonding (unless otherwise stated)
  3. Storm water and/or pollution prevention plans
  4. Erosion control plans
  5. Site specific safety plans
  6. Site specific protection plans
  7. Tree protection plans
  8. Site preparation per geotechnical report
  9. Backfill required for all structures
  10. Additional licenses except for a City Business License, if required
  11. Special inspection services
  12. Rock excavation
  13. Demolition of existing structures
  14. Removal of excavated materials
  15. Site grading or asphalt paving
  16. Masonry pavers
  17. Booster pumps &/or pressure reducing valves
  18. Backflow check valves
  19. Fire alarm & fire suppression equipment
  20. Irrigation Equipment
  21. Gutters and downspouts
  22. Lighting equipment not attached to the building
  23. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s)
  24. Landscaping
  25. Plumbing freeze protection
  26. Site plans
  27. Sidewalks
  28. Construction mock-ups
  29. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
  1. Roof Snow Load: 25 psf
  2. IBC Seismic Design Category: C
  3. Design Wind Speed: 110 mph
  4. Allowable Soil Bearing: 1500 psf
  5. Occupancy Type: U
  6. Type: VB
5. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.
6. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.
7. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.

*Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.*

## 4. Warranty and Limitations

### 1. Warranty

1. Please review the Romtec warranty by clicking the link below:  
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

### 2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

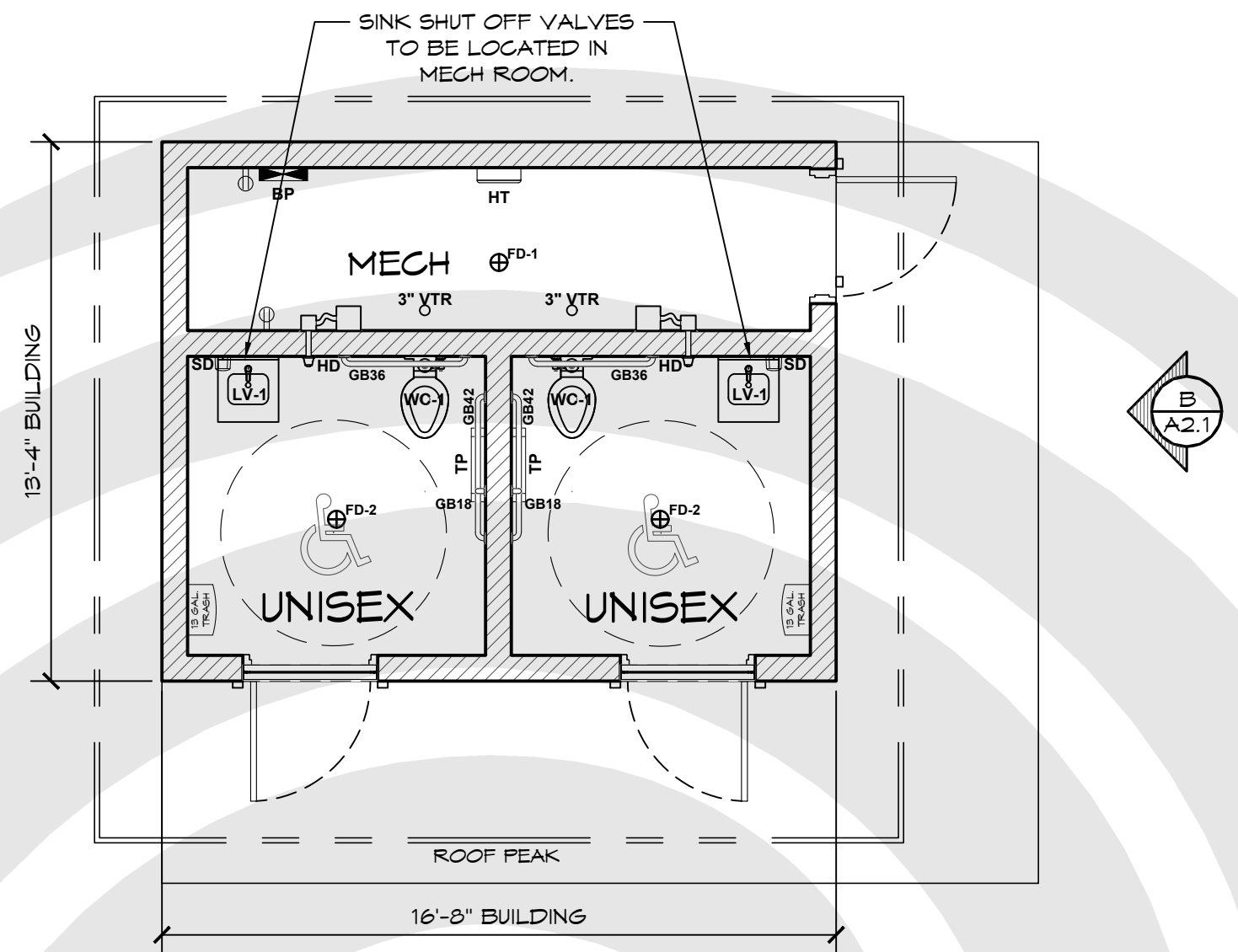
**PRELIMINARY**

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	3
	INTERIOR CEILING LIGHTS	3

WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



**1 FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

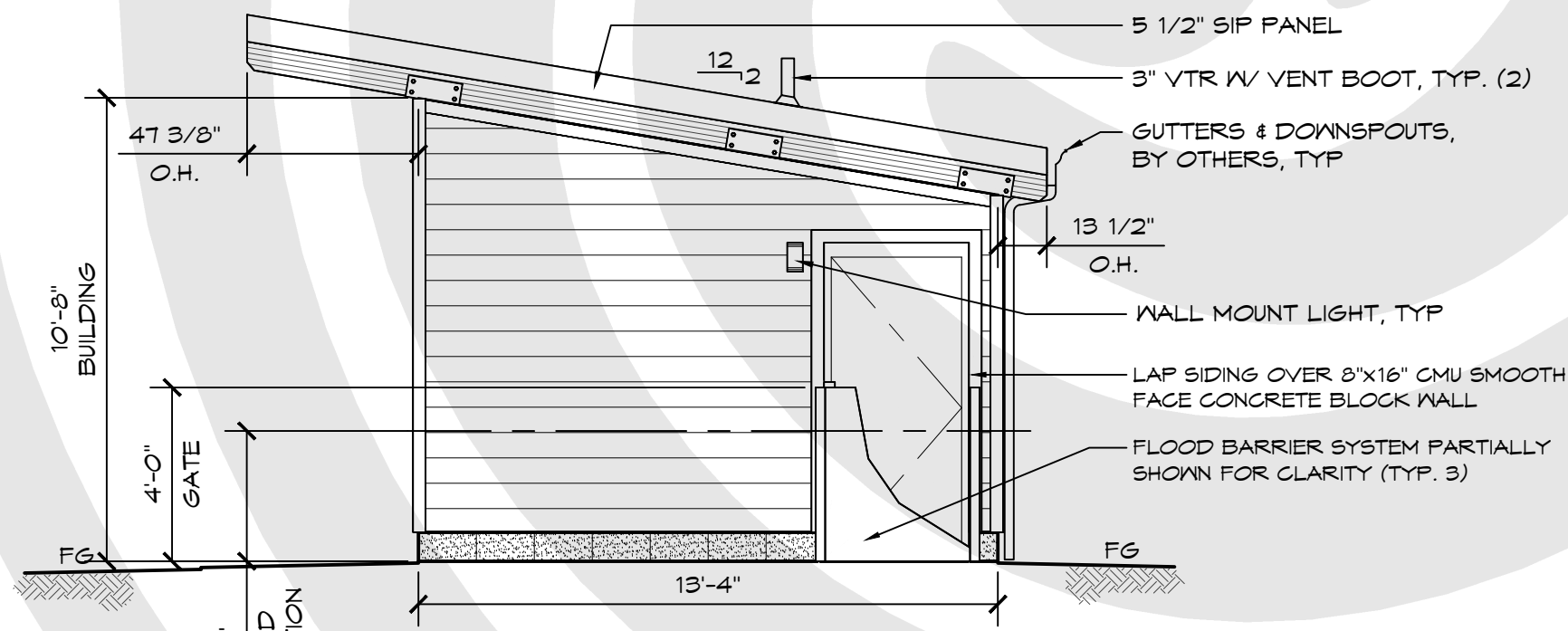
PROJECT: LAKE LYTLE BOAT LAUNCH  
ROCKAWAY BEACH, OREGON  
SHEET TITLE: FLOOR PLAN

PROJECT #:	2505	
DATE:	10/04/24	
DRAWN BY:	NP	
REV.	DATE:	BY:
REVISIONS:		
SHEET NO.	01	

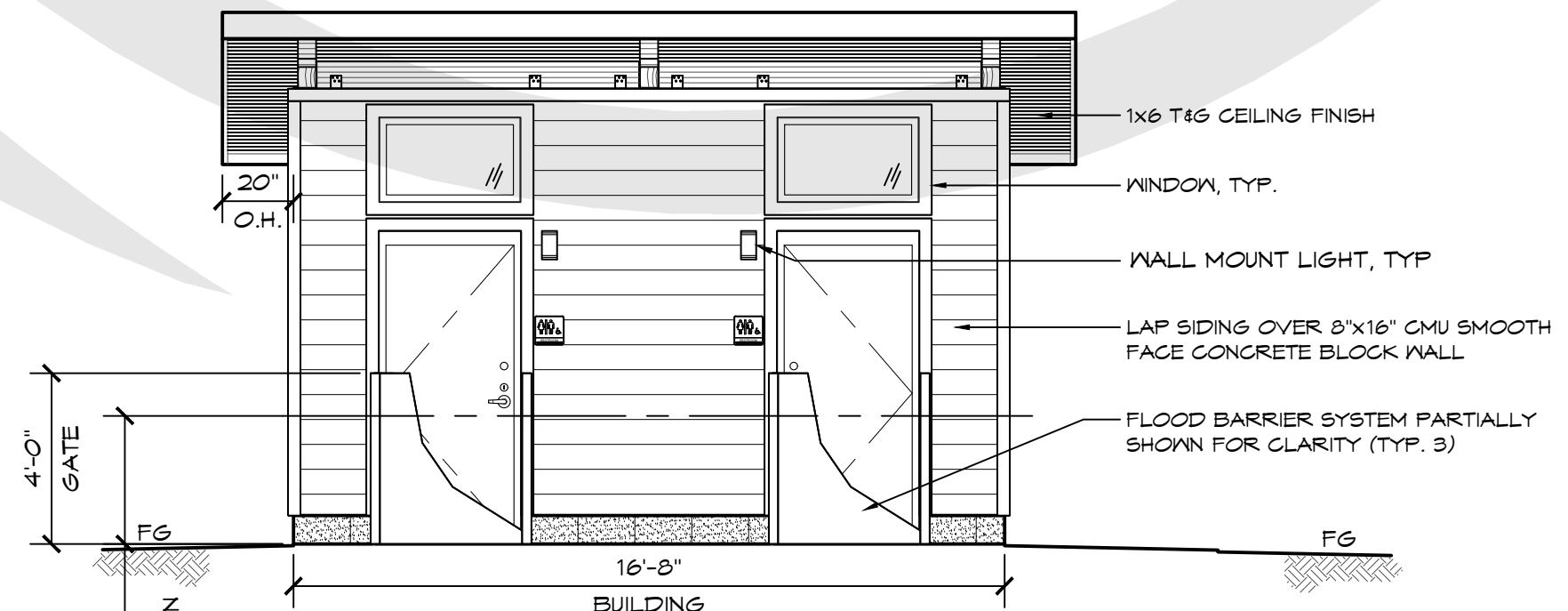
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**B** ELEVATION VIEW  
SCALE: 1/4" = 1'-0"



**C** BUILDING ELEVATION VIEW  
SCALE: 1/4" = 1'-0"

PROJECT: LAKE LYTLE BOAT LAUNCH  
ROCKAWAY BEACH, OREGON  
SHEET TITLE: ELEVATION VIEW

PROJECT #:	2505	
DATE:	10/04/24	
DRAWN BY:	NP	
REV.	DATE:	BY:
REVISIONS:		
SHEET NO.	02	

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# PURCHASE AGREEMENT



18240 North Bank Rd.  
 Roseburg, OR 97470  
 P: 541-496-3541  
 F: 541-496-0803  
 E: service@romtec.com

<b>Proposal Date</b> 1/19/2026
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#052725-RMT

## Lake Lytle Boat Launch Restroom

Customer: City of Rockaway Beach  
 Mary Mertz  
 276 S Hwy 101  
 Rockaway Beach, OR 97136



Quantity	Building Proposal Description	Extended Price
1	Romtec Restroom Building - "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 1/19/2026	\$ 146,046.00
<b>Sourcewell DISCOUNT: Available only to members of Sourcewell.</b>		<b>9.00% \$ (13,145.00)</b>
<b>Freight/Packaging to: Rockaway Beach, OR</b>		<b>\$ 5,140.00</b>
	Restroom Building "Installation" per Romtec Drawings and Scope of Supply & Services dated 1/19/2026	\$ 164,566.00
<b>ROMTEC INC. PURCHASE ORDER TOTAL</b>		<b>\$ 302,607.00</b>

**\*Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

\*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

\*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

\*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice. The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times. The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	

## Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing beginning at the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of Romtec's obligations under the purchase agreement until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

## Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:  
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that agreement.
12. Notwithstanding any other terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement documents shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.

13. Unless another specific time period is agreed in writing, the Romtec warranty period begins upon Romtec's completion of installation work and demobilization from the project site.
14. In the event that for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization for installation work, Romtec may, in Romtec's sole discretion, agree to delay the warranty start date for the delivered goods for up to six (6) months from the delivery date. The Customer (or Customer's receiving agent) remains responsible for protection and preservation of delivered goods while the goods are not in Romtec's possession.
15. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty on delivered goods that Romtec has been prevented from installing later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

## Changes, Delays, and Termination

16. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
17. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
18. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal, full plan set, or construction submittals from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
19. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
20. Customer agrees that the project schedule will be adjusted as needed for any changes.
21. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot complete the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to these terms therein.
22. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its Convenience per the terms defined herein.
23. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the terms defined herein.
24. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as quickly as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.

- a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDIS): 30% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
  - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of supply portion of the contract value plus 25% of the installation portion of the contract value.
  - c. Termination after Customer formally releases Romtec to begin production of the order, but prior to Romtec's mobilization for installation work: 100% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
  - d. Termination after Romtec has mobilized for installation work: 100% of the supply portion of the contract value plus payment for any installation work completed prior the termination, payment for any installation materials procured prior to the termination, and payment for Romtec' demobilization and administrative costs.
  - e. In any case, the total payment due for termination shall not exceed the total agreed purchase price, inclusive of any agreed change orders.
25. Any other agreed termination terms notwithstanding, in any event the Customer shall pay Romtec upon request no less than the amount due for work completed prior to any termination.

### **Project Schedule**

- 26. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
- 27. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
- 28. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
- 29. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
- 30. If Romtec's installation work is delayed or suspended for any reason beyond Romtec's control, and Romtec agrees to adjust the project schedule, the project schedule shall be adjusted in accordance with the availability of Romtec's installation crew(s).

### **Shipping and Handling**

- 31. For goods that Romtec will deliver to Romtec's installer at the final installation site, Romtec will remain responsible for all goods while the goods are in Romtec's possession. If for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization to the site, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility) unless other shipping terms are specifically included in the purchase agreement.
- 32. Unloading is by the receiver, which is typically the Romtec installer. In the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, then neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
- 33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. Typically, Romtec will deliver goods to Romtec's installer at the project site. However, in the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, Romtec is not responsible for determining the means and methods for unloading.
- 34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

- 35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components that are in the Customer's possession per the recommendations of the component manufacturer.
- 36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
- 37. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
- 38. Romtec does not have capacity for long-term storage of completed goods. In the event of any delay to Romtec's mobilization or delivery to the project site, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
- 39. Regardless of any delay to Romtec's mobilization or shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
- 40. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

### **Insurance**

- 41. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
  - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
  - b. Automobile: \$1 million (any auto, owned, rented, not owned)
  - c. Installation Floater: \$2 million
  - d. Umbrella/Excess: \$5 million
- 42. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
- 43. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

### **General**

- 44. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDIS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
- 45. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
- 46. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
- 47. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
- 48. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
- 49. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.
- 50. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any

case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.

51. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
52. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
53. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
54. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



18240 NORTH BANK ROAD  
 ROSEBURG, OR 97470  
 Phone: 541-496-3541  
 Fax: 541-496-0803

# Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

## **Customer/Contractor Info**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ AP Phone: \_\_\_\_\_ AP Email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_ Tax Exempt?  No  Yes (Please provide certificate)

## **Project Info**

Project Name: \_\_\_\_\_ Government Agency: \_\_\_\_\_

Project Main Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **Prime Contractor (General Contractor)**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Owner**

Org Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Project Bond Info** - If Project is Bonded, please provide a copy

Bonding Company: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Bond No.: \_\_\_\_\_ Underwriter: \_\_\_\_\_ Fax: \_\_\_\_\_



18240 NORTH BANK ROAD  
ROSEBURG, OR 97470  
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# Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

## **Customer/Contractor Info**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ AP Phone: \_\_\_\_\_ AP Email: \_\_\_\_\_

Federal ID No.: \_\_\_\_\_ Tax Exempt?  No  Yes (Please provide certificate)

## **Project Info**

Project Name: \_\_\_\_\_ Government Agency: \_\_\_\_\_

Project Main Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Site Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

## **Prime Contractor (General Contractor)**

Company Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Owner**

Org Name: \_\_\_\_\_ Year Established: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

## **Project Bond Info** - If Project is Bonded, please provide a copy

Bonding Company: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Bond No.: \_\_\_\_\_ Underwriter: \_\_\_\_\_ Fax: \_\_\_\_\_

## Charter Amendment Timeline & Election Referral Process

Feb - March 2026	Council reviews timeline for Charter Amendment. Council reviews and discusses proposed amendments to Charter. Council initial consensus reached
April 2026	Proposed amendments posted and public comment requested
May 13, 2026	Council reviews public comments and provides consensus on Charter amendments in Workshop
June 10, 2026	Council calls for Election on Charter amendment and files ballot title and Explanatory Statement by Resolution (Deadline to file ballot title or referral text with City Recorder is August 14, 2026 – 81 <sup>st</sup> day before election)
June 11, 2026	City Recorder posts ballot title on web and sends Ballot Title to Headlight Herald for publication (Voter who is dissatisfied with ballot title can petition circuit court for review within 7 days after ballot title filed.)
June 23, 2026	Ballot Title publication in Headlight Herald
September 3, 2026	Deadline for City Recorder to file SEL 802 final ballot title with County Clerk (61 <sup>st</sup> day before election)
November 3, 2026	Measure on ballot at General Election
November 30, 2026	Election results abstract due from County Clerk (27 <sup>th</sup> day after election)
December 14, 2026	City Recorder deadline to canvass vote and proclaim election results
January 1, 2027	New Charter effective date

## Rockaway Beach City Council

Normal Term	Vacancy or Appointment Date	Position #	Name	On the Ballot	Effective Date	Expiration Date	2026 Election Term	2028 Election Term	2030 Election Term (stagger fixed)
<b>Mayor</b>									
2 year		Mayor	Charles McNeilly	2026	1/15/2025	1/14/2026	2 year	2 year	2 year
<b>City Councilors</b>									
4 year		1	Mary McGinnis	2028	1/15/2025	1/10/2029	not on ballot	4 year	not on ballot
		2	Thomas R. Martine	2028	1/15/2025	1/10/2029	not on ballot	4 year	not on ballot
		3	Kiley Konruff	2028	1/15/2025	1/10/2029	not on ballot	4 year	not on ballot
	Appointed 07/16/2025	4	Patrick (Pat) Ryan	2026	7/16/2025	1/13/2027	4 year	not on ballot	4 year
		5	Penelope (Penny) Cheek	2028	1/15/2025	1/10/2029	not on ballot	2 year	4 year

<b>Charter Amendment on Ballot</b>
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CHARTER

CITY OF ROCKAWAY BEACH

PREAMBLE

We, the voters of Rockaway Beach, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Charter to guide our City Government.

Chapter I

NAMES AND BOUNDARIES.

Section 1. Title. This charter may be referred to as the Rockaway Beach City Charter ~~of 2027. and the~~ The city shall be known as Rockaway Beach, Oregon.

Section 2. Boundaries. The city includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Chapter II

POWERS

Section 3. Powers. The city has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers.

Section 4. Construction. The charter shall be liberally construed so that the city may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 5. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the council except as the charter otherwise provides. The council has legislative, administrative and quasi-judicial authority. The council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The council may not delegate its authority to adopt ordinances.

Chapter III

COUNCIL

Section 6. Council. The council consists of a mayor plus five voting councilors nominated and elected from the city at large.

Section 7. Mayor. The Mayor shall preside over all meetings and deliberations of the City Council and be privileged to all City business. The Mayor shall nominate for appointment by a majority of the Council, Liaison Councilors, members of all committees, ~~heads of departments~~, other persons as required by the Council, laws, rules or ordinances. The Mayor has no right to vote and has no veto power. The Mayor is entitled to vote only when a tie vote of the council occurs. The Mayor shall preserve order, enforce ordinances and

**Commented [MT1]:** Not applicable in City Manager-Council form of government.

**Commented [MT2]:** Moved here from below for clarity.

Council rules, determine the order of business, and shall be responsible for the efficient, legal and orderly conduct of City business. The Mayor shall sign all warrants and all legal documents approved by the Council and shall be an ex-officio member of all boards and commissions of the City. The Mayor shall, annually or semiannually, communicate a general statement of the condition of the affairs of the City of Rockaway Beach and recommend the adoption of such measures as the Mayor may deem expedient and proper. ~~The Mayor is entitled to vote only when a tie vote of the council occurs.~~

**Commented [MT3]:** Moved within section for clarity.

The mayor serves as the political head of the city government.

TERM OF MAYOR'S OFFICE. The term of office shall be two (2) years.

Section 8. Council President. At its first meeting each year, the council must elect a president from its membership. The president presides in the absence of the mayor and acts as mayor when the mayor is unable to perform duties.

Section 9. Rules. The council must by resolution adopt rules to govern its meetings.

Section 10. Meetings. The Council shall meet in the City regularly at least once each month at a time and place designated by ordinance, and may meet at other times in accordance with the ordinances.

Section 11. Quorum. A quorum shall consist of three of the five voting council members, and such quorum is necessary in order to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by council rules. ~~At least three affirmative votes are necessary to pass an ordinance.~~

**Commented [MT4]:** Legal edit. This repeats Section 15(a) and (b). This is misplaced in this section regarding quorum.

Section 12. Vote Required. The express approval of a majority of a quorum of the council is necessary for any council decision, except when this charter requires otherwise.

Section 13. Record. A record of council meetings must be kept in a manner prescribed by the council rules.

#### Chapter IV LEGISLATIVE AUTHORITY

Section 14. Ordinances. The council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state "The City of Rockaway Beach ordains as follows:".

Section 15. Ordinance Adoption.

(a) Except as authorized by subsection (b), adoption of an ordinance requires approval by three voting councilors at two meetings.

(b) The council may adopt an ordinance at a single meeting by the approval of at least three voting councilors, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

(c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the council adopts the ordinance at that meeting.

(d) After the adoption of an ordinance, the vote of each member must be entered into the council minutes.

(e) After adoption of an ordinance, the city custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 16. Effective Date of Ordinances. Ordinances normally take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

#### Chapter V ADMINISTRATIVE AUTHORITY

Section 17. Resolutions. The council will normally exercise its administrative authority by approving resolutions. The approving clause for resolutions may state "The City of Rockaway Beach resolves as follows:".

##### Section 18. Resolution Approval.

(a) Approval of a resolution or any other council administrative decision requires approval by the council at one meeting.

(b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the council adopts the resolution at that meeting.

(c) After approval of a resolution or other administrative decision, the vote of each member must be entered into the council minutes.

(d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 19. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

#### Chapter VI QUASI-JUDICIAL AUTHORITY

Section 20. Orders. The council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Rockaway Beach orders as follows:".

##### Section 21. Order Approval.

(a) Approval of an order or any other council quasi-judicial decision requires approval by the council at one meeting.

(b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the council adopts the order.

(c) After approval of an order or other council quasi-judicial decision, the vote of each member must be entered in the council minutes.

(d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 22. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

## Chapter VII ELECTIONS

Section 23. Councilors. The term of a councilor in office when this charter is adopted is the term for which the councilor was elected. ~~At each general election after the adoption, three councilors will be elected for four-year terms. At the 2028 general election, Council Position 1, Council Position 2, and Council Position 3 will each be elected for four-year terms, and Council Position 5 will be elected for a two-year term. Except as otherwise provided in this charter, at subsequent elections, councilors will be elected for four-year terms, such that the election cycle shall be staggered with either three or two council positions being elected.~~

**Commented [MT5]:** Corrects the staggering of councilor elections.

Section 24. Mayor. The term of the mayor in office when this charter is adopted continues until the next general election. At ~~every other each~~ general election after the adoption, a mayor will be elected for a two (2) year term.

**Commented [MT6]:** Corrects error.

Section 25. State Law. City elections must conform to state law except as this charter or ordinances provide otherwise. All elections for city offices must be nonpartisan.

Section 26. Qualifications for Elective Office. ~~A Person shall be eligible for an elective office of the City if at the time of election he/she is a qualified elector within the City for twelve continuous months immediately preceding the election and remains so during the term of office to which elected. The Council shall be final judge of the qualifications and election of its own members.~~

**Commented [MT7]:** Duplicate text deleted and reorganized in subsection (a) below.

(a) The mayor and each councilor must be a qualified elector under state law within the city for twelve continuous months immediately preceding the election and remains so during the term of office to which elected, and reside within the city for at least one year immediately before election or appointment to office.

(b) No person may be a candidate at a single election for more than one city office.

(c) Neither the mayor nor a councilor may be employed by the city.

(d) The council is the final judge of the ~~election and~~ qualifications of its members for elective office.

**Commented [MT8]:** Edited for clarity.

Section 27. Nominations. The council must adopt an ordinance prescribing the manner for a person to be nominated to run for mayor or a city councilor position.

Section 28. Terms. The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 29. Oath. The mayor and each councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 30. Vacancies. The mayor or a council office becomes vacant:

(a) Upon the incumbent's:

(1) Failure to qualify for the office within 10 days of the time the term of office is to begin;

(3) Ceasing to reside in the city,

(4) Ceasing to be a qualified elector under state law,

(5) Conviction of a public offense punishable by loss of liberty,

(6) Resignation from the office, or

(7) Removal under Section ~~3332~~(i).

(b) Upon declaration by the Council of the vacancy in case of the incumbent's:

(1) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for his or her term of office to begin,

(2) Absence from the City for 30 days without the Council's consent or from all meetings for a sixty day period.

(c) Upon declaration by the council after the incumbent's:

(1) Failure to qualify for the office within 10 days of the time the term of office is to begin;

(3) Ceasing to reside in the city,

(4) Ceasing to be a qualified elector under state law,

(5) Conviction of a public offense punishable by loss of liberty,

(6) Resignation from the office, or

(7) Removal under Section ~~3332~~(i).

Section 31. Filling Vacancies. A vacancy in the Council shall be filled by appointment by a majority of the Council. In this matter the Mayor is considered to have a vote. The appointee's term of office runs from the time of his or her qualifying for the office after appointment until expiration of the term of the predecessor who has left the office vacant. If the vacancy is filled more than ninety days before the next general election, the

Commented [MT9]: Corrects error.

appointee's term of office runs only until the first Council meeting in the year immediately following the election, and at that election a member shall be elected to fulfill the unexpired term. During a temporary, (in excess of sixty days) absence or disability period where an elected officer cannot perform his/her duties, the office may be filled pro **tern-tem** in the manner provided for filling vacancies adopted by Council rules ordinance.

Commented [MT10]: Corrects error.

Chapter VIII  
APPOINTIVE OFFICERS

Section 32. City Manager.

(a) The office of city manager is established as the administrative head of the city government. The city manager is responsible to the mayor and council for the proper administration of all city business. The city manager will assist the mayor and council in the development of city policies, and carry out policies established by ordinances and resolutions.

(b) A majority of the council must appoint and may remove the manager. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

(c) The manager need not reside in the city.

(d) The manager may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the council. The council must fill the office by appointment as soon as practicable after the vacancy occurs.

(e) The manager must:

- (1) Attend all council meetings unless excused by the mayor or council;
- (2) Make reports and recommendations to the mayor and council about the needs of the city;
- (3) Administer and enforce all city ordinances, resolutions, franchises, leases, contracts, permits, and other city decisions;
- (4) Appoint, supervise and remove city employees;
- (5) Organize city departments and administrative structure;
- (6) Prepare and administer the annual city budget;
- (7) Administer city utilities and property;
- (8) Encourage and support regional and intergovernmental cooperation;
- (9) Promote cooperation among the council, staff and citizens in developing city policies, and building a sense of community;
- (10) Perform other duties as directed by the council;

(11) Delegate duties, but remain responsible for acts of all subordinates.

(f) The manager has no authority over the council or over the judicial functions of the municipal judge.

(g) The manager and other employees designated by the council may sit at council meetings but have no vote. The manager may take part in all council discussions.

(h) When the manager is temporarily disabled from acting as manager or when the office of manager becomes vacant, the council must appoint a manager pro tem. The manager pro tem has the authority and duties of manager, except that a pro tem manager may appoint or remove employees only with council approval.

(i) No council member may directly or indirectly attempt to coerce the manager or a candidate for the office of manager in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the council after a public hearing. In council meetings, councilors may discuss or suggest anything with the manager relating to city business.

Section 33. Appointed Officers. The duties required of persons appointed to fill offices established by the Council shall be as prescribed in the applicable ordinance, resolution, job/position description, contract or service agreement adopted by the Council when appointing persons to those offices.

Section 34. City Attorney. The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney.

Section 35. Municipal Court and Judge.

(a) A majority of the council may appoint and remove a municipal judge and any judge pro tempore. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

Judicial Qualifications.

(a) A majority of the council may appoint and remove a municipal judge. A municipal judge will hold court in the city at such place as the council directs. The court will be known as the Municipal Court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(b) All proceedings of this court will conform to state laws governing justices of the peace and justice courts.

(c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.

(d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.

(e) The municipal judge may:

- (1) Render judgments and impose sanctions on persons and property;
- (2) Order the arrest of anyone accused of an offense against the city;
- (3) Issue and compel obedience to subpoenas;
- (4) Compel witnesses to appear and testify; (6) Penalize contempt of court;
- (5) Issue processes necessary to enforce judgments and orders of the court;
- (6) Perform other judicial and quasi-judicial functions assigned by ordinance.

(f) The council may appoint and may remove municipal judges pro ~~tertem~~.

Commented [MT11]: Corrects error.

(g) The council may transfer some or all of the functions of the municipal court to an appropriate state court.

#### Chapter IX PERSONNEL

Section 36. Compensation. The council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section 37. Merit Systems. The council by resolution will determine the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness.

#### Chapter X PUBLIC IMPROVEMENTS

Section 39. Procedure. The council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance.

Section 40. Special Assessments. The procedure for levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

#### Chapter XI MISCELLANEOUS PROVISIONS

Draft Amendments to Rockaway Beach Charter 2009

Section 41. Debt. City indebtedness may not exceed debt limits imposed by state law. A Charter amendment is not required to authorize city indebtedness.

Section 42. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 43. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 44. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter.

Section 45. Time of Effect. This charter takes effect, ~~January 14, 2009~~ January 1, 2027.



## Memorandum of Understanding for Utility Assistance Program

Between City of Rockaway Beach and CARE Inc.

This Memorandum of Understanding establishes that the City of Rockaway Beach (City) and Community Action Resource Enterprises, Inc. (CARE) will work in partnership to provide quality utility assistance services for Rockaway Beach residents seeking assistance with their water/sewer bills. The parties agree as follows:

City will provide funds upfront to CARE for operating the program, including utility assistance funds and administrative cost funds.

CARE will hold City provided funds for the program and be responsible for processing assistance paperwork servicing Rockaway Beach residents.

CARE will notify the City utility billing department of approved applications and will submit payment to the City of Rockaway Beach for each approved application's assistance.

CARE will review applications and disperse funds as follows:

- Residents will fill out an Intake Form.
- Access to funds will be limited to two times per year.
- Limit assistance per billing cycle to City-mandated limits, currently: Inside city limits \$155 (max \$310 per year) - In City Water Only \$78 (max \$156 per year) - Outside city limits Water Only \$75 (max \$150 per year)
- Services are open to all Rockaway Beach residents with a shut-off notice.
- CARE intake, servicing and financial reporting costs to be paid by the City will be \$50 per processed application.
- CARE to provide monthly fund balance statement to City for any month with fund activity by no later than the 25<sup>th</sup> of the following month.
- This agreement can be terminated by either party with 30 days' notice with a final reporting and fund reconciliation occurring within 45 days.

---

CARE Inc.  
Date:

---

City of Rockaway Beach  
Date:



# City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5  
Rockaway Beach, Oregon 97136  
(503) 374-1752 FAX (503) 355-8221  
www.corb.us \* cityhall@corb.us

## APPLICATION USE PERMIT FOR CITY WAYSIDE or ANCHOR STREET PARK

Submit Completed Application in person or via email cityhall@corb.us

Choose One:  City Wayside

Anchor Street Park – Event Area Only

Portable Restrooms will be provided at event

Dumpster will be provided at event

Organization Name: ROCKAWAY LIONS CLUB

Contact Person: JERRY STANFILL

Address: [REDACTED] State: OR Zip: 97136

Phone #: [REDACTED] Email: \_\_\_\_\_

Deposit Paid: \_\_\_\_\_ Date: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Date(s) of Event: SEE LIST Times of Event: VARIOUS

Estimated # of People Attending: 100 Number of Vendors: 1

Contact Person(s): JERRY STANFILL

Contact Phone Number(s): [REDACTED]

Contact Email: [REDACTED]

If traffic control is needed, please explain: \_\_\_\_\_

Incomplete applications will not be forwarded to City Council for approval.

USE REGULATIONS: BENSON INS ON FILE

1. \$2,000,000 General Liability Insurance listing the City of Rockaway Beach as an additional insured is required. Insurance should be per occurrence and should not be an aggregate.
2. \$300.00 cleaning deposit will be paid at time of application. Deposit will be retained if the site is not cleaned adequately, and if there is damage to City property, including barricades, restrooms, benches, tables, play equipment, etc.
3. Hours of availability are between 7:00 AM and 10:00 PM.
4. Property must be clean and cleared of all trash, papers, cans, bottles, etc. This includes the perimeter area.

5. Property to be barricaded by applicant. Arrangements for barricades to be made with Public Works by applicant. Public Works: 503-374-0586.
6. Any property damage during event is the responsibility of the applicant.
7. No stakes, nails or any pavement or fixture penetrating device will be used to tie down canopies, tents, etc.
8. Any markings denoting spaces shall be done in street chalk.
9. Application must be submitted 45 days prior to the event.
10. Must attach a drawing denoting area of Wayside or Anchor St. Park which will be used and manner of use.
11. Contact Tillamook County Dispatch for after-hours concerns: 503-815-1911.
12. Anchor Street Park Only: Applicant to ensure restrooms, playground and parking outside of event space remains open and accessible by the general public.
13. Deposit to be returned only after post event inspection and authorization from Public Works Department.

**APPLICANT:** I have read and understand my, or my organization, responsibility regarding these City facilities, and will adhere to the rules set forth.

[Redacted Signature]

Signature of Applicant

1-13-2026

Date

**FOR OFFICE USE ONLY**

**Pre-Event**

Date Received: 1/13/2026 Received by: LR

Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Cash/Check # \_\_\_\_\_

Insurance  Drawing/Map  Pre-Event Inspection  Deposit Collected  Dumpster Required  Portable Restroom Required

**Post-Event**

\$300.00 check # 4135

Date approved by City Council \_\_\_\_\_

Disposition of Deposit: \_\_\_\_\_

Deposit Returned Date: \_\_\_\_\_

Amount Retained: \_\_\_\_\_ (Work order and invoice attached)

Post-Event Inspection: Authorized to return deposit  Yes  No PW Signature: \_\_\_\_\_



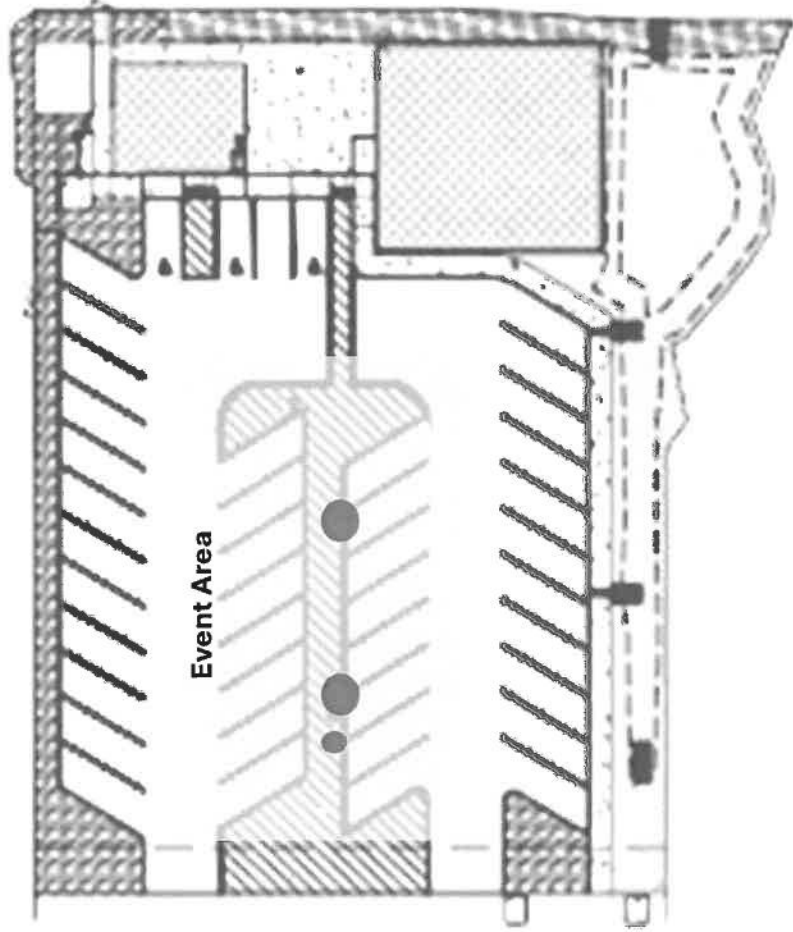
# Anchor Street Park

Rockaway Beach, Oregon

EVENT SPACE

● ELECTRICAL

● WATER



S. Anchor Street

ROCKAWAY LION'S CLUB WENNIE WAGON DAYS  
FOR THE WAYSIDE FOR 2026

MAY Friday 22nd Saturday 23rd Sunday 24 Monday 25th MEMORIAL DAY

TO ALL DAYS + WEEK ENDS  
↓

September 2026

Friday 4th Saturday 5th Sunday 6th Monday 7th LABOR DAY

TX

ROCKAWAY LION'S CLUB

WE WILL NEED 3 EXTRA DAYS FOR SPECIAL EVENTS

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/16/2026

**PRODUCER**  
Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURED**  
Rockaway Lions Weenie Wagon 268 S Anchor St  
Rockaway Beach, OR 97136

**INSURERS AFFORDING COVERAGE**

**NAIC #**

INSURER A: Hiscox Insurance Company Inc

10200

INSURER B:

INSURER C:

INSURER D:

INSURER E:


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> <b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P105.953.725.1	1/15/2026	1/15/2027	EACH OCCURRENCE \$ 2,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 2,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Rockaway Beach, its Officers, Agents and Employees are included as additional insured in regard to Liability arising out of the operations of the named insured per policy provisions in regard to the Lions Weenie wagon at the Rockaway Beach Wayside.

**CERTIFICATE HOLDER**  
 City of Rockaway Beach  
 PO BOX 5  
 Rockaway Beach OR 97136

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE 



# Event Application Staff Review

Organization Name: Lions Club

Event: Weenie Wagon

Date(s): 05/22/2026 through 09/07/2026 -- per Jerry, they would like to be set up the entire time without tear down in between operation dates

Drawing/Map clearly denoting event set-up including: portable restrooms, dumpsters, barricades, vendors, etc.

Comment/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated # of People Attending: 100 (as per the application)

Dumpster Required     YES     NO

Recommended size/capacity: \_\_\_\_\_

Restrooms Required     YES     NO

Recommended quantity: \_\_\_\_\_

Other Comments/Conditions: \_\_\_\_\_  
\_\_\_\_\_

*All applications contingent on City Council approval.*

Application Reviewed by: Lark Reifentahl

01/21/2026

Name

Date

Don

1-22-26

Name

Date



# City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5  
Rockaway Beach, Oregon 97136  
(503) 374-1752 FAX (503) 355-8221  
www.corb.us \* cityhall@corb.us

## APPLICATION USE PERMIT FOR CITY WAYSIDE or ANCHOR STREET PARK

Submit Completed Application in person or via email cityhall@corb.us

Choose One:  City Wayside

Anchor Street Park – Event Area Only

Portable Restrooms will be provided at event

Dumpster will be provided at event

Organization Name: Rockaway Beach Chamber of Commerce and Community Education

Contact Person: Kristine Hayes

Address: [REDACTED] State: OR Zip: 97136

Phone #: [REDACTED] Email: [REDACTED]

Deposit Paid: \$300 Date: \_\_\_\_\_

Name of Event: Thursday Market

Date(s) of Event: See Attached Times of Event: 1 PM - 8 PM (see attached note)

Estimated # of People Attending: 300-500/market day Number of Vendors: 10-15

Contact Person(s): Kristine Hayes

Contact Phone Number(s): [REDACTED]

Contact Email: [REDACTED]

If traffic control is needed, please explain: Not needed at this time

**Incomplete applications will not be forwarded to City Council for approval.**

### USE REGULATIONS:

1. \$2,000,000 General Liability Insurance listing the City of Rockaway Beach as an additional insured is required. Insurance should be per occurrence and should not be an aggregate.
2. \$300.00 cleaning deposit will be paid at time of application. Deposit will be retained if the site is not cleaned adequately, and if there is damage to City property, including barricades, restrooms, benches, tables, play equipment, etc.
3. Hours of availability are between 7:00 AM and 10:00 PM.
4. Property must be clean and cleared of all trash, papers, cans, bottles, etc. This includes the perimeter area.

5. Property to be barricaded by applicant. Arrangements for barricades to be made with Public Works by applicant. Public Works: 503-374-0586.
6. Any property damage during event is the responsibility of the applicant.
7. No stakes, nails or any pavement or fixture penetrating device will be used to tie down canopies, tents, etc.
8. Any markings denoting spaces shall be done in street chalk.
9. Application must be submitted 45 days prior to the event.
10. Must attach a drawing denoting area of Wayside or Anchor St. Park which will be used and manner of use.
11. Contact Tillamook County Dispatch for after-hours concerns: 503-815-1911.
12. Anchor Street Park Only: Applicant to ensure restrooms, playground and parking outside of event space remains open and accessible by the general public.
13. Deposit to be returned only after post event inspection and authorization from Public Works Department.

**APPLICANT:** I have read and understand my, or my organization, responsibility regarding these City facilities, and will adhere to the rules set forth.

*HRHB*

Signature of Applicant

01/15/2025

Date

**FOR OFFICE USE ONLY**

**Pre-Event**

Date Received: 1/15/26 Received by: LR

Amount Paid: \_\_\_\_\_ Date Paid: \_\_\_\_\_ Cash/Check # \_\_\_\_\_

Insurance  Drawing/Map  Pre-Event Inspection  Deposit Collected  Dumpster Required  Portable Restroom Required

*check # 40626  
\$300.00*

**Post-Event**

Date approved by City Council \_\_\_\_\_

Disposition of Deposit: \_\_\_\_\_

Deposit Returned Date: \_\_\_\_\_

Amount Retained: \_\_\_\_\_ (Work order and invoice attached)

Post-Event Inspection: Authorized to return deposit  Yes  No PW Signature: \_\_\_\_\_



May 7th

Recurring Dates:

June: 4th, 11th, 18th, 25th

July: 2nd, 9th, 16th, 23rd, 30th

August: 6th, 13th,\* 20th

\* In the meantime, we will reach out to NCAM about coordinating in the wayside to see if it's possible to work together on that date. Will follow up once we know more.

Times of Event: 2 PM - 6 PM

For all our events, we request use of the wayside before and after the actual event time for set up and to keep it clear of vehicles. Attached is the 2026 sign design we will put in the parking spots so drivers know it's okay to park there if they remove their vehicle by 1 PM. We implemented this during our first annual market season and have done it each year.

Note:

The Market season has been significantly reduced. In 2025, the season stretched through to the end of September (18 markets). Our previous 2026 application had already been reduced to 14 with an anticipated 300-500 people in attendance per market.

We have addressed the concerns raised in the January Council meeting and have updated the application with those changes:

- Attendance per market
- Clearer no-parking hours
- Reduced season length (13 Markets)

To clarify, per OCSR, the train's last trip out of Rockaway on Thursdays is 1 PM. The last passengers return at 2:30 to get their vehicles right as the market opens. Many of them, who departed RB at either 11 or 1 PM are returning (an average of 100-200 people/trip on the 2 PM time per OSCR). The train brings people to the market and frees parking up not more than an hour into the event. No new passengers are boarded at the time of the event. 4:30 trains are on Fridays - Sundays. This can be verified at [OregonCoastScenic.org](http://OregonCoastScenic.org).

If there are any further questions or concerns, we encourage councilors to contact us at [secrbcc@gmail.com](mailto:secrbcc@gmail.com) so these can be addressed and clarified before the next Council meeting.

## THURSDAY MARKET

# NO PARKING

1 PM - 7 PM



The East portion of the Wayside will be closed for the Thursday Market.

Please remove vehicles by 1 PM for set-up.





# Event Application Staff Review

Organization Name: RBCC

Event: Thursday Markets

Date(s): 06/04, 06/11, 06/18, 06/25, 07/02, 07/09, 07/16, 07/23, 07/30, 08/06, 08/13, 08/20 - all in 2026

- Drawing/Map clearly denoting event set-up including: portable restrooms, dumpsters, barricades, vendors, etc.

Comment/Conditions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Estimated # of People Attending: 300-500 per day - per application

Dumpster Required     YES     NO

Recommended size/capacity: 1 yard per event

Restrooms Required     YES     NO

Recommended quantity: 2 portable restrooms per event.

Other Comments/Conditions: Dumpsters to be in addition to city receptacles.

*All applications contingent on City Council approval.*

Application Reviewed by:	<u>Lark Reifensahl</u>	<u>01/15/2026</u>
	Name	Date
	<u>Dan Emerson</u>	<u>1-20-26</u>
	Name	Date

## § 113.02 SHORT-TERM RENTAL LICENSE APPLICATION AND APPLICATION PROCEDURES.

...

## (E) Number of licenses available.

(1) The City Council shall establish the total number of licenses available by Council resolution. Except for licenses that may be granted to owners under divisions (F) or (H) below, the city will not issue more licenses than the total number of licenses established by the City Council.

(2) For license renewals each year, priority will be given to existing licenses seeking renewal, so long as a complete renewal application and payment is received by the city by July 31, or the next business day if July 31 falls on a day City Hall is closed. After July 31, if existing licenses are below the total number of licenses established by the City Council, new applications will be accepted from the new license waiting list.

....

[NEW DIVISION F] License availability exception for accessible dwelling units. Notwithstanding the number of licenses established under division (E) above, an owner of a dwelling unit may obtain a short-term rental license under the following conditions: (1) the dwelling unit meets accessibility criteria for short-term rentals as established by City Council resolution and (2) the applicant has provided third-party verification certifying the dwelling unit meets the established accessibility minimum standards for short-term rentals. The City Council shall establish criteria by Council resolution, setting minimum accessibility standards for short-term rentals and establishing a third-party company to provide verification that the established criteria has been met. Short-term rental dwelling units licensed under this exception shall provide yearly third-party verification at the time of license renewal. An eligible owner that submits a complete application meeting the requirements of divisions (B) and (F) of this section may obtain a short-term rental license without regard to the number of licenses available under division (E) above. Licenses issued under this division (F) shall not count against the number of licenses established by division (E) above and the owner issued a license under this division (F) may renew the license in subsequent consecutive years. Failing to timely renew a license in any one year will forfeit the ongoing renewal preference.

...

## RESOLUTION NO. 2026-XX

### A RESOLUTION ESTABLISHING STANDARDS FOR ACCESSIBLE SHORT-TERM RENTALS (STRs) AND THIRD-PARTY VERIFICATION

**WHEREAS**, the City of Rockaway Beach regulates the licensing and operation of STRs through the City of Rockaway Beach Code of Ordinances (Code) Chapter 113; and

**WHEREAS**, the City Council adopted amendments to Code Section 113.02(F) by Ordinance 202x-xx on [date], authorizing, among other things, the City Council to establish by Council resolution accessibility standards and a third-party vendor to provide verification that the accessibility standards have been met; and

**WHEREAS**, the City Council recognizes the lack of available accessible tourist accommodation in Rockaway Beach and wishes to address this deficiency; and

**WHEREAS**, the City Council wishes to make the City of Rockaway Beach an inclusive and accessible community; and

**WHEREAS**, providing an exception to the cap on STRs for accessible tourist accommodation in the City of Rockaway Beach will enhance inclusion and accessibility; and

**WHEREAS**, the City Council has identified a suitable vendor to provide certification for STRs in the City of Rockaway Beach that provide accessible accommodation.

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

- Section 1.** Pursuant to City of Rockaway Beach Code Section 113.02(F), effective [date], dwelling units which provide the accessibility standards detailed in attached Exhibit A, shall be eligible for a license availability exception to the STR cap.
- Section 2.** Becoming RentABLE is authorized to provide verification for STRs in the City of Rockaway Beach which meet the accessibility standards detailed in Exhibit A.
- Section 3.** This Resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE X<sup>th</sup> DAY OF X 2026.**

APPROVED

Charles McNeilly, Mayor

ATTEST

Melissa Thompson, City Recorder

DRAFT

## Short-Term Rental Minimum Accessibility Standards

### Exterior, Parking and Entrance requirements

- Accessible on-site parking space (minimum of 9' wide) with access aisle (minimum of 6' wide)
- Hard surface driveway
- Hard surface walkway to entrance door without stairs (must be less than 2% slope)
- Zero-step entrance or ramp (must be less than 8.3% slope)
- If a portable ramp is used, it must be at least 36 inches wide with a maximum running slope of 1:12 (one foot in elevation change for every 12 feet)
- Ramps must provide handrail mounted so the top surface is 34-36" above the ramp surface
- Entrance doorways must be 32" or wider
- Entrance door handle must be mounted between 34-48" from the floor surface
- Walkways must have a clear, unobstructed width of 36" or wider

### Interior requirements

- Interior doorways must be 32" or wider
- Interior door handles must be mounted between 34-48" from the floor surface
- Interior hard surface flooring
- Interior access routes must have a clear, unobstructed width of 36" or wider
- Ability to get to the primary living area, full bathroom and bedroom without steps (if not, there needs to be a stair lift or elevator)
- The ability to move furniture to accommodate wheelchair access is required
- The threshold between floor surfaces must be beveled if the vertical change is between ¼-½".
- The threshold between floor surfaces must be ramped if the vertical change exceeds ½".

### Kitchen requirements

- Work aisle must be 42" or wider
- Sink lip must be no higher than 34" above the floor surface. Sink must provide at least 27" of knee clearance space from the bottom to the floor surface and at least 8" of clearance space from the front edge of the sink
- Landing area next to sink must be no higher than 34" above the floor surface and provide an area of at least 24" wide
- Cooktop may be a 31-34" from the floor surface and must provide at least 27" of knee clearance space from the bottom to the floor surface
- Microwave must meet the following: maximum high forward reach for controls and operating mechanisms is 48"; maximum low forward reach is 15".

### Bathroom requirements

- Roll-in shower must include a shower seat or bench with controls positioned within reach of the provided seat and grab bars
- Toilet seat height is 17-19" from floor
- Two grab bars shall be provided near the toilet. The grab bar on the wall side of the toilet must be a minimum of 42" in length and mounted 33-36" from the floor surface. The grab bar behind the toilet shall be a minimum of 36" in length and 33-36" from the floor surface.
- Sink must be no higher than 34" above the floor surface. Sink must provide at least

27" of knee clearance space from the bottom to the floor surface and at least 8" of clearance space from the front edge of the sink

- The bathroom must have adequate clearance space of 48" to accommodate a wheelchair or other mobility device

#### Bedroom requirements

- Bed height is 20-23" from the floor to the top of mattress

#### Other requirements

- Service dogs (not including emotional support animals) must be allowed without charges or conditions

#### Cognitive Accessibility Requirements<sup>1</sup>

##### Sensory

- Glider, swing or rocking chair
- Noise machine
- Bath tub (optional)
- Muted color scheme

##### Lighting

- Black out curtains
- Dimmer switches
- Nightlights
- Non-fluorescent lighting

##### Safety

- Secondary locks on exterior doors
- Chemicals stored in locked area
- Door alarm or security system
- Safety covers on electrical outlets
- TVs anchored to the wall
- Fenced yard with exterior lock on gate
- Window pin locks
- Life jackets provided (if near water or pool)

##### Odor-Free Environment

- Odor or fragrance-free cleaners
- Odor free air fresheners
- Odor free laundry detergent
- Odor free candles

<sup>1</sup> Adapted from *Cognitive Accessible Certification* requirements provided by BecomingRentABLE.  
02/06/2026