

AGENDA
REGULAR CITY OF TILLAMOOK COUNCIL MEETING
~ MONDAY, JUNE 18, 2012 AT 7:00 P.M. ~
TILLAMOOK CITY HALL, 210 LAUREL AVENUE
www.tillamookor.gov

6:00 P.M. EXECUTIVE SESSION: Property Negotiations/Litigation

7:00 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES: June 4, 2012

PROCLAMATIONS: None

PRESENTATIONS: None

CITIZENS HEARING/AUDIENCE COMMENTS – Non Agenda Items

(This is the time reserved for citizens to address the Council on matters related to city government and properly the object of Council consideration. Time is limited to five (5) minutes for each speaker, unless the Council decides prior to the citizen hearings period to allocate more or less time. The purpose of the citizen hearings period is to provide citizens an opportunity to be heard by the council, primarily on issues not on the agenda).

PUBLIC HEARINGS:

1. Street Vacation
2. Budget
3. Oregon State Revenue Sharing

NEW BUSINESS:

1. Special Meeting for June 26, 2012
2. Cancellation of July 2, 2012 City Council Meeting
3. Medical Policies/VEBA
4. Recycling Goals

PENDING BUSINESS:

1. Extension of County IGA for Safeway Demolition
2. Storm Water Master Plan Update/Adoption
3. Bay City Water System Intertie IGA Amendment
4. TURA Plan Amendment
5. City Attorney Contract

LEGISLATIVE:

1. Resolution #1605 - 2nd Street Public Market Street Fair
2. Resolution #1604 – Oregon State Revenue Sharing Funds
3. Resolution #1608—Supplemental Budget for FY 2011-12

4. Ordinance #1267 – 2nd Reading of Tillamook Urban Renewal Plan Amendment
5. Ordinance #1268 - Vacation of a portion of 2nd Street and a portion of Ash Avenue

COUNCIL CONCERNS – Non-Agenda Items

MONTHLY REPORTS:

1. City Manager
2. City Recorder (sent under separate cover)
3. Mayor – verbal report

COMMITTEE REPORTS:

1. Beautification Committee
2. Personnel Committee
3. Associations Committee
4. Public Works Committee
5. Holden Creek Group

AUTHORIZATION TO PAY BILLS

ADJOURNMENT

THIS IS A PUBLIC MEETING PER ORS CHAPTER 192. THE CITY COUNCIL RESERVES THE RIGHT TO CALL AN EXECUTIVE SESSION PER ORS 192.660. CITY HALL IS HANDICAP ACCESSIBLE. PLEASE CONTACT THE OFFICE OF THE CITY MANAGER SHOULD SPECIAL ACCOMMODATIONS BE REQUIRED. CITIZENS WITH VISUAL OR MANUAL IMPAIRMENTS MAY CONTACT THE OREGON RELAY SERVICE BY PHONING 1-800-648-3458 (TDD) OR 1-800-848-4442 (VOICE). THE CITY OF TILLAMOOK IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

City Meetings for June and July 2012:

1. Planning Commission, Thursday, July 5, 2012 @ 7:00 p.m.
2. Beautification Committee, Tuesday, July 10, 2012 @ 10:00 a.m.
3. Personnel Committee, Tuesday, July 10, 2012 @ 2:00 p.m.
4. Tillamook Urban Renewal Agency (TURA): July 11, 2012 @ 5:30 p.m.
5. City Council: Special Meeting June 26, 2012 @ 7:00 p.m.; July 16, 2012 @ 7:00 p.m.

POSTED: June 15, 2012

City Hall * Tillamook County Courthouse * Tillamook Fire District * Tillamook County Library

ALBRIGHT KITTELL PC

Christopher M. Kittell
Lois A. Albright
Michael B. Kittell
Taylor Smith Kittell

June 13, 2012

2308 Third Street – P.O. Box 939
TILLAMOOK, OREGON 97141
Telephone (503) 842-6633
Facsimile (503) 842-4540
Email: attorneys@albrightkittell.com
www.albrightkittell.com

Paul Wyntergreen
Tillamook City Hall
210 Laurel Avenue
Tillamook, OR 97141

Re: Amended Intergovernmental Agreement
(Water System Inter-tie Project)



Dear Paul:

I am enclosing the original Amended Intergovernmental Agreement for the Tillamook City Council's approval. The Bay City Council approved this agreement last evening.

This project has now been funded. There are time requirements for the boring under the Wilson River, as well as time requirements imposed by Goodwill Industries for the opening of their new store.

The July 2011 Agreement remains in effect, except as amended by the enclosed Agreement. Due to Goodwill building on the southerly site, the building and meter have been removed. In addition, the agreement has been changed so that in the event of an emergency, either party will provide water at no charge to the other City for a period of 30 days.

It is my understanding that the Public Works Superintendents for both City's requested these changes and that they meeting with their approval.

Please have the Tillamook City Council approve this Amended Agreement and return the original signed Amended Agreement to the City of Bay City.

Sincerely,

ALBRIGHT KITTELL PC

Lois A. Albright

LA/laa
Encl.
Cc: City of Bay City

**AMENDED
INTERGOVERNMENTAL AGREEMENT**

**City of Tillamook/City of Bay City
(Water System Inter-tie Project)**

This Agreement is entered into by and between the City of Tillamook, an Oregon Municipal Corporation, acting by and through its' City Council, hereinafter referred to as Tillamook and the City of Bay City, an Oregon municipal corporation, acting by and through its' City Council, hereinafter referred to as Bay City.

The parties entered into an Intergovernmental Agreement pertaining to this project in July 2011. The parties have now received funding from FEMA for construction of the project. The parties and FEMA have agreed to certain modifications as to the project, which now need to be incorporated into this Amended Agreement.

NOW THEREFORE, the parties hereby agree to the following changes in the July 2011 Intergovernmental Agreement as to this Water System Inter-tie Project, as follows:

(1) Project. The project shall include an extension of a water main approximately 2000 feet in length along Highway 101 from 230 feet south of Latimer Road on the west side of Highway 101 to Makinster Road on the west side Highway 101 to connect the City of Bay City and the District members with the City of Tillamook water system. The project shall include directional drilling and water line installation under the Wilson River, installation of a fire hydrant and a water sampling station on both the north and the south terminus of the river crossing, and connection of each of the water line terminus to the parties' respective water systems. The prior requirements for construction of a control building, meters, backflow prevention devices and bypass and blow-off valving shall be deleted from the Project.

(2) Funding. Funding has been received for the project. The City of Bay City shall administer the project funds. The parties will cooperate to expedite the construction of the project within the 2012 construction season.

(3) Emergency Water. In the event of an emergency, whichever entity that is receiving water shall not be charged for water supplied by the other party for a period of thirty (30) days. After such time, whichever entity is receiving water shall pay the regular rate then in effect of the party providing the water. Payment shall be paid within 60 days of the billing for such water usage.

(4) Non-emergency Water. In the event an entity is requesting water for non-emergency purposes, the volume to be supplied shall be estimated and the receiving entity shall pay the regular rate in effect of the body providing water. Payment shall be paid within 60 days of the billing for such water usage.

(5) Term. Once the project is completed, this Amendment, together with the July 2011 Agreement, shall be effective perpetually and shall only be terminated upon the mutual agreement of the parties, in writing.

(6) Entire agreement. This writing, together with the July 2011 Agreement, express the entire agreement of the parties. The July 2011 Agreement shall remain in full force and effect as to all provisions which are not specifically modified herein.

(7) Severability. In case any one or more of the provisions contained in this Amended Intergovernmental Agreement, together with the July 2011 Intergovernmental Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provision contained herein shall not in any way be affected or impaired thereby.

(8) Modification. The parties may amend, modify, supplement, revise, alter or extend this Amendment and the underlying Agreement only by written agreement executed by all parties.

(9) Legal Representation. In entering into this agreement, each party has relied solely upon the advice of their respective attorneys. Each party has had the opportunity to consult with legal counsel or now waives the right. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

(10) Jurisdiction; Law. This Amendment is executed in the State of Oregon, and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

CITY OF TILLAMOOK

By: _____
Suzanne Weber, Mayor

ATTEST: _____
Paul Wyntergreen, City Manager

CITY OF BAY CITY

By: _____
Shaena E. Peterson, Mayor

ATTEST: _____
Linda Downey, City Recorder

Memo

City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141



To: Honorable Mayor and City Council
From: Executive Assistant Debbi Reeves
Date: June 18, 2012
Re: TURA Plan Amendment Ordinance

TURA Plan Amendment Consultant Elaine Howard and TURA Attorney Jeannette Launer Ordinance #1267 approving the Third Amendment of the Tillamook Urban Renewal Plan recommendation a minor change with the addition of language on page 2, Section 2, of the Ordinance. This change is as follows with the additional wording in bold italics:

2. The area designated in the Plan as the Tillamook Urban Renewal Area (“Area”) ***and the property to be added as identified in the Third Amendment to the Plan*** is blighted, as defined by ORS 457.010(1) and continues to be eligible for inclusion within the Plan because of conditions described in the Report in the Section “Existing Physical, Social, and Economic Conditions and Impacts on Municipal Services”, including the underdevelopment of property within the Area (ORS457.010(1)(g) and (h));

Attorney Launer noted this change would need to be made in a motion and then noted in the Second Reading of the Ordinance. She also mentioned this is a technical change and does not impact the ability to adopt the Ordinance.

Thank you.

ORDINANCE #1267

**AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS
RELATING TO AND APPROVING THE THIRD AMENDMENT
(SUBSTANTIAL) TO THE TILLAMOOK URBAN RENEWAL PLAN**

WHEREAS, the City Council of the City of Tillamook approved the Tillamook Urban Renewal Plan by adoption of Ordinance No. 1266 on November 20, 2006, approving the publishing of the Urban Renewal Plan, which Plan has thereafter been amended two times. The Tillamook Urban Renewal Plan, as amended through the Second Amendment is referred to herein as the “Plan”; and

WHEREAS, the Urban Renewal Agency of the City of Tillamook (“Agency”), as the duly authorized and acting urban renewal agency of the City of Tillamook, Oregon, is proposing to change the Plan to increase the maximum indebtedness that may be incurred under the Plan, to add and delete acreage in the Plan, to update the projects in the Plan and to generally update the Plan (the “Amendment”). Such changes are proposed so that the original objectives in the Plan may be fully accomplished and the urban renewal projects called for in the Plan, as amended, may be completed; and

WHEREAS, under the terms of Section 1100 (Amendments to the Urban Renewal Plan) of the Plan and under state law an amendment adding acreage in excess of one percent of the original acreage of the Plan is a Substantial Amendment and requires the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120; and

WHEREAS, under the terms of Section 1100 (Amendments to the Urban Renewal Plan) of the Plan and under state law an amendment increasing the maximum indebtedness of the Plan is a Substantial Amendment and requires the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120; and

WHEREAS, the Amendment increases the maximum indebtedness of the Plan in an amount that does not exceed twenty percent of the original maximum indebtedness of the Plan, from \$12,228,000 to \$15,132,606, an increase of \$2,904,606 and makes certain other changes to bring the Plan up to date; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has prepared the Amendment which is attached to this Ordinance as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the Agency has caused the preparation of a Report accompanying the Amendment as required by ORS 457.085(3) (“Report”), which Report dated May 7, 2012 is attached to this Ordinance as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Amendment removes properties and adds properties to the area of the Plan and makes certain other changes to bring the Plan up to date; and

WHEREAS, the Amendment and the Report were forwarded April 12, 2012 to the governing body of each taxing district affected by the Amendment, and the Agency has thereafter consulted and conferred with said districts; and

WHEREAS, the Amendment and the Report were forwarded to the City of Tillamook Planning Commission for recommendation, the Planning Commission considered the Amendment and Report on April 19, 2012 and voted that the Plan with the Amendment conformed with the Tillamook Comprehensive Plan and made a recommendation (Planning Commission Recommendation Exhibit C”); and

WHEREAS, on April 18 2012 Agency representatives met with the Board of Commissioners of Tillamook County to review the Amendment; and

WHEREAS, the City Council has not received written recommendations from the governing bodies of the affected taxing districts; and

WHEREAS, on April 12, 2012 , 2012 the City caused notice of the hearing to be held before the City Council on the Amendment, including the required statements of ORS 457.120(3), to be mailed to postal patrons in the City of Tillamook and on May 1, 2012 posted notice of hearing in approved locations; and

WHEREAS, on May 7, 2012 the City Council held a public hearing to review and consider the Amendment, the Report, the Planning Commission Recommendation, and to receive public testimony; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Amendment.

NOW THEREFORE, THE COUNCIL OF THE CITY OF TILLAMOOK HEREBY ORDAINS THAT:

Section 1. The Amendment complies with all requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Planning Commission Recommendation and the public testimony before the City Council:

1. The process for the adoption of the Amendment, has been conducted in accordance with the provisions of Chapter 457 of the Oregon Revised Statutes;

2. The area designated in the Plan as the Tillamook Urban Renewal Area (“Area”) and the property to be added as identified in the Third Amendment to the Plan is blighted, as defined by ORS 457.010(1) and continues to be eligible for inclusion within the Plan because of conditions described in the Report in the Section “Existing Physical, Social, and Economic

Conditions and Impacts on Municipal Services”, including the underdevelopment of property within the Area (ORS457.010(1)(g) and (h));

3. The rehabilitation and redevelopment described in the Amendment to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the City because absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the City’s Comprehensive Plan;

4. The Amendment conforms to the Tillamook Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in the Plan as amended by this Amendment and in the Planning Commission Recommendation;

5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Amendment and therefore the Amendment does not include provisions to house displaced persons;

6. No acquisition of property is provided for in this Amendment.

7. Adoption and carrying out the Plan, as amended by this Amendment is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in the Section “Financial Analysis of the Plan” of the Report;

8. The City shall assume and complete any activities prescribed it by the Plan; and

9. The Agency consulted and conferred with affected overlapping taxing districts prior to the Plan being forwarded to the City Council.

Section 4: The Third Amendment to the Tillamook Urban Renewal Plan is hereby approved based upon review and consideration by the City Council of the Plan and Report, and the Planning Commission Recommendations, each of which is hereby accepted, and the public testimony in the record.

Section 5: The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

Section 6: The Agency shall thereafter cause a copy of the Amendment to be recorded in the Records of Tillamook County, Oregon.

Section 7: The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Amendment, including the provisions of ORS 457.135, in the Tillamook Headlight Herald no later than four days following adoption of this Ordinance.

Section 8: The City Manager is authorized to prepare a cumulative, restated urban renewal plan incorporating the First through Third Amendments to the Plan.

PASSED 1st reading by the Tillamook City Council this 7th day of May , 2012.

PASSED 2nd reading by the Tillamook City Council this _____ day of _____, 2012.

APPROVED by the Tillamook City Council this _____ day of _____, 2012.

Mayor Suzanne Weber

ATTEST:

City Recorder

Attachment: Exhibit A – Tillamook Urban Renewal Plan Third Amendment
Exhibit B – Report on the Tillamook Urban Renewal Plan Third Amendment
Exhibit C – Tillamook Planning Commission Report and Recommendation

LAW OFFICE OF JOHN R. PUTMAN
416 LAUREL AVENUE, SUITE #2
TILLAMOOK, OREGON 97141
(503) 842-7733
Fax #: Same, call first.

June 12, 2012

Paul Wyntergreen
City Manager
Tillamook City Hall
210 Laurel Ave.
Tillamook, OR 97141

RE: Employment Agreement for City Attorney, FY 2012 - 2013.

Dear Mr. Wyntergreen:

Thank you for your prior notice of City's offer to extend our employment agreement.

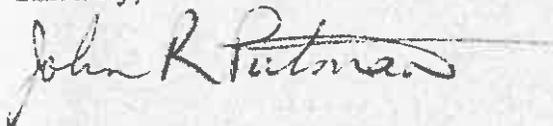
The city of Tillamook has been a long and valued client with me since 1997. The City Council's confidence and your confidence in our continuing professional relationship is greatly appreciated. I am willing to continue as Tillamook City Attorney at a rate of \$185 per hour. This is the same rate currently offered to other municipalities by this firm. This rate increase over 2011 is necessary due increases in operating expenses and to treat similar clients equally. This rate is significantly lower than the 2011 rate for municipal attorneys of \$200 per hour as demonstrated and established by City's 2011 City Attorney RFQ results. City saves significantly using this experienced law firm.

Enclosed for City's consideration and signature are duplicate original contracts substantially similar to our last year's Employment and Compensation Agreement, but with a few minor edits and updates. The bulk of this Agreement is identical to last year's negotiated agreement.

The Law Office of John R. Putman is a local law firm with over 21 years experience in representing government and private clientele, including over 14 years as Tillamook City Attorney. This firm engages in the general practice of law, with an emphasis on municipal and government law, public records, public meetings and public contract law. The Law Office of John R. Putman also emphasizes real estate, land use, business, business succession and personal estate planning, and wills, trusts, probate and water law.

Thank you, the Mayor and City Council for your trust and confidence during the past year. I look forward to the opportunity to again serve you in 2012-2013. Thank you.

Sincerely,



John R. Putman,
Attorney for Tillamook, Oregon.

enclosures

EMPLOYMENT AND COMPENSATION AGREEMENT

Effective this ____ day of _____, 2012, I, **Suzanne Weber**, Mayor, on behalf of City Council for Tillamook, Oregon ("City" request and authorize **John R. Putman** (Attorney) to represent City on matters related to the following: Act as the City's Attorney of Record and provide General legal advice & representation on City business as requested and/or assigned by the Council, Mayor, Council President, or the City Manager. This does not preclude an individual Councilor from contacting the City Attorney for a brief informal legal opinion that must then be promptly communicated to the Council.

CLIENT AND ATTORNEY AGREE:

1.1 City agrees to pay for, and Attorney agrees to perform, legal services for an hourly rate of \$185.00 plus related reimbursable costs unless later modified by agreement.

1.1.1 "Legal services" means all Attorney services associated with the matters expressed above, including, without limitation, consultations, conversations, municipal court appearances, municipal court hearings, municipal court trials, travel time, and legal services necessary for file wrap-up. In general, unsolicited conversations with the public or outside parties shall be referred to the Council, Mayor, Council President, or the City Manager for authorization. "Costs" include, without limitation, photocopying, long distance calls, court fees, depositions, witness and investigator fees, meals, lodging and mileage.

1.1.2 Minimum billable time per legal service task is 0.1 billable hour. Billable time is rounded up to the next full 0.1 hour, e.g. 13 minutes and 18 minutes each equal 0.3 billable hour. Hourly billing rates for Attorney's legal assistant and legal secretary are \$90 and \$70, respectively.

1.1.3 For prompt payment on the day following the Council's regularly scheduled meetings, Attorney must present invoice one week prior to the Council's regularly scheduled meetings on the first and third Monday of each month. City reserves the right to question specific invoice elements and withhold or negotiate payment of specific invoice elements such until a satisfactory clarification has been received by the Council. In order to withhold all or any part of any payment for any legal services, City shall notify Attorney of each specific disputed legal service in writing received at Attorney's office within two weeks of City's receipt of Attorney's invoice in order to assure prompt dispute resolution and prompt payment under this agreement. City shall specifically identify the date, the disputed amount of time and the disputed legal service along with City's reasons for the dispute in sufficient detail to apprise Attorney of all issues. City shall promptly pay without delay all or any part of an invoice for legal services which are not in dispute.

1.2 When a deposit is required by Attorney on a particular case or legal matter, no work will be done on that particular case or legal matter until City provides City's full deposit.

1.3 Attorney may associate with another attorney, which may benefit City's case and where the association is privileged. City shall approve in advance associated rates in excess of the hourly rate in paragraph 1.1 above.

CITY AGREES:

2.1 No deposit is required in advance for general legal services. However, this may be required in special circumstances as determined by Attorney and approved by Council, at which time, City agrees to deposit money for attorney services, initial costs and expenses. Money will be deposited in City's name in a trust account. Interest earned, if any, shall be paid according to Oregon IOLTA Program rules supporting access to our civil justice system. Money shall be paid to Attorney as legal services and expenses on City's case accrue. If Attorney pays for any expenses, Attorney is entitled to be paid back, whether or not the claim is pursued. City agrees trust deposits shall be applied to legal services on this legal matter and/or any other of the City's concurrent legal matters involving Attorney. Attorney shall account with sufficient specificity to City for all money advanced within a reasonable time during, and/or at the conclusion of, the case.

2.2 City shall provide Attorney all information now known or hereafter discovered regarding City's legal situation or question of concern, cooperate fully with Attorney, keep Attorney informed of City's current

mailing addresses at all times, and appear at all times and places as required by Attorney or any tribunal or court of competent jurisdiction.

2.3 City authorizes Attorney, within Attorney's discretion, to include early settlement negotiation within an investigation. No settlement shall be made without City's prior authorization and/or consent.

2.4 Client shall be responsible for renewing all judgments, liens and/or government filings of any kind and wherever situated. When during the term of this contract Attorney acquires actual knowledge of a judgment, lien or government filing which requires renewal, then Attorney shall notify City.

ATTORNEY AGREES:

3.1 Attorney agrees to provide timely legal representation and advice, and to prepare and provide copies of all legal documents. Attorney will not accept employment concerning actual or potential claims against the City during this contract period without the City's prior written consent.

3.2 Attorney agrees to investigate, prosecute, and/or defend against claims as requested or assigned. "Investigation" includes, but is not limited to, a review of documents, interviews, legal research, case analysis, presentation of investigation results, and settlement negotiations.

3.3 Attorney agrees to return City's calls and to keep City informed of matters that have been requested, assigned, or authorized by the Council, Mayor, Council President, or the City Manager.

3.4 Attorney agrees not to negotiate or pursue any claim or defense unless, in Attorney's opinion, the claim has enough legal and practical merit.

3.5 Whenever possible, Attorney agrees to deliver all products or opinions requested or assigned prior to billing for such products or opinions and to include with monthly invoices time records by topic showing the date, time spent, activity or person contacted, and the subject matter addressed.

4.0 TERMINATION OF THIS CONTRACT.

4.1 This agreement shall terminate on **June 30, 2013**, without notice required to either party. However, either party may terminate this agreement with or without cause upon not less than 60-days advance, written notice delivered first-class mail to the other party.

4.2 Attorney may withdraw from representing City, either generally or on a specific matter, IF: **(a)** City agrees, **(b)** City fails to honor this agreement, or **(c)** Attorney is legally or ethically required to withdraw. Failure to timely pay Attorney for undisputed legal services according to this contract is grounds for Attorney to stop work on City's behalf. If Attorney withdraws or otherwise stops work, and where practicable, Attorney will mail written notice to City before the effective date of withdrawal.

GENERAL ADMINISTRATIVE PROVISIONS

5.1 Entire Agreement; Severability; Construction. This agreement supersedes all prior oral or written agreements between City and Attorney on the matters listed herein only. It represents the entire agreement of the parties. Any representation, warranty, promise, or condition not expressly stated here shall not be binding. Where a clause is declared by a court to be void or voidable, the remaining clauses shall retain their full force and effect. Neither this contract, nor any provision, shall be interpreted to require Attorney in Attorney's sole discretion to violate any provision of the Oregon State Bar's Rules of Professional Conduct.

5.2 Ambiguity. The parties have attempted to draft a clear and unambiguous document. In the event they have been unsuccessful, any ambiguity shall be resolved without resort to the presumption that either party drafted any particular section and that any ambiguities in that specific section should thus be construed against that party.

5.3 Non-waiver; Modification. Failure to enforce any provision of this agreement does not constitute a continuing waiver of that provision, any other provision, or the whole agreement. The rights and obligations under this agreement shall not be modified, delegated, or assigned except upon a written consent signed by both parties.

5.4 Interest. Interest shall be charged on past due accounts at 9% per annum simple. Payments received shall be applied first to interest accrued, if any, then to oldest principal of any current outstanding balance.

5.5 Liability Insurance. Attorney shall obtain and maintain professional liability insurance at Attorney's cost covering any act, error, or omission in rendering professional services in Attorney's capacity as an attorney in private practice and in an amount not less than the minimum coverage requirements established by the Oregon State Bar. Attorney shall be reimbursed the costs of any additional insurance coverage required by City.

5.6 Attorney Fees & Costs. Reasonable attorney fees, costs and disbursements necessary to enforce this Agreement through collection, mediation, arbitration and/or litigation, including, without limitation, appeals, any preparation time and expense shall be awarded to the party prevailing on the contract claim, unless otherwise specified or agreed.

5.7 Governing Law. This agreement, its interpretation, and enforcement shall at all times be subject to Oregon law and jurisdiction. Venue shall be the county where Attorney resides, unless otherwise agreed.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AGREE TO ITS TERMS. I UNDERSTAND THAT AN ATTORNEY CANNOT WARRANT OR GUARANTEE A LEGAL RESULT OR OUTCOME. I UNDERSTAND I HAVE THE RIGHT, AND HAVE BEEN SO ADVISED, TO HAVE AN INDEPENDENT ATTORNEY ADVISE ME BEFORE I SIGN THIS OR ANY OTHER LEGAL DOCUMENT.

CLIENT: CITY OF TILLAMOOK, OREGON ("City")

**Suzanne Weber, Mayor,
for the Tillamook City Council.**

Date

ATTORNEY:

JOHN R. PUTMAN, Attorney

Date

EMPLOYMENT AND COMPENSATION AGREEMENT

Effective this _____ day of _____, 2012, I, **Suzanne Weber**, Mayor, on behalf of City Council for Tillamook, Oregon ("City" request and authorize **John R. Putman** (Attorney) to represent City on matters related to the following: Act as the City's Attorney of Record and provide General legal advice & representation on City business as requested and/or assigned by the Council, Mayor, Council President, or the City Manager. This does not preclude an individual Councilor from contacting the City Attorney for a brief informal legal opinion that must then be promptly communicated to the Council.

CLIENT AND ATTORNEY AGREE:

1.1 City agrees to pay for, and Attorney agrees to perform, legal services for an hourly rate of \$185.00 plus related reimbursable costs unless later modified by agreement.

1.1.1 "Legal services" means all Attorney services associated with the matters expressed above, including, without limitation, consultations, conversations, municipal court appearances, municipal court hearings, municipal court trials, travel time, and legal services necessary for file wrap-up. In general, unsolicited conversations with the public or outside parties shall be referred to the Council, Mayor, Council President, or the City Manager for authorization. "Costs" include, without limitation, photocopying, long distance calls, court fees, depositions, witness and investigator fees, meals, lodging and mileage.

1.1.2 Minimum billable time per legal service task is 0.1 billable hour. Billable time is rounded up to the next full 0.1 hour, e.g. 13 minutes and 18 minutes each equal 0.3 billable hour. Hourly billing rates for Attorney's legal assistant and legal secretary are \$90 and \$70, respectively.

1.1.3 For prompt payment on the day following the Council's regularly scheduled meetings, Attorney must present invoice one week prior to the Council's regularly scheduled meetings on the first and third Monday of each month. City reserves the right to question specific invoice elements and withhold or negotiate payment of specific invoice elements such until a satisfactory clarification has been received by the Council. In order to withhold all or any part of any payment for any legal services, City shall notify Attorney of each specific disputed legal service in writing received at Attorney's office within two weeks of City's receipt of Attorney's invoice in order to assure prompt dispute resolution and prompt payment under this agreement. City shall specifically identify the date, the disputed amount of time and the disputed legal service along with City's reasons for the dispute in sufficient detail to apprise Attorney of all issues. City shall promptly pay without delay all or any part of an invoice for legal services which are not in dispute.

1.2 When a deposit is required by Attorney on a particular case or legal matter, no work will be done on that particular case or legal matter until City provides City's full deposit.

1.3 Attorney may associate with another attorney, which may benefit City's case and where the association is privileged. City shall approve in advance associated rates in excess of the hourly rate in paragraph 1.1 above.

CITY AGREES:

2.1 No deposit is required in advance for general legal services. However, this may be required in special circumstances as determined by Attorney and approved by Council, at which time, City agrees to deposit money for attorney services, initial costs and expenses. Money will be deposited in City's name in a trust account. Interest earned, if any, shall be paid according to Oregon IOLTA Program rules supporting access to our civil justice system. Money shall be paid to Attorney as legal services and expenses on City's case accrue. If Attorney pays for any expenses, Attorney is entitled to be paid back, whether or not the claim is pursued. City agrees trust deposits shall be applied to legal services on this legal matter and/or any other of the City's concurrent legal matters involving Attorney. Attorney shall account with sufficient specificity to City for all money advanced within a reasonable time during, and/or at the conclusion of, the case.

2.2 City shall provide Attorney all information now known or hereafter discovered regarding City's legal situation or question of concern, cooperate fully with Attorney, keep Attorney informed of City's

current mailing addresses at all times, and appear at all times and places as required by Attorney or any tribunal or court of competent jurisdiction.

2.3 City authorizes Attorney, within Attorney's discretion, to include early settlement negotiation within an investigation. No settlement shall be made without City's prior authorization and/or consent.

2.4 Client shall be responsible for renewing all judgments, liens and/or government filings of any kind and wherever situated. When during the term of this contract Attorney acquires actual knowledge of a judgment, lien or government filing which requires renewal, then Attorney shall notify City.

ATTORNEY AGREES:

3.1 Attorney agrees to provide timely legal representation and advice, and to prepare and provide copies of all legal documents. Attorney will not accept employment concerning actual or potential claims against the City during this contract period without the City's prior written consent.

3.2 Attorney agrees to investigate, prosecute, and/or defend against claims as requested or assigned. "Investigation" includes, but is not limited to, a review of documents, interviews, legal research, case analysis, presentation of investigation results, and settlement negotiations.

3.3 Attorney agrees to return City's calls and to keep City informed of matters that have been requested, assigned, or authorized by the Council, Mayor, Council President, or the City Manager.

3.4 Attorney agrees not to negotiate or pursue any claim or defense unless, in Attorney's opinion, the claim has enough legal and practical merit.

3.5 Whenever possible, Attorney agrees to deliver all products or opinions requested or assigned prior to billing for such products or opinions and to include with monthly invoices time records by topic showing the date, time spent, activity or person contacted, and the subject matter addressed.

4.0 TERMINATION OF THIS CONTRACT.

4.1 This agreement shall terminate on **June 30, 2013**, without notice required to either party. However, either party may terminate this agreement with or without cause upon not less than 60-days advance, written notice delivered first-class mail to the other party.

4.2 Attorney may withdraw from representing City, either generally or on a specific matter, IF: **(a)** City agrees, **(b)** City fails to honor this agreement, or **(c)** Attorney is legally or ethically required to withdraw. Failure to timely pay Attorney for undisputed legal services according to this contract is grounds for Attorney to stop work on City's behalf. If Attorney withdraws or otherwise stops work, and where practicable, Attorney will mail written notice to City before the effective date of withdrawal.

GENERAL ADMINISTRATIVE PROVISIONS.

5.1 Entire Agreement; Severability; Construction. This agreement supersedes all prior oral or written agreements between City and Attorney on the matters listed herein only. It represents the entire agreement of the parties. Any representation, warranty, promise, or condition not expressly stated here shall not be binding. Where a clause is declared by a court to be void or voidable, the remaining clauses shall retain their full force and effect. Neither this contract, nor any provision, shall be interpreted to require Attorney in Attorney's sole discretion to violate any provision of the Oregon State Bar's Rules of Professional Conduct.

5.2 Ambiguity. The parties have attempted to draft a clear and unambiguous document. In the event they have been unsuccessful, any ambiguity shall be resolved without resort to the presumption that either party drafted any particular section and that any ambiguities in that specific section should thus be construed against that party.

5.3 Non-waiver; Modification. Failure to enforce any provision of this agreement does not constitute a continuing waiver of that provision, any other provision, or the whole agreement. The rights and obligations under this agreement shall not be modified, delegated, or assigned except upon a written consent signed by both parties.

5.4 Interest. Interest shall be charged on past due accounts at 9% per annum simple. Payments received shall be applied first to interest accrued, if any, then to oldest principal of any current outstanding balance.

5.5 Liability Insurance. Attorney shall obtain and maintain professional liability insurance at Attorney's cost covering any act, error, or omission in rendering professional services in Attorney's capacity as an attorney in private practice and in an amount not less than the minimum coverage requirements established by the Oregon State Bar. Attorney shall be reimbursed the costs of any additional insurance coverage required by City.

5.6 Attorney Fees & Costs. Reasonable attorney fees, costs and disbursements necessary to enforce this Agreement through collection, mediation, arbitration and/or litigation, including, without limitation, appeals, any preparation time and expense shall be awarded to the party prevailing on the contract claim, unless otherwise specified or agreed.

5.7 Governing Law. This agreement, its interpretation, and enforcement shall at all times be subject to Oregon law and jurisdiction. Venue shall be the county where Attorney resides, unless otherwise agreed.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AGREE TO ITS TERMS. I UNDERSTAND THAT AN ATTORNEY CANNOT WARRANT OR GUARANTEE A LEGAL RESULT OR OUTCOME. I UNDERSTAND I HAVE THE RIGHT, AND HAVE BEEN SO ADVISED, TO HAVE AN INDEPENDENT ATTORNEY ADVISE ME BEFORE I SIGN THIS OR ANY OTHER LEGAL DOCUMENT.

CLIENT: CITY OF TILLAMOOK, OREGON ("City")

**Suzanne Weber, Mayor,
for the Tillamook City Council.**

Date

ATTORNEY:

JOHN R. PUTMAN, Attorney

Date

RESOLUTION NO. 1605

A RESOLUTION AUTHORIZING THE WAIVER OF CERTAIN REQUIREMENTS TO THE SECOND STREET PUBLIC MARKET STREET FAIR AND APPROVAL OF CERTAIN USES DURING THE STREET FAIR SEASON

The Tillamook City Council resolves as follows:

Section 1: Second Street Public Market

The City Council deems it is in the best interest of the City of Tillamook for the City to allow a 2nd Street Public Market Street Fair.

Section 2: Location of 2nd Street Public Market Street Fair

The 2nd Street Public Market Street Fair shall be located on 2nd Street, between Main Avenue and Pacific Avenue.

Section 3: Street Closures

The 2nd Street Public Market Street Fair shall operate from 9:00 a.m. to 2:00 p.m. each Saturday beginning July 7, 2012 and concluding on September 29, 2012. Street closure each Saturday would begin at 7:00 a.m. and end by 3:00 p.m.

- a) Barricades and “No Parking” signs will be set at the entrances of Main Avenue and Pacific Avenue on 2nd Street. All barricades will be set according to City regulations.
- b) Participants may arrive prior to 9:00 a.m. and set up their displays.
- c) Participants will be required to clean their area after the closing of the Street Fair each Saturday.
- d) During the closure, the 2nd Street Public Market has full control and responsibility for the street and the street is closed to all other activity or function

Section 4: Signs

The 2nd Street Public Market Street Fair has permission to locate directional sandwich board signs and waiver of affiliated permit fees.

Section 5: Liability Insurance

2nd Street Public Market Street Fair shall have and provide the City of Tillamook with a copy of a General Liability Insurance policy naming the City of Tillamook as Additional Insured, with the following coverage:

General Aggregate Limit -	No Limit
Each Occurrence -	\$1,000,000.00
Fire Damage -	\$300,000.00
Medical Expenses -	\$5,000.00
Personal and Advertising Injury -	\$1,000,000.00
Product Liability -	\$5,000,000.00

Product liability coverage for vendors is not covered under this insurance and each vendor is required to sign a hold harmless clause for each vendor application. All

coverage that is applicable to the 2nd Street Public Market Street Fair will also be applicable to additional insured parties during market hours.

Section 6: License Requirements

The City Council hereby waives the license requirements of Ordinance No. 1173 for activities associated with the 2nd Street Public Market Street Fair. All participants in the Street Fair shall obtain the appropriate approvals and licenses from the Tillamook County Health Department prior to the sale of their products.

- a) All appropriate licenses shall accompany each vendor's application to the Street Fair.
- b) The 2nd Street Public Market Street Fair shall pay for one City of Tillamook Business License and Surcharge in support of the City of Tillamook.

Section 7: Term of Resolution

The term of this resolution will be for the 2012 Street Fair season.

Section 8: Termination of Authorization

With the written consent of both parties, the authorizations contracted herein may be cancelled with 30 day notice.

Section 9: Resolution

This Resolution shall take effect and be in full force from and after its approval by the Tillamook City Council.

APPROVED by the Tillamook City Council this _____ day of _____, 2012.

Mayor, Suzanne Weber

ATTEST:

City Recorder

RESOLUTION NO. 1604

A RESOLUTION DECLARING THE CITY OF TILLAMOOK ELECTION TO RECEIVE OREGON STATE REVENUE-SHARING FUNDS

WHEREAS, the State of Oregon provides State Revenue-Sharing funds to Cities, pursuant to ORS 221.770 requirements; and

WHEREAS, the City of Tillamook conducted public hearings before the Budget Committee May 8th and 15th, 2012 and City Council on June 4th, 2012 anticipating receipt of such funds; and

WHEREAS, ORS.221.70 requires a Resolution declaring City intent to receive such funds; and

WHEREAS, the City of Tillamook provides the following services to its citizens:

1. Police protection
2. Street construction, maintenance and lighting
3. Sanitary Sewers
4. Storm Sewer
5. Water Service
6. Planning, zoning and subdivision control

NOW, THEREFORE, let it be resolved by the Tillamook City Council:

Section 1:

Pursuant to ORS 221.770, the City hereby elects to receive State Revenue-Sharing Funds for Fiscal Year 2012-2013.

Section 2:

This Resolution shall take effect immediately upon approval by the Tillamook City Council.

APPROVED by the Tillamook City Council this 18th day of June, 2012

Mayor

ATTEST:

City Recorder

I *certify that a public hearing before the Budget Committee was held on May 8th and 15th, 2012 and a public hearing before the City Council was held on June 18th, 2012, giving citizens an opportunity to comment on use of State Revenue Sharing.

City Recorder

RESOLUTION NO. 1608

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR FY 2011-2012 AND
APROPRIATING FUNDS WITHIN THE GENERAL FUND #1000, THE SEWER FUND #2200, THE
WATER FUND #2100, AND THE 9-1-1 COMMUNICATIONS FUND #9600**

WHEREAS, there were unanticipated pass-through funds, capital projects, and litigation during fiscal year 2011-2012, and

WHEREAS, it is necessary to correct an accounting error made in the previous supplemental budget approved in Resolution 1602, and

WHEREAS, there are additional revenues available to cover these additional costs; and

WHEREAS, the Tillamook City Council reviewed these needs and resources at a Public Meeting on June 18, 2012 and recommended the approval of a Supplemental Budget,

NOW, THEREFORE, the Tillamook City Council hereby resolves as follows:

Section 1:

The amounts shown below shall be appropriated within the General Fund #1000, the Sewer Fund #2200, the Water Fund #2100, and the 9-1-1 Communications Fund #9600 as follows:

<u>RESOURCE</u>	<u>AMOUNT</u>	<u>EXPENDITURE</u>	<u>AMOUNT</u>
General Fund #1000			
Pass Through Hazard Mitigation Grant	\$ 16,000.00	Contractual Services	\$ 16,000.00
Total Resources	\$ 16,000.00	Total Resources	\$ 16,000.00
Water Fund #2100			
Beginning Fund Balance Adjustment	\$ 75,000.00		
Total Resources	\$ 75,000.00		
Sewer Fund #2200			
Increase Beginning Fund Balance	\$175,000.00	Materials and Supplies	\$ 170,000.00
		Capital Projects	\$ 5,000.00
Total Resources	\$175,000.00	Total Resources	\$ 175,000.00
9-1-1 Communications #9600			
Pass Through Special Revenues	\$ 698.44	Special Program (9-1-1)	\$ 698.44
Total Resources	\$ 698.44	Total Resources	\$ 698.44

Section 2:

This Resolution shall take effect immediately upon approval by the City Council.

APPROVED by the Tillamook City Council this 18th day of June, 2012.

Suzanne Weber, Mayor

ATTEST:

Abigail Donowho, City Recorder

2009/10	2010/11		GENERAL FUND REVENUES	2011-2012	2011-2012
Actual	Adopted	Account	Description	Adopted by Council	Supplemental
77,913	105,500		BEGINNING FUND BALANCE	\$75,000	
2,300	2,300	010-00-41020	ANIMAL / LICENSES	\$2,400	
8,000	0	010-00-41050	BUILDING PERMITS	\$0	
0	2,500	010-00-41035	SECURITY COURT FEE	\$2,500	
6,345	6,300	010-00-41075	CIGARETTE TAX (@ \$1.45 per person)	\$7,155	
1,000	800	010-00-41100	MED.LIABILITY/ADMIN FEE	\$600	
150,000	125,000	010-00-41105	COURT FINES/FORFEITURES	\$125,000	
2,500	1,000	010-00-41115	EQUIPMENT SALES/USED	\$400	
5,000	5,000	010-00-41150	PLANNING / PASS THRU GRANTS	\$190,000	\$ 16,000.00
3,000	500	010-00-41170	INVESTMENT EARNINGS	\$150	
100	300	010-00-41180	LAND SALES	\$0	
1,200	1,200	010-00-41190	LICENSES	\$1,100	
56,588	66,000	010-00-41200	LIQUOR TAX (@ \$11.94 per person)	\$58,924	
10,000	2,000	010-00-41210	VEHICLE IMPOUND	\$1,500	
6,000	7,000	010-00-41220	MISC. FEES	\$2,000	
1,000	1,000	010-00-41230	MISC. PERMITS	\$800	
7,500	7,500	010-00-41240	PARKING FINES	\$6,000	
13,000	15,000	010-00-41260	PLANNING FEES	\$15,000	
15,000	15,000	010-00-41270	PARKING METERS/RENTAL SPACE	\$13,000	
35,000	36,000	010-00-41281	BUSINESS REGISTRATION FEES	\$36,000	
	10,000	010-00-41282	BUSINESS REGISTRATION SURCHARGE	\$10,000	
8,000	7,000	010-00-41285	ADMIN FEE - MUNICIPAL COURT	\$6,500	
1,000	1,000	010-00-41290	INSURANCE GRANT FOR VIDEO CAMERAS	\$10,000	
515,000	500,000	010-00-41300	PROPERTY TAX / CURRENT	\$505,000	
20,000	15,000	010-00-41310	PROPERTY TAX / PRIOR	\$15,000	
500	1,000	010-00-41390	SPECIAL REVENUES	\$0	
1,000	600	010-00-41410	LIEN SEARCH REVENUE	\$100	
		010-00-41420	PROPERTY PURCHASE/BLDG. RESERVE BALANCE	\$8,000	
0	0		LOAN FROM THE WATER DEPARTMENT	\$300,000	
		010-00-41425	TRANSIT/VISITOR CENTER RENT	\$8,400	
0	0	010-00-41470	PROP TAX RECEIPTS FROM VENDORS	\$1,500	
28,500	29,000	010-00-41480	FRANCHISE/CABLE T.V. (Redesignated to Parks)	\$0	
290,000	300,000	010-00-41490	FRANCHISE/PUD (\$330,000 x 6 to 7% increase)	\$385,000	
43,476	42,000	010-00-41500	FRANCHISE/EMBARQ	\$44,000	
57,200	60,000	010-00-41505	FRANCHISE/WATER-SEWER UTILITIES	\$63,000	
0	0	010-00-41560	TRANSFER/PROPERTY PURCHASE FOR PD BLDG.	\$25,300	
0	0		COPS GRANT	\$0	
38,300	38,300	010-00-41960	STATE REV SHARING (@ \$8.36 per person)	\$41,256	
15,000	15,000	010-00-41610	CAMI	\$15,000	
19,800	20,000	010-00-41625	PROPERTY INCOME	\$25,000	
1,000	1,000	010-00-41630	POLICE/SPECIAL PROGRAMS	\$0	
16,000	16,000	010-00-41640	COUNTY ANIMAL CONTROL	\$16,000	
3,000	15,000	010-00-41650	URBAN RENEWAL ADMIN REIMBSMT	\$39,658	
		010-00-41660	INTERNAL SERVICE CHARGES	\$187,016	
1,459,222	1,470,800		Sub Total	\$2,243,259	\$ 2,259,259.00
			TRANSFERS INTO GF		
115,000	130,700	010-00-41970	FROM TRANS ROOM TAX	\$122,500	\$ 122,500.00
14,280	14,280	010-00-41990	FROM TRT UNRESTRICTED	\$20,100	\$ 20,100.00
129,280	144,980		Sub Total	\$142,600	\$ 142,600.00
1,588,502	1,615,780		TOTAL REVENUES	\$2,385,859	\$ 2,401,859.00

		GENERAL FUND EXPENDITURES		
2009/10	2010/11		MAYOR & COUNCIL	
Actual	Adopted		MATERIALS & SUPPLIES	
7,188	7,400	010-01-53050	COMMUNICATIONS (video @ \$250/meeting)	\$6,000
35,349	34,000	010-01-53060	CONTRACTUAL SERVICES (City Attorney)	\$25,000
7,223	8,000	010-01-53070	CONFERENCE/PROMOTIONAL/TRAINING	\$8,000
6,308	7,500	010-01-53080	DUES & MEMBERSHIPS	\$7,000
94	500	010-01-53270	OFFICE SUPPLIES	\$500
0	100	010-01-53280	PERIODICALS & PUBLICATIONS	\$100
249	400	010-01-53300	POSTAGE	\$400
62,296	10,000	010-01-53360	SPECIAL PROJ/OR SOLUTIONS/VISIONING	\$5,000
91	400	010-01-53400	TRAVEL / SUBSISTANCE	\$400
1,817	1,000	010-01-53410	COMMITTEE MTGS BUSINESS	\$1,000
3,425	4,200	010-01-53415	COUNCIL STIPEND	\$4,200
124,040	73,500		Mayor & Council Sub Fund	\$57,600
2009/10	2010/11		CITY MANAGER	
Actual	Adopted		PERSONNEL	
20,162	16,390	010-02-52010	SALARIES	\$0
1,951	2,050	010-02-52030	LONGEVITY	\$0
1,692	1,300	010-02-52040	SOCIAL SECURITY	\$0
107	70	010-02-52050	WORKERS COMP.	\$0
2,492	1,850	010-02-52060	PERS	\$0
4,133	16,440	010-02-52110	MEDICAL INSURANCE	\$0
516	2,050	010-02-52120	DENTAL INSURANCE	\$0
20	80	010-02-52130	LIFE INSURANCE	\$0
31,073	40,230		Sub Total	\$0
			MATERIALS & SUPPLIES	
362	2,500	010-02-53070	CONFERENCE AND PROMOTIONAL	\$0
1,231	1,300	010-02-53080	DUES & MEMBERSHIPS	\$0
30	300	010-02-53110	EQUIPMENT / OFFICE	\$0
1,500	2,300	010-02-53190	LEGAL NOTICES	\$0
1,767	1,000	010-02-53270	OFFICE SUPPLIES	\$0
673	150	010-02-53280	PERIODICALS & PUBLICATIONS	\$0
10,111	4,000	010-02-53290	CONSULTING SERVICES	\$0
478	600	010-02-53300	POSTAGE	\$0
10,260	24,000	010-02-53370	ADMIN SUPPORT	\$0
233	300	010-02-53400	TRAVEL / SUBSISTANCE	\$0
239	300	010-02-53420	UTILITIES / PHONE	\$0
1,162	500	010-02-53800	MISC. EXPENDITURE	\$0
2,978	3,000	010-02-53430	WEB SERVICES	\$0
31,024	40,250		Sub Total	\$0
			CAPITAL OUTLAY	
1,079	1,000	010-02-54050	EQUIPMENT / OFFICE	\$0
1,079	1,000		Sub Total	\$0
63,176	81,480		City Manager Sub Fund	\$0

2009/10	2010/11		ADMINISTRATION	
Actual	Adopted		PERSONNEL	
		010-03-52012	CITY MANAGER	\$90,348
38,045	35,066	010-03-52010	RECORDER/HUMAN RESOURCE DIR.	\$70,829
24,953	26,640	010-03-52013	FINANCE OFFICER (30 hrs./wk in Sept)	\$32,040
		010-03-52016	FINANCE ASSISTANT	\$38,069
		010-03-52017	EXEC. ASSISTANT (30 hrs./wk)	\$36,000
2,425	2,400	010-03-52030	LONGEVITY	\$3,465
4,703	4,750	010-03-52040	SOCIAL SECURITY	\$16,572
130	275	010-03-52050	WORKERS COMP.	\$750
6,929	7,000	010-03-52060	PERS	\$48,300
17,958	22,320	010-03-52110	MEDICAL INSURANCE	\$56,520
2,220	2,770	010-03-52120	DENTAL INSURANCE	\$7,555
110	160	010-03-52130	LIFE INSURANCE	\$360
97,473	101,381		Sub Total	\$400,808
			MATERIALS & SUPPLIES	
15	1,000	010-03-53060	CONTRACTUAL SERVICES	\$300
1,047	1,000	010-03-53070	CONFERENCE AND PROMOTIONAL	\$3,500
265	500	010-03-53080	DUES & MEMBERSHIPS	\$1,500
0	1,000	010-03-53100	ELECTION NOTICES	\$1,000
1,051	2,000	010-03-53110	EQUIPMENT / OFFICE	\$2,000
103	500	010-03-53190	LEGAL NOTICES	\$2,700
2,230	3,500	010-03-53270	OFFICE SUPPLIES	\$4,000
235	300	010-03-53280	PERIODICALS & PUBLICATIONS	\$300
924	1,500	010-03-53300	POSTAGE	\$1,500
204	2,000	010-03-53380	TRAINING/EDUCATION	\$2,000
239	600	010-03-53400	TRAVEL / SUBSISTANCE	\$1,100
233	400	010-03-53420	UTILITIES / PHONE	\$700
92	300	010-03-53800	MISC. EXPENDITURE	\$500
6,638	14,600		Sub Total	\$21,100

		CAPITAL OUTLAY		
15,000	15,000	010-03-54090	COMPUTER/RECORDING UPGRADES	\$15,000
15,000	15,000		Sub Total	\$15,000
119,111	130,981		Administration Sub Fund	\$436,908
2009/10	2010/11	MUNICIPAL COURT		
Actual	Adopted	PERSONNEL		
31,320	32,880	010-04-52010	SALARIES	\$33,209
0	0	010-04-52030	LONGEVITY	\$250
	600	010-04-52035	CERTIFICATION PAY	\$600
2,400	2,450	010-04-52040	SOCIAL SECURITY	\$2,096
100	110	010-04-52050	WORKERS COMP.	\$100
3,550	5,500	010-04-52060	PERS	\$5,033
5,401	5,500	010-04-52110	MEDICAL INSURANCE	\$5,595
634	635	010-04-52120	DENTAL INSURANCE	\$725
80	80	010-04-52130	LIFE INSURANCE	\$72
43,485	47,755		Sub Total	\$47,680
		MATERIALS & SUPPLIES		
6,837	8,000	010-04-53060	CONTRACTUAL SERVICES	\$8,000
0	300	010-04-53070	CONFERENCE AND PROMOTIONAL	\$400
50	200	010-04-53080	DUES & MEMBERSHIPS	\$100
0	200	010-04-53110	EQUIPMENT / OFFICE	\$300
825	1,000	010-04-53270	OFFICE SUPPLIES	\$1,000
571	900	010-04-53300	POSTAGE	\$800
163	500	010-04-53380	TRAINING/EDUCATION	\$1,500
229	400	010-04-53420	UTILITIES / PHONE	\$300
126	450	010-04-53430	COURT/VEHICLE IMPOUND REIMB.	\$400
73	200	010-04-53800	MISC. EXPENDITURE	\$200
8,874	12,150		Sub Total	\$13,000
		CAPITAL OUTLAY		
882	0	010-04-54090	COMPUTER UPGRADES	\$300
882	0		Sub Total	\$300
53,241	59,905		Municipal Court Sub Fund	\$60,980
2009/10	2010/11	PLANNING		
Actual	Adopted	PERSONNEL		
54,492	57,217	010-05-52010	SALARIES	\$57,788
1,000	1,500	010-05-52020	O/T	\$0
250	250	010-05-52030	LONGEVITY	\$500
4,169	4,500	010-05-52040	SOCIAL SECURITY	\$3,583
700	200	010-05-52050	WORKERS COMP.	\$1,150
6,141	10,000	010-05-52060	PERS	\$11,032
11,320	11,490	010-05-52110	MEDICAL INSURANCE	\$11,725
1,095	1,100	010-05-52120	DENTAL INSURANCE	\$1,250
80	80	010-05-52130	LIFE INSURANCE	\$72
79,247	86,337		Sub Total	\$87,100

MATERIALS & SUPPLIES						
0	200	010-05-53060	CONTRACTUAL SERVICES	\$14,000	\$	16,000.00
237	200	010-05-53070	CONFERENCE AND PROMOTIONAL	\$300		
0	100	010-05-53080	DUES & MEMBERSHIPS	\$100		
0	200	010-05-53110	EQUIPMENT/OFFICE	\$200		
781	800	010-05-53190	LEGAL NOTICES	\$900		
546	1,000	010-05-53270	OFFICE SUPPLIES	\$1,300		
0	100	010-05-53280	PERIODICALS & PUBLICATIONS	\$100		
250	400	010-05-53300	POSTAGE	\$400		
0	300	010-05-53380	TRAINING	\$1,400		
72	200	010-05-53400	TRAVEL / SUBSISTANCE	\$200		
219	400	010-05-53420	UTILITIES / PHONE	\$300		
0	1,000	010-05-53430	ENG./PROFESSIONAL REVIEW SVCS.	\$0		
0	0	010-05-53440	MISC. GRANTS	\$0		
0	200	010-05-53460	RECYCLING PROGRAM	\$200		
10	100	010-05-53800	MISC. EXPENDITURE	\$0		
2,115	5,200			Sub Total	\$19,400	\$ 35,400.00
CAPITAL OUTLAY						
	1,000	010-05-54090	COMPUTER UPGRADES	\$0		
2,115	1,000			Sub Total	\$0	
81,362	92,537			Planning Sub Fund	\$106,500	\$ 122,500.00
2009/10 Actual	2010/11 Adopted		POLICE DEPT. PERSONNEL			2011-2012 Adopted by Council
70,119	72,240	010-07-52011	Police Chief			\$72,962
38,064	39,972	010-07-52019	Secretary / Dispatcher			\$40,372
34,188	35,892	010-07-52021	Community Resource Aide/Bower			\$36,251
29,079	29,532	010-07-52070	Downtown Resource Aide/Parking Enforcement			\$29,827
6,116	6,000	010-07-52030	LONGEVITY			\$4,950
64,920	68,160	010-07-52012	Sargeant			\$0
0	0	010-07-52013	Police Officer			\$0
56,553	57,552	010-07-52015	Police Officer			\$61,020
57,390	57,552	010-07-52016	Police Officer			\$61,020
56,148	57,552	010-07-52017	Police Officer			\$61,020
53,021	55,608	010-07-52025	Police Officer			\$61,020
36,514		010-07-52014	Police Officer			\$46,332
0	45,240	010-07-52022	NEW HIRE			\$44,760
51,217	55,000	010-07-52020	OVERTIME			\$55,000
2,720	4,000	010-07-52036	CELL PHONE REIMBURSEMENT			\$4,000
2,200	2,500	010-07-52037	SHIFT DIFFERENTIAL			\$2,500
13,866	18,000	010-07-52035	CERTIFICATION PAY			\$18,000
47,232	50,000	010-07-52040	SOCIAL SECURITY			\$39,904
18,353	30,000	010-07-52050	WORKERS COMP.			\$21,950
56,181	80,000	010-07-52060	PERS			\$94,579
76,899	80,000	010-07-52090	MEDICAL/DENTAL/VISION INSU			\$105,840
68,145	75,000	010-07-52110	MEDICAL INSURANCE			\$54,950
7,828	8,550	010-07-52120	DENTAL INSURANCE			\$6,830
779	800	010-07-52130	LIFE INSURANCE			\$792
847,532	929,150			Sub Total		\$923,879

				MATERIALS & SUPPLIES		
	307	500	010-07-53050	COMMUNICATIONS		\$1,500
	4,537	14,000	010-07-53060	CONTRACTUAL SERVICES		\$10,000
	380	300	010-07-53080	DUES & MEMBERSHIPS		\$300
	17,327	25,000	010-07-53140	FUEL / VEHICLE		\$27,000
	670	750	010-07-53170	INVESTIGATION		\$500
	4,263	4,500	010-07-53200	MAINT / BUILDING		\$5,000
	2,680	2,000	010-07-53210	MAINT / EQUIPMENT		\$1,000
	4,083	3,000	010-07-53240	MAINT / SERVICE CONTRACTS		\$4,000
	10,346	13,500	010-07-53250	MAINT / VEHICLE		\$10,000
	0	500	010-07-53260	Tillamook Narcotics Team		\$100
	5,738	6,000	010-07-53270	OFFICE SUPPLIES		\$6,000
	1,553	2,250	010-07-53300	POSTAGE		\$2,000
	2,644	1,000	010-07-53350	SPECIAL PROGRAMS		\$1,000
	6,578	6,000	010-07-53380	TRAINING		\$4,000
	201	500	010-07-53400	TRAVEL / SUBSISTANCE		\$300
	6,107	7,000	010-07-53410	UNIFORM ALLOWANCE		\$6,500
	4,399	5,000	010-07-53420	UTILITIES / PHONE		\$5,000
	3,260	4,000	010-07-53700	TARGETS & AMMUNITION		\$3,500
	1,195	2,500	010-07-53710	ANIMAL CONTROL		\$3,000
	88	500	010-07-53720	LEDS		\$500
	76,356	98,800			Sub Total	\$91,200
2009/10	2010/11					
Actual	Adopted			CAPITAL OUTLAY		
		11,593	5,000	010-07-54040	EQUIPMENT / GENERAL	\$5,000
				010-07-54050	PD BUILDING PAYMENTS	\$25,300
		0	5,300	010-07-55080	TRUCK/TASER	\$0
		11,593	10,300		Sub Total	\$30,300
				DEBT SERVICE		
			010-07-55080	TRUCK/TASER & VAN PAYDOWN		\$8,000
					Sub Total	\$8,000
		935,481	1,038,250		Police Dept. Total Sub Fund	\$1,053,379
2009/10	2010/11					
Actual	Adopted			PARKS & RECREATION		2011-2012
				MATERIALS & SUPPLIES		Adopted by
		0	300	010-09-53040	CHEMICALS	0
		400	500	010-09-53200	MAINT / BUILDING	0
		193	500	010-09-53210	MAINT / EQUIPMENT	0
		4,462	4,000	010-09-53230	MAINT / MATERIALS	0
		2,297	2,000	010-09-53360	SPECIAL PROJECTS/OPEN SPACE	0
		1,399	1,500	010-09-53430	UTILITIES / POWER	0
		8,751	8,800		Sub Total	0
						Council

2010 Actual	2011 Adopted		WATER FUND REVENUES	FY11-12 Adopted by Council	FY11-12 SUPPLEMENTAL BUDGET 6/18/2012
1,603,699	1,384,966	021-01-40000	AVAILABLE FUND BALANCE	\$1,205,500	\$ 75,000.00
0	34,000	021-00-41570	FROM SEWER FUND (FOR BILLING SERV)	\$34,000	
10,578	9,000	021-01-41160	ANTICIPATED SDC INCOME	\$5,000	
4,973	10	021-01-41170	INTEREST INCOME	\$500	
1,212,984	1,195,775	021-01-41400	WATER REVENUE	\$1,315,352	
2,433	2,000	021-01-41410	CONNECTION FEES	\$1,500	
0	500	021-01-41415	LABOR AND EQUIP	\$500	
1,724	1,000	021-01-41420	RECONNECTS	\$1,000	
7,602	5,000	021-01-41430	MISCELLANEOUS INCOME	\$6,400	
0	10	021-01-41425	GRANTS	\$0	
14,280	14,280	021-01-41445	GENERAL FUND LOAN REPAYMENT	\$14,280	
0	100	021-01-41550	FLOOD MITIGATION REIMBURSEMENT	\$100	
2,858,273	2,646,641		Total Revenues	\$2,584,132	\$ 2,659,132.00
			EXPENDITURES		
			PERSONNEL (OFFICE)		
29,880	31,008	021-01-52010	WATER CLERK/FINANCIAL ASST.	\$0	
35,892	37,692	021-01-52013	CLERK/SECRETARY		
0	0	021-01-52014	WATER DEPT. CLERK	\$0	
26,666	32,780	021-01-52015	CITY MANAGER	\$0	
13,106	14,026	021-01-52016	CITY RECORDER	\$0	
702	0	021-01-52020	O/T	\$0	
250	250	021-01-52030	LONGEVITY	\$0	
8,234	5,300	021-01-52040	SOCIAL SECURITY OFFICE	\$0	
270	500	021-01-52050	WORKERS COMPENSATION	\$0	
9,649	18,000	021-01-52060	PERS OFFICE	\$0	
30,028	40,250	021-01-52110	HEALTH INSURANCE OFFICE	\$0	
2,963	4,200	021-01-52120	DENTAL	\$0	
186	260	021-01-52130	LIFE	\$0	
4,205	5,000	021-01-52080	UNEMPLOYMENT INSURANCE	\$0	
162,031	189,266		Office Personnel Expenditures	\$0	
			CONTINGENCY		
2,000	2,000	021-01-53500	CONTINGENCY	\$0	
2,000	2,000		Sub Total	\$0	
			PERSONNEL		
43,754	38,285	021-02-52010	PUBLIC WORKS DIRECTOR	\$38,670	
61,824	64,920	021-02-52011	ASST PW DIRECTOR/REGIONAL WATER	\$65,569	
45,266	46,632	021-02-52012	UTILITY 1 -	\$47,098	
0	0	021-02-52013	UTILITY 1	\$0	
33,602	34,188	021-02-52016	UTILITY WORKER 1	\$34,530	
		021-01-52010	WATER CLERK/BOOKKEEPER	\$31,318	
3,084	30,000	021-02-52017	UTILITY WORKER 1 (HIRE JAN IF FUNDING O.K.)	\$16,000	
32,105	35,000	021-02-52020	O/T	\$35,000	
4,997	5,000	021-02-52030	LONGEVITY	\$3,778	
17,100	16,500	021-02-52040	SOCIAL SECURITY	\$16,628	
12,117	11,000	021-02-52050	WORKERS COMPENSATION	\$13,125	
22,438	22,600	021-02-52060	PERS	\$47,694	
41,586	55,100	021-02-52110	HEALTH INSURANCE	\$60,638	
4,038	5,400	021-02-52120	DENTAL	\$6,250	
275	360	021-02-52130	LIFE	\$360	
8,995	8,000	021-02-52080	UNEMPLOYMENT INSURANCE	\$15,000	
331,181	372,985		Personnel Expenditures	\$431,658	

2010	2011	MATERIALS & SUPPLIES		
Actual	Adopted			
9,987	15,000	021-02-53070	MEETINGS/SCHOOLS/TRAINING/SAFETY	\$15,000
1,281	4,000	021-02-53080	DUES AND SUBSCRIPTIONS	\$4,000
9,788	8,000	021-01-53065	AUDIT	\$5,150
753	2,000	021-01-53190	LEGAL	\$1,000
0	1,800	021-01-53195	TEMP SERVICES	\$0
0	4,400	021-01-53200	JANITORIAL	\$0
30	200	021-01-53205	REPAIRS	\$200
7,719	8,000	021-01-53250	MAINTENANCE AGREEMENTS	\$9,000
1,665	1,000	021-01-53260	MISCELLANEOUS-COPIER	\$1,000
0	200	021-01-53265	BANK CHARGES	\$300
4,254	4,000	021-01-53270	OFFICE SUPPLIES	\$0
500	5,000	021-01-53290	PERMITS AND LICENSES	\$5,000
6,125	8,000	021-01-53300	POSTAGE	\$8,000
0	100	021-01-53400	OFFICE MILEAGE	\$100
10,469	12,000	021-01-53420	TELEPHONE	\$14,000
0	1,000	021-01-53430	OFFICE LIGHTS AND POWER	\$500
21	500	021-01-53580	ADVERTISING	\$1,000
		021-01-53590	INTERNAL SERVICE FEE TO GF	\$72,760
30,708	23,915	021-01-53070	UTILITY FRANCHISE FEE TO GF	\$35,873
17,656	21,000	021-02-53160	GENERAL INSURANCE	\$21,000
20,975	10,000	021-02-53195	TEMP SERVICES	\$11,800
0	600	021-02-53200	REPAIRS JANITORIAL	\$1,100
1,173	1,000	021-02-53201	SHOP BUILDING AND YARD REPAIRS	\$1,000
0	5,000	021-02-53210	RADIO REPAIRS AND REPLACEMENTS	\$5,000
1,696	5,000	021-02-53211	SMALL TOOLS REPAIR/PURCHASE	\$5,000
938	3,000	021-02-53240	LIGHTS AND POWER	\$3,000
5,023	5,000	021-02-53250	SHOP OPERATING SUPPLIES	\$5,000
66	500	021-02-53251	FREIGHT	\$500
0	100	021-02-53550	FLOOD MITIGATION EXPENDITURES	\$100
420	2,455	021-02-53260	MISCELLANEOUS	\$1,000
3,393	4,000	021-02-53270	OFFICE SUPPLIES	\$7,000
4,648	6,000	021-02-58020	TIMBER FIRE CONTROL TAX	\$6,000
17,697	25,000	021-03-53140	VEHICLE OPERATING EXPENSES/CDL	\$30,000
24,817	30,000	021-03-53252	EQUIPMENT MAINTENANCE	\$30,000
0	500	021-03-53351	PORTABLE VAC	\$500
29,369	150,000	021-03-53355	EQUIPMENT PURCHASE/REPLACEMENT	\$0
7,815	35,000	021-04-53040	CHEMICALS FILTER PLANT	\$25,000
30,873	30,000	021-04-53200	REPAIRS FILTER PLANT	\$30,000
1,767	1,000	021-04-53250	SUPPLIES FILTER PLANT	\$2,000
107	1,000	021-04-53260	MISCELLANEOUS	\$1,000
4,689	6,500	021-04-53430	POWER FILTER PLANT	\$7,000
1,226	5,000	021-04-53450	PROPANE FILTER PLANT	\$5,000
385	1,000	021-05-58110	WELL 1	\$1,000
4,642	7,000	021-05-58120	WELL 2	\$10,000
2,381	7,000	021-05-58130	WELL 3	\$10,000
63,444	80,000	021-06-53020	SYSTEM REPAIRS/METER CHANGES	\$80,000
4,447	10,000	021-06-53030	METER TEST/REPAIR	\$10,000
7,726	50,000	021-06-53060	ENGINEERING AND SURVEYS	\$50,000
19,636	30,000	021-06-53250	STOCK PURCHASES SHOP	\$30,000
39,274	650,000	021-06-55065	SYSTEM UPGRADE	\$0
0	1,000	021-06-55070	TRASK RIVER CROSSING	\$1,000
17,014	35,000	021-06-58010	WATER TESTING	\$35,000
0	500	021-06-55330	PORT WATER LINE	\$500
0	500	021-06-55340	PORT METER	\$500
0	1,000	021-06-55350	HWY101 S LINE	\$1,000
0	20,000	021-06-54010	GIS/GPS	\$0
		021-06-54020	LOAN TO GENERAL FUND	\$300,000
151,541	878,000		Materials & Services Expenditures	\$899,883

2010 Actual	2011 Adopted		CAPITAL OUTLAY		
		021-06-54010	GIS/GPS	\$20,000	
		021-06-55065	SYSTEM UPGRADE(FAWCETT,DAM,HH,101)	\$650,000	
		021-01-54050	OFFICE EQUIPMENT	\$1,000	
		021-01-54090	COMPUTER EXPENSE	\$2,000	
0	20,000	021-07-54040	CAPITAL AUTO METER READ/BOOKS	\$7,000	
52,909	25,000	021-07-55080	SERVICE TRUCK REPLACEMENT	\$175,000	
57,397	300,000	021-07-55900	NEW OFFICE BUILDING	\$100,000	
110,306	345,000		Capital Expenditures	\$955,000	
2010 Actual	2011 Adopted		DEBT SERVICE		
0	0	021-10-50000	DEBT SERVICE RESERVE	\$0	
81,734	85,025	021-10-56110	PRINCIPAL BOND 1	\$76,543	
12,582	9,290	021-10-56115	INTEREST BOND 1	\$4,401	
110,503	116,183	021-10-56120	PRINCIPAL BOND 2	\$122,137	
46,264	40,584	021-10-56125	INTEREST BOND 2	\$34,630	
70,235	73,845	021-10-56130	PRINCIPAL BOND 3	\$77,360	
29,405	25,795	021-10-56135	INTEREST BOND 3	\$22,010	
24,775	25,952	021-10-56140	PRINCIPAL BOND 4	\$27,185	
14,623	13,446	021-10-56145	INTEREST BOND 4	\$12,213	
390,121	390,120		Debt Service Expenditures	\$376,479	
2010 Actual	2011 Adopted		CAPITAL OUTLAY		
0	0	021-20-53500	CONTINGENCY (old/new) INTERTIE	\$32,000	
		021-20-53510	RESERVES FOR REPLACEMENT (Assigned)	\$83,000	
0	0	021-20-55070	SYSTEM DEVELOPMENT PROJECTS	\$0	
0	0		Capital Outlay Expenditures	\$115,000	
#REF!	#REF!		TOTAL WATER FUND EXPENDITURES	\$2,659,020	\$ 2,659,020.00
448,388	448,388		UEFB 4% (Restricted)	-\$74,888	\$ 112.00
2,858,273	2,646,641		TOTAL WATER FUND REVENUES	\$2,584,132	\$ 2,659,132.00

2010	2011		SEWER FUND REVENUES	FY11-12 Adopted by Council	FY11-12 SUPPLEMENTAL BUDGET 6/18/2012
Actual	Adopted				
1,490,000	1,405,457		BEGINNING FUND BALANCE	\$288,000	\$ 175,000.00
0	0	022-00-41080	LOAN RESERVE CARRYOVER	\$0	
10,000	10,000	022-00-41090	CONNECTION FEE	\$5,000	
15,000	2,000	022-00-41170	INVESTMENT EARNINGS	\$1,500	
1,180	1,200	022-00-41220	MISC. FEES	\$400	
6,000	6,000	022-00-41390	SPECIAL REVENUES	\$2,000	
1,496,000	1,847,160	022-00-41440	USER FEES	\$2,121,269	
0	0	022-00-41470	NEW - DEQ LOAN #4 - ENGINEERING	\$0	
2,500,000	0	022-00-41490	DEQ LOAN #6 - R91567		
		022-00-41495	DEQ LOAN NEW w/FORGIVENESS	\$1,500,000	
0	0	022-00-41500	CDBG GRANT	\$0	
0	0	022-00-41550	OECD LOAN	\$0	
0	0	022-00-41600	OECD GRANT	\$0	
12,240	12,240	022-00-41445	STREET FUND LOAN REPAYMENT	\$12,240	
5,530,420	3,284,057			Total Revenues \$3,930,409	\$ 4,105,409.00
			EXPENDITURES	FY11-12	
			DEBT SERVICE	Adopted by	
				Council	
Actual	Adopted				
148,517	154,168	022-10-56110	PRINCIPAL-LOAN #1 R91562	\$160,035	
28,822	23,171	022-10-56115	INTEREST-LOAN #1	\$17,304	
3,639	2,882	022-10-56118	FEES-LOAN #1	\$2,097	
0	0	022-10-56119	LOAN #1 RESERVE	\$0	
20,143	20,791	022-10-56120	PRINCIPLE-LOAN #2 R91563	\$21,459	
11,477	10,829	022-10-56125	INTEREST-LOAN #2	\$10,161	
1,774	1,672	022-10-56128	FEES-LOAN #2	\$1,566	
0	0	022-10-56129	LOAN #2 RESERVE	\$0	
70,523	0	022-10-56130	PRINCIPLE-LOAN #3 R91564	\$0	
1,272	0	022-10-56135	INTEREST-LOAN #3	\$0	
177	0	022-10-56138	FEES-LOAN #3	\$0	
0	0	022-10-56139	LOAN #3 RESERVE	\$0	
0	38,940	022-10-56140	PRINCIPLE-LOAN #4 R91565	\$35,949	
5,168	1,876	022-10-56145	INTEREST-LOAN #4	\$1,317	
0	0	022-10-56148	FEES-LOAN #4	\$0	
0	0	022-10-56149	LOAN #4 RESERVE	\$0	
8,457	8,696	022-10-56150	PRINCIPLE- LOAN #5 R91566	\$8,942	
4,667	4,428	022-10-56155	INTEREST-LOAN #5	\$4,182	
820	777	022-10-56158	FEES-LOAN #5	\$733	
0	0	022-10-56159	LOAN #5 - RESERVE	\$0	
24,319	0	022-10-56170	PRINCIPLE-LOAN #6 R91567	\$311,185	
24,736	900,000	022-10-56175	INTEREST-LOAN #6	\$1,542,632	
0	504,000	022-10-56178	FEES-LOAN #6	\$80,573	
0	73,604	022-10-56180	OECD LOAN \$1 MILLION	\$69,278	
15,175	15,175	022-10-56160	ANDERSON PROPERTY LOAN	\$15,175	
369,686	1,761,009			Sub Total \$2,282,588	

2010 Actual	2011 Adopted		PERSONNEL	FY11-12 Adopted by Council	
55,032	55,035	022-22-52025	WWTP SUPERVISOR	\$58,358	
51,408	51,410	022-22-52012	CHIEF OPERATOR	\$54,528	
0	0	022-22-52013	OPERATOR II	\$0	
0	0	022-22-52014	PW TECHNICIAN	\$0	
31,219	32,780	022-22-52015	CITY MANAGER	\$0	
17,050	21,040	022-22-52016	CITY RECORDER	\$0	
29,170	38,285	022-22-52017	PUBLIC WORKS DIRECTOR	\$30,936	
0	0	022-22-52018	OPERATOR I/LAB TECH	\$0	
43,189	38,400	022-22-52019	LABORER	\$41,928	
18,738	31,920	022-22-52022	WWTP OPERATOR II (NEW HIRE)	\$32,000	
23,279	25,000	022-22-52020	OVERTIME	\$25,000	
5,167	5,500	022-22-52030	LONGEVITY	\$4,541	
20,996	21,500	022-22-52040	SOCIAL SECURITY	\$15,050	
5,337	12,500	022-22-52050	WORKERS COMP.	\$13,370	
29,088	25,000	022-22-52060	PERS	\$43,919	
51,969	28,000	022-22-52110	MEDICAL INSURANCE	\$53,510	
5,989	4,500	022-22-52120	DENTAL INSURANCE	\$6,805	
338	350	022-22-52130	LIFE INSURANCE	\$317	
0	3,000	022-22-52135	UNEMPLOYMENT INSURANCE	\$5,000	
387,969	394,220				
			Sub Total	\$385,262	
2010 Actual	2011 Adopted		MATERIALS/SUPPLIES	FY11-12 Adopted by Council	
90,004	90,000	022-22-53040	CHEMICALS/CHLORINE	\$95,000	
12,636	10,000	022-22-53065	AUDIT	\$4,120	
30,178	34,000	022-22-53070	SEWER UTILITY FRANCHISE FEE	\$38,125	
380	500	022-22-53080	DUES & MEMBERSHIPS	\$500	
5,987	10,000	022-22-53140	FUEL / VEHICLE	\$10,000	
26,961	27,000	022-22-53160	INSURANCE	\$27,000	
18,397	30,000	022-22-53210	MAINT / EQUIPMENT / BLDG	\$30,000	
12,093	35,000	022-22-53220	MAINT / LIFT STATIONS	\$35,000	
24,643	30,000	022-22-53230	MAINT / MATERIALS	\$40,000	
0	5,000	022-22-53240	MAINT/SERVICE CONTRACTS (NEW)	\$5,500	
7,290	30,000	022-22-53250	MAINT / VEHICLE	\$30,000	
2544	2,500	022-22-53270	OFFICE SUPPLIES	\$2,500	
12,593	12,000	022-22-53290	PERMITS / LICENSES	\$10,000	
1,197	2,000	022-22-53300	POSTAGE	\$1,000	
39,340	41,328	022-22-53360	SPECIAL PROJECTS/ENGINEERING	\$40,000	
0	10,000	022-22-53365	LEGAL	\$10,000	
4,069	8,000	022-22-53380	TRAINING/SAFETY	\$8,000	
495	1,000	022-22-53400	TRAVEL / SUBSISTANCE	\$1,000	
518	4,000	022-22-53410	UNIFORM ALLOWANCE	\$2,000	
19,391	25,000	022-22-53370	SEASONAL RELIEF (old/new) LEGAL FEES	\$378,624	\$ 170,000.00
7,419	6,000	022-22-53420	UTILITIES / PHONE	\$10,000	
47,704	55,000	022-22-53430	UTILITIES / POWER	\$60,000	
13,335	16,000	022-22-53440	SUPPLIES/LABORATORY	\$20,000	
33,022	35,000	022-22-53450	PROPANE	\$20,000	
109,056	110,000	022-22-53460	BIO SOLIDS	\$80,000	
20,643	100,000	022-22-53470	PRESSURE SEWER	\$0	
		022-22-65000	STREET DEPT. LABOR	\$5,000	
		022-22-65400	WATER DEPT. BILLING SERVICES	\$34,000	
		022-22-65405	INTERNAL SERVICE FEE TO GF	\$81,049	
539,895	729,328				
			Sub Total	\$1,078,418	\$ 1,248,418.00

2010 Actual	2011 Adopted		CAPITAL OUTLAY	FY11-12 Adopted by Council	
1,590	50,000	022-22-54060	EQUIPMENT / MISC (incl. \$2,277 for security cameras)	\$10,500	
4,172	10,000	022-22-54070	IMPELLORS/BEARINGS/MOTORS	\$0	
1,138	2,500	022-22-54090	COMPUTER	\$1,000	
0	150,000	022-22-54100	CAPITAL PROJECTS	\$0	\$ 5,000.00
0	60,000	022-22-54105	WWTP LAND APPLICATION & EQUIP.	\$0	
		022-22-54115	SPECIAL PROGRAMS CROSS CONNECTIONS	\$0	
15,267	80,000	022-22-54116	SPECIAL PROGRAMS / I&I	\$0	
2,203,793	10,000	022-22-54120	WWTP EXPANSION PROJECT	\$0	
0	0	022-22-54200	CDBG GRANT EXPENDITURE	\$0	
0	0	022-22-54300	OECCD GRANT EXPENDITURE	\$0	
2,225,960	362,500		Sub Total	\$11,500	\$ 16,500.00
2010 Actual	2011 Adopted		DEBT SERVICE	FY11-12 Adopted by Council	
0	0	022-22-55000	HWY 101 GRAVITY LINE FINANCING	\$100,000	
0	0		Sub Total	\$100,000	
2010 Actual	2011 Adopted		TRANSFERS	FY11-12 Adopted by Council	
1,000	3,000	022-22-65000	STREET DEPT. LABOR	\$0	
0	34,000	022-22-65400	WATER DEPT. #2100	\$0	
1,000	37,000		Sub Total	\$0	
3,524,510	3,284,057		TOTAL SEWER FUND EXPENDITURES	\$3,857,768	\$ 3,932,768.00
273,236	255,099		UEFB 2% (Restricted)	\$72,641	\$ 172,641.00
5,530,420	3,284,057		TOTAL SEWER FUND REVENUES	\$3,930,409	\$ 4,105,409.00

		9-1-1 COMMUNICATIONS REVENUES		FY11-12	FY 11-12
				Adopted by	SUPPLEMENTAL
				Council	BUDGET
2010	2011				6/18/2012
Actual	Adopted				
24,153	23,500	096-00-41390	SPECIAL REVENUES	\$23,500	\$ 698.44
24,153	23,500		Total Revenues	\$23,500	\$ 24,198.44
EXPENDITURES					
2010	2011				
Actual	Adopted				
24,153	23,500	096-96-53350	SPECIAL PROGRAMS	\$23,500	\$ 698.44
24,153	23,500		TOTAL 9-1-1 EXPENDITURES	\$23,500	\$ 24,198.44
24,153	23,500		TOTAL 9-1-1 REVENUES	\$23,500	\$ 24,198.44

NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by more than 10 percent.

A public hearing on a proposed supplemental budget for the City of Tillamook for the fiscal year July 1, 2011 to June 30, 2012, will be held at City Hall, 210 Laurel Avenue, Tillamook, OR 97141. The hearing will take place on June 18, 2012 at 7:00 p.m.. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after June 14, 2012 at Tillamook City Hall from 8:00 a.m. to 4:00 p.m.. The document may also be viewed on the City website at: www.tillamookor.gov

SUMMARY OF SUPPLEMENTAL BUDGET

PUBLISH ONLY THOSE FUNDS BEING MODIFIED MORE THAN 10 PERCENT

FUND: Sewer Fund #2200

Resource	Amount	Expenditure	Amount
1 Increase Beginning Fund Balance	\$ 175,000.00	1 Materials and Supplies	\$ 170,000.00
		2 Capital Projects	\$ 5,000.00
Revised Total Resources	\$ 175,000.00	Revised Total Requirements	\$ 175,000.00

Comments:

Additional legal costs

FUND: General Fund #1000

Resource	Amount	Expenditure	Amount
1 Pass Through Hazard Mitigation Grant	\$ 16,000.00	1 Contractual Services	\$ 16,000.00
Revised Total Resources	\$ 16,000.00	Revised Total Requirements	\$ 16,000.00

Comments:

Hazard mitigation plan

FUND: Water Fund #2100

Resource	Amount		
1 Beginning Fund Balance Adjustment	\$ 75,000.00		
Revised Total Resources	\$ 75,000.00		

Comments:

Correction to revenue amount after previous supplemental budget.

FUND: 9-1-1 Communications #9600

Resource	Amount	Expenditure	Amount
1 Pass Through Special Revenues	\$ 698.44	1 Special Programs (9-1-1)	\$ 698.44
Revised Total Resources	\$ 698.44	Revised Total Requirements	\$ 698.44

Comments:

Pass through revenue for 9-1-1 Communications.

POSTED 6/14/2012: Tillamook City Hall

ORDINANCE #1267

**AN ORDINANCE MAKING CERTAIN DETERMINATIONS AND FINDINGS
RELATING TO AND APPROVING THE THIRD AMENDMENT
(SUBSTANTIAL) TO THE TILLAMOOK URBAN RENEWAL PLAN**

WHEREAS, the City Council of the City of Tillamook approved the Tillamook Urban Renewal Plan by adoption of Ordinance No. 1266 on November 20, 2006, approving the publishing of the Urban Renewal Plan, which Plan has thereafter been amended two times. The Tillamook Urban Renewal Plan, as amended through the Second Amendment is referred to herein as the “Plan”; and

WHEREAS, the Urban Renewal Agency of the City of Tillamook (“Agency”), as the duly authorized and acting urban renewal agency of the City of Tillamook, Oregon, is proposing to change the Plan to increase the maximum indebtedness that may be incurred under the Plan, to add and delete acreage in the Plan, to update the projects in the Plan and to generally update the Plan (the “Amendment”). Such changes are proposed so that the original objectives in the Plan may be fully accomplished and the urban renewal projects called for in the Plan, as amended, may be completed; and

WHEREAS, under the terms of Section 1100 (Amendments to the Urban Renewal Plan) of the Plan and under state law an amendment adding acreage in excess of one percent of the original acreage of the Plan is a Substantial Amendment and requires the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120; and

WHEREAS, under the terms of Section 1100 (Amendments to the Urban Renewal Plan) of the Plan and under state law an amendment increasing the maximum indebtedness of the Plan is a Substantial Amendment and requires the notice, hearing, and approval procedures required by ORS 457.095, and special notice as provided in ORS 457.120; and

WHEREAS, the Amendment increases the maximum indebtedness of the Plan in an amount that does not exceed twenty percent of the original maximum indebtedness of the Plan, from \$12,228,000 to \$15,132,606, an increase of \$2,904,606 and makes certain other changes to bring the Plan up to date; and

WHEREAS, the Agency, pursuant to the requirements of ORS Chapter 457, has prepared the Amendment which is attached to this Ordinance as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the Agency has caused the preparation of a Report accompanying the Amendment as required by ORS 457.085(3) (“Report”), which Report dated May 7, 2012 is attached to this Ordinance as Exhibit B and incorporated herein by this reference; and

WHEREAS, the Amendment removes properties and adds properties to the area of the Plan and makes certain other changes to bring the Plan up to date; and

WHEREAS, the Amendment and the Report were forwarded April 12, 2012 to the governing body of each taxing district affected by the Amendment, and the Agency has thereafter consulted and conferred with said districts; and

WHEREAS, the Amendment and the Report were forwarded to the City of Tillamook Planning Commission for recommendation, the Planning Commission considered the Amendment and Report on April 19, 2012 and voted that the Plan with the Amendment conformed with the Tillamook Comprehensive Plan and made a recommendation (Planning Commission Recommendation Exhibit C"); and

WHEREAS, on April 18 2012 Agency representatives met with the Board of Commissioners of Tillamook County to review the Amendment; and

WHEREAS, the City Council has not received written recommendations from the governing bodies of the affected taxing districts; and

WHEREAS, on April 12, 2012 , 2012 the City caused notice of the hearing to be held before the City Council on the Amendment, including the required statements of ORS 457.120(3), to be mailed to postal patrons in the City of Tillamook and on May 1, 2012 posted notice of hearing in approved locations; and

WHEREAS, on May 7, 2012 the City Council held a public hearing to review and consider the Amendment, the Report, the Planning Commission Recommendation, and to receive public testimony; and

WHEREAS, after consideration of the record presented through this date, the City Council does by this Ordinance desire to approve the Amendment.

NOW THEREFORE, THE COUNCIL OF THE CITY OF TILLAMOOK HEREBY ORDAINS THAT:

Section 1. The Amendment complies with all requirements of ORS Chapter 457 and the specific criteria of 457.095(1) through (7), in that, based on the information provided in the Report, the Planning Commission Recommendation and the public testimony before the City Council:

1. The process for the adoption of the Amendment, has been conducted in accordance with the provisions of Chapter 457 of the Oregon Revised Statutes;

2. The area designated in the Plan as the Tillamook Urban Renewal Area ("Area") and the property to be added as identified in the Third Amendment to the Plan is blighted, as defined by ORS 457.010(1) and continues to be eligible for inclusion within the Plan because of conditions described in the Report in the Section "Existing Physical, Social, and Economic

Conditions and Impacts on Municipal Services”, including the underdevelopment of property within the Area (ORS457.010(1)(g) and (h));

3. The rehabilitation and redevelopment described in the Amendment to be undertaken by the Agency is necessary to protect the public health, safety or welfare of the City because absent the completion of urban renewal projects, the Area will fail to contribute its fair share of property tax revenues to support City services and will fail to develop and/or redevelop according the goals of the City’s Comprehensive Plan;

4. The Amendment conforms to the Tillamook Comprehensive Plan and provides an outline for accomplishing the projects described in the Plan, as more fully described in the Plan as amended by this Amendment and in the Planning Commission Recommendation;

5. No residential displacement will occur as a result of the acquisition and disposition of land and redevelopment activities proposed in the Amendment and therefore the Amendment does not include provisions to house displaced persons;

6. No acquisition of property is provided for in this Amendment.

7. Adoption and carrying out the Plan, as amended by this Amendment is economically sound and feasible in that eligible projects and activities will be funded by urban renewal tax revenues derived from a division of taxes pursuant to section 1c, Article IX of the Oregon Constitution and ORS 457.440 and other available funding as more fully described in the Section “Financial Analysis of the Plan” of the Report;

8. The City shall assume and complete any activities prescribed it by the Plan; and

9. The Agency consulted and conferred with affected overlapping taxing districts prior to the Plan being forwarded to the City Council.

Section 4: The Third Amendment to the Tillamook Urban Renewal Plan is hereby approved based upon review and consideration by the City Council of the Plan and Report, and the Planning Commission Recommendations, each of which is hereby accepted, and the public testimony in the record.

Section 5: The City Manager shall forward forthwith to the Agency a copy of this Ordinance.

Section 6: The Agency shall thereafter cause a copy of the Amendment to be recorded in the Records of Tillamook County, Oregon.

Section 7: The City Manager, in accordance with ORS 457.115, shall publish notice of the adoption of the Ordinance approving the Amendment, including the provisions of ORS 457.135, in the Tillamook Headlight Herald no later than four days following adoption of this Ordinance.

Section 8: The City Manager is authorized to prepare a cumulative, restated urban renewal plan incorporating the First through Third Amendments to the Plan.

PASSED 1st reading by the Tillamook City Council this 7th day of May , 2012.

PASSED 2nd reading by the Tillamook City Council this _____ day of _____, 2012.

APPROVED by the Tillamook City Council this _____ day of _____, 2012.

Mayor Suzanne Weber

ATTEST:

City Recorder

Attachment: Exhibit A – Tillamook Urban Renewal Plan Third Amendment
Exhibit B – Report on the Tillamook Urban Renewal Plan Third Amendment
Exhibit C – Tillamook Planning Commission Report and Recommendation

ORDINANCE NO. 1268

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF SECOND STREET WEST OF BIRCH AVENUE, EAST OF ASH AVENUE BETWEEN BLOCKS 3 & 10 OF THE SECOND STILLWELL ADDITION AND A PORTION OF ASH AVENUE EXTENDING A DISTANCE OF APPROXIMATELY 270 FEET NORTH OF SECOND STREET WEST OF BLOCK 3 OF THE SECOND STILLWELL ADDITION LOCATED WITHIN THE CITY OF TILLAMOOK, TILLAMOOK COUNTY, OREGON

WHEREAS, this matter came before the Tillamook City Council (hereafter "Council") in a public hearing on June 18, 2012, pursuant to ORS 271.120, and

WHEREAS, the Council is fully apprised of the records and files herein, and

WHEREAS, consent of all abutting property owners and signatures of more than 2/3 of property owners in an area of real property affected within the affected area defined as an area extending 200 feet on either side of the streets and 400 feet beyond each terminus of the proposed vacations, pursuant to ORS 271.080, and

WHEREAS, no written objections from land owners within the affected area (as prescribed by ORS 271.110) nor remonstrances were received, and

WHEREAS, the portion of Second Street proposed for vacation extends west of Birch Avenue, east of Ash Avenue between blocks 3 & 10 of the Second Stillwell Addition and the portion of Ash Avenue proposed for vacation extends a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition located within the City of Tillamook, Tillamook County, Oregon, and

WHEREAS, notice of the proposed vacation was given as provided in ORS 271.110, published in the Headlight Herald, a newspaper of general circulation within the City's jurisdictional boundaries, on May 30 and June 6, 2012. The date of first publication was not less than 14 days before the scheduled hearing, and further notice was posted in four of the most public places in the City, e.g. City Hall, Tillamook County Library, Tillamook County Courthouse, and Tillamook Fire District in Tillamook, on June 4, 2012, and posted at or near each end of the proposed vacations in at least two conspicuous places in the proposed vacation area at least 14 days before the hearing, and

NOW, THEREFORE, the City ordains as follows:

Section 1. The Tillamook City Council agrees that it is proper and expedient that said vacation be granted with the following conditions:

- 1) A twenty (20) foot public utility easement be recorded to benefit water, sewer, storm sewer, and City Public Works Department access within these vacated portions of Second Street and Ash Avenue and the adjacent property (Tax Lot 4400);
- 2) Access be provided to the easement on this vacated portions of Second Street and Ash Avenue;
- 3) Consolidation of land-locked parcel (Tax Lot 4601) with adjacent property (Tax Lot 4500).

Section 2. The Tillamook City Council agrees that once these conditions are met, portion of Second Street proposed for vacation west of Birch Avenue, east of Ash Avenue between blocks 3

& 10 of the Second Stillwell Addition and the portion of Ash Avenue proposed for vacation extending a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition, as described in Attachment A and shown on the Assessor's Map in Attachment B, shall be vacated with title to said street portion attached to abutting property in equal proportions.

PASSED 1st reading by the City Council this 18th day of June, 2012.

PASSED 2nd reading by the City Council this 2nd day of July, 2012.

ADOPTED by the Tillamook City Council this 2nd day of July, 2012, 2012.

APPROVED:

Suzanne Weber, Mayor

ATTEST:

Abigail Donowho, City Recorder

Accounts Payable Computer Check Proof List



User: adm

Printed: 06/05/2012 - 2:14 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4845 1st Qtr 12-13	OR Dept of Revenue 1st Qtr Workers Assessment 2012 Check Total:	434.89 434.89	06/05/2012	Check Sequence: 1 010-10-53160	ACH Enabled: No
Vendor:0464 11-12 Audit	Secretary of State-Audits Div Audit 2011-2012 Check Total:	300.00 300.00	06/05/2012	Check Sequence: 2 010-10-53065	ACH Enabled: No
	Total for Check Run:	734.89			
	Total Number of Checks:	2			

Accounts Payable Computer Check Proof List



User: adm

Printed: 06/07/2012 - 4:39 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4804	Computer Support & Services, L				ACH Enabled: No
1574	IT Services April 2012	633.75	06/07/2012	010-01-53060	Check Sequence: 1
1574	IT Serv Contract- 4/12, backup-5/12,xtra	381.60	06/07/2012	022-22-53240	
1574	IT Serv Contract- 4/12, backup-5/12,xtra	1,047.50	06/07/2012	021-06-53020	
1574	IT Services April 2012	90.50	06/07/2012	020-20-53130	
1574	IT Serv Contract- 4/12, backup-5/12,xtra	2,554.28	06/07/2012	010-10-53240	
1574	IT Services April 2012	964.85	06/07/2012	010-07-53240	
	Check Total:	5,672.48			
Vendor:4826	First Bankcard				ACH Enabled: No
051612140842	Food for tsunami drill	60.00	06/07/2012	010-07-53350	Check Sequence: 2
114714	Food-Budget Committee Mtg 5/8/12	66.05	06/07/2012	010-01-53410	
1205012	Food-Tour Des Trees mtg 5/2/12	22.97	06/07/2012	070-70-53580	
1205221	Drinks for tsunami drill	18.14	06/07/2012	010-07-53350	
130923Wtr Div	9.5" KISI" folding saw, fire tool bracket	114.25	06/07/2012	021-03-53252	
164845	Gasoline - IIMC conference-AD	74.69	06/07/2012	010-03-53400	
2004041634940	Server licenses-PD	612.28	06/07/2012	010-07-53060	
2004041636507	VLA backup exec 2012/server licenses-PD	848.86	06/07/2012	010-07-53060	
22-6449	Parking IIMC Conference 5/23/12-AD	9.00	06/07/2012	010-03-53070	
23-3203	Parking IIMC Conference 5/21/12-AD	9.00	06/07/2012	010-03-53070	
23-3227	Parking IIMC Conference 5/22/12-AD	9.00	06/07/2012	010-03-53070	
2452353	(4) 3/4" PVC ball valves-WW Div	77.44	06/07/2012	022-22-53230	
26197	Vehicle,Criminal&animal control OR codes	278.69	06/07/2012	010-07-53270	
274086	100 lightweight ear plugs w/o cords-WW D	45.43	06/07/2012	022-22-53380	
327428	Lunch-IIMC Conference 5/23/12-AD	21.93	06/07/2012	010-03-53400	
348906	Lunch meeting w/Big River	30.00	06/07/2012	022-22-53370	
4.25.12	1-5gal wtr,cooler rent 5/12,100 cups-WW	25.25	06/07/2012	022-22-53230	
4.27.12	4gal distilled wtr,cooler rent 4/12,&wtr	44.39	06/07/2012	022-22-53230	
4.30.12 AS	12-13 Annual VISA membership-AS	15.00	06/07/2012	021-02-53080	
4.30.12 DP	12-13 Annual VISA membership-DP	15.00	06/07/2012	022-22-53230	
4.30.12 JW	12-13 Annual VISA membership-JW	15.00	06/07/2012	020-20-53080	
4.30.12 SB	12-13 Annual VISA membership-SB	15.00	06/07/2012	021-02-53080	
4.30.12 TL	12-13 Annual VISA membership-TL	15.00	06/07/2012	021-02-53080	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4.30.12 VR	12-13 Annual VISA membership-VR	15.00	06/07/2012	022-22-53230	
445398	Shipping for water samples-WW Div	38.13	06/07/2012	022-22-53300	
5.15.12	Food for budget meeting 5/15/12	23.05	06/07/2012	010-01-53410	
5.16.12	Food & drinks for tsunami drill	38.04	06/07/2012	010-07-53350	
5.2.12	Snacks-Tour Des Trees mtg 5/2/12	17.00	06/07/2012	070-70-53580	
5.24.12	Lunch-speaker for chamber forum-PW	6.95	06/07/2012	010-03-53400	
5.4.12	Online training Water Division	75.00	06/07/2012	021-02-53070	
5.7.12	Council Dinner 5/7/12	65.50	06/07/2012	010-01-53410	
	Check Total:	2,721.04			
Vendor:4926	NW Engineers				ACH Enabled: No
04-12#1537A	DEQ cross conn & storm MP, Apr 2012	2,570.63	06/07/2012	Check Sequence: 3 020-20-53240	
	Check Total:	2,570.63			
Vendor:0154	Tillamook Festivals Committee				ACH Enabled: No
2012	Mayor's Cup-June Dairy Parade 2012	75.00	06/07/2012	Check Sequence: 4 010-01-53070	
	Check Total:	75.00			
	Total for Check Run:	11,039.15			
	Total Number of Checks:	4			

Accounts Payable Computer Check Proof List



User: adm

Printed: 06/15/2012 - 8:56 AM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4934 11-1652A	A Affordable Carpet Cleaning S City Hall janitorial services, May 2012 Check Total:	420.00 420.00	06/18/2012	Check Sequence: 1 010-10-53240	ACH Enabled: No
Vendor:4582 161663	A WorkSAFE Service, Inc. Pre-employment drug test-Hickman Check Total:	60.00 60.00	06/18/2012	Check Sequence: 2 021-02-53260	ACH Enabled: No
Vendor:4962 72878624 prorot	ADT Security Services Cisd circuit TV security 6/2/12-2/28/12 Check Total:	245.80 245.80	06/18/2012	Check Sequence: 3 010-07-53420	ACH Enabled: No
Vendor:4940 86974	American Legal Publishing Corp Final 20% codification of Ordinances Check Total:	1,520.00 1,520.00	06/18/2012	Check Sequence: 4 010-10-53350	ACH Enabled: No
Vendor:4383 IN0006219	Auto Additions, Inc. Car #3 E227835-Issues w/power tamer-PD Check Total:	271.00 271.00	06/18/2012	Check Sequence: 5 010-07-53250	ACH Enabled: No
Vendor:5048 10874	Barclay Heating & Sheet Metal Labor/repair top bar on backhoe forks-St Check Total:	60.00 60.00	06/18/2012	Check Sequence: 6 020-20-53230	ACH Enabled: No
Vendor:0028 12-54129 12-54283 12-54344 12-54351	Boyd's Implement Service, LLC Work on grader-W/tr Div Battery & alternator-#210 TL 4" brass ball valve,cam lock, gaskets-WW Repair vandalism on excavator-W/tr Div	732.73 485.04 303.80 267.25	06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 7 021-03-53252 021-03-53252 022-22-53230 021-03-53252	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,788.82			
Vendor:4979 6.14.12	BSD Enterprises Flaggers for June Dairy Parade 2012 Check Total:	800.00 800.00	06/18/2012	Check Sequence: 8 010-07-53350	ACH Enabled: No
Vendor:3076 1902-249171 1902-249611	Carquest Auto Parts Stores 2 bearings-WW Div Oil, air & oil filters/Blue Chevy-St Div Check Total:	46.04 36.42 82.46	06/18/2012 06/18/2012	Check Sequence: 9 022-22-53210 020-20-53210	ACH Enabled: No
Vendor:4546 1167718-IN 17804	Carson Oil Company Case 12oz fuel prep-St Div Tkt #17648 35 lbs equipment oil-WW Div Check Total:	35.40 66.15 101.55	06/18/2012 06/18/2012	Check Sequence: 10 020-20-53210 022-22-53210	ACH Enabled: No
Vendor:4222 A12-0798	CH2M Hill, Inc. 5/4/12 nutrient testing-WW Div Check Total:	102.00 102.00	06/18/2012	Check Sequence: 11 022-22-53440	ACH Enabled: No
Vendor:4262 5.26.12 Stmt 6.1.12 Stmt 6.3.12 Stmt-1 6.3.12 Stmt-2	Charter Communications 503-815-1900, 6/6 to 7/5/12 503-842-6152&842-6112, 6/11 to 7/10/12 503-842-2161, 6/13 to 7/12/12/12 503-842-8339, 6/13 to 7/12/12/12 Check Total:	32.63 145.01 31.47 31.47 240.58	06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 12 010-07-53420 020-20-53420 022-22-53420 021-01-53420	ACH Enabled: No
Vendor:4796 Job 19383	Christenson Electric, Inc. Flow meter calibration-WW Div Check Total:	880.00 880.00	06/18/2012	Check Sequence: 13 022-22-53210	ACH Enabled: No
Vendor:4894 972587 972718 972802 972988	CHS Propane 260.2 gals @ \$1.83/gal Propane 268.8 gals @ \$1.83/gal Propane 221.3 gals @ \$1.69/gal Propane, 209.3 gal @ \$1.59-WW Div Check Total:	476.17 490.44 374.00 332.79 1,673.40	06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 14 022-22-53450 022-22-53450 022-22-53450 022-22-53450	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0102 My '12 Smt-1 My '12 Smt-2 My '12 Smt-3	City Sanitary Service WWTP garbage, Acct 05048, My '12 17 City Garbage cans, Acct 04498, My '12 Police Garbage, Acct 04248 My '12 Check Total:	172.40 277.10 47.00 496.50	06/18/2012 06/18/2012 06/18/2012	Check Sequence: 15 022-22-53210 070-70-53370 010-07-53200	ACH Enabled: No
Vendor:0089 H5452 H5631 H5631 H5631 H5631 H5631 H5922	Coast Printing and Stationary 2pk note pads 12 ea. - PD Portion of window envelopes Portion of window envelopes Portion of window envelopes Portion of window envelopes Portion of window envelopes Bx Avery labels 5160-Police Check Total:	31.00 58.17 14.54 14.55 14.55 14.54 44.65 192.00	06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 16 010-07-53270 010-10-53250 010-05-53270 010-04-53270 010-03-53270 010-01-53270 010-07-53270	ACH Enabled: No
Vendor:4442 6923	CoastCom, Inc. Internet & dark fiber lease June 2012 Check Total:	100.00 100.00	06/18/2012	Check Sequence: 17 010-07-53420	ACH Enabled: No
Vendor:4517 6/1 to 6/30/12 6/1 to 6/30/12	De Lage Landen Public Finance Oce 3522-C Hall 25014782, 6/1 to 6/30/12 Oce 2522-PD 25014782, 6/1 to 6/30/12 Check Total:	179.75 186.68 366.43	06/18/2012 06/18/2012	Check Sequence: 18 010-10-53240 010-10-53240	ACH Enabled: No
Vendor:4514 91499 91500	EC Electrical Construction Co. Check motor on Huber filter-WW Div Trouble shoot boiler-WW Div Check Total:	269.73 134.87 404.60	06/18/2012 06/18/2012	Check Sequence: 19 022-22-53210 022-22-53210	ACH Enabled: No
Vendor:4454 0312149 0312351-1 0313053 0313404	Ferguson Enterprises, Inc. #30 (2)reducer couplings-Wtr Div (40) 3/4" meters-Wtr Div 18x2 saddle-Wtr Div PVC pipe fittings - WW Div Check Total:	2,978.49 1,796.40 240.08 153.11 5,168.08	06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 20 021-06-53020 021-06-55065 021-06-53250 022-22-53230	ACH Enabled: No
Vendor:0196 64168 64401	Hallowell Loggers Supply, Inc. Weedeater line-Parks File hedger blades-Parks	13.95 38.50	06/18/2012 06/18/2012	Check Sequence: 21 020-20-53350 020-20-53350	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	52.45			
Vendor:0198 72271-4924 73182	Headlight Herald Pub Ntc CU-12-02,SP-12-03 Decambra Pub Ntc-Tillamook Budget 5/30 & 6/6/12 Check Total:	100.80 437.10 537.90	06/18/2012 06/18/2012	Check Sequence: 22 010-05-53190 010-03-53190	ACH Enabled: No
Vendor:3093 888	Hurliman Enterprises LLC Rock hauled-May 2012 Fish Ladder Proj Check Total:	1,491.00 1,491.00	06/18/2012	Check Sequence: 23 021-06-55065	ACH Enabled: No
Vendor:0747 4098	John Putman Legal serv Apr/My '12, expenses Apr '12 Check Total:	1,957.10 1,957.10	06/18/2012	Check Sequence: 24 010-01-53060	ACH Enabled: No
Vendor:4393 83509	Jordan Ramis, PC, Attys at Law WWTP legal serv Apr 16 thru May 15,2012 Check Total:	24,969.12 24,969.12	06/18/2012	Check Sequence: 25 022-22-53370	ACH Enabled: No
Vendor:4959 ML06081201	Leedway, LLC (2)Sig Sauer .357 P229R, 2 holsters -PD Check Total:	1,517.90 1,517.90	06/18/2012	Check Sequence: 26 010-07-54040	ACH Enabled: No
Vendor:0920 32833	M.H. Welding Alum plates,angles &bar-WW Div Check Total:	225.11 225.11	06/18/2012	Check Sequence: 27 022-22-53210	ACH Enabled: No
Vendor:4472 CL90766 CL90766 CL90766	Marc Nelson Oil Products 01-0006091, Wir fuel 5/16 to 5/31/12 01-0006091, Street fuel 5/16 to 5/31/12 01-0006091, WWTP fuel 5/16 to 5/31/12 Check Total:	550.36 527.72 145.24 1,223.32	06/18/2012 06/18/2012 06/18/2012	Check Sequence: 28 021-03-53140 020-20-53140 022-22-53140	ACH Enabled: No
Vendor:0290 047010 047052 047076 047691 048309	NAPA Auto Parts Motor bearing-WW Div Ball bearing, paint-WW Div Fitting-WW Div Stoplight bulb/2008 F350 - WW Div 80W-90 qt oil-St Div Beaver tractor	98.46 31.38 2.98 7.08 4.99	06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 29 022-22-53210 022-22-53210 022-22-53230 022-22-53250 020-20-53210	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
048321	Rear lights for 2008 F250 St Div	13.19	06/18/2012	020-20-53210	
048347	4 washers & nuts, threaded rod-Fawcett C	24.80	06/18/2012	021-06-55065	
048968	Antifreeze, safety glasses-WW Div	27.27	06/18/2012	022-22-53380	
049061	Capscrews,washers,nuts-Flower Bskts	6.58	06/18/2012	070-70-53375	
049101	Capscrews-Flower Bskts	0.32	06/18/2012	070-70-53375	
049195	Capscrews-Flower Bskts	0.80	06/18/2012	070-70-53375	
049233	(3) V-bells-WW Div	46.37	06/18/2012	022-22-53210	
	Check Total:	264.22			
Vendor:6004	Net Assets Corporation			Check Sequence: 30	ACH Enabled: No
11-201205	Title Searches for the month of May 2012	40.00	06/18/2012	010-10-53350	
	Check Total:	40.00			
Vendor:4489	New Age Car Wash			Check Sequence: 31	ACH Enabled: No
3831	2 touch free washes-Wtr Div	14.00	06/18/2012	021-03-53252	
	Check Total:	14.00			
Vendor:4609	Northwest Media Consultants			Check Sequence: 32	ACH Enabled: No
387	Web services, May 2012	143.75	06/18/2012	010-10-53370	
	Check Total:	143.75			
Vendor:4656	Norwest Safety			Check Sequence: 33	ACH Enabled: No
204076	Safety vests&glasses,LED lights/ditches	682.10	06/18/2012	021-02-53250	
	Check Total:	682.10			
Vendor:4926	NW Engineers			Check Sequence: 34	ACH Enabled: No
05-12#1161	N0173 DEQ Cross Conn & Storm MP-May '12	3,199.90	06/18/2012	020-20-53240	
	Check Total:	3,199.90			
Vendor:4824	O'Reilly Automotive Stores, In			Check Sequence: 35	ACH Enabled: No
3805-223056	4 ball bearings-WW Div	31.58	06/18/2012	022-22-53210	
3805-223173	Headlight-Wtr Div	23.99	06/18/2012	021-03-53252	
3805-223658	Pressure washer pump oil-Parks	5.29	06/18/2012	020-20-53350	
	Check Total:	60.86			
Vendor:4593	Office Depot			Check Sequence: 36	ACH Enabled: No
613376922001	Stapler-City Recorder	24.74	06/18/2012	010-03-53270	
613377006001	2 scissors:2sign holders-City Recorder	12.74	06/18/2012	010-03-53270	
613534192001	Ream 11X17 copy paper-planning	9.52	06/18/2012	010-05-53270	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	47.00			
Vendor:4081	OfficeMax Incorporated			Check Sequence: 37	ACH Enabled: No
007038	Epson T097120 blk ink ctg-Casey	19.27	06/18/2012	010-04-53270	
059871	Bx yellow highlighters,2scissors,etc-AD	12.95	06/18/2012	010-03-53270	
079312	File cabinet-Wilson	194.08	06/18/2012	010-03-53110	
928188	Sheet protectors for ordinances	14.08	06/18/2012	010-03-53270	
	Check Total:	240.38			
Vendor:5007	Oil Can Henry's #26			Check Sequence: 38	ACH Enabled: No
2428319	2008 F350 lube,oil,filter,(2)wipers-WW D	127.55	06/18/2012	022-22-53250	
2428693	F250 PU-full serv oil chg.air fltr,oil-S	74.94	06/18/2012	020-20-53210	
	Check Total:	202.49			
Vendor:0799	One Call Concepts, Inc.			Check Sequence: 39	ACH Enabled: No
2050175	One Call TKWC01 - Month of My '12	49.50	06/18/2012	021-02-53260	
2050175	One Call TILL01 - Month of My '12	45.73	06/18/2012	022-22-53420	
2050175	One Call TILL02 - Month of My '12	45.73	06/18/2012	020-20-53420	
	Check Total:	140.96			
Vendor:4085	OR Dept of Administrative Ser			Check Sequence: 40	ACH Enabled: No
ARG50215	Plastic pallet,pallet plastic rolls-Wtr	100.00	06/18/2012	021-02-53250	
	Check Total:	100.00			
Vendor:4981	Jeff & Sue Owens			Check Sequence: 41	ACH Enabled: No
6.13.12	Refund/billing error/closed acct #1264	28.00	06/18/2012	021-01-53260	
	Check Total:	28.00			
Vendor:5024	Petty Cash - PD-Maria Grzelak			Check Sequence: 42	ACH Enabled: No
6.14.12	Petty Cash - Police Dept.	100.00	06/18/2012	010-07-53300	
	Check Total:	100.00			
Vendor:4507	Pitney Bowes			Check Sequence: 43	ACH Enabled: No
8310724-JN12	Mailer Service Contract3/30 to 6/30/12	600.00	06/18/2012	010-10-53240	
	Check Total:	600.00			
Vendor:6024	Pollard Water			Check Sequence: 44	ACH Enabled: No
I327599-IN	(4) marking sticks-Wtr Div	131.80	06/18/2012	021-02-53250	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	131.80			
Vendor:4688 50529429-My '12	Protection One Alarm Monitorin Security Service 6/17 to 7/16/12 Check Total:	54.95 54.95	06/18/2012	Check Sequence: 45 010-07-53240	ACH Enabled: No
Vendor:4980 0512	Providence Occupational Health New Hire-exam-Wtr Div Check Total:	98.00 98.00	06/18/2012	Check Sequence: 46 021-02-52017	ACH Enabled: No
Vendor:4978 1487602843	Rapid City Medical Center LLP Pre-employment exam-Richard Brown Check Total:	83.00 83.00	06/18/2012	Check Sequence: 47 010-07-53350	ACH Enabled: No
Vendor:0407 1205-888863 1205-890355 1205-890567 1205-890923 1205-891824 1205-891950 1206-892872 1206-894482 1206-895329 1206-895585 1206-897172 1206-898506 1206-899522 1206-899683	Rosenberg Builder's Supply Inc Paint supplies-City Hall front offices Materials/basketball goal posts-Parks Bolts/basketball goal posts-Parks Bulletin bd,strike anchor,dowel,etc-WW D 5 ft PVC pipe-thin wall SDR-WW Div PVC elbow & 20' pipe-WW Div Pipe & fittings-WW Div Deck screws, tie plate-Hoquarton deck Coupling-St Div Fittings, 50 lb play sand-WW Div 2 paint/primer,paint supplies-City Hall Lock/knob set-9th St Pk vandalized 50' clothesline-St Div Dish soap-paint machine cleanup-St Div Check Total:	21.71 15.96 0.36 37.50 1.05 29.58 76.00 9.47 4.99 57.82 81.94 26.99 5.49 7.58 376.44	06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012 06/18/2012	Check Sequence: 48 010-10-53230 020-20-53350 020-20-53350 022-22-53230 022-22-53230 022-22-53230 022-22-53230 022-22-53230 020-20-53350 020-20-53210 022-22-53230 010-10-53420 020-20-53350 020-20-53230 020-20-53230	ACH Enabled: No
Vendor:0437 37210	S & W Electric Works, Inc. Peabody Barnes rebuilt lhp pump-WW Div Check Total:	497.00 497.00	06/18/2012	Check Sequence: 49 022-22-53470	ACH Enabled: No
Vendor:0426 33541	SC Paving Carnahan Pk-450 L/F Asphalt repair/maint Check Total:	8,127.41 8,127.41	06/18/2012	Check Sequence: 50 020-20-53250	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3094 593-May '12	Sheldon Oil Company Police fuel, May 2012 Check Total:	2,178.13 2,178.13	06/18/2012	Check Sequence: 51 010-07-53140	ACH Enabled: No
Vendor:4821 121216	Taylor Boiler & Equipment Co. Boiler service 6 hrs-bad starter-WW Div Check Total:	750.00 750.00	06/18/2012	Check Sequence: 52 022-22-53210	ACH Enabled: No
Vendor:0862 55823/1 55918/1 56366/1 56722/1 56752/1 56903/1 57155/1 57298/1 57298/1 57352/1 57893/1 58282/1 58305/1 58330/1 58829/1	Tillamook Co. Creamery Assoc (5) Wheat straw bales-Fawcett Crk (2) 15 gal chlorine-W/tr plant (3) 15 gal chlorine-W/tr plant Rat Poison-WW Div Rat Poison & trap - St Div (3) 15 gal chlorine-W/tr plant Lawn seed-Fawcett Crk project Lawn seed-Fawcett Crk project (2) 15 gal chlorine-Water wells Tarp strap 31-35 inch-Goodspeed Park (3) 15 gal chlorine-W/tr plant 18" curved hanger-Flower baskets 18" curved hanger-Flower baskets (2)18" curved hanger-Flower baskets (4) 15 gal chlorine-W/tr plant Check Total:	32.45 63.98 95.97 8.38 6.44 98.97 8.49 16.98 65.98 14.32 98.97 11.99 11.99 23.98 131.96 690.85	06/18/2012	Check Sequence: 53 021-06-55065 021-04-53040 021-04-53040 022-22-53230 020-20-53200 021-04-53040 021-06-55065 021-06-55065 021-04-53040 020-20-53350 021-04-53040 070-70-53375 070-70-53375 070-70-53375 021-04-53040	ACH Enabled: No
Vendor:0498 223068-922 223634-922 224464-922 224643-922 225260-922 225954 226454	Tillamook Co. Solid Waste City trash run City trash run City trash run City trash run City trash run City dump run 6/8/12 City dump run 6/14/12 Check Total:	18.69 15.00 15.00 15.00 15.00 17.00 17.00 112.69	06/18/2012	Check Sequence: 54 020-20-53350 020-20-53350 020-20-53350 020-20-53350 020-20-53350 020-20-53350 020-20-53350	ACH Enabled: No
Vendor:0525 May/2012 May/2012 May/2012 May/2012 May/2012	Tillamook Co. Treasurer Portion County Phone Bill Portion County Phone Bill Portion County Phone Bill Portion County Phone Bill Portion County Phone Bill	22.93 20.29 8.25 20.29 8.25	06/18/2012	Check Sequence: 55 021-01-53420 010-04-53420 022-22-53420 010-05-53420 020-20-53420	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
May/2012	Portion County Phone Bill	69.82	06/18/2012	010-07-53420	
May/2012	Portion County Phone Bill	40.58	06/18/2012	010-03-53420	
	Check Total:	190.41			
Vendor:0502	Tillamook Farmer's Co-op			Check Sequence: 56	ACH Enabled: No
123571	Pine disinfectant cleaner gallon-St Div	8.99	06/18/2012	020-20-53200	
123821	PVC pipe,eye bolts&snaps,washers-St Div	34.66	06/18/2012	020-20-53230	
123825	(10) PVC slip cap-St Div	3.15	06/18/2012	020-20-53230	
125068	(2) hex bolts & split lock washers-St D	6.05	06/18/2012	020-20-53210	
125139/125142	Hex bolts-St D	8.37	06/18/2012	020-20-53230	
125296	500' stringliner/fl orange-St Div/Dave	9.89	06/18/2012	020-20-53230	
125334	500' stringliner/fl orange-St Div/Ron	9.89	06/18/2012	020-20-53230	
125965	Hex bolt, washer-Flower baskets	17.04	06/18/2012	070-70-53375	
126081	(2) Galv caps 2"-Flower baskets	8.98	06/18/2012	070-70-53375	
126152	1-1/2 flat washer-St Div backhoe forks	3.04	06/18/2012	020-20-53210	
126309	(2) Scoop #12 Alum Trutough-St Div	64.78	06/18/2012	020-20-53350	
126667	2 boxes L Nitrile gloves-WW Div	21.22	06/18/2012	022-22-53230	
	Check Total:	196.06			
Vendor:4334	Tillamook Radio Shack			Check Sequence: 57	ACH Enabled: No
10106344	Camera Batteries-St Div	11.99	06/18/2012	020-20-53230	
	Check Total:	11.99			
Vendor:4168	Tillamook Sporting Goods, Inc.			Check Sequence: 58	ACH Enabled: No
001-652898	Basketball net-Goodspeed Park	7.98	06/18/2012	020-20-53350	
	Check Total:	7.98			
Vendor:0511	Tillamook Tire Service, Inc.			Check Sequence: 59	ACH Enabled: No
J10610	Flat repair on St Div dump truck	30.00	06/18/2012	020-20-53210	
	Check Total:	30.00			
Vendor:1061	TJ's Lock & Key			Check Sequence: 60	ACH Enabled: No
41575	(4) Duplicate keys & rings-Wtr Div	10.20	06/18/2012	021-02-53250	
	Check Total:	10.20			
Vendor:0670	Tommie's Cleaners			Check Sequence: 61	ACH Enabled: No
B042346	Dry Cleaning 4 pcs, Troxel	20.00	06/18/2012	010-07-53410	
B042360	Dry Cleaning 2 pcs, Coleman	6.00	06/18/2012	010-07-53410	
B042372	Dry Cleaning 3 pcs, Olson	15.00	06/18/2012	010-07-53410	
B042377	Dry Cleaning 4 pcs, Bomar	20.00	06/18/2012	010-07-53410	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
B042433	Dry Cleaning 4 pcs, Miller	20.00	06/18/2012	010-07-53410	
B042436	Dry Cleaning 2 pcs, Olson	10.00	06/18/2012	010-07-53410	
B042452	Dry Cleaning 4 pcs, Bomar	20.00	06/18/2012	010-07-53410	
B042464	Dry Cleaning 2 pcs, Coleman	6.00	06/18/2012	010-07-53410	
B042469	Dry Cleaning 2 pcs, Miller	10.00	06/18/2012	010-07-53410	
B042512	Dry Cleaning 2 pcs, Olson	10.00	06/18/2012	010-07-53410	
B042519	Dry Cleaning 4 pcs, Troxel	20.00	06/18/2012	010-07-53410	
B042543	Dry Cleaning 2 pcs, Miller	10.00	06/18/2012	010-07-53410	
B042553	Dry Cleaning 4 pcs, Wright	20.00	06/18/2012	010-07-53410	
B042572	Dry Cleaning 2 pcs, Coleman	10.00	06/18/2012	010-07-53410	
B042607	Dry Cleaning 4 pcs, Miller	20.00	06/18/2012	010-07-53410	
B042635	Dry Cleaning 2 pcs, Coleman	10.00	06/18/2012	010-07-53410	
B042659	Dry Cleaning 5 pcs, Bomar	25.00	06/18/2012	010-07-53410	
B042681	Dry Cleaning 4 pcs, Miller	12.00	06/18/2012	010-07-53410	
	Check Total:	264.00			
Vendor:1066	U.S. Postal Service	400.00	06/18/2012	Check Sequence: 62	ACH Enabled: No
June 2012	Postage for June '12 Water/Sewer billing	400.00		021-01-53300	
	Check Total:				
Vendor:1065	USA Bluebook	400.74	06/18/2012	Check Sequence: 63	ACH Enabled: No
684852	Rotary drum pump for sodium hypochlorite	27.88	06/18/2012	021-04-53250	
685941	500 mL ammonium hydroxide 3%-WW Div	428.62		022-22-53440	
	Check Total:				
Vendor:0713	Verizon Wireless, Bellevue	75.87	06/18/2012	Check Sequence: 64	ACH Enabled: No
1087569855	964246907-00001 Admin Cell Phones	83.32	06/18/2012	010-03-53420	
1087569855	964246907-00001 Street Cell Phones	141.24	06/18/2012	020-20-53420	
1087569855	964246907-00001 Sewer Cell Phones	10.54	06/18/2012	022-22-53420	
1087569855	964246907-0001 Police Cell Phones	265.38	06/18/2012	010-07-53420	
1087569855	964246907-00001 Water Cell Phones	576.35		021-01-53420	
	Check Total:				
Vendor:4039	Waterlab Corp.	280.00	06/18/2012	Check Sequence: 65	ACH Enabled: No
59027	Wtr testing 5/9/12 - Water Div	280.00		021-06-58010	
	Check Total:				
Vendor:4398	West Coast Linen	17.33	06/18/2012	Check Sequence: 66	ACH Enabled: No
21482	Red shop towel service-St Div	17.49	06/18/2012	020-20-53230	
22670	Red shop towel service-St Div			020-20-53230	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	34.82			
Vendor: 1000 6.11.12	Jamy Wilson Reimb mileage & lunch/Sprbrk/Ptld-Wilson Check Total:	81.60 81.60	06/18/2012	Check Sequence: 67 010-03-53400	ACH Enabled: No
	Total for Check Run:	68,423.08			
	Total Number of Checks:	67			

CITY OF TILLAMOOK
City Hall, 210 Laurel Avenue
City Council Meeting Minutes
Monday, June 4, 2012

I. EXECUTIVE SESSION—Pending Litigation, Employment, Property Negotiations

II. CALL TO ORDER

Mayor Weber called to order the regular meeting of the Tillamook City Council at 7:00 p.m. on Monday, May 21, 2012 in City Hall at 210 Laurel Avenue in Tillamook, Oregon and lead the Pledge of Allegiance.

III. ROLL CALL

City Recorder Donowho conducted a roll call. The following persons were present:

Mayor Suzanne Weber
Councilor Joe Martin
Councilor Matt Harris
Councilor Cheryl Davy
Councilor John Sandusky
Councilor Doug Henson

Absent: Councilor Steven Forster (Excused)

Staff Present:

Paul Wyntergreen, City Manager
Abigail Donowho, City Recorder

IV. AGENDA

The posted agenda for the meeting of June 4, 2012 is attached and by this reference is made a part of the record.

V. ADDITIONAL INFORMATION PROVIDED TO MEMBERS AFTER PACKET ISSUED: (Copies attached)

a.) Second Street Public Market street closure request (Exhibit A)

VI. MINUTES

Council minutes for May 21, 2012 Regular City Council Meeting were provided in Council Packets. Councilor Davy noted an amendment needed to change her name from the Associations' Committee report to Mayor Weber's. Councilor Sandusky moved to approve the minutes as amended. Councilor Harris seconded. The minutes were approved as amended unanimously by Council seated.

VII. PRESENTATIONS

- a) **Beautification Award**—Mayor Weber presented a beautification award for Ed and Lola Martindale on Linden Drive in Tillamook. The Martindale's were nominated by Councilor Forster of Ward 4 and will receive up to \$100 off of their water and sewer bill for the month of May.
- b) **FEMA Community Rating Award**—Mayor Weber announced that FEMA awarded the City of Tillamook with a rating of "7," allowing for lower insurance rates. The City received a nice plaque along with the rating.

VIII. CITIZENS' HEARING/AUDIENCE COMMENTS—None

IX. NEW BUSINESS

- a) **Additional Item to Add to the Agenda Under New Business**—Mayor Weber noted that an additional item needed to be added to the agenda for the Second Street Public Market. Councilor Harris moved to add the Public Market's item to the agenda under new business. Councilor Davy seconded. Motion carried unanimously by Council seated. The item was added to the agenda at the end of the *new business* section.
- b) **Fawcett Creek Fish Ladder MOU**—City Manager Wyntergreen summarized the Memorandum of Understanding with the Watershed Council. This document includes all agreements as set up over time for the project. Wyntergreen stated that the staff recommends approval. Councilor Sandusky asked about the matching funds listed and was assured they are in the coming year's budget. Councilor Davy moved to approve the MOU for the Fawcett Creek Fish Ladder Project and Screening. Councilor Sandusky seconded. Motion carried unanimously by Council seated.
- c) **Asphalt Bids**—City Manager Wyntergreen explained that the only bid received for the project was from S-C Paving. It has been reviewed and is reasonable. Councilor Martin moved to accept the asphalt bid from the S-C Paving Company. Councilor Sandusky seconded. Discussion followed regarding where the advertisement took place for the bid request. Motion carried unanimously by Council seated.
- d) **Post-Tsunami Drill Surveys**—Mayor Weber pointed out that each Councilor has a stack of post-tsunami drill surveys to distribute to the original 10 surveyed in each ward at the end of 2011. Please return by the next Council meeting on June 18th. DOGAMI and the Tillamook Police Department will be meeting with business owners on Highway 101. The Mayor noted she was very encouraged by the drill and participation.
- e) **Second Street Market Street Closure Request**—Sue Miller Chairperson for Second Street Public Market, presented a request to close the road between Main and Pacific on Second Street in order to hold a street-fair on Saturdays during the summer months. The outdoor festivities may act as encouragement for tourists and traffic to stop downtown. Councilor Sandusky asked for clarification regarding a second request at the bottom of the letter asking for waiver of additional business licensing fees for outside vendors. Discussion followed regarding special usage of the street, concluding that an agreement should be drafted similar to that already in process for Farmer's Market. Councilor Sandusky moved to approve the street closure request by the Second Street Public Market and bring a resolution similar to the Farmer's Market's to outline terms. Motion carried unanimously by Council seated.

X. PENDING BUSINESS

- a) **TRT Policies**—City Manager Wyntergreen talked about the recommendation from the Finance Committee after their meeting a week and a half ago. The Committee met again today, changing the recommendation somewhat. The grant program is recommended for discontinuation and funds were discussed for redirection. Councilor Sandusky noted that the final recommendation from the committee was a win/win situation for the long-term. Councilor Sandusky moved to distribute the restricted fund at the rate of 1.8% to the Chamber of Commerce and 0.3% to the Tillamook Farmer's Market. Councilor Martin seconded. Councilor Davy asked about the percentage allocation vs. a set amount. Wyntergreen noted it is an incentive to all parties to achieve all their goals in order to increase their allotment. Sandusky added that a multi-year amendment allows for a measurable statistic for reporting, and that these new services are sought out by the City in lieu of the grants previously given. Motion carried unanimously by Council seated. Wyntergreen will negotiate the contracts with the Chamber and Farmer's Market over the next month.
- b) **Old Safeway Demolition Bid Award**—Mayor Weber reminded the Council that at the last meeting all bids were rejected. New bids were received, with Don Averill Trucking coming in at the lowest amount within the parameters of the FEMA dollars. The staff recommendation was to award the job to Don Averill Trucking. Councilor Henson moved to award the demolition bid to Don Averill Trucking. Councilor Davy seconded. Motion carried unanimously by Council seated. Councilor Sandusky asked for a timeline, and Wyntergreen responded it will be as soon as possible. The City is working with a time extension from FEMA to the end of October for the second phase of demolition to be completed.

XI. LEGISLATIVE

- a) **Resolution #1605: A RESOLUTION AUTHORIZING THE WAIVER OF CERTAIN REQUIREMENTS TO THE TILLAMOOK FARMERS' MARKET AND APPROVAL OF CERTAIN USES DURING THE FARMERS' MARKET SEASON FOR A TERM OF FIVE YEARS**—City Manager Wyntergreen noted the resolution outlines all of Farmer's Market operations. Councilor Henson moved to approve resolution 1605, a resolution authorizing the waiver of certain requirements to the Tillamook Farmers' Market and approval of certain uses during the Farmers' Market season for a term of five years. Councilor Sandusky seconded. Motion carried unanimously by Council seated.
- b) **Resolution #1606: A RESOLUTION ADOPTING A RIGHT-OF-WAY USE PERMIT APPLICATION FORM FOR THE CITY OF TILLAMOOK**—City Manager Wyntergreen reminded the Council that this resolution was brought to the last meeting and assigns permit fees to certain right-of-way uses. Councilor Harris moved to adopt resolution 1606, a resolution adopting a right-of-way use permit application form for the city of Tillamook. Councilor Davy seconded. Motion carried unanimously by Council seated.
- c) **Resolution #1607: A RESOLUTION INCREASING THE FEE SCHEDULE AND ADOPTING ADDITIONAL FEES FOR THE CITY OF TILLAMOOK**—City Manager Wyntergreen explained the planning fees are being adjusted to meet real costs for the processes involved for each item. The Community Development Fee is a percentage of project costs over \$10,000. Councilor Henson moved to approve Resolution 1607, a resolution increasing the fee schedule and adopting additional fees for the city of Tillamook. Councilor Davy seconded. Motion carried unanimously by Council seated.

XII. COUNCIL CONCERNS

- a) Councilor Davy expressed concerns for appropriate signage to point out the Second and Ivy Street Parking in conjunction with the street closures this summer. She reminded people that "Company's Coming" and clean up will be on June 16th at 8:00 a.m., the group should meet at the parking lot at Second and Ivy.
- b) Councilor Sandusky announced that the latest TURA project for façade improvement and building improvement is on Stillwell—it was re-sided, repainted, and had some foundation work. If anyone wants to check it out, Peterson's and Thompson's is between First and Second on Stillwell.
- c) Councilor Henson noted the drainage ditch on Meadow is in disrepair and should be addressed as it is in violation of State laws. Wyntergreen responded this will be addressed in the Storm Drain Master Plan at the Thursday meeting of the Holden Creek group.

XIII. MONTHLY REPORTS

- a) **City Planner**—City Manager Wyntergreen added that code changes are being looked at by the Planning Commission, followed by codifications, standards, and then larger zoning issues. The Public Works Director is in Bend doing a presentation on the Ninth Street Park project for the grant application. Mayor Weber noted that Councilor Henson should receive a packet of planning commission liaison information.
- b) **Police Chief**—Officer Aaron Miller had his first day out on his own on Sunday, June 3, 2012, followed the next morning by the birth of his third daughter, Amelia Rose.
- c) **Public Works Director**—The Storm Drain Master Plan is almost finished. Councilor Davy asked for clarification regarding downtown cleanup. The Fawcett Creek fish ladder project is underway, details are in the MOU. Mayor Weber suggested that Councilor Davy take a tour of the project with Director Sullivan.
- d) **Mayor**—Mayor Weber raved about her appreciation of the community's support at the Memorial Day services and encouraged everyone to attend in the future. She participated in the recent Tsunami Drill and the Global Day of Prayer as a representative for the City. She is touring Tillamook Churches and represented the City as Jerry Jeffries was commissioned at St. Alban's (he currently pastors three churches). The Mayor commented it is nice to see the ecumenical cooperation.

XIV. COMMITTEE REPORTS

- a) **Finance Committee**—**Councilor Martin** stated that the topics has been covered with the TRT item in the pending business section of the meeting.

XV. STAFF COMMUNICATIONS--

XVI. AUTHORIZATION TO PAY BILLS

The Finance Committee had reviewed the current bills prepared for payment. A copy of the voucher register is attached and by this reference is made a part of the record. **Councilor Martin moved to pay the bills approved by the Committee. Councilor Sandusky seconded. Motion carried unanimously by Council seated.** Bills were paid in the following total amount:

GENERAL CHECKING ACCOUNT

<u>BATCH TYPE</u>	<u>DATE</u>	<u>CHECK RANGE</u>	<u>AMOUNT PAID</u>
Special Batch	5/23/12	32295	\$ 640.00
A/P Batch	6/4/12	32296-32341	\$ 39,473.79

XVII. ADJOURNMENT

There being no further business, **Mayor Weber** adjourned the meeting at 7:57 p.m.

Minutes approved by:

Suzanne Weber, Mayor

Date

Minutes submitted by:

Abigail Donowho, City Recorder

Date



STAFF REPORT CITY OF TILLAMOOK

TO: Honorable Mayor and Members of City Council

THROUGH: Paul Wyntergreen, City Manager

FROM: David Mattison  City Planning Department

DATE: June 12, 2012

SUBJECT: Request for street vacation of a portion of Second Street west of Birch Avenue, east of Ash Avenue between Blocks 3 & 10 of the Second Stillwell Addition and a portion of Ash Avenue extending a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition.

ISSUE BEFORE THE COUNCIL:

This is a request for the approval of the vacation of a portion of Second Street proposed for vacation extends west of Birch Avenue, east of Ash Avenue between blocks 3 & 10 of the Second Stillwell Addition and the portion of Ash Avenue proposed for vacation extends a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition located within the City of Tillamook, Oregon. The area to be vacated is shown on the map on Attachment D.

EXECUTIVE SUMMARY:

- A street vacation is allowed under Oregon Revised Statute Section 271. ORS 271.080 describes a petitioner initiated process (as shown on Attachment A), requiring the consent of property owners of all abutting property owners, and the signatures of property owners of not less than $\frac{2}{3}$ the area of the real property affected (as shown on Attachment E). The affected area is defined as an area extending 200 feet on either side of the street and 400 feet beyond each terminus of the proposed vacation, (as shown on the map on Attachment C).
- ORS 271.110 states that notice must be given in the City official newspaper once each week for two consecutive weeks prior to the hearing (as shown on Attachment F). Decision on the vacation is determined at a public hearing by the City Council.
- ORS 271.120 states that the governing body shall hear the petition and objections and shall determine **a)** whether the consent of the owners of the requisite area has been obtained, **b)** whether notice has been duly given, and **c)** whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof.

- According to the applicant, consent of all abutting property owners, in this case Adventist Health, Tillamook County, and the City of Tillamook are the abutting property owner, and the signatures of property owners of not less than $\frac{2}{3}$ the area of the real property affected has been met, as shown on Attachment E. The affected area is defined as an area extending 200 feet on either side of the street and 400 feet beyond each terminus of the proposed vacation (as shown on the map on Attachment C).
- Notice for the petitioned vacation was published in the Headlight Herald (the local newspaper) on May 30th and June 6th, 2012 (as shown on Attachment F), and posted on June 4th, 2012, at the City Hall, County Court House, Library, and Fire Station.
- As approved by the City Planning Commission on April 19, 2012, the Final Findings for Site Plan Review #SP-12-01 and Conditional Use Permit #CU-12-01, Condition #12, state the owner/applicant shall submit a complete application and receive approval from the City Council for the street vacation of that portion of Second Street and Ash Avenue, adjacent to the subject property, prior to submission of the building plans for permitting.
- It appears the public will continue to be served after the proposed street vacation. While any street connections along these sections of Second Street and Ash Avenue will be lost, it will eventually only affect one property owner, Adventist Health, and there will still be adequate Right-of-way connectivity on the surrounding streets. All properties adjacent to the vacated streets will continue to have access to other adjacent public street Right-of-Ways after the street vacations. Access to the City water meter, water vault, fire line, potable water line, and two double check valves will be required on this vacated portion of Second Street by means of a twenty foot easement.

RECOMMENDATION: City staff recommends Council approve the proposed vacation, with the following conditions:

- 1) A twenty (20) foot public utility easement be recorded to benefit water, sewer, storm sewer, and City Public Works Department access within these vacated portions of Second Street and Ash Avenue and the adjacent property (Tax Lot 4400);
- 2) Access be provided to the easement on this vacated portions of Second Street and Ash Avenue;
- 3) Consolidation of land-locked parcel (Tax Lot 4601) with adjacent property (Tax Lot 4500).

A legal description of the portion of Second Street and the portion of Ash Avenue to be vacated will be provided by the applicant at the time of the second reading.

PUBLIC INVOLVEMENT: Notice was posted for the Council Meeting, Public Hearing and published for the proposed reading of this street vacation.

- Attachments:**
- A. Petitions (2) before the Common Council for the City of Tillamook in the matter of the street vacations;
 - B. Petitioner's descriptions of not less than $\frac{2}{3}$ the areas of the real property affected (an area extending 200 feet on either side of the street and 400 feet beyond each terminus of the

- proposed vacation of Second Street and Ash Avenue), maps of affected areas and areas to be vacated;
- C. 31 Signed Consents of property owners within the areas of the real property affected;
 - D. Publications in Newspaper;
 - E. Ordinance for Street vacation.

BEFORE THE COMMON COUNCIL FOR THE CITY OF TILLAMOOK,
TILLAMOOK COUNTY, OREGON

In the Matter of the Vacation of)

A Portion of **Second Street**)

PETITION

In the City of Tillamook, Oregon)

Dated: May 11, 2012

Northwest Medical Foundation of Tillamook, doing-business-as Tillamook County General Hospital, as Chief Petitioner for the vacation of that portion of **Second Street** lying between **Ash Avenue** and **Birch Avenue** in the City of Tillamook City, Tillamook County, Oregon.

To better meet the healthcare needs of our community, a new medical office facility is being built on property adjacent to the hospital. This new facility will accommodate more specialty providers and services, as well as urgent care and other expanded services, which will greatly benefit our community. A portion of the new medical office facility and parking for the new office building will be on the vacated portion of Second Street. Access will still be available to the hospital campus from the east.

Public usage of this street portion has been limited for more than 10 years. Since the time of the hospital remodel, completed about 2000, the portion of Second Avenue between Ash and Birch streets has primarily been used for access to the North side of the hospital's parking lot and the City of Tillamook shop property.

That owners of property abutting (100%) and that owners within the 200 feet by 400 feet required consent area (66%) have signed and notarized their consent to said vacation as their names and respective properties appear on Exhibit "A" attached hereto and made a pert hereof.

Petition to vacate a portion of Second Street

Legal Description of the portion of Second Street to be vacated:

That portion of Second Street in Stillwell's Second Addition to Tillamook that lies between Ash Avenue and Birch Avenue.

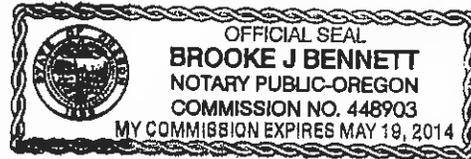
Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation

Walter A. Larson

By: Walter A. Larson, Vice President, Finance/CFO

State of OREGON
County of Tillamook

Signed before me on May 11, 2012



Brooke J. Bennett
Notary Public - State of Oregon

5/19/2014
My Commission Expires

BEFORE THE COMMON COUNCIL FOR THE CITY OF TILLAMOOK,
TILLAMOOK COUNTY, OREGON

In the Matter of the Vacation of)

A Portion of **Ash Avenue**)

PETITION

In the City of Tillamook, Oregon)

Dated: May 11, 2012

Northwest Medical Foundation of Tillamook, doing-business-as Tillamook County General Hospital, as Chief Petitioner for the vacation of that portion of **Ash Avenue** lying north of **Second Street** in the City of Tillamook City, Tillamook County, Oregon.

To better meet the healthcare needs of our community, a new medical office facility is being built on property adjacent to the hospital. This new facility will accommodate more specialty providers and services, as well as urgent care and other expanded services, which will greatly benefit our community. A portion of the new medical office facility parking for the new office building will be on the vacated portion of Ash Avenue.

This portion of Ash Avenue, while is it currently designated as a city street on some maps, has never been developed or used as a city street.

That owners of property abutting (100%) and that owners within the 200 feet by 400 feet required consent area (66%) have signed and notarized their consent to said vacation as their names and respective properties appear on Exhibit "A" attached hereto and made a pert hereof.

Petition to vacate a portion of Ash Avenue

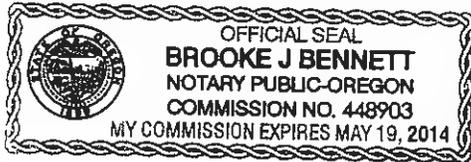
Legal Description of that portion of Ash Avenue to be vacated:

That portion of Ash Avenue in Stillwell's Second Addition to Tillamook that lies between the North line of Block 13 extended West and the North line of Block 10 extended West.

Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation

Walter A. Larson

By: Walter A. Larson, Vice President, Finance/CFO

State of OREGON County of Tillamook	
Signed before me on <u>May 11</u> , 2012	
<u>Brooke J. Bennett</u> Notary Public - State of Oregon	<u>5/19/2014</u> My Commission Expires

Vacating Second Street

= proportion in the "Consent" Area

Farm Listing by Owner sorted by owner name

Tax Account	Name / Address	Improvements	Situs / Map / Sale Price
119650	Adventist Health System West 1000 3RD ST TILLAMOOK, OR 97141	Acres: 0.68 Sale Date: 1995-09-05	202 BIRCH 1S10 25AC 04800 4800 Sale Price: \$165,000
119838	Adventist Health System/west 1000 THIRD ST TILLAMOOK, OR 97141	Acres: 0.25 Sale Date: 1998-10-21	1204 3RD 1S10 25AC 05900 5900 Sale Price: \$140,000
410018	Michael and Mary Anderson 208 DOUGLAS AVE TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1999-06-02	208 DOUGLAS 1S10 25AC 06200 6200
119623	Barbara Aufdermauer 1845 WILSON RIVER LP RD TILLAMOOK, OR 97141	Acres: 3.26 Sale Date: 1997-05-01	1S10 25AC 04600 4600
120121	Johnnie Baker 7102 OLNEY ST SE SALEM, OR 97301	Acres: 0.13 Sale Date: 1970-01-20	1316 3RD 1S10 25AC 06900 6900
119543	Laura Brown 116 CEDAR AVE TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2008-09-21	116 CEDAR 1S10 25AC 04200 4200 Sale Price: \$127,000
119810	C & D RENTALS LLC PO BOX 1247 TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2007-06-25	1215 2ND 1S10 25AC 05700 5700
119525	C & D RENTALS LLC PO BOX 1247 TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2007-06-25	1208 2ND 1S10 25AC 04100 4100
301113	CITY TILLAMOOK 210 LAUREL AVE TILLAMOOK, OR 97141	Acres: 1.8 Sale Date: 1970-01-20	1S10 25AC 04601 4601
301097	CITY TILLAMOOK 210 LAUREL AVE TILLAMOOK, OR 97141	Acres: 1.01 Sale Date: 1970-01-20	116 BIRCH 1S10 25AC 04400 4400
119598	CITY TILLAMOOK CITY HALL 210 LAUREL TILLAMOOK, OR 97141	Acres: 2.96 Sale Date: 1990-08-01	1S10 25AC 04500 4500
301122	COUNTY 1000 THIRD ST TILLAMOOK, OR 97141	Acres: 4.38 Sale Date: 1970-01-20	1000 THIRD 1S10 25AC 04700 4700
119286	Arnold and Betty Dashney 1303 1ST ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2006-07-21	1303 1ST 1S10 25AC 03400 3400 Sale Price: \$179,000
119384	Robert Dentel 116 DOUGLAS AVE TILLAMOOK, OR 97141	Acres: 0.25 Sale Date: 2004-06-06	116 DOUGLAS 1S10 25AC 03600 3600
119507	Donald and Sierra Dietrich 1203 1ST ST TILLAMOOK, OR 97141	Acres: 0.25 Sale Date: 2004-04-12	1203 1ST 1S10 25AC 03900 3900 Sale Price: \$139,000

Vacating Second Street

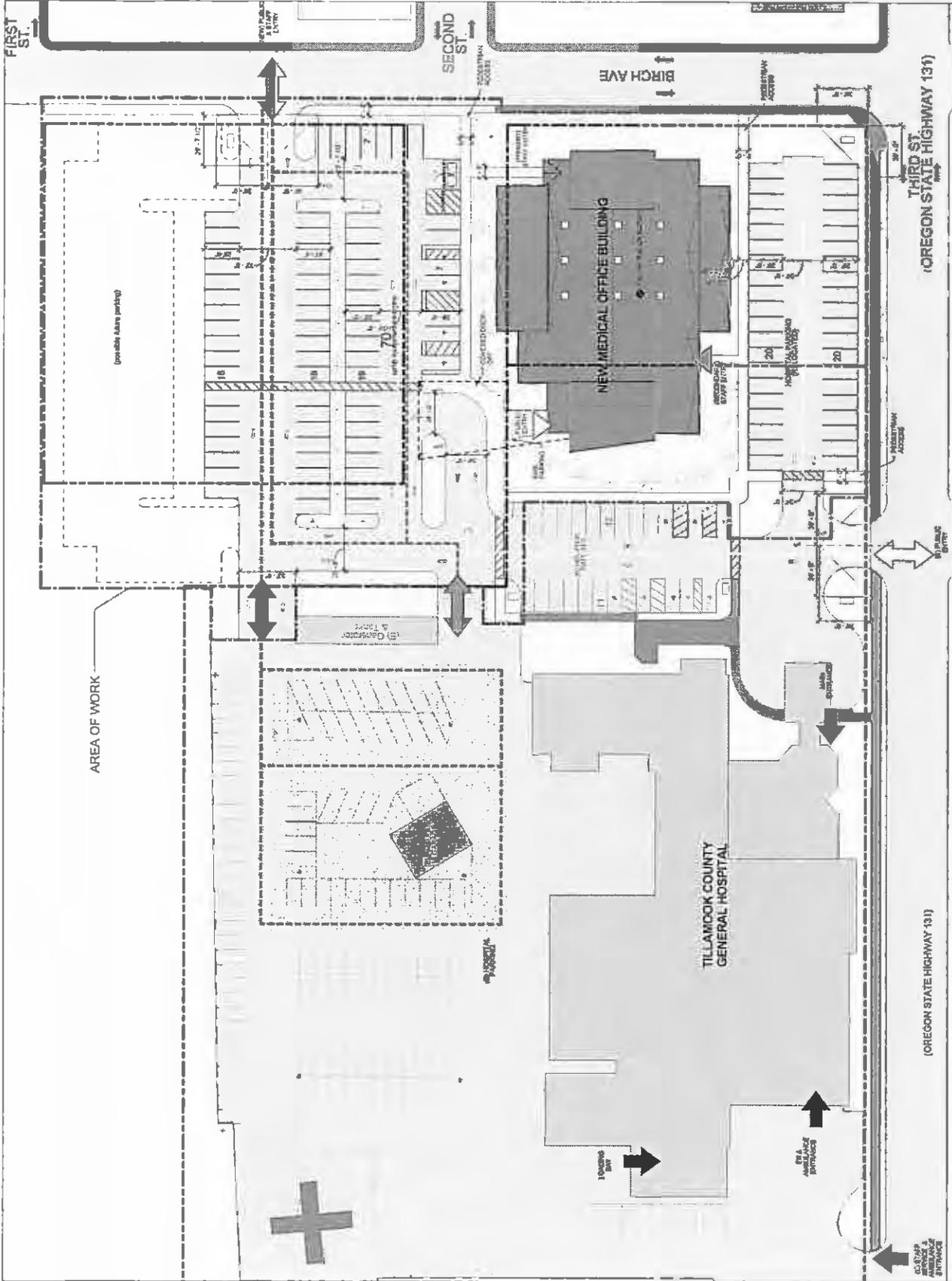
Farm Listing by Owner sorted by owner name

Tax Account	Name / Address	Improvements	Situs / Map / Sale Price
119348	Pamela Donaldson 1306 2ND ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2011-10-21	1306 2ND 1S10 25AC 03501 3501
119482	Melvin and Deloris Faughender 5571 SE OETKIN DR MILWAUKIE, OR 97267	Acres: 0.1 Sale Date: 1994-10-28	108 CEDAR 1S10 25AC 03700 3700 Sale Price: \$72,500
120069	Marilyn Fricia 1308 3RD ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1996-04-05	1308 3RD 1S10 25AC 06700 6700
119231	Carol Gackowski 1313 1ST ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2010-03-09	1313 1ST 1S10 25AC 03200 3200
413679	Nick Hahn 201-B BIRCH AVE TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 0000-00-00	201 BIRCH 1S10 25AC 05801 5801
119801	Kathy Kimmel-weir 27204 TRENTON PL VALENCIA, CA 91354	Acres: 0.1 Sale Date: 2008-03-04	204 CEDAR 1S10 25AC 05600 5600 Sale Price: \$1
120087	John and Tara Kottre 1800 HILLSIDE DR TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1997-12-11	1312 THIRD 1S10 25AC 06800 6800 Sale Price: \$50,000
119561	Randolph and Laura Lamkin 3810 LATIMER RD TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1970-01-20	110 CEDAR 1S10 25AC 04300 4300
397521	Roberta Lawrence - Duplicate 1203 1ST ST TILLAMOOK, OR 97141	Sale Date: 0000-00-00	1203 1ST 1S10 25AC 3900 3900
119222	Victoria Mata Lopez 1160 HWY 101 N TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1994-10-06	1345 1ST 1S10 25AC 03100 3100
120041	Ken Luke 1302 THIRD ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1997-08-02	1302 3RD 1S10 25AC 06600 6600 Sale Price: \$37,615
119847	Jesus and Carmen Macias PO BOX 932 TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1995-12-19	1212 3RD 1S10 25AC 06000 6000 Sale Price: \$60,000
119302	Loretta Mcfarland PO BOX 3383 BAY CITY, OR 97107	Acres: 0.13 Sale Date: 2009-06-22	109 CEDAR 1S10 25AC 03500 3500
119865	Robert and Donella Miles 216 CEDAR TILLAMOOK, OR 97141	Acres: 0.08 Sale Date: 2002-08-13	216 CEDAR 1S10 25AC 06100 6100 Sale Price: \$110,000
119892	Robert and Donna Miles PO BOX 3146 BAY CITY, OR 97107	Acres: 0.07 Sale Date: 1970-01-20	212 CEDAR 1S10 25AC 06101 6101

Vacating Second Street

Farm Listing by Owner sorted by owner name

Tax Account	Name / Address	Improvements	Situs / Map / Sale Price
110036	PAPPAS PROPERTIES LLC 14884 SE RIVER RD MILWAUKIE, OR 97267	Acres: 0.13 Sale Date: 2006-10-30	1315 2ND 1S10 25AC 06300 6300 Sale Price: \$1
296735	PERKINS INVESTMENTS LLC PO BOX 420 ASTORIA, OR 97103	Acres: 1.3 Sale Date: 2009-08-03	1212 1ST 1S10 25AC 04601 4601
120005	Christina Ping 1303 2ND ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2007-06-06	1303 2ND 1S10 25AC 06500 6500
119259	Tyson Price 1307 1ST ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2004-08-30	1307 1ST 1S10 25AC 03300 3300 Sale Price: \$116,300
119981	James and Dawn Reiff 1307 2ND ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2008-07-25	1307 2ND 1S10 25AC 06400 6400
119829	Jorge and Jennifer Rios 1207 2ND ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2008-05-08	1207 2ND 1S10 25AC 05800 5800 Sale Price: \$223,000
119491	Isidro Silva 23619 CENTRAL AVE SORRENTO, FL 32776	Acres: 0.15 Sale Date: 2006-08-09	104 CEDAR 1S10 25AC 03800 3800 Sale Price: \$155,000
119516	Carol Young 1204 SECOND ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2009-10-23	1204 2ND 1S10 25AC 04000 4000



LEGEND	
---	EMPLOYEE CIRCULATION
---	PATIENT CIRCULATION
---	SERVICE CIRCULATION
□	VISION CLEARANCE AREA

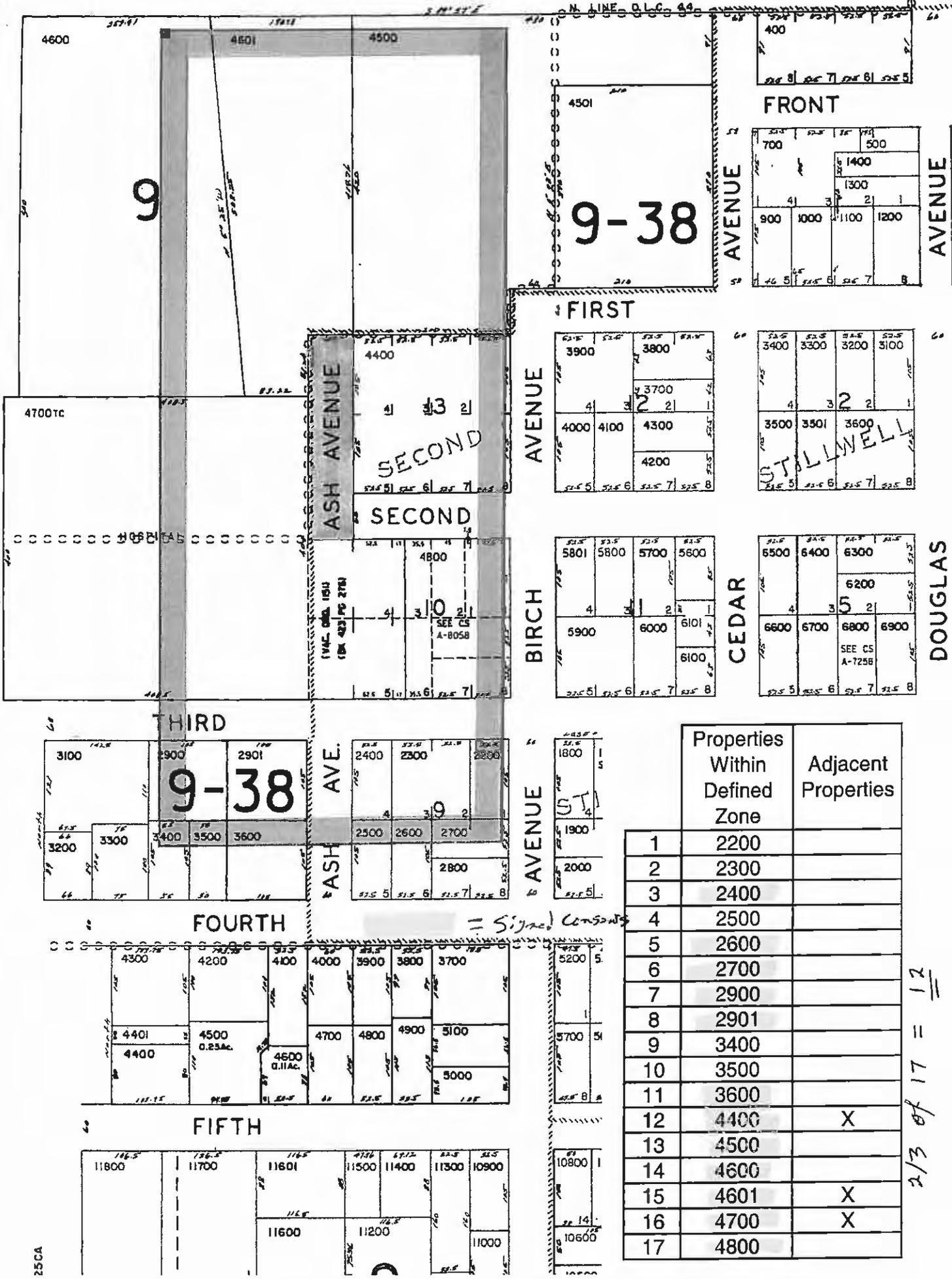
PARKING ANALYSIS	
MOB PARKING	19 300 SF, 200+ 87 SPACES
EMPLOYEE	34 EMPLOYEES/2 = 17 SPACES
REQUIRED	174 (REQUIRED)
NEW SPACES	70 NEW SPACES
SHARED	44 SPACES TO BE SHARED WITH HOSPITAL IN PARKING LOT NORTH OF THE HOSPITAL WHERE THERE ARE 130 EXISTING PARKING SPACES
HOSPITAL PARKING	2 SPACES PATIENT BED
BIKE	63 SPACES PROVIDED
BICYCLE PARKING	1 SPACE REQUIRED 2 PROVIDED

Tillamook Medical Office Building
Northwest Medical Foundation of Tillamook

Adventist Health
CLARK & JOHNSON ARCHITECTS, L.L.C.

PARKING AND CIRCULATION PC2.02
 SCALE 3/64" = 1'-0"
 03.30.12
 11049

SEE MAP IS 10 25



Properties Within Defined Zone	Adjacent Properties
1	2200
2	2300
3	2400
4	2500
5	2600
6	2700
7	2900
8	2901
9	3400
10	3500
11	3600
12	4400 X
13	4500
14	4600
15	4601 X
16	4700 X
17	4800

2/3 of 17 = 12

25CA

Vacating Ash Avenue

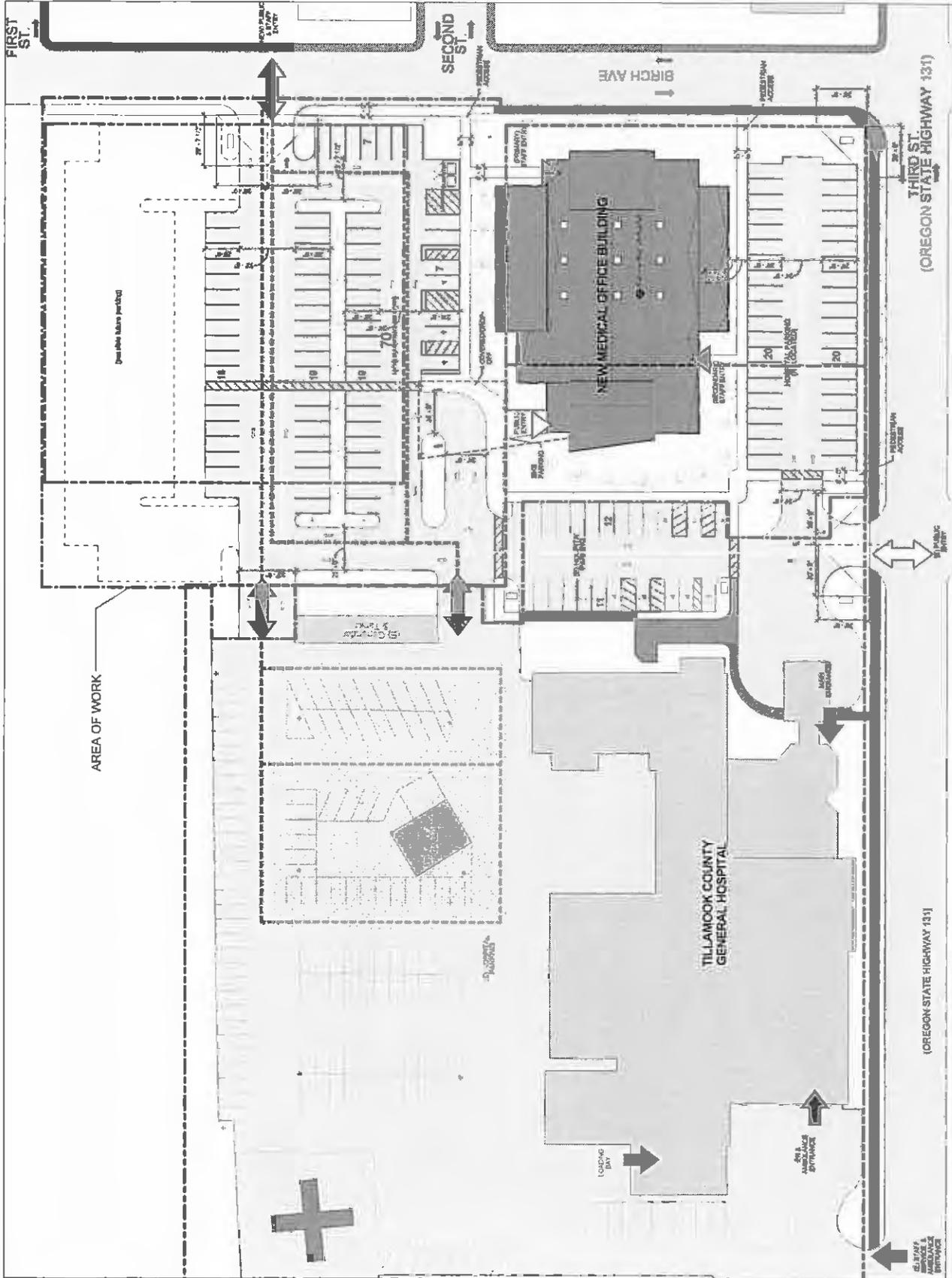
 = properties in the consent area

Farm Listing by Owner sorted by owner name

Tax Account	Name / Address	Improvements	Situs / Map / Sale Price
119650	Adventist Health System West 1000 3RD ST TILLAMOOK, OR 97141	Acres: 0.68 Sale Date: 1995-09-05	202 BIRCH 1S10 25AC 04800 4800 Sale Price: \$165,000
119623	Barbara Aufdermauer 1845 WILSON RIVER LP RD TILLAMOOK, OR 97141	Acres: 3.26 Sale Date: 1997-05-01	1S10 25AC 04600 4600
117439	Tami Bodine 12635 NW MAPLECREST AVE BANKS, OR 97106	Acres: 0.13 Sale Date: 2003-08-19	1104 4TH 1S10 25DB 02500 2500 Sale Price: \$50,000
301113	CITY TILLAMOOK 210 LAUREL AVE TILLAMOOK, OR 97141	Acres: 1.8 Sale Date: 1970-01-20	1S10 25AC 04601 4601
301097	CITY TILLAMOOK 210 LAUREL AVE TILLAMOOK, OR 97141	Acres: 1.01 Sale Date: 1970-01-20	116 BIRCH 1S10 25AC 04400 4400
119598	CITY TILLAMOOK CITY HALL 210 LAUREL TILLAMOOK, OR 97141	Acres: 2.96 Sale Date: 1980-08-01	1S10 25AC 04500 4500
301122	COUNTY 1000 THIRD ST TILLAMOOK, OR 97141	Acres: 4.38 Sale Date: 1970-01-20	1000 THIRD 1S10 25AC 04700 4700
118081	Octavio Deniz-lozoya 1008 4TH ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2008-07-24	1008 4TH 1S10 25DB 03400 3400 Sale Price: \$166,000
1171548	Robert and Linda Fitzgerald 6395 LONG PRAIRIE RD TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2006-10-30	912 4TH 1S10 25DB 03200 3200
118063	Robert and Linda Fitzgerald 6395 LONG PRAIRIE RD TILLAMOOK, OR 97141	Acres: 0.17 Sale Date: 2006-10-30	1002 4TH 1S10 25DB 03300 3300
117901	Robert and Linda Fitzgerald 6395 LONG PRAIRIE RD TILLAMOOK, OR 97141	Acres: 0.38 Sale Date: 2006-10-30	975 3RD 1S10 25DB 03100 3100
117750	Leah and Clint Galusha 316 BIRCH AVE TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2011-06-28	316 BIRCH 1S10 25DB 02800 2800 Sale Price: \$141,500
118358	Richard and Anne Lee 1830 ALDER COVE RD W TILLAMOOK, OR 97141	Acres: 0.12 Sale Date: 2006-08-28	1012 4TH 1S10 25DB 03500 3500 Sale Price: \$106,000
117377	Stan Neitling 1725 EDGECLIFF TERR LAKE OSWEGO, OR 97034	Acres: 0.25 Sale Date: 1999-09-14	1107 3RD 1S10 25DB 02300 2300 Sale Price: \$150,000
118367	NORTHWEST MEDICAL FOUNDATION OF TILLAMOO 1000 THIRD ST TILLAMOOK, OR 97141	Acres: 0.25 Sale Date: 2011-07-20	312 ASH 1S10 25DB 03600 3600 Sale Price: \$85,000

Farm Listing by Owner sorted by owner name

Tax Account	Name / Address	Improvements	Situs / Map / Sale Price
117787	NORTHWEST MEDICAL FOUNDATION OF TILLAMOO 1000 THIRD ST TILLAMOOK, OR 97141	Acres: 0.25 Sale Date: 2010-01-08	1011 3RD 1S10 25DB 02900 2900 Sale Price: \$580,000
117466	Christine Nosblsch 1108 4TH ST TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1992-06-09	1108 4TH 1S10 25DB 02600 2600 Sale Price: \$42,000
296735	PERKINS INVESTMENTS LLC PO BOX 420 ASTORIA, OR 97103	Acres: 1.3 Sale Date: 2009-06-03	1212 1ST 1S10 25AC 04501 4501
117359	James Rennick 304 BIRCH AVE TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1989-07-02	304 BIRCH 1S10 25DB 02200 2200 Sale Price: \$32,000
117402	Brian Seaholm 3300 ALLA LN TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 1995-12-08	1103 3RD 1S10 25DB 02400 2400
355350	Western Health Resources 2100 DOUGLAS BLVD ROSEVILLE, CA 95661	Acres: 0.25 Sale Date: 2003-05-14	1015 3RD 1S10 25DB 02901 2901 Sale Price: \$186,500
117607	Robert Yergen 20355 WILSON RIVER HWY TILLAMOOK, OR 97141	Acres: 0.13 Sale Date: 2000-09-08	310 BIRCH 1S10 25DB 02700 2700



LEGEND

- EMPLOYEE CIRCULATION
- PATIENT CIRCULATION
- SERVICE CIRCULATION
- VISION CLEARANCE AREA

PARKING ANALYSIS

MOB PARKING
 19,300 SF/200+ 97 SPACES
 34 EMPLOYEES/2 = 17 SPACES
 131 (REQUIRED)
 70 NEW SPACES
 4 SPACES TO BE SHARED WITH HOSPITAL IN PARKING LOT NORTH OF THE HOSPITAL WHERE THERE ARE 100 EXISTING PARKING SPACES

HOSPITAL PARKING
 2 SPACES/PATIENT BED
 23 SPACES (REQUIRED)
 68 SPACES PROVIDED

BICYCLE PARKING
 1 SPACE REQUIRED/2 PROVIDED

PARKING AND CIRCULATION PC2.02
 03.30.12
 SCALE 3/64" = 1'-0"
 110418
 L.L. & ASSOCIATES, P.C. © 2012

Tillamook Medical Office Building
 Northwest Medical Foundation of Tillamook

Adventist Health
 c l a r k c k j o s
 a r c h i t e c t s l l c

Consent to Vacate a Portion of Second Street

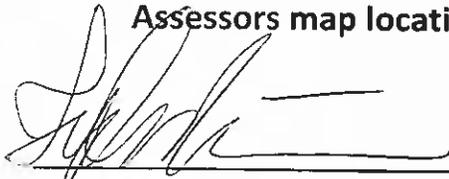
I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

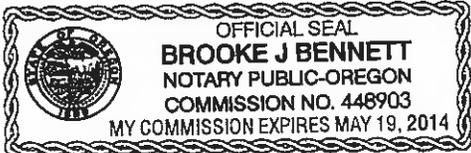
I/We are the legal owners of:

1307 1st Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 03300 3300



Tyson Price

5/9/12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 9</u> , 2012 by <u>Tyson Price</u> .	
<u>Brooke J Bennett</u> Notary Public - State of Oregon	
My Commission Expires: <u>5/19/2014</u>	(seal)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

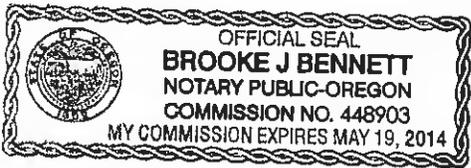
is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1303 1st Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 03400 3400

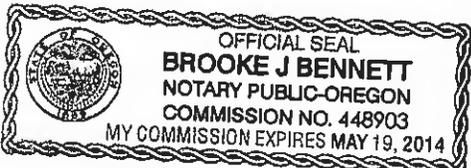
Arnold Dashney
Arnold Dashney

5/8/12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 8</u> , 2012 by <u>Arnold Dashney</u> .	
<u>Brooke J. Bennett</u> Notary Public - State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

Betty Dashney
Betty Dashney

5/8/12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 8</u> , 2012 by <u>Betty Dashney</u> .	
<u>Brooke J. Bennett</u> Notary Public - State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

Consent to Vacate a Portion of Second Street

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Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1204 2nd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 04000 4000

Carol Young
Carol Young

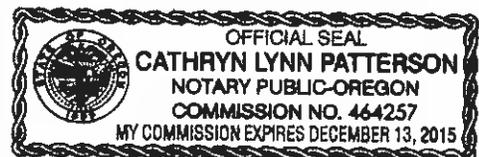
5-4-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 4th, 2012 by Carol Young.

Cathryn Lynn Patterson
Notary Public – State of Oregon

My Commission Expires: 12/13/2015



(seal)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

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Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1208 2nd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 04100 4100

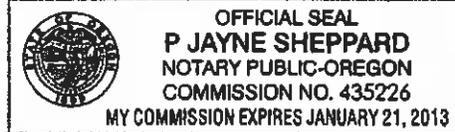
[Signature]
C&D Rentals, LLC.
by: Maureen DeVries

5-9-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 9, 2012 by Maureen DeVries as
member of C&D Rentals, LLC.

P. Jayne Sheppard
Notary Public – State of Oregon



My Commission Expires: Jan. 21, 2013

(seal)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

116 Cedar Avenue
Tillamook, OR 97141
Assessors map location: 1S10 25AC 04200 4200

Laura M Brown
Laura Brown

4-30-12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>April 30</u> , 2012 by <u>Laura Brown</u> .	
<u>Susan Vincent</u> Notary Public – State of Oregon	
My Commission Expires: <u>11-24-15</u>	(seal)

(8)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

Assessors map location: 1S10 25AC 04600 4600

Barbara Aufdermauer
Barbara Aufdermauer

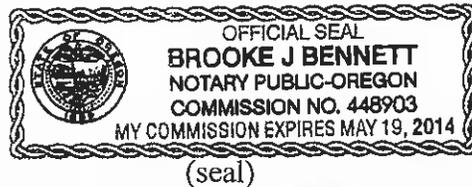
5-9-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 9, 2012 by Barbara Aufdermauer.

Brooke J. Bennett
Notary Public – State of Oregon

My Commission Expires: 5/19/2014



Consent to Vacate a Portion of Second Street

The County of Tillamook hereby gives its consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

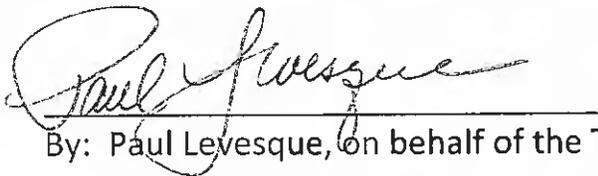
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

The County of Tillamook is the legal owner of the following property:

1000 Third Street

Assessors map location: 1S10 25AC 04700 4700



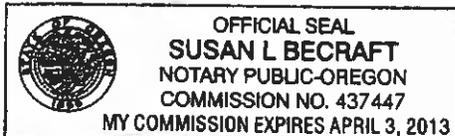
By: Paul Levesque, on behalf of the Tillamook County Board of Commissioners

State of OREGON
County of Tillamook

Signed before me on May 2, 2012 by Paul Levesque.

Susan L. Becraft
Notary Public – State of Oregon

April 3, 2013
My Commission Expires



Consent to Vacate a Portion of Second Street

Northwest Medical Foundation of Tillamook hereby gives its consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation is the legal owner of the following property:

202 Birch Avenue

Assessors map location: 1S10 25AC 04800 4800

1204 Third Street

Assessors map location: 1S10 25AC 05900 5900



By: Walter A. Larson, Vice President, Finance/CFO

State of OREGON
County of Tillamook

Signed before me on 5/7, 2012




Notary Public – State of Oregon

5/19/2014
My Commission Expires

DEED-DWARR

\$20.00 \$11.00 \$18.00 \$10.00 - Total = \$57.00



After recording return to Grantee and until a change is requested all tax statements shall be sent to the Grantee at the following address:
NW Medical Foundation of Tillamook
1000 Third Street
Tillamook, OR 97141

Grantor Address:
Adventist Health Systems/West
c/o 802 Main Avenue
Tillamook, OR 97141

File No.: 7051-1846886 (CM)
Date: March 08, 2012

THIS SPACE RESE



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk



STATUTORY WARRANTY DEED

Adventist Health Systems/West, Grantor, conveys and warrants to **Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$NONE**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 22nd day of MARCH, 2012.

Adventist Health Systems/West

Douglas E. Rebok

By: Douglas E. Rebok, Senior Vice
President/CFO

STATE OF California)
)ss.
County of Placer)

This instrument was acknowledged before me on this 22nd day of March, 2012 by Douglas E. Rebok as Senior Vice President/CFO of Adventist Health Systems/West, on behalf of the Non-profit religious corporation.

Ruth A. Montgomery

Notary Public for California
My commission expires: April 13, 2012

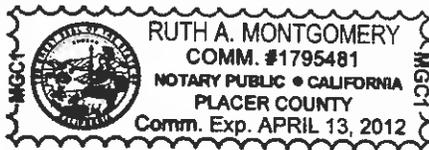


EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Tillamook, State of Oregon, described as follows:

PARCEL I

Lot 1 and the East 7 1/2 feet of Lot 2, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL II

The North one-half of Lots 7 and 8, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL III

Beginning at the Northwest corner of Lot 2, in Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records; and running thence South 105 feet; thence East 45 feet; thence North 105 feet; thence West 45 feet to the place of beginning, being a strip of land 45 feet wide off the entire West side of said Lot 2.

PARCEL IV

Lots 3 and 4, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

EXCEPTING THEREFROM that portion in Quitclaim Deed to Tillamook County, a political subdivision of the State of Oregon, recorded January 24, 2001 in Book 423, Page 36, Records of Tillamook County, Oregon

PARCEL V

Lots 5 and 6, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

EXCEPTING THEREFROM that portion in Quitclaim Deed to Tillamook County, a political subdivision of the State of Oregon, recorded January 24, 2001 in Book 423, Page 36, Records of Tillamook County, Oregon

PARCEL VI

The South one-half of Lots 7 and 8, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL VII

APN: 119650

Statutory Warranty Deed
- continued

File No.: 7051-1846886 (CM)

Lots 5 and 6 in Block 11 of WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK CITY, County of Tillamook, State of Oregon, according to the official plat thereof recorded in Book E, Page 576 Deed Books.

Consent to Vacate a Portion of Second Street

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Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1215 2nd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 05700 5700

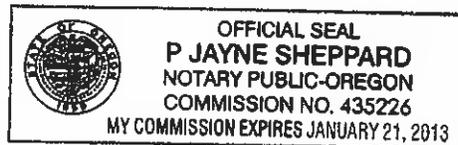

C & D Rentals, LLC
by: Maureen DeVries

5-9-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 9, 2012 by Maureen DeVries as
member of C&D Rentals, LLC.


Notary Public – State of Oregon



My Commission Expires: Jan. 21, 2013

(seal)

Consent to Vacate a Portion of Second Street

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Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

201 Birch Avenue
Tillamook, OR 97141
Assessors map location: 1S10 25AC 05801 5801



Nick Hahn

5-4-2012

Date

State of OREGON
County of Tillamook

Subscribed before me on MAY 4, 2012 by Nick Hahn.


Notary Public – State of Oregon



My Commission Expires: 8/29/2012

(seal)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

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Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

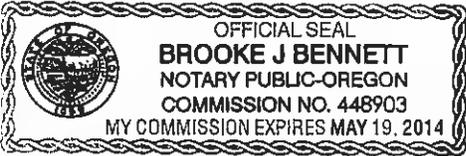
is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

216 Cedar Avenue
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06100 6100

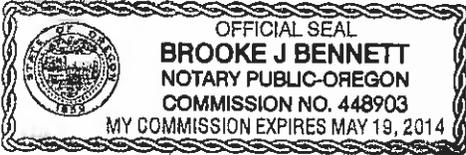
Robert Miles
Robert Miles

May 9 2012
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 9</u> , 2012 by <u>Robert Miles</u> .	
<u>Brooke J. Bennett</u> Notary Public – State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

Donella Miles
Donella Miles

5-9-2012
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 9</u> , 2012 by <u>Donella Miles</u> .	
<u>Brooke J. Bennett</u> Notary Public – State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

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Adventist Health Tillamook Medical Group
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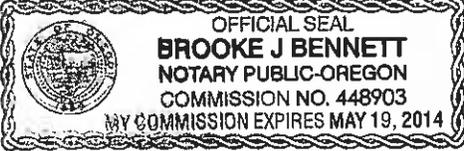
is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

212 Cedar Avenue
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06101 6101

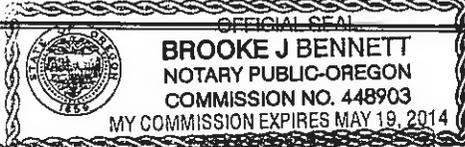
Robert Miles
Robert Miles

May 9 2012
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 9</u> , 2012 by <u>Robert Miles</u> .	
<u>Brooke J. Bennett</u> Notary Public – State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

Donna Miles
Donna Miles

5-9-2012
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 9</u> , 2012 by <u>Donna Miles</u> .	
<u>Brooke J. Bennett</u> Notary Public – State of Oregon My Commission Expires: <u>5/19/2014</u>	(seal)

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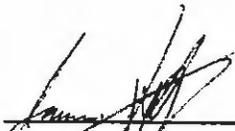
Northwest Medical Foundation of Tillamook, doing business as:

- Adventist Health – Tillamook County General Hospital
- Adventist Health Tillamook Medical Group
- Adventist Health Tillamook Ambulance

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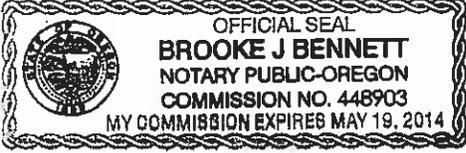
I/We are the legal owners of:

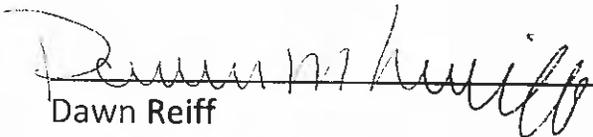
1307 2nd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06400 6400



James Reiff

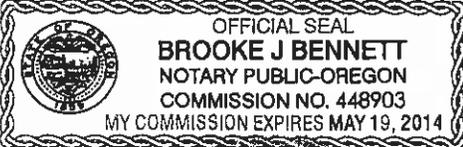
5-10-12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 10</u> , 2012 by <u>James Reiff</u> .	
<u>Brooke J. Bennett</u> Notary Public - State of Oregon My Commission Expires: _____	(seal)



Dawn Reiff

5-10-12
Date

State of OREGON County of Tillamook	
Subscribed before me on <u>May 10</u> , 2012 by <u>Dawn Reiff</u> .	
<u>Brooke J. Bennett</u> Notary Public - State of Oregon My Commission Expires: _____	(seal)

Consent to Vacate a Portion of Second Street

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Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1303 2nd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06500 6500

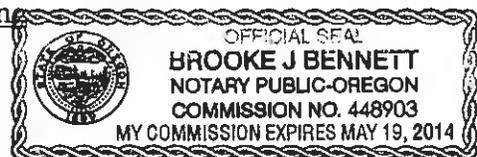
Christina Ping
Christina Ping

5-8-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 8, 2012 by Christina Ping

Brooke J Bennett
Notary Public, State of Oregon



My Commission Expires: 5/19/2014

(seal)

Consent to Vacate a Portion of Second Street

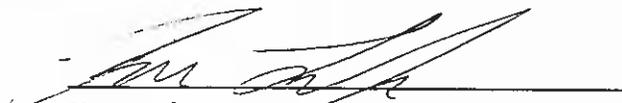
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Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1302 3rd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06600 6600

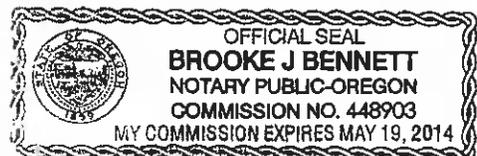

Ken Luke

5-10-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 10, 2012 by Ken Luke.


Notary Public – State of Oregon



My Commission Expires: 5/19/2014

(seal)

Consent to Vacate a Portion of Second Street

I/we the undersigned hereby give our consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:
Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

I/We are the legal owners of:

1308 3rd Street
Tillamook, OR 97141
Assessors map location: 1S10 25AC 06700 6700

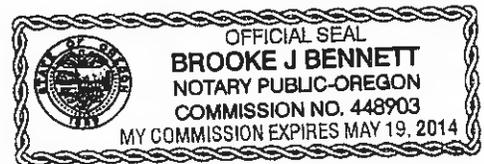
Marilyn Fricia
Marilyn Fricia

May 8, 2012
Date

State of OREGON
County of Tillamook

Subscribed before me on May 8, 2012 by Marilyn Fricia.

Brooke J Bennett
Notary Public – State of Oregon



My Commission Expires: 5/19/2014

(seal)

Consent to Vacate a Portion of Second Street

The City of Tillamook City hereby gives its consent to "vacating" a portion of Second Street in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Second Street to be "vacated" is that portion of Second Street west of Birch Avenue and east of Ash Avenue. Thus, the portion of Second Street between Birch Avenue and Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Second Street so as to build a new medical office building and associated parking.

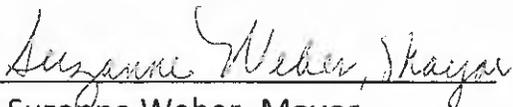
The City of Tillamook City is the legal owner of the following properties:

No Street address

Assessors map location: 1S10 25AC 04601 4601

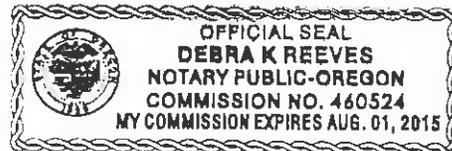
116 Birch Avenue

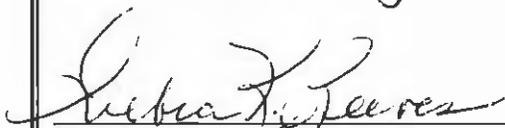
Assessors map location: 1S10 25AC 04400 4400


By: Suzanne Weber, Mayor

State of OREGON
County of Tillamook

Signed before me on May 9, 2012




Notary Public – State of Oregon

8/1/2015
My Commission Expires

Consent to Vacate a Portion of Ash Avenue

The City of Tillamook City hereby gives its consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

The City of Tillamook City is the legal owner of the following properties:

No Street address

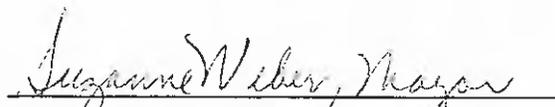
Assessors map location: 1S10 25AC 04601 4601

116 Birch Avenue

Assessors map location: 1S10 25AC 04400 4400

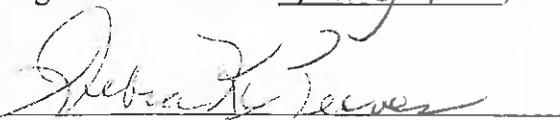
No Street address

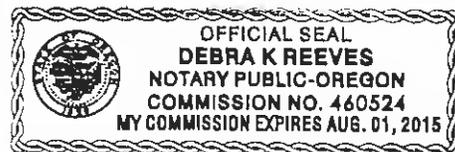
Assessors map location: 1S10 25AC 04500 4500


By: Suzanne Weber, Mayor

State of OREGON
County of Tillamook

Signed before me on May 9, 2012


Notary Public – State of Oregon



8/1/2015
My Commission Expires

Consent to Vacate a Portion of Ash Avenue

I/We the undersigned hereby give our consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

I/We am/are the legal owner(s) of:

1103 3rd Street
Tillamook, Oregon 97141
Assessors map location: 1S10 25DB 02400 2400

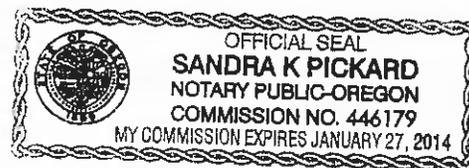
Brian Seaholm
Brian Seaholm

5-7-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 7, 2012 by Brian Seaholm.

Sandra K. Pickard
Notary Public – State of Oregon



My Commission Expires: Jan 27, 2014

(seal)

Consent to Vacate a Portion of Ash Avenue

I/We the undersigned hereby give our consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

I/We am/are the legal owner(s) of:

1008 4th Street
Tillamook, Oregon 97141
Assessors map location: 1S10 25DB 02600 2600

Christine A. Nosbisch
Christine Nosbisch

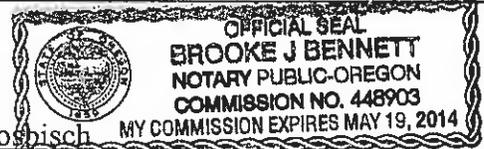
5-8-12
Date

State of OREGON
County of Tillamook

Subscribed before me on May 8, 2012 by Christine Nosbisch

Brooke J. Bennett
Notary Public – State of Oregon

My Commission Expires: 5/19/2014



(seal)

Consent to Vacate a Portion of Ash Avenue

I/We the undersigned hereby give our consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

I/We am/are the legal owner(s) of:

310 Birch Avenue
Tillamook, Oregon 97141
Assessors map location: 1S10 25DB 02700 2700

Robert Yergen

Robert Yergen

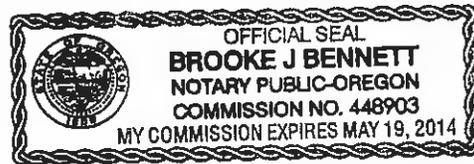
5-7-2012

Date

State of OREGON
County of Tillamook

Subscribed before me on May 7, 2012 by Robert Yergen.

Brooke J. Bennett
Notary Public – State of Oregon



My Commission Expires: 5/19/2014

(seal)

Consent to Vacate a Portion of Ash Avenue

Northwest Medical Foundation of Tillamook hereby gives its consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation, is the legal owner of the following properties:

202 Birch Avenue
Assessors map location: 1S10 25AC 04800 4800

312 Ash Avenue
Assessors map location: 1S10 25DB 03600 3600

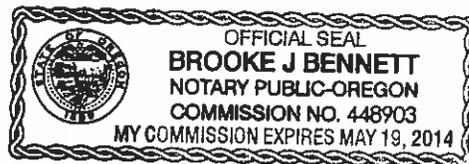
1011 Third Street
Assessors map location: 1S10 25DB 02900 2900



By: Walter A. Larson, Vice President, Finance/CFO

State of OREGON
County of Tillamook

Signed before me on May 7, 2012




Notary Public – State of Oregon

5/19/2014
My Commission Expires



After recording return to Grantee and until a change is requested all tax statements shall be sent to the Grantee at the following address:
NW Medical Foundation of Tillamook
1000 Third Street
Tillamook, OR 97141

Grantor Address:
Adventist Health Systems/West
c/o 802 Main Avenue
Tillamook, OR 97141

File No.: 7051-1846886 (CM)
Date: March 08, 2012

THIS SPACE RESE



I hereby certify that the within instrument was received for record and recorded in the County of Tillamook, State of Oregon.

Tassi O'Neil, Tillamook County Clerk



STATUTORY WARRANTY DEED

Adventist Health Systems/West, Grantor, conveys and warrants to **Northwest Medical Foundation of Tillamook, an Oregon non-profit religious corporation**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$NONE**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 22nd day of MARCH, 2012.

Adventist Health Systems/West

Douglas E. Rebok
By: Douglas E. Rebok, Senior Vice
President/CFO

STATE OF California)
)ss.
County of Placer)

This instrument was acknowledged before me on this 22nd day of March, 2012 by Douglas E. Rebok as Senior Vice President/CFO of Adventist Health Systems/West, on behalf of the Non-profit religious corporation.

Ruth A. Montgomery
Notary Public for California
My commission expires: April 13, 2012

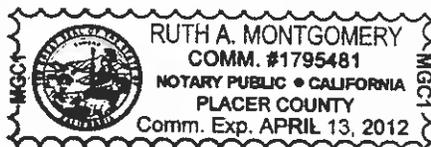


EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Tillamook, State of Oregon, described as follows:

PARCEL I

Lot 1 and the East 7 1/2 feet of Lot 2, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL II

The North one-half of Lots 7 and 8, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL III

Beginning at the Northwest corner of Lot 2, in Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records; and running thence South 105 feet; thence East 45 feet; thence North 105 feet; thence West 45 feet to the place of beginning, being a strip of land 45 feet wide off the entire West side of said Lot 2.

PARCEL IV

Lots 3 and 4, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

EXCEPTING THEREFROM that portion in Quitclaim Deed to Tillamook County, a political subdivision of the State of Oregon, recorded January 24, 2001 in Book 423, Page 36, Records of Tillamook County, Oregon

PARCEL V

Lots 5 and 6, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

EXCEPTING THEREFROM that portion in Quitclaim Deed to Tillamook County, a political subdivision of the State of Oregon, recorded January 24, 2001 in Book 423, Page 36, Records of Tillamook County, Oregon

PARCEL VI

The South one-half of Lots 7 and 8, Block 10, WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK, in Tillamook County, Oregon, according to the official plat thereof, recorded in Book E, Page 576, Deed Records.

PARCEL VII

APN: 119650

Statutory Warranty Deed
- continued

File No.: 7051-1846886 (CM)

Lots 5 and 6 in Block 11 of WILLIAM D. STILLWELL'S SECOND ADDITION TO TILLAMOOK CITY, County of Tillamook, State of Oregon, according to the official plat thereof recorded in Book E, Page 576 Deed Books.

Consent to Vacate a Portion of Ash Avenue

Western Health Resources hereby gives its consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

Western Health Resources, a California corporation, is the legal owner of the following property:

1015 Third Street
Assessors map location: 1S10 25DB 02901 2901

 5/9/12
By: Kirby McKague, CFO

State of California County of Placer	
Signed before me on _____, 2012	<i>see attached</i> <i>BB.</i>
_____ Notary Public – State of California	_____ My Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

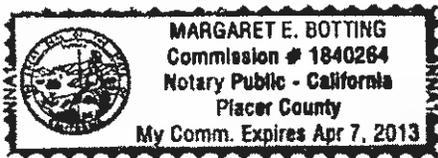
State of California

County of Placer

On May 9, 2012 before me, Margaret E. Botting, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Kirby McKague
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Margaret E. Botting
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Consent to Vacate a Portion of Oak Avenue

Document Date: May 9, 2012 Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kirby McKague

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Western Health Resources

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Consent to Vacate a Portion of Ash Avenue

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Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

I/We am/are the legal owner(s) of:

Assessors map location: 1S10 25AC 04600 4600

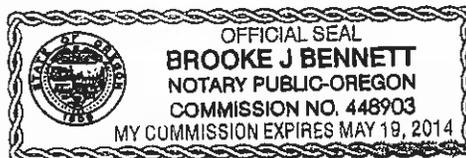
Barbara Aufdermauer
Barbara Aufdermauer

5-9-12
Date

State of OREGON
County of Tillamook

Subscribed before me on may 9, 2012 by Barbara Aufdermauer.

Brooke J. Bennett
Notary Public – State of Oregon



My Commission Expires: 5/19/2014

(seal)

Consent to Vacate a Portion of Ash Avenue

The County of Tillamook hereby gives its consent to "vacating" a portion of Ash Avenue in the City of Tillamook City, Tillamook County, in the State of Oregon. The portion of Ash Avenue to be "vacated" is that portion of Ash Avenue (currently is designate as a street but has not been constructed as a street nor has it been used as a street) that is north from Second Street, beginning from the north end of the previously vacated portion of Ash Avenue between Third Street and Second Street, to the end of Ash Avenue. Thus, that portion of Ash Avenue that abuts to Second Street and runs north to the end of the Ash Avenue will be "vacated".

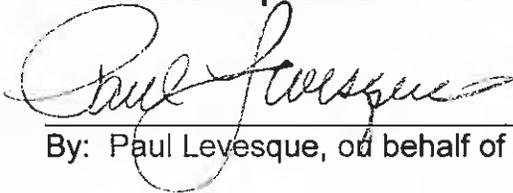
Northwest Medical Foundation of Tillamook, doing business as:

Adventist Health – Tillamook County General Hospital
Adventist Health Tillamook Medical Group
Adventist Health Tillamook Ambulance

is the requestor to "vacate" this portion of Ash Avenue so as to build a new medical office building and associated parking.

The County of Tillamook is the legal owner of the following property:

1000 Third Street
Assessors map location: 1S10 25AC 04700 4700



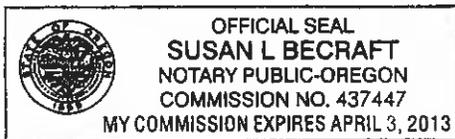
By: Paul Levesque, on behalf of the Tillamook County Board of Commissioners

State of OREGON
County of Tillamook

Signed before me on May 2, 2012 by Paul Levesque.

Susan L. Becraft
Notary Public – State of Oregon

April 3, 2013
My Commission Expires



H12-314

**PUBLIC NOTICE
STREET VACATION**

PUBLIC HEARING NOTICE: JUNE 18, 2012, 7:00 PM TILLAMOOK CITY HALL, 210 LAUREL STREET, TILLAMOOK, OREGON.

REGARDING THE REQUEST FOR THE VACATION OF A PORTION OF SECOND STREET AND A PORTION OF ASH AVENUE IN THE CITY OF TILLAMOOK, TILLAMOOK COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THAT PORTION OF SECOND STREET EXTENDING A DISTANCE OF APPROXIMATELY 210 FEET WEST OF BIRCH AVENUE, EAST OF ASH AVENUE BETWEEN BLOCKS 3 & 10 OF THE SECOND STILLWELL ADDITION, AND THAT PORTION OF ASH AVENUE EXTENDING A DISTANCE OF APPROXIMATELY 270 FEET NORTH OF SECOND STREET, WEST OF BLOCK 3 OF THE SECOND STILLWELL ADDITION OF THE CITY OF TILLAMOOK, WITHIN THE CITY OF TILLAMOOK

Notice is hereby given that the Tillamook City Council will hold the public hearing, and take both written and oral testimony, for the proposed Second Street vacation request west of Birch Avenue, east of Ash Avenue between Blocks 3 & 10 of the Second Stillwell Addition, and the proposed Ash Avenue vacation request extending a distance of approximately 270 feet north of Second Street, west of Block 3 of the Second Stillwell Addition within the City of Tillamook, at the June 18, 2012 regular City Council meeting.

The City Council meeting will begin at 7:00 p.m. at 210 Laurel Avenue Tillamook City Hall.

- The proposed street vacation of a portion of Second Street (see map) west of Birch Avenue, east of Ash Avenue between Blocks 3 & 10 of the Second Stillwell Addition, within the City of Tillamook.
- The proposed street vacation of a portion of Ash Avenue extending a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition within the City of Tillamook.

The applicant, Northwest Medical Foundation is requesting these street vacations. The purpose of these proposed street vacations is for the construction of the proposed Medical Office Building, so that the applicant can meet the required building setback required for the new building. The proposed Medical Office Building was approved by the City of Tillamook Planning Commission on April 19, 2012 under Site Plan Review #SP-12-01 and Conditional Use Permit #CU-12-01. The City of Tillamook Planning Commission orders that prior to the constructions of the proposed building, the applicant shall obtain approval of these proposed street vacations from the City Council. The vacation application request was filed with the City by Northwest Medical Foundation on May 11, 2012.

Written comments received by the City prior to 4:00 pm on June 18, 2012, will be considered in rendering a decision. Comments should address the criteria upon which the City Council must base its decision. Citizens are encouraged to attend the meeting and offer verbal testimony. Those who comment shall receive written notice of the decision. Only those who comment shall have the opportunity to appeal.

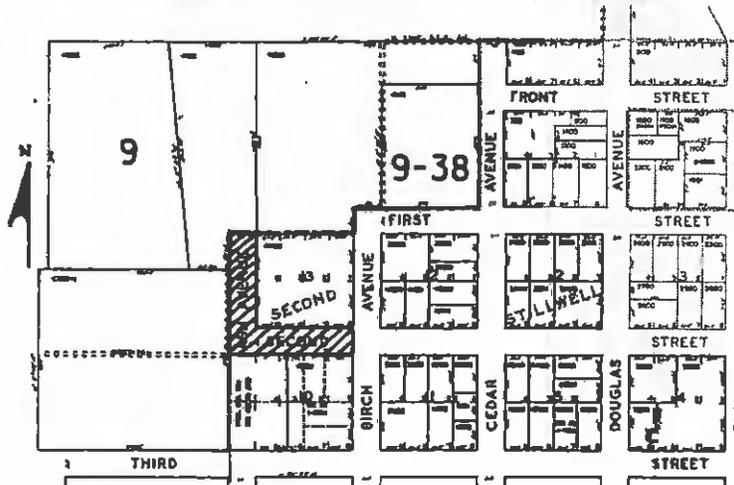
Absolute consent from all property owners adjacent to the property to be vacated has been obtained. Consent of 2/3 of all owners of properties on either side of the property to be vacated for a distance of 200' extending laterally to the next street that serves as a parallel street of the subject property and 400' beyond each terminus of the subject property to be vacated has been obtained.

For further information concerning this proposal please contact:

David Mattison, City Planner at Tillamook City Hall: 842-3443

Published: May 30 2012 and June 6, 2012

Posted: June 4, 2012 at City Hall, County Court House, Library, Fire Station



ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF SECOND STREET WEST OF BIRCH AVENUE, EAST OF ASH AVENUE BETWEEN BLOCKS 3 & 10 OF THE SECOND STILLWELL ADDITION AND A PORTION OF ASH AVENUE EXTENDING A DISTANCE OF APPROXIMATELY 270 FEET NORTH OF SECOND STREET WEST OF BLOCK 3 OF THE SECOND STILLWELL ADDITION LOCATED WITHIN THE CITY OF TILLAMOOK, TILLAMOOK COUNTY, OREGON

WHEREAS, this matter came before the Tillamook City Council (hereafter "Council") in a public hearing on June 18, 2012, pursuant to ORS 271.120, and

WHEREAS, the Council is fully apprised of the records and files herein, and

WHEREAS, consent of all abutting property owners and signatures of more than 2/3 of property owners in an area of real property affected within the affected area defined as an area extending 200 feet on either side of the streets and 400 feet beyond each terminus of the proposed vacations, pursuant to ORS 271.080, and

WHEREAS, no written objections from land owners within the affected area (as prescribed by ORS 271.110) nor remonstrances were received, and

WHEREAS, the portion of Second Street proposed for vacation extends west of Birch Avenue, east of Ash Avenue between blocks 3 & 10 of the Second Stillwell Addition and the portion of Ash Avenue proposed for vacation extends a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition located within the City of Tillamook, Tillamook County, Oregon, and

WHEREAS, notice of the proposed vacation was given as provided in ORS 271.110, published in the Headlight Herald, a newspaper of general circulation within the City's jurisdictional boundaries, on May 30 and June 6, 2012. The date of first publication was not less than 14 days before the scheduled hearing, and further notice was posted in four of the most public places in the City, e.g. City Hall, Tillamook County Library, Tillamook County Courthouse, and Tillamook Fire District in Tillamook, on June 4, 2012, and posted at or near each end of the proposed vacations in at least two conspicuous places in the proposed vacation area at least 14 days before the hearing, and

NOW, THEREFORE, the City ordains as follows:

Section 1. The Tillamook City Council agrees that it is proper and expedient that said vacation be granted with the following conditions:

- 1) A twenty (20) foot public utility easement be recorded to benefit water, sewer, storm sewer, and City Public Works Department access within these vacated portions of Second Street and Ash Avenue and the adjacent property (Tax Lot 4400);
- 2) Access be provided to the easement on this vacated portions of Second Street and Ash Avenue;

- 3) Consolidation of land-locked parcel (Tax Lot 4601) with adjacent property (Tax Lot 4500).

Section 2. The Tillamook City Council agrees that once these conditions are met, portion of Second Street proposed for vacation west of Birch Avenue, east of Ash Avenue between blocks 3 & 10 of the Second Stillwell Addition and the portion of Ash Avenue proposed for vacation extending a distance of approximately 270 feet north of Second Street west of Block 3 of the Second Stillwell Addition, as described in Attachment A and shown on the Assessor's Map in Attachment B, shall be vacated with title to said street portion attached to abutting property in equal proportions.

PASSED 1st reading by the City Council this 18th day of June, 2012.

PASSED 2nd reading by the City Council this 2nd day of July, 2012.

ADOPTED by the Tillamook City Council this 2nd day of July, 2012, 2012.

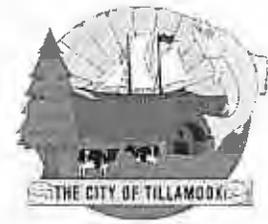
Mayor

ATTEST:

City Recorder

Memo

City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141



To: City Council
From: Paul Wyntergreen
Date: June 14, 2012
Re: Staff recommendations for final Budget Adjustments

Attached you will find a copy of the draft budget with the second column on the right indicating the 2012-2013 budget as proposed by the Budget Committee. This is the recommendation upon which you must act either through direct adoption or modification (limited to a 10% increase in expenditures per fund).

There is also a third column on the far right that is labeled 'Proposed by Staff'; this contains the final budget adjustments (in red) to the Budget Committee's recommendations as forwarded by staff. Whether you accept these recommendations or not, this third column will be replaced by the budget figures as 'Adopted by Council'.

The most notable change coming out of the adjustments recommended by staff is found in the Beginning Fund Balances at the start of each fund. These adjustments are the result of a better track on how each fund will end this current fiscal year, combined with more accurate beginning fund balances for this current fiscal year that were entered while the Auditors were here during the first week of June. These revised figures were very favorable for both the water and sewer funds and have enabled the presentation of a healthier budget.

With regard to other detail adjustments starting in the General Fund and moving to the end:

- The Building Permit line has been adjusted down given that negotiations with the County are not proceeding towards a return to a percentage of fee basis, but rather a more unknown approach of using Community Development Fees based upon a percentage of valuation as adopted at your last meeting.
- The Police Building surplus now indicates a better surplus value, which is dependent upon executing a sale, but that is compensated for by an offsetting improvement expenditure on page 5. If no sale occurs, no improvements will happen.
- At the request of the Finance Committee, the Cable Franchise is returned to the Street Fund and Water/Sewer Franchise to the General Fund.

- Internal Service Charges are returned to normal given that the Sewer Fund's Beginning Balance was better and therefore did not need the one-year waiver of charges.
- On page 2, Communications was revised to reflect Jane Scott's increase in rates.
- On all remaining personnel budgets, the non-union medical was revised to reflect the Personnel Committee's recommendations on employee cost-sharing and VEBA contributions. Due to the timing of this year's enrollment, this results in some increases this fiscal year, but in the long-run the annual costs to the City go down. On page 2, the increase also reflects the carry-over of my \$5,000 bonus since it was not logistically possible to set-up a Flexible Savings Account during the current fiscal year.
- On page 4, Officer #5, formerly Kurt Wagner, was adjusted down (in addition to the certification pay) to reflect an entry-level officer, and then some additional due to the fact that that position will not be filled in July. Officer #4 was moved into the General Fund in accordance with the TRT recommendations coming out of the Finance Committee. This also increased the Union Medical due to loading in an additional officer.
- On page 6, the full annual repayment to the Water Fund for the Kinsman property (rather than the half) is recommended due to the healthier position of the General Fund with a 6% Unappropriated Ending Fund Balance (UEFB). This also shows up as increased income to the Water Fund on page 9.
- On pages 7 & 8, in the Streets and Storm Drain Fund, after the Budget had already made its recommendation, the FEMA demolition of the Safeway had to be bumped over into next fiscal year due to bidding delays. Since expenditures cannot increase more than 10%, staff's recommendation is to expense only \$72,830 of the project out of Streets and Storm Drain, rather than all of it as shown in this year's budget. The balance of the project is recommended to be expensed out of the CDBG fund on page 21 as that meets the 10% requirement and can be accommodated by renaming the fund CDBG/FEMA.
- The Streets and Storm Drain is now the tightest fund and therefore, staff recommends moving roughly half of the laborer's costs back into the Sewer Fund, page 12, in order to maintain the minimal 3% UEFB in this Fund. Similarly, about one third of the RARE intern's costs can be deferred into the next fiscal year since there will be an overlap.
- With the Urban Renewal's tabling of the Finance Committee's request for assistance on City Shop capital projects, the only identified funds for improvement of the Kinsman property are contained on page 8 (\$33,705) and page 11 (\$50,000). This does not accomplish all of the various improvements described in my attached memo to the UR Agency, and therefore, the Council needs to provide staff with direction.
- On page 11, the Water Fund is in a much healthier position with a 10% UEFB and therefore, any remainder is recommended as Reserves for Replacement.
- On page 13, in order to provide for reinstating the internal service charge to the General Fund and any unrealized debt service, while staying within the 10% increase limitation, the Bio-solids expense was reduced further. On page 17, the anticipated Room Tax receipts were downgraded to more accurately reflect reality, while the recent Council actions regarding the provision of dedicated percentages to both the Farmers' Market and

the Chamber are now shown in Materials & Services. The \$50,000 balance after moving the existing Police Officer out is shown in Unrestricted Capital Reserves; however, if the Police Station is not sold, roughly \$25,000 will have to go to Property Purchase.

Once the final numbers are approved, staff will bring back the necessary resolution to adopt the Budget at your June 26th meeting.

2009/10	2010/11	2011-2012	<u>Amended Copy</u>		2012-2013	2012-2013	2012-2013
Actual	Actual	Adopted	Account	Description	Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
77,913	105,500	75,000		BEGINNING FUND BALANCE	125,000	125,000	185,000
2,300	2,637	2,400	010-00-41020	ANIMAL / LICENSES	2,400	2,400	2,400
8,000	0	0	010-00-41050	BUILDING PERMITS/COMMUNITY DEVELOPMENT FEE	15,000	15,000	5,000
0	2,563	2,500	010-00-41035	SECURITY COURT FEE	0	0	0
6,345	6,688	7,155	010-00-41075	CIGARETTE TAX (@ \$1.45 per person)	6,769	6,769	6,769
1,000	606	600	010-00-41100	MED.LIABILITY/ADMIN FEE	0	0	0
150,000	121,153	125,000	010-00-41105	COURT FINES/FORFEITURES	57,500	57,500	57,500
2,500	342	400	010-00-41115	EQUIPMENT SALES/VEHICLES	2,000	2,000	2,000
5,000	10,490	10,000	010-00-41150	PLANNING / PASS THRU GRANTS (EOA)	30,000	30,000	30,000
3,000	211	150	010-00-41170	INVESTMENT EARNINGS	200	200	200
100	0	0	010-00-41180	LAND SALES/POLICE BLDG.SURPLUS	50,000	50,000	83,000
1,200	1,152	1,100	010-00-41190	LICENSES	1,111	1,111	1,111
56,588	60,477	58,924	010-00-41200	LIQUOR TAX (@ \$11.94 per person)	64,108	64,108	64,108
10,000	1,080	1,500	010-00-41210	VEHICLE IMPOUND	1,515	1,515	1,515
6,000	4,333	2,000	010-00-41220	MISC. FEES	2,020	2,020	2,020
1,000	710	800	010-00-41230	MISC. PERMITS	808	808	808
7,500	6,755	6,000	010-00-41240	PARKING FINES	6,060	6,060	6,060
13,000	14,231	15,000	010-00-41260	PLANNING FEES	15,150	15,150	15,150
15,000	14,713	13,000	010-00-41270	PARKING METERS/RENTAL SPACE	10,000	10,000	10,000
35,000	36,179	36,000	010-00-41281	BUSINESS REGISTRATION FEES (moved to TRT)	0	0	0
	10,956	10,000	010-00-41282	BUSINESS REGISTRATION SURCHARGE (moved to TRT)	0	0	0
8,000	6,221	6,500	010-00-41285	ADMIN FEE - MUNICIPAL COURT	0	0	0
1,000	313	10,000	010-00-41290	INSURANCE GRANT FOR VIDEO CAMERAS	0	0	0
515,000	510,439	505,000	010-00-41300	PROPERTY TAX / CURRENT	540,750	540,750	540,750
20,000	18,429	15,000	010-00-41310	PROPERTY TAX / PRIOR	15,150	15,150	15,150
500	512	0	010-00-41390	SPECIAL REVENUES	0	0	0
1,000	1,850	100	010-00-41410	LIEN SEARCH REVENUE	400	400	400
0	0	308,000	010-00-41420	PROPERTY PURCHASE (closeout)/Water Loan	0	0	0
0	0	8,400	010-00-41425	TRANSIT/VISITOR CENTER RENT	8,484	8,484	8,484
0	0	1,500	010-00-41470	PROP TAX RECEIPTS FROM VENDORS (transferred to Parks)	0	0	0
28,500	29,272	0	010-00-41480	FRANCHISE/CABLE T.V. (Redesignated to Parks)	30,300	30,300	0
290,000	282,759	385,000	010-00-41490	FRANCHISE/PUD	388,850	388,850	388,850
43,476	39,560	44,000	010-00-41500	FRANCHISE/CENTURY LINK	90,000	90,000	90,000
57,200	65,895	63,000	010-00-41505	FRANCHISE/WATER-SEWER UTILITIES	0	0	74,357
0	0	25,300	010-00-41560	TRANSFER/PROPERTY PURCHASE FOR PD BLDG.	0	0	0
38,300	37,162	41,256	010-00-41960	STATE REV SHARING (SRS)	44,886	44,886	44,886
15,000	15,000	15,000	010-00-41610	CAMI	15,000	15,000	15,000
19,800	27,115	25,000	010-00-41625	PROPERTY INCOME	0	0	0
1,000	0	0	010-00-41630	POLICE/SPECIAL PROGRAMS	0	0	0
16,000	16,000	16,000	010-00-41640	COUNTY ANIMAL CONTROL	16,000	16,000	16,000
3,000	15,393	39,658	010-00-41650	URBAN RENEWAL ADMIN REIMBSMT	40,055	40,055	40,055
	0	187,016	010-00-41660	INTERNAL SERVICE CHARGES	111,577	111,577	192,626
1,459,222	1,466,696	2,063,259		Sub Total	1,691,093	1,691,093	1,899,199
				TRANSFERS INTO GF			
115,000	100,000	122,500	010-00-41970	FROM TRANS ROOM TAX	0	0	0
14,280	14,280	20,100	010-00-41990	FROM TRT UNRESTRICTED	0	0	0
129,280	114,280	142,600		Sub Total	0	0	0
1,588,502	1,580,976	2,205,859		TOTAL REVENUES	1,691,093	1,691,093	1,899,199

GENERAL FUND EXPENDITURES				Proposed by	Proposed by	Proposed by
2009/10	2010/11	2011-2012	MAYOR & COUNCIL	Budget Officer	Budget Com.	Staff
Actual	Actual	Adopted	MATERIALS & SUPPLIES			
7,188	7,818	6,000	010-01-53050 COMMUNICATIONS (video @ \$275/meeting)	6,090	6,090	6,600
35,349	23,487	25,000	010-01-53060 CONTRACTUAL SERVICES (City Attorney)	15,000	15,000	15,000
7,223	8,300	8,000	010-01-53070 CONFERENCE/PROMOTIONAL/TRAINING	5,000	5,000	5,000
6,308	6,251	7,000	010-01-53080 DUES & MEMBERSHIPS	4,750	4,750	4,750
94	469	500	010-01-53270 OFFICE SUPPLIES	508	508	508
0	0	100	010-01-53280 PERIODICALS & PUBLICATIONS	102	102	102
249	353	400	010-01-53300 POSTAGE	406	406	406
62,296	8,840	5,000	010-01-53360 SPECIAL PROJ/VISION/BEAUT. AWARDS TO WATER	1,200	1,200	1,200
91	321	400	010-01-53400 TRAVEL / SUBSISTANCE	406	406	406
1,817	1,235	1,000	010-01-53410 COMMITTEE MTGS BUSINESS	1,015	1,015	1,015
3,425	3,900	4,200	010-01-53415 COUNCIL STIPEND	4,200	4,200	4,200
124,040	60,974	57,600	Mayor & Council Sub Fund	38,677	38,677	39,187
2009/10	2010/11	2011-2012	CITY MANAGER			
Actual	Actual	Adopted	PERSONNEL			
20,162	3,101	0	010-02-52010 SALARIES	0	0	0
1,951	0	0	010-02-52030 LONGEVITY	0	0	0
1,692	817	0	010-02-52040 SOCIAL SECURITY	0	0	0
107	606	0	010-02-52050 WORKERS COMP.	0	0	0
2,492	1,203	0	010-02-52060 PERS	0	0	0
4,133	1,440	0	010-02-52110 MEDICAL INSURANCE	0	0	0
516	163	0	010-02-52120 DENTAL INSURANCE	0	0	0
20	8	0	010-02-52130 LIFE INSURANCE	0	0	0
31,073	7,338	0	Sub Total	0	0	0
MATERIALS & SUPPLIES						
362	175	0	010-02-53070 CONFERENCE AND PROMOTIONAL	0	0	0
1,231	472	0	010-02-53080 DUES & MEMBERSHIPS	0	0	0
30	172	0	010-02-53110 EQUIPMENT / OFFICE	0	0	0
1,500	795	0	010-02-53190 LEGAL NOTICES	0	0	0
1,767	1,189	0	010-02-53270 OFFICE SUPPLIES	0	0	0
673	150	0	010-02-53280 PERIODICALS & PUBLICATIONS	0	0	0
10,111	4,800	0	010-02-53290 CONSULTING SERVICES	0	0	0
478	229	0	010-02-53300 POSTAGE	0	0	0
10,260	34,578	0	010-02-53370 ADMIN SUPPORT	0	0	0
233	5,995	0	010-02-53400 TRAVEL / SUBSISTANCE	0	0	0
239	226	0	010-02-53420 UTILITIES / PHONE	0	0	0
1,162	3,932	0	010-02-53800 MISC. EXPENDITURE	0	0	0
2,978	2,308	0	010-02-53430 WEB SERVICES	0	0	0
31,024	55,021	0	Sub Total	0	0	0
CAPITAL OUTLAY						
1,079	1,190	0	010-02-54050 EQUIPMENT / OFFICE			
1,079	1,190	0	Sub Total	0	0	0
63,176	63,549	0	City Manager Sub Fund	0	0	0
2009/10	2010/11	2011-2012	ADMINISTRATION			
Actual	Actual	Adopted	PERSONNEL			
		90,348	010-03-52012 CITY MANAGER	91,703	91,703	91,703
38,045	37,534	70,829	010-03-52010 RECORDER/HUMAN RESOURCE DIR.	55,000	55,000	55,000
24,953	25,828	32,040	010-03-52013 FINANCE OFFICER (from 30 to 40 hrs./wk)	52,000	52,000	52,000
0	0	38,069	010-03-52016 FINANCE ASSISTANT	38,640	38,640	38,640
0	0	36,000	010-03-52017 EXEC. ASSISTANT (30 hrs./wk)	36,540	36,540	36,540
31,320	32,880	33,209	CLERK (L.Casey)	3,600	3,600	3,600
2,425	2,434	3,465	010-03-52030 LONGEVITY	1,800	1,800	1,800
4,703	5,033	16,572	010-03-52040 SOCIAL SECURITY	21,365	21,365	21,365
130	796	750	010-03-52050 WORKERS COMP.	2,000	2,000	2,000
6,929	7,415	48,300	010-03-52060 PERS	39,000	39,000	39,000
17,958	17,820	56,520	010-03-52110 MEDICAL INSURANCE	55,823	55,823	64,000
2,220	2,363	7,555	010-03-52120 DENTAL INSURANCE	7,933	7,933	7,933
110	110	360	010-03-52130 LIFE INSURANCE	363	363	363
128,793	132,213	434,017	Sub Total	405,767	405,767	413,944

			MATERIALS & SUPPLIES	Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
15	1,000		300 010-03-53060 CONTRACTUAL SERVICES	0	0	0
1,047	1,088		3,500 010-03-53070 CONFERENCE AND PROMOTIONAL	3,553	3,553	3,553
265	400		1,500 010-03-53080 DUES & MEMBERSHIPS	1,500	1,500	1,500
0	10		1,000 010-03-53100 ELECTION NOTICES	1,000	1,000	1,000
1,051	431		2,000 010-03-53110 EQUIPMENT / OFFICE	2,030	2,030	2,030
103	241		2,700 010-03-53190 LEGAL NOTICES	2,741	2,741	2,741
2,230	2,310		4,000 010-03-53270 OFFICE SUPPLIES	4,060	4,060	4,060
235	30		300 010-03-53280 PERIODICALS & PUBLICATIONS	100	100	100
924	1,102		1,500 010-03-53300 POSTAGE	1,523	1,523	1,523
204	723		2,000 010-03-53380 TRAINING/EDUCATION	2,030	2,030	2,030
239	333		1,100 010-03-53400 TRAVEL / SUBSISTANCE	1,117	1,117	1,117
0	0		0 PAYMENT TO WATER FOR IT/RISK MANAGEMENT SERV.	10,000	10,000	10,000
233	661		700 010-03-53420 UTILITIES / PHONE	5,000	5,000	5,000
92	500		500 010-03-53800 MISC. EXPENDITURE	508	508	508
6,638	8,829	21,100		Sub Total	35,162	35,162
			CAPITAL OUTLAY			
15,000	4,372	15,000	010-03-54090 COMPUTER/RECORDING UPGRADES	0	0	0
15,000	4,372	15,000		Sub Total	0	0
150,431	145,414	470,117		Administration Sub Fund	440,929	449,106
2009/10	2010/11	2011-2012	MUNICIPAL COURT			
Actual	Actual	Adopted	PERSONNEL			
31,320	33,991	33,209	010-04-52010 SALARIES	0	0	0
0	0	250	010-04-52030 LONGEVITY	0	0	0
	620	600	010-04-52035 CERTIFICATION PAY	0	0	0
2,400	2,561	2,096	010-04-52040 SOCIAL SECURITY	0	0	0
100	632	100	010-04-52050 WORKERS COMP.	0	0	0
3,550	2,009	5,033	010-04-52060 PERS	0	0	0
5,401	5,359	5,595	010-04-52110 MEDICAL INSURANCE	0	0	0
634	674	725	010-04-52120 DENTAL INSURANCE	0	0	0
80	73	72	010-04-52130 LIFE INSURANCE	0	0	0
43,485	45,919	47,680		Sub Total	0	0
			MATERIALS & SUPPLIES			
6,837	6,240	8,000	010-04-53060 CONTRACTUAL SERVICES	0	0	0
0	586	400	010-04-53070 CONFERENCE AND PROMOTIONAL	0	0	0
50	135	100	010-04-53080 DUES & MEMBERSHIPS	0	0	0
0	38	300	010-04-53110 EQUIPMENT / OFFICE	0	0	0
825	727	1,000	010-04-53270 OFFICE SUPPLIES	0	0	0
571	553	800	010-04-53300 POSTAGE	0	0	0
163	0	1,500	010-04-53380 TRAINING/EDUCATION	0	0	0
229	223	300	010-04-53420 UTILITIES / PHONE	0	0	0
126	50	400	010-04-53430 COURT/VEHICLE IMPOUND REIMB.	0	0	0
73	0	200	010-04-53800 MISC. EXPENDITURE	0	0	0
8,874	8,552	13,000		Sub Total	0	0
			CAPITAL OUTLAY			
882	0	300	010-04-54090 COMPUTER UPGRADES			
882	0	300		Sub Total	0	0
53,241	54,471	60,980		Municipal Court Sub Fund	0	0
2009/10	2010/11	2011-2012	PLANNING			
Actual	Actual	Adopted	PERSONNEL			
54,492	57,216	57,788	010-05-52010 PLANNER	58,655	58,655	58,655
1,000	1,733	0	010-05-52020 O/T	0	0	0
250	500	500	010-05-52030 LONGEVITY	500	500	500
4,169	4,548	3,583	010-05-52040 SOCIAL SECURITY	4,525	4,525	4,525
700	1,938	1,150	010-05-52050 WORKERS COMP.	1,300	1,300	1,300
6,141	6,700	11,032	010-05-52060 PERS	11,362	11,362	11,362
11,320	11,231	11,725	010-05-52110 MEDICAL INSURANCE	14,541	14,541	15,032
1,095	1,164	1,250	010-05-52120 DENTAL INSURANCE	2,273	2,273	2,273
80	73	72	010-05-52130 LIFE INSURANCE	73	73	73
79,247	85,103	87,100		Sub Total	93,229	93,720

			MATERIALS & SUPPLIES	Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
0	0	0	010-05-53060 EOA CONTRACT SERVICES	25,000	25,000	25,000
237	107	300	010-05-53070 CONFERENCE AND PROMOTIONAL	305	305	305
0	50	100	010-05-53080 DUES & MEMBERSHIPS	102	102	102
0	40	200	010-05-53110 EQUIPMENT/OFFICE	0	0	0
781	192	900	010-05-53190 LEGAL NOTICES	914	914	914
546	270	1,300	010-05-53270 OFFICE SUPPLIES	1,320	1,320	1,320
0	0	100	010-05-53280 PERIODICALS & PUBLICATIONS	102	102	102
250	108	400	010-05-53300 POSTAGE	406	406	406
0	300	1,400	010-05-53380 TRAINING	1,421	1,421	1,421
72	15	200	010-05-53400 TRAVEL / SUBSISTANCE	203	203	203
219	223	300	010-05-53420 UTILITIES / PHONE	0	0	0
0	1,430	0	010-05-53430 ENG./PROFESSIONAL REVIEW SVCS.	0	0	0
0	0	0	010-05-53440 MISC. GRANTS	0	0	0
0	0	200	010-05-53460 RECYCLING PROGRAM	200	200	200
10	19	0	010-05-53800 MISC. EXPENDITURE	0	0	0
2,115	2,754	5,400		Sub Total	29,973	29,973
			CAPITAL OUTLAY			
0	1,384	0	010-05-54090 COMPUTER UPGRADES	0	0	0
2,115	1,384	0		Sub Total	0	0
81,362	89,241	92,500		Planning Sub Fund	123,202	123,202
						123,693
2009/10	2010/11	2011-2012	POLICE DEPT.			
Actual	Actual	Adopted	PERSONNEL			
70,119	79,551	72,962	010-07-52011 Police Chief	75,000	75,000	75,000
38,064	39,972	40,372	010-07-52019 Secretary / Dispatcher	40,978	40,978	40,978
34,188	35,892	36,251	010-07-52021 Community Resource Aide/Bower	36,795	36,795	36,795
29,079	29,532	29,827	010-07-52070 Downtown Resource Aide/Parking Enforcement	0	0	0
6,116	6,000	4,950	010-07-52030 LONGEVITY	11,000	11,000	11,000
56,553	57,552	61,020	010-07-52015 Police Officer #5	62,856	62,856	44,000
57,390	59,046	61,020	010-07-52016 Police Officer #2	56,628	56,628	56,628
56,148	57,808	61,020	010-07-52017 Sargent	68,000	68,000	68,000
53,021	55,608	61,020	010-07-52025 Police Officer #1	62,856	62,856	62,856
36,514	0	46,332	010-07-52014 Police Officer #3	50,628	50,628	50,628
0	0	44,760	010-07-52022 Police Officer #4	0	0	48,000
51,217	46,006	55,000	010-07-52020 OVERTIME	35,000	35,000	35,000
2,720	3,060	4,000	010-07-52036 CELL PHONE REIMBURSEMENT	4,200	4,200	4,200
2,200	2,000	2,500	010-07-52037 SHIFT DIFFERENTIAL	2,500	2,500	2,500
13,866	11,844	18,000	010-07-52035 CERTIFICATION PAY	18,000	18,000	15,036
47,232	48,467	39,904	010-07-52040 SOCIAL SECURITY	40,120	40,120	42,123
18,353	25,488	21,950	010-07-52050 WORKERS COMP.	23,000	23,000	23,000
56,181	55,945	94,579	010-07-52060 PERS	82,000	82,000	82,000
76,899	84,962	105,840	010-07-52090 UNION MEDICAL/DENTAL/VISION INSU	62,400	62,400	77,520
68,145	62,698	54,950	010-07-52110 MEDICAL INSURANCE	41,283	41,283	42,677
7,828	7,709	6,830	010-07-52120 DENTAL INSURANCE	5,660	5,660	5,660
779	762	792	010-07-52130 LIFE INSURANCE	726	726	726
782,612	769,902	923,879		Sub Total	779,630	824,327

			MATERIALS & SUPPLIES	Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
307	368	1,500	010-07-53060 COMMUNICATIONS	1,523	1,523	1,523
4,537	18,154	10,000	010-07-53060 CONTRACTUAL SERVICES	12,000	12,000	12,000
380	250	300	010-07-53080 DUES & MEMBERSHIPS	305	305	305
17,327	19,786	27,000	010-07-53140 FUEL / VEHICLE	29,000	29,000	29,000
670	239	500	010-07-53170 INVESTIGATION	500	500	500
4,263	4,456	5,000	010-07-53200 MAINT / BUILDING	5,000	5,000	5,000
2,680	1,512	1,000	010-07-53210 MAINT / EQUIPMENT	1,015	1,015	1,015
4,083	3,217	4,000	010-07-53240 MAINT / SERVICE CONTRACTS	4,060	4,060	4,060
10,346	11,156	10,000	010-07-53250 MAINT / VEHICLE	10,150	10,150	10,150
0	0	100	010-07-53260 Tillamook Narcotics Team	100	100	100
5,738	12,019	6,000	010-07-53270 OFFICE SUPPLIES	6,000	6,000	6,000
1,553	956	2,000	010-07-53300 POSTAGE	2,030	2,030	2,030
2,644	3,144	1,000	010-07-53350 SPECIAL PROGRAMS	1,000	1,000	1,000
6,578	5,077	4,000	010-07-53380 TRAINING	4,060	4,060	4,060
201	196	300	010-07-53400 TRAVEL / SUBSISTANCE	305	305	305
6,107	6,463	6,500	010-07-53410 UNIFORM ALLOWANCE	6,500	6,500	6,500
4,399	4,499	5,000	010-07-53420 PHONE	2,533	2,533	2,533
3,260	0	3,500	010-07-53700 TARGETS & AMMUNITION	3,500	3,500	3,500
1,195	810	3,000	010-07-53710 ANIMAL CONTROL	3,045	3,045	3,045
88	72	500	010-07-53720 LEDS	508	508	508
76,356	92,374	91,200		Sub Total	93,134	93,134
2009/10	2010/11	2011-2012				
Actual	Actual	Adopted	CAPITAL OUTLAY			
11,593	699	5,000	010-07-54040 EQUIPMENT / GENERAL	5,000	5,000	5,000
0	0	25,300	010-07-54050 PD BUILDING PAYMENTS/IMPROVEMENTS	5,000	5,000	83,000
11,593	699	30,300		Sub Total	10,000	88,000
			DEBT SERVICE			
0	0	0	VEHICLE FINANCING (deferred)	0	0	0
0	5,273	8,000	010-07-55080 TRUCK/TASER & VAN PAYDOWN	5,300	5,300	5,300
		8,000		Sub Total	5,300	5,300
870,561	862,975	#####	Police Dept. Total Sub Fund	888,064	888,064	1,010,761
2009/10	2010/11	2011-2012	PARKS & RECREATION			
Actual	Actual	Adopted	MATERIALS & SUPPLIES			
0	131	0	010-09-53040 CHEMICALS	0	0	0
400	46	0	010-09-53200 MAINT / BUILDING	0	0	0
193	0	0	010-09-53210 MAINT / EQUIPMENT	0	0	0
4,462	2,109	0	010-09-53230 MAINT / MATERIALS	0	0	0
2,297	980	0	010-09-53360 SPECIAL PROJECTS/OPEN SPACE	0	0	0
1,399	1,562	0	010-09-53430 UTILITIES / POWER	0	0	0
8,751	4,828	0		Sub Total	0	0
0	90	0	010-09-54090 HOQUARTON TRAIL PROJECT	0	0	0
0	90	0		Sub Total	0	0
8,751	4,918	0	Parks & Recreation Total Sub Fund	0	0	0
2009/10	2010/11	2011-2012	GENERAL CITY FACILITIES			
Actual	Actual	Adopted	MATERIALS & SUPPLIES			
0	0	5,000	010-10-52080 UNEMPLOYMENT	10,000	10,000	10,000
0	0	0	VACATIONS PAYABLE	10,000	10,000	10,000
23,934	19,990	8,240	010-10-53065 AUDIT	8,364	8,364	8,364
35,267	15,561	11,000	010-10-53160 INSURANCE BLDG/VEHICLES	11,165	11,165	11,165
2,034	3,118	3,000	010-10-53230 MAINT / MATERIALS	3,045	3,045	3,045
22,953	31,664	35,000	010-10-53240 SERVICE CONTRACTS (IT, copiers, software, postage, janitor)	29,000	29,000	29,000
0	10,356	10,000	010-10-53250 BUSINESS REGISTRATION SURCHARGE	0	0	0
			SAFETY IMPROVEMENTS	3,000	3,000	3,000
0	300	1,500	010-10-53260 CONTRACTUAL SERVICES	0	0	0
582	2,401	20,000	010-10-53350 CODIFICATION	0	0	0
0	0	6,800	010-10-53370 WEB SERVICES	6,000	6,000	6,000
0	0	7,000	010-10-53420 BLDG. MAINTENANCE	3,500	3,500	3,500
6,669	8,108	7,500	010-10-53430 UTILITIES / POWER	7,613	7,613	7,613
91,439	91,498	115,040		Sub Total	91,687	91,687

				CAPITAL OUTLAY			Proposed by	Proposed by	Proposed by
							Budget Officer	Budget Com.	Staff
0	0	305,000		BLDG. REMODEL / PROPERTY PURCHASE		0	0	0	
0	0	12,500		SURVAIL CAMERAS (CITY HALL & WWTP)		0	0	0	
1,855	8,194	4,000	010-10-54050	EQUIPMENT		0	0	0	
1,855	8,194	321,500			Sub Total	0	0	0	
				DEBT SERVICE					
		14,280	010-10-53900	WATER FUND LOAN REPAY (SRS)		48,000	48,000	78,000	
						0	0	0	
		14,280			Sub Total	48,000	48,000	78,000	
				TRANFERS OUT					
14,280	14,280	0	010-10-53900	TRANS. TO WATER FUND LOAN REPAY.		0	0	0	
14,280	14,280	0			Sub Total	0	0	0	
				CONTINGENCIES					
0	0	0	010-10-53500	CONTINGENCIES		0	0	0	
0	0	0			Sub Total	0	0	0	
107,574	113,972	450,820			General City Facilities Total Sub Fund	139,687	139,687	169,687	
1,459,136	1,395,514	2,185,396		TOTAL GENERAL FUND EXPENDITURES		1,630,559	1,630,559	1,792,434	
		20,463		UEFB 6% (Unassigned)		60,534	60,534	106,765	
1,588,502	1,580,976	2,205,859		TOTAL GENERAL FUND		1,691,093	1,691,093	1,899,199	

2010	2011	2011-2012	STREETS, STORM DRAINAGE, & PARKS FUND		Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted	REVENUES		Budget Officer	Budget Com.	Staff
5,731	67,434	52,276	BEGINNING FUND BALANCE		138,627	138,627	138,627
9	30	125	020-00-41170	INVESTMENT EARNINGS	175	175	175
2,261	751	25,200	020-00-41220	MISC. FEES	202	202	202
157,379	168,663	158,930	020-00-41400	STATE GAS TAX (@ \$32.53 per person)	159,265	159,265	159,265
28,819	34,020	33,600	020-00-41410	FRANCHISE/CITY SANITARY	33,936	33,936	33,936
0	0	30,000	020-00-41440	FRANCHISE/CHARTER (for Parks)	0	0	30,300
0	0	14,325	020-00-41450	BALANCE FROM BIKE/PED FUND	0	0	0
0	0	25,000	020-00-41460	SCA GRANT	50,000	50,000	50,000
0	0	48,000	020-00-41470	IFA PLANNING GRANT / MISC. GRANTS	0	0	0
0	0	25,000	020-00-41480	FUEL BUS. LIC. FUND BALANCE	0	0	0
9,600	12,000	120,000	020-00-41500	LOCAL FUEL TAX	120,000	120,000	120,000
0	664	194,000	020-00-41550	FLOOD MITIGATION REIMBURSEMENT/FEMA	0	0	72,830
0	0	283,650	SURPLUS CITY PROPERTY		0	0	0
1,000	3,000	5,000	020-00-41570	TRANSFER IN FROM SEWER 2200	0	0	0
6,000	1,242	0	020-00-41580	TRANSFER IN FROM PROPERTY PURCH	0	0	0
0	0	1,200	020-00-41585	CARNAHAN PARK BALANCE	0	0	0
0	0	2,500	020-00-41586	CARNAHAN PARK USER FEES	2,500	2,500	2,500
2,500	2,322	6,500	020-00-41590	CARNAHAN PARK MARINE BOARD GRANT	6,500	6,500	6,500
0	0	4,200	020-00-41595	LINDEN DRIVE LID ASSESSMENTS	4,200	4,200	4,200
0	2,000	5,000	020-00-41600	TRANSFER IN FROM TRT (Events/Clean-up Labor)	25,000	25,000	25,000
55,495	56,525	1,605	020-00-41610	TILLAMOOK PUD (old/new)	0	0	0
0	15,308	118,736	020-00-41615	OTIA I, II, III, & HB 2001 (@ \$24.06 per person)	116,886	116,886	116,886
0	0	0	Franchise / Water-Sewer (moved from GF)		74,357	74,357	0
0	0	0	Property Lease Income (moved from GF)		15,000	15,000	15,000
0	0	0	Property Tax from Vendors(moved from GF)		1,515	1,515	1,515
0	0	0	Balance from Fuel Lic.Fund/Billboard 101		3,500	3,500	3,500
268,794	363,959	1,154,847	Total Revenues		751,663	751,663	780,436
2010	2011	2011-2012	STREETS, STORM DRAINAGE, & PARKS FUND				
Actual	Actual	Adopted	PERSONNEL				
45,744	48,694	48,516	020-20-52013	LEAD OPERATOR/STREET SUPT.	51,000	51,000	51,000
40,740	42,780	44,508	020-20-52014	EQUIP OPERATOR/LABORER	45,176	45,176	45,176
0	0	7,740	020-20-52010	PUBLIC WORKS DIRECTOR	0	0	0
38,064	40,203	40,372	020-20-52017	PW TECHNICIAN (25% BIKE/PED MAINT.)	40,978	40,978	40,978
0	0	10,000	020-00-52020	O/T	42,577	42,577	21,289
4,334	5,455	5,852	020-20-52030	LONGEVITY	10,200	10,200	8,000
10,192	10,711	9,370	020-20-52040	SOCIAL SECURITY	5,969	5,969	5,969
8,081	15,185	13,230	020-20-52050	WORKERS COMP.	14,852	14,852	14,852
15,015	15,780	28,852	020-20-52060	PERS	13,230	13,230	13,230
35,826	35,561	34,243	020-20-52110	MEDICAL INSURANCE	30,439	30,439	30,439
4,427	4,714	4,265	020-20-52120	DENTAL INSURANCE	44,503	44,503	40,135
222	218	223	020-20-52130	LIFE INSURANCE	7,200	7,200	7,200
			UNEMPLOYMENT		223	223	223
			VACATIONS PAYABLE		15,000	15,000	10,000
202,645	219,301	247,171	Personnel Expenditures		331,907	331,907	294,051

2010 Actual	2011 Actual	2011-2012 Adopted		Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
2,045	1,707	3,090	020-20-53065 AUDIT	4,200	4,200	4,200
15	45	0	020-20-53080 DUES & MEMBERSHIPS	0	0	0
535	600	4,000	020-20-53130 EQUIPMENT / MISC. SERVICE CONTRACTS	4,060	4,060	4,060
8,780	10,318	14,000	020-20-53140 FUEL / VEHICLE	15,000	15,000	15,000
5,142	884	2,000	020-20-53160 INSURANCE	2,030	2,030	2,030
1,785	2,859	12,378	020-20-53200 MAINT / BUILDING	4,000	4,000	4,000
7,475	9,793	9,500	020-20-53210 MAINT / EQUIPMENT	12,000	12,000	12,000
1,996	3,252	8,500	020-20-53230 MAINT / MATERIALS	9,000	9,000	9,000
		45,000	020-20-53240 IFA UPDATE OF STORM MASTER PLAN & SDCs	0	0	0
0	0	0	RARE Intern	19,000	19,000	13,000
0	0	11,347	020-20-53250 CARNAHAN PARK MARINE MAINTENANCE	11,517	11,517	11,517
36	17	10	020-20-53300 POSTAGE	0	0	0
3,679	28,962	11,906	020-20-53340 SIGNS & ROADMARKINGS	14,000	14,000	14,000
14	1,152	4,500	020-20-53350 SPECIAL PROGRAMS (old/new) PARKS MATERIALS	4,568	4,568	4,568
635	2,076	2,000	020-20-53380 TRAINING	2,030	2,030	2,030
731	713	1,500	020-20-53400 TRAVEL / SUBSISTANCE	1,523	1,523	1,523
600	1,024	900	020-20-53410 UNIFORM ALLOWANCE	1,500	1,500	1,500
			PROPERTY TAX FOR VENDING SITES	1,515	1,515	1,515
4,123	3,753	4,500	020-20-53420 UTILITIES / PHONE	2,600	2,600	2,600
1,509	1,538	43,600	020-20-53430 POWER/STREET LIGHTING (33% Fuel Tax)	44,254	44,254	44,254
0	7,726	2,500	020-20-53440 TEMP SEASONAL RELIEF	0	0	0
0	0	33,207	020-20-53445 INTERNAL SERVICE CHARGES	33,705	33,705	33,705
0	0	222,000	020-20-53550 FLOOD MITIGATION EXPENDITURES/ DEMO/CLEAN UP			72,830
39,100	76,419	436,438	M/S Expenditures	186,502	186,502	253,332
			STREETS, STORM DRAINAGE, & PARKS FUND			
2010 Actual	2011 Actual	2011-2012 Adopted	CAPITAL OUTLAY			
0	0	5,532	020-20-54050 BICYCLE/PEDESTRIAN FACILITIES	1,592	1,592	1,592
0	20,024	26,000	020-20-54060 EQUIPMENT / MISC (incl. \$1000 for mower)	1,000	1,000	1,000
0	0	62,000	020-20-54065 ROAD IMPMTS (66% Fuel Tax - \$18K for wages)	62,930	62,930	62,930
0	0	25,000	020-20-54075 SCA GRANT PROJECT	50,000	50,000	50,000
0	20,024	30,000	020-20-54070 PREVENTATIVE MAINTENANCE PROG.	30,450	30,450	30,450
			SUE H. ELMORE match	5,400	5,400	5,400
0	0	250,000	PROPERTY PURCHASE/REPLACE	33,650	33,650	33,650
0	5,000	0	020-20-55090 CONSULTANT SERVICES	0	0	0
0	45,048	398,532	Capital Outlay Expenditures	185,022	185,022	185,022
			DEBT SERVICE			
12,240	12,240	12,240	020-20-53555 SEWER DEPT. LOAN REPAYMENT	12,240	12,240	12,240
0	0	12,630	020-20-53560 LINDEN DRIVE LID LOAN PAYMENT	12,630	12,630	12,630
0	12,240	24,870	Sub Total	24,870	24,870	24,870
241,745	374,780	1,107,011	TOTAL STREETS, STORM, & PARKS EXPENDITURES	728,301	728,301	757,275
		47,836	UEFB 3% (Restricted)	23,362	23,362	23,161
218,403	363,959	1,154,847	TOTAL STREETS, STORM, & PARKS FUND	751,663	751,663	780,436

2010	2011	2011-2012	WATER FUND		Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted	REVENUES		Budget Officer	Budget Com.	Staff
1,603,699	1,384,966	1,205,500	021-01-40000	AVAILABLE FUND BALANCE	430,000	430,000	763,000
0	0	0		INTERNAL SERVICE CHARGE FOR IT & RISK MANAG.	10,000	10,000	10,000
0	0	34,000	021-00-41570	FROM SEWER FUND	34,510	34,510	34,510
10,578	4,152	5,000	021-01-41160	ANTICIPATED SDC INCOME	0	0	0
4,973	922	500	021-01-41170	INTEREST INCOME	505	505	505
1,212,984	1,266,701	1,315,352	021-01-41400	WATER REVENUE	1,446,887	1,446,887	1,446,887
2,433	811	1,500	021-01-41410	CONNECTION FEES	1,500	1,500	1,500
0	0	500	021-01-41415	LABOR AND EQUIP	1,000	1,000	1,000
1,724	1,500	1,000	021-01-41420	RECONNECTS	1,000	1,000	1,000
7,602	6,900	6,400	021-01-41430	MISCELLANEOUS INCOME	6,400	6,400	6,400
0	0	0	021-01-41425	GRANTS	0	0	0
14,280	14,280	14,280	021-01-41445	GENERAL FUND LOAN REPAYMENT	62,280	62,280	80,000
0	11,294	100	021-01-41550	FLOOD MITIGATION REIMBURSEMENT	100	100	100
				FEMA BAY CITY INTERTIE REIMBURSE	81,202	81,202	81,202
				COUNCIL BEAUT. AWARDS	1,200	1,200	1,200
2,858,273	2,691,526	2,584,132		Total Revenues	2,076,584	2,076,584	2,427,304
2010	2011	2011-2012	EXPENDITURES				
Actual	Actual	Adopted	PERSONNEL (OFFICE)				
29,880	32,056	0	021-01-52011	WATER CLERK/FINANCIAL ASST.	0	0	0
35,892	37,692	0	021-01-52013	CLERK/SECRETARY	0	0	0
26,666	30,949	0	021-01-52015	CITY MANAGER	0	0	0
13,106	15,013	0	021-01-52016	CITY RECORDER	0	0	0
702	0	0	021-01-52020	O/T	0	0	0
250	250	0	021-01-52030	LONGEVITY	0	0	0
8,234	8,063	0	021-01-52040	SOCIAL SECURITY OFFICE	0	0	0
270	1,051	0	021-01-52050	WORKERS COMPENSATION	0	0	0
9,649	10,240	0	021-01-52060	PERS OFFICE	0	0	0
30,028	26,339	0	021-01-52110	HEALTH INSURANCE OFFICE	0	0	0
2,963	2,781	0	021-01-52120	DENTAL	0	0	0
186	174	0	021-01-52130	LIFE	0	0	0
4,205	0	0	021-01-52080	UNEMPLOYMENT INSURANCE	0	0	0
162,031	164,608	0		Office Personnel Expenditures	0	0	0
				CONTINGENCY			
2,000	0	0	021-01-53500	CONTINGENCY	0	0	0
2,000	0	0		Sub Total	0	0	0
2010	2011	2011-2012	PERSONNEL				
Actual	Actual	Adopted					
43,754	8,534	38,670	021-02-52010	PUBLIC WORKS DIRECTOR	67,406	67,406	67,406
61,824	64,920	65,569	021-02-52011	ASST PW DIRECTOR	66,553	66,553	66,553
45,266	46,632	47,098	021-02-52012	FIELD SUPERVISOR	47,804	47,804	47,804
33,602	34,168	34,530	021-02-52016	UTILITY WORKER 1	35,048	35,048	35,048
		31,318	021-01-52010	WATER CLERK/BOOKKEEPER	35,000	35,000	35,000
3,084	30,000	16,000	021-02-52017	LEAD OP	45,000	45,000	45,000
				LEAD OP (NEW HIRE)	45,000	45,000	45,000
32,105	35,000	35,000	021-02-52020	O/T	25,000	25,000	25,000
4,997	5,000	3,778	021-02-52030	LONGEVITY	3,891	3,891	3,891
				STAND BY TIME	5,400	5,400	5,400
17,100	16,500	16,628	021-02-52040	SOCIAL SECURITY	28,772	28,772	28,772
12,117	11,000	13,125	021-02-52050	WORKERS COMPENSATION	15,000	15,000	15,000
22,438	22,600	47,694	021-02-52060	PERS	50,317	50,317	50,317
41,586	55,100	60,638	021-02-52110	MEDICAL INSURANCE	81,894	81,894	74,087
4,038	5,400	6,250	021-02-52120	DENTAL	12,600	12,600	12,600
275	360	360	021-02-52130	LIFE	508	508	508
8,995	8,000	15,000	021-02-52080	UNEMPLOYMENT INSURANCE	15,000	15,000	15,000
				VACATIONS PAYABLE	16,560	16,560	16,560
331,181	343,234	431,658		Personnel Expenditures	596,753	596,753	588,946

MATERIALS & SUPPLIES

2010	2011	2011-2012		Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted		Budget Officer	Budget Com.	Staff
9,987	15,000	15,000	021-02-53070 MEETINGS/SCHOOLS/TRAINING/SAFETY	15,000	15,000	15,000
1,281	4,000	4,000	021-02-53080 DUES AND SUBSCRIPTIONS	4,000	4,000	4,000
9,788	8,534	5,150	021-01-53065 AUDIT	5,150	5,150	5,150
753	111	1,000	021-01-53190 LEGAL	1,000	1,000	1,000
0	0	0	021-01-53195 TEMP SERVICES	0	0	0
0	0	0	021-01-53200 JANITORIAL	0	0	0
30	0	200	021-01-53205 REPAIRS	203	203	203
7,719	8,536	9,000	021-01-53250 MAINTENANCE AGREEMENTS	9,000	9,000	9,000
1,665	562	1,000	021-01-53260 MISCELLANEOUS-COPIER	1,000	1,000	1,000
0	250	300	021-01-53265 BANK CHARGES	305	305	305
4,254	1,413	0	021-01-53270 OFFICE SUPPLIES	0	0	0
500	424	5,000	021-01-53290 PERMITS AND LICENSES	5,075	5,075	5,075
6,125	6,334	8,000	021-01-53300 POSTAGE	8,120	8,120	8,120
0	0	100	021-01-53400 OFFICE MILEAGE	102	102	102
10,469	10,801	14,000	021-01-53420 TELEPHONE	12,000	12,000	12,000
0	0	500	021-01-53430 OFFICE LIGHTS AND POWER	500	500	500
21	0	1,000	021-01-53580 ADVERTISING	1,015	1,015	1,015
	0	72,760	021-01-53590 INTERNAL SERVICE FEE TO GF	73,851	73,851	73,851
30,708	23,915	35,873	021-01-53070 UTILITY FRANCHISE FEE TO STREETS	36,232	36,232	36,232
17,656	18,597	21,000	021-02-53160 GENERAL INSURANCE	21,000	21,000	21,000
20,975	0	11,800	021-02-53195 TEMP SERVICES	0	0	0
0	0	1,100	021-02-53200 REPAIRS JANITORIAL	500	500	500
1,173	213	1,000	021-02-53201 SHOP BUILDING AND YARD REPAIRS	1,000	1,000	1,000
0	411	5,000	021-02-53210 RADIO REPAIRS AND REPLACEMENTS	3,000	3,000	3,000
1,696	1,385	5,000	021-02-53211 SMALL TOOLS REPAIR/PURCHASE	5,075	5,075	5,075
938	807	3,000	021-02-53240 LIGHTS AND POWER	3,000	3,000	3,000
5,023	6,299	5,000	021-02-53250 SHOP OPERATING SUPPLIES	5,075	5,075	5,075
66	0	500	021-02-53251 FREIGHT	500	500	500
0	0	100	021-02-53550 FLOOD MITIGATION EXPENDITURES	100	100	100
420	823	1,000	021-02-53260 MISCELLANEOUS/UNIFORMS	1,750	1,750	1,750
3,393	1,253	7,000	021-02-53270 OFFICE SUPPLIES	7,105	7,105	7,105
4,648	4,646	6,000	021-02-58020 TIMBER FIRE CONTROL TAX	6,000	6,000	6,000
17,697	17,628	30,000	021-03-53140 VEHICLE OPERATING EXPENSES/CDL	30,000	30,000	30,000
24,817	22,901	30,000	021-03-53252 EQUIPMENT MAINTENANCE	30,000	30,000	30,000
0	0	500	021-03-53351 PORTABLE VAC	500	500	500
29,369	2,740	0	021-03-53355 EQUIPMENT PURCHASE/REPLACEMENT	0	0	0
7,815	19,305	25,000	021-04-53040 CHEMICALS FILTER PLANT	27,000	27,000	27,000
30,873	27,828	30,000	021-04-53200 REPAIRS FILTER PLANT	30,000	30,000	30,000
1,767	3,461	2,000	021-04-53250 SUPPLIES FILTER PLANT	3,000	3,000	3,000
107	114	1,000	021-04-53260 MISCELLANEOUS	1,000	1,000	1,000
4,689	5,162	7,000	021-04-53430 POWER FILTER PLANT	8,500	8,500	8,500
1,226	524	5,000	021-04-53450 PROPANE FILTER PLANT	5,075	5,075	5,075
385	420	1,000	021-05-58110 WELL 1 POWER	1,000	1,000	1,000
4,642	5,381	10,000	021-05-58120 WELL 2 POWER	20,000	20,000	20,000
2,381	3,685	10,000	021-05-58130 WELL 3 POWER	20,000	20,000	20,000
63,444	60,829	80,000	021-06-53020 SYSTEM REPAIRS/METER CHANGES	90,000	90,000	90,000
4,447	0	10,000	021-06-53030 METER TEST/REPAIR	10,000	10,000	10,000
7,726	4,242	50,000	021-06-53060 ENGINEERING AND SURVEYS	150,000	150,000	150,000
19,636	25,136	30,000	021-06-53250 STOCK PURCHASES SHOP	40,000	40,000	40,000
0	0	1,000	021-06-55070 TRASK RIVER CROSSING	1,000	1,000	1,000
17,014	19,122	35,000	021-06-58010 WATER TESTING	35,000	35,000	35,000
0	0	500	021-06-55330 PORT WATER LINE	500	500	500
0	0	500	021-06-55340 PORT METER	500	500	500
0	0	1,000	021-06-55350 HWY101 S LINE	1,000	1,000	1,000
0	0	300,000	LOAN TO GENERAL FUND	0	0	0
377,323	332,793	899,883	Materials & Services Expenditures	730,733	730,733	730,733

2010	2011	2011-2012	CAPITAL OUTLAY	Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted		Budget Officer	Budget Com.	Staff
0	0	20,000	021-06-54010 GIS/GPS	5,000	5,000	5,000
39,274	50,532	650,000	021-06-55065 SYSTEM UPGRADE(FAWCETT,DAM,HH,101)	100,000	100,000	100,000
0	0	1,000	021-01-54050 OFFICE EQUIPMENT	1,015	1,015	1,015
0	0	2,000	021-01-54090 COMPUTER EXPENSE	2,030	2,030	2,030
0	0	7,000	021-07-54040 CAPITAL AUTO METER READ/BOOKS	1,000	1,000	1,000
52,909	27,605	175,000	021-07-55080 SERVICE TRUCK REPLACEMENT	30,000	30,000	30,000
57,397	29,959	100,000	021-07-55900 NEW OFFICE BUILDING	50,000	50,000	50,000
			FORKLIFT	20,000	20,000	20,000
0	0	32,000	021-20-53500 CONTINGENCY (old/new) INTERTIE	126,000	126,000	126,000
0	0	83,000	021-20-53510 RESERVES FOR REPLACEMENT (Assigned)	47,000	47,000	255,000
110,306	57,564	955,000	Capital Expenditures	382,045	382,045	590,045
2010	2011	2011-2012	DEBT SERVICE			
Actual	Actual	Adopted				
81,734	86,501	76,543	021-10-56110 PRINCIPLE BOND 1	0	0	0
12,582	7,815	4,401	021-10-56115 INTEREST BOND 1	0	0	0
110,503	116,166	122,137	021-10-56120 PRINCIPLE BOND 2	128,374	128,374	128,374
46,264	40,601	34,630	021-10-56125 INTEREST BOND 2	28,392	28,392	28,392
70,235	73,834	77,360	021-10-56130 PRINCIPLE BOND 3	81,594	81,594	81,594
29,405	25,806	22,010	021-10-56135 INTEREST BOND 3	18,046	18,046	18,046
24,775	25,952	27,185	021-10-56140 PRINCIPLE BOND 4	28,476	28,476	28,476
14,623	13,446	12,213	021-10-56145 INTEREST BOND 4	10,922	10,922	10,922
390,121	390,121	376,479	Debt Service Expenditures	295,804	295,804	295,804
1,372,962	1,288,320	2,478,020	TOTAL WATER FUND EXPENDITURES	2,005,335	2,005,335	2,205,528
1,485,311	1,403,206	106,112	UEFB 10% (Restricted)	71,249	71,249	221,776
2,858,273	2,691,526	2,584,132	TOTAL WATER FUND REVENUES	2,076,584	2,076,584	2,427,304

2010	2011	2011-2012		SEWER FUND	Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted		REVENUES	Budget Officer	Budget Com.	Staff
1,490,000	1,405,457	288,000		BEGINNING FUND BALANCE	545,794	545,794	1,000,000
10,000	2,450	5,000	022-00-41090	CONNECTION FEE	5,050	5,050	5,050
15,000	3,557	1,500	022-00-41170	INVESTMENT EARNINGS	2,000	2,000	2,000
1,180	420	400	022-00-41220	MISC. FEES	10,000	10,000	10,000
6,000	7,527	2,000	022-00-41390	SPECIAL REVENUES	2,020	2,020	2,020
1,496,000	2,014,627	1,906,269	022-00-41440	USER FEES	1,962,313	1,962,313	1,962,313
2,500,000	1,399,351	0	022-00-41490	DEQ LOAN #6 - R91567	0	0	0
0	0	1,500,000	022-00-41495	DEQ LOAN NEW w/FORGIVENESS	0	0	0
12,240	12,240	12,240	022-00-41445	STREET FUND LOAN REPAYMENT	12,240	12,240	12,240
5,530,420	4,845,629	3,715,409		Total Revenues	2,539,417	2,539,417	2,993,623
				EXPENDITURES			
				PERSONNEL			
55,032	59,072	58,358	022-22-52025	WWTP SUPERVISOR	59,233	59,233	59,233
51,408	54,806	54,528	022-22-52012	CHIEF OPERATOR	55,346	55,346	55,346
31,219	30,949	0	022-22-52015	CITY MANAGER	0	0	0
17,050	22,520	0	022-22-52016	CITY RECORDER	0	0	0
29,170	39,022	30,936	022-22-52017	PUBLIC WORKS DIRECTOR	0	0	0
43,189	40,165	41,928	022-22-52019	LABORER (shared with streets)	0	0	21,288
18,738	0	32,000	022-22-52022	WWTP OPERATOR II	32,480	32,480	32,480
23,279	28,295	25,000	022-22-52020	OVERTIME	25,000	25,000	25,000
5,167	5,500	4,541	022-22-52030	LONGEVITY	4,677	4,677	4,677
20,996	20,593	15,050	022-22-52040	SOCIAL SECURITY	13,933	13,933	13,933
5,337	11,340	13,370	022-22-52050	WORKERS COMP.	13,500	13,500	13,500
29,088	30,338	43,919	022-22-52060	PERS	40,000	40,000	40,000
51,969	41,594	53,510	022-22-52110	MEDICAL INSURANCE	28,550	28,550	34,513
5,989	4,948	6,805	022-22-52120	DENTAL INSURANCE	4,346	4,346	4,346
338	291	317	022-22-52130	LIFE INSURANCE	290	290	290
0	6,100	5,000	022-22-52135	UNEMPLOYMENT INSURANCE	15,000	15,000	17,000
0	0	0		VACATION PAYABLE	13,000	13,000	14,000
0	0	0		STANDBY TIME	5,400	5,400	5,400
387,969	395,533	385,262		Sub Total	310,755	310,755	341,006
				MATERIALS/SUPPLIES			
90,004	86,701	95,000	022-22-53040	CHEMICALS/CHLORINE	114,000	114,000	114,000
12,636	12,801	4,120	022-22-53065	AUDIT	4,120	4,120	4,120
30,178	40,503	38,125	022-22-53070	SEWER UTILITY FRANCHISE FEE	38,125	38,125	38,125
380	450	500	022-22-53080	DUES & MEMBERSHIPS	0	0	0
5,987	6,405	10,000	022-22-53140	FUEL / VEHICLE	7,000	7,000	7,000
26,961	14,147	27,000	022-22-53160	INSURANCE	27,405	27,405	27,405
18,397	39,810	30,000	022-22-53210	MAINT / EQUIPMENT / BLDG	20,000	20,000	20,000
12,093	7,564	35,000	022-22-53220	MAINT / LIFT STATIONS	10,000	10,000	10,000
24,643	33,398	40,000	022-22-53230	MAINT / MATERIALS	15,000	15,000	15,000
0	4,926	5,500	022-22-53240	MAINT/SERVICE CONTRACTS	500	500	500
7,290	4,804	30,000	022-22-53250	MAINT / VEHICLE	30,450	30,450	30,450
2544	2,144	2,500	022-22-53270	OFFICE SUPPLIES	2,538	2,538	2,538
12,593	7,226	10,000	022-22-53290	PERMITS / LICENSES	9,000	9,000	9,000
1,197	1,028	1,000	022-22-53300	POSTAGE	1,015	1,015	1,015
39,340	41,328	40,000	022-22-53360	SPECIAL PROJECTS/ENGINEERING	5,000	5,000	5,000
0	74,991	10,000	022-22-53365	LEGAL	0	0	0
4,069	4,567	8,000	022-22-53380	TRAINING/SAFETY	3,000	3,000	3,000
495	256	1,000	022-22-53400	TRAVEL / SUBSISTANCE	500	500	500
518	164	2,000	022-22-53410	UNIFORM ALLOWANCE	2,500	2,500	2,500
19,391	41,744	300,000	022-22-53370	SEASONAL RELIEF (old/new) LEGAL FEES	30,000	30,000	30,000
7,419	6,868	10,000	022-22-53420	UTILITIES / PHONE	7,000	7,000	7,000
47,704	51,220	60,000	022-22-53430	UTILITIES / POWER	55,000	55,000	55,000
13,335	12,439	20,000	022-22-53440	SUPPLIES/LABORATORY	18,000	18,000	18,000
33,022	12,355	20,000	022-22-53450	PROPANE	10,000	10,000	10,000

109,056	58,212	80,000	022-22-53460	BIO SOLIDS	50,000	50,000	31,500
20,643	21,173	0	022-22-53470	PRESSURE SEWER	0	0	0
0	0	5,000	022-22-65000	STREET DEPT. LABOR	0	0	0
0	0	34,000	022-22-65400	WATER DEPT. SERVICES	34,510	34,510	34,510
0	0	81,049	022-22-65405	INTERNAL SERVICE FEE TO GF	0	0	81,049
539,895	587,224	999,794			Sub Total	494,663	494,663
2010	2011	2011-2012	CAPITAL OUTLAY				
Actual	Actual	Adopted					
1,590	9,685	5,000	022-22-54060	EQUIPMENT / MISC	5,000	5,000	5,000
4,172	0	0	022-22-54070	IMPELLORS/BEARINGS/MOTORS	0	0	0
1,138	1,622	0	022-22-54090	COMPUTER	0	0	0
0	157	0	022-22-54100	CAPITAL PROJECTS	0	0	0
0	60,000	0	022-22-54105	WWTP LAND APPLICATION & EQUIP.	0	0	0
0	0	80,000	022-22-54115	SPECIAL PROGRAMS CROSS CONNECTIONS	80,000	80,000	80,000
15,267	80,000	0	022-22-54116	SPECIAL PROGRAMS / I&I	0	0	0
2,203,793	152,245	0	022-22-54120	WWTP EXPANSION PROJECT	0	0	0
2,225,960	303,709	85,000			Sub Total	85,000	85,000
2010	2011	2011-2012	DEBT SERVICE				
Actual	Actual	Adopted					
148,517	154,168	160,035	022-10-56110	PRINCIPLE-LOAN #1 R91562	166,126	166,126	166,126
28,822	23,171	17,304	022-10-56115	INTEREST-LOAN #1	11,213	11,213	11,213
3,639	2,882	2,097	022-10-56118	FEES-LOAN #1	1,281	1,281	1,281
20,143	20,791	21,459	022-10-56120	PRINCIPLE-LOAN #2 R91563	22,149	22,149	22,149
11,477	10,829	10,161	022-10-56125	INTEREST-LOAN #2	9,471	9,471	9,471
1,774	1,672	1,566	022-10-56128	FEES-LOAN #2	1,457	1,457	1,457
70,523	0	0	022-10-56130	PRINCIPLE-LOAN #3 R91564	0	0	0
1,272	0	0	022-10-56135	INTEREST-LOAN #3	0	0	0
177	0	0	022-10-56138	FEES-LOAN #3	0	0	0
0	50,426	35,949	022-10-56140	PRINCIPLE-LOAN #4 R91565	36,349	36,349	36,349
5,168	2,472	1,317	022-10-56145	INTEREST-LOAN #4	917	917	917
0	0	0	022-10-56148	FEES-LOAN #4	0	0	0
8,457	8,696	8,942	022-10-56150	PRINCIPLE- LOAN #5 R91566	9,195	9,195	9,195
4,667	4,428	4,182	022-10-56155	INTEREST-LOAN #5	3,929	3,929	3,929
820	777	733	022-10-56158	FEES-LOAN #5	688	688	688
24,319	0	311,185	022-10-56170	PRINCIPLE-LOAN #6 R91567	635,830	635,830	635,830
24,736	45,430	1,542,632	022-10-56175	INTEREST-LOAN #6	449,030	449,030	449,030
0	0	73,571	022-10-56178	FEES-LOAN #6	77,439	77,439	77,439
				PRINCIPLE LOAN #7 R91568	9,218	9,218	9,218
				INTEREST LOAN #7	13,939	13,939	13,939
				FEES - LOAN #7	2,500	2,500	2,500
0	73,604	69,278	022-10-56180	OECD LOAN \$1 MILLION	73,678	73,678	73,678
15,175	15,175	15,175	022-10-56160	ANDERSON PROPERTY LOAN	15,175	15,175	15,175
0	0	100,000	022-22-55000	HWY 101 GRAVITY LINE FINANCING	0	0	150,000
389,686	414,521	2,375,586			Sub Total	1,539,584	1,539,584
2010	2011	2011-2012	TRANSFERS				
Actual	Actual	Adopted					
1,000	3,000	0	022-22-65000	STREET DEPT. LABOR	0	0	0
0	0	0	022-22-65400	WATER DEPT. #2100	0	0	0
1,000	3,000	0			Sub Total	0	0
3,524,510	1,703,987	3,642,768	TOTAL SEWER FUND EXPENDITURES			2,430,002	2,430,002
273,236	255,099	72,641	UEFB 12% (Restricted)			109,415	109,415
5,530,420	4,845,829	3,715,409	TOTAL SEWER FUND REVENUES			2,539,417	2,539,417

2010	2011	2011-2012	FUEL BUS. LIC. FUND (DISSOLVED 2011)		Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted			Budget Officer	Budget Com.	Staff
102,215	50,113	0		BEGINNING FUND BALANCE	0	0	0
131,189	121,954	0	024-00-41140	FUEL BUSINESS LIC. TAX	0	0	0
437	81	0	024-00-41170	INVESTMENT EARNINGS	0	0	0
8,408	5,182	0	024-00-41180	LINDEN DRIVE LID ASSESSMENTS	0	0	0
35	1,442	0	024-00-41220	MISC. FEES	0	0	0
25,000	25,000	0	024-00-41390	SPECIAL REVENUES/SCA GRANT	0	0	0
32,228	37,799	0	024-00-41400	OTIA III	0	0	0
299,512	241,571	0		Total Revenues	0	0	0
				EXPENDITURES			
				MATERIALS/SUPPLIES			
803	427	0	024-24-53065	AUDIT	0	0	0
14,424	11,869	0	024-24-53230	MAINT / MATERIALS	0	0	0
9,163	19,942	0	024-24-53240	MAINT / SERVICE CONTRACTS	0	0	0
69,306	55,413	0	024-24-53360	SPECIAL PROJECTS	0	0	0
45,512	33,875	0	024-24-53430	UTILITIES / POWER	0	0	0
12,459	24,198	0	024-24-53350	OTIA III/STREET MAINTENANCE	0	0	0
151,667	145,724	0		Sub Total	0	0	0
				CAPITAL OUTLAY			
0	0	0	024-24-53440	SCA PROJECTS	0	0	0
378	25,000	0	024-24-53450	EQUIPMENT PURCHASE	0	0	0
663	9,872	0	024-24-55070	SPECIAL PROJECTS/ENGINEERING	0	0	0
12,258	11,732	0	024-24-55080	LINDEN DRIVE LID LOAN PAYMENT	0	0	0
0	0	0	024-24-55100	HWY 101 SIDEWALK-HOQUARTON TRAIL	0	0	0
13,299	46,604	0		Sub Total	0	0	0
				TRANSFERS			
9,600	12,000	0	024-24-53980	TO STREET FUND - LABOR TRANSFER	0	0	0
9,600	12,000	0		Sub Total	0	0	0
174,566	204,328	0		TOTAL FUEL BUS LIC EXPENDITURES	0	0	0
5,000	5,000	0		*UNAPPR. ENDING FUND BALANCE	0	0	0
184,999	241,571	0		TOTAL FUEL BUS LIC REVENUES	0	0	0

			BICYCLE/PEDWAYS FUND (OLD) SDC FUND (NEW)					
2010	2011	2011-2012	REVENUES			Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted				Budget Officer	Budget Com.	Staff
9,115	12,776	0	BEGINNING FUND BALANCE			0	0	0
-63	10	0	026-00-41170	INTEREST EARNINGS (WATER)		100	100	100
0	0	0	SDC WATER INCOME			5,000	5,000	5,000
0	0	0	INTEREST EARNINGS (STORM DRAIN)			1,000	1,000	1,000
0	0	0	SDC STORM DRAIN INCOME			100	100	100
0	0	0	INTERST EARNINGS (SEWER)			1,000	1,000	1,000
0	0	0	SDC SEWER INCOME			100	100	100
0	10	0	026-00-41220	MISC. REVENUE		0	0	0
4,535	1,529	0	026-00-41580	1% STATE GAS TAX		0	0	0
13,587	14,325	0	Total Revenues			7,300	7,300	7,300
2010	2011	2011-2012	EXPENDITURES					
Actual	Actual	Adopted						
			SDC EXPENSES (WATER)			5,100	5,100	5,100
			SDC EXPENSES (STORM DRAIN)			1,100	1,100	1,100
			SDC EXPENSES (SEWER)			1,100	1,100	1,100
0	1,000	0	026-26-53260	MISC. EXPENDITURES		0	0	0
68	13,325	0	026-26-55010	BICYCLE/PEDWAYS		0	0	0
68	14,325	0	Sub Total			7,300	7,300	7,300
68	14,325	0	TOTAL SDC FUND			7,300	7,300	7,300
13,587	14,325	0	TOTAL SDC REVENUES			7,300	7,300	7,300

				PROPERTY PURCHASE/BLDG. RESERVE (DISSOLVED 2011)			
2010	2011	2011-2012		REVENUES	Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted by			Budget Officer	Budget Com.	Staff
33,634	11,770	Council		BEGINNING FUND BALANCE			
118	0	0	060-00-41170	INVESTMENT EARNINGS	0	0	0
976	0	0	060-00-41220	MISC. FEES/DEAN PROPERTY RENTAL PAYMENTS	0	0	0
22,088	25,300	0	060-00-41970	TRANSFER/TRANS.RM.TAX	0	0	0
5,600	8,400	0	060-00-41980	TRANSIT/VISITOR CENTER RENT	0	0	0
62,416	45,470	0		Total Revenues	0	0	0
2010	2011	2011-2012		EXPENDITURES			
Actual	Actual	Adopted					
0	0	0	0	PROPERTY TAX PAYMENTS			
0	2,000	0	060-60-53160	INSURANCE			
2,126	4,287	0	060-60-43360	SPECIAL PROJECTS			
19,631	4,935	0	060-60-43370	BLDG. MAINTENANCE			
21,757	11,222	0		Sub Total	0	0	0
2010	2011	2011-2012		CAPITAL OUTLAY			
Actual	Actual	Adopted					
2,544	0	0	060-60-44010	LAND PURCHASE/PARKING			
1,358	1,242	0	060-60-44060	EQUIPMENT / MISC			
25,296	25,296	0	060-60-44070	SPECIAL PROJECTS/PD BLDG PAYMENTS			
29,198	26,538	0		Sub Total	0	0	0
2010	2011	2011-2012		TRANSFERS			
Actual	Actual	Adopted					
6,000	0	0	060-60-43390	TRANSFER TO STREET FUND - LABOR			
6,000	0	0		Sub Total	0	0	0
56,955	37,760	0		TOTAL PROPERTY PURCHASE EXPENDITURES	0	0	0
62,416	45,470	0		TOTAL PROPERTY PURCHASE REVENUES	0	0	0

2010	2011	2011-2012	TRANSIENT ROOM TAX		Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted	REVENUES		Budget Officer	Budget Com.	Staff
4,977	2,140		BEGINNING FUND BALANCE		0	0	0
275,830	284,326	315,000	070-00-41160	HOTEL/MOTEL TAX (7% base)	245,000	245,000	213,885
0	0	0	STATE REGULATED HOTEL/MOTEL TAX 2%		70,000	70,000	61,110
158	141	40	070-00-41170	INVESTMENT EARNINGS	40	40	40
0	6	10	070-00-41220	MISC. FEES	10	10	10
	28,587	35,000	070-00-41230	Add'l 1% TRT tax for Chamber	35,000	35,000	35,000
0	0	0	BUSINESS REGISTRATION FEES (MOVED FROM GF)		36,000	36,000	36,000
0	0	0	BUSINESS SURCHARGE (MOVED FROM GF)		10,000	10,000	10,000
280,965	315,200	350,050	Total Revenues		396,050	396,050	356,045
2010	2011	2011-2012	EXPENDITURES				
Actual	Actual	Adopted	PERSONNEL				
47,406	50,595	55,032	070-70-52028	Police Officer	48,000	48,000	0
0	0	0	TRT OFFICER NEW HIRE		47,222	47,222	47,222
0	0	0	TRT OFFICER NEW POSITION		47,222	47,222	47,222
0	0	0	070-70-52020	OVERTIME	10,000	10,000	10,000
0	0	0	070-70-52040	SOCIAL SECURITY	11,662	11,662	7,990
0	0	0	070-70-52050	WORKERS COMP.	6,000	6,000	6,000
0	0	0	070-70-52060	PERS	17,562	17,562	12,032
0	0	0	070-70-52090	MEDICAL/DENTAL	46,800	46,800	31,680
0	0	0	VACATIONS PAYABLE		200	200	200
0	0	0	070-70-52130	LIFE INSURANCE	218	218	218
47,406	50,595	55,032	Sub Total		234,886	234,886	162,564
2010	2011	2011-2012	MATERIALS & SUPPLIES				
Actual	Actual	Adopted					
			BUSINESS REGISTRATION SURCHARGE TO TRA		10,000	10,000	10,000
0	100	0	070-70-53210	MAINT / EQUIPMENT	0	0	0
285	222	0	070-70-53270	OFFICE SUPPLIES/FARMERS MARKET	0	0	9,450
1,160	31,029	35,000	070-70-53360	CHAMBER PROMOTION	35,000	35,000	56,700
			COUNCIL PRIORITIES		39,014	39,014	39,014
3,812	3,456	12,368	070-70-53370	BEAUTIFICATION/CLEAN UP TILLAMOOK	0	0	0
10,483	9,117	17,500	070-70-53375	FLOWER BASKET PROGRAM	0	0	0
15,241	5,670	7,850	070-70-53380	HOLIDAY LIGHTING/DÉCOR PROGRAM	0	0	0
2,500	2,500	2,500	070-70-53540	ECONOMIC DEVELOPMENT DUES	0	0	0
46,697	35,847	46,900	070-70-53580	70% OF 2% TOURISM/FACILITIES	0	0	0
80,178	87,941	122,118	Sub Total		84,014	84,014	115,164
			TRANSFERS				
115,000	100,000	122,500	070-70-53900	TRANS.TO GEN FUND - (50% of 7% rec'd.)	0	0	0
22,088	25,300	25,300	070-70-53960	TRANS.TO GF FOR PD PROPERTY PURCHASE	0	0	0
14,280	14,280	20,100	070-70-53980	TRANS. TO GF - 30% OF 2% UNRESTRICTED	0	0	0
0	2,000	5,000	070-70-53970	TRANS. TO STREETS (Labor reimplmt.)	25,000	25,000	25,000
151,368	141,580	172,900	Sub Total		25,000	25,000	25,000
			CAPITAL OUTLAY				
0	0	0	TOURISM PROMOTION RESERVES		38,500	38,500	0
0	0	0	PD PROPERTY PURCHASE		13,650	13,650	0
0	0	0	UNRESTRICTED RESERVES		0	0	50,000
0	0	0	Sub Total		52,150	52,150	50,000
278,952	280,116	350,050	TOTAL TRT EXPENDITURES		396,050	396,050	352,728
280,965	315,200	350,050	TOTAL TRT REVENUES		396,050	396,050	356,045

CARNAHAN PARK (DISSOLVED 2011)							Proposed by	Proposed by	Proposed by
2010	2011	2011-2012	REVENUES				Budget Officer	Budget Com.	Staff
Actual	Actual	Adopted	BEGINNING FUND BALANCE						
1,770	1,311	0							
100	10	0	075-00-41170	INVESTMENT EARNINGS			0	0	0
3,500	2,500	0	075-00-41440	USER FEES			0	0	0
6,500	6,500	0	075-00-41150	MARINE BOARD GRANT			0	0	0
11,870	10,321	0	Total Revenues				0	0	0
2010	2011	2011-2012	EXPENDITURES						
Actual	Actual	Adopted	MAINTENANCE & SUPPLIES						
1,000	1,000	0	075-75-53230	MAINT / MATERIALS/LABOR			0	0	0
700	700	0	075-75-53430	UTILITIES / ELECTRICITY			0	0	0
6,500	6,500	0	075-75-53455	MARINE BOARD GRANT			0	0	0
8,200	8,200	0	Sub Total				0	0	0
2010	2011	2011-2012	CAPITAL OUTLAY						
Actual	Actual	Adopted							
1,000	0	0	075-75-54040	EQUIPMENT / GENERAL			0	0	0
170	1,566	0	075-75-54070	SPECIAL PROJECTS			0	0	0
1,170	1,566	0	Sub Total				0	0	0
			TRANSFERS						
2,500	0	0	075-75-53800	TRANSFER TO STREET FUND			0	0	0
2,500	0	0	Sub Total				0	0	0
10,837	9,766	0	TOTAL CARNAHAN EXPENDITURES				0	0	0
11,870	11,870	0	TOTAL CARNAHAN REVENUES				0	0	0

2010	2011			ECONOMIC DEVELOPMENT	Proposed by	Proposed by	Proposed by
Actual	Actual	2011-2012		FUND DISSOLVED 2010	Budget Officer	Budget Com.	Staff
18,861	0	Adopted		(Moved to General Fund)			
60,258	30,061			TOTAL ECON DEV EXPENDITURES			
79,723	30,061			TOTAL ECON DEV REVENUES			

				EQUIPMENT RESERVE (DISSOLVED 2011)			
2010	2011	2011-2012		REVENUES	Proposed by	Proposed by	Proposed by
Actual	Actual	Adopted			Budget Officer	Budget Com.	Staff
74	75			BEGINNING FUND BALANCE			
0	1,000	0	090-00-41110	EQUIPMENT SALES/USED	0	0	0
74	1,075	0		Total Revenues	0	0	0
				EXPENDITURES			
				CAPITAL OUTLAY			
2010	2011	2011-2012					
Actual	Actual	Adopted					
0	1,075		090-90-55070	CITY HALL IMPROVEMENT/LIGHTS			
0	1,075	0		Sub Total	0	0	0
0	1,075	0		TOTAL EQUIP RESERVE EXPENDITURES	0	0	0
74	1,075	0		TOTAL EQUIP RESERVE REVENUES	0	0	0

2010 Actual	2011 Actual	2011-2012 Adopted		COMMUNITY DEV BLOCK GRANT/FEMA REVENUES	Proposed by Budget Officer	Proposed by Budget Com.	Proposed by Staff
				BEGINNING FUND BALANCE			
0	0	600,000	091-00-41415	Homeless Shelter / Sewer Improvements	2,000,000	2,000,000	2,000,000
				FEMA			200,000
0	0	600,000		Total Revenues	2,000,000	2,000,000	2,200,000
2010 Actual	2011 Actual	2011-2012 Adopted		EXPENDITURES			
0	0	600,000	091-91-59120	Homeless Shelter/Sewer Improvements	2,000,000	2,000,000	2,000,000
				FEMA			200,000
0	0	600,000		TOTAL COM DEV BLOCK GRANT EXPEND	2,000,000	2,000,000	2,200,000
0	0	600,000		TOTAL COM DEV BLOCK GRANT REV			

9-1-1 COMMUNICATIONS							
REVENUES							
2010	2011	2011-2012			Proposed by	Proposed by	
Actual	Actual	Adopted			Budget Officer	Budget Com.	Proposed by Staff
24,153	23,500	23,500	096-00-41390	SPECIAL REVENUES	24,000	24,000	24,000
24,153	23,500	23,500			Total Revenues	24,000	24,000
EXPENDITURES							
2010	2011						
Actual	Adopted						
24,153	23,500	23,500	096-96-53350	SPECIAL PROGRAMS	24,000	24,000	24,000
24,153	23,500	23,500		TOTAL 9-1-1 EXPENDITURES	24,000	24,000	24,000
24,153	23,500	23,500		TOTAL 9-1-1 REVENUES	24,000	24,000	24,000

MEMO

CITY OF TILLAMOOK

Date June 11, 2012
To: Urban Renewal Board
From: Paul Wyntergreen
Subject: Assistance for City Shops and other municipal projects

With the City's current fiscal dilemmas, the City Council has requested that staff investigate the possibility of Urban Renewal Agency assistance on capital projects that are priorities for both the City and TURA.

TURA's recent plan amendment proposal (coming before the Council for second reading and adoption on June 18th) includes assistance for the City Shops in the amount of \$300,000 during this next year on pages 20-21 of the Report. This dovetails well with the City's current priority needs.

As you know, the City recently purchased the 13,200 square foot / 2.94 acre Kinsman Nursery property for \$600,000 in order to relocate the Street and Water Divisions to the Kinsman Nursery property. It is out of the inundation and flood zones and well-located for servicing the community. To afford this property, the City sold its previous City Shops to the Hospital for \$283,650 and the Water Budget had \$100,000 set aside for building improvements. Therefore a decision was made to use \$250,000 from the former and \$50,000 from the latter, along with a loan of \$300,000 from the water fund to make the purchase. This left \$33,650 and \$50,000 respectively available for improvements, which is marginal to make all of the necessary upgrades required for a fully-functioning facility, especially if we also move the Police Department into the Kinsman.

Public Works has estimated the needed improvement costs to be:

Fence & Gates (6' chain link) -	\$12,000
Connection to sewer in Third Street -	\$12,000
Upgraded Electrical Service Panel -	\$10,000
Fire Walls & Ventilation (must be divided into 5,000 sq. ft. areas)	\$53,000
Door Cut-in	\$ 8,000
Office Walls	\$15,000
Complete facility coverage includes the construction of a pole barn on the Wastewater Plant site (see attached photo) to secure all shop equipment properly. The 48 x 40 structure cost -	\$55,000.

Therefore, the City respectfully requests that the Urban Renewal Agency provide capital assistance in the amount of **\$82,000** in order to ensure an efficient transition into a needed community facility.

There will also need to be an annexation (it is in the UGB, but not the City), a Condition Use Permit, and some sewer and electrical improvements, but these costs will be borne by the City from its funds.

Abigail Donowho

From: Paul Wyntergreen
Sent: Friday, June 15, 2012 8:28 AM
To: Abigail Donowho
Cc: Arley Sullivan; Tim Lyda
Subject: FW: grant request

Please include in Council packet at the end of the budget materials.

-----Original Message-----

From: Hurds Upholstery [<mailto:hurdsupholstery@embarqmail.com>]

Sent: Friday, June 15, 2012 8:02 AM

To: decker; Alene Allen; John Sandusky; Cheryl Davy; Dave Schrom; Debbi Reeves; Paul Wyntergreen; suzanne weber

Subject: grant request

As Carolyn Decker , Don Hurd, and Alene Allen, [in that order] have seniority on the TURA board, as TURA Board Chair I appoint the three as a special committee to select facts that are relevant to the city's request for a grant of \$82,000 to remodel the Kinsman Building. Said facts shall be brought before the full Board and the Board shall adopt the most relevant ones as findings to satisfy the TURA Plan requirements and the pleasure of the Board. Further it shall be their responsibility to examine the request of the Memo from the manager dated June 11, 2012 as to accuracy and completeness regarding the Proposal form and the supposed priority of the project and make suggestions to the city.

The committee shall present the result of their efforts to the Board as soon as possible due to city budgetary pressures. Don Hurd TURA Board Chair



Oregon

John A. Kitzhaber, MD, Governor

Department of Administrative Services

Operations

155 Cottage ST NE U90

Salem, OR 97301-3972

(503)378-4869

FAX (503)373-1273

Faye.L.Stevenson@state.or.us

May 21, 2012

CITY OF TILLAMOOK
CITY TREASURER CITY HALL
210 LAUREL AVE
TILLAMOOK OR 97141



1st Reminder

Finance Director,

State Revenue Sharing Law, ORS 221.770, requires cities to pass an ordinance or resolution each year stating that they want to receive state revenue sharing money. A copy of this ordinance or resolution must be filed with the Operations Unit of the Department of Administrative Services before July 31. You may fax it to (503) 373-1273.

As to date, this ordinance or resolution has not been received from your city.

Please make sure that the above ordinance or resolution is in our office as soon as possible in order to give us time to process your paperwork before the July 31 statutory deadline. **We cannot authorize State Revenue Sharing payments to your city unless we receive this form.** If your records show that the data has been sent, please submit a duplicate copy.

For your convenience, enclosed with this letter is a copy of an ordinance letter that you can use. The address on the ordinance form is formatted to fit in a window envelope. Please use the address on this ordinance to return the form back to me. By not using the correct address, the ordinance could be delayed for up to four weeks and this will mean that you will not receive State Revenue Sharing payments. We will accept a fax of the ordinance form; the fax number is on the form in the upper right hand corner.

Please note: The attached ordinance letter has a Deadline Date of June 30. We would appreciate receiving your documentation by this deadline date so that we can process your certifications and have time to notify and work with any cities that have not submitted their paperwork by that date. However, the statutory deadline for compliance is July 31.

If you have any questions, you can contact me Monday through Friday 8:00 AM – 4:30 PM.

Sincerely,

Faye Stevenson
Disbursements Accountant
Operations Division

Memo

City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141



To: City Council
From: Paul Wyntergreen
Date: June 14, 2012
Re: Personnel Committee's recommendation regarding Medical Insurance

In May, you approved a change to the Co-Pay C \$1,000 Deductible Medical Insurance Plan for next fiscal year. This action, in itself, provided an annual cost savings of over \$15,000.00.

As a follow-up, the Personnel Committee met on Tuesday, June 12th to discuss further medical policy changes. They are recommending that the Council institute a change in the Employee Handbook that would require that an employee premium cost-share for non-union staff be put in place similar to that already experienced by Union members.

In order to gain more acceptance of this policy change, they recommended using a 5% employee cost-share for the next policy period from August through December 2012, which would be complemented by an annual VEBA contribution by the City of \$1,000 per employee beginning January 2013. These changes will result in annual cost savings of almost \$50,000.00 (please see the attached matrix).

If this recommendation is approved, staff would bring back the necessary resolution to alter the Employee Handbook at your July 16th meeting.

SPLIT RATE COST COMPARISON

CO-PAY C			5 MONTH RATE	PLAN SAVINGS	PROATED PLAN SAVINGS	5% COST SHARE (EMPLOYEE)				5% GROUP SAVINGS	VEBA		CITY SAVINGS	
Current Plan \$300 deductible		City Cost	Copay C \$1,000 Deductible			per month	per year	City Share	City Savings	1 Year	CITY CONTRIBUTION		5%	
Employee	5	483.07	Employee	423.65	59.42	1,485.50	21.18	254.19	402.47	80.60	2,015.06	0.00	0.00	2,015.06
Employee & Child	2	902.25	Employee & Child	791.31	110.94	1,109.40	39.57	474.79	751.74	150.51	1,505.06	0.00	0.00	1,505.06
Employee & Children	0	1,200.86	Employee & Children	1,053.06	147.80	0.00	52.65	631.84	1,000.41	200.45	0.00	0.00	0.00	0.00
Employee & Spouse	9	1,029.22	Employee & Spouse	902.42	126.80	5,706.00	45.12	541.45	857.30	171.92	7,736.45	0.00	0.00	7,736.45
Family	8	1,382.19	Family	1,211.72	170.47	6,818.80	60.59	727.03	1,151.13	231.06	9,242.24	0.00	0.00	9,242.24
		4,997.59		4,382.16		15,119.70					20,498.80			20,498.80
CURRENT COST PER 5 MON ²			24,987.95	TOTAL 5 MONTH COST		21,910.80								
CO-PAY C			12 MONTH RATE	PLAN SAVINGS	ANNUAL PLAN SAVINGS	5% COST SHARE (EMPLOYEE)				5% GROUP SAVINGS	VEBA		CITY SAVINGS	
Current Plan \$300 deductible		City Cost	Copay C \$1,000 Deductible			per month	per year	City Share	City Savings	1 Year	CITY CONTRIBUTION		5%	
Employee	5	511.08	Employee	448.17	62.91	3,774.60	22.41	268.90	425.76	85.32	5,119.11	1,000.00	5,000.00	119.11
Employee & Child	2	954.48	Employee & Child	837.02	117.46	2,819.04	41.85	502.21	795.17	159.31	3,823.46	1,000.00	2,000.00	1,823.46
Employee & Children	0	1,270.37	Employee & Children	1,113.88	156.49	0.00	55.69	668.33	1,058.19	212.18	0.00	1,000.00	0.00	0.00
Employee & Spouse	9	1,088.91	Employee & Spouse	954.66	134.25	14,499.00	47.73	572.80	906.93	181.98	19,654.16	1,000.00	9,000.00	10,654.16
Family	8	1,462.36	Family	1,281.86	180.50	17,328.00	64.09	769.12	1,217.77	244.59	23,480.93	1,000.00	8,000.00	15,480.93
		5,287.20		4,635.59		38,420.64					52,077.67			28,077.67
CURRENT COST PER YEAR			63,446.40	CO-PAY C COST PER YEAR		55,627.08								

88434.35 **17 MONTH TOTAL** 77,537.88

PLAN SAVINGS **10,896.47**

TOTAL CITY SAVINGS 5% SHARE

48,576.47

Abigail Donowho

From: David Mattison
Sent: Friday, June 15, 2012 9:46 AM
To: Abigail Donowho
Subject: FW: Opportunity to Recycle requirements and follow-up from

Abby,

Here you go.....

Dave

From: David Mattison
Sent: Tuesday, June 12, 2012 4:15 PM
To: Suzanne Weber; Steve Forster
Cc: Paul Wyntergreen
Subject: RE: Opportunity to Recycle requirements and follow-up from

Mayor Weber, Councilor Forster,

I had a discussion with Lee Walker regarding some of Leslie Kochan's (DEQ) questions and the answers are provided below.

- 1) Number of total city of Tillamook households from most recent census = **2,248** (According to the 2010 US Census).
- 2) Number of current City Sanitary refuse collection customers = **953 (42%)**.
- 3) Number of households currently requesting residential curbside collection service = **15** (peaked at 90 in 1990).
- 4) If available, number of actual residential curbside collection pickups performed per household or number of recycling pickups total for a given time period over a one year period = **100**.

There are two more questions that need to be answered prior to June 22nd.

- 5) Your thoughts on a goal or goals for a curbside recycling program.
- 6) Your proposed next steps for promoting the residential curbside collection program.

Can we meet and respond to her requests on Thursday June 21st?

Thanks.

David Mattison
City Planner
City of Tillamook
(503)842-3443

From: Paul Wyntergreen
Sent: Saturday, June 09, 2012 7:27 AM
To: Suzanne Weber; David Mattison; Steve Forster
Subject: RE: Opportunity to Recycle requirements and follow-up from

David,

Looks like we need to assemble the basic information that Leslie wants over the next week and then help the Mayor and Steve come up with some reasonable goals before you leave on vacation so that we can meet Leslie's deadline.

Paul

From: KOCHAN Leslie [mailto:KOCHAN.Leslie@deq.state.or.us]
Sent: Thursday, May 24, 2012 4:22 PM
To: Paul Wyntergreen; Suzanne Weber; David Mattison
Cc: 'Liane Welch'; 'Sue Owens'; KOCHAN Leslie
Subject: Opportunity to Recycle requirements and follow-up from

Paul, Suzanne and David,

My apologies for taking so long to get back to you on the Opportunity to Recycle requirements specific to curbside recycling. It's been a very busy couple of weeks and I wanted time to give this some thought. I have provided regulatory language for cities of 4000 or greater population below. I've highlighted in bold the language that is most relevant to the city of Tillamook and I've made a few suggestions or clarifications in red.

We discussed several numbers related to current curbside participation and City Sanitary customers at our meeting on May 8th. So that we are all starting with the same baseline information and can measure progress from new outreach efforts, please provide the following (e-mail response is fine):

- 1) Number of total city of Tillamook households from most recent census.
- 2) Number of current City Sanitary refuse collection customers.
- 3) Number of households currently requesting residential curbside collection service.
- 4) If available, number of actual residential curbside collection pickups performed per household or number of recycling pickups total for a given time period over a one year period.

- Actually tracking by each household would be the most useful. If City Sanitary doesn't have this information for the past year or so, an effort to begin collecting it now would help determine the number of existing recycling customers who are actually using the service on a regular basis (at least monthly) as compared to residents who may just call and request the service on an as needed basis, for instance when they have accumulated a load of cardboard due to recent purchases.

Please also provide the following:

- 5) Your thoughts on a goal or goals for a curbside recycling program.

- You had asked what might be an acceptable level of household participation and suggested 50%. 50% participation might be a really great outcome if 50% of households were recycling regularly and recycling most of the materials commonly generated and recycled by Oregon households. Another way of measuring the success of a new promotion effort would be by tonnage based on the number of households that City Sanitary services.

For example, Scappoose in Columbia County (6,592 population) collected the following through its residential curbside program in 2009: 795 tons commingled materials (all fiber and containers except glass) and 79 tons container glass. By contrast, the City of Tillamook collected 0.8 tons newspapers/magazines, 0.075 tons

container glass, and 0.025 tons steel cans through its on-route residential curbside efforts in 2009. Of course Scappoose has a greater population and this doesn't account for exact number of households or number of refuse service customers in Scappoose but we could look at small, rural cities to get averages for per capita recycling.

6) Your proposed next steps for promoting the residential curbside collection program.

I strongly encourage you consider opportunities to collaborate with the county so that city and county efforts can be integrated to reduce cost and redundancies, and to increase effectiveness. I also hope you'll take a look at proposed efforts by cities/collectors in other parts of the county to both increase their recycling collection and their customer base by offering curbside recycling. I attended the May 8th SWAC meeting and was excited, in particular, to hear Sandy Carbaugh with Nestucca Valley Sanitary Service, describe her thoughts on a new curbside collection program for the southern part of the county.

Please let me know if you need additional information or have some other ideas about data collection needs. Please respond within 30 days (by Friday, June 22nd).

Thanks to all of you for meeting and discussing your concerns and potential options. Please send my thanks to City Councilor Steve Forster as well.

Best Regards,

Leslie

Leslie Kochan
Waste Reduction Specialist
DEQ Northwest Region
503-229-5529
Kochan.leslie@deq.state.or.us

340-090-0030

General Requirements

(1) The city, county, or metropolitan service district responsible for solid waste management shall insure that a place for collecting source separated recyclable materials is located at each permitted disposal site or located at an alternative location in the jurisdiction that is more convenient to the population being served.

(2) Each city with a population of 4,000 or more or, where applicable within the urban growth boundary established by a metropolitan service district, shall provide on-route collection service for source separated recyclable materials at least once a month for all collection service customers within the city limits and the county shall provide that service to the collection service customers within the urban growth boundary but outside of the city limits.

(3) The city or county responsible for solid waste management shall carry out a public education and promotion program that meets the following minimum requirements:

(a) An initial written or more effective notice or combination of both that is reasonably designed to reach each residential and commercial generator of recyclable materials, and that clearly explains why people should recycle, the recycling opportunities available to the recipient, the materials that can be recycled and the proper preparation of those materials for

recycling. The notice shall include the following specific information: (The focus for the city of Tillamook only needs to be on residential – not commercial as the city is not claiming the Commercial Program Element– but must cover all residential generators in the city, not just those that are customers of City Sanitary – all residential generators need to be informed of the opportunity to recycle and how to properly recycle).

(A) Reasons why people should recycle; and

(B) Name, address and telephone number of the person providing on-route collection where applicable; and

(C) Listing of depots for recyclable materials at all disposal sites serving the area and any alternatively approved more convenient locations, including the materials accepted and hours of operation; or

(D) Instead of paragraphs (B) and (C) of this subsection a telephone number to call for information about depot locations and collection service as appropriate.

(b) Existing residential and commercial collection service customers shall be provided information, at least semi-annually, through a written or more effective notice or combination of both, listing the materials collected, the schedule for collection, proper method of preparing materials for collection and an explanation of the reasons why source separation of materials for recycling is necessary; (Again, we are just talking residential here. The notices could be through a city newsletter that goes out to all residents, a flyer from City Sanitary, notices in the County's solid waste newsletters, water bill inserts, etc. If the city has a good website, it could place a notice of its curbside collection program on the front page where it is really visible or to a prominent link to one of the inside pages (here is example from North Bend: http://www.northbendcity.org/North_Bend_City_Recycling.html).

I suggest using at least one outreach tool that everyone will have access to – city or county newsletter that goes to all residents or several informational vehicles that collectively will reach all of your residents.

(c) Written information to be distributed to disposal site users at all disposal sites or alternatively more convenient locations with attendants and where it is otherwise practical. The written information shall include the following:

(A) Reasons why people should recycle; and

(B) List of materials that can be recycled; and

(C) Instruction for the proper preparation of recyclable materials.

(d) At sites without attendants, a sign indicating availability of recycling at the site or at the more convenient location shall be prominently displayed that indicates materials accepted and hours of operation;

(e) Identify and establish a procedure for citizen involvement for the development and implementation of an education and promotion program;

(f) Notification and education materials provided to local media and other groups that maintain regular contact with commercial and residential generators and the public in general, including local newspapers, trade publications, local television and radio stations, community groups, neighborhood associations; (Here are more examples of how to get the word out!) (g) A person identified as the education and promotion representative for the appropriate jurisdiction to be the official contact to work with the other affected persons in matters relating to education and promotion for recycling.

Stat. Auth.: ORS 459.045, ORS 459A.100 - ORS 459A.120 & ORS 468.020

Stats. Implemented: ORS 459A.005 & ORS 459A.010

Hist.: DEQ 26-1984, f. & ef. 12-26-84; DEQ 31-1992, f. & cert. ef. 12-18-92 (and corrected 1-5-93);
Renumbered from 340-060-0020 & 340-060-0040; DEQ 10-1994, f. & cert. ef. 5-4-94

#4309

AMENDED INTERGOVERNMENTAL AGREEMENT
HAZARD MITIGATION PROGRAM CONTRACT, FEMA DR-1733-OR
Safeway Demolition and Site Restoration

This Amended Agreement extending the PROJECT completion date to October 30, 2012, as described herein in SECTION 2. A., is made and entered into, in duplicate originals, this ___ day of June, 2012, by and between Tillamook County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY" and the City of Tillamook, A municipal corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, COUNTY is the Subgrantee under Hazard Mitigation Grant Program Contract, FEMA DR-1733-OR, attached hereto as EXHIBIT I, and hereinafter referred to as "GRANT" with the State of Oregon, Oregon Emergency Management, Grantee, hereinafter referred to as "STATE"; and

WHEREAS, COUNTY is being reimbursed by the State of Oregon for those eligible costs and activities necessary for the implementation of the Hazard Mitigation Project entitled **Tillamook Commercial Property Acquisition Project¹**, hereinafter referred to as "PROJECT"; and

WHEREAS, COUNTY desires to contract with CITY to manage demolition and site restoration of the Safeway property located at 955 North Main Street (Highway 101), Tillamook, Oregon, consisting of approximately 4.77 acres of land and approximately 40,296 square feet of building, hereinafter referred to as "PROPERTY"; and

WHEREAS, through the grant agreement with STATE, COUNTY is obligated, on behalf of itself and any other entity with whom it enters into an agreement regarding these grant funds or equipment, supplies, services, and projects purchased therewith, to comply with all terms of the grant including, but not limited to, obligations regarding reporting, access to records and supplanting of funds; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to ORS Chapter 190;

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals, it is agreed by and between the parties hereto as follows:

SECTION 1. TERM. This Agreement shall be effective on the date last signed, below, and shall be retroactive to work commenced on or after December 28, 2011. The term of this Agreement shall continue until completion of the PROJECT approved by federal and state officials, including completion of close out and audit, unless earlier terminated as set forth in Section 4, herein.

¹ Safeway Store acquisition and demolition

SECTION 2. SCOPE OF WORK.

- A. CITY'S ROLE AND RESPONSIBILITY. CITY will manage demolition of building, removal of hardscape and site restoration of PROPERTY in compliance with terms of the GRANT, and as otherwise set forth in this Agreement. CITY shall develop scope of work and procure services needed to complete the PROJECT in accordance with CITY policies and procedures. The cost for demolition of PROPERTY improvements and site restoration has been established by contractor bid, attached hereto as EXHIBIT II, and is not to exceed \$173,860.00 and limited project management costs necessary to carry out PROJECT. PROJECT shall be completed and certified by COUNTY no later than October 30, 2012.

- B. COUNTY COORDINATION. COUNTY shall implement the GRANT as a pass-through from STATE and shall reimburse any eligible CITY costs incurred in implementation of PROJECT as set forth in the GRANT C, and in the AGREEMENT FOR ESCROW HOLDBACK OF FUNDS FOR DEMOLITION which is attached hereto as EXHIBIT III and incorporated by reference herein. COUNTY hereby authorizes CITY to approve payment to contractor for demolition and site restoration work, and to approve change orders as necessary to complete PROJECT. COUNTY has final authority for these instructions and funds held in escrow.

- C. GRANT FUNDS AVAILABLE TO CITY. GRANT funds to be paid to CITY shall be limited to and shall not exceed the actual payments received by COUNTY from STATE for reimbursement under the GRANT, not to exceed \$ 173,860.00 for demolition and site restoration costs, and reasonable project management costs, with administrative costs limited to costs incurred by management level personnel. Under no circumstances shall COUNTY's total obligation for grant money exceed the stated amount, nor shall COUNTY have any further obligation to supply non-grant funds to CITY. CITY is solely responsible for any cost overruns. Should COUNTY or STATE deem that an item is non-reimbursable, COUNTY shall inform CITY of this decision and provide the reason. GRANT funds may not be used for purposes inconsistent with the terms of GRANT documents. COUNTY shall not be liable for CITY's expenditures if GRANT funds are not received by COUNTY. If CITY's expenditures are found to not meet GRANT requirements, CITY will reimburse COUNTY for the amount of funds spent in violation of GRANT requirements.

- D. REIMBURSEMENT CITY expenditures sought to be reimbursed by GRANT funds shall be spent in a manner consistent with the Terms and

Conditions of the GRANT Award documents, attached as Exhibit I and the terms of this Agreement. CITY shall expend funds for demolition and site restoration costs and submit invoices and request for reimbursement from the escrow holdback account pursuant to the Agreement contained in Exhibit III, attached hereto. CITY shall provide to COUNTY copies of all invoices and requests for reimbursement from the escrow holdback account. Funding shall not exceed the total federal contributions available for the approved PROJECT costs under GRANT.

SECTION 3. CITY OBLIGATIONS.

- A. Payments will be made upon receipt of payments to COUNTY from STATE, upon submission and approval of a State of Oregon GRANT Payment Request to STATE. CITY shall submit all appropriate supporting documentation of the incurred costs to COUNTY. Final payment will be made upon completion of PROJECT, completion of all final inspections by STATE and COUNTY, and final approval by FEMA. Final payment is conditioned upon a financial review by STATE or FEMA. Adjustments to the final payment may be made following any audits.
- B. CITY shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. Such records shall be subject at all reasonable times to inspection, review, or audit by COUNTY or STATE personnel, other personnel duly authorized by COUNTY or STATE, the Secretary of State's Audit Division, or the United States Inspector General. Such documents shall be maintained in such a way to facilitate the State's audit requirements. CITY shall retain all books, records, documents and other material relevant to this Agreement for three years after the date of final payment or an extended period as established by FEMA in 44 CFR 13. 42. CITY shall photographically document pre-demolition and site conditions, and post-demolition and site restoration conditions of PROJECT PROPERTY and shall deliver such photographs to COUNTY.
- C. CITY is responsible for any audit exceptions incurred by its own organization or that of its contractors. CITY shall maintain records and accounts in such a way as to facilitate COUNTY's audit requirements. COUNTY reserves the right to recover from CITY disallowed costs resulting from the final audit. CITY shall send an audit report to COUNTY as soon as it is available, but no later than nine months after the end of COUNTY's fiscal year in which any funds received by STATE for the PROJECT. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. CITY shall respond to a request for information or corrective action

concerning audit issues within 30 days of the request. CITY shall comply with Single Audit requirements in accordance with OMB Circular A-133.

D. RECOVERY OF FUNDS.

In the event that CITY fails to complete PROJECT, fails to expend, or is overpaid in accordance with federal or state Hazard Mitigation Program laws or programs, COUNTY reserves the right to recapture funds in accordance with federal and state laws and requirements. CITY shall repay COUNTY within 20 days of demand. COUNTY shall be entitled to its reasonable attorney fees and costs to recover such funds. CITY shall indemnify, defend and hold COUNTY harmless from and against any state or federal claim for the recovery of GRANT funds allocated to PROJECT. CITY shall be responsible for pursuing recovery of monies paid under this Agreement in performing work under PROJECT against any party that might be liable, and further CITY shall cooperate in a reasonable manner with COUNTY, STATE and the United States in efforts to recover expenditures under this Agreement.

E. CONFLICT OF INTEREST.

CITY shall insure that any employee, governing body, contractor, subcontractor, or organization that has an actual or potential conflict of interest under ORS Chapter 244 will resolve that conflict in a manner consistent with the requirements of that Chapter.

F. POLITICAL ACTIVITY.

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

G. NON-ASSIGNMENT.

CITY may not assign any claim or right arising under Agreement, either in whole or in part.

H. Upon completion of PROJECT, CITY will operate and maintain PROPERTY in a manner that adheres to the recorded Property Restriction requiring that PROPERTY be used as open space in perpetuity.

I. CITY shall apply any savings, rebates, and reductions in costs to reduce the overall PROJECT cost.

SECTION 4. TERMINATION

- A. By CITY. CITY may terminate this contract upon thirty (30) days notice to COUNTY, and upon the return of all funds paid under this Agreement to COUNTY.
- B. This Agreement may be terminated by mutual consent of both parties, upon return of all funds paid under this Agreement to COUNTY.
- C. By COUNTY. COUNTY may terminate this Agreement or reduce the scope of work effective upon delivery of written notice to CITY, or at such later date as may be established by COUNTY, under any of the following conditions:
 - 1. There is a reduction in federal funds which are the basis of this Agreement; and/or
 - 2. CITY has made any material misrepresentation, error, or inaccuracy in CITY's acceptance of GRANT funds.
 - 3. If inspections and review of CITY's support documentation reveal noncompliance in performance of the work and/or documentation of the work, and CITY does not correct deficiencies or variances within the required time.
 - 4. If COUNTY is, for any reason, required to return PROJECT GRANT funds to the state or federal government.
 - 5. If CITY fails to perform any of the provisions of this Agreement in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within thirty (30) days or such longer period as COUNTY may authorize.

Upon termination or reduction in the scope of work as provided in this Subparagraph C, CITY shall return federal GRANT funds to COUNTY within ten (10) days of receipt of a demand. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If CITY fails to reimburse COUNTY within ten (10) days of demand COUNTY may take any action necessary to recover improperly spent funds. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

SECTION 5. INDEMNIFICATION

- A. To the extent permitted by any constitutional and statutory limitations applicable to CITY, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, CITY shall

indemnify, defend, save, and hold harmless the United States, and its agencies, officers, employees, agents, and members, and COUNTY and its officers, agents, and employees, from and against all claims, damages, losses, expenses, suits, or actions of any nature arising out of or resulting from the activities of CITY, its officers, employees, agents, members, contractors, or subcontractors under this Agreement.

- B. Notwithstanding the foregoing defense obligations under this section, CITY shall not defend any claim in the name of the foregoing entities or any agency/department/division of such other entity, nor purport to act as legal representative of the other entity or any of its agencies/departments/divisions, without prior written consent of the legal counsel of each such other party. Each entity may, at any time at its election assume its own defense and settlement in the event that it determines that the other entity is prohibited from defending it, or that other entity is not adequately defending its interests, or that an important governmental principle is at issue or that it is in the best interests of the party to do so. Each entity shall have the right to pursue any claims it may have against the other if it elects to assume its own defense.

SECTION 6. MISCELLANEOUS

A. CITY ASSURANCES.

1. CITY represents that it is fully capable of implementing the PROJECT as described in Exhibit II.
2. CITY has full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
3. This Agreement has been duly authorized, executed, and delivered on behalf of CITY and constitutes a legal, valid and binding obligation of CITY, enforceable in accordance with its terms.
4. CITY hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121-5206 (Public Law 93-288, as amended, hereafter "Stafford Act"); 44 CFR Parts 7, 13, 14, 17, 18 and 206, and Subchapters B, C, and D; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, the Oregon State Public Assistance Administrative Plan dated September 1993; Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 643); and Unemployment Insurance Laws (ORS) Chapter 657).
5. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.

6. CITY will operate and maintain the PROPERTY being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such property.
7. CITY will, for any work associated with PROJECT financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. CITY will, prior to the start of any PROJECT work activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other federal and state environmental laws.
8. CITY will not enter into a contract with a contractor who is on the General Services Administration (GSA) list of Parties Excluded from Federal Procurement or Non-procurement Programs.
9. CITY will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
10. CITY shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this agreement, including without limitation the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235, and 279B.270. Without limiting the generality of the foregoing, CITY expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended; and the Age discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. CITY shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(ee), recycled PETE products (as defined in ORS 279A.010(1)(ff), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(gg)).

11. CITY shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement in accordance with applicable law.
12. CITY does not have to comply with the provisions of the Davis-Bacon Act for grants made under the disaster assistance program, unless otherwise required by law.
13. CITY and its contractors, subcontractors, and other employers providing work, labor, or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including CITY, that employ subject workers who work under this Agreement in the state of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CITY shall ensure that each of its subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

B. NOTICES. The parties' representatives for purposes of this Agreement are:

FOR COUNTY:
 Valerie Sutton AICP, Director
 Community Development Department
 1510-B Third Street
 Tillamook, OR 97141
 503-842-3408

FOR CITY:
 Paul Wyntergreen,
 City Manager
 City of Tillamook
 210 Laurel Avenue
 Tillamook, OR 97141
 503-842-2472

Notices required to be given under this Agreement shall be give in writing and shall be deemed given when received by the other party at the address indicated above.

- C. COUNTY may conduct audits, inspections and any other inquiries and investigations, as it deems necessary, to ensure that CITY complies with this Agreement and that GRANT funds are being spent in accordance with the terms of the Agreement.
- D. CITY shall obtain copies of all federal regulations with which it must comply and certify that it has read and will comply with the terms of the GRANT award documents. CITY agrees to comply with the requirements of non-discrimination, civil rights and equal opportunity provisions of the GRANT award documents.
- E. This Agreement has been duly authorized, executed and delivered by an authorized officer of CITY, and assuming that CITY has all the requisite power and authority to authorize, execute and deliver, and has duly

authorized, executed and delivered, this Agreement, this Agreement constitutes the legal, valid and binding obligation of CITY in accordance with its terms.

- F. ACKNOWLEDGEMENTS. CITY shall include language which acknowledges the funding contribution of FEMA to PROJECT in any information release or other publication developed or modified for, or referring to PROJECT.
- G. INSURANCE. CITY shall comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was demolished, replaced, repaired, restored or constructed with this assistance.
- H. NO WAIVER. The failure of COUNTY to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- I. HEADINGS. The section headings are included for convenience only, and do not give full notice of the terms of any portion of this Agreement, and are not relevant to the interpretation of any provision of this Agreement.
- J. NO THIRD PARTY BENEFICIARIES. COUNTY and CITY are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right whether directly, indirectly or otherwise, to third persons unless such third persons are expressly described as intended beneficiaries of the terms of this Agreement.
- K. VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of law. Any claim, action, suit or proceeding (collectively, "Claim") between COUNTY and CITY that arises or relates to this Agreement shall be brought and conducted solely and exclusively within the circuit court of Tillamook County for the State of Oregon, provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the District of Oregon.

L. SEVERABILITY. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

M. ENTIRE AGREEMENT. THIS AGREEMENT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ON THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND ALL NECESSARY APPROVALS HAVE BEEN OBTAINED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE FAILURE OF EITHER PARTY TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THAT PARTY OF THAT OR ANY OTHER PROVISION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 13th day of June 2012.

BOARD OF COUNTY COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

[Signature]
Tim Josi, Chairperson

[Signature]
Mark Jabhart, Commissioner

[Signature]
Charles J. Hurstman, Commissioner

ATTEST: Tassi O'Neil
County Clerk

BY: [Signature]
Special Deputy

APPROVED AS TO FORM: [Signature]
County Counsel



CITY OF Tillamook County

Mayor Suzanne Weber

FOR FINAL APPROVAL

AUTHORIZATION

Comment [G1]:

The Storm Water Master Plan Update project was authorized by the City on July 6, 2011.

ACKNOWLEDGMENT

The assistance of City Manager Paul Wyntergreen, Public Works Director Arley Sullivan and their staffs was instrumental in the preparation of this Storm Water Master Plan Update.

PURPOSE

The purpose of this Storm Water Master Plan Update is to expand the coverage area of the Master Plan to include the areas annexed into the City since the original Master Plan was completed in 2005. This area is shown on Exhibit 1. This Update also reviews areas in the current Urban Growth Boundary outside of the City Limits lines to be sure that any recommended improvements include an allowance for serving any development in areas currently outside of the City but within the UGB. The maintenance needs of storm water conveyance systems in the Update area will be addressed. The capacity requirements of new sewers recommended in the Update area will be presented.

Another purpose of this Update is to prepare a Capital Improvements Plan (CIP) which expands and modifies the CIP in the original master plan to include projects in the expanded geographical area described above. The expanded Capital Improvements Plan is the basis for the Storm Drainage System Development Charge Study to be developed after this Master Plan is accepted.

This Update will also examine the Cross Connection Study which is ongoing and which is being completed by the City in response to the Oregon Department of Environmental Quality letter dated May 25, 2011. This Cross Connection Study will recommend work to be completed on both the sanitary and storm sewers. The estimated cost of this work will be summarized in this Update and appropriate projects included in the storm sewer Capital Improvement Program.

Ongoing studies commissioned by ODOT of the storm drainage needs along Highway 6 entering Tillamook are reviewed and summarized in the Master Plan as they will serve areas now in the City Limits and UGB.

INTRODUCTION

The original Storm Water Master Plan reviewed and established design criteria recommended to analyze existing storm water systems and those to be used for designing new storm water systems. It also recommended maintenance requirements for the storm drainage system. Funding options were also included in this study.

Since the original Storm Water Master Plan Study was completed in 2005, the City has begun to address the significant water quality issues which the Study identified in relation to the Storm Sewer System. In 2011 the City signed a letter of intent with the Oregon Department of Environmental

Quality to investigate the sources of these cross connections. This work is ongoing, with the intent to identify as many of these cross connection sources as possible and to develop a construction program to eliminate them. This work is currently scheduled to be completed by the Summer of 2013.

The original Master Plan included a Capital Improvement Plan (CIP) for the storm sewer system. Since adoption of this CIP the City has completed the following projects:

- Cleaning of the Holden Creek culverts at Miller Avenue
- Reconstructed Front Street, Main to Cedar, which included storm drainage upgrade to inlets

SOILS IN THE UPDATE AREA

The soils in the update area are shown on Exhibit 2. Soil types in the Update area are as follows:

Map Unit	Map Unit Name	Rating for Septic Tanks/Absorption
3A	Coquille silt loam, 0-1 % slopes	Very Limited
45B	Hebo silty clay loam,1-5% slopes	Very Limited
80B	Quillamook medial silt loam, 0-7% slps	Somewhat Limited
103A	Coquille silt loam, 0-1 % slopes, diked	Very limited
173B	Tillamook-Ginger medial silt loam, 0-7 % slps	Very Limited

The above information is from the US Department of Agriculture, Natural Resources Conservation Services, National Cooperative Soil Survey. This information is given to review the runoff potential of the soils and also how adequate they are for the septic systems which are being utilized for much of the Update area. This information indicates that the runoff potential of all of these soils is high (percolation into the soils is low) and that septic systems are expected to have problems in these areas.

EXISTING STORMWATER SYSTEMS IN THE UPDATE AREA

Drainage patterns in the Update area are determined by two ridge lines-one is located roughly parallel to 3rd Street which separates the flows going either to Highway 6 or to Holden Creek; and the other (in the UGB-not the current City limits), located in the southeastern-most area (west of McCormick Loop) separates flows going to Holden Creek or the Trask River. The majority of the developed residential area in the Update area (in UGB but not in the current City limits) does not have a piped storm water conveyance system serving it. Roadside ditches are the predominate method used to convey storm runoff away from the developed areas. Exhibit 3 illustrates the storm drainage systems in the City and UGB areas. Exhibit 3 also indicates areas where the storm drainage facilities are under the control of the City or Tillamook County.

The following subdivisions have a storm drainage system consisting of street inlets and a storm water conveyance system:

- Champion Park apartments (private system)
- Brookfield Meadows
- Kenway Subdivision (in UGB but not current City limits)

These subdivisions discharge their storm flows to a pond system which then discharges to Holden Creek (Champion Park), directly to Holden Creek without detention, (Brookfield Meadows) or to developed ditches which discharge to Holden Creek (Kenway).

The government-owned buildings and developments located on 3rd Street in the Update area have internal storm drainage systems providing for the roof and parking lot runoff. The Oregon Department of Forestry complex has a developed storm sewer system in front of it in 3rd Street which discharges to the west in a roadside ditch in front of the Fairgrounds property. This system serves the roof drains and parking lot areas in front of the Department of Forestry. The ditch runs in front of the Fairgrounds building and then crosses 3rd Street to discharge to the ditch on the west side of Wilson River Loop. The maintenance facility located on the west and south parts of the Department of Forestry property are served by another conveyance system which discharges to the roadside ditch on Mountain View Drive just east of the fairgrounds property. This flow is conveyed onto the fairgrounds property; it then enters the north-south ditch which discharges to the ditch at the north side of Brookfield.

Government properties on the north side of 3rd Street have parking lot and roof drainage systems which discharge either directly to the undeveloped property north of them (BLM, Department of Human Services) or to an infiltration swale located on the north side of the property with an overflow (rarely used) discharging to the property to the north (Northwest Senior and Disability Services). The parking area in front of the BLM building discharges to an area inlet which drains to the ditch on 3rd Street.

There is an infiltration system which serves the area along Brookfield from Marolf Loop to near the east side of the fairground property. In addition, the area of 3rd Street east of Marolf Loop extending almost to Wilson River Loop is served by an inlet which discharges to this infiltration system in a pipe running from 3rd southerly along the east side of the TBCC parking lot. This infiltration pipe system is located at the north edge of Brookfield. It discharges both to the ditch on the east side of Marolf Loop and to the ditch west of the eastern entrance to Brookfield Meadows subdivision near the east line of the fairgrounds property. As indicated above, the soils types found in this area are not conducive to an infiltration system being very effective.

The flow in the Marolf Loop ditch north of Brookfield flows northerly, then crosses Marolf Loop to the ditch running westerly, then turns south and runs behind the lots fronting on Meadow to discharge to Holden Creek. The discharge from the Brookfield infiltration pipe south of the fairgrounds property is to the ditch on the north side of Brookfield, then continues in this ditch until it backs up to a high enough level to flow easterly through a culvert to the ditch along the east side of the fairgrounds

property. The culvert which crosses Brookfield at the end of the Brookfield infiltration pipe south of the fairgrounds has been capped.

Currently there are no water quality facilities treating storm water runoff in the Update area.

Holden Creek

Information on the Holden Creek drainage area is shown on Exhibit 4. Holden Creek serves all of the drainage area in the Update area south of the drainage divide which roughly parallels 3rd Street, except for the southerly area which drains to the Trask River. The drainage area of Holden Creek begins east of Trask River Road. It flows westerly and crosses Trask River Road, McCormick Loop, Marloff Loop, Murray Way, Evergreen, and Miller before joining with another drainage area (south fork of Holden Creek) just upstream of its crossing of Highway 101. Holden Creek discharges to the Trask River west of Ivy Street. Three tide gates have been constructed across Holden Creek at its confluence with the Trask by Tillamook County. These tide gates have resulted in limiting fish passage in Holden Creek.

Holden Creek drainage area upstream of its confluence with the south fork of Holden Creek area near Highway 101 is approximately 1,270 acres. It forms the southern boundary of the urban growth boundary from McCormick Road to Trask River Road. The area south of the creek between McCormick and Trask River Road is currently pasture, as is the area east of Trask River Road before the ground rises to the east in forested land.

Over the past year or so, the Holden Creek channel from Highway 101 upstream to about 1 mile above the high school has been improved by volunteer efforts mainly coming from Tillamook High School. These improvements have included removing debris and trees from the flow and riparian area immediately adjacent to the stream bank. Work of this type is allowed by existing regulations as long as it is conducted within the existing flow channel (up to the existing high bank of the channel) and the property owners agree to this work being done in the channel on their property. However, this work is recommended to be coordinated with the Clallam Department of Fish and Wildlife to ensure that the work is not harmful to fish and wildlife (especially during these activities).

Staff gauges at culverts have been added to assist in determining flow levels during storm events. Beaver dams in the areas just upstream of Highway 101 have also been removed (one still remains). Water quality studies have also been conducted by high school students. This work has significantly improved the flow carrying capacity of Holden Creek in the areas addressed so far. Holden Creek has been modeled as part of this Update, using the Hydro CAD hydraulic model. This modeling includes estimating the runoff from the various sub-drainage areas flowing to Holden Creek from its source east of Trask River Road downstream to Miller Avenue. The culverts at Trask River Road, McCormick, Marloff Loop, Murray Way, Evergreen, and Miller Road were included in the model. The existing character of the development in each sub-drainage area was input into the model. The creek was modeled under the effects of a 25-year storm event (5.90" in 24 hours). The model was verified using the historical data on which areas have flooded under heavy rainfall events. The model indicated that the culverts located at Miller Avenue have inadequate capacity to handle the 25-year storm. The model indicates that Miller Avenue is overtopped during this storm event (by about 2

feet). Upsizing of these culverts was included in subsequent model runs to come up with recommended new culvert sizes for these locations which will allow the 25 year storm event to be adequately passed.

The hydraulic model indicates that there is not a problem at Evergreen Avenue with flooding during the 25 year storm event. This we know is not the case but subsequent investigation has indicated that one of the 60" culverts in the log yard is significantly blocked by a 30" diameter log which is lodged at one of the 45 degree bends in this culvert. Also a pipe has been driven through one of the culverts. Had these been taken into account, flooding at Evergreen Avenue would have been indicated by the model.

Highway 6 Drainage

Highway 6 coming into Tillamook from the east has historically been an area where flooding has occurred routinely during and after the heavier storm events. Flooding particularly occurs under the railroad bridge over (depressed) Highway 6 located east of Miller Road. Storm drainage improvements for Highway 6 are the responsibility of the Oregon Department of Transportation. In 2011, a study was completed on the areas along Highway 6 beginning east of the railroad bridge and extending out to past Olsen Road. This study included recommendations to improve the water quality of the runoff from the highway in this area as well as to manage the peak flows from these areas. The recommended improvements include bioswales, vegetated strips along the highway, improved culverts at road crossings, improving and maintaining existing ditches, and a biofiltration pond located adjacent to the Highway 6/Wilson River Road intersection.

The biofiltration pond was sized to handle the drainage areas on Wilson River Loop south of the pond location, but only for the east side of Wilson River Loop and the north side of 3rd Street.

BACTERIAL CONTAMINATION OF SURFACE WATERS

Surface waters in the Tillamook area have been studied for bacterial contamination by the Oregon Department of Environmental Services (DEQ), the Tillamook Estuary Partnership, and others, for a number of years. The original Storm Water Master Plan report dealt with this issue and identified several areas where sanitary sewage was entering into surface waters, mainly through unidentified (as to specific location) cross connections between the sanitary sewer and storm sewer systems.

These studies have shown elevated levels of total coliform and E. Coli in Holden Creek as well as in the Hoquarten Slough and Trask River. The most recent testing of the City's outfalls by DEQ occurred in July 2011. These tests continued to show elevated levels of bacterial contamination at the following locations:

Location	E. coli MPN/100ml
Outfall at end of Williams Avenue	337

Outfall at end of Meadow Avenue	10
Manhole at 12 th and Elm	284
Outfall to Hoquarten Slough at Highway 101	24,190

It should be noted that the levels indicated above for the outfalls at Williams and 12th and Elm are higher than expected in the absence of cross connections. This being said, the outfall at the end of Williams Avenue has been visited as a part of this Master Plan Update study and no evidence of sewage flows in it or evidence of sanitary waste in or near the outfall was observed during dry weather conditions.

The level indicated at Hoquarten Slough was due to a raw sewage cross connection to the storm sewer which has been identified. The drainage system upstream of the Manhole at 12th and Elm has been studied by the City using smoke testing procedures and indirect cross connections (because of faulty joints) have been noted. Both of these cross connections are scheduled to be eliminated in Summer 2012 by rehabilitation of the sanitary sewer lines, and no work on the storm sewer lines in these areas is included at this time. Other improvements to correct the cross connections between the sanitary and storm sewer systems are noted in the Capital Improvements Plan of this study. In addition, two bypasses from the sanitary sewer to the Trask River—one at a manhole at 12th and Elm and the other at a manhole near 9th and Chestnut are scheduled to be eliminated (plugged) by City maintenance crews.

The unsewered (sanitary) areas which are currently served by septic tanks are a probable source of some bacterial pollution found in Holden Creek. As the existing septic tank/drain field systems in these areas age and fail, the bacterial pollution of Holden Creek from this source may become a serious problem if sanitary sewers are not available.

OVERVIEW OF STORM SEWER NEEDS

As stated, much of the Update area does not have a storm drainage piped system, but relies on roadside ditches and driveway culverts to convey storm water away from developed areas. These ditches and culverts are in need of routine maintenance to establish a system which does not cause ditch flooding and culvert surcharging.

The areas currently served by storm drainage systems (i.e. having street inlets, manholes and storm drainage pipes serving the area) are in fairly good condition, with adequate capacity to serve these areas. These systems all discharge to ditches which run to Holden Creek (Update area). These ditches are in need of routine maintenance to enhance their ability to efficiently discharge flow to Holden Creek and to prevent backups onto private property.

Holden Creek has a history of flooding, as indicated above, and future development, which will add additional impervious areas, could exacerbate these problems in peak rainfall event periods. Therefore the recommendations of this report will attempt to negate these negative consequences by requiring proper engineering design of new storm drainage systems serving new developments in the Update area.

In order to relieve the flooding on Holden Creek currently experienced in the Evergreen Street area, the possibility of diverting a portion of the flow through a gravity storm sewer routing southerly to the South Fork of Holden Creek – a distance of about 800 feet – was modeled. During the 25 year storm event, this pipe would remove about 2.5 % of the peak flow if an 18-inch diameter line was constructed or 12 % if a 36-inch diameter line was constructed. However, an easement for this would be required, and possibly basin transfer issues would need to be addressed if this was considered. Since we believe that the Holden Creek flooding issues can be addressed otherwise as indicated in this report, the construction of this diversion line is not recommended at this time.

The City has recently acquired the old Safeway site which has historically flooded during peak storms. The storm drainage from the Safeway site flows to a ditch which begins at the north side of Hadley Road and runs northerly to the Dougherty Slough. This site was served by two adjacent storm water pumping stations which were inoperative and will be abandoned.

Many of the storm drainage systems in the City discharge to drainage ditches which flow out of the City before they discharge to a larger creek or slough. Many of these ditches are in need of maintenance to restore their peak flow-carrying capacities. The unmaintained ditches located on private property and not within storm drainage easements have the potential to be a problem for the City if they cause damage due to backups on property located within the City Limits.

Some of the storm water outfalls are inaccessible without trespassing over private property. The existence of storm drainage easements for all storm sewer lines, storm sewer outfalls and storm outfall structure access is necessary for the City to adequately maintain these lines and outfall structures.

Currently there is not a strong review process in place and mandated for the City to review building permits and prevent encroachment on storm drainage facilities by new development. This can cause problems if new structures are built over or adjacent to storm drainage facilities when maintenance or replacement of these is required in the future.

The City's storm sewer ordinance is in need of review and updating. This review process should include the incorporation of new regulations to require water quality facilities and water detention facilities on new subdivision, commercial and industrial projects.

There are currently several tide gates located at the mouth of drainage courses where they discharge to larger bodies of water. These drainage courses serve areas within the City and they then continue outside of the City in several cases. It is important that the City is aware of the condition of these tide gates as they must function properly to prevent undue flooding within the City.

RECOMMENDED IMPROVEMENTS

For currently undeveloped areas, owners of new development should be required to install new storm drainage systems which will discharge to either existing ditches or to new trunk storm sewers which can be installed as part of a development plan. In the Update area, these new storm sewers will flow either to Highway 6 (for property on the north side of the drainage divide paralleling 3rd Street) or to Holden Creek (if on the south side of this divide, or on the south side of Holden Creek).

The drainage area in the southeastern-most area of the Update area will discharge to areas outside of the City limits, tributary to the Trask River. These discharges must be coordinated with the landowners outside of the City and with Tillamook County officials. All of these new storm sewers are recommended to be designed to handle the 25 year storm event as recommended in the original storm water master plan and with County Design standards when necessary.

All new storm drainage systems are recommended to be designed so that the peak runoff for the design storm from these newly developed areas does not exceed the peak runoff under the pre-development conditions. This will require a detention system in most cases. In addition, the water quality from the developed areas should be improved through the implementation of new water quality facilities serving these areas. Water quality facilities can be natural systems using vegetation or commercially available systems installed in catch basin type facilities. Refer to the Appendix for examples of these types of systems. Typical water quality facilities design criteria are recommended so that treatment is provided for most small storms but larger storms can pass through the facility without damaging it. Specific design criteria for the Tillamook area are recommended to be developed for both the detention and water quality facilities when the storm drainage ordinance is written.

The areas within the City Limits in the Update area which currently are not served by storm sewers (which rely on roadside ditches or road shoulders where water ponds and then infiltrates or runs off to lower areas) and the recommended storm drainage improvements for them are shown on Exhibit 5. The recommended storm sewer sizing and peak design flows for the 25 year storm event are also indicated for these lines. The two areas on the west side of Tillamook included in the recently annexed areas are not included because the storm drainage needs of these areas depend on how or if they ever develop.

In order to adequately serve the Miller Avenue area under a 25-year storm event, a 10' x 6' high three sided box culvert is recommended to be installed at Miller Avenue, to replace the 2-48" diameter culverts there now. Assuming this new culvert is in place, the hydraulic model referred to above then shows that the peak water surface elevation during a 25 year storm event is lowered by about 6.5 feet after installation of the new culvert, resulting in no flooding at Miller Avenue. This culvert, when installed, will be "fish friendly" and will allow for better fish passage through this area in Holden Creek if the tide gates are removed from the mouth of Holden Creek at the Trask River.

After the model was calibrated a 100 year event (7.0" in 24 hours) was modeled on Holden Creek assuming that the upsized culvert at Miller Avenue was in place. This model run showed that this flow was successfully passed at both Evergreen Avenue and Miller Avenue in addition to all upstream culverts. Refer to the Appendix for information on the model runs. (Note that this assumes the log in the log yard culvert is removed)

The benefits of the clearing work recently completed on portions of Holden Creek as indicated above, have been recently demonstrated by the improved performance of the creek during extremely wet conditions in Tillamook during March and April of 2012. In order for these benefits to continue, the improved channel areas need to maintained on an established maintenance schedule.

The improvements recommended in the update master plan are shown on Exhibit 5 and include the following:

1. Improving the streambed and stream bank areas of Holden Creek upstream to Trask River Road
2. Constructing the Phase 2 portion of the 3rd Street storm sewer project-from just west of Marolf Loop to just west of Wilson River Loop
3. Construct a new storm sewer in 3rd Street from the east side of the Department of Forestry (beginning at the ditch) westerly in 3rd to Wilson River Loop discharging to the ditch on the west side of Wilson River Loop. This project also includes serving the area just west of Wilson River Loop on 3rd Street.
4. Construct a new storm sewer in 3rd Street at the Schild Road intersection
5. Construct a new storm sewer in Brookfield from Marolf Loop to near the Brookfield Meadows eastern entrance
6. Construct a new storm sewer on Brookfield at the east edge of the fairgrounds property
7. In all storm sewer projects serving existing street areas, include water quality facilities to treat the storm runoff-in specially designed treatment style catch basins
8. Improve the channel characteristics (by clearing out the channel of debris and trees) of the drainage ditch which begins across from TBCC at west side of Marolf Loop (and south of Kilchis House), flows westerly to the back lot lines on Marolf Loop/Meadow, then southerly to Holden Creek
9. Coordinate with the log yard to clean and maintain the two parallel storm culverts on Holden Creek on their property-in particular removing the debris, large log and if possible the pump from one of these culverts.
10. Coordinate with ODOT on the Port of Tillamook Bay Railroad for the maintenance of the ditch serving as the outfall to the Highway Underpass and the 3rd Street area which also drains to this ditch
11. A review of the original Storm Water Master Plan study has indicated that the following projects recommended in that study-refer to original Master Plan exhibits for these project locations (parenthesis number refers to original CIP number) should be constructed:
 - a. Birch Avenue Outfall (B2)
 - b. Front/Elm Sewer Replacement (B3)
 - c. Front/Stillwell Outfall Pipe Repair (B4)
 - d. Miller Avenue Holden Creek Culvert (B7)
 - e. Lower Williams Avenue Sewer Replacement (B10)
 - f. 8th Street Sewer at Laurel (C6)

All other projects included in the original Master Plan not mentioned in this Master Plan Update have been determined to not be required and therefore are not included in the Capital Improvement Plan.

12. Develop a maintenance program for all areas served by ditches to include routine ditch maintenance and culvert cleaning/maintenance-to also include all Holden Creek culverts at road crossings. (For areas outside of the City Limits, coordinate with Tillamook County for these maintenance activities to occur).

13. Develop and implement new storm drainage regulations which require new development to implement both storm water detention and water quality facilities to help protect the downstream users from increased flooding and to help protect and improve the environment.
14. Institute a System Development Charge for Storm Drainage Improvements Citywide so that all development will pay its fair share of storm drainage improvement costs related to new development
15. Institute a Storm Drainage Maintenance Charge to be assessed to all property on a monthly basis to assist with providing sufficient revenue to properly maintain the storm drainage system.
16. Negotiate an Intergovernmental Agreement with Tillamook County so that a storm water System Development Charge can be implemented across both the City and Tillamook County where drainage facilities will serve areas both in the City and County
17. Coordinate with Tillamook County in encouraging Local Improvement Districts to be formed for the construction of sanitary sewers in areas not currently served.
18. Research existing storm sewer easements to determine which storm sewers outside of public rights-of-way are currently covered.
19. Develop a list of all tide gates which serve areas within the City.
20. Determine if access easements exist for outfall locations. Where they do not negotiate with property owners to acquire these.
21. Investigate the need for improvements to existing drainage ditches serving storm drainage originating within the City Limits but which run outside of the City Limits on private property
22. Assemble and file all public drainage easements at one central location.
23. Coordinate with Tillamook County on a study of the tide gates at the confluence of Holden Creek and the Trask River, and their actual benefits in relation to limiting fish runs in Holden Creek
24. Provide for jurisdictional transfers of drainage facilities between the County and City as necessary to optimize efficiencies in maintenance and operations.
25. Review and revise as necessary the City's process for issuing building permits to mandate that requirements to protect existing City facilities (storm drainage and others) be required to be met and that all City regulations are met

CAPITAL IMPROVEMENT PLAN

The estimated project costs for the construction improvement projects listed above are indicated in Table 1 -Update Area Capital Projects, Table 2-Original Master Plan Capital Projects, and Table 3-DEQ Cross Connection Repair Projects. The tables list unit prices for work included in each project. The project costs include a 25% construction contingency and a 20% Engineering/Legal item to arrive at the total project costs. The unit costs and other costs for the recommended projects are as experienced by recent (2011-2012) ODOT projects, and NW Engineer's experience when these were not available. All costs will need to be increased per the CPI factors as the years go by.

These projects are in no priority order of implementation, but the Holden Creek culvert replacement and culvert maintenance -because of the possibility of flooding damage in those areas- should receive attention as soon as possible. Other projects will be driven by development pressure in the

project's vicinity. The maintenance of the Holden Creek channel and riparian areas and other ditch channels should also receive high priority in that property flooding because of blocked channels and culverts can be significant.

The capital improvement plan costs are summarized below:

• Update Area Capital Projects (Table 1)	\$1,836,750
• Original Master Plan Capital Projects (Table 2)	\$ 768,938
• DEQ Cross Connection Repair Projects (Table 3)	\$ 275,663
• Storm Sewer System Development Charge Study	\$ 20,000
• Storm Drainage Maintenance Charge Study	\$ 7,500

Projects listed above located in roadways may be completed as part of a complete road upgrade project. However, for purposes of this Update, they are assumed to be stand-alone projects.

SYSTEM DEVELOPMENT CHARGE IMPLEMENTATION

For purposes of the System Development Charge Study, which will be based on the recommendations of this Master Plan Update report, the Reimbursement Fee, which is assessed on new development which will use a portion of existing facilities which were designed and installed to accommodate growth, is recommended to be calculated based on the below-indicated percent of the project cost for the following projects:

1. Front Street ODOT storm sewer improvements-25% (completed in 2010)
2. 3rd Street enhancement project storm sewer-25% (under construction)

The Improvement Fee, which is assessed on new development which will use new facilities or improvements to existing facilities which will serve new development and will provide an increase to the facilities' level of performance, is recommended to be calculated based on the percent of project costs of the following projects, as follows:

1. Phase 2 3rd Street project Marolf Loop-WR Loop-50%
2. Dept. of Forestry to Wilson River Loop Int.-25%
3. 3rd Street/Schild Road-25%
4. Brookfield Line-Marolf Loop to Brookfield Meadows-50%
5. Brookfield Storm Sewer-0% (maintenance only)
6. Replacement of Lower Williams Avenue sewer-25%

The above percentage estimates are recommended to be revisited for confirmation during the preparation of the Storm Drainage System Development Charge study.

APPENDIX

25 year Storm Event Model Hydrographs-Existing Conditions

25 year Storm Event Model Hydrographs-Existing Conditions with new Miller Avenue Box Culvert

100 year Storm Event Model Hydrographs-Existing Conditions with new Miller Avenue Box Culvert

Examples of Water Quality Facilities