

**AGENDA**  
**REGULAR CITY OF TILLAMOOK COUNCIL MEETING**  
**~ MONDAY, MAY 21, 2012 AT 7:00 P.M. ~**  
**TILLAMOOK CITY HALL, 210 LAUREL AVENUE**  
**[www.tillamookor.gov](http://www.tillamookor.gov)**

**7:00 P.M. CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**MINUTES:** May 7, 2012 and May 8, 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:** None

**NEW BUSINESS:**

1. Tillamook Farmer's Market Request for Street Closures – Market Manager Jeannell Wyntergreen
2. TRA Request for Street Closure – TRA Board Chair Sue Miller
3. City County IGA for Justice Court to Perform as Municipal Court
4. City TURA IGA for Administrative Services
5. Safeway Demolition Bid Award (Staff recommendation to reject all bids)
6. Right of Way Use Permits
7. Storm Drain Master Plan
8. Notice of Intent for Transportation Grant
9. Performance Compensation for City Manager (will be sent under separate cover)

**PENDING BUSINESS:** None

**LEGISLATIVE:** None

**COUNCIL CONCERNS – Non-Agenda Items**

**MONTHLY REPORTS:**

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

**COMMITTEE REPORTS:**

1. Associations Committee

**STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION:**

1. Charter Communications Upcoming Changes
2. TRA Quarterly Report
3. Tillamook Farmers' Market Reorganization - Copy of letter to TRA

**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 2012:**

1. City Council: Monday, June 4 and June 18, 2012 @ 7:00 p.m.
2. Planning Commission, Thursday, June 7, 2012 @ 7:00 p.m.
3. Tillamook Urban Renewal Agency (TURA): June 13, 2012 @ 5:30 p.m.
4. Beautification Committee: June 12, 2012 @ 10:00 a.m.
5. Public Works Committee: June 14, 2012 @ 10:30 a.m.

**POSTED: May 18, 2012**

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

**CITY OF TILLAMOOK**  
City Hall, 210 Laurel Avenue  
**City Council Meeting Minutes**  
Monday, May 7, 2012

I. **WORKSHOP:** Walk-through of 2101 Fifth Street

II. **WORKSHOP:** Personnel and Property Negotiations

III. **CALL TO ORDER**

Mayor Weber called to order the regular meeting of the Tillamook City Council at 7:05 p.m. on Monday, May 7, 2012 in City Hall at 210 Laurel Avenue in Tillamook, Oregon and lead the Pledge of Allegiance.

IV. **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 Steven Forster  
Councilor John Sandusky  
Councilor Doug Henson

Absent: None

Staff Present:

Paul Wyntergreen, City Manager  
Abigail Donowho, City Recorder

V. **AGENDA**

The posted agenda for the meeting of May 7, 2012 is attached and by this reference is made a part of the record.

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

- a) Special Batch Reports for A/P 05/04/2012 and 05/07/2012 (Exhibit A)
- b) Healthcare Coverage Plan Rate Savings Outline (Exhibit B)
- c) Tsunami Evacuation Drill Update (Exhibit C)
- d) Summary of Beautification Committee meeting (Exhibit D)
- e) Tillamook County Quilt Trail Letter re: TRT funds (Exhibit E)
- f) Letter regarding TRT funds from Dan Biggs of EDC (Exhibit F)
- g) Latimer Quilt and Textile Center Letter re: TRT funds (Exhibit G)
- h) Email from Tilda Jones of TBHEID re: TRT funds (Exhibit H)

VII. **MINUTES**

Council minutes for the meeting of April 16, 2012 were included in Council packets. **Councilor Sandusky moved to approve the minutes for April 16, 2012 as submitted. Councilor Davy seconded. The minutes were approved as submitted unanimously by Council seated.**

VIII. **PROCLAMATION**

**Letter Carrier Annual Food Drive: May 12, 2012--**Mayor Weber noted that this is the 17<sup>th</sup> year the community has participated in this food drive. She read the proclamation and asked that each citizen consider helping care for those less fortunate and add one thing to their shopping cart each shopping trip for donation.

## IX. PRESENTATIONS

**Beautification Award**--**Mayor Weber** presented an award to Darlene Benfield in Ward 1. **Councilor Martin** nominated the Benfield home and stated that it has a very well-maintained yard that continually adds to the beautification of the neighborhood. As the recipient of the April award, Mrs. Benfield will receive up to \$100 off of her water and sewer bill.

X. CITIZENS HEARING/AUDIENCE COMMENTS -- Non Agenda Items: None

## XI. PUBLIC HEARINGS

a) **TURA Plan Amendment**—**Mayor Weber** opened the hearing at 7:12 p.m. **City Manager Wyntergreen** began with a staff report, noting that this hearing is to address an amendment to the original plan that TURA adopted, changing the boundaries and increasing their ability to borrow money for the program. He introduced **Elaine Howard**, a consultant for TURA working on the plan amendment. **Howard** described her work with TURA and the plan amendment. In 2006, the original indebtedness amount did not include the inflation that would occur over the lifetime of the program. The statute for urban renewal was amended in 2009 allowing the Agencies around the state to increase their indebtedness maximum to allow for inflation. **Councilor Henson** asked how the Agency came to decide on additions and deletions to the district. **TURA Chairman Don Hurd** stated they were looking at where they could do some good for the community in conjunction with various funding opportunities. **Mayor Weber** asked for testimony for or against the plans.

**Councilor Sandusky** noted that he is on the Urban Renewal Board as an appointed member. He explained that the process has been worked and changed numerous times with the ultimate idea of doing some good in the City. **Sandusky** believes this amendment will allow TURA to make improvements to help with the City's projects in the future. **Mayor Weber** asked for any other information received. **City Recorder Donowho** stated nothing else had been received. **Councilor Forster** thanked Elaine Howard for her help. **Mayor Weber** thanked the TURA board and Elaine Howard for their hard work and closed the hearing at 7:33p.m.

b) **TRT Program**—**Mayor Weber** opened the hearing for the TRT grant program changes at 7:34 p.m.. **City Manager Wyntergreen** began with a staff report summarizing how the TRT grant program has worked thus far: as an ad-hoc program, not mandated by ordinance or resolution, without rules or guidelines. Both the Finance Committee and Chamber of Commerce have proposed alternatives to the existing grant program. **Wyntergreen** added that comments have been received from the Latimer Quilt and Textile Center to retain the program; TBHEID proposed that TRT be eliminated; Economic Development requested the program be retained. **Mayor Weber** called for testimony for or against any proposed changes to the TRT grant program.

- **Norm Myers** of 2<sup>nd</sup> and Fir in Tillamook suggested the City take the TRT fund percentage allocation back to legislation and ask for a 50/50 split. The area needs the funds in order make a better tourist attraction.
- **Gary Albright** from the Pioneer Museum at 2106 2<sup>nd</sup> stated he could identify with both sides. The museum has benefited from the grants provided through this program. He encouraged the proposal for accumulation in order to do something bigger with the money received. Albright asked that if the Council chooses not to fund individuals, then he would recommend using the tourism dollars toward the Scenic Railroad.
- **Justin Aufdermauer** from the Chamber of Commerce noted he had spoken with many citizens regarding the funds in question and maintains that marketing is important. He has been in conference with the Finance Committee, Mayor and City Manager regarding usage of the funds and believes the Chamber could utilize the funds to promote tourism year-round. He outlined some of the success related to recent Chamber promotion and recommended that the Council consider putting more "heads in beds."
- **Terry Fladstol** spoke on behalf of Tillamook County Quilt Trail stating that they would not have been able to get the program off the ground without the City funding. The money is used toward the design of bringing tourism to Tillamook. The Quilt Trail program is a testimony to how much the grant program has helped bring tourism to the Tillamook area. Their recommendation would be to keep from an absolute "either/or" but utilize a program that will continue to help fund tourism as well as reach some larger goals.
- **Heidi Luquette** from Farmer's Market addressed the Council regarding the Market's letter requesting funds from the City. As a type of welcoming committee for the City, the Market is a great tourist draw. Whether through grants or other arrangements, the Market would like to partner with the City and move forward together.

- **Carla Albright** representing the Bay City Arts Center has been a recipient of the grant for several events and workshops. The Arts Center operates on a miniscule budget, and the grants from the City help keep their programs running..
- **Linda Machuta** spoke on behalf of the Latimer Quilt and Textile Center. She thanked the Council for the support to the Center over the years. Visitor counts have increased 27% since 2009—showing them that the TRT grant money has been a big factor in operating. The TRT funds received are strictly for advertising and tourism promotion. She hopes the TRT funds will continue. Having recently purchased the property from the Pioneer Museum, the Center now has a mortgage to pay as well. She thanked the Council for the support they have given previously.

**Mayor Weber** called for any more testimony. She thanked everyone for their input and noted the Council will begin budget deliberations tomorrow night. The information will impact the decisions for sure. **Mayor Weber** asked the Council for comments. None were made. She closed the hearing at 8:02 p.m.

## XII. NEW BUSINESS

- a.) **Economic Opportunity Analysis Consultant Recommendation**—City Manager Wyntergreen shared that the Council received the \$25K grant for conducting an economic opportunity analysis subject to state regulations. It is a precursor that can lead to changes in economic development, marketing, and more. The study will include more than the City, ranging from the area south of Bay City to Cape Lookout. ECO Northwest was the consultant firm chosen through the interview process. Discussion regarding the scope and purpose of the analysis followed. **Councilor Sandusky moved to adopt the screening committee’s recommendation and direct the City Manager to contract with ECO Northwest for the economic Opportunity Analysis. Councilor Henson seconded. The motion carried unanimously by Council seated. Councilor Davy** asked if this was in line with the Associations’ Committee idea. **Wyntergreen** noted that the AC will be used as the sounding board for a reality test.
- b.) **Consent to sign Ash Street and Second Street Vacation Request**—City Manager Wyntergreen noted that the Adventist Health proposal to purchase the City Shops was contingent on vacation of the block between Ash and Birch. The application will come at a future meeting; however, this consent is the City applying in conjunction with the Hospital for the vacation. **Councilor Sandusky moved to authorize the Mayor sign the consent forms for the vacation as presented. Councilor Henson seconded. Councilor Davy** noted she is disappointed in the view the City will have on Third Street and hopes that the landscaping will improve the façade. **Councilor Henson** confirmed they are required by the planning commission to landscape. **Mayor Weber** suggested the Planning Commission consider the aesthetics in the rules. **Motion carried unanimously by Council seated.**
- c.) **Beautification Committee Recommendation for Showcase**—City Manager Wyntergreen relayed the recommendation from the Beautification Committee regarding an additional opportunity for showcasing floral arrangements in town. Funding for an additional project is available. **Councilor Sandusky** asked for clarification regarding the vision of where the floral arrangement will go. **Mayor Weber** talked about the old fountain at Sue H. Elmore Park, that it could be turned into a flower garden as well as the two pots in front of the Transportation District that are in need of some help. After discussion regarding cost and maintenance, a motion was made as follows: **Councilor Henson moved to ask Hidden Acres to plant and maintain a floral display at Sue H. Elmore Park and in the two pots at the Transportation District, not to exceed a cost of \$1000.00. Councilor Sandusky seconded. Councilor Forster addressed the drainage and maintenance of the new planters. Motion carried five-to-one (5-1), opposing vote cast by Councilor Forster.**
- d.) **Public Works Recommendation to Place a Four-Way Stop at the Intersection of Fourth and Laurel**—City Manager Wyntergreen relayed the original recommendation for the 4-way stop from the Public Works Committee. After much discussion regarding the safety issues, setbacks, vision impairment of the intersection, and emergency vehicle passage, the item was sent back to the Committee with the following motion: **Councilor Harris moved to send the issue back to Public Works Committee for further discussion and research with the Fire District. Councilor Martin seconded. Motion carried unanimously by Council seated.**
- e.) **Budget Committee Membership**—City Manager Wyntergreen clarified that budget law allows the committee to operate on less than a full membership. The quorum numbers are adjusted according to the number of members. No

new applications have been received. It was decided that if any volunteers come forward before the meeting to hold an emergency meeting to appoint new members.

### XIII. LEGISLATIVE

**ORDINANCE #1267-- AN ORDINANCE MAKING CERTAIN DETERMINATION AND FINDINGS RELATED TO AND APPROVING THE THIRD AMENDMENT (SUBSTANTIAL) TO THE TILLAMOOK URBAN RENEWAL PLAN**—City Manager Wyntergreen said that if the first reading is passed tonight, he would start the survey process necessary for completion. Councilor Sandusky moved for the first reading of Ordinance #1267—An Ordinance Making Certain Determination and Findings Related to and Approving the Third Amendment (Substantial) to the Tillamook Urban Renewal Plan by title only. Councilor Davy seconded. The motion carried unanimously by Council seated. City Recorder Donowho gave the first reading of Ordinance #1267 by title only. Wyntergreen noted the County is scheduled to address the amendment on it Wednesday, May 9, 2012.

### XIV. COUNCIL CONCERNS—None

### XV. MONTHLY REPORTS

- a) **Police Chief**—Councilor Forster noted item #2 of Chief Wright’s report regarding candidate testing—there were 44 people in the pool (largest pool to date) and candidates were charged for the written test. It was a great group of people, and five individuals were interviewed, two of which are already certified police officers.
- b) **City Planner**—City Manager Wyntergreen noted that negotiations for building permit fees will be opened with the County.
- c) **Public Works Director Report**—City Manager Wyntergreen added that Third Street project has a pre-construction meeting on Thursday. Bids came back and were under the engineer’s initial estimate.
- d) **Mayor**—Mayor Weber reviewed many activities in the past few weeks: the tree planting at Carnahan Park in memory of Lloyd Fish, the official 250year designation as a Tree City was received. There are changes in the City Hall lobby—a Sister City Display and Tree City information are now prominent. The Goodspeed Park Grand Opening included a tree planting and ribbon cutting for the playground equipment. The Governor did not come to Tillamook—he went to Washington D.C. instead. The opening of the rest stop south of town went well—she recommended a drive through. The Mayor reminded the Council to watch their neighborhoods for more beautification awards. Wards 1 & 2 will have a tsunami drill on May 23, 2012. Budget meetings start May 8, 2012. She also attended meetings in Astoria and Garibaldi. She noted the interesting visit from Mary DiCarlo regarding Tour des Trees. The Mayor was able to give a quick tour of Tillamook and DiCarlo was impressed. The Personnel Committee met this morning and has an item to add to the agenda.

XVI. **OPEN ENROLLMENT DEADLINE—COVERAGE CHANGE REQUEST**—City Manager Wyntergreen noted that Open Enrollment is approaching quickly for the City to respond to CIS regarding which healthcare plan they would like to utilize for the employees. The plans available and savings to the City were discussed at the Personnel Committee meeting. Staff is recommending that the Council approve a move to the Co-Pay Plan C with Regence Blue Cross Blue Shield. Councilor Forster moved to add the CIS coverage plan switch on the agenda. Councilor Sandusky seconded. The motion passed unanimously by Council seated.

Councilor Forster moved to approve the change of insurance plan to the Co-Pay C plan with CIS. Councilor Sandusky seconded. Councilor Davy would like would like more time to think about and discuss the plans for the following year’s health plan. The motion passed unanimously by Council seated.

### XVII. COMMITTEE REPORTS

- a) **Beautification**—Councilor Henson talked about a good meeting regarding the flower basket watering bid and the new parameters this year. The deadline for bids will be May 17, 20102 p.m. The item previously discussed for Hidden Acres to showcase their work was also discussed. He outlined all of the items discussed and reminded the public to keep their lawns mowed.

- b) **Public Works Committee**—**Councilor Harris** reported that the Committee discussed the four-way intersection for Fourth and Laurel. Revenue possibilities for the Sewer Plant are being brainstormed. Complete ideas will be presented over the next few months with numbers and concepts. **Harris** reported that Public Works Director Sullivan shared information regarding the hire coming on board in May and that he comes with a great deal of experience and skill.

**XVIII. 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**

Special Batch 05/01/12	Check #32177	\$ 409.00
Special Batch 05/04/12	Check #32248	\$ 3,620.00
A/P Batch 05/04/12	Checks #32178-32247	\$ 72,857.21
Special Batch 05/07/12	Checks #32249	\$ 24.45

**XIX. ADJOURNMENT**

There being no further business, **Mayor Weber** adjourned the meeting at **8:59 p.m.**

Minutes approved by:

\_\_\_\_\_  
Suzanne Weber, Mayor

\_\_\_\_\_  
Date

Minutes submitted by:

\_\_\_\_\_  
Abigail Donowho, City Recorder

\_\_\_\_\_  
Date

**CITY OF TILLAMOOK  
EMERGENCY SPECIAL CITY COUNCIL MEETING**

**May 8, 2012**

**Members present:**

Mayor Weber  
Councilor Harris  
Councilor Davy  
Councilor Forster  
Councilor Sandusky  
Councilor Henson

**Members absent:** Councilor Martin (Excused)

**Staff present:**

Paul Wyntergreen, City Manager  
Arley Sullivan, Public Works Director  
Abigail Donowho, City Recorder  
Terry Wright, Police Chief  
Jamy Wilson, Finance Officer

**Media present:**

None—Headlight Herald was notified on May 7, 2012 of the special meeting to take place prior to the annual budget meeting for appointment of new committee members.

**Mayor Weber** opened the Emergency Special Council Meeting at 5:20 p.m. on Tuesday, May 8, 2012. She explained that the Council had convened at a special time to appoint a new Budget Committee member.

**Councilor Henson moved to appoint Justin Aufdermauer to the City of Tillamook and TURA Budget Committee. Councilor Davy seconded. The motion carried unanimously by Council seated.**

There being no further special business, **Mayor Weber** adjourned the special session at 4:25 p.m.

Minutes approved by:

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Suzanne Weber, Mayor

Date

Minutes submitted by:

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Abigail Donowho, City Recorder

Date



May 17<sup>th</sup>, 2012

Tillamook City Council  
210 Laurel Avenue,  
Tillamook, Oregon 97141

Honorable Mayor and Councilors,

This is to request Council reauthorization of all of the necessary uses and waivers for the operation of the Tillamook Farmers' Market during our 2012 season from June 16<sup>th</sup> to September 29<sup>th</sup>. This request matches the authorizations received in previous years with the exception that we would like to add a provision in this year's resolution that would allow for a five-year authorization recognizing that the dates will be different each year.

The authorizations that would be included under this request are:

- The closure of Laurel Avenue, between 1<sup>st</sup> and 3<sup>rd</sup> Streets and the east end of 2<sup>nd</sup> Street as it intersects Laurel from 7:00 A.M. and 3:00 P.M. on every Saturday between the above dates.
- Access to, and use of, the City Hall parking lot for handicapped parking to the extent parking does not interfere with the Tillamook County Transit District buses or police use.
- Permission to use the office in the Transit Center for Market operations.
- Allowance for barricades to be set at the entrances from 1<sup>st</sup> Street and 3<sup>rd</sup> Street onto Laurel and on 2<sup>nd</sup> Street in line with the John Davy Memorial Tree. All barricades will be set according to City regulations.
- Permission for vendors to sell goods in the public right-of-way and to arrive prior to 9:00 A.M. to set up their displays. All vendors will be required to clean their area after the closing of the Market each Saturday at 2:00 P.M.
- Permission to locate directional sandwich board signs and four freestanding/banner signs announcing the Market around the community and waiver of affiliated permit fees.
- Waiver of the business license requirements of Ordinance No.1173 for activities associated with the Tillamook Farmers' Market. The Farmers' Market shall purchase an umbrella Business License on behalf of all vendors. All participants in the Farmers' Market shall obtain the appropriate approvals and licenses from the Tillamook County Health Department prior to the sale of their products and such licenses shall accompany each vendor's application to the Farmers' Market.

As part of this authorization request, the Tillamook Farmers' Market agrees to pay the City of Tillamook an electricity fee based upon documented past kilowatt hour usage (450 hours) charged at the current rate, which we calculate to be \$28.55 for the 2012 season, payable by June 30, 2012.



Also, the Farmers' Market agrees to provide the City of Tillamook with a copy of our 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 as part of their vendor application. All coverage that is applicable to the Tillamook Farmers' Market will also be applicable to additional insured parties during market hours.

We look forward to an exciting and wonderful summer season,

Sincerely,

A handwritten signature in black ink, appearing to read "John Lee", is written over a large, stylized, light-colored flourish.

John Lee, Chairperson  
on behalf of the Tillamook Farmers' Market Board of Directors



## Debbi Reeves

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**From:** Public Market <publicmarket2st@yahoo.com>  
**Sent:** Thursday, May 17, 2012 12:21 AM  
**To:** Debbi Reeves  
**Subject:** TRA Quarterly Report and a request  
**Attachments:** Farmers' Market request.pdf; TRA ORGANIZTIONAL CHART.pdf; Quarterly report for city.pdf

Deb,

Attached you will find the pieces for the Tillamook Revitalization Association's quarterly report for the city council meeting.

Also, Sue Miller, board chair for Second Street Public Market, would like to be put on the agenda. The market will be requesting that Second Street between Pacific and Main be closed off for a Saturday event. We have already talked to Chief Wright and recieved his support. Now we need to ask the "big guns".

Thanks much!  
Chris Kell

2nd Street Public Market  
2003 Second St., Tillamook, OR 97141  
503-842-9797  
[www.secondstreetpublicmarket.com](http://www.secondstreetpublicmarket.com)

Date: May 26<sup>th</sup>, 2012  
Time: Most of the day

## Abigail Donowho

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**To:** City Council  
**Cc:** Paul Wyntergreen; Terry Wright  
**Subject:** Municipal Court Change Proposal  
**Attachments:** Intergovernmental Agreement (Proposed Final Draft).pdf

Dear Mayor and Council:

First, I would like to apologize for the lack of communication regarding the Municipal Court change proposal. Timing has not been in our favor as we have been in conversation with the County to answer as many questions as possible in order to present a fully informed proposal, as well as the budget season timeline. My initial hope was to present the information in April but that did not pan out. Please accept my apologies and review the attached information. I encourage you to come to me with any questions regarding the proposal—I am happy to explain any part of the process.

As noted last night in our first budget meeting, the Municipal Court is not meeting costs with revenue. Currently, the court is operating on a deficit for budgeted funds. The fixed annual cost for Municipal Court is about \$60,000 (clerk salary, benefits, administrative costs, and contract for the judge). Fine revenue is down and we are not meeting our fixed costs at this point.

As our court clerk announced her retirement in August, we found it a good time to review any options we might have to meet the budget. We have had a few information gathering meetings with Judge Lemery, future Judge Stevens, and Police Chief Wright. Tactically and financially speaking it does make sense to consolidate the service to one court. Oregon law allows for an automatic 50/50 percentage split on collections, and the proposed IGA also stipulates that we review the finances again this September as well as next spring before budget season in order to make sure our percentages are accurately reflecting the workload and revenue received appropriately. It is understood that fines and revenues will go up in the future when we have more police staff to enforce City Ordinances.

The move would ensure the City is still receiving revenue for the work done, but cuts our expenses dramatically. It would also eliminate a lot of the administrative work in City Hall (cutting the clerk position as Lynda retires) and any time spend on customer service for court purposes. We would still review the income reports in order to ensure the numbers are fair, and likely have to maintain one computer terminal and license for reinstatements on accounts that we will be required to release (any account already in collections remains 100% City revenue when collected). We will maintain one the Majic Software system in order to reinstate licenses and apply funds from Credits, Inc. that continue to be collected and sent directly to the City. Richard Chaves (administrator of Majic Software) has offered us access to the software without updates (as they won't be necessary) for half the cost the first year. After the first year, he will look at our usage and adjust the fees accordingly. This was a very generous offer by Mr. Chaves considering we believed we'd pay a full rate for one user. This will cost about \$1000 per year, hopefully less in the future once they are able to ascertain that we will not utilize the program very often.

Please review the attached IGA proposal. It has been reviewed by me, Paul, Chief Wright, Judge Lemery, and County Counsel Bill Sargent. At this point we believe we have a workable solution and would ask the Council to approve consolidation of the courts. This is addressed in the City Charter, so no amendment would be necessary. Judge Lemery and our Court Clerk Lynda Casey will be in attendance at the May 21<sup>st</sup> Council Meeting to answer any questions you may have at that time. I would encourage, however, that if you have questions, please give me a call, stop by, or email me in the interim. Again, our intent was not to leave the Council out of the loop in this process, but to have full details when the information came forward.

Thank you for your consideration and understanding.  
Abby Donowho

## Intergovernmental Agreement for Judicial Services

This intergovernmental agreement is entered into between Tillamook County, a political subdivision of the State of Oregon, (“the County”) and the City of Tillamook, a municipal corporation of the State of Oregon (“the City”).

**Purpose of Agreement:** This Agreement seeks to consolidate the City’s Municipal Court with the County’s Justice Court to improve services to the public, improve efficiencies, and provide for one traffic court rather than two traffic courts in the City.

### **Recitals:**

1. ORS Chapter 190 expresses State policy to encourage local governments to enter into intergovernmental agreements to improve public services, improve efficiencies, and streamline governmental operations and services to the public.
2. Both the Justice Court and the Municipal Court have jurisdiction over traffic violations within the City. City officers cite violations into both courts, depending on whether the offense occurs within or outside the city limits.
3. The Justice Court now has exclusive jurisdiction over minor in possession of alcohol and possession of less than an ounce of marijuana violations written in the City by City police officers. The parties had agreed to this process when it became apparent that the City would not receive any proceeds of any fines on these offenses, given the requirements of State law.
4. The Justice of the Peace and the Municipal Judge are pro tem judges in the other court.
5. Both courts utilize the same ticket processing software managed and supported by the same vendor, Chaves Consulting, which operates “Majic” software. The data bases of each court are now readable by court staff in the other court.
6. Both courts utilize the same contractor for debt collection services.
7. Both courts utilize the City-County telephone system.
8. It is no longer economically feasible for the City to operate its own court system, given City Police staffing levels and recent changes in ticket fine distributions, as enacted by the Oregon Legislative Assembly.
9. Both courts utilize the same fine schedule established by the Chief Justice of the Oregon Supreme Court.
10. The courts operate across the street from each other. Having two traffic courts so close in proximity is often confusing to members of the public seeking to contact one of the two courts.
11. Having two courts with jurisdiction over traffic matters is often confusing to City police officers, who now have to determine the location of the violation in relation to the City limits.

12. The City would enjoy cost savings in that the City would no longer have to contract the services of the Municipal Judge, employ a court clerk, and administer the files and finances of the Municipal Court.
13. Consolidation of the Municipal Court into the Justice Court would resolve these issues and concerns, and provide for the expeditious and efficient administration of justice.
14. The value of services of the Municipal Judge has been approximately \$8,000 annually. These services will now be an additional obligation and duty of the Justice of the Peace.

**The parties AGREE:**

1. **Consolidation:** The Municipal Court will be consolidated into the Justice Court, effective July 1, 2012.
2. **Judge:** The Justice of the Peace shall be the Municipal Judge of the City, and shall exercise the powers and duties of the Municipal Judge as provided in Oregon law, including the 1999 City of Tillamook Charter, chapter 5, section 25. Thus, the City Council will no longer appoint a municipal judge. (The Justice of the Peace is elected by the voters of Tillamook County and, if there is a vacancy, the office can also be filled either by election or by appointment of the Governor of Oregon.)
3. **Jurisdiction:**
  - a. The Justice Court shall have jurisdiction over state law traffic violations, City ordinance violations and other matters that would come before the Municipal Judge.
  - b. Starting in June, 2012, City officers will begin citing defendants into Justice Court, with court dates and times in accordance with Justice Court processes and dockets. The first such court date for City officer tickets will be in July, 2012.
4. **Accounts Receivable:** All accounts receivable, except accounts already in collections, of the Municipal Court will be transferred to the Justice Court, and become assets of the Justice Court as of July 1, 2012. All funds received on those accounts will be collected by Justice Court, which will be responsible for posting those payments to the correct account. Collected funds will be deposited into the Justice Court account with the County Treasurer, and disbursed on a monthly basis as part of the Justice Court turnover report. Justice Court will send the Oregon Driver and Motor Vehicle services division (DMV) the appropriate reinstatement order on suspended drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.
5. **Accounts in Collections:**
  - a. All accounts of the Municipal Court assigned to the Court's collection agency, Credits, Inc., of Hermiston, Oregon, before July 1, 2012 will remain assets of the City of Tillamook. Funds collected by Credits, Inc. will be sent to the City which will be responsible for posting those payments to the correct account; collected funds will be deposited into the City of Tillamook's account. The City will send the Oregon Driver and Motor Vehicle services division (DMV) the appropriate reinstatement order on suspended

drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.

- b. All accounts of the Municipal Court assigned to the Court's Collection agency, Credits, Inc., of Hermiston, Oregon on or after July 1, 2012 will be transferred to the Justice Court and become assets of the Justice Court. Funds collected by Credits, Inc. for previous Municipal Court accounts assigned to collection after this date will be sent to the Justice Court account with the County Treasurer, and disbursed on a monthly basis as part of the Justice Court turnover report. Justice Court will send the Oregon Driver and Motor Vehicle Services Division (DMV) the appropriate reinstatement order on suspended drivers' licenses and otherwise act as the court which has driver license suspension and reinstatement authority over the account.

6. **Files:**

- a. The City shall retain physical possession of files where the accounts are assigned to Credits, Inc. and files where the ticket has been adjudicated, but there are amounts owing.
- b. If a file is needed by Justice Court, then the City will provide that paperwork to Justice Court, or otherwise make it available. The parties recognize that the electronic data regarding these files is available in the Majic software system.
- c. The City will enjoy access to Justice Court's Majic data and paper files, at no charge.
- d. The parties will collaborate and share data on tickets, revenue, accounts receivable, distribution, and the like. From time to time, the parties shall review processes and accounting methodologies and other systems so the parties can properly evaluate and modify this relationship.

7. **City Share of Fines Collected:**

- a. Under Oregon Law and without an intergovernmental agreement to the contrary, the normal disbursement of a city's portion of a Justice Court violation would normally be the net 50% of the fine. ORS 153.645. A traffic court in Oregon now has to pay the State the first \$60 collected on a traffic fine (2011 House Bill 2712, Section 6B).
- b. The parties recognize that the Legislature can change this formula by amending the statute and revising the statutory scheme on revenue distribution for local courts. The Legislature has made recent changes to this scheme in both 2012 and 2013. Those recent changes are not advantageous to local governments.
- c. The parties agree to initially utilize this allocation of revenue (the "50/50 split") except for those monies collected via the collections agency as stated in section 5a.
- d. However, the parties recognize that this intergovernmental agreement has a number of variables, including the number of tickets written, the staffing levels of the City police department, the added costs of time, energy and workload of the Justice Court, additional time and responsibility of the Justice of the Peace, software transitions and changes, and related issues and questions.

- e. Each session of the Legislature in recent years has resulted in new systems and rules of fines and allocation of traffic court revenue.
  - f. Thus, the parties intend to revisit and renegotiate the percentage of net revenue. This review will first occur in September, 2012, then prior to the adoption of both government's fiscal year 2013-2014 budgets, and at least annually thereafter. The review and discussion will consider the spreadsheets and reports of the Justice Court and all related data.
  - g. The remaining percentage of the net revenue (the other 50%) will be distributed monthly to the County Treasurer as part of the Justice Court turnover report, and become revenue to the County's general fund.
  - h. The City will be provided a copy of the Justice Court turnover reports and any other data the City requests or needs in order to evaluate and assess this relationship.
8. **Termination:** This agreement may be terminated at any time by either party, upon receipt of a written notice of termination, not less than 60 days prior to the termination date. Accounts receivable that have become the assets of Justice Court shall remain with Justice Court.
  9. **Savings Clause:** In the event that a court of competent jurisdiction shall find any aspect or provision of this agreement contrary to law or otherwise unenforceable, all other aspects of this agreement shall continue in full force and effect.
  10. **Integration:** This agreement is the full and complete agreement of the parties regarding judicial services between the City and the County. Any other aspect of the agreement must be in writing and signed by both parties.
  11. **Choice of law, Venue for Litigation:** The choice of law for interpretation and enforcement of this agreement shall be the laws of the State of Oregon. The appropriate venue for any litigation regarding this agreement shall be the Circuit Court of the State of Oregon for Tillamook County.
  12. **Effective Date:** This agreement becomes effective the date on which the second signing party to this agreement approves this agreement. The transfer of jurisdiction shall occur July 1, 2012.

**THE CITY OF TILLAMOOK, OREGON**

Approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Suzanne Weber, Mayor

Attest:

\_\_\_\_\_  
Abigail Donowho, City Recorder

**TILLAMOOK COUNTY, OREGON**

\_\_\_\_\_  
Neal C. Lemery  
Justice of the Peace

\_\_\_\_\_  
Date

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012.

BOARD OF COUNTY COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
Tim Josi, Chairperson

\_\_\_\_  \_\_\_\_  \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Mark Labhart, Vice-Chairperson

\_\_\_\_  \_\_\_\_  \_\_\_\_/\_\_\_\_

\_\_\_\_\_  
Charles J. Hurliman, Commissioner

\_\_\_\_  \_\_\_\_  \_\_\_\_/\_\_\_\_

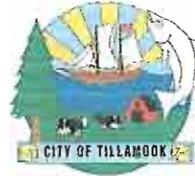
ATTEST: Tassi O'Neil, County Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Special Deputy

\_\_\_\_\_  
William K. Sargent, County Counsel

# Memorandum



**To:** City Manager Paul Wyntergreen  
**From:** Executive Assistant Debbi Reeves   
**Date:** 5/16/2012  
**Re:** City TURA Intergovernmental Agreement (IGA)

---

At the May 9<sup>th</sup> TURA Board meeting there was a motion to accept the attached City TURA IGA for Administrative Services. The only changes to the agreement are:

- 1) Page 2 - "Whereas, the City and the Agency have been under an IGA since November 2, 2009 and wish to continue the IGA", and
- 2) Page 5 #13 - the IGA has been extended for a period of 5 years, until July 1, 2017

The original IGA was approved to form by the City Attorney and TURA Attorney, therefore that signature line has been deleted. A copy is attached for reference.

If the City Council is in agreement with the TURA Board of Directors the Mayor and the TURA Chairman will need to sign. Please let me know if there are any questions.

Thank you.

Debbi

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TILLAMOOK  
AND THE TILLAMOOK URBAN RENEWAL AGENCY RELATING TO SERVICES  
TO BE PROVIDED BY THE CITY OF TILLAMOOK TO THE TILLAMOOK URBAN  
RENEWAL AGENCY**

**PARTIES:**

**THIS INTERGROVERNMENTAL AGREEMENT (IGA)** is entered into between the **City of Tillamook (CITY)**, an Oregon Municipal Corporation, and the **Tillamook Urban Renewal Agency (AGENCY)**, the duly authorized and acting urban renewal agency for the **CITY**, created pursuant to ORS 457.035 through ORS 457.460.

**RECITALS:**

**Whereas**, by Tillamook Revised Code (TRC) Article 2.24, the **CITY** activated the urban renewal agency for the **CITY** pursuant to ORS 457.035; and

**Whereas**, the **AGENCY** is public body, corporate and politic, exercising its powers to engage in urban renewal activity as authorized by ORS Chapter 457; and

**Whereas**, the **AGENCY** has developed the Tillamook Urban Renewal Plan (**PLAN**), as approved by the **City** by adoption of Ordinance No. 1215 which Plan is recorded in the Records of Tillamook County, Oregon as Document No. 2006-010495; and

**Whereas**, the **AGENCY** has engaged in, and will be engaging in, redevelopment activities to carry out the **PLAN**; and

**Whereas**, the **CITY** has experience in the provision of the administrative services for local governments and in planning and constructing public improvements and desires, pursuant to ORS 457.320, to assist the **AGENCY** in the planning and carrying out of the **PLAN** by providing administrative services necessary and proper for carrying out the **AGENCY'S** functions and the **PLAN**; and

**Whereas**, ORS 190.010 and ORS 457.320 authorize the **CITY** and the **AGENCY** to enter into an intergovernmental agreement whereby the **CITY** may provide administrative services to the **AGENCY**; and

**Whereas**, the **CITY** and the **AGENCY** wish to clarify the relationship between the **CITY** and the **AGENCY** with respect to administrative services to be provided by the **CITY** to **AGENCY**, and **AGENCY'S** obligation to pay the **CITY** for those services; and

**Whereas**, the CITY, if requested by the AGENCY, wish to clarify the role of CITY staff performing administrative services to the AGENCY, and the respective responsibilities of the CITY and AGENCY to supervise and manage such staff: and

**Whereas, the CITY and the AGENCY have been under an IGA since November 2, 2009 and wish to continue the IGA,**

**NOW THEREFORE, THE CITY AND AGENCY (THE PARTIES) AGREE AS FOLLOWS:**

- 1. General Duties of the City.** The CITY shall provide administrative services to the AGENCY to undertake urban renewal activity as set forth in the adopted Plan, including, but not limited to: staff support for public meetings, including preparation of meeting notices, agendas and minutes; budget preparation and oversight; accounting and fund management and annual audit; human resources, payroll, and benefits administration; contract procurement and administration. In so doing, the CITY shall provide such services in compliance with the laws of the State of Oregon, and in accordance with the Plan and this IGA. The parties may amend the scope of the CITY'S services to the AGENCY under this IGA by mutual agreement.
  
- 2. General Statement of Consideration.** The AGENCY shall reimburse the CITY for all reasonable costs incurred by the CITY in providing administrative services pursuant to this IGA, in an annual amount agreed to by both parties. On or before the second Thursday of each month of each year of the term of this IGA, the CITY shall provide to the AGENCY, a statement of expenditures made by the CITY in providing administrative services pursuant to this IGA. Payment shall be made by the AGENCY on a monthly basis with payment in full for services received on or before the second Thursday of each month.
  
- 3. Detailed Statement of Personnel Services and Payment.** In accordance with paragraphs 1 and 2 of this IGA the following subparagraphs detail the Personnel Services and payment arrangements under this IGA;
  - 3.1. Employee Status.** CITY staff assigned to the AGENCY will be employees of the CITY assigned to support and implement the AGENCY Plan as directed by the AGENCY. The CITY Manager has final and exclusive authority over decisions to hire, fire, and discipline CITY staff employed by the CITY and assigned to support and implement the AGENCY Plan, and to make annual

performance reviews of such staff, unless they are under separate contract with the Agency.

**3.2. Charges to AGENCY for Services.** Charges to AGENCY for services will be based on the CITY'S cost allocation plan, annual budget, or such other documentation acceptable to the AGENCY. Such charges may include, but not be limited to;

**3.2.1.** Project Construction Management;

**3.2.2.** Engineering services;

**3.2.3.** Contract Preparation and Insurance services;

**3.2.4.** Office of the City Manager, City Manager, and Finance and Information Services and costs:

**3.3 AGENCY Payment for Direct Overhead Charges.** AGENCY agrees to pay the CITY for direct overhead charges. Direct overhead charges are based on specific AGENCY cost drivers, such as square footage occupancy, number of personal computers, number of employees, and other allocation methods as may be developed in the future. The direct overhead charges to AGENCY will be allocated in the same manner as the allocation to CITY departments.

**3.4 AGENCY Payment for Indirect Overhead Charges.** AGENCY agrees to pay CITY for indirect overhead charges. Indirect overhead charges allocate basic overhead costs such as accounting, payroll, accounts payable, budget preparation, human resources, and organizational administration and are based on the CITY'S budgeted appropriations in support of AGENCY.

**3.5 Allocation of Overhead Charges.** Both direct and indirect overhead charges will be allocated in the same manner as the allocation to other CITY departments.

**4. CITY to Process and Administer AGENCY Contracts.** At the AGENCY'S direction, CITY will be responsible for processing the solicitation, award and the administration of any contract entered into with any independent contractors or

consultants hired or retained on behalf of AGENCY, provided that all forms of solicitation for contracts and the form of any contract will be approved in advance by the AGENCY Chair and AGENCY Legal Counsel. All invoices submitted for payment pursuant to AGENCY contracts will be approved prior to payment by the AGENCY Chair.

5. **Detailed Statement of Financial Services.** Without limiting the general CITY duties stated under paragraph 1 above, the CITY shall manage the AGENCY funds using the following procedures, as may be amended or supplemented by AGENCY Board action from time to time.

- 5.1 The AGENCY shall maintain one or more checking or savings/investment accounts with the financial institution of the AGENCY's choice to hold the assets of its General Fund.

- 5.2 The AGENCY shall maintain one Local Government Investment Pool (LGIP) account into which all urban renewal tax proceeds will be deposited by the Tillamook County Treasurer, and from which all debt of the AGENCY will be paid. This account will hold the assets of the AGENCY's Tax Increment Fund.

- 5.3 All checks or other forms of withdrawal from the AGENCY account will require two signatures; the signature of an authorized AGENCY Board member and the City designee. No account will be opened or closed without AGENCY Board Resolution.

- 5.4 The CITY designee will provide a monthly reconciliation of all AGENCY accounts to the AGENCY Board, and prepare and distribute to the AGENCY Board a monthly expense and balance sheet for AGENCY Board approval unless AGENCY requests otherwise or contracts outside CITY for financial services.

6. **Coordination of Improvement Work.** AGENCY will coordinate with the CITY regarding any improvements or work done in CITY owned right-of-way.
7. **Permits and Fees.** AGENCY will be responsible for obtaining any permits and paying any standard fees for any construction projects, planning review, engineering review or other aspects of land use applications, the same as any other landowner or developer or as negotiated by CITY and AGENCY.

- 8. Improvement Maintenance Agreements.** If AGENCY constructs public improvements that AGENCY expects the CITY to own and/or maintain after construction is completed, the parties shall first enter into an improvement agreement spelling out the terms under which the CITY will accept the improvement for public maintenance.
- 9. Provision of Information for CITY Report.** AGENCY will cooperate with providing all necessary financial information to the CITY for the CITY to include in its Comprehensive Annual Financial Report (CAFR).
- 10. Selection of Debt Issuance and Audit Professional.** The AGENCY will select its own bond counsel and financial advisor for debt issuance for the AGENCY, after consulting with the CITY. The AGENCY agrees to use the same provider of audit services as the CITY.
- 11. Legal Services.** Legal services for the AGENCY will be provided by legal counsel of the AGENCY's choice, at AGENCY's cost, which cost is not included in the IGA.
- 12. Cooperation.** The City Manager and the AGENCY Chair shall be responsible for working cooperatively to assure compliance with this IGA.
- 13. Term and Termination.** This IGA shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until **July 1, 2017** unless sooner terminated as provided herein. This IGA may be terminated at any time by either party by giving the other party not less than thirty (30) days notice, in writing, of that party's intent to terminate this IGA.
- 14. Indemnification.** CITY agrees to save, defend, and hold the AGENCY harmless from all claims, suits, or actions of whatever nature that arise out of or result from negligent or intentional acts of the CITY's officials, employees, and agents providing service to the AGENCY pursuant to this IGA.
- 15. Insurance.** CITY shall maintain in force, workers' compensation insurance for all covered workers providing service to AGENCY in compliance with ORS 656.017, and general liability insurance in amounts not less than the tort claim limitations of the Oregon Tort Claims Act.
- 16. Modification.** This IGA may not be altered, modified, supplemented, or amended in any manner, except as authorized by this agreement, or by mutual agreement which shall be in writing. The amendment to this agreement will become effective sixty (60) days after the request and this agreement will be modified to reflect that change. Any such

alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for specific purpose given, and shall be valid and binding only if signed by the parties.

**17. Waiver.** No provision of this IGA may be waived except in writing by the party waiving compliance. No waiver of any provision of the IGA shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this IGA shall not operate as a waiver of such provision or of any other provision.

**18. Severability.** The parties agree that if any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term of provision held to be invalid.

**19. Entire Agreement.** This IGA sets forth the entire understanding between the parties with respect to the subject matter of this IGA, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.**

CITY OF TILLAMOOK

TILLAMOOK URBAN RENEWAL AGENCY

by \_\_\_\_\_ by \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TILLAMOOK  
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9. **Provision of Information for CITY Report.** AGENCY will cooperate with providing all necessary financial information to the CITY for the CITY to include in its Comprehensive Annual Financial Report (CAFR).
10. **Selection of Debt Issuance and Audit Professional.** The AGENCY will select its own bond counsel and financial advisor for debt issuance for the AGENCY, after consulting with the CITY. The AGENCY agrees to use the same provider of audit services as the CITY.
11. **Legal Services.** Legal services for the AGENCY will be provided by legal counsel of the AGENCY's choice, at AGENCY's cost, which cost is not included in the IGA.  
~~However, the CITY will administer the AGENCY'S contact for legal services pursuant to the IGA.~~
12. **Cooperation.** The City Manager and the AGENCY Chair shall be responsible for working cooperatively to assure compliance with this IGA.
13. **Term and Termination.** This IGA shall become effective upon the date of the last signature hereon, and shall continue in full force and effect until July 1, 2012 unless sooner terminated as provided herein. This IGA may be terminated at any time by either party by giving the other party not less than thirty (30) days notice, in writing, of that party's intent to terminate this IGA.
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15. **Insurance.** CITY shall maintain in force, workers' compensation insurance for all covered workers providing service to AGENCY in compliance with ORS 656.017, and general liability insurance in amounts not less than the tort claim limitations of the Oregon Tort Claims Act.
16. **Modification.** This IGA may not be altered, modified, supplemented, or amended in any manner, ~~whatsoever except by mutual agreement of the parties in writing.~~ except as authorized by this agreement, or by mutual agreement which shall be in writing.

The amendment to this agreement will become effective sixty (60) days after the request and this agreement will be modified to reflect that change. Any such alteration, modification, supplementation, or amendment, if made, shall be effective only in the specific instance and for specific purpose given, and shall be valid and binding only if signed by the parties.

17. **Waiver.** No provision of this IGA may be waived except in writing by the party waiving compliance. No waiver of any provision of the IGA shall constitute waiver of any other provision, whether similar or not, nor shall any one waiver constitute a continuing waiver. Failure to enforce any provision of this IGA shall not operate as a waiver of such provision or of any other provision.

18. **Severability.** The parties agree that if any term or provision of this IGA is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be effected, and the rights and obligations of the parties shall be construed and enforced as if the IGA did not contain the particular term of provision held to be invalid.

19. **Entire Agreement.** This IGA sets forth the entire understanding between the parties with respect to the subject matter of this IGA, and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

Dated this 2nd day of Nov, 2009.

CITY OF TILLAMOOK

TILLAMOOK URBAN RENEWAL AGENCY

by Robert McMeekin

by Paul Hank

Title: Mayor

Title: Chairman

Approved as to form:

Approved as to form:

JK Pulma  
City Attorney

Jeanette M. Lane  
Agency Legal Counsel



## **CITY OF TILLAMOOK INVITATION TO BIDDERS**

The City of Tillamook, Oregon will receive bids until Thursday, April 26th, 2012, 2:00 p.m. for demolition of the Old Safeway Store, 955 N. Main Avenue in Tillamook. Bid opening will be at 2:30 p.m. the same day. Bid award will take place after the May 7<sup>th</sup> City Council meeting.

Demolition includes removal of the structure, miscellaneous debris associated with the structure, and all foundations and slabs. This work is referred to Schedule A. The property behind the existing sidewalks and planter strips with curb is to be graded to a level, yet drainable, condition with at least eight inches of clean dirt to allow for plantings. Saw cut and leave in place a strip of existing asphalt on the northwest side of the property along with all existing lighting stanchions (See attached site drawing for light stanchions to remain.) This second part is referred to as Schedule B. The project is to be bid by Schedule and may be awarded by Schedule; however, a combined Schedule price may be proposed that reflects the award of both schedules to the same bidder. Reduced non-scalable blueprints are also attached with scalable full-sized versions available at the City Offices. Bids shall include the disposal of debris. Contractor shall have salvage rights. Clean topsoil is to replace all asphalt areas that are removed to a depth of 8". The work shall be completed within 30 calendar days from the date of the contract.

The Contractor shall be responsible for all utility disconnections. The building may have asbestos materials inside; however, the existence, quantity, and location of any materials made from asbestos are unknown to the city. The age of the structure is 32 years, and it is known that asbestos was commonly used in building materials during that time. If involved, removal and disposal of asbestos materials must meet all federal, state, and local requirements. The contractor is responsible for all notifications and fees for the demolition and asbestos removal, if applicable.

Bids are to be addressed to the City Manager and mailed or delivered to the City of Tillamook, 210 Laurel Ave., Tillamook, OR. 97141, Attention: Arley Sullivan.

Bids shall be identified on the exterior of the sealed envelope with all the information required by law, including the name of the project and the bidder's name, address and license number, expiration date and classification.

The successful bidder will not be required to furnish a Performance and Payment Bond. Payment shall be for the entire contract amount after completion and acceptance. (See 5.1)

The Owner reserves the right to waive any irregularities or reject any or all bids.

Further information may be obtained from the Public Works Director, Arley Sullivan. Telephone: 503-842-2472 ext. 3446.

CITY OF TILLAMOOK

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
FOR DEMOLITION PROJECT

SECTION A

1. Defined Terms:

- 1.1. The term "City" means the Owner, the City of Tillamook.
- 1.2. The term "Bidder" means one who submits a Bid directly to the City, as distinct from a sub bidder who submits a bid to a Bidder.
- 1.3. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom the City shall make an award of the Contract.
- 1.4. The term "Bidding Documents" includes the Advertisement, these Instructions, the Bid Form, and the proposed Contract Documents.
- 1.5. The term "Engineer" means the Public Works Director or the Director's designee assigned to this project as the Contract Administrator.

2. Qualifications of Bidders:

- 2.1. Bidders must be licensed contractors in the State of Oregon.
- 2.2. Each Bidder must submit a one-page summary of the Bidder's qualifications to perform the work requested and be prepared to submit upon request such written evidence as may be requested to further demonstrate those Bidders qualifications to perform the Work. Such evidence may include such as: financial data, previous experience and references, present commitments, and proposed contractors and suppliers. By submitting a bid, the Bidder certifies that he has the proper license to do the work within and/or for the City of Tillamook, including contractors and business license.

3. Examination of the Contract Documents and Project Sites:

- 3.1 It is the responsibility of the Bidder to:
  1. Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding

conditions that may affect the cost, progress, performance or furnishing of the work,

2. Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the Work,
  3. Study and carefully correlate the Bidders observations with the Contract Documents, and
  4. Notify the Engineer of all conflicts, errors or discrepancies found in the Contract Documents.
- 3.2. The submission of a bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this section, that without exception, the bid is premised upon performance and furnishing the work required by the Contract Documents, using the products, means, methods, techniques, sequences and/or procedures contained therein, and that the Contract Documents are sufficient in scope and detail and convey understanding of all terms and conditions for performance and furnishing the Work.

#### 4. Bid Form:

- 4.1. The Bid Form is included in the Bidding Documents.
- 4.2. All blanks on the Bid Form must be completed, either in ink or typewritten.
- 4.3. Bids by corporations must be executed in the corporate name by the President or Vice-President, or other corporate officer, when proper authorization to sign is attached to the bid.
- 4.4. Bids by a partnership must be signed by all partners.

#### 5. Bonds:

- 5.1. Due to the dollar amount of the contract and time for construction, no bonds will be required for the project. However, no payment shall be made to the contractor until the project is completed and accepted by the Owner. Should the project be delayed for some reason that is not the fault of the Contractor, a performance bond for the remainder of the work may be submitted and payment made.

#### 6. Signing of the Agreement:

- 6.1. When the City submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the

Agreement to the City, accompanied by a certificate of insurance. The City, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

#### 7. Notice of Award:

- 7.1. The City may give the Successful Bidder a Notice of Award at any time within 20 days from the date of opening of bids. The Successful Bidder shall begin the work no less than twenty days from the receipt of the Notice of Award or no less than ten days from the date of his receipt of the fully executed agreement, whichever is later.

#### 8. Indemnity

- 8.1 The contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

#### 9. Insurance

- 9.1 The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Indemnity. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below: COVERAGES	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$300,000 each occurrence \$300,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$300,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

CITY OF TILLAMOOK  
PROPOSAL FOR THE DEMOLITION PROJECT

SECTION B

\_\_\_\_\_  
Name of Bidder

In compliance with your legal Notice to Bidders for the City of Tillamook Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of \_\_\_\_\_, or a partnership of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR BUILDING DEMOLITION, INCLUDING ASBESTOS REMOVAL

Schedule A

\$ \_\_\_\_\_

Schedule B

\$ \_\_\_\_\_

Schedules A & B (single award)

\$ \_\_\_\_\_

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) TWENTY (20) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY:

\_\_\_\_\_

Contractor's Name:

\_\_\_\_\_

Seal--if bid is by a corporation.

SECTION C  
CITY OF TILLAMOOK  
FOR DEMOLITION PROJECT  
CONSTRUCTION CONTRACT

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the City of, Tillamook hereinafter referred to as the "City" and \_\_\_\_\_ hereinafter referred to as the "Contractor," witnesses that the City and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Work (as more fully described in the attached Bid documents):

- 1.1. The work is generally described as building demolition, asbestos removal (if applicable) of old Safeway building (Schedule A) and grading of site, behind the existing sidewalk and planter strip with curb, with a minimum of eight (8) inches of topsoil (clean dirt) with the exception of saw cutting and leaving in place a strip of existing asphalt on the northeast side of the property and six lighting stanchions are to remain (Schedule B). (See site drawing.) The Contractor shall furnish all labor and materials and debris removal necessary to facilitate the Project as described in the Contract documents.

2. Engineer:

- 2.1. The Project has been initiated by the Public Works Director who is hereinafter referred to as the "Engineer," and who is to act as the City's representative, assume all duties and responsibilities and have the rights and authority assigned to the Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

3. Contract Time:

- 3.1. The work will be completed within 30 calendar days from the date of the Contract.

4. Contract Price and Payment Procedures:

- 4.1. The City shall pay the Contractor for completion of the work in accordance with the Contract Documents in current funds, as follows:
- 4.2. The Contractor shall submit an application for payment at the completion of the work. Applications will be processed by the Engineer, and upon determining the Contractor's satisfactory completion of the work in accordance with the Contract Documents, the City will make payment within thirty (30) days from the request for payment.

5. Other Considerations:

- 5.1. IN WITNESS WHEREOF, the City and the Contractor have signed this AGREEMENT in duplicate. One counterpart each has been delivered to the City and the Contractor.
- 5.2. This AGREEMENT will be effective upon its signing of each party thereto and will be binding until the acceptance by the City of all the work therein.
- 5.3 See EXHIBIT #1 GENERAL PROVISIONS

CITY OF TILLAMOOK

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for giving Notices:

City of Tillamook \_\_\_\_\_

210 Laurel Ave. \_\_\_\_\_

Tillamook, OR 97141

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Arley Sullivan**

---

**To:** Paul Wyntergreen  
**Subject:** 30 Day Bid Extension

Hi Paul,

I have contacted the three bidders for the Safeway Demo. Project.  
The results for a 30 day extension inquiry are:

	<u>Schedule A</u>	<u>Schedule B</u>	<u>Total Bid</u>
Earthworks Excavation: Agreed to honor their bid for 30 days.	\$341,750.00	\$154,157.00	\$489,750.00
Averill Trucking: Agreed to honor their bid for 30 days.	\$138,000.00	\$103,000.00	\$241,000.00
Custom Excavating: Agreed to honor their bid for 30 days.	\$243,000.00	\$354,000.00	\$577,000.00

Counting from today's date Monday, June 4, 2012 will be the 31<sup>st</sup> calendar day.

Thank You,  
Arley

CITY OF TILLAMOOK  
PROPOSAL FOR THE DEMOLITION PROJECT

SECTION B

Enterprises N.W. Inc dba EARTH WORKS EXCAVATION  
Name of Bidder

In compliance with your legal Notice to Bidders for the City of Tillamook Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of Oregon, or a partnership of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR BUILDING DEMOLITION, INCLUDING ASBESTOS REMOVAL

Schedule A  
\$ 341,750.00  
Schedule B  
\$ 154,167.50  
Schedules A & B (single award)  
\$ 489,750.00

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) TWENTY (20) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: Bill Howard PRES

Contractor's Name: Bill Howard

Seal--if bid is by a corporation.

CITY OF TILLAMOOK  
PROPOSAL FOR THE DEMOLITION PROJECT

SECTION B

DON G. AVERILL  
Name of Bidder

In compliance with your legal Notice to Bidders for the City of Tillamook Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of OREGON, or a partnership of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_, of the City of TILLAMOOK, State of OREGON, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR BUILDING DEMOLITION, INCLUDING ASBESTOS REMOVAL

Schedule A  
\$ 138,000 + <sup>B</sup> 103,000 EST. BY TWIN = \$ 241,000 ]  
Schedule B  
\$ \*15/YD DIRT \*7/YD ASPHALT REMOVAL / SEED PER CITY REQUIREMENTS  
Schedules A & B (single award)  
\$ \_\_\_\_\_

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) TWENTY (20) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: Don G. Averill

Contractor's Name:  
DON G. AVERILL

Seal--if bid is by a corporation.

CITY OF TILLAMOOK  
PROPOSAL FOR THE DEMOLITION PROJECT

SECTION B

Custom Excavating By Dean Larson Inc.  
Name of Bidder

In compliance with your legal Notice to Bidders for the City of Tillamook Demolition Project, the undersigned bidder, a corporation organized and existing under the laws of the State of Oregon, or a partnership of \_\_\_\_\_ or an individual doing business as \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, having examined the specifications and contract forms thereto attached, and being fully advised as to the extent and character of the work to be performed, and the equipment to be furnished, hereby proposed to furnish all labor, tools, material, plant and equipment necessary for the Project.

The undersigned further proposes to perform all work and furnish all equipment in accordance with the specifications and contract stipulations thereof, within the time limit specified, for the price so stated below.

TOTAL BID PRICE FOR BUILDING DEMOLITION, INCLUDING ASBESTOS REMOVAL

Schedule A  
\$ 243,000  
Schedule B  
\$ 354,000  
Schedules A & B (single award)  
\$ 577,000

BIDDER understands that the City reserves the right to reject any or all bids and to waive any informality in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of FIFTEEN (15) TWENTY (20) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will execute the formal contract attached within FIVE (5) days and deliver insurance coverage as required by the Instructions to Bidders.

BY: Dean Larson

Contractor's Name:

Custom Excavating by  
Dean Larson Inc.

Seal—if bid is by a corporation.

**DATE:** April 25, 2012

**TO:** Interested Parties

**FROM:** Sheila Lyons, P.E.  
 Bicycle and Pedestrian Program Manager

Pat Fisher  
 Transportation Enhancement Program Manager



**SUBJECT:** TE – OBPAC Combined Solicitation 2012

**The Oregon Bicycle and Pedestrian Program and Transportation Enhancement Program are accepting project proposals.** The total amount available is approximately \$20,000,000. All the materials needed to apply are available online at [http://www.oregon.gov/ODOT/TD/AT/TE\\_OBPAC.shtml](http://www.oregon.gov/ODOT/TD/AT/TE_OBPAC.shtml). Paper copies of the application materials can be obtained by contacting this office.

**Please read the following information carefully before applying;**

This is a COMBINED SOLICITATION and a TWO STAGE APPLICATION PROCESS. Only one Notice of Intent is required to apply to BOTH PROGRAMS. Notices of Intent questionnaires (NOIs) must be post marked or delivered by hand or by e-mail by 5pm, June 6, 2012. A Notice of Intent questionnaire must be submitted to be eligible for funding.

All types of work previously eligible in either the TE or Pedestrian and Bicycle programs are eligible in this combined solicitation, including non-bicycle and pedestrian TE activities.

**Who May Apply:**

Any tax funded agency or ODOT office may apply. Applicants must be able to enter into an Intergovernmental Agreement with ODOT. Private entities or non-profit organizations may apply as co-applicants, in partnership with a public agency. The number of applications per jurisdiction is as follows:

Type of Applicant	Population	No. of Applications
Federal Agency or Indian Tribe	Not Applicable	1 per ODOT District
State Agency including ODOT		
District or local agency other than city or county		
City Government	<50,000	1
County Government (based on unincorporated population)	50,001 – 100,000	2
	100,001 – 300,000	3
	>300,000	4

Co-Applicants

The limits above apply to primary applicants. In addition to the limits above, applicants may also be a co-applicant on one other applicant's proposal.

## Project Requirements

### Project Costs

There is no maximum grant amount per project. Minimum project costs will be as follows:

<b>Bike and Ped Facilities In Street Right-of-way</b>	<b>All Other</b>
None	\$200,000

### Matching Funds

All proposals require a local match. **The minimum local match is 10.27% of the total project cost.** In-kind matches must be approved prior to award. Match specifics will be addressed in detail in stage two of the solicitation process.

### Eligible Projects

Eligible project types are as follows:

- Bicycle and pedestrian infrastructure
- Safety and educational activities for pedestrians and bicyclists
- Scenic or historic site acquisition (including easements)
- Scenic or historic highway programs (including welcome centers)
- Landscaping and scenic beautification
- Historic preservation
- Historic transportation facility rehabilitation or preservation (including railroads and canals)
- Abandoned railway corridor preservation.
- Outdoor advertising inventory control or removal
- Archaeological planning and research
- Environmental mitigation: highway runoff or wildlife crossings
- Transportation Museums

The goal of this new process is to solicit SOLUTION driven proposals. Strong proposals will identify a problem and propose a high quality solution. Proposed solutions will be evaluated based on benefits to the multi-modal transportation system, to the community, individual users or the environment. Bicycle and pedestrian infrastructure proposals must meet design requirements in the Oregon Bicycle and Pedestrian Design Guide, 2011 edition. Projects that do not support or result from existing planning efforts, or that have only localized benefits will not compete well.

### **Timeline**

There is now ONE application process for BOTH programs. It's a TWO STAGE application process. Notice of Intent (NOI) questionnaires are submitted in STAGE ONE.

**NOI's are due by 5pm, June 6, 2012.**

The TE and OBPAC committees will jointly evaluate the NOIs using the Combined TE-OBPAC 2012 Project Solicitation Goals and the Evaluation Factors (see the web site or paper application packet for the goals and evaluation factors.) NOIs selected by the joint committee will INVITED to APPLY (stage two). ODOT Active Transportation staff will assist successful NOI applicants to develop complete applications in stage two. Applications will be by INVITATION ONLY, based on NOI selection. Applications will be due in December 2012. The joint TE and OBPAC committees will recommend final awards for Oregon Transportation Commission (OTC) approval. TE and OBPAC projects will be awarded in EARLY 2013. Money will be available based on funding program fiscal cycles and is dependant on the funding awarded.

**Contact Information**

Sheila Lyons  
Pedestrian and Bicycle Program  
503-986-3555  
[sheila.a.lyons@odot.state.or.us](mailto:sheila.a.lyons@odot.state.or.us)

Pat Fisher  
Transportation Enhancement Program  
503-986-3528  
[patricia.r.fisher@odot.state.or.us](mailto:patricia.r.fisher@odot.state.or.us)

cc: ODOT District, Area & Region Managers & ODOT Planners  
League of Oregon Cities  
Association of Oregon Counties  
DLCD TGM Program  
ACTS Oregon  
Local COG's & MPO's  
Governor's Economic Revitalization Team  
Oregon Downtown Development Association  
Oregon Ports  
Oregon Tribes  
Scenic Byway Proponents  
Rodger Roper – OPRD  
OBPAC  
TE Committee

murals were still prohibited by the City and Wyntergreen explained the Comprehensive Plan does ban murals at this time but the plan is being updated and this will change soon.

- c) **Oregon Coast Scenic Railroad:** Chairman Hurd has sent an email and project scope to the TURA Attorney but we have heard nothing back. Hurd explained the city is having problems with email and we just found out the email did not go through, therefore nothing will be done on this issue for now.

7. **New Business:**

- a) **2012-2013 Budget:** Wyntergreen that Tuesday, May 15, 2012 will be the full budget committee meeting. He went over the draft budget explaining a 3% increase, which is conservative. He went over the budget lines and the changes. He explained debt service, cash carry-over, and potential refunds from ODOT. He went over general fund expenditures, which are down this year as the Plan Amendment consulting costs were on last year's budget. He noted this year the

- b) **City TURA IGA Renewal**

- c) **1<sup>st</sup> Street Parking Lot Permanent Number Request**

- d) **TE-OBPAC Combined Solicitation 2012 Grant Opportunity:** Wyntergreen over the list of eligible projects on the TE-OBPAC grant letter commenting these were projects TURA may be interested in. There was discussion of the projects and ideas of projects. Phase 2 of the 3<sup>rd</sup> Street Enhancement Project was discussed. Pedestrian improvements on Meadow Avenue were discussed. Pedestrian improvements near Liberty School were discussed. Wyntergreen mentioned these are federal dollars therefore small projects are not normally funded. There would be a 10.27 matching contribution for any project. This grant would pay for sidewalks and curbs for Phase 2 of the 3<sup>rd</sup> Street project but there would be no funding for paving. There was more discussion about Phase 2. There was discussion about historical preservation, Hoquarton, and Front Street in Tillamook history. Wyntergreen mentioned the current plans involving this area in the Parks and Recreation Master Plan that is being developed and the plans for improvements during the ODOT Hwy 101/US 6 intersection project. Wyntergreen spoke of the enhancement of the historic portion of Front Street and Hoquarton. Hurd noted that Phase 2 of 3<sup>rd</sup> Street could be funded easily because the engineering portion is completed. Hurd also mentioned that to be true to downtown, TURA would look at Front Street. There was discussion of the park plans for Front Street, which include a walking path on the water and the possibility of a walking path from Goodspeed Park, across the old railroad bridge on Hwy 6 to Hoquarton Park and down to the Schmidt property. The consensus of the board was to proceed with plans for Front Street enhancement for the Notice of Intent for the grant. Wyntergreen will work on the project. He noted this type of grant comes around every two years.

Reeves noted the Historic Preservation invitation to a meeting in Astoria on May 11, 2012.

Wyntergreen will work on a potential project list for the next agenda. He asked the board to email him with any ideas they may have for the list.

Agency Board Members :

Don Hurd: Chairman; Vice Chair: Carolyn Decker  
Cheryl Davy, John Sandusky, Alene Allen, Lynda Casey, Dave Schrom  
Administrator: Paul Wyntergreen, Executive Assistant: Debbi Reeves

**ORDINANCE NO. 1204**

**AN ORDINANCE OF THE CITY OF TILLAMOOK  
ADOPTING A STORM WATER DRAINAGE  
MASTER PLAN**

**WHEREAS**, the City of Tillamook, Oregon lies at or near the confluence of several surface water bodies, which comprise a substantial portion of the Tillamook Bay basin. The City sits at a relatively low elevation adjacent to these surface waters, and there is a close interrelationship between manmade facilities and the naturally occurring waterways, and

**WHEREAS**, the city has evolved over many decades, there have been many relatively small, localized storm water systems developed to convey storm runoff to one or more of these bodies. In many cases, there may not have been much strategic planning to develop those systems within the context of providing the best functional values to the City as a whole. There also does not appear to have been much consideration given to the possible effects of municipal development on the quality of the storm water that is being regularly discharged into those water bodies, and

**WHEREAS**, in the modern era, however, it has become necessary for Tillamook to address the effects of its municipal storm water discharges on stream water quality. The impetus for this change in priorities is the federal Clean Water Act, as implemented through the authority of the Oregon Department of Environmental Quality (DEQ), and

**WHEREAS**, in addition to addressing water quality concerns, the City also desires to evaluate its existing storm water conveyance infrastructure and to develop a Master Plan for the ultimate build out of the City's storm water facilities. This Master Plan, therefore, addresses the conveyance capacities and efficiencies of its existing and future facilities, and it also addresses the diverse water quality issues that have been raised by DEQ and other entities, and

**WHEREAS**, the Master Plan provides a comprehensive, integrated "roadmap" for the City to follow in implementing improved storm water controls and conveyance systems. This roadmap contains both steps the city can take in the near future, such as operational changes affecting existing systems, and longer term solutions such as Capital Improvements that will result in improving storm water quality as time progresses.

**NOW, THEREFORE**, based on the foregoing, the City of Tillamook ordains as follows:

**Section 1: The Storm Water Drainage Master Plan document prepared for the City of Tillamook by the LDC Design Group, Inc. dated October 2004 along with any subsequent amendments is hereby adopted and incorporated hereto by reference.**

**PASSED FIRST READING** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**PASSED SECOND READING** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Recorder

# Storm Drainage Master Plan Update

City of Tillamook, Oregon

May 16, 2012



Prepared By



"Your success is our design"

Preparation of this report was funded in part from Oregon Lottery proceeds with a technical assistance award from the Water/Wastewater Financing Program administered by the Oregon Business Development Department.

NW Engineers Project No. N0173

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## Appendices:

Hydraulic Model Hydrographs-Existing Conditions, 25-Year Storm Event

Hydraulic Model Hydrographs-Existing Conditions, 25-Year Storm Event with  
Miller Avenue Culvert Replaced

Hydraulic Model Hydrographs-100-Year Storm Event with Miller Avenue Culvert  
Replaced

## **FOR FINAL APPROVAL**

### **AUTHORIZATION**

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 where 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 3<sup>rd</sup> 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. See Exhibit 3 which illustrates the storm drainage systems in the areas covered in this Update. 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 the 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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, Marolf 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. 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. 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, Marolf 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.

### 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 3<sup>rd</sup> 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 <sup>th</sup> 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 12<sup>th</sup> and Elm are higher than expected in the absence of cross connections. This being said, the outfalls at the end of Williams and Meadow Avenues have been visited as a part of this Master Plan Update study and no

evidence of sewage flows in them or evidence of sanitary waste in or near the outfalls were 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 12<sup>th</sup> 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 12<sup>th</sup> and Elm and the other at a manhole near 9<sup>th</sup> 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 IN THE UPDATE AREA**

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. 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.

## 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. These new storm sewers will flow either to Highway 6 (for property on the north side of the drainage divide paralleling 3<sup>rd</sup> 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 limit, 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. 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 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.

The improvements recommended in the Update area plus downstream areas of Holden Creek 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 3<sup>rd</sup> Street storm sewer project-from just west of Marolf Loop to just west of Wilson River Loop
3. Construct a new storm sewer in 3<sup>rd</sup> Street from the east side of the Department of Forestry (beginning at the ditch) westerly in 3<sup>rd</sup> 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 3<sup>rd</sup> Street.
4. Construct a new storm sewer in 3<sup>rd</sup> 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 and large log from one of these culverts.
10. 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. 8<sup>th</sup> 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.

11. 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).

12. 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.
13. 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
14. 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.
15. 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
16. Coordinate with Tillamook County in encouraging Local Improvement Districts to be formed for the construction of sanitary sewers in areas not currently served. 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.
17. Assemble and file all public drainage easements at one central location.
18. 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
19. Provide for jurisdictional transfers of drainage facilities between the County and City as necessary to optimize efficiencies in maintenance and operations.

The estimated project costs for these construction improvement projects 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 that was 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 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 Holden Creek and other ditch channels should also receive high priority in that property flooding because of blocked channels and culverts can be significant.

## **CAPITAL IMPROVEMENT PLAN SUMMARY**

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  |



## 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

**Stormwater MP-2012-existing**

Type IA 24-hr 25-year Rainfall=5.90"

Prepared by NW Engineers

Page 1

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3/29/2012

**Pond 2P: Trask River Rd culvert**

Inflow Area = 460.500 ac, Inflow Depth > 2.96" for 25-year event  
 Inflow = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af  
 Outflow = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af, Atten= 0%, Lag= 0.0 min  
 Primary = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Peak Elev= 66.53' @ 10.01 hrs

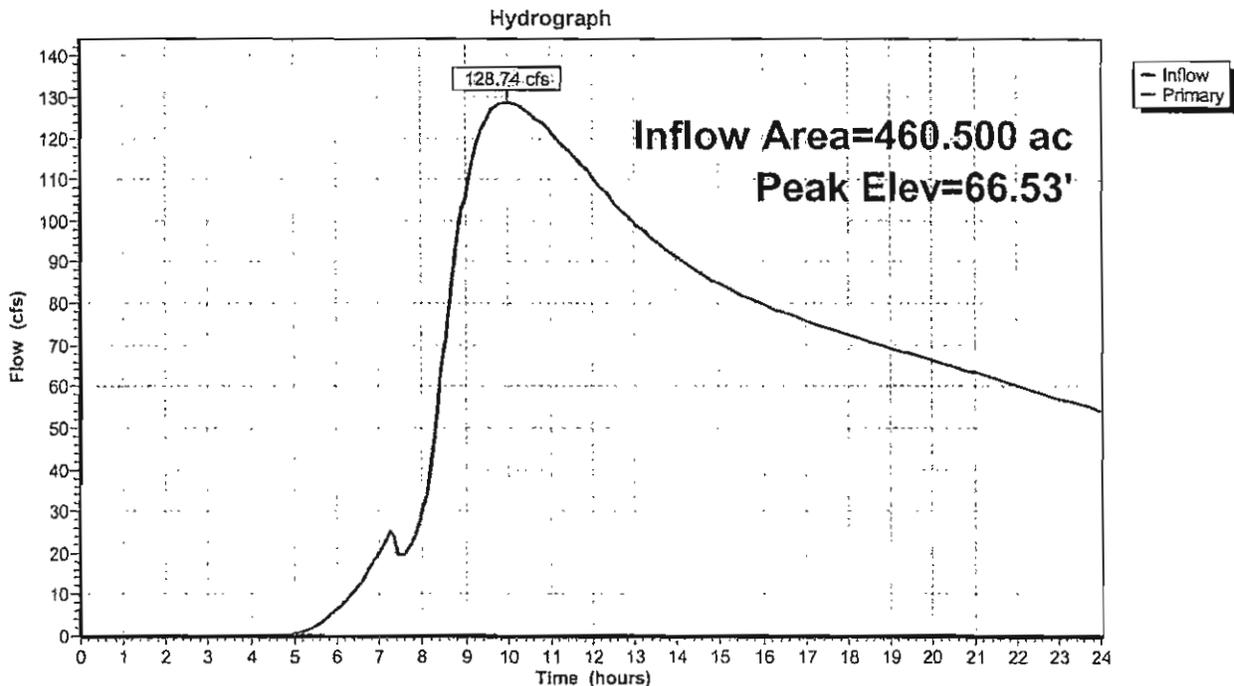
Flood Elev= 68.00' = top of roadway (typ.)

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	<b>4.00' W x 3.00' H x 50.0' long Culvert X 0.80</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 60.80' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	61.50'	<b>36.0" x 50.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 61.30' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal

Primary OutFlow Max=128.73 cfs @ 10.01 hrs HW=66.53' (Free Discharge)

- 1=Culvert (Barrel Controls 78.53 cfs @ 6.54 fps)
- 2=Culvert (Barrel Controls 50.20 cfs @ 7.10 fps)

**Pond 2P: Trask River Rd culvert**



**Stormwater MP-2012-existing**

Type IA 24-hr 25-year Rainfall=5.90"

Prepared by NW Engineers

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3/29/2012

**Pond 4P: McCormick culvert**

Inflow Area = 675.000 ac, Inflow Depth > 3.12" for 25-year event  
Inflow = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af  
Outflow = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af, Atten= 0%, Lag= 0.0 min  
Primary = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af

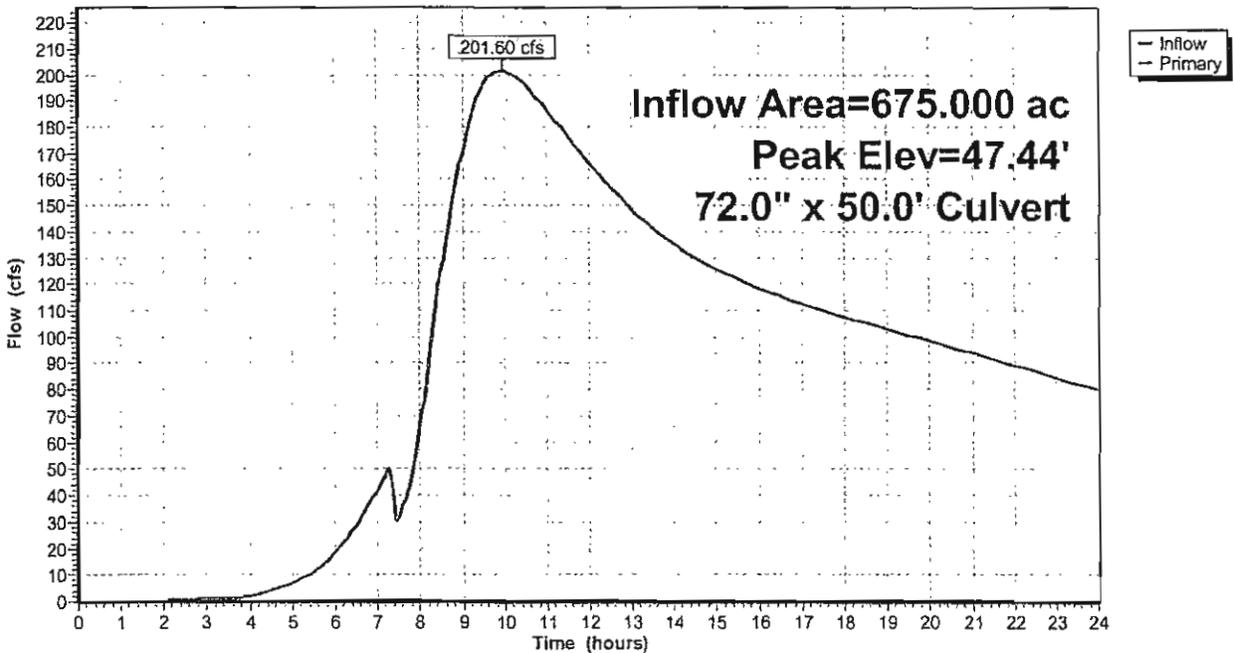
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 47.44' @ 9.96 hrs  
Flood Elev= 50.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	41.50'	72.0" x 50.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 41.00' S= 0.0100 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

Primary OutFlow Max=201.59 cfs @ 9.96 hrs HW=47.44' (Free Discharge)  
1=Culvert (Barrel Controls 201.59 cfs @ 8.95 fps)

**Pond 4P: McCormick culvert**

Hydrograph



**Stormwater MP-2012-existing**

Type IA 24-hr 25-year Rainfall=5.90"

Prepared by NW Engineers

Page 3

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3/29/2012

**Pond 6P: Marolf culvert**

Inflow Area = 907.000 ac, Inflow Depth > 3.12" for 25-year event  
Inflow = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af  
Outflow = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af, Atten= 0%, Lag= 0.0 min  
Primary = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af

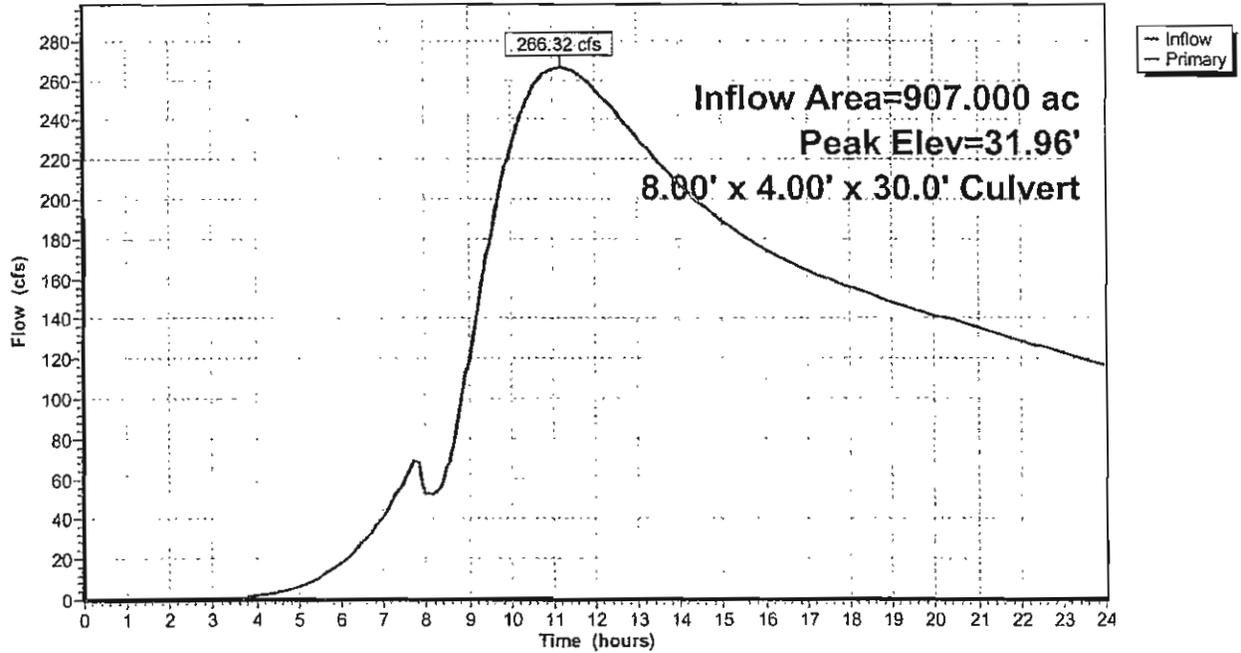
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 31.96' @ 11.17 hrs  
Flood Elev= 32.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	26.50'	<b>8.00' W x 4.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet Invert= 26.25' S= 0.0083 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=266.32 cfs @ 11.17 hrs HW=31.96' (Free Discharge)  
↑1=Culvert (Barrel Controls 266.32 cfs @ 8.32 fps)

**Pond 6P: Marolf culvert**

Hydrograph



**Stormwater MP-2012-existing**

Prepared by NW Engineers

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Type IA 24-hr 25-year Rainfall=5.90"

Page 4

3/29/2012

**Pond 8P: Murray culvert**

Inflow Area = 1,079.500 ac, Inflow Depth > 3.26" for 25-year event  
Inflow = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af  
Outflow = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af, Atten= 0%, Lag= 0.0 min  
Primary = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 24.34' @ 11.62 hrs  
Flood Elev= 23.00'

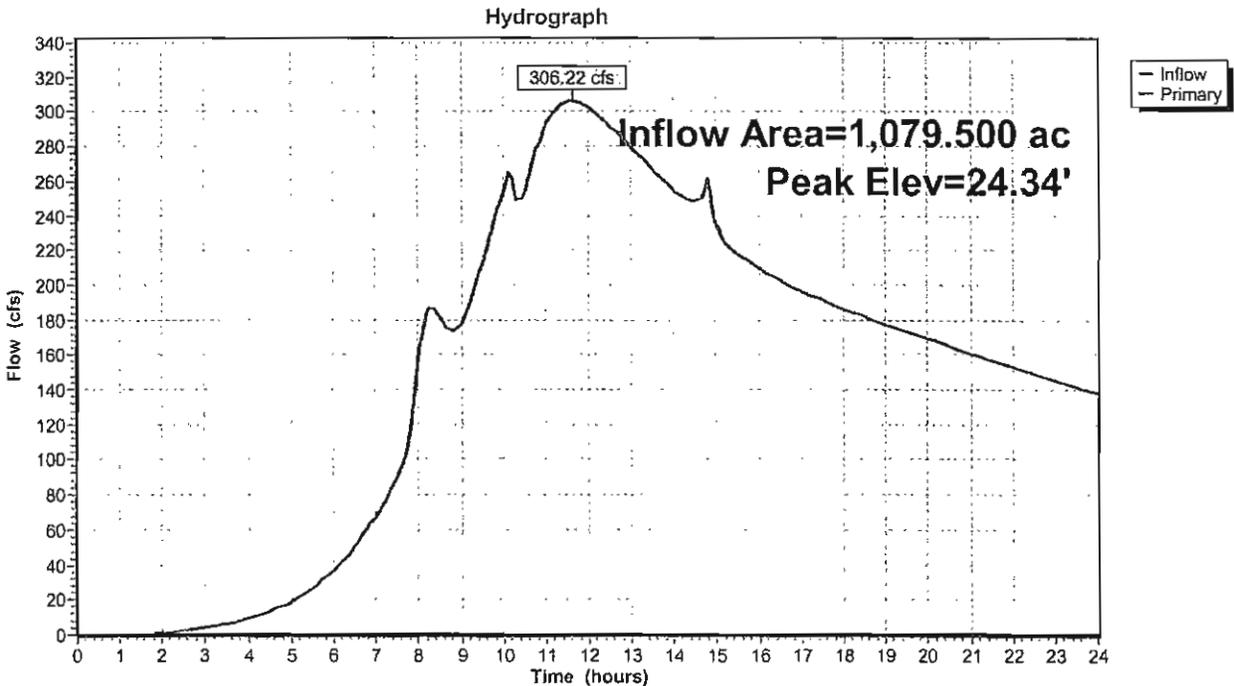
Device	Routing	Invert	Outlet Devices
#1	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 '/ Cc= 0.900 n= 0.021 Corrugated metal
#2	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, end-section conforming to fill, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 '/ Cc= 0.900 n= 0.021 Corrugated metal

**Primary OutFlow** Max=306.21 cfs @ 11.62 hrs HW=24.34' (Free Discharge)

1=Culvert (Barrel Controls 153.10 cfs @ 9.63 fps)

2=Culvert (Barrel Controls 153.10 cfs @ 9.63 fps)

**Pond 8P: Murray culvert**



**Pond 10P: Evergreen culvert**

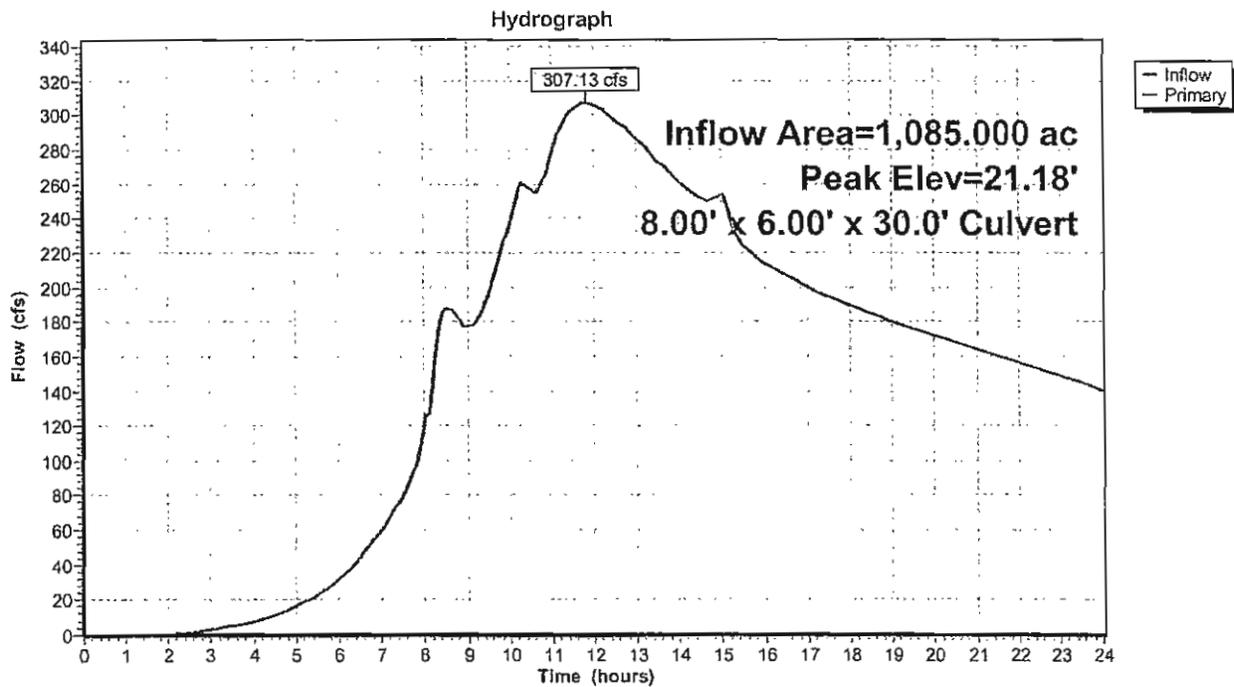
Inflow Area = 1,085.000 ac, Inflow Depth > 3.23" for 25-year event  
 Inflow = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af  
 Outflow = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af, Atten= 0%, Lag= 0.0 min  
 Primary = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 21.18' @ 11.83 hrs  
 Flood Elev= 23.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	15.00'	<b>8.00' W x 6.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet Invert= 14.90' S= 0.0033 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=307.11 cfs @ 11.83 hrs HW=21.18' (Free Discharge)  
 ↑**1=Culvert** (Barrel Controls 307.11 cfs @ 8.28 fps)

**Pond 10P: Evergreen culvert**



**Stormwater MP-2012-existing**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 12P: Logyard culvert E**

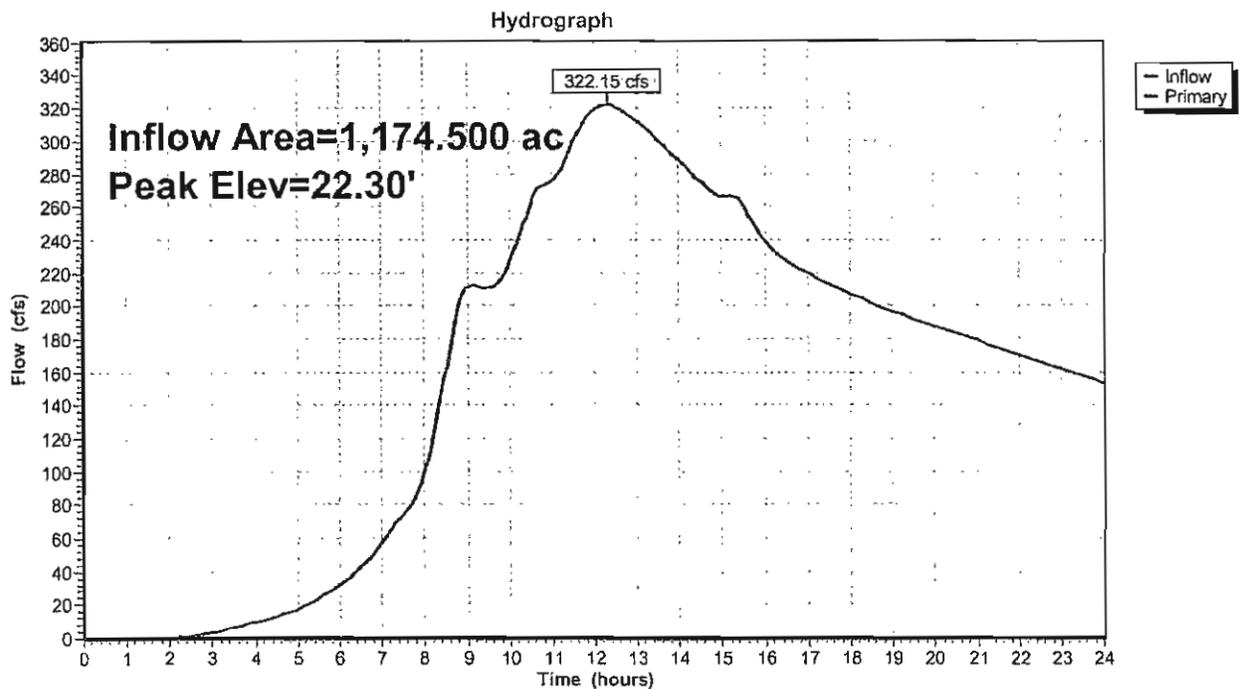
Inflow Area = 1,174.500 ac, Inflow Depth > 3.18" for 25-year event  
 Inflow = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af  
 Outflow = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af, Atten= 0%, Lag= 0.0 min  
 Primary = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 22.30' @ 12.30 hrs  
 Flood Elev= 22.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	14.00'	60.0" x 50.0' long Culvert CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 13.80' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	14.50'	54.0" x 50.0' long Culvert CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 14.30' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal

Primary OutFlow Max=322.15 cfs @ 12.30 hrs HW=22.30' (Free Discharge)  
 1=Culvert (Inlet Controls 179.74 cfs @ 9.15 fps)  
 2=Culvert (Inlet Controls 142.41 cfs @ 8.95 fps)

**Pond 12P: Logyard culvert E**



**Stormwater MP-2012-existing**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 14P: Logyard culvert W**

Inflow Area = 1,174.500 ac, Inflow Depth > 3.16" for 25-year event  
Inflow = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af  
Outflow = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af, Atten= 0%, Lag= 0.0 min  
Primary = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 24.67' @ 12.39 hrs  
Flood Elev= 22.00'

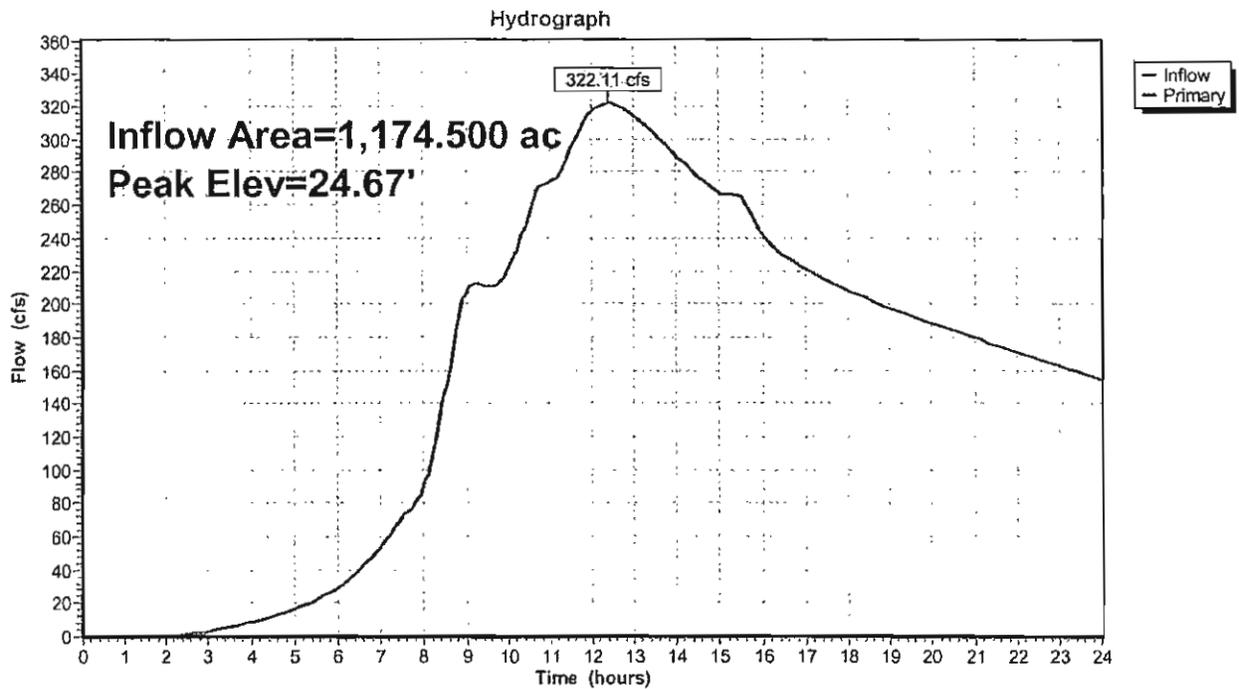
Device	Routing	Invert	Outlet Devices
#1	Primary	13.50'	<b>60.0" x 300.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet invert= 13.00' S= 0.0017 '/ Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	13.50'	<b>60.0" x 300.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 13.00' S= 0.0017 '/ Cc= 0.900 n= 0.030 Corrugated metal

Primary OutFlow Max=322.10 cfs @ 12.39 hrs HW=24.66' (Free Discharge)

1=Culvert (Barrel Controls 172.26 cfs @ 8.77 fps)

2=Culvert (Barrel Controls 149.84 cfs @ 7.63 fps)

**Pond 14P: Logyard culvert W**



**Stormwater MP-2012-existing**

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Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 16P: Miller culvert**

Inflow Area = 1,297.500 ac, Inflow Depth > 3.20" for 25-year event  
 Inflow = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af  
 Outflow = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af, Atten= 0%, Lag= 0.0 min  
 Primary = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af

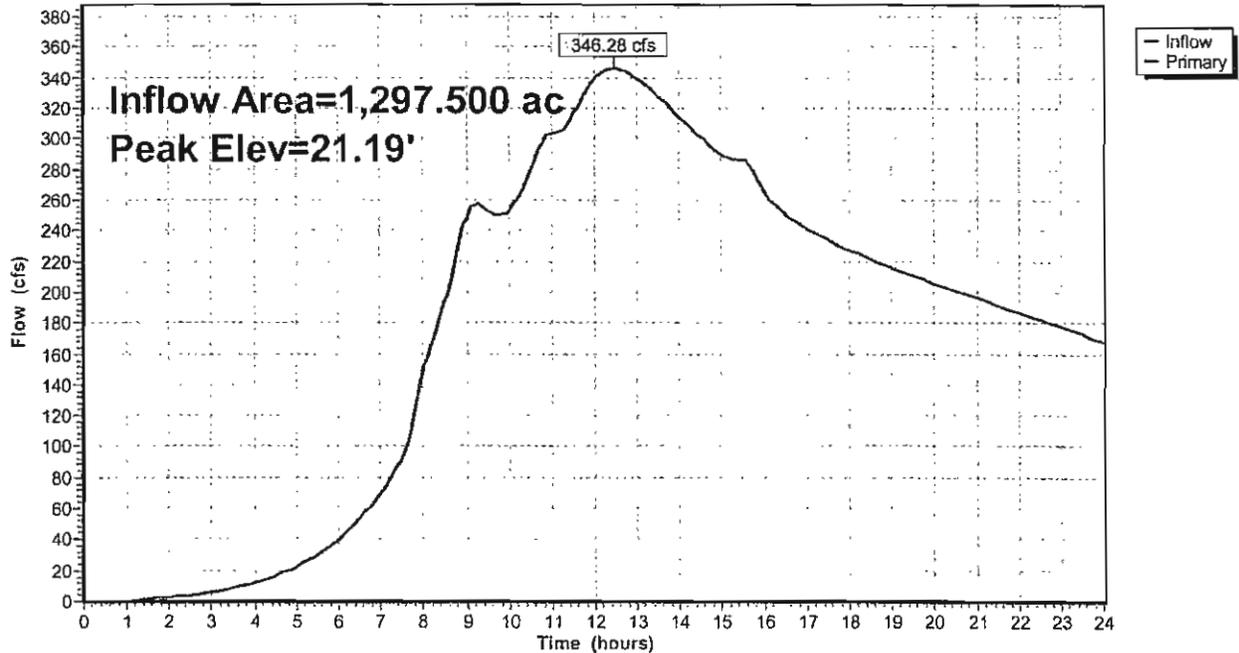
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 21.19' @ 12.47 hrs  
 Flood Elev= 19.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	9.00'	<b>48.0" x 60.0' long Culvert</b> RCP, square edge headwall, Ke= 0.500 Outlet Invert= 8.90' S= 0.0017 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished
#2	Primary	9.00'	<b>48.0" x 60.0' long Culvert</b> RCP, square edge headwall, Ke= 0.500 Outlet Invert= 8.90' S= 0.0017 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=346.27 cfs @ 12.47 hrs HW=21.19' TW=13.00' (Fixed TW Elev= 13.00')  
 1=Culvert (Inlet Controls 173.13 cfs @ 13.78 fps)  
 2=Culvert (Inlet Controls 173.13 cfs @ 13.78 fps)

**Pond 16P: Miller culvert**

Hydrograph



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 2P: Trask River Rd culvert**

Inflow Area = 460.500 ac, Inflow Depth > 2.96" for 25-year event  
 Inflow = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af  
 Outflow = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af, Atten= 0%, Lag= 0.0 min  
 Primary = 128.74 cfs @ 10.01 hrs, Volume= 113.411 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 66.53' @ 10.01 hrs  
 Flood Elev= 68.00'

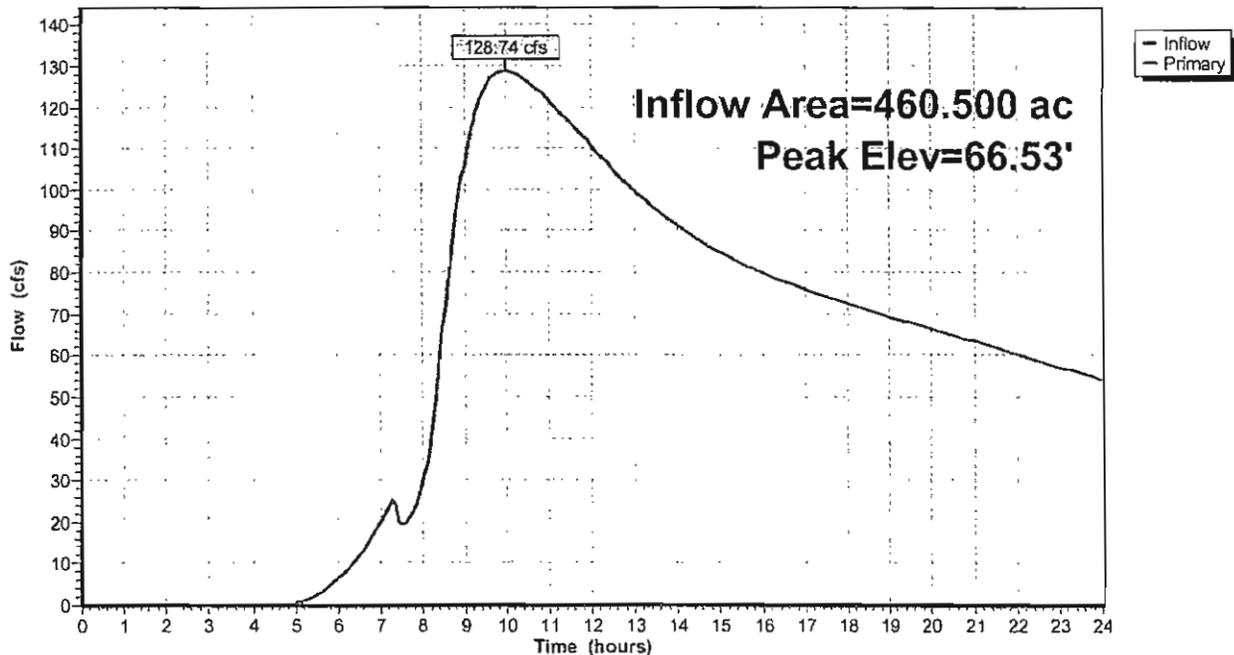
Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	<b>4.00' W x 3.00' H x 50.0' long Culvert X 0.80</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 60.80' S= 0.0040 '/ Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	61.50'	<b>36.0" x 50.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 61.30' S= 0.0040 '/ Cc= 0.900 n= 0.025 Corrugated metal

**Primary OutFlow** Max=128.73 cfs @ 10.01 hrs HW=66.53' (Free Discharge)

- 1=Culvert (Barrel Controls 78.53 cfs @ 6.54 fps)
- 2=Culvert (Barrel Controls 50.20 cfs @ 7.10 fps)

**Pond 2P: Trask River Rd culvert**

Hydrograph



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 4P: McCormick culvert**

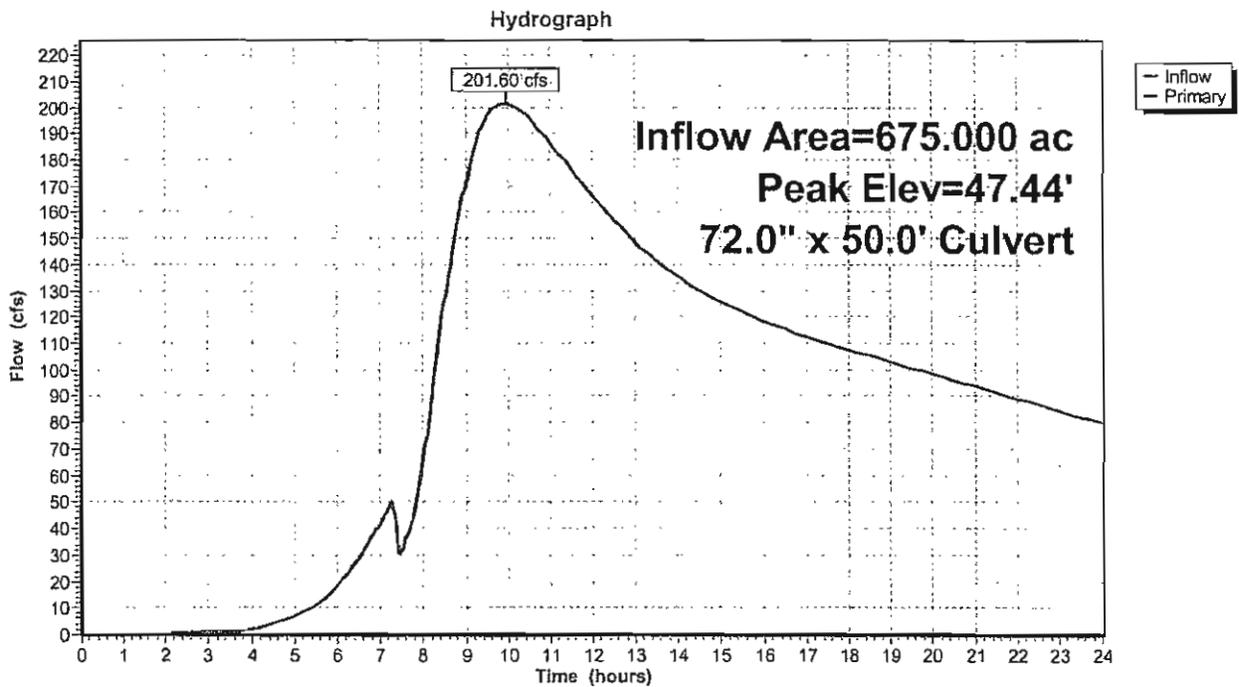
Inflow Area = 675.000 ac, Inflow Depth > 3.12" for 25-year event  
Inflow = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af  
Outflow = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af, Atten= 0%, Lag= 0.0 min  
Primary = 201.60 cfs @ 9.96 hrs, Volume= 175.344 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 47.44' @ 9.96 hrs  
Flood Elev= 50.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	41.50'	<b>72.0" x 50.0' long Culvert</b> RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 41.00' S= 0.0100 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=201.59 cfs @ 9.96 hrs HW=47.44' (Free Discharge)  
↑-1=Culvert (Barrel Controls 201.59 cfs @ 8.95 fps)

**Pond 4P: McCormick culvert**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 6P: Marolf culvert**

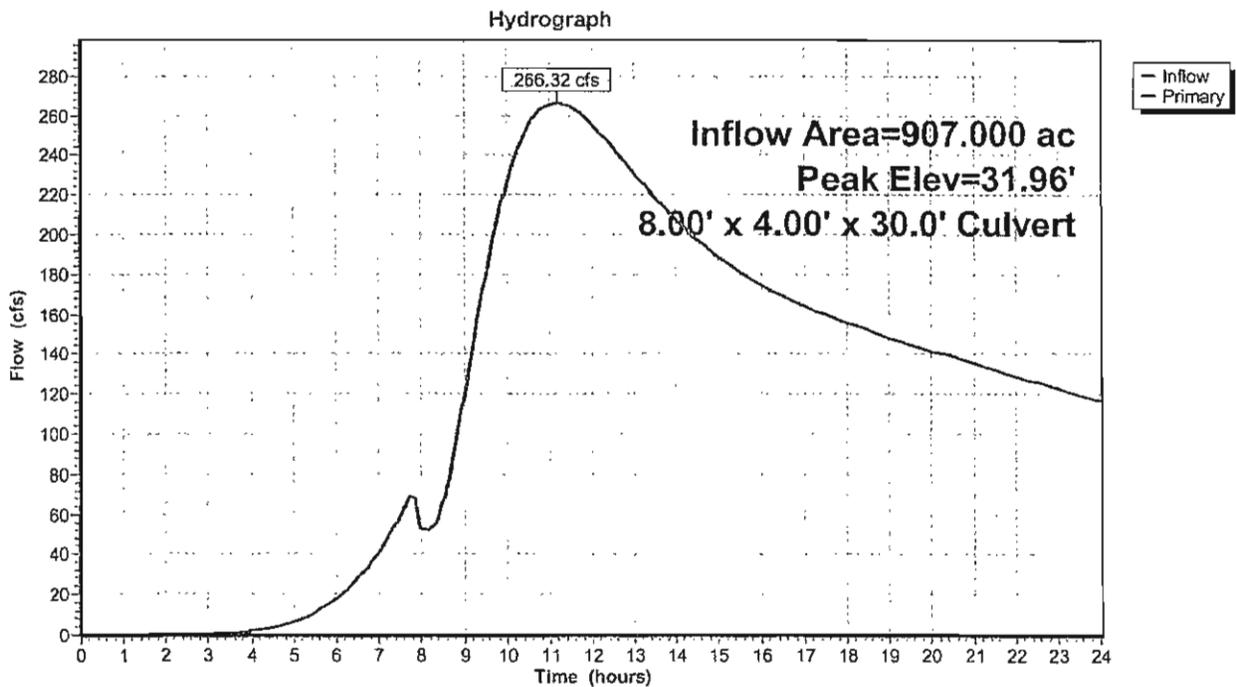
Inflow Area = 907.000 ac, Inflow Depth > 3.12" for 25-year event  
Inflow = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af  
Outflow = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af, Atten= 0%, Lag= 0.0 min  
Primary = 266.32 cfs @ 11.17 hrs, Volume= 235.772 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 31.96' @ 11.17 hrs  
Flood Elev= 32.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	26.50'	<b>8.00' W x 4.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet Invert= 26.25' S= 0.0083 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=266.32 cfs @ 11.17 hrs HW=31.96' (Free Discharge)  
↑1=Culvert (Barrel Controls 266.32 cfs @ 8.32 fps)

**Pond 6P: Marolf culvert**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 8P: Murray culvert**

Inflow Area = 1,079.500 ac, Inflow Depth > 3.26" for 25-year event  
 Inflow = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af  
 Outflow = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af, Atten= 0%, Lag= 0.0 min  
 Primary = 306.22 cfs @ 11.62 hrs, Volume= 293.576 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 24.34' @ 11.62 hrs  
 Flood Elev= 23.00'

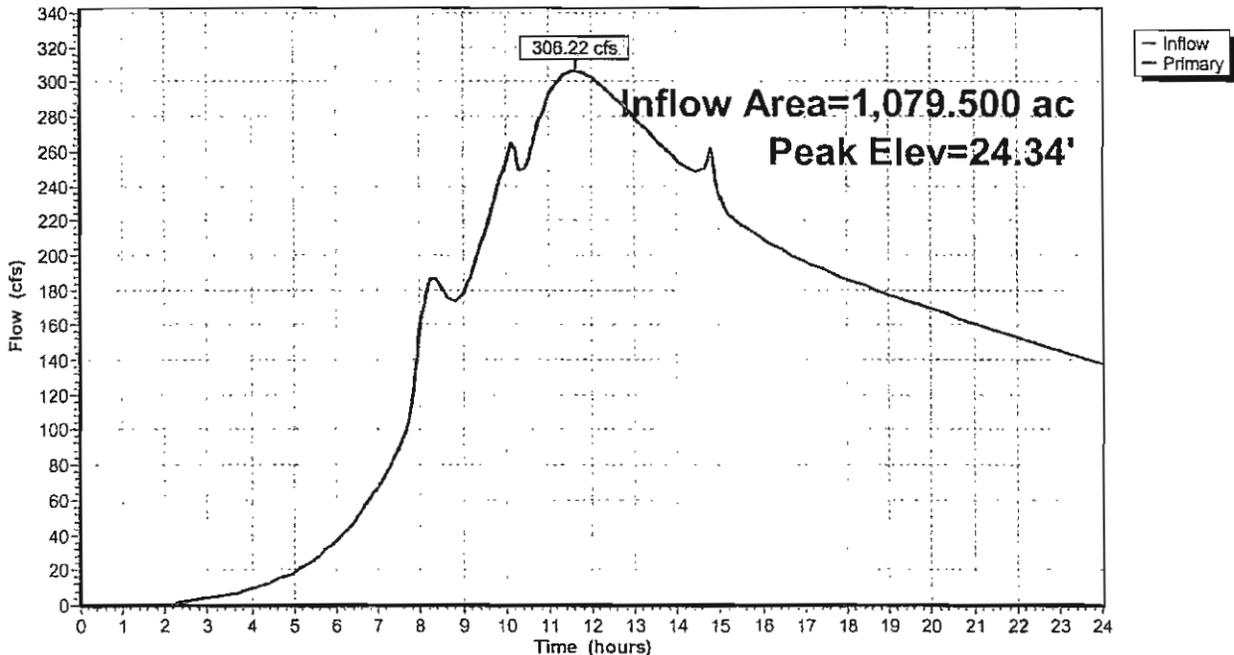
Device	Routing	Invert	Outlet Devices
#1	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 ' Cc= 0.900 n= 0.021 Corrugated metal
#2	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, end-section conforming to fill, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 ' Cc= 0.900 n= 0.021 Corrugated metal

**Primary OutFlow** Max=306.21 cfs @ 11.62 hrs HW=24.34' (Free Discharge)

- 1=Culvert (Barrel Controls 153.10 cfs @ 9.63 fps)
- 2=Culvert (Barrel Controls 153.10 cfs @ 9.63 fps)

**Pond 8P: Murray culvert**

Hydrograph



**Pond 10P: Evergreen culvert**

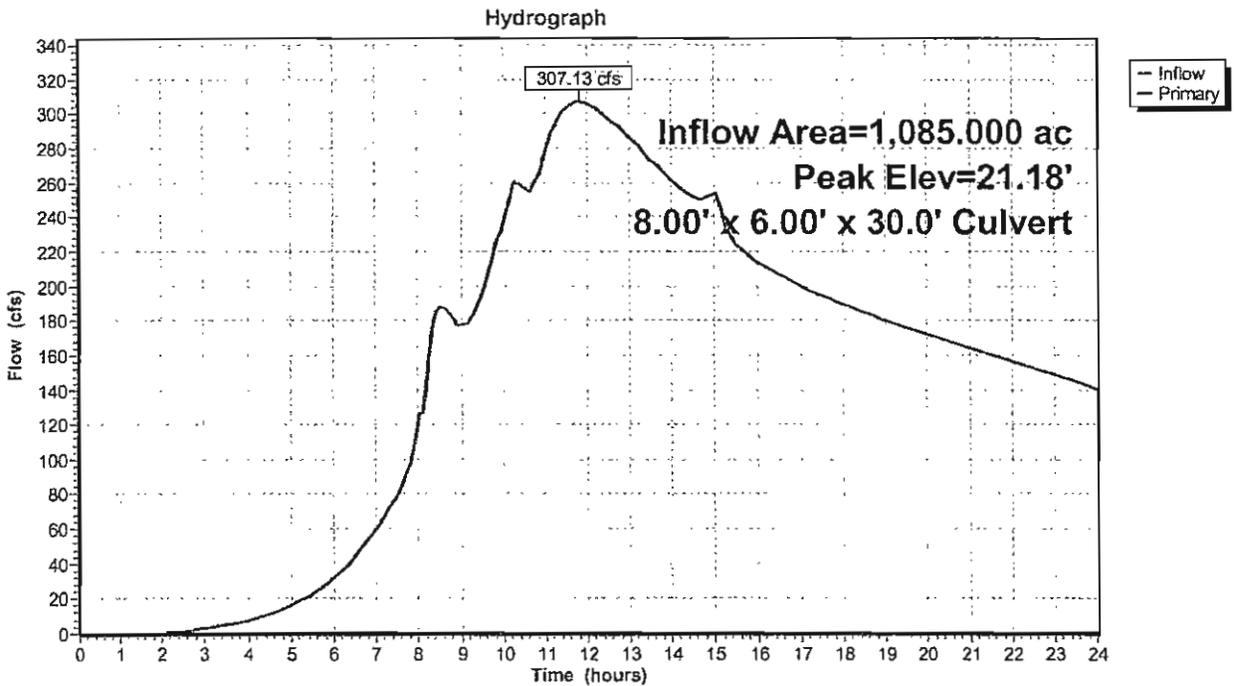
Inflow Area = 1,085.000 ac, Inflow Depth > 3.23" for 25-year event  
 Inflow = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af  
 Outflow = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af, Atten= 0%, Lag= 0.0 min  
 Primary = 307.13 cfs @ 11.83 hrs, Volume= 292.381 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 21.18' @ 11.83 hrs  
 Flood Elev= 23.00'

Device #	Routing	Invert	Outlet Devices
#1	Primary	15.00'	<b>8.00' W x 6.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet invert= 14.90' S= 0.0033 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished

Primary OutFlow Max=307.11 cfs @ 11.83 hrs HW=21.18' (Free Discharge)  
 ←1=Culvert (Barrel Controls 307.11 cfs @ 8.28 fps)

**Pond 10P: Evergreen culvert**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

Prepared by NW Engineers

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**Pond 12P: Logyard culvert E**

Inflow Area = 1,174.500 ac, Inflow Depth > 3.18" for 25-year event  
 Inflow = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af  
 Outflow = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af, Atten= 0%, Lag= 0.0 min  
 Primary = 322.15 cfs @ 12.30 hrs, Volume= 311.065 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 22.30' @ 12.30 hrs  
 Flood Elev= 22.00'

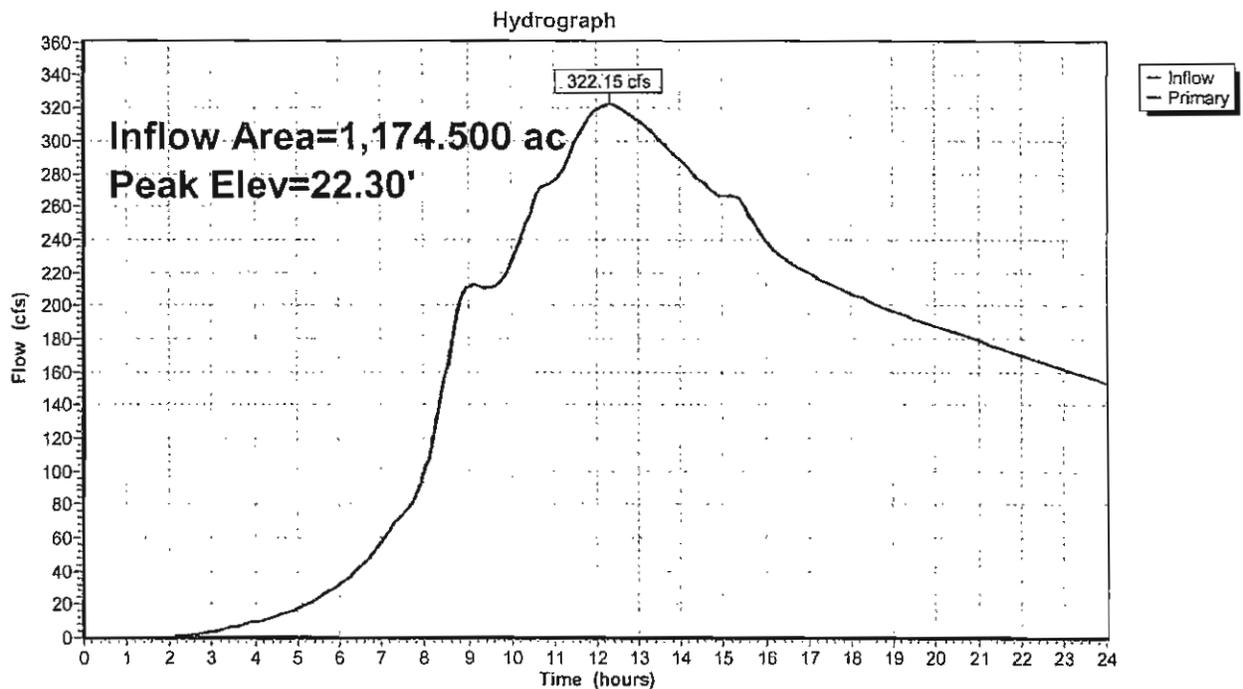
Device	Routing	Invert	Outlet Devices
#1	Primary	14.00'	<b>60.0" x 50.0' long Culvert</b> CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 13.80' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	14.50'	<b>54.0" x 50.0' long Culvert</b> CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 14.30' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal

**Primary OutFlow** Max=322.15 cfs @ 12.30 hrs HW=22.30' (Free Discharge)

1=Culvert (Inlet Controls 179.74 cfs @ 9.15 fps)

2=Culvert (Inlet Controls 142.41 cfs @ 8.95 fps)

**Pond 12P: Logyard culvert E**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 14P: Logyard culvert W**

Inflow Area = 1,174.500 ac, Inflow Depth > 3.16" for 25-year event  
 Inflow = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af  
 Outflow = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af, Atten= 0%, Lag= 0.0 min  
 Primary = 322.11 cfs @ 12.39 hrs, Volume= 309.575 af

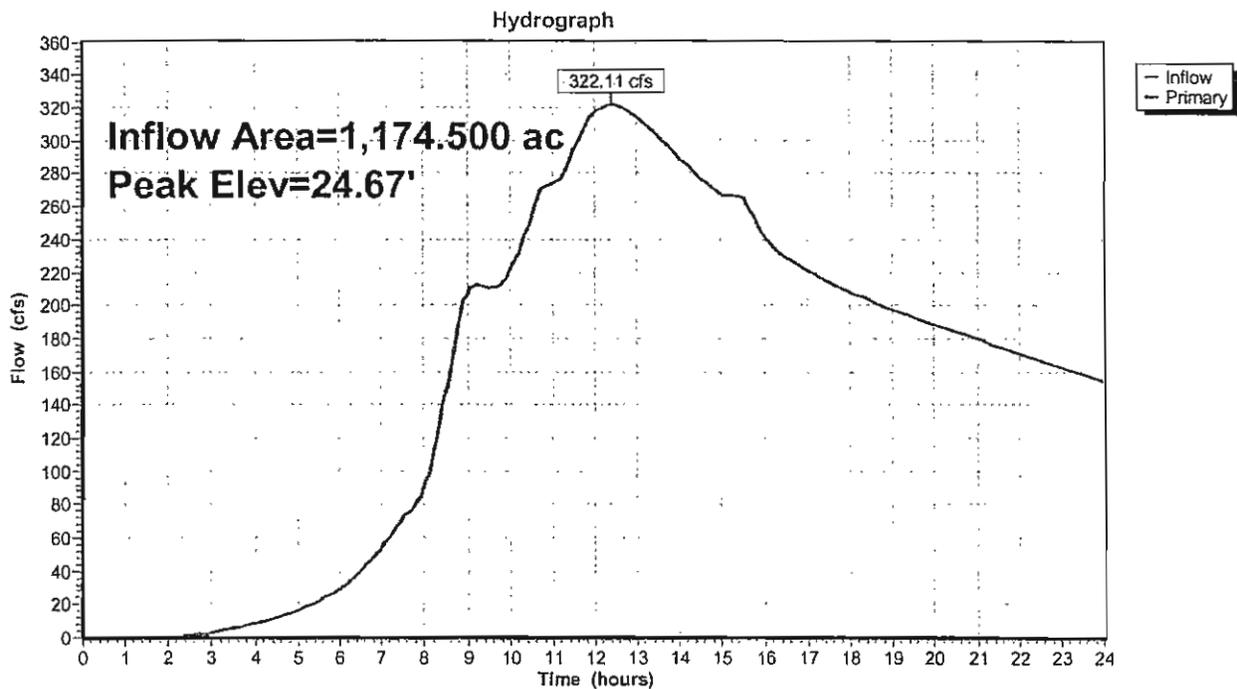
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 24.67' @ 12.39 hrs  
 Flood Elev= 22.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	13.50'	<b>60.0" x 300.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 13.00' S= 0.0017 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	13.50'	<b>60.0" x 300.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 13.00' S= 0.0017 '/' Cc= 0.900 n= 0.030 Corrugated metal

**Primary OutFlow** Max=322.10 cfs @ 12.39 hrs HW=24.66' (Free Discharge)

- 1=Culvert (Barrel Controls 172.26 cfs @ 8.77 fps)
- 2=Culvert (Barrel Controls 149.84 cfs @ 7.63 fps)

**Pond 14P: Logyard culvert W**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 25-year Rainfall=5.90"

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**Pond 16P: Miller culvert**

Inflow Area = 1,297.500 ac, Inflow Depth > 3.20" for 25-year event  
Inflow = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af  
Outflow = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af, Atten= 0%, Lag= 0.0 min  
Primary = 346.28 cfs @ 12.47 hrs, Volume= 345.975 af

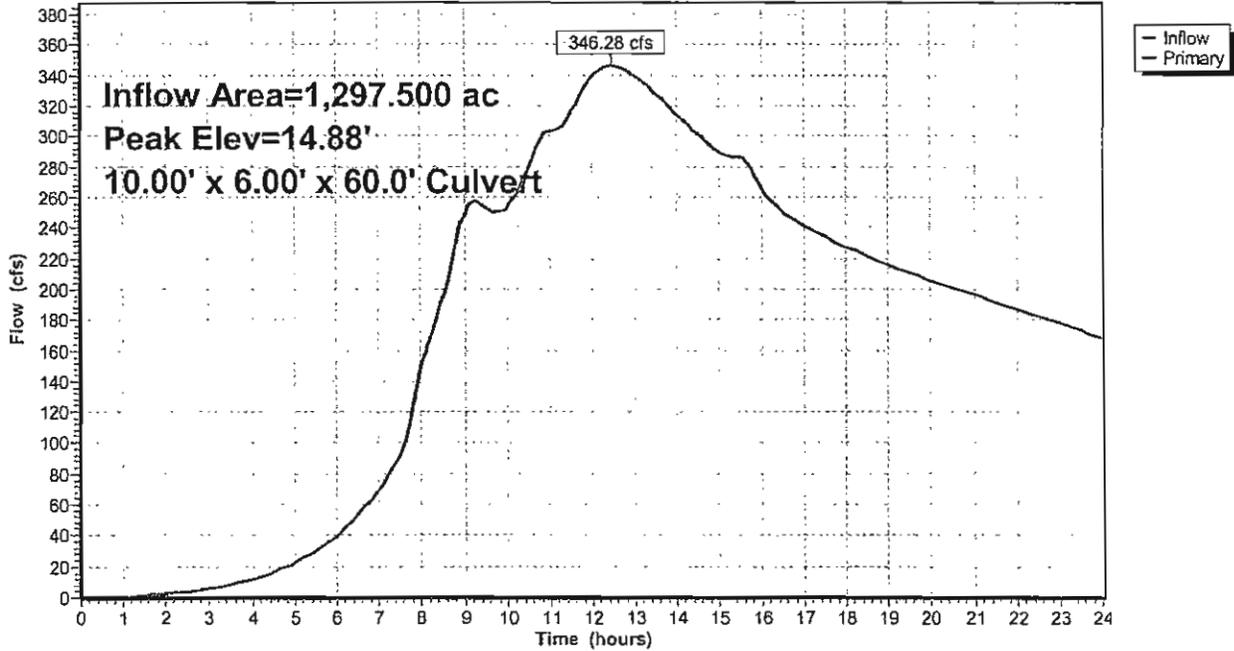
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 14.88' @ 12.47 hrs  
Flood Elev= 19.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	9.00'	<b>10.00' W x 6.00' H x 60.0' long Culvert</b> RCP, square edge headwall, Ke= 0.500 Outlet Invert= 8.90' S= 0.0017 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=346.27 cfs @ 12.47 hrs HW=14.88' TW=13.00' (Fixed TW Elev= 13.00')  
←1=Culvert (Inlet Controls 346.27 cfs @ 5.89 fps)

**Pond 16P: Miller culvert**

Hydrograph



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 100-year Rainfall=7.00"

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**Pond 2P: Trask River Rd culvert**

Inflow Area = 460.500 ac, Inflow Depth > 3.84" for 100-year event  
 Inflow = 173.33 cfs @ 9.84 hrs, Volume= 147.478 af  
 Outflow = 173.33 cfs @ 9.84 hrs, Volume= 147.478 af, Atten= 0%, Lag= 0.0 min  
 Primary = 173.33 cfs @ 9.84 hrs, Volume= 147.478 af

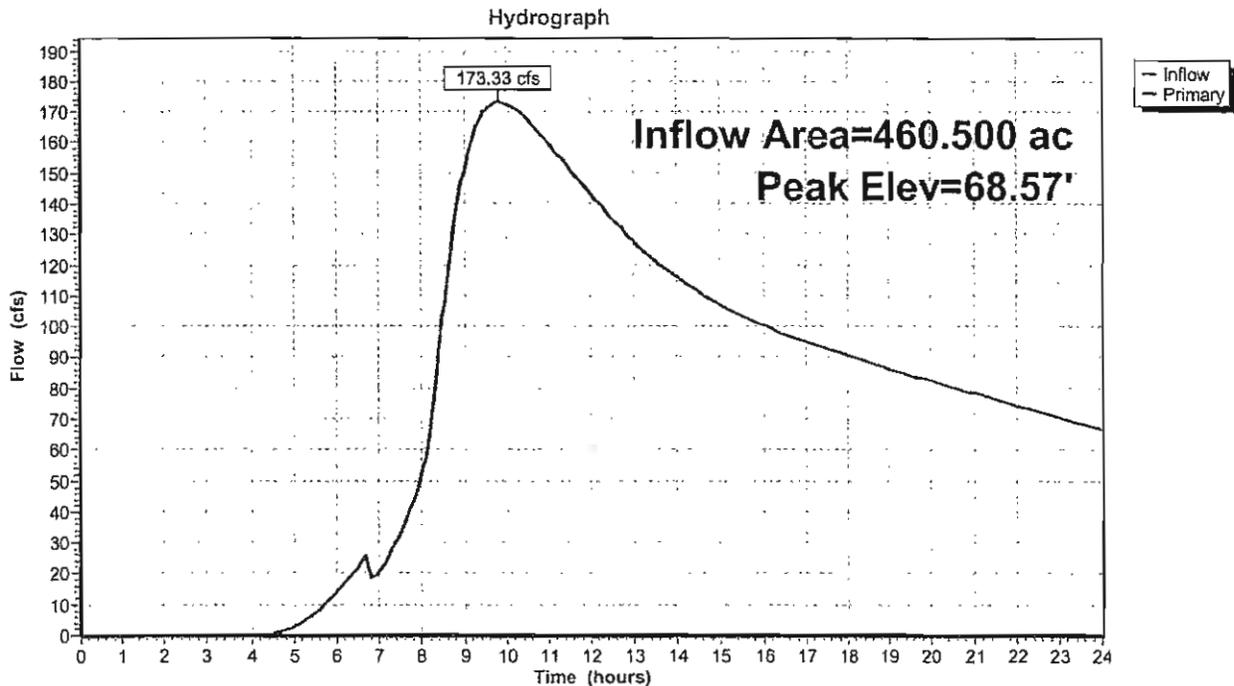
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 68.57' @ 9.84 hrs  
 Flood Elev= 68.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	61.00'	4.00' W x 3.00' H x 50.0' long Culvert X 0.80 CMP, square edge headwall, Ke= 0.500 Outlet Invert= 60.80' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	61.50'	36.0" x 50.0' long Culvert CMP, square edge headwall, Ke= 0.500 Outlet Invert= 61.30' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal

Primary OutFlow Max=173.32 cfs @ 9.84 hrs HW=68.57' (Free Discharge)

- 1=Culvert (Barrel Controls 103.83 cfs @ 8.65 fps)
- 2=Culvert (Barrel Controls 69.49 cfs @ 9.83 fps)

**Pond 2P: Trask River Rd culvert**



# Stormwater MP-2012-with Miller box culvert

Type IA 24-hr 100-year Rainfall=7.00"

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## Pond 4P: McCormick culvert

Inflow Area = 675.000 ac, Inflow Depth > 4.02" for 100-year event  
Inflow = 269.77 cfs @ 9.79 hrs, Volume= 226.271 af  
Outflow = 269.77 cfs @ 9.79 hrs, Volume= 226.271 af, Atten= 0%, Lag= 0.0 min  
Primary = 269.77 cfs @ 9.79 hrs, Volume= 226.271 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

Peak Elev= 49.02' @ 9.79 hrs

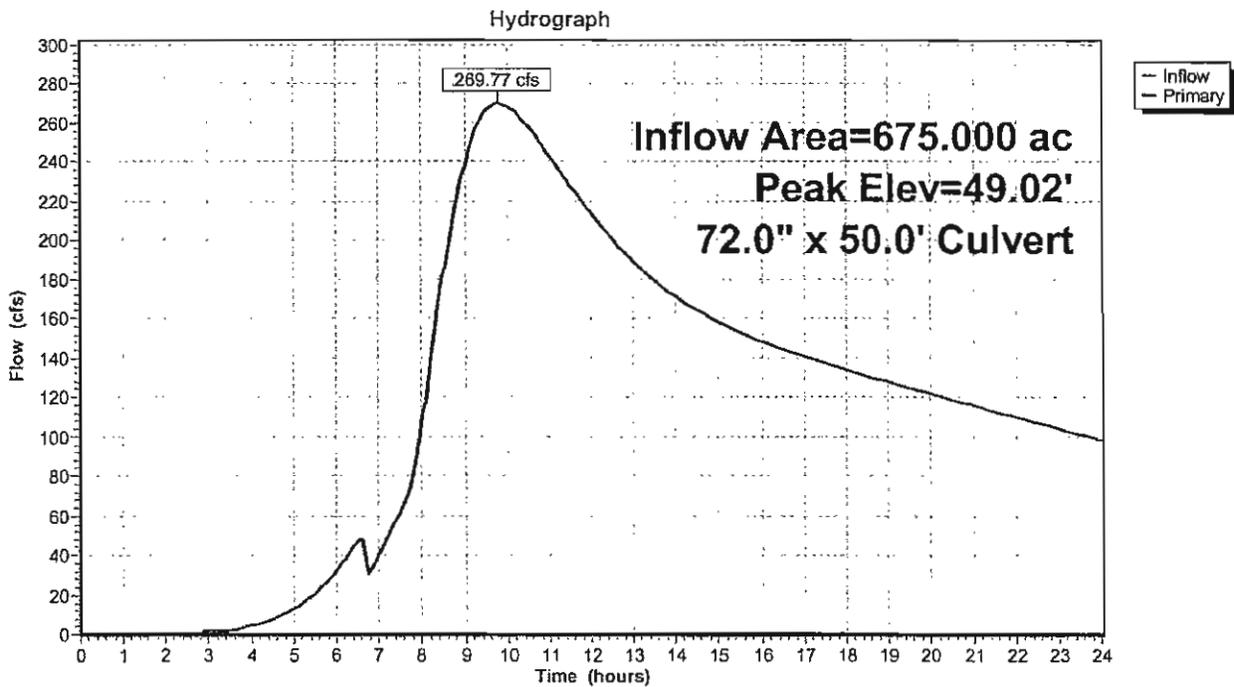
Flood Elev= 50.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	41.50'	72.0" x 50.0' long Culvert RCP, sq.cut end projecting, Ke= 0.500 Outlet Invert= 41.00' S= 0.0100 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished

Primary OutFlow Max=269.78 cfs @ 9.79 hrs HW=49.02' (Free Discharge)

↑1=Culvert (Barrel Controls 269.78 cfs @ 9.78 fps)

## Pond 4P: McCormick culvert



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 100-year Rainfall=7.00"

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**Pond 6P: Marolf culvert**

Inflow Area = 907.000 ac, Inflow Depth > 4.01" for 100-year event  
Inflow = 355.31 cfs @ 10.95 hrs, Volume= 302.956 af  
Outflow = 355.31 cfs @ 10.95 hrs, Volume= 302.956 af, Atten= 0%, Lag= 0.0 min  
Primary = 355.31 cfs @ 10.95 hrs, Volume= 302.956 af

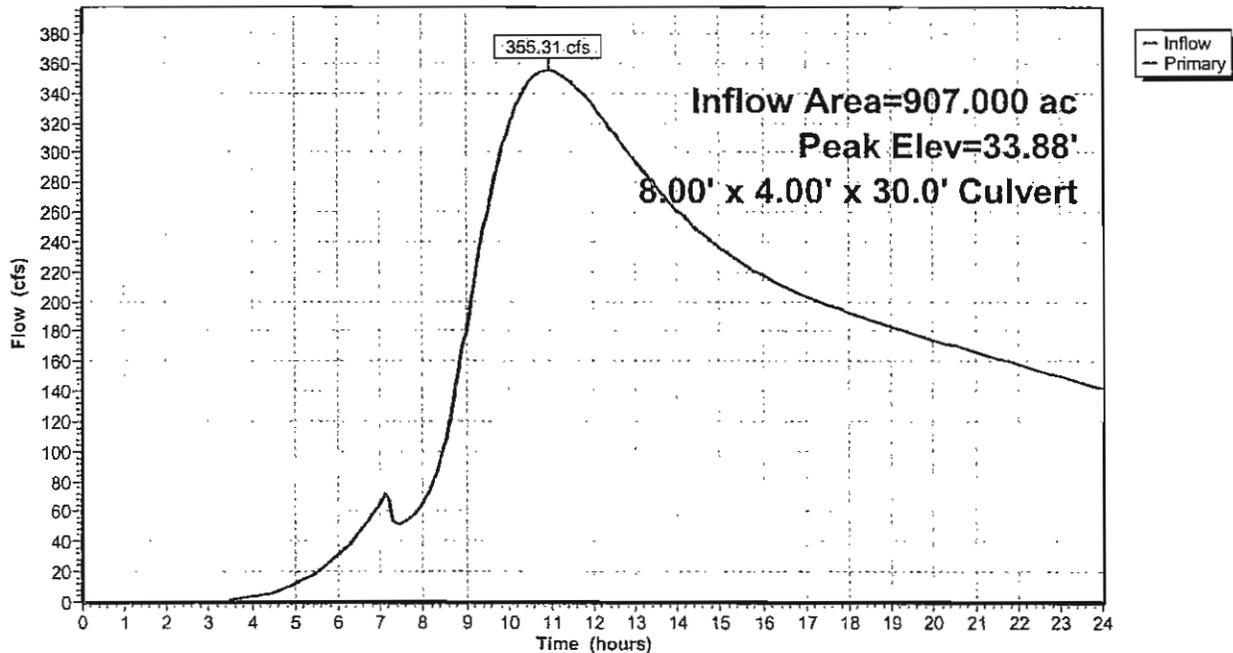
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Peak Elev= 33.88' @ 10.95 hrs  
Flood Elev= 32.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	26.50'	<b>8.00' W x 4.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet Invert= 26.25' S= 0.0083 ' Cc= 0.900 n= 0.012 Concrete pipe, finished

**Primary OutFlow** Max=355.30 cfs @ 10.95 hrs HW=33.88' (Free Discharge)  
↑1=Culvert (Inlet Controls 355.30 cfs @ 11.10 fps)

**Pond 6P: Marolf culvert**

Hydrograph



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 100-year Rainfall=7.00"

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**Pond 8P: Murray culvert**

Inflow Area = 1,079.500 ac, Inflow Depth > 4.17" for 100-year event  
 Inflow = 407.65 cfs @ 11.29 hrs, Volume= 374.790 af  
 Outflow = 407.65 cfs @ 11.29 hrs, Volume= 374.790 af, Atten= 0%, Lag= 0.0 min  
 Primary = 407.65 cfs @ 11.29 hrs, Volume= 374.790 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 26.83' @ 11.29 hrs  
 Flood Elev= 23.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, square edge headwall, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 '/ Cc= 0.900 n= 0.021 Corrugated metal
#2	Primary	17.50'	<b>54.0" x 24.0' long Culvert</b> CMP, end-section conforming to fill, Ke= 0.500 Outlet Invert= 17.30' S= 0.0083 '/ Cc= 0.900 n= 0.021 Corrugated metal

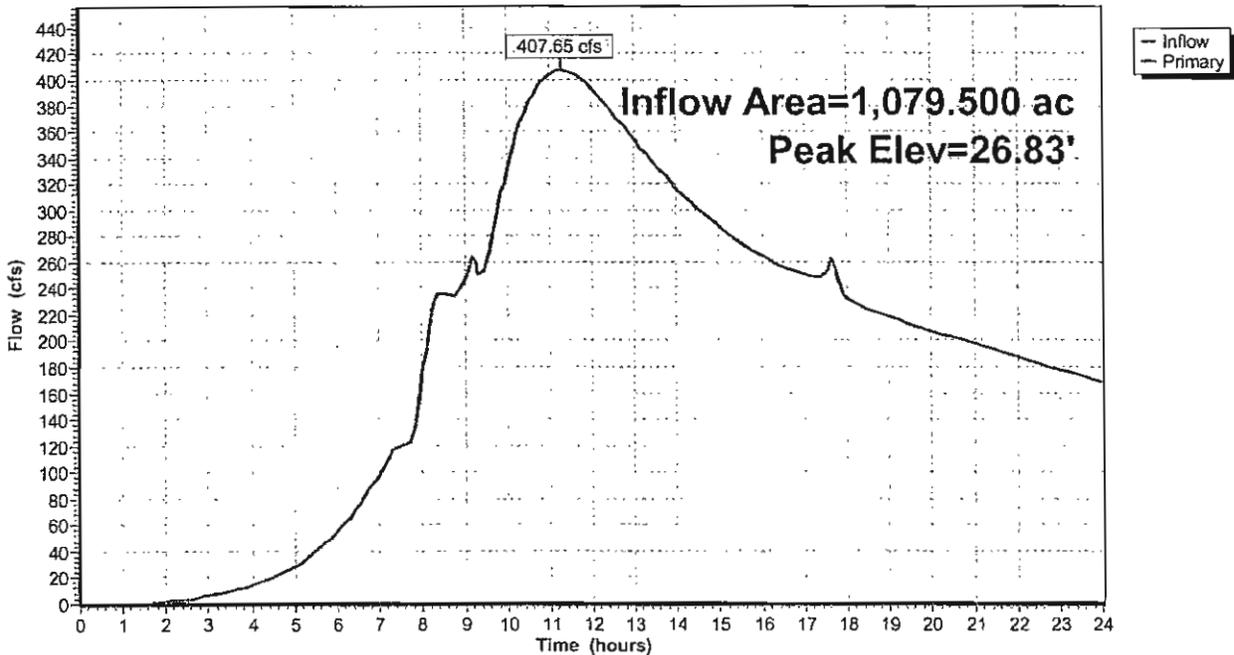
Primary OutFlow Max=407.64 cfs @ 11.29 hrs HW=26.83' (Free Discharge)

1=Culvert (Inlet Controls 203.82 cfs @ 12.82 fps)

2=Culvert (Inlet Controls 203.82 cfs @ 12.82 fps)

**Pond 8P: Murray culvert**

Hydrograph



**Pond 10P: Evergreen culvert**

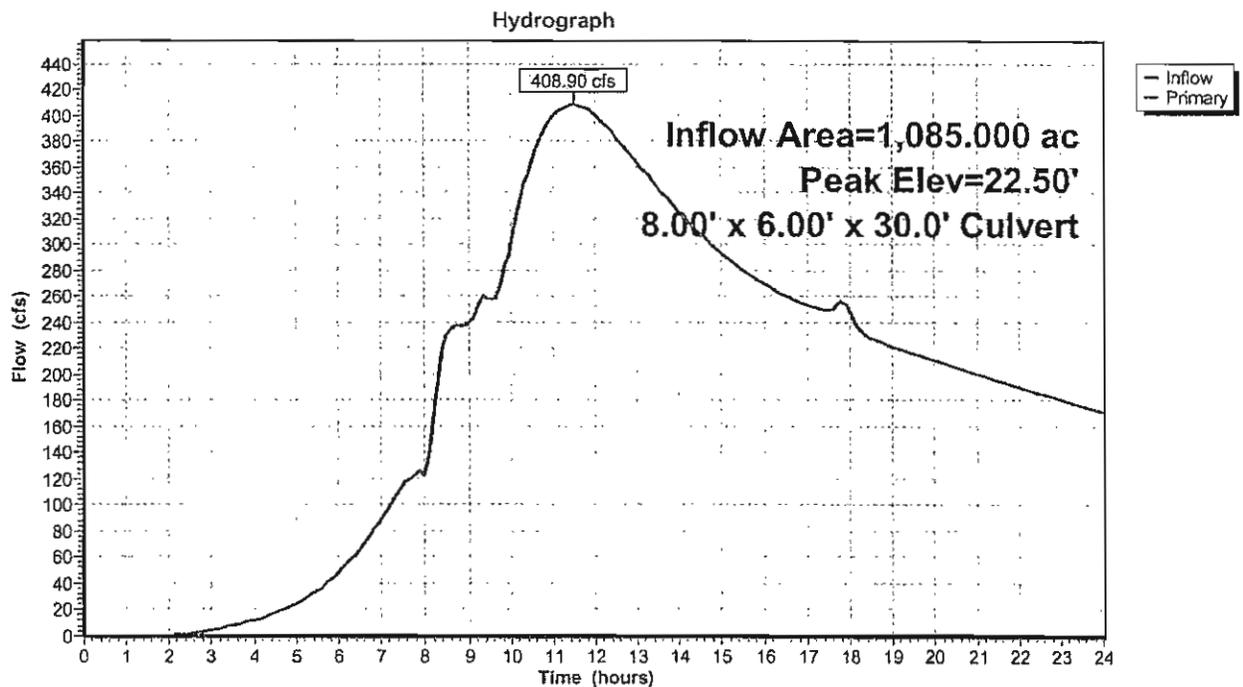
Inflow Area = 1,085.000 ac, Inflow Depth > 4.13" for 100-year event  
 Inflow = 408.90 cfs @ 11.48 hrs, Volume= 373.624 af  
 Outflow = 408.90 cfs @ 11.48 hrs, Volume= 373.624 af, Atten= 0%, Lag= 0.0 min  
 Primary = 408.90 cfs @ 11.48 hrs, Volume= 373.624 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 22.50' @ 11.48 hrs  
 Flood Elev= 23.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	15.00'	<b>8.00' W x 6.00' H x 30.0' long Culvert</b> Box, headwall w/3 square edges, Ke= 0.500 Outlet Invert= 14.90' S= 0.0033 '/' Cc= 0.900 n= 0.012 Concrete pipe, finished

Primary OutFlow Max=408.88 cfs @ 11.48 hrs HW=22.50' (Free Discharge)  
 ↑1=Culvert (Barrel Controls 408.88 cfs @ 9.09 fps)

**Pond 10P: Evergreen culvert**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 100-year Rainfall=7.00"

Prepared by NW Engineers

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3/29/2012

**Pond 12P: Logyard culvert E**

Inflow Area = 1,174.500 ac, Inflow Depth > 4.06" for 100-year event  
 Inflow = 429.63 cfs @ 11.90 hrs, Volume= 397.692 af  
 Outflow = 429.63 cfs @ 11.90 hrs, Volume= 397.692 af, Atten= 0%, Lag= 0.0 min  
 Primary = 429.63 cfs @ 11.90 hrs, Volume= 397.692 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 26.73' @ 11.90 hrs  
 Flood Elev= 22.00'

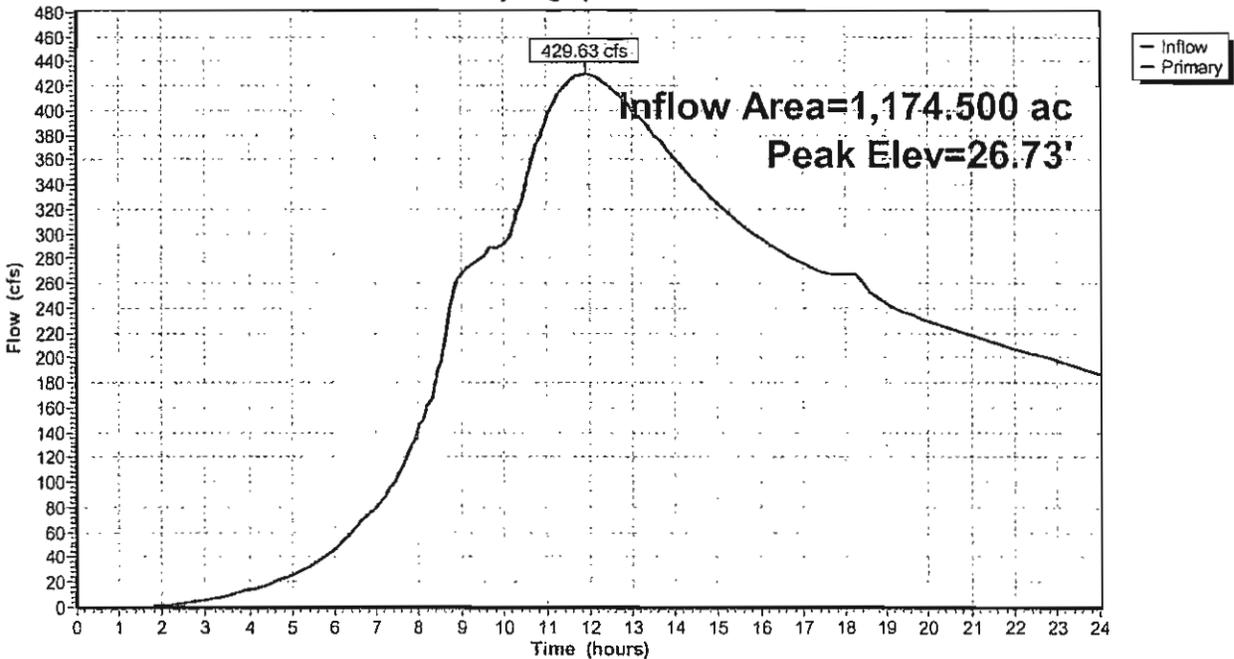
Device	Routing	Invert	Outlet Devices
#1	Primary	14.00'	<b>60.0" x 50.0' long Culvert</b> CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 13.80' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	14.50'	<b>54.0" x 50.0' long Culvert</b> CMP, projecting, no headwall, Ke= 0.900 Outlet Invert= 14.30' S= 0.0040 '/' Cc= 0.900 n= 0.025 Corrugated metal

**Primary OutFlow** Max=429.62 cfs @ 11.90 hrs HW=26.73' (Free Discharge)

- 1=Culvert (Inlet Controls 238.67 cfs @ 12.16 fps)
- 2=Culvert (Inlet Controls 190.95 cfs @ 12.01 fps)

**Pond 12P: Logyard culvert E**

Hydrograph



**Pond 14P: Logyard culvert W**

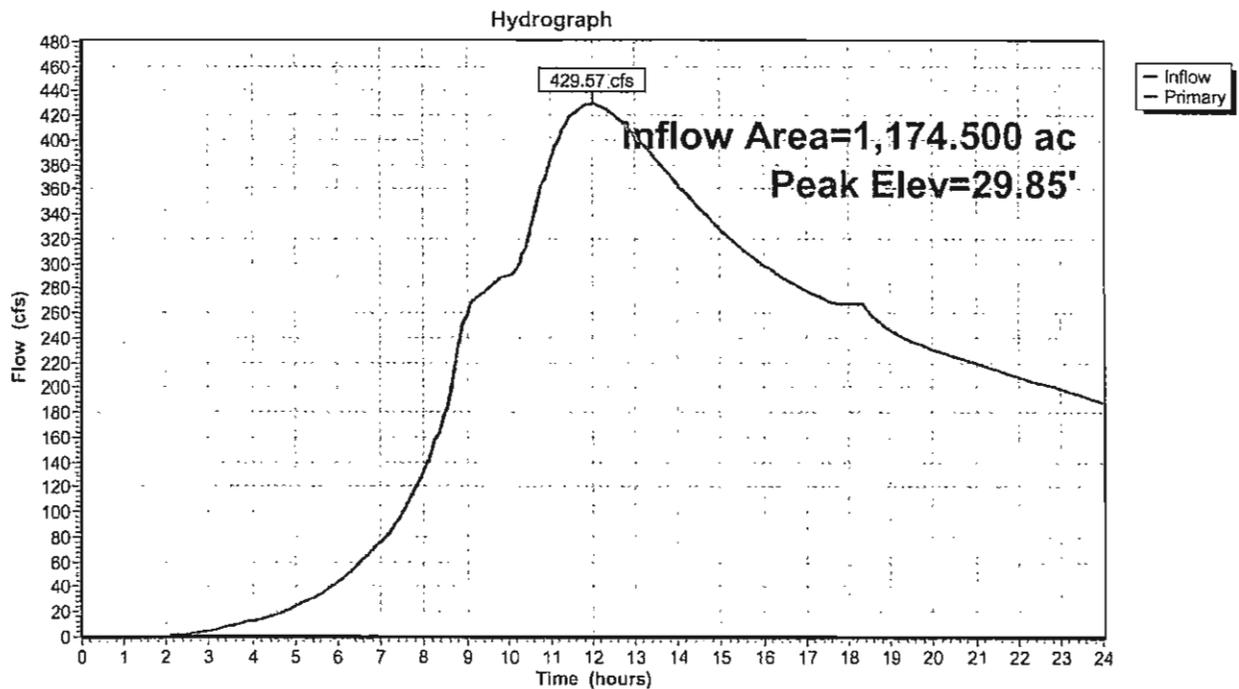
Inflow Area = 1,174.500 ac, Inflow Depth > 4.05" for 100-year event  
 Inflow = 429.57 cfs @ 11.98 hrs, Volume= 395.987 af  
 Outflow = 429.57 cfs @ 11.98 hrs, Volume= 395.987 af, Atten= 0%, Lag= 0.0 min  
 Primary = 429.57 cfs @ 11.98 hrs, Volume= 395.987 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 29.85' @ 11.98 hrs  
 Flood Elev= 22.00'

Device	Routing	Invert	Outlet Devices
#1	Primary	13.50'	60.0" x 300.0' long Culvert CMP, square edge headwall, Ke= 0.500 Outlet Invert= 13.00' S= 0.0017 '/' Cc= 0.900 n= 0.025 Corrugated metal
#2	Primary	13.50'	60.0" x 300.0' long Culvert CMP, square edge headwall, Ke= 0.500 Outlet Invert= 13.00' S= 0.0017 '/' Cc= 0.900 n= 0.030 Corrugated metal

Primary OutFlow Max=429.55 cfs @ 11.98 hrs HW=29.85' (Free Discharge)  
 1=Culvert (Barrel Controls 229.73 cfs @ 11.70 fps)  
 2=Culvert (Barrel Controls 199.83 cfs @ 10.18 fps)

**Pond 14P: Logyard culvert W**



**Stormwater MP-2012-with Miller box culvert**

Type IA 24-hr 100-year Rainfall=7.00"

Prepared by NW Engineers

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3/29/2012

**Pond 16P: Miller culvert**

Inflow Area = 1,297.500 ac, Inflow Depth > 4.09" for 100-year event  
 Inflow = 461.04 cfs @ 12.01 hrs, Volume= 442.105 af  
 Outflow = 461.04 cfs @ 12.01 hrs, Volume= 442.105 af, Atten= 0%, Lag= 0.0 min  
 Primary = 461.04 cfs @ 12.01 hrs, Volume= 442.105 af

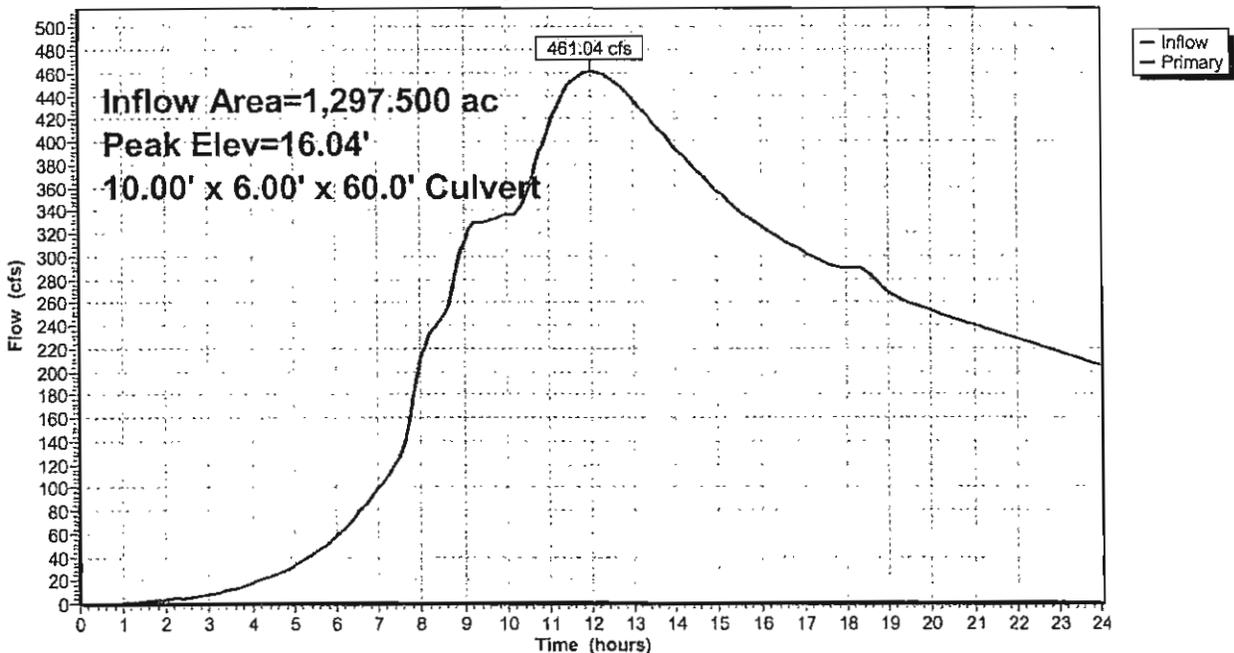
Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
 Peak Elev= 16.04' @ 12.01 hrs  
 Flood Elev= 19.00'

Device #1	Routing	Invert	Outlet Devices
	Primary	9.00'	<b>10.00' W x 6.00' H x 60.0' long Culvert</b> RCP, square edge headwall, Ke= 0.500 Outlet Invert= 8.90' S= 0.0017 '/ Cc= 0.900 n= 0.012 Concrete pipe, finished

Primary OutFlow Max=461.02 cfs @ 12.01 hrs HW=16.04' TW=13.00' (Fixed TW Elev= 13.00')  
 ←1=Culvert (Barrel Controls 461.02 cfs @ 8.73 fps)

**Pond 16P: Miller culvert**

Hydrograph



City of Tillamook  
 Storm Sewer Master Plan  
 Project Cost Estimates  
 Original Master Plan Capital Projects  
 Table 2

Work Item	Unit	Unit Cost	PROJECT		PROJECT		PROJECT		PROJECT		PROJECT		PROJECT	
			Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Birch Avenue Outfall (B2)				\$										
Mobilization			1	\$2,500	1	\$8,500	1	\$2,500	1	\$20,000	1	\$0	1	\$0
Traffic Control			1	\$500	1	\$2,500	1	\$500	1	\$2,000	1	\$0	1	\$0
Erosion Control			1	\$500	1	\$2,000	1	\$1,000	1	\$2,000	1	\$0	1	\$0
10" Sewer	LF	45		\$0		\$0		\$0		\$0	100	\$4,500		\$0
12" Sewer	LF	50		\$0		\$0		\$0		\$0		\$0		\$0
15" Sewer	LF	60		\$0		\$0		\$0		\$0		\$0		\$0
18" Sewer	LF	75		\$0		\$0		\$0		\$0		\$0	540	\$40,500
21" Sewer	LF	90		\$0		\$0		\$0		\$0		\$0		\$0
24" Sewer	LF	105		\$0		\$78,750		\$0		\$0		\$0		\$0
42" Sewer	LF	175		\$0				\$0		\$0	825	\$144,375		\$0
Cured in Place Lining-8" Dia.	LF	50		\$0		\$0		\$0		\$0		\$0		\$0
Cured in Place lateral connection	Each	1,000		\$0		\$0		\$0		\$0		\$0		\$0
Storm/Sanitary Manhole	Each	3,000		\$0		\$6,000		\$0		\$0	2	\$6,000	2	\$6,000
Inlet	Each	1,000		\$0		\$2,000		\$0		\$0	6	\$6,000	3	\$3,000
Water Quality Facility (Inlet)	Each	10,000		\$0		\$0		\$0		\$0		\$0		\$0
Trench Resurfacing	LF	25		\$0		\$13,250		\$0		\$0	850	\$21,250	560	\$14,000
Storm Outfall	Each	2500	1	\$2,500	1	\$2,500	1	\$2,500		\$0	1	\$2,500		\$0
3-Sided Box Culvert- 10' x 6'	LF	1250		\$0		\$0		\$0	90	\$112,500		\$0		\$0
Improve Ditch	LF	45		\$0		\$0		\$0		\$0		\$0		\$0
Sub-Total				\$6,000		\$115,500		\$6,500		\$136,500		\$184,625		\$63,500
Contingencies (25%)				\$1,500		\$28,875		\$1,625		\$34,125		\$46,156		\$15,875
Sub-Total				\$7,500		\$144,375		\$8,125		\$170,625		\$230,781		\$79,375
Engineering, Administration (20%)				\$1,500		\$28,875		\$1,625		\$34,125		\$46,156		\$15,875
Total				\$9,000		\$173,250		\$9,750		\$204,750		\$276,938		\$95,250

# Memo

City of Tillamook  
210 Laurel Avenue  
Tillamook, OR 97141



**To:** City Manager Paul Wyntergreen

**From:** David Mattison, *DPM* City Planner

**Date:** May 17, 2012

**Re:** Recommended Approval of a Right-of-Way (R.O.W.) Use Permit Application Form and R.O.W. Use Permit Fee Establishment

---

It appears that according to Section 21 (Obstructions of Streets and Sidewalks; Permits), permission from the City, through a permit application form and fee, is required for a person to use a street or sidewalk or any other portion of the public R.O.W. for the purpose of selling, offering for sale, exhibiting, or advertising merchandise or other things which cause a gathering and the setting up, maintenance, and operation of a stand, table, bench or parked vehicle in the R.O.W. A minimum distance of five (5) feet is required as unobstructed walkway between merchandise placed on the sidewalk and the closest physical obstruction (meter post, sign post, planting containers, trees or motor vehicles). On streets, no obstruction of traffic will be allowed. However, should the City allow parking spaces to be used for selling, offering for sale, exhibiting, or advertising merchandise or other things which cause a gathering and the setting up, maintenance, and operation of a stand, table, bench or parked vehicle?

In the past, the sidewalk use applicant has basically signed a Sidewalk Use Permit Agreement which has been approved by the City Manager with a variable expiration date. Under the new application form any use of the R.O.W., including not just the sidewalk but also the street and alley, shall require a permit application form and fee. The proposed \$50 R.O.W. Use Permit fee is similar to other land use fees. Approval of the R.O.W. Use Application form shall be obtained from the City Planner, City Public Works Director, Fire Marshal, Police Chief, with final authorization by City Manager. The multiple department signatures are recommended so that each department in the City has a chance to review and approve the R.O.W. use. Is this adequate or does Council wish to review and approve the applications as well? This signature block is similar to a Zoning Clearance form and Public Works Permit Application form.

Please let me know if you have any questions.

Thank you for your consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING A RIGHT-OF-WAY USE PERMIT FEE FOR  
THE CITY OF TILLAMOOK**

**WHEREAS**, the City of Tillamook is in need of updating its Fee Schedule to recover costs for services provided, and

**WHEREAS**, Section 10 of Zoning Ordinance #979, amended by Ordinance #1187, states that the fees regarding land use action and building development may be amended by resolution by City Council; and

**WHEREAS**, according to City Ordinance #1206 the City of Tillamook may charge a fee for a permit for such activity as a Right-of-Way use permit, and

**WHEREAS**, after review of other land use fees and necessary staff time spent reviewing each Right-of-Way use request, staff has determined a sufficient fee to recover the costs associated with the Right-of-Way use permit applications and associated reviews; and

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

**Section 1:** The City hereby adopts the attached exhibits for a Right-of-Way use permit application form and amended land use fee schedule and a Right-of-Way Use Permit Fee and incorporates it hereby as referenced:

Exhibit A – Land Use Fee Schedule

Exhibit B – Right-of-Way Use Permit Application Form

**Section 2:** The effective date of the new rates shall be July 1, 2012.

**APPROVED** by the Tillamook City Council this 21<sup>st</sup> day of May, 2012.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

**EXHIBIT "A"**  
**LAND USE FEES**

<u>AMENDMENTS</u>	<u>Proposed</u>
Comprehensive Plan or Zoning Ordinance Amendment	\$1500
Comprehensive Plan Map and/or Zone Map Amendment	\$1500
Annexation	\$1500
Urban Growth Boundary Amendment	\$1500
 <u>APPEALS</u>	
Administrative Staff decisions	\$ 500
Planning Commission decisions	original application fee
 <u>CONDITIONAL USE PERMITS (CUP)</u>	
Administrative Staff Review	\$ 500
Planning Commission Review	\$ 700
Planned Unit Development (PUD)	\$1500
 <u>LAND PARTITIONING</u>	
<u>Administrative Review</u>	
Boundary Adjustment	\$ 300
Minor Partition	\$ 450
<u>Planning Commission Review</u>	
Minor Partition	\$ 500
Expedited Minor Partition (additional cost to Minor Partition Fee)	\$ 800
Major Partition	\$ 900
Expedited Major Partition (additional cost to Major Partition Fee)	\$ 800
<u>Subdivision Plat Review</u>	
Tentative Plan	\$700+\$50 <sub>per lot</sub>
Final Subdivision Plat	\$300+\$50 <sub>per lot</sub>
Expedited Subdivision (additional cost to Tentative and Final Subdivision Fees)	\$2000
Planned Unit Development (PUD)	\$1500
Expedited Planned Unit Development (additional cost to PUD Fees)	\$2000
 <u>SITE PLAN REVIEW</u>	
Administrative Staff Review	\$ 500
Planning Commission Review	\$ 700
 <u>VARIANCES</u>	
Administrative Staff Review	\$ 400
Planning Commission Review	\$ 500
 <u>ZONING CLEARANCE REVIEW (CITY PLANNING REVIEW PRIOR TO BUILDING PERMIT)</u>	
Commercial, Institutional, Apartments and multifamily dwellings	\$ 300
One and two family dwellings (including manufactured dwelling placement)	\$ 200
Accessory structures	\$ 100
Building Addition	\$ 100
Interior Construction	\$ 50
Re-roofing	\$ 50
Demolition	\$ 50
 <u>DEVELOPMENT PERMITS</u>	
Flood Hazard Development (Fill) Permit	\$ 400
+ Cost of Engineering Peer Review (if needed)	
 <u>RIGHT-OF-WAY VACATION</u>	
Right-of-Way Vacation	\$ 900
 <u>SIGN PERMITS</u>	
Less than 24 sq feet in total face area	\$ 50
24 to 100 sq feet in total face area	\$ 75
Greater than 100 sq feet in total face area	\$ 100

**PUBLIC WORKS PERMITS**

<u>Driveway Permit Review</u>	<u>\$ 50</u>
<u>Sewer Line extension Review</u>	<u>\$ 50</u>
<u>Sidewalk Permit Review</u>	<u>\$ 50</u>
<u>Street Tree Planting</u>	<u>\$ 50</u>
<u>Water Line extension Review</u>	<u>\$ 50</u>

**OTHER PERMIT/REVIEW FEES**

<u>Address Issuance</u>	<u>\$ 50</u>
<u>Consultant and Engineer Fee (for consultant, engineer or expert retained by City to review application)</u>	<u>\$Consultant/Engineer Cost + 10%</u>

<b><u>Right-of-Way Use Permit</u></b>	<b><u>\$ 50</u></b>
<u>Special Use Permit (include uses listed in Sec 28 of Zon. Ord 979)</u>	<u>\$ 200</u>
<u>Temporary Use Permit</u>	<u>\$ 50</u>
<u>Time Extension Request</u>	<u>\$ 100</u>
<u>Wetlands/Riparian Area Use Permit</u>	<u>\$ 50</u>
<u>Land Use Application Amendments</u>	<u>\$ 250</u>

Penalty fees for late land use application fees paid for after the start of the land use work will be double the amount of the original land use fee.

Fees for preparation of written transcripts shall not exceed the cost of preparing the transcript, up to \$500, plus one half of the actual cost over \$500.

The above fee schedule does not include costs incurred by the City relating to the provision of legal notices, including but not limited to, newspaper publication and mailed notices. Such costs shall be billed to the applicant and shall be paid within thirty (30) days of billing. Failure to pay such billing shall render any action taken relative to said application null and void.

**EXHIBIT "B"**

**CITY OF TILLAMOOK RIGHT-OF-WAY USE PERMIT**

CITY OF TILLAMOOK - PLANNING DEPARTMENT  
210 LAUREL AVENUE, TILLAMOOK, OR 97141  
503-842-3443

**ROW USE PERMIT NUMBER:** R- \_\_\_\_\_ - \_\_\_\_\_

APPLICANT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**LOCATION INFORMATION**

SITE ADDRESS: \_\_\_\_\_

ZONE: \_\_\_\_\_ TWP: \_\_\_\_\_ RNG: \_\_\_\_\_ SEC: \_\_\_\_\_ TAX LOT: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ ADDITION: \_\_\_\_\_

**Requirements:**

1. A minimum distance of five (5) feet shall be maintained as unobstructed walkway between merchandise placed on said sidewalk and the closest physical obstruction (meter post, sign post, planting containers, trees or motor vehicles).
2. No obstruction shall be allowed to remain on the sidewalk or street between the hours of 9:00 p.m. and 7:00 a.m.
3. The holder of a permit shall assume full responsibility for maintaining said obstruction on a safe, orderly, and presentable fashion.
4. Any type of signing/advertising standing alone shall directly abut the building to prevent visual obstruction to motor vehicle operations and pedestrian free travel and be removed from the sidewalk between the hours of 9:00 p.m. and 7:00 a.m.
5. If the proposed use is to be stationary, a site drawing shall be provided with this application showing the location of the proposed use in the R.O.W., in relation to adjacent buildings and other surroundings. If the proposed use is to be mobile, and is not proposed to be at one location for more than 12 hours, a picture of the use and proposed route shall be provided with this application.
6. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the above information is correct and understand that issuance of a permit based on this application will not excuse me from complying with effective Ordinances and Resolutions of the City of Tillamook and Statutes of Oregon, despite any errors on the part of the issuing authority in checking this application.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT	APPROVED BY:	DATE	RECEIPT NO.
PLANNING & ZONING			SIDEWALK USE PERMIT COST \$
PUBLIC WORKS			ADDITIONAL COSTS \$
FIRE DEPARTMENT			TOTAL \$
POLICE DEPARTMENT			
CITY MANAGER			

**FEES ARE NOT REFUNDABLE.**

**THIS APPLICATION FORM IS NOT A ZONING PERMIT, PUBLIC WORKS PERMIT, OR SIGN PERMIT.**

**THIS APPLICATION EXPIRES AT THE END OF THE CALENDAR YEAR.**

## Debbi Reeves

---

**From:** Paul Wyntergreen  
**Sent:** Tuesday, May 15, 2012 3:08 PM  
**To:** Debbi Reeves; Jamy Wilson  
**Subject:** FW: Charter Communications - Upcoming Changes - Equipment/Install/Service Fee Price Adjustments (8752/2000/x30,120,160,180,190)

Debbi, please print as FYI for Council.

Jamy, please check out the electronic pay options.

Thanks, Paul

**From:** Weldon, Terri [<mailto:Terri.Weldon@chartercom.com>]  
**Sent:** Tuesday, May 15, 2012 3:00 PM  
**Subject:** Charter Communications - Upcoming Changes - Equipment/Install/Service Fee Price Adjustments (8752/2000/x30,120,160,180,190)



May 15, 2012

Dear Community Leader:

Charter greatly values our relationship with local government officials and wants to make certain we alert you to forthcoming changes. Effective July 1, 2012, pricing will be adjusted for the following residential fees involving unreturned equipment, equipment rental and installation/service call fees. Customers are being provided advance notice of these price adjustments via bill message at least 30 days prior to the effective date.

**TV Equipment Rental** - Standard Digital Receiver & Remote from \$1.40 to \$0.00 for a decrease of (\$1.40), HD or DVR or TiVo Premiere/Preview or Multi-Room Primary Receiver & Remote from \$6.40 to \$5.00 for a decrease of (\$1.40), Multi-Room Secondary DVR Receiver & Remote from \$3.40 to \$5.00 for an increase of \$1.60, Interactive Guide Services fee from \$3.60 to \$5.00 for an increase of \$1.40 (except for the Multi-Room Secondary DVR Receiver & Remote, the Interactive Guide increase is offset by the receiver decrease listed above and will result in NO CHANGE in the Equipment/Service package fee).

**TV Unreturned Equipment** - HD only or TiVo Preview or Multi-room Secondary DVR Receiver from \$212.00 to \$184.00 for a decrease of (\$28.00), DVR or TiVo Premiere or Multi-room Primary DVR Receiver from \$331.00 to \$289.00 for a decrease of (\$42.00), Remote Control from \$4.00 to \$3.00 for a decrease of (\$1.00), Basic Video Jumper from \$0.93 to \$1.00 for an increase of \$0.07, HD Video Jumper from \$3.85 to \$3.84 for a decrease of (\$0.01).

**Installation / Service Call** – Special Trip Additional Outlet Activation (1 outlet) from \$29.98 to \$49.99, an increase of \$20.01; Labor Charge from \$33.39 to \$49.99, an increase of \$16.60; Inside Wire Service call from \$35.00 to \$45.00, an increase of \$10.00; Special Trip Ancillary Equipment Installation from \$29.99 to \$49.99, an increase of \$20.00.

For communities currently receiving a franchise fee, we also want to remind you of an alternative to U.S. mail-delivered paper checks for franchise fee payments. You now have the option of receiving electronic direct payments for franchise fees, assuring a more efficient and timely manner of receiving your funds. If you would like to pursue the electronic payment process, please contact me at 775.850.1708 or [terri.weldon@chartercom.com](mailto:terri.weldon@chartercom.com) and I will forward you the sign-up form. We hope this convenient method will be simpler and provide more value to you.

We remain committed to providing excellent communications and entertainment services in your community and in each of the communities we serve.

Sincerely,



Terri Weldon  
Manager, Government Relations



Terri Weldon, Manager, Government Relations – Northwest KMA  
9335 Prototype Drive, Reno, NV 89521  
T 775.850.1708 | C 775.335.9189 | F 775.850.1229  
E [terri.weldon@chartercom.com](mailto:terri.weldon@chartercom.com)



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Tillamook Revitalization Association  
2003 2<sup>nd</sup> Street  
Tillamook OR 97141

(503) 842-9797 (Office)  
(503) 812-2209 (Alt.)

---

May 15, 2012

To: the Tillamook City Council  
Reg. Third Quarter Report

Councilors:

The Tillamook Revitalization Association continues to work for the betterment of the City of Tillamook in the following areas.

**TRA Downtown Promotion/Activities:**

- *Valentine's Day*
  - ❖ Participated in the Shopper drawing for a weekend at Lake Paulina and the Headlight Herald drawing for a 10 lb box of chocolates. Distributed information and encouraged merchants to participate.
- *Moonlight Madness*
  - ❖ Are planning and already implementing some new attractions to increase attendance at this event.
- *June Dairy Parade*
  - ❖ Assisted the Parade committee by hand delivering information to every business from Les Schwab to Fred Meyer.
  - ❖ Are partnering with the Chamber to clean up Downtown
- *As-of-yet unnamed project*
  - ❖ Are partnering with the Chamber and Associations Committee to put uniform flower planters along the streets of the downtown area. The TRA board voted to support this project and is waiting for confirmation from the other two groups.

**TRA Board Activities/items of interest:**

1. Hosted Charles Woolridge at the board meeting who presented his Hoquarton House project. The board agreed to add the TRA to his list of supporters.

2. As reported last quarter, the TRA made a commitment to offer to apply for a 2012 PUD Community Support Grant on behalf of the Farmers' Market. The market chose not to accept the offer after some deliberation. They decided that it did not fit with their fund development roadmap at this time. They stated that they did appreciate the gesture and hope to be kept in mind for other grant opportunities in the future.
3. Board members and officers were elected this quarter. We welcomed Aaron Palter, project coordinator for the Port of Tillamook Bay, as a new board member. Sam Sadtler also stayed on to provide his encouragement and support to our downtown. A copy of our membership structure is attached.

**Second Street Public Market status:**

1. We continue at 100% capacity
2. This winter has been slow for the market and some of the shopkeepers, but we are holding our own and things are picking up.
3. We have two new shops, both of which hit the ground running. Tillamook now has a children's shop, Teeter Toddlers, which also carries a line of maternity clothes. The second shop, Penny Lane Name Brands, carries good, used designer clothing. Both shopkeepers are young and enthusiastic—we love it!
4. The market produced “A Passion for Fashion” to a standing room only crowd. The benefit fashion show cleared \$800, which was divided among local charities.
5. The market is hosting at least four groups a month in addition to the classes taking place.
6. A committee is working on a building use policy for after hours use for those groups wanting an evening meeting or party.
7. We secured our limited on-premises liquor license.
8. The Third Friday of each month has been designated as open mic night. We have had musicians, singers and poetry readings.
9. A once a month Saturday karaoke for the 20 and under group is in the works. This has been a request of quite a few youth as well as parents and grandparents.
10. Two outside hose bibs were installed by a local plumber. It's the small things that make us happy.

**Tillamook Farmers' Market:**

1. The Tillamook Farmers' Market board requested, and received, the TRA's support in forming a separate 501 c-6 corporation along with the assets accumulated under the TRA's umbrella. A copy of the letter is attached. We wish them continued success.

Respectfully submitted,  
Chris Kell  
Administrative Assistant

### THIRD QUARTER FINANCIAL REPORT

<b>Tillamook Revitalization Association</b>			
3rd Quarter Financial Report 2012			
<b>INCOME</b>			
DATE	VENDOR	LINE ITEM	AMOUNT
2/6/12	City of Tillamook	Business License Surcharge, 7/1/11 thru 1/25/12	\$3,656.25
		<b>TOTAL</b>	<b>\$3,656.25</b>
<b>EXPENSES</b>			
DATE	VENDOR	LINE ITEM	AMOUNT
1/19/12	Tillamook County Shopper	Ads	\$33.00
1/19/12	Wave Internet Services		\$33.00
2/8/12	Second Street Public Market	Fashion Show sponsorship	\$100.00
2/13 & 3/1/12	Workforce Consolidation team	Wages/Temp agency fees	\$982.80
4/12/12	Liberty Northwest	Liability Insurance	\$256.00
5/4/12	Workforce Consolidation team	Wages/Temp agency fees	\$680.40
		<b>TOTAL</b>	<b>\$2,085.20</b>

**TILLAMOOK REVITALIZATION ASSOCIATION**

2003 Second Street

Tillamook, Oregon 97141

(503) 842-9797

tillamookrevitalization.assoc@gmail.com

<b>Director</b>	<b>Expire</b>	<b>Business/Organization</b>	<b>eMail</b>
Ken Phillips	2013	Citizen	<a href="mailto:krphil@gmail.com">krphil@gmail.com</a>
Tom Connaughton	2013	Diamond Art Jewelers, 307 Main Ave.	<a href="mailto:tomnellic@embarqmail.com">tomnellic@embarqmail.com</a>
Gordon Plotts	2013	Safeway, 1815 4th St.	<a href="mailto:gordosenior@hotmail.com">gordosenior@hotmail.com</a>
<b>VACANT POSITION</b>	2014		
Doug Henson	2014	Tillamook City Government	<a href="mailto:doughenson@oregoncoast.com">doughenson@oregoncoast.com</a>
Mary McGinnis	2014	Tillamook Options Program/Project Citizen Co-ordinator	<a href="mailto:mary.mcgininis@hotmail.com">mary.mcgininis@hotmail.com</a>
Sam Sadtler	2015	Retired, Small Business Development Center	<a href="mailto:samsncee@gmail.com">samsncee@gmail.com</a>
Justin Aufdermauer	2015	Tillamook Area Chamber of Commerce, Executive Director	<a href="mailto:aufdel@hotmail.com">aufdel@hotmail.com</a>
Aaron Palter	2015	Port of Tillamook Bay, Project Coordinator	<a href="mailto:krphil@gmail.com">krphil@gmail.com</a>
Suzanne Weber		CITY COUNCIL LIAISON	<a href="mailto:suzannetom@embarqmail.com">suzannetom@embarqmail.com</a>
Chris Kell		<b>SUPPORT STAFF</b>	
Deb Dyson		TRA Administrative Assistant	<a href="mailto:tillamookrevitalization.assoc@gmail.com">tillamookrevitalization.assoc@gmail.com</a>
Simpson & Weitman		Legal Consultant/Attorney Accountants	



<b>Name</b>	<b>Business/Organization</b>	<b>eMail</b>
<b>Second Street Public Market Advisory Board</b>		
2003 Second Street		
Tillamook OR 97141		
503-842-9797 <a href="mailto:publicmarket2st@yahoo.com">publicmarket2st@yahoo.com</a>		
Justin Aufdermauer	Tillamook Chamber of Commerce	<a href="mailto:aufde1@hotmail.com">aufde1@hotmail.com</a>
Sue Miller	Shopkeeper-Miller's Glass	<a href="mailto:RDM@oregoncoast.com">RDM@oregoncoast.com</a>
Doug Henson	Tillamook City Government	<a href="mailto:doughenson@oregoncoast.com">doughenson@oregoncoast.com</a>
Chris Kell	Shopkeeper-Get the Scoop	<a href="mailto:kell@oregoncoast.com">kell@oregoncoast.com</a>
Suzanne Weber	Tillamook City Government	<a href="mailto:suzannetom@embarqmail.com">suzannetom@embarqmail.com</a>
Katherine Meurer	Community member	<a href="mailto:meuren@charter.net">meuren@charter.net</a>
Candace Wilkins	Shopkeeper liaison	<a href="mailto:cwilk55@live.com">cwilk55@live.com</a>
Linda Crist	Clerk	<a href="mailto:publicmarket2st@yahoo.com">publicmarket2st@yahoo.com</a>



PO Box 298 Netarts, Oregon 97143

March 29, 2012

Board of Directors  
Tillamook Revitalization Association

RE: Tillamook Farmers' Market reorganization

Esteemed Board Members:

As you know, the Tillamook Farmers' Market is set to begin its twelfth year of bringing people, farmers, and fresh produce together in Tillamook. In the early years, Chris Kell and Doug Henson worked tirelessly to ensure the success of our fledgling market, which has since grown to serve over 35,000 in the 2011 season. After more than a decade of continued operation, we are now guided by a board of diverse, business-savvy professionals; we attract volunteers and funding from the community; and we've recently added an enthusiastic, skilled Market Manager. This growth is the natural course of any entity, from birth through development to maturity, and eventually culminates in a healthy separation. To provide the best service to the people of Tillamook, we feel the time has arrived for the Tillamook Farmers' Market to become an independent entity unto itself. This has many benefits for the Tillamook Revitalization Association (TRA), the Tillamook Farmers' Market, and the people of Tillamook:

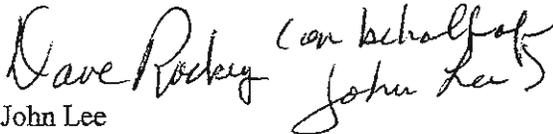
1. Separation allows us, the TRA and the Farmers' Market, to pursue separate but parallel revenue streams. Not only would this free up TRA money that would otherwise have been allotted to the Farmer's Market, it could also mean an overall increase in the amount of external funding coming into Tillamook from State and Federal programs, and in most cases, we would not be competing for the same type of grants.
2. The "industry standard" for farmers' markets in Oregon is to be independently organized business entities. By reorganizing, it allows us to interact with these other organizations on a more independent and equal footing, and brings additional legitimacy to our Farmers' Market while being a source of pride for the people of Tillamook.
3. Avoids any potential conflict of interest between the TRA and the Farmers' Market. Although both entities exist to promote the good of Tillamook, their means of accomplishing this and operational priorities are very different.
4. Reorganization isolates the TRA and Farmers' Market from their separate legal and financial obligations, which are very different. The TRA is involved with financial dealings that are much larger than ours, and due to the high volume of people that visit the Farmers' Market and their transient nature, we have a liability exposure that is much higher than the TRA's.

5. The structure and activities of the Farmers' Market could put the 501(c) 3 status of the TRA in jeopardy. Part of our goals is to serve as an incubator for small farm businesses, and that is normally the purview of a 501(c) 6. Separating the TRA from the Farmers' Market could avoid tax complications, in the event of an IRS audit.

In light of these opportunities, we hereby request that the Tillamook Revitalization Association recognize our formation of a new non-profit business entity, and lend their support to this endeavor to promote the well-being of Tillamook's farmers. As you may know, the 2012 Market season is about to begin and preparations are well underway. To make a smooth transition, we request your assistance by granting us ownership of the existing Farmers' Market funds and assets currently used in the operation of the Market (see Attachment A). Opening weekend is June 16, so we ask that you work with us to make these arrangements by April 15.

We are confident that this change will bring a higher level of prosperity to the TRA, Farmers' Market, and the Tillamook community as a whole. Thank you for your history with the Tillamook Farmers' Market and dedicated service to our community.

Respectfully submitted,

  
John Lee  
Chairman

  
Dave Rockey  
Vice Chairman

  
Heidi Luquette  
Treasurer

  
Carol Palmer  
Secretary

Enclosures:

**Attachment A**

## **Attachment A**

### **Tillamook Farmers' Market List of Assets**

Market HQ trailer  
Sound system  
Signs, banners, canopies  
Electrical cord covers  
Tables, chairs, trash containers  
Misc. infrastructure items  
Office equipment/supplies  
Intellectual properties such as the Website and logo  
Storage shed  
Handmade wheel barrel  
Financial assets in TLC Bank Account

# Accounts Payable Computer Check Proof List



User: adm  
Printed: 05/10/2012 - 4:50 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4517	De Lage Landen Public Finance			Check Sequence: 1	ACH Enabled: No
13603160	Oce 3522-C Hall 25014782, 5/1-5/31/12	179.75	05/10/2012	010-10-53240	
13603160	Oce 2522-PD 25014782, 5/1-5/31/12	186.68	05/10/2012	010-10-53240	
	Check Total:	366.43			
Vendor:4967	First American Title			Check Sequence: 2	ACH Enabled: No
7051-1864379	Kinsman Property Purchase	596,382.95	05/10/2012	010-10-54060	
	Check Total:	596,382.95			
Vendor:4826	First Bankcard			Check Sequence: 3	ACH Enabled: No
1204111	Food-City Hall Moving meal	14.95	05/10/2012	010-03-53800	
1623	Meal-training/Newport/JW & RT	37.95	05/10/2012	020-20-53400	
209917	Food-related to PD new hire process	51.98	05/10/2012	010-07-53350	
3.30.12	Water & cooler rental-WW Div	23.32	05/10/2012	022-22-53230	
318638	Motel-training/Newport-AS	308.31	05/10/2012	021-02-53070	
373296	Meal-training/Newport/JW & RT	20.35	05/10/2012	020-20-53400	
4.12.12	Meal-training/Newport/JW & RT	21.76	05/10/2012	020-20-53400	
4.13.12	Pizza-City Hall Moving meal	60.00	05/10/2012	010-03-53800	
403634	Gas-Parks Presentation-PW	23.71	05/10/2012	010-05-53400	
443027334	Website renewal 2012-2013	175.45	05/10/2012	010-10-53370	
50	Meal-related to PD new hire process	33.90	05/10/2012	010-07-53350	
53071	Sight glass TWAs pump-WW Div	46.87	05/10/2012	022-22-53210	
5572	Meal-training/Newport/JW & RT	54.40	05/10/2012	020-20-53400	
570133	Refreshments for Muni Ct meeting	7.50	05/10/2012	010-04-53800	
6/20/12	Room-OAWU Developing Ops&Maint manual	136.98	05/10/2012	021-02-53070	
602938	Bottled water-rc: PD new hire process	14.91	05/10/2012	010-07-53350	
60792	Meal-training/Newport/JW & RT	19.40	05/10/2012	020-20-53400	
60948	Meal-training/Newport/JW & RT	14.40	05/10/2012	020-20-53400	
703563	Meal-training/Newport/JW & RT	41.40	05/10/2012	020-20-53400	
70468	Room-training/Newport/Trogdon	197.25	05/10/2012	020-20-53400	
70470	Room-training/Newport/Williams	230.40	05/10/2012	020-20-53400	
722	Meal-training/Newport/JW & RT	21.76	05/10/2012	020-20-53400	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
801131	Council dinner-4/16/12	6.00	05/10/2012	010-01-53410	
815984	Ice & pop-City Hall Moving meal	2.50	05/10/2012	010-03-53800	
839212	Meal-training/Newport/JW & RT	19.90	05/10/2012	020-20-53400	
888446	Council dinner-4/2/12	60.09	05/10/2012	010-01-53410	
890827	Starbuck's coffee traveler-PD	13.00	05/10/2012	010-07-53350	
972774	Food-related to PD new hire process	75.00	05/10/2012	010-07-53350	
982664	Meeting lunch-Wtr Div	25.80	05/10/2012	021-02-53070	
993617	Food-City Hall Moving meal	33.30	05/10/2012	010-03-53800	
	Check Total:	1,792.54			

Total for Check Run: 598,541.92  
Total Number of Checks: 3

# Accounts Payable Computer Check Proof List



User: adm  
Printed: 05/17/2012 - 4:29 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4387 3813	All Starr Signs City of Tillamook Banner Check Total:	208.00 208.00	05/21/0121	Check Sequence: 1 070-70-53580	ACH Enabled: No
Vendor:4658 1039	Averill Landscaping Materials Screen sweeper debris-Aug 2011 Check Total:	600.00 600.00	05/21/0121	Check Sequence: 2 020-20-54060	ACH Enabled: No
Vendor:4589 166244	Ball Janik LLP Gen. employment labor atty 4/24&25/12-PD Check Total:	675.00 675.00	05/21/0121	Check Sequence: 3 010-07-53060	ACH Enabled: No
Vendor:4924 1666 5.9.12	Blue Heron Vending & Coffee Se (2) 5 Gal water-CH Water cooler rental Ap/My 2012 Check Total:	14.00 20.00 34.00	05/21/2012 05/21/2012	Check Sequence: 4 010-10-53240 010-10-53240	ACH Enabled: No
Vendor:0028 12-53653 12-53665	Boyd's Implement Service, LLC 4" Close nipple-WW Div 4" Close nipple-WW Div Check Total:	12.00 12.00 24.00	05/21/0121 05/21/0121	Check Sequence: 5 022-22-53230 022-22-53230	ACH Enabled: No
Vendor:3076 1902-245821	Carquest Auto Parts Stores Bearing for huber screen-WW Div Check Total:	21.33 21.33	05/21/0121	Check Sequence: 6 022-22-53210	ACH Enabled: No
Vendor:4546 1156688-IN	Carson Oil Company Diesel fuel conditioner-St Div	35.40	05/21/0121	Check Sequence: 7 020-20-53210	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	35.40			
Vendor:4262	Charter Communications				
5.1.12 Stmt	503-842-6152&842-6112, 5/11 to 6/10/12	144.91	05/21/2012	020-20-53420	ACH Enabled: No
5.3.12 Stmt-1	503-842-2161, 5/13 to 6/12/12	31.47	05/21/2012	022-22-53420	
5.3.12 Stmt-2	503-842-8339 5/13 to 6/12/12	32.34	05/21/2012	021-01-53420	
	Check Total:	208.72			
Vendor:4894	CHS				
972215	Propane 333.4 @ 1.93 gal-WW Div	643.46	05/21/0121	022-22-53450	ACH Enabled: No
972406	Propane 245.2 @ 1.85 gal-WW Div	453.62	05/21/0121	022-22-53450	
	Check Total:	1,097.08			
Vendor:0089	Coast Printing and Stationary				
H5637	1000 Water Div envelopes	91.70	05/21/0121	021-02-53270	ACH Enabled: No
H5653	500 bus cards-Bomar	89.90	05/21/0121	010-07-53270	
	Check Total:	181.60			
Vendor:0082	Columbia Fire & Safety Co.				
986	10 annual fire ext. maint.-PD	108.50	05/21/0121	010-07-53210	ACH Enabled: No
	Check Total:	108.50			
Vendor:6000	DMV Records Policy Unit				
67857-043012	LEDS records requested Apr 2012	13.00	05/21/0121	010-07-53720	ACH Enabled: No
	Check Total:	13.00			
Vendor:4514	EC Electrical Construction Co.				
90496	4/15/12 pump replacement WWTP	143.06	05/21/0121	022-22-53210	ACH Enabled: No
	Check Total:	143.06			
Vendor:4454	Ferguson Enterprises, Inc. #30				
724965	(16) 1000 gal 5/8 meters-Wtr Div	2,000.00	05/21/0121	021-06-55065	ACH Enabled: No
	Check Total:	2,000.00			
Vendor:1019	Hach Company				
7743400	(2) Sensor Cap Assy-DO Probe-WW Div	345.95	05/21/0121	022-22-53440	ACH Enabled: No
7745540	Turbidity sensor,lamp assy,lab kits-Wtr	1,991.50	05/21/0121	021-04-53040	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,337.45			
Vendor:0198	Headlight Herald			Check Sequence: 16	ACH Enabled: No
68677	Pub Nic-Asphalt Bid 5/2/12	56.70	05/21/0121	020-20-53130	
68679	Pub Nic-City Budget 5/2/12	44.10	05/21/0121	010-03-53190	
68680	Pub Nic-Revenue Sharing 5/2/12	38.85	05/21/0121	010-03-53190	
	Check Total:	139.65			
Vendor:4437	Industrial Systems Inc.			Check Sequence: 17	ACH Enabled: No
11.30.01-11	Serv trip-Lime tower electrical problem	694.20	05/21/0121	022-22-53230	
	Check Total:	694.20			
Vendor:4393	Jordan Ramis, PC, Attys at Law			Check Sequence: 18	ACH Enabled: No
82783	WWTP litigation legal serv 3/16-4/15/12	25,677.51	05/21/0121	022-22-53370	
	Check Total:	25,677.51			
Vendor:4472	Marc Nelson Oil Products			Check Sequence: 19	ACH Enabled: No
CL88029	01-0006091, WWTP fuel 5/1 to 5/15/12	316.73	05/21/2012	022-22-53140	
CL88029	01-0006091, Street fuel 5/1 to 5/15/12	535.76	05/21/2012	020-20-53140	
CL88029	01-0006091, Wtr fuel 5/1 to 5/15/12	1,109.98	05/21/2012	021-03-53140	
	Check Total:	1,962.47			
Vendor:0290	NAPA Auto Parts			Check Sequence: 20	ACH Enabled: No
45379	Flux-cored wire for welder-WW Div	27.29	05/21/0121	022-22-53230	
45733	Gauge, Emerg glass fuse kit-WW Div	25.06	05/21/0121	022-22-53210	
46024	Transmission fluid & filter-sweeper	21.98	05/21/0121	020-20-53210	
46153	Oil & filter-St Div beaver generator	30.85	05/21/0121	020-20-53210	
46161	30W oil-St Div beaver	4.79	05/21/0121	020-20-53210	
46339	1 gal antifreeze-WW Div	29.07	05/21/0121	022-22-53250	
46509	Thread locker-WW Div	6.99	05/21/0121	022-22-53250	
46511	Distributor cap&rotor,spark plugs&wire	138.72	05/21/0121	022-22-53250	
46562	Roller ball bearing-WW Div huber screen	36.49	05/21/0121	022-22-53210	
46726	Antifreeze-Sweeper	16.99	05/21/0121	020-20-53210	
	Check Total:	338.23			
Vendor:4926	NW Engineers			Check Sequence: 21	ACH Enabled: No
04-12#1537	DEQ cross conn & storm MP, April 2012	2,570.63	05/21/0121	020-20-53240	
	Check Total:	2,570.63			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4824 3805-212765 3805-213609	O'Reilly Automotive Stores, In Water removal funnel for City Shop Upholstery cleaner & protectant-St Div Check Total:	19.99 11.48 31.47	05/21/0121 05/21/0121	Check Sequence: 22 020-20-53230 020-20-53230	ACH Enabled: No
Vendor:4593 606186500002 609150539001 609306289001	Office Depot Remanufactured HP78 cig-AS Cs Enmotion ppr twls, staple remover Soap refill for City Hall dispensers Check Total:	12.71 48.19 25.99 86.89	05/21/0121 05/21/0121 05/21/0121	Check Sequence: 23 021-02-53270 010-10-53230 010-10-53230	ACH Enabled: No
Vendor:4081 596873 758149 758149	OfficeMax Incorporated HP21 & 22 ctgs-Wir Div TL 6x9 Bus Lic envelopes CD/DVD labels Check Total:	46.53 32.60 7.57 86.70	05/21/0121 05/21/0121 05/21/0121	Check Sequence: 24 021-02-53270 010-10-53250 010-03-53270	ACH Enabled: No
Vendor:4085 ARK39732 ARK39732 ARK39734 ARK39735	OR Dept of Administrative Ser Trash receptacle, stand-Admin Intrenching tool-Wir Div Cargo truck-Wir Div 1st aid&emrgey kits,gloves.5 spill basin Check Total:	16.00 20.00 3,000.00 195.00 3,231.00	05/21/0121 05/21/0121 05/21/0121 05/21/0121	Check Sequence: 25 010-03-53270 021-02-53211 021-07-55080 021-03-53252	ACH Enabled: No
Vendor:4118 726908	Polydyne, Inc. 2300 lb tote clarifloc-WW Div Check Total:	2,645.00 2,645.00	05/21/0121	Check Sequence: 26 022-22-53040	ACH Enabled: No
Vendor:4470 4.23.12	PostaBox Shipping-OACP, 4/23/12 Check Total:	10.88 10.88	05/21/0121	Check Sequence: 27 010-07-53300	ACH Enabled: No
Vendor:4688 50529429-5/12	Protection One Alarm Monitorin Security Service 5/17 to 6/16/12 Check Total:	54.95 54.95	05/21/2012	Check Sequence: 28 010-07-53240	ACH Enabled: No
Vendor:0434 31211522	Scientific Supply & Equipment Electrode pH - WW Div	101.71	05/21/0121	Check Sequence: 29 022-22-53440	ACH Enabled: No

Check Total:					
		101.71			
Vendor:3094	Sheldon Oil Company				ACH Enabled: No
4115	Police fuel 4/1 to 4/30/12	1,976.89	05/21/0121	Check Sequence: 30	
	Check Total:	1,976.89		010-07-53140	
Vendor:0862	Tillamook Co. Creamery Assoc				ACH Enabled: No
53435/1	(5) 15 gal chlorine-Wtr plant	159.95	05/21/0121	Check Sequence: 31	
53437/1	(8) 50 lb soda ash-WW Div	135.92	05/21/0121	021-04-53040	
53482/1	Mouse trap and rat bait-St Div	9.57	05/21/0121	022-22-53040	
53554/1	(20) 5'x3/8 fiberglass posts-WW Div	35.00	05/21/0121	020-20-53200	
53645/1	(4)garden gloves,chain,snap/Well 2	25.22	05/21/0121	022-22-53230	
54246/1	(4) 15 gal chlorine-Wtr plant	127.96	05/21/0121	021-02-53250	
54597/1	(2) 15 gal chlorine-Wtr plant	63.98	05/21/0121	021-04-53040	
54854/1	Hedge shear wood handle-St Div	20.75	05/21/0121	021-04-53040	
54888/1	Shovel for Arbor Day tree planting	6.79	05/21/0121	020-20-53350	
55264/1	Lawn Rake-Parks	6.99	05/21/0121	020-20-53210	
55304/1	(4) 15 gal chlorine-Wtr plant	127.96	05/21/0121	020-20-53350	
	Check Total:	720.09		021-04-53040	
Vendor:0498	Tillamook Co. Solid Waste				ACH Enabled: No
220875-906	City trash run	15.00	05/21/0121	Check Sequence: 32	
221034-906	Water plant garbage run	15.00	05/21/0121	020-20-53350	
221491-906	City trash run	15.00	05/21/0121	021-04-53250	
221906-906	City Hall move-trash	15.00	05/21/0121	020-20-53350	
222086-906	City trash run	15.00	05/21/0121	010-10-53230	
222561-906	City trash run	15.00	05/21/0121	020-20-53350	
	Check Total:	90.00		020-20-53350	
Vendor:0525	Tillamook Co. Treasurer				ACH Enabled: No
Apr 2012	Portion County Phone Bill	8.25	05/21/2012	Check Sequence: 33	
Apr 2012	Portion County Phone Bill	40.58	05/21/2012	020-20-53420	
Apr 2012	Portion County Phone Bill	8.25	05/21/2012	010-03-53420	
Apr 2012	Portion County Phone Bill	21.46	05/21/2012	022-22-53420	
Apr 2012	Portion County Phone Bill	69.82	05/21/2012	021-01-53420	
Apr 2012	Portion County Phone Bill	20.29	05/21/2012	010-07-53420	
Apr 2012	Portion County Phone Bill	20.29	05/21/2012	010-05-53420	
	Check Total:	188.94		010-04-53420	
Vendor:0502	Tillamook Farmer's Co-op				ACH Enabled: No
121606	Rod tub ends-St Div	2.85	05/21/0121	Check Sequence: 34	
				020-20-53230	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
121621	(2) 2" PVC slip caps-St Div	1.60	05/21/0121	020-20-53350	
121639	40 fiberglass posts 3/8" x48"- WW Div	57.24	05/21/0121	022-22-53230	
121680	(11) Nitrile gloves/various sizes-Wtr Div	39.51	05/21/0121	021-02-53250	
122662	Rake Handle-St Div	21.59	05/21/0121	020-20-53350	
123155	4 T posts-Arbor Day tree planting	23.96	05/21/0121	020-20-53210	
	Check Total:	146.75			
Vendor:4334	Tillamook Radio Shack	42.98	05/21/0121	010-03-53270	ACH Enabled: No
10105380	USB extensions for move-MT/DR	42.98			
	Check Total:				
Vendor:0670	Tommy's Cleaners	6.00	05/21/0121	010-07-53410	ACH Enabled: No
B041967	Dry cleaning, 1 pc, Bomar	48.00	05/21/0121	010-07-53410	
B041979	Dry cleaning, 6 pcs, Bomar	10.00	05/21/0121	010-07-53410	
B041988	Dry cleaning, 2 pcs, Olson	20.00	05/21/0121	010-07-53410	
B042008	Dry cleaning, 4 pcs, Miller	10.00	05/21/0121	010-07-53410	
B042022	Dry cleaning, 2 pcs, Coleman	20.00	05/21/0121	010-07-53410	
B042024	Dry cleaning, 4 pcs, Troxel	24.45	05/21/0121	010-07-53410	
B042064	Dry cleaning, 5 pcs, Wright	15.00	05/21/0121	010-07-53410	
B042071	Dry cleaning, 3 pcs, Bomar	25.00	05/21/0121	010-07-53410	
B042102	Dry cleaning, 5 pcs, Bomar	10.00	05/21/0121	010-07-53410	
B042114	Dry cleaning, 2 pcs, Olson	10.00	05/21/0121	010-07-53410	
B042130	Dry cleaning, 2 pcs, Coleman	15.00	05/21/0121	010-07-53410	
B042132	Dry cleaning, 3 pcs, Bowcr	15.00	05/21/0121	010-07-53410	
B042143	Dry cleaning, 3 pcs, Bomar	15.00	05/21/0121	010-07-53410	
B042167	Dry cleaning, 2 pcs, Olson	15.00	05/21/0121	010-07-53410	
B042179	Dry cleaning, 3 pcs, Miller	15.00	05/21/0121	010-07-53410	
B042202	Dry cleaning, 2 pcs, Bomar	10.00	05/21/0121	010-07-53410	
B042250	Dry cleaning, 3 pcs, Bomar	15.00	05/21/0121	010-07-53410	
B042251	Dry cleaning, 2 pcs, Miller	10.00	05/21/0121	010-07-53410	
B042260	Dry cleaning, 2 pcs, Olson	6.00	05/21/0121	010-07-53410	
B042271	Dry cleaning, 2 pcs, Coleman	10.00	05/21/0121	010-07-53410	
B042279	Dry cleaning, 2 pcs, Miller	10.00	05/21/0121	010-07-53410	
B042301	Dry cleaning, 2 pcs, Wright	10.00	05/21/0121	010-07-53410	
B042326	Dry cleaning, 2 pcs, Miller	10.00	05/21/0121	010-07-53410	
	Check Total:	334.45			
Vendor:4364	Nickalaus Troxel	44.78	05/21/0121	010-07-53400	ACH Enabled: No
5.7.12	Meals-background investigations-NT	44.78			
	Check Total:				

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0713 1078698625	Verizon Wireless, Bellevue 964246907-00001 Water Cell Phones	362.87	05/21/2012	Check Sequence: 38 021-01-53420	ACH Enabled: No
1078698625	964246907-00001 Admin Cell Phones	75.87	05/21/2012	010-03-53420	
1078698625	964246907-00001 Police Cell Phones	10.54	05/21/2012	010-07-53420	
1078698625	964246907-00001 Sewer Cell Phones	151.30	05/21/2012	022-22-53420	
1078698625	964246907-00001 Street Cell Phones	72.78	05/21/2012	020-20-53420	
	Check Total:	673.36			
Vendor:4741 0000002	VLG Consulting Till Co Hazard Mit Plan update-Part 2	16,000.00	05/21/0121	Check Sequence: 39 010-05-53060	ACH Enabled: No
	Check Total:	16,000.00			
Vendor:4039 58851	Waterlab Corp. Water testing 4.24.12 various locations	280.00	05/21/0121	Check Sequence: 40 021-06-58010	ACH Enabled: No
	Check Total:	280.00			
	Total for Check Run:	65,816.67			
	Total Number of Checks:	40			