

AGENDA
REGULAR CITY OF TILLAMOOK COUNCIL MEETING
~ MONDAY, JUNE 20th, 2011 AT 7:00 P.M. ~
TILLAMOOK CITY HALL, 210 LAUREL AVENUE
www.tillamookor.gov

5:00 P.M. EXECUTIVE SESSION ORS 192.660 (2)(e) – Property Negotiations & Pending Litigation

5:30 P.M. COUNCIL WORKSHOP – Council Rules

7:00 P.M. CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES:

PROCLAMATIONS: None

PRESENTATIONS/UPDATES/REQUESTS: None

PUBLIC HEARINGS:

1. City Water Rate Increase

PENDING BUSINESS:

1. Tillamook Chamber of Commerce Tourism Promotion Agreement – Chamber Director Justin Aufdermauer

NEW BUSINESS:

1. TRA Moonlight Madness Request for Street Closures
2. Community Action Team Request
3. Tillamook Urban Renewal Agency Request for 1st Street Parking Lot Workshop
4. Public Works Committee Recommendations: Laurel Street Parking Changes and Stops on Delmonte at 6th Street
5. Staff Report: Slurry Seal Bid Proposal, Public Works Director Arley Sullivan
6. Tillamook Stormwater Master Plan Proposal
7. Level I Environmental Assessment Proposal – 2nd Street & Birch Avenue

LEGISLATIVE:

1. Resolution Declaring the City of Tillamook Election to Receive Oregon State Revenue Sharing Funds
2. Resolution Adopting the 2011-2012 City of Tillamook Budget
3. Amendment to Resolution 1567 Regarding DEQ Loan Interest Rate
4. Resolution For Water Rate Increase

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).

COUNCIL CONCERNS – Non Agenda Items

MONTHLY REPORTS:

1. City Recorder
2. Mayor

COMMITTEE REPORTS:

1. Personnel Committee
2. Public Works Committee

STAFF COMMUNICATIONS/CORRESPONDENCE/DISCUSSION

1. Tillamook PUD Transmission Line Relocation
2. Tillamook Fire District “Fill The Boot” Fundraiser
3. Tillamook Estuaries Partnership (TEP) Thank You Letter

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 coming up in June & July 2011 at City Hall:

1. City Council: Tuesday, July 5 and Monday, July 18, 2011 @ 7:00 pm
2. Tillamook Urban Renewal Agency (TURA): Wednesday, June 22, 2011 @ 5:30 pm
3. Tillamook Planning Commission: July 7, 2011 @ 7:00 pm

POSTED: June 17th, 2011

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

TILLAMOOK REVITALIZATION ASSOCIATION
2003 SECOND STREET
TILLAMOOK, OREGON 97141 (503) 842-7940

June 16, 2011

Dear Mayor and City Councilors,

The Moonlight Madness promotion has been scheduled for our town on Friday, July 29, 2011.

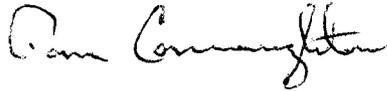
The event will begin at 6:30 pm until approximately 9:00 pm.

We have two requests of the City Council for that evening.

- 1) May we please have permission to close 2nd Street between Main and Pacific Avenues to accommodate the Tillamook School of Dance performance.
- 2) May we please have permission to close 5th Street between Main and Pacific Avenues to Accommodate a "Cruise-In" style car show.

We will look forward to visiting with you regarding this matter at your next City Council meeting.

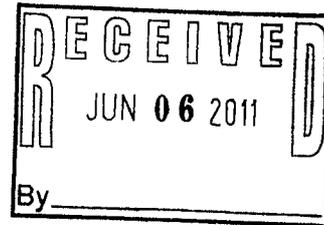
Thanking you in advance,



Tom Connaughton

Secretary – Tillamook Revitalization Association

COMMUNITY ACTION TEAM, INC.
"BUILDING BRIDGES TO SELF-SUFFICIENCY"



CENTRAL OFFICE
125 N. 17th St.
St. Helens, Oregon 97051
Voice (503) 397-3511
Fax (503) 397-3290
Administration
Information & Referral Ext. 274

FISCAL OFFICE
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(503) 366-6565
(503) 366-6569
Fax (503) 366-7906

COMMUNITY DEVELOPMENT PROGRAMS
125 N. 17th St.
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(800) 404-3511
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SELF-HELP HOUSING
New Construction Sweat Equity
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HOUSING REHABILITATION
Rehabilitation
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Astoria
(503) 325-8098
(800) 325-8098
Columbia
(503) 397-1675
(800) 955-1675

EMERGENCY HOUSING PROGRAM
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CARING OPTIONS
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CHILD & FAMILY
DEVELOPMENT PROGRAM
PO Box 10, 108 W. B. St.
Rainier, Oregon 97048
(503) 556-3736
Head Start
Healthy Start

KID CARE PROGRAM
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ENERGY SERVICES PROGRAM
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(503) 366-6543
Respite Care, OPI
Senior Support & Nutrition Programs

Veterans Service Program
125 N. 17th St.
St. Helens, Oregon 97051
(503) 366-6580

DISASTER RECOVERY PROGRAM
850 Maple St.
Vernonia, Oregon 97064
(503) 429-4948

June 3, 2011

City of Tillamook City Manager, Paul Wintergreen;
Mayor, Suzanne Weber;
Councilors Joseph Martin, Matt Harris, Cheryl Davy, Steve Forster, John Sandusky, Doug Henson
210 Laurel Ave.
Tillamook, OR 97141

Dear Manager Wintergreen, Mayor Weber and Councilors Joseph Martin, Matt Harris, Cheryl Davy, Steve Forster, John Sandusky, Doug Henson:

The City of St. Helens, in partnership with Community Action Team, has been invited by Oregon Business Development Department to submit an application for the 2011 CDBG funded regional housing rehabilitation loan program.

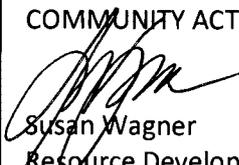
The City of St. Helens and Community Action Team are requesting your support. Your firsthand knowledge of low-income housing issues including the need to provide handicapped accessibility modifications will help support the application's premise of need in the Northwest Oregon Region. Your continued partnership and participation is greatly appreciated. I have attached our original letter which was sent to you April 27, 2011 for reference.

Your written comments are important to a successful outcome in the application process. We plan to submit the application no later than June 24th, in advance of the June 30 application deadline. It would be helpful if you could provide a letter of support by June 17, 2011. If you need another copy of the sample support letter, please let me know.

Please address your written comments to the City of St. Helens and mail to Community Action Team, Inc., 125 N. 17th Street, St. Helens, OR 97051 attention: Susan Wagner. You may also send them via PDF to me at swagner@cat-team.org.

If you would like additional information regarding the application or our program, I can be reached at 503.366.6562 or you can contact Beverly Danner in our Astoria office at 503.325.8098 ext 2302.

Sincerely,
COMMUNITY ACTION TEAM


Susan Wagner
Resource Development Specialist

cc: Mayor Randy Peterson

COMMUNITY ACTION TEAM, INC.

"BUILDING BRIDGES TO SELF-SUFFICIENCY"



MAY 10 2011

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April 27, 2011

City of Tillamook City Manager, Paul Wintergreen;
Mayor, Suzanne Weber;
Councilors Joseph Martin, Matt Harris, Cheryl Davy, Steve Forster, John Sandusky, Doug Henson
210 Laurel Ave.
Tillamook, OR 97141

Dear Manager Wintergreen, Mayor Weber and Councilors Joseph Martin, Matt Harris, Cheryl Davy, Steve Forster, John Sandusky, Doug Henson:

The Oregon Business Development Department is now accepting applications for the 2011 CDBG funded Regional Housing Rehabilitation Program. Grants are awarded in a competitive funding cycle, with the maximum grant \$400,000. Applications are due June 30, 2011.

The City of St. Helens is partnering with Community Action Team to apply for 2011 program funds for housing rehabilitation and expansion and sustainability of the Northwest Oregon Regional Housing Loan Fund. The City of St Helens is the lead applicant, and will work with our historical municipal partners as co-applicants. The application requires a minimum of three jurisdictions and a qualified non-profit. The program, if funded, will help low-income households in Clatsop, Columbia and Tillamook Counties to repair and renovate their homes to meet health, safe and secure standards. Based on results of a recent survey, it has been proposed that the program also target Handicapped Accessibility Modifications. A public hearing has been scheduled for 7:00 p.m., May 18, 2011 at St. Helens City Hall.

With the initial funds of \$400,000, it is proposed that the Regional Housing Rehabilitation Program rehabilitate 30 owner-occupied homes over a two-year period. The program will serve homeowners whose incomes are at or below 80% of median income. CDBG funds will be provided as zero-interest, deferred payment loans to homeowners.

Loan repayments from the program will be paid back to the Northwest Oregon Regional Housing Loan Fund to support ongoing affordable housing activities in Clatsop, Columbia and Tillamook counties.

The most recent Housing Rehabilitation CDBG grant was awarded to the Northwest Region in 2008. 34 homeowners in the Northwest region received services that included rehabilitation, weatherization and lead abatement. The average rehabilitation loan was \$14,290 and was supplemented with an average \$3,342 in weatherization grant funds.

The 2011 application Service process asks that current Northwest Regional partners, including the City of Tillamook, renew their commitment to the regional program through support of the City of St. Helens' application. Please send a letter renewing your commitment and confirming your support. We have provided a sample letter for your reference.



Helping People. Changing Lives.

City of Tillamook City Manager, Paul Wintergreen; Mayor, Suzanne Weber; Councilors Joseph Martin, Matt Harris, Cheryl Davy, Steve Forster, John Sandusky, Doug Henson

April 27, 2011

Page Two

Because of the continued success of these programs like St Helens, Astoria and Vernonia's, other communities have partnered with Community Action Team to bring funds to the Northwest region to support the housing rehabilitation needs of low-moderate income homeowners. Since the first regional loan was approved on October 26, 2000, 230 homeowners have received rehabilitation services, the regional portfolio of outstanding loans has reached \$2.4 million, 64 homeowners have repaid their loans and those funds have and will continue to be recycled into new loans for affordable housing activities. The City of Tillamook's willingness to be a regional partner has made a real difference for low-moderate income homeowners and the region's housing stock.

If you would like additional information regarding the application or the regional housing loan program, I can be reached at our Astoria office at (503) 325-8098 ext 2302.

Thank you for your support of the housing needs of low-income citizens in the region of Clatsop, Columbia and Tillamook Counties.

Sincerely,

COMMUNITY ACTION TEAM



Beverly Danner

Community Investment Program Operations Manager

cc: Mayor Randy Peterson, City of St Helens

Encl: Notice of Public Hearing Regional Rehabilitation Program
Project Information and Budget
Sample "Joint Applicant" Letter of Support
Regional Housing Rehabilitation Program Brochures

PROJECT INFORMATION

Northwest Oregon Regional Housing Rehabilitation Program
And Northwest Oregon Regional Housing Loan Fund

INTRODUCTION

Community Action Team, Inc (CAT) proposes to partner with the City of St. Helens to apply for 2011 CDBG program funds for housing rehabilitation, and expansion and sustainability of the Northwest Oregon Regional Housing Loan fund. This fund was originally established through the 1999 Tillamook Regional application and subsequent Columbia County and City of Astoria 2001, City of St. Helens 2003, City of Vernonia 2004, Columbia County 2005 and City of Astoria 2006 and 2008 applications. Currently, the Northwest Oregon Regional Housing Loan Fund has a \$2.4 million loan portfolio. 64 homeowners have repaid their loans and those funds have and will continue to be recycled into new loans for affordable housing activities.

PROJECT DESCRIPTION

With the initial funds of \$400,000, the Northwest Oregon Regional Housing Rehabilitation program proposes to rehabilitate thirty owner-occupied homes. Based on the results of a recent three-county survey, it is proposed that the program also target handicapped accessibility modifications. In addition, all homeowner loan recipients that qualify will have their homes brought up to current thermal standards with grants from CAT's weatherization program.

The program will serve homeowners whose incomes are at or below 80% of median income. The primary goal of the program will be to provide low and moderate-income homeowners with a way to improve, restore and make safe their homes while keeping them affordable. The program will respond to both the distinct housing repair needs and financing needs of qualified homeowners. Priority will be given to homeowners in need of handicapped accessibility modifications. CDBG funds will be provided as zero-interest, deferred payment loans to homeowners.

The maximum CDBG funds committed to a project will not exceed \$24,999, with an average rehabilitation loan of \$9,800. CDBG funds will be matched with CAT weatherization grants and regional or city revolving loan funds, increasing the approximate average rehabilitation funding package to \$15,500 per household.

CAT is a regional nonprofit organization with extensive experience in housing rehabilitation and construction, and is the nonprofit entity responsible for the Northwest Oregon Regional Housing Loan Fund who will administer the program for the City of St. Helens. The program is designed to provide safe, decent and affordable housing for low and moderate-income participants, while conserving the region's housing stock. Priority will be given to handicapped accessibility and structural integrity and health and safety associated repairs such as roof replacements, foundations, dry rot repairs, electrical, plumbing and heating system upgrades, septic system and well repair/replacements, stabilization of deteriorated lead-based paint surfaces and weatherization.

CAT staff will evaluate home repair needs and owner financial requirements. A funding package that considers both will be offered to the homeowners. CAT will provide supportive services such as budget and mortgage counseling and referrals to the Housing Resource Center on an "as needs" basis.

To assure objectivity in the delivery of assistance to households, loans made by the initial rehabilitation program will be reviewed and approved by loan committees comprised of community volunteers who are currently reviewing and approving loans on a countywide basis for the three-county Regional Housing Rehabilitation Program.

To meet current grant application requirements, the partnership between the City of St. Helens and CAT will include a subgrantee agreement that assures that CDBG loan funds “lose their federal identity”. The deferred payment loans made pursuant to the grant will name Community Action Team as the loan beneficiary. Loan repayments from the initial program will be deposited in the Northwest Oregon Regional Housing Loan Fund to provide funding for future affordable housing projects in Clatsop, Columbia and Tillamook counties.

After the grant is awarded, an Intergovernmental Agreement and Memorandum of Understanding will need to be signed by all of the parties.

LEAD BASED PAINT COMPLIANCE

All rehabilitation work performed during the Northwest Oregon Regional Housing Rehabilitation Program will be conducted in accordance with the Lead Based Paint Poisoning Prevention Act and HUD implementing regulations at 24 CFR 570.487(c).

NORTHWEST OREGON REGIONAL HOUSING REHABILITATION PROGRAM

PROPOSED BUDGET FOR 2011 APPLICATION

OCDBG Housing Rehabilitation Funds		
Owner Occupied Housing Rehabilitation Loan Funds including target need funds	\$295,000	
Program Management	\$25,000	
Grant Administration	\$65,000	
Environmental Review	\$15,000	
	TOTAL OCDBG FUNDS	\$400,000
Other Supporting Funds		
Weatherization Funds (All Qualified Households Receiving Rehabilitation Loans)	\$80,000	
Community Action Team BPA, LIEAP, DOE, ECHO, ARRA funds		
Oregon Department of Energy State Home Oil WX Program Funds		
Columbia River PUD, Clatskanie PUD, Tillamook PUD, Western Oregon Electric		
Northwest Natural OLIEE Funds		
City and/or Regional Revolving Loan Funds	\$90,000	
	TOTAL OTHER FUNDS	\$170,000
	TOTAL PROGRAM BUDGET	\$570,000
Total Owner Occupied Homes Served with CDBG Rehab Loans		30
Average Household Size		3
Total Persons Served		90
Maximum CDBG funded Loan		\$24,999
Average CDBG funded Standard Rehabilitation Loan		\$9,800
Average CDBG funded Standard Rehabilitation Loan/Grant all sources		\$15,500
Total Owner Occupied Homes Served Northwest Region		30
Total Owner Occupied Weatherization Grants		25

**Sample Letter of Support
Northwest Oregon Regional Housing Rehabilitation Program**

May _____, 2011

Mayor Randy Peterson
City of St. Helens
P.O. Box 278
St. Helens, Oregon 97051

Dear Mayor Peterson:

We would like to offer our full support to the City of St. Helens in their 2011 application for the "Northwest Oregon Regional Housing Rehabilitation Program." We are also in agreement with the City's intention to identify and prioritize the accessibility modification needs of disabled homeowners in our region.

Committed to funding safe, decent and affordable housing for our low income citizens, we have been a government partner of the Northwest Oregon Regional Housing Rehabilitation Program since its inception in 1999 when the City of Tillamook submitted the region's first application.

We were pleased to see in the report provided by Community Action Team that since the first loan was approved on October 26, 2000, 230 homeowners in the Northwest region have received rehabilitation services and that the regional portfolio of outstanding loans has reached nearly \$2.4 million. It was also inspiring to hear that 64 homeowners have repaid their loans and those funds have and will continue to be recycled into new loans for affordable housing activities.

Sincerely,

cc: Beverly J. Danner
Community Action Team, Inc.
818 Commercial Street, Suite 203
Astoria, OR 97103

Public Notice and Notice of Public Hearing

The City of St Helens is eligible to apply for a 2011 Community Development Block Grant from the Oregon Business Development Department. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$15 million will be awarded to Oregon non-metropolitan cities and counties in 2011. The maximum grant that a city or county can receive is \$2,000,000.

The City of St Helens is preparing an application for a 2011 Community Development Block Grant from the Oregon Business Development Department for the Northwest Oregon Regional Housing Rehabilitation Program, which provides a way for low and moderate-income homeowners in Columbia, Clatsop and Tillamook Counties to improve, restore and make safe their homes while keeping them affordable.

It is estimated that the proposed project will benefit at least ninety (90) persons, of whom 100 percent of whom will be low or moderate income.

A public hearing will be held by the St Helens City Council at 7:00 p.m. on May 18th, 2011 at the St Helens City Council Chambers, 265 Strand Street, St Helens, Oregon 97051. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by May 17, 2011 at 5:00 p.m. at the offices of the City of St Helens, 265 Strand Street, St Helens, Oregon 97051. Both oral and written comments will be considered by the City Council in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact City Hall at (503)397-6272, at least 48 hours before the meeting if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City of St Helen's past use of Community Development Block Grant funds is available for public review at St Helens City Hall, 265 Strand Street, St Helens, Oregon 97051 during regular office hours. Advance notice is requested. If special accommodations are needed, please notify the City of St Helens at (503)397-6272 so that appropriate assistance can be provided.

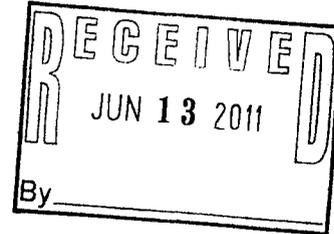
Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low- and moderate income housing which is demolished or converted to another use will be replaced.

COMMUNITY ACTION TEAM, INC.
"TILLAMOOK BRIDGES TO SELF-SUFFICIENCY"



June 10, 2011

City of Tillamook
City Manager, Paul Wintergreen
Mayor, Suzanne Weber
210 Laurel Ave.
Tillamook, OR 97141



Dear Mr. Wintergreen and Mayor Weber:

Thank you for your letter of support for the City of St Helens' CDBG Housing Rehabilitation Revolving Loan Program application.

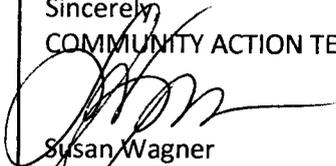
In addition to your letter of support, Oregon Business Development Department is requiring the signature of the regional jurisdictional partners in a more formal context; I have attached the Agreement they are requesting be signed.

I am not certain if your jurisdiction requires a formal process to approve signing of the enclosed document or if you are able to sign without presentation before the Council. In either case, if you would please sign the document on the designated line, and return it in the enclosed envelope. The State is allowing each of the entities to sign individually and have the signature pages attached to the agreement.

This Support Agreement must be submitted with the application, which is due June 30th and which we are hoping to send in no later than June 27th.

Thank you for your continued support and assistance.

Sincerely,
COMMUNITY ACTION TEAM


Susan Wagner
Resource Development Specialist
503.366.6562

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**Intergovernmental Agreement In Support Of a Community Development Block Grant
From The 2011 Community Development Block Grant Program Administered By the Oregon
Business Development Department, Infrastructure Finance Authority
for the Northwest Oregon Regional Housing Rehabilitation Program**

Agreement Title: Sponsorship of the Northwest Oregon Regional Housing Rehabilitation Program

Agreement Date: June 1, 2011

Signatory parties: City of St. Helens, Columbia County, City of Vernonia, Tillamook County, City of Tillamook, Clatsop County, City of Astoria, City of Scappoose and City of Cannon Beach

Agreement: The above signatory parties agree to jointly sponsor a housing rehabilitation program provided through a Community Development Block Grant (CDBG), administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of St. Helens as the lead agency that will be responsible for applying, receiving and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG grant is to increase the housing rehabilitation revolving loan fund to provide assistance to low-moderate income homeowners to repair their homes.

Constraints: One-hundred percent (100%) of the benefitted owner occupied household occupants must have incomes below the federal low- and moderate-income limit (80% of the median family income as adjusted by family size).

Only persons who reside within the boundaries of the cities and unincorporated/nonentitlement county areas of the signatory parties are to receive the housing rehabilitation funding.

If funded, Community Action Team will be asked to enter into a sub-recipient agreement with the lead agency, City of St. Helens, to manage the housing rehabilitation program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signator.

Multiple Parties: In the event that one or more of the signatories identified above decline to sign this agreement, it remains sufficient for all other signatories to receive the benefits of the agreement.

So Agreed:

City of St. Helens	Date
Columbia County	Date
City of Vernonia	Date
Tillamook County	Date
City of Tillamook	Date
Clatsop County	Date
City of Astoria	Date
City of Scappoose	Date
City of Cannon Beach	Date

This agreement is incomplete if missing page 1.

Memorandum



To: Mayor Weber and City Council
From: Debbi Reeves, Tillamook Urban Renewal Agency
Administrative Assistant
Date: 6/9/2011
Re: TURA 1st Street Parking Lot

Dear Mayor Weber and City Councilors,

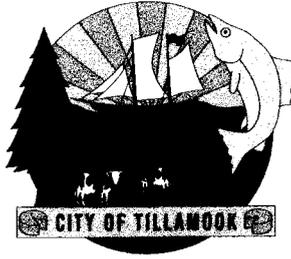
I am writing on behalf of the TURA Board of Directors who would like to arrange a workshop regarding the 1st Street Parking Lot. As you may know, the parking lot is nearing the end of the construction phase with paving, striping and landscaping to be completed shortly. When the lot is complete, TURA will have temporary signs placed for short term parking but the TURA Board would like to discuss future plans with the City.

Please let us know if a workshop can be set soon so we can all move ahead with parking in downtown Tillamook.

Thank you!

A handwritten signature in cursive script, appearing to read "Debbi".

City of Tillamook



STAFF REPORT CITY OF TILLAMOOK

TO: Honorable Mayor and Members of City Council

FROM: Paul Wyntergreen, City Manager

DATE: June 16, 2011

SUBJECT: PUBLIC WORKS COMMITTEE RECOMMENDATIONS

ISSUE BEFORE THE COUNCIL:

The Public Works Committee met today and made two recommendations for Council consideration.

EXECUTIVE SUMMARY:

- The area in front of the City Hall is frequently congested during County court sessions when jurors need a place for their vehicles. In order to provide for adequate parking for City business to be conducted, the Committee recommended that two additional spaces in front of City Hall be signed for 15 minute parking.
- At the County's request, City staff will also investigate our existing agreements and obligations related to the Carlich House to see if that land can be utilized for additional County parking. We will also review the County's current policy on Jury passes and how that might need to be revised to fit in with these initiatives
- The Committee also recommended, at the request of a private citizen, that two stop signs be placed on Delmonte Street on each side of its intersection with 6th.

RECOMMENDATION:

- that two additional spaces in front of City Hall on Laurel Avenue be signed for 15 minute parking and that two stop signs be placed on Delmonte Street on each side of its intersection with 6th.
-

FINANCIAL IMPLICATIONS:

Minor signage costs.



STAFF REPORT CITY OF TILLAMOOK

TO: Honorable Mayor and Members of City Council

THROUGH: Paul Wyntergreen, City Manager

FROM: Arley Sullivan, Director

DATE: June 6, 2011

SUBJECT: SLURRY SEAL BID PROPOSAL

ISSUE BEFORE THE COUNCIL:

In an effort to make the Street Department's ever decreasing funds go farther we are requesting the Council to consider allowing the Street Department to begin a program of street preservation using slurry seal where applicable to increase the life of local streets.

EXECUTIVE SUMMARY:

- Slurry Seal application increases the life of asphalt when applied around 5-8 years after a street has had an asphalt overlay.
- The cost for seal application is dramatically less than A/C asphalt overlays.
- Three quotes for your consideration are attached.
- Asphalt Maintenance Association: \$19,227.28 (Apparent Low Bid)
- Black Line Incorporated: \$19,227.87
- Inter-Mountain Slurry Seal: \$27,214.14

RECOMMENDATION:

- Discuss and provide direction.
- Consider awarding the project to Asphalt Maintenance Association.

FINANCIAL IMPLICATIONS:

Funds Are available in line item Preventative Maintenance account #020-20-54070

DISCUSSION: Jon Williams would like to discuss with Council his proposal.

Attachments:

- A.** REQUEST FOR PROPOSALS
- B.** Asphalt Maintenance Association: \$19,227.28 (Apparent Low Bid)
- C.** Black Line Incorporated: \$19,227.87
- D.** Inter-Mountain Slurry Seal: \$27,214.14



Attachment A

LEGAL NOTICE
CITY OF TILLAMOOK
REQUEST FOR PROPOSALS
ROAD SLURRY SEALING
May 20, 2011

The City of Tillamook is accepting proposals from contractors interested in providing slurry sealing of City streets. Proposals must be submitted in writing with: contractor's experience, references, services, materials to be used, method, cost, and time frame. For a copy of the City's proposal criteria, contact: Jon Williams, Tillamook City Street Department Supervisor at 210 Laurel Ave., STE A, Tillamook, OR, 97141, ph# 503-842-6152.

Proposals must be received at Tillamook City Hall at 210 Laurel Ave. no later than 2:00 pm by June 10, 2011.

City of Tillamook reserves the right to reject any and/or all proposals for whatever reason the City Council determines is in the best interest of the City.

Tillamook City Street Department

Jon Williams, Street Department Supervisor



ASPHALT MAINTENANCE ASSOCIATES, INC.

Attachment B

2080 Prairie Road
Eugene, OR 97402
541/461-2220 FAX: 541/461-2330
CCB#62952

PRICE PROPOSAL

TO: Tillamook, City of
Jon Williams
210 Laural Avenue
Tillamook, OR 97141

6/6/2011

ATTN: Jon Williams

Phone:	503-842-6152
Job Contact:	

Description	Cost	Est Qty	Total
Mobilization	2,000.00		2,000.00
Notification of residences and Traffic Control for closing the streets and re-opening	2,100.00		2,100.00
Slurry Seal Type II, LMCQS1H This price is provided the entire project can be closed to be completed in one day. Does not include prevailing wage. City to provide sweeping.	1.59	12,092.63	19,227.28
Total			\$23,327.28

AUTHORIZED SIGNATURE _____ ... DATE _____



Oregon

Theodore R. Kulongoski, Governor

Department of Transportation
Procurement Office-Construction
455 Airport Rd SE Bldg K
Salem, OR 97301-5348

August 05, 2010

ASPHALT MAINTENANCE ASSOCIATES, INC.
2080 PRAIRIE RD
EUGENE, OR 97402

Your 2010-11 prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

You are eligible to bid on projects on or after: September 01, 2010

Your prequalification application is valid through: August 31, 2011

Your vendor number is: 81678

Work Classifications:

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(TTC)-TEMP. TRAFFIC CONTROL, FLAGGER/PILOT CAR

Applicants shall update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our web site at:
<http://www.oregon.gov/odot/cs/construction/prequalification.shtml>

To order plans please access the Contract Plans web site at:
http://www.oregon.gov/odot/cs/construction/bid_award.shtml You will be asked to provide your vendor number.

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Oregon Department of Transportation
Procurement Office - Construction
455 Airport Rd. SE, Bldg K
Salem, OR 97301-5348
Phone: 503-986-6916
Fax: 503-986-6910
Web Site: <http://www.oregon.gov/odot/cs/construction/>



To be eligible to bid, an application must be **completed in its entirety and received at least 10 days** prior to your first anticipated bid opening date. Allow two weeks for processing. **KEEP THIS CHECKLIST FOR YOUR RECORDS.**

Forms and instructions may be obtained at: <http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Prequalification.shtml>

BEFORE MOVING ON TO PAGE 1 OF THE APPLICATION, PLEASE PRINT THIS PAGE AND USE WHEN FILING OUT YOUR APPLICATION TO ENSURE COMPLETION IN ITS ENTIRETY.

GENERAL INFORMATION

- **All pages and sections must be completed and correct.** If not, the application and filing fee will be returned by mail to the applicant for correction.
- Do not use correction fluid or correction tape.
- If accepted, an approval letter will be sent.
- The correct form must be submitted. Outdated forms or pages will not be accepted.
- An original signed application must be sent. Copied or faxed signatures will not be accepted.
- Prequalification is required for **prime contractors**. Subcontractors/suppliers do not need to prequalify.
- To make changes to an application, see web site for instructions.
- **If a section does not apply, enter "n/a."**

Page 1

- A. Enter today's date. Expiration date is listed on application.
- B. Application of
Enter the **legal name** under which you wish to bid. An assumed business name (complete **Section 6**) is not a legal name; however, it can be used in conjunction with a legal name prefaced by "dba." A separate Prequalification Application is required for each separate legal entity.
- C. Mark your business structure.
- D. If application is for a joint venture, mark the appropriate box. Contact ODOT for additional information.
- E. Provide your physical address for courier use. Provide your mailing address, phone, fax number, business e-mail address and a contact person.
- F. Mark the purpose(s) of your application and the first anticipated bid opening date.

Pages 5-9

Sections 1, 2, 3, 4, 5 and 6 as applicable, Business Structure:

If you have an assumed business name you must complete Section 6. If you make a change in officers during the year you must submit an addendum change form to ODOT. See our web site for instructions on how to make changes.

Section 7(a), (b) & (c)

Page 10

Section 8, Licenses and Registrations:

Please read this section carefully and provide all requested information.

Section 9, Bonding:

Indicate the total amount of work (in dollars) you can be bonded for at any one time.

Section 10, Bid and Performance Bonds:

Provide requested information on the agent and surety company you **expect** to provide bonds. If you make a change in your surety company during the year you must submit an addendum change

form to ODOT. See our web site for instructions on how to make changes.

Page 11

Section 11, Supplemental Questions:

All questions apply to the company AND to its owners, officers, partners and principal individuals.

Page 12

Section 12, Equipment, Facilities, and Plants:

(A) An attachment can be included if it contains all requested information. Mark "See Attachment."

(B) You must complete this question.

(C) You must complete this question. If you plan to rent equipment from a company in which you are a principal owner you must list that company's name and type of equipment.

(D) You must complete this question. If Yes, enter Description, Location and Capacity.

Page 13

Section 13, Classes of Work:

Check beside each class of work for which you have demonstrated the experience in Section 14. This experience may be your own work force or through project management of subcontractors. List all other states where applicant is currently qualified or has been qualified in the last three (3) years.

You may list "OTHER" classes of work; however, ODOT does not normally solicit bids under this class.

Pages 14 - 18

Section 14 Experience:

An attachment can be included if it contains all requested information, including ODOT classes of work. Mark "See Attachment."

Page 19

Sections 15 and 16 Experience Continued:

A. and B. You must complete these questions

Section 17

Space for you to provide additional information.

Page 20

Section 18, Affidavit:

Signature must be of an individual who is authorized to execute bids and contracts.

The affidavit must be notarized.

Mail Application with \$100 check made out to ODOT to:
Oregon Department of Transportation
ODOT Procurement Office - Construction
455 Airport Rd. SE Bldg. K
Salem, OR 97301-5348.

Questions? Call (503) 986-6916.

KEEP THIS AS YOUR RECEIPT

CHECK # 02919 DATE SENT 7/29/10



OREGON DEPARTMENT OF TRANSPORTATION
2010 - 11 PRIME CONTRACTOR
PREQUALIFICATION APPLICATION

Effective September 1, 2010 through August 31, 2011

Submit application and make check payable to:	Filing Fee \$100				
Oregon Department of Transportation ODOT Procurement Office - Construction 455 Airport Road SE, Bldg K, Salem OR 97301-5348 Phone (503) 986-6916 Web Site: www.oregon.gov/ODOT/CS/CONSTRUCTION	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center;">FSB Date</td> <td style="width:50%; text-align: center;">Initials</td> </tr> <tr> <td style="height: 20px;"> </td> <td style="height: 20px;"> </td> </tr> </table>	FSB Date	Initials		
FSB Date	Initials				

A. Date: 7-15-10 **Valid Through:** 08-31-11

B. Application of ASPHALT MAINTENANCE ASSOCIATES, INC.
Legal Business Name (Complete Section 8)

Assumed Business Name(s) (Complete Section 6)

List previous business names of your organization: _____

C. Business Structure (Check one):

- Individual Sole Proprietorship
- General Partnership
- Corporation
- S-Corporation
- Limited Partnership (LP)
- Limited Liability Company (LLC)
- Limited Liability Partnership (LLP)

D. Joint Venture

F. Purpose of Application (Check all that apply):

- ODOT Projects**
 1st anticipated bid opening date _____
- Local Government Projects**
 1st anticipated bid opening date _____
- Other Government Projects**
 1st anticipated bid opening date _____

E. Address: (Required)

Physical address, city, state, zip (for courier use)	2080 Prairie Rd. Eugene, Oregon 97402
Mailing address, city, state, zip	2080 Prairie Rd. Eugene, Oregon 97402
Phone	541-461-2220
Fax	541-461-2330

Phone		Contact person	Annie Yokum
<small>(Phone No. and person to contact regarding application)</small>			

E-mail	asphaltmaint@msn.com	Contact person	Annie Yokum
Phone	Fax		

(Email, phone and fax of person to appear on Planholders List)

RECEIPT DATE #1	RECEIPT DATE #2	RECEIPT DATE #3	RECEIPT DATE #4
-----------------	-----------------	-----------------	-----------------

FOR OFFICE USE ONLY

APPROVAL/LAST RECPT DATE / INIT _____	ADD #1 DATE _____ / INIT _____	DESC: _____
REVIEW DATE / INIT _____	ADD #2 DATE _____ / INIT _____	DESC: _____
ELIGIBILITY DATE _____		
VENDOR NO. _____	CHECK SENT TO FSB: DATE _____	INIT _____
DATA ENTRY DATE / INIT _____		

Introductory Statement:

In accordance with the statutes of the State of Oregon, every public contracting agency contemplating receiving bids for and awarding any contract for a public improvement may require any prospective bidder (*herein referred to as applicant*) to submit a full and complete statement concerning their equipment and experience in constructing public improvements. The Oregon Department of Transportation (ODOT) requires prequalification under OAR 734, Division 10, and is the public contracting agency in this instance utilizing this prequalification application and prequalification process. Further references to "public contracting agency" throughout this application are intended to be references to ODOT.

The application and questionnaire forms which are bound herewith comply with the requirements of public contracting rules and must be used in determining the qualifications of applicants and in assigning limits as to the size and kinds of projects for which the applicant may submit bids.

The applicant should use care, honesty and integrity in preparing this information. The public contracting agency may make independent inquiries concerning the contractor's past performance and capabilities.

Manner of Preparing and Filling in Forms:

This application shall include equipment and experience information for only the specific single business organization or entity which is applying for prequalification and which would be the signatory on a contract with the public contracting agency.

All answers and other entries on the forms, except signatures, should be typed or printed in ink. It is the responsibility of the applicant to return all pages whether applicable or not. Failure to do so may be grounds for denial of prequalification. Application and instructions are online at:

<http://www.oregon.gov/ODOT/CS/CONSTRUCTION/Prequalifications.shtml>

All answers and entries must be specific and complete in detail.

The prequalification application must be signed by the applicant and sworn to as the form indicates. The signatory of the statement certifies the truth and accuracy of all statements and of all answers to questions.

The original signed application must be sent to the Public Contracting Agency. Photocopy or fax signatures will not be accepted.

OAR 734-010-0240 (2) Prequalification applications must be received at ODOT's address shown in the prequalification application at least 10 calendar days before the bid opening in which the applicant wishes to participate. **OAR 734-010-0240 (4)** The date on which all required information has been received by ODOT Procurement Office - Construction will be considered the receipt date of the prequalification application.

Use of Attachments:

Schedules, reports and other forms of prequalification statement may be used as attachments to the prescribed form, provided that the information contained therein specifically includes the information required by this form.

Place of Submission:

Prequalification applications shall be submitted to the designated office of the public contracting agency.

Time of Submission:

Each Public Contracting Agency may have specific time requirements for filing applications. The applicant should check with the designated office of the applicable agency for submission time.

Appeal Due to Denial or Revocation of Prequalification:

In case the applicant's application for prequalification is denied or in case an existing prequalification is revoked, the applicant may appeal the denial or revocation in accordance with the rules adopted by the Department of Administrative Services or the appropriate local contract review board.

Notification of Action Taken:

The applicant will be notified, in writing, of the action on their application. Applicant will then be allowed to bid on such projects as are within the limits of size and kind of work for which applicant has been determined qualified.

Period During Which a Qualified Applicant Remains Qualified:

An applicant who has been notified of prequalification for projects of a given size and kind will usually remain qualified until the date specified in the notification. The public contracting agency may limit prequalification approval to individual public improvement projects. Unless such applicant is otherwise notified by the public body of prequalification in work classes, the applicant will be permitted to submit bids for all projects receiving bids of the kind and size applicant has been qualified. Prequalification for specified kinds and sizes of projects, allows the applicant to submit bids on any and all such projects, unless applicant is otherwise notified by the public contracting agency.

Requirement of Continuing Prequalification:

Applicants who have once been qualified with an agency requiring prequalification and who desire to maintain an uninterrupted prequalification standing are required to submit a new application periodically as required by such agency. Uninterrupted prequalification is contingent upon favorable action on the application. A prequalification may be revoked under the provision of ORS 279C.430.

Changes:

Major changes must be submitted with a new prequalification application with a \$100 filing fee. Minor changes may be submitted by addendum to the public contracting agency. There is no charge for minor changes. Minor changes include, but are not limited to, address, company name, adding, or deleting classes of work.

Any change to an applicant's prequalification application must be received at ODOT's address shown in the prequalification application at least 10 days prior to bid opening if that information affects the bid submitted. Any changes requested by the applicant must be submitted and signed by the same person who signed the original application or by a person holding the same position as the person who signed the original application(OAR 734-010-0240 (10)).

Contact the Public Contracting Agency for specific procedures when there are changes to the information submitted in the application.

Requests for revision of the prequalification standing of any applicant will be considered whenever the applicant can make a showing of materially improved ability, but not more often than once in three months.

With or without a request from a prequalified applicant, the prequalification limitation on class of work or size of project MAY be reviewed and expanded, increased or decreased as found appropriate. The prequalified applicant will be notified in writing of any such revision.

Joint Venture:

A public contracting agency may adopt special requirements concerning joint ventures. Before submitting a joint venture application, an applicant should ascertain if special instructions are applicable and obtain them from the designated public officer.

Jurisdiction:

ORS 279C.430 (2) states: When a contracting agency permits or requires prequalification of bidders, a person who wishes to prequalify shall submit a prequalification application to the contracting agency on a standard form prescribed under subsection (1) of this section. Within 30 days after receipt of a prequalification application, the contracting agency shall investigate the applicant as necessary to determine if the applicant is qualified. The determination shall be made in less than 30 days, if practicable, if the applicant requests an early decision to allow the applicant as much time as possible to prepare a bid on a contract that has been advertised. In making its determination, the contracting agency shall consider only the applicable standards of responsibility listed in ORS 279C.375 (3)(b). The agency shall promptly notify the applicant whether or not the applicant is qualified.

Nonresident Bidders:

ORS 279A.120 (3) states: When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue (DOR) on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

For information about DOR requirements contact at: http://www.oregon.gov/DOR/BUS/contact_us.shtml

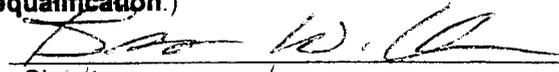
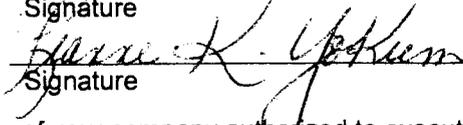
NOTICE: APPLICANT MUST ANSWER ALL SECTIONS AND QUESTIONS IN THIS APPLICATION. FAILURE TO DO SO WILL RESULT IN THE APPLICATION BEING RETURNED TO THE APPLICANT FOR COMPLETION.

BUSINESS STRUCTURE: Complete section 1, 2, 3, 4, or 5 as applies

1 If an Oregon corporation, complete this section	<input type="checkbox"/> NA
When incorporated <u>1989</u>	
President <u>Bruce W Yokum</u>	Secretary <u>Lianne K Yokum</u>
1st Vice President <u>n/a</u>	Treasurer <u>Lianne K Yokum</u>

CONTRACT EXECUTION - List of Authorized Personnel

A) President and Secretary (**Both President and the Secretary of the corporation are required to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws or minutes state otherwise and are attached to this prequalification.**)

Bruce W Yokum	
Printed name of President	Signature
Lianne K Yokum	
Printed name of Secretary	Signature

B) Are other officers besides the President and Secretary of your company authorized to execute contracts?
 Yes No **If yes, list below and attach certified, true and correct copy of corporate bylaws or minutes stating that authority.**

Printed name and title	Signature
Printed name and title	Signature
Printed name and title	Signature
Printed name and title	Signature

C) Are any of the officers (listed above in A) & B)) authorized to sign and execute contracts and bonds on behalf of the company without the signature of others? Yes No

IF YES, YOU MUST ATTACH CORPORATE BYLAWS OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION IN THE CORPORATE BYLAWS OR MINUTES.

BID EXECUTION - List of Authorized Personnel

Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Bruce W Yokum, President	Signature
Printed name and title	
Lianne K Yokum, Sec/Tres	Signature
Printed name and title	
Tim Yokum, Projct Manager	Signature
Printed name and title	
Vicki Fowler, Admin Asst.	Signature
Printed name and title	

(Additional documentation may be required by the public contracting agency)

2 If a general partnership, complete this section

NA

Date of Organization _____

If a foreign (out of state) co-partnership or persons engaging in business in the state under an assumed name, but not domiciled within this state, is the partnership or business organization registered as required in compliance with Chapter 648, Oregon Revised Statutes? Yes No

Names and addresses of partners:

If the Contractor is a partnership or limited liability partnership, an authorized representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached. **If only one partner is signing, then bylaws or minutes must include the authority to sign without the signature of others.**

Printed names, titles and signatures of partners authorized to **EXECUTE CONTRACTS**

Printed name of partner _____ Signature _____

Printed name of partner _____ Signature _____

Bylaws or Minutes Submitted: (Check one) Yes No (Only submit if signatures differ from above)

Printed names, titles and **signatures** of personnel authorized to **EXECUTE BIDS**

Signatures of all individuals **(INCLUDING ANY OFFICERS LISTED ABOVE)** authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Printed name and title _____ Signature _____

(Additional documentation may be required by the public contracting agency)

3 If a foreign (out of state) corporation, complete this section

NA

When incorporated _____

President _____

Secretary _____

1st Vice President _____

Treasurer _____

CONTRACT EXECUTION - List of Authorized Personnel

A) President and Secretary (**Both President and the Secretary of the corporation are required to sign ODOT contracts and performance and payment bonds unless certified, true and correct copy of corporate bylaws or minutes state otherwise and are attached to this prequalification.**)

Printed name of President _____

Signature _____

Printed name of Secretary _____

Signature _____

B) Are other officers besides the President and Secretary of your company authorized to execute contracts?
 Yes No **If yes, list below and attach certified, true and correct copy of corporate bylaws or minutes stating that authority.**

Printed name and title _____

Signature _____

C) Are any of the officers (listed above in A) & B)) authorized to sign and execute contracts and bonds on behalf of the company without the signature of others? Yes No

IF YES, YOU MUST ATTACH CORPORATE BYLAWS OR MINUTES STATING THIS AUTHORITY TO SIGN ALONE ON BEHALF OF THE CORPORATION IN THE CORPORATE BYLAWS OR MINUTES.

BID EXECUTION - List of Authorized Personnel

Signatures of all individuals (**INCLUDING ANY OFFICERS LISTED ABOVE**) authorized to execute **Bids** on behalf of the company shall be listed in this section, including any officers listed above and those individuals with digital signatures used for electronic bidding.

Printed name and title _____

Signature _____

Printed name and title _____

Signature _____

Printed name and title _____

Signature _____

Name and address of registered agent in Oregon:

Date of authorization by Oregon Secretary of State to transact business in Oregon:

Has applicant filed with Oregon Department of Revenue (DOR) forms required by ORS 279A.120? Yes No

Sec. of State
Phone: 503-986-2200

Department of Revenue
Phone: 503-378-4988

Web site: www.filinginoregon.com

Web site: www.oregon.gov/DOR

(Additional documentation may be required by the public contracting agency)

4 If a limited liability company, limited liability partnership or a limited partnership indicate below

NA

Check One: Limited liability company Limited liability partnership Limited partnership

Have you registered with the Oregon Secretary of State, Corporation Division, Business Registry?
 Yes No

Name and address of organizer:

If the Contractor is a LLC, LLP, or LP company an authorized representative of **each** Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, **AND YOU MUST SUBMIT YOUR ARTICLES OF ORGANIZATION AND OPERATING AGREEMENTS THAT INDICATES THE AUTHORIZATION TO SIGN. If any representative is authorized to execute contracts without the signature of others, this must be stated in your Articles of Organization and Operating Agreements.**

Printed names, titles and signatures of personnel authorized to **EXECUTE CONTRACTS**:

Printed name and title

Signature

Printed name and title

Signature

Are other representatives besides the ones listed above able to execute contracts? Yes No **If yes, submit names, titles and signatures separately.**

Printed names, titles and signatures of personnel authorized to **EXECUTE BIDS**

Signatures of all individuals **(INCLUDING ANY OFFICERS LISTED ABOVE)** authorized to execute **Bids** on behalf of the company shall be listed in this section, including those individuals with digital signatures used for electronic bidding.

Printed name and title

Signature

5 If doing business as a sole proprietorship, fill out the following information

NA

Name of individual liable for all obligations of the business: _____

If applicant is a sole proprietor using an assumed business name, please list name below:

Registration date:

Expires:

Printed name and title

Signature

(Additional documentation may be required by the public contracting agency)

6 If doing business under an assumed business name, fill out the following information

NA

Assumed business name: _____

Owner's name and address: _____

Oregon Secretary of State Corporation Division's Registration Number:
(www.filinginoregon.com/bizreg/index.htm)

Renewal
Date: _____

7 OWNERSHIP AND CONTROL (A, B, and C)

(a) Is there any organization, owned or controlled by the applicant, its officers, directors, partners and anyone owning at least 10 percent interest in the firm, or in which the applicant was or is an officer, director, partner, doing business in Oregon under another name?

Yes No If yes, please list in space below. If no, write N/A in space below.

AMA Leasing, LLC and
Yokum Propertise, LLC

(b) Are there any individuals, companies or corporations owning 10 percent or more of applicant's firm?

Yes No If yes, please list in space below. If no, write N/A in space below.

Bruce W Yokum and Lianne K Yokum

(c) Are there any other personnel in applicant's organization who have a financial interest in or serve as officers or partners in another firm prequalified to bid in this or another state?

Yes No If yes, please list below in space provided. If no, write NA in space below.

Individual's Name	Present Position or Office	Other Firm or Firms	Position in Other Firm(s)	State of Other Firm

8 LICENSES AND REGISTRATIONS

Oregon Secretary of State Corporation
Division – Active Business Registry No.

www.filinginoregon.com/bizreg/index.htm
Phone: (503) 986-2200

147128-89

Required for Legal Business Name, Assumed Business Name (page 1B), Corps, LLCs, LLPs,
and LPs Required prior to contract execution

Oregon Construction Contractors Board No.

www.ccb.state.or.us
Phone: (503) 378-4621

62952

Required prior to bid opening for state-funded projects or prior to contract execution for
federally-funded projects (not required for Aggregate Production or Landscaping work
categories)

Oregon Business Landscape Contractors
License No. and company name:
Individual Landscape Contractor License No.
and name:

www.lcb.state.or.us
Phone: (503) 986-6561

n/a

n/a

Oregon Electrical Contractor License No. and
company name:

Supervisor's License No. and Name :

www.oregon.bcd.org
Building Codes Division phone: (503) 378-4133

n/a

n/a

Oregon Plumbing Business License No. and
company name:

Journeyman's License No. and Name:

n/a

n/a

Oregon Boiler/Pressure Vessel Business
License No. and company name:

www.oregon.bcd.org
Building Codes Division phone: (503) 378-4133

n/a

Other License No.

n/a

9 BONDING TOTAL

Indicate the total amount of work, expressed in dollars, for which the applicant can be bonded at one time:

\$ 1,500,000.00

10 BID, PERFORMANCE AND PAYMENT SURETY BONDS

If the contract(s) for which this prequalification is sought require bid, performance and payment bonds, the applicant shall state the name of the agent and name, address and telephone number of the surety company applicant **expects** to provide the bonds.

Agent's name: WARD INSURANCE, Larry Buck

Agent's address: PO BOX 10167, Eugene, Oregon 97440

Agent's telephone #: 541-687-1117

Surety name: American Safety Casualty Insurance Company

Surety address: 444 Ocean Blvd 18th Floor, Long Beach, CA 90802

Surety telephone #: 503-292-2582

11 SUPPLEMENTAL QUESTIONS

A) Have you ever been denied prequalification or had prequalification suspended or revoked by any state, local or federal agency in this or any other state?
(Check one) Yes No **If yes, please attach an explanation.**

B) Have you ever been debarred from bidding on contracts by any state, local or federal agency in this or any other state under any state or federal law?
(Check one) Yes No **If yes, please attach an explanation.**

C) Has any officer or partner of the applicant ever applied for prequalification with the public contracting agency under a different name?
(Check one) Yes No **If yes, please attach an explanation.**

D) Has the applicant ever failed to complete a state, local or federal public improvement (works) contract?
(Check one) Yes No **If yes, please attach an explanation.**

E) Has any officer or partner of the applicant ever been found in breach of a local, state or federal contract?
(Check one) Yes No **If yes, please attach an explanation.**

F) Within the last three years has the applicant, or any officer, partner, agent or employee of applicant been found to have violated any state or federal prevailing wage statute or regulation (including the federal Davis-Bacon and related Acts and ORS 279C.800 et. seq.) in any Final Order of the Oregon Bureau of Labor and Industries or the United States Department of Labor, or by any court of competent jurisdiction?
(Check one) Yes No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (a) the circumstances behind any violation, including the amount(s) not paid
- (b) whether the amount(s) have now been paid
- (c) the reasons for the violation
- (d) all efforts undertaken to ensure that future violations will not occur

G) Within the last three years has the applicant, or any officer, partner, agent or employee of applicant been found to have violated any state or federal environmental statute or regulation (including but not limited to Environmental Protection Agency, Department of Environmental Quality, US Fish and Wildlife Service, Department of Fish and Wildlife, US Army Corps of Engineers, Division of State Lands, Department of Agriculture or Department of Interior), or any permit issued by one of these agencies, in any agency Final Order or by any court of competent jurisdiction?

(Check one) Yes No

If yes, provide copies of the final order(s) or judgment in which this occurred and explain **in detail**:

- (e) the circumstances behind any violation, including the amount(s) not paid
- (f) whether the amount(s) have now been paid
- (g) the reasons for the violation
- (h) all efforts undertaken to ensure that future violations will not occur

12 EQUIPMENT, FACILITIES, AND PLANTS (A, B, C, and D)

(A) Equipment owned by the applicant: List only major items. Lump together small equipment and tools. **Attachments are acceptable if all required information is included.**

Quantity, Description and Capacity of Items	Age in Years	Condition of Equipment
1979 Int'l Truck w/8yd Scan Slurry Unit	31	Excellent
1984 Ford Truck w/8yd Scan Slurry Unit	26	Excellent
1981 Int'l Truck w/8yd Scan Slurry Unit	29	Excellent
1981 Peterbuilt Truck w/10yd Young Slurry Unit	29	Excellent
1981 White Truck w/10yd Slurry Unit (as built)	29	Excellent
1969 5 yd dump truck	41	Good
1986 5 yd dump truck	24	Excellent
1976 White Truck w/4500gal mtd tank & 4000 gal trlr	34	Good
1994 Freightliner Truck w/8500 gal trlr	16	Excellent
1988 Case Front End Loader w/heavy duty trlr	22	Excellent
2001 Ford Flatbed 1 Ton utility	9	Excellent
2001 Ford Service Body	9	Excellent
1992 Ford F-350 1 Ton utility	18	Excellent
2001 Ford Lariat Crew Cab	9	Excellent
Slurry Spreader Boxes 14ft,11ft,10ft,9ft,7ft	4-9	Excellent
1984 Layton Paver	26	Excellent
(2) 9 wheel rubber tire roller-10ton and 3ton	45/9	Good/Excellent
2002 Crafc0 SS125 Melter	8	Excellent

(B) Total market value of equipment: \$550,000.00

(Required)

(C) Does applicant intend to rent equipment? Yes No If yes, provide a general description:

(Required)

Front end loader, misc barricades, pick-up trucks

*(D) Production Facility or Plant Yes No If yes, complete below:

(Required)

Description	Location	Capacity

* ODOT's acceptance of this prequalification does not imply ODOT's approval as material sources for ODOT projects

13 CLASSES OF WORK

Fill in the classes of work on which you wish to bid. Classes of work include, but are not limited to, work listed in parentheses. If more space is required, attach additional sheets.

For Each Class of Work:

Check beside each Class of Work for which you have demonstrated experience in Section 14. This may be with your own work force or through project management of subcontractors.

List all other states where applicant is currently qualified or has been qualified within the last three (3) years to perform work.

(Highways, Roads, Streets)

Class of Work	States qualified within the last (3) years
<input type="checkbox"/> (AB) Aggregate Bases	_____
<input checked="" type="checkbox"/> (ACP) Asphalt Concrete Paving and Oiling (Paving, Chip Sealing, Crack Sealing, Slurry Sealing, Fog Sealing)	OR/WA _____
<input type="checkbox"/> (REIN) Bridges and Structures (Concrete, Steel, and Timber Bridges, Retaining Walls and Soundwalls; Seismic Retrofit; Box Culverts; Structural Plate Pipe, and Pipe Arches)	_____
<input type="checkbox"/> (BLD1) Buildings (Toilets, Bathhouses, Maintenance, Sand Sheds)	_____
<input type="checkbox"/> (EART) Earthwork and Drainage (Clearing, Earthwork, Blasting, Riprap, Culverts, Manholes, Inlets, Storm Sewers, Sanitary Systems)	_____
<input type="checkbox"/> (ELEC) Electrical (Traffic Signals, Illumination, Ramp Meters, Roadway Weather Information Systems (RWIS), Variable Message Signs (VMS), Traffic Cameras)	_____
<input type="checkbox"/> (LS) Landscaping (Roadside Seeding, Lawns, Shrubs, Trees, Irrigation Systems, Topsoil, Temporary and Permanent Erosion Control)	_____
<input type="checkbox"/> (MHA) Miscellaneous Highway Appurtenances (Guardrail, Barrier, Curbs, Walks, Fences, Protective Screening, Impact Attenuators, Cold Plane Pavement Removal, Rumble Strips)	_____
<input type="checkbox"/> (PAI1) Painting (Bridges and Buildings)	_____
<input type="checkbox"/> (PAVE) Pavement Markings (Permanent - Painted, Durable, Markers, Delineators)	_____
<input type="checkbox"/> (PCP) Portland Cement Concrete Paving	_____
<input type="checkbox"/> (AC) Rock Production (Aggregate Crushing, Sanding Rock)	_____
<input type="checkbox"/> (SIGN) Signing (Permanent)	_____
<input checked="" type="checkbox"/> (TTC) Temporary Traffic Control (All Temporary Traffic Control Items Including Flaggers and Pilot Cars)	OR/WA _____
<input type="checkbox"/> (OTH1) Other, (List specific class) _____ _____ _____	_____

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

1. **Agency or Company Name (Name, address and phone w/area code):** City of Medford 411 w 8th street medford or, 97501 541-774-2035

Name of Project and Location of Work: 2009 slurry seal

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$180,364.85 **Date of Completion (if completed)** 7/2010 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:** american safety casualty insurance company

2. **Agency or Company Name (Name, address and phone w/area code):** Bureau of Land Management 333 s.w. first ave. 7th floor portland, or. 97204 503-808-6227

Name of Project and Location of Work: Yahona Slurry Seal & Marking

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$69,860.96 **Date of Completion (if completed)** 7/2010 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:** american safety casualty insurance company

3. **Agency or Company Name (Name, address and phone w/area code):** Johnson Rock Products 62157 hwy 101 PO Box 1250, coos bay or. 97420

Name of Project and Location of Work: USFS - Rec Site Surfacing Rehab

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$54,390.96 **Date of Completion (if completed)** 6/2010 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:**

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

4. **Agency or Company Name** (Name, address and phone w/area code): Sunriver owners association, P.O.Box 3278 sunriver oregon, 97707 541-593-2483

Name of Project and Location of Work: 2010 slurry seal

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$198,683.05 **Date of Completion (if completed)** 6/2010 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:**

5. **Agency or Company Name** (Name, address and phone w/area code): City of Tigard, 13125 SW Hall Blvd. Tigard, OR 97223 503-639-4171

Name of Project and Location of Work: FY 2009-10 Pavement major Maintenance Program Slurry Seal

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$113,085.83 **Date of Completion (if completed)** 8/2009 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:** American Safety Casualty Insurance Company

6. **Agency or Company Name** (Name, address and phone w/area code): Lane County Public Works 125 E 8th ave., Eugene, Or. 97401 541-682-4193

Name of Project and Location of Work: Contract No. 08/0/-10 River Road Area Slurry Seal project May 2009

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$142,379.68 **Date of Completion (if completed)** 7/2009 **Prime** **or** **Sub**

Project Bonded: **No** **Yes** **Surety Company if Project Bonded:** American Safety Casualty Insurance Company

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

7. Agency or Company Name (Name, address and phone w/area code): <u>High Desert Aggregate & Paving, 8500 NW Lone Pine Rd. Terrebonne, OR 97760</u> <u>541-548-7600</u>		
Name of Project and Location of Work: <u>LaGrande/Union Airport Taxiway "A" & Taxiway "D" rehab project AIP Project no. 3-41-0031-0014</u>		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: <u>\$26,234.00</u>	Date of Completion (if completed) <u>7/2009</u>	Prime <input type="checkbox"/> or Sub <input checked="" type="checkbox"/>
Project Bonded: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded:		

8. Agency or Company Name (Name, address and phone w/area code): <u>S-2 Contractors, 6860 S Anderson Rd., Aurora, Oregon 503-651-4000</u>		
Name of Project and Location of Work: <u>City of Damascus08 Road Repair</u>		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: <u>\$115,036.62</u>	Date of Completion (if completed) <u>7/2009</u>	Prime <input type="checkbox"/> or Sub <input checked="" type="checkbox"/>
Project Bonded: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Surety Company if Project Bonded:		

9. Agency or Company Name (Name, address and phone w/area code): <u>Chugach Alaska Corp. 3080 Center Point Dr. Ste. 601, Anchorage, Ak 99503 662-274-1859</u>		
Name of Project and Location of Work: <u>Roseburg VA Hospital</u>		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: <u>\$260,293.40</u>	Date of Completion (if completed) <u>8/2009</u>	Prime <input type="checkbox"/> or Sub <input checked="" type="checkbox"/>

Project Bonded: No Yes Surety Company if Project Bonded:

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

Lane County Public Works 3040 N Delta High Way, Eugene Oregon 97408 541-682-6900		
10. Agency or Company Name (Name, address and phone w/area code): Lane County Public Works 3040 N Delta High Way, Eugene Oregon 97408 541-682-6900		
Name of Project and Location of Work: 2009 River Road Area Slurry Seal Project		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: \$131,516.22	Date of Completion (if completed) 5/2009	Prime <input checked="" type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Surety Company if Project Bonded: Bituminous Casualty Corp.		

City of Tigard, 13125 SW Hall Blvd, Tigard, Or 97223, 503-639-4171		
11. Agency or Company Name (Name, address and phone w/area code): City of Tigard, 13125 SW Hall Blvd, Tigard, Or 97223, 503-639-4171		
Name of Project and Location of Work: FY 2008-09 Pavement Major Maintenance Program Phase III Slurry Seal		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		
Contract Amount: \$48,756.10	Date of Completion (if completed) 08/08	Prime <input checked="" type="checkbox"/> or Sub <input type="checkbox"/>
Project Bonded: No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Surety Company if Project Bonded: Developers Surety & Indemnity Company		

Lane County Public Works, 3040 N. Delta Hwy Eugene, Or 97408, 541-682-6900		
12. Agency or Company Name (Name, address and phone w/area code): Lane County Public Works, 3040 N. Delta Hwy Eugene, Or 97408, 541-682-6900		
Name of Project and Location of Work: 2008 River Road Area Slurry Seal		
Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.		
AB <input type="checkbox"/> , ACP <input checked="" type="checkbox"/> , REIN <input type="checkbox"/> , BLD1 <input type="checkbox"/> , EART <input type="checkbox"/> , ELEC <input type="checkbox"/> , LS <input type="checkbox"/> , MHA <input type="checkbox"/> , PAI1 <input type="checkbox"/> , PAVE <input type="checkbox"/> , PCP <input type="checkbox"/> , AC <input type="checkbox"/> , SIGN <input type="checkbox"/> , TTC <input checked="" type="checkbox"/> , or OTH1 <input type="checkbox"/>		

Contract Amount: \$72,000.24 Date of Completion (if completed) 8/08 Prime or Sub

Project Bonded: No Yes Surety Company if Project Bonded: Developers Surety & Indemnity Company

14 EXPERIENCE

List no more than three (3) **major** projects that support each class of work you selected on page 13 that applicant has undertaken as a prime or sub in the last five years beginning with the most recent. Please limit the experience to the past five years. Attachments are acceptable if all required information is included.

13. Agency or Company Name (Name, address and phone w/area code): City of Medford works, 821 N columbus ave. Medford, Or. 97501, 541-774-2600

Name of Project and Location of Work: Slurry Seals 2007 MS - 0815

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$127,170.00 Date of Completion (if completed) 7/08 Prime or Sub

Project Bonded: No Yes Surety Company if Project Bonded: Developers Surety & Indemnity Company

14. Agency or Company Name (Name, address and phone w/area code): City of Shoreline, 17544 Midvale Ave, N Shoreline WA, 98133 206-363-0749

Name of Project and Location of Work: 2007 Slurry Seal

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$102,418.81 Date of Completion (if completed) 8/07 Prime or Sub

Project Bonded: No Yes Surety Company if Project Bonded: Developers Surety & Indemnity Company

15. Agency or Company Name (Name, address and phone w/area code): Cates & Erb, Inc, P O Box 2027 OMAK, WA 98841 509-826-4752

Name of Project and Location of Work: Us Dept of Interior Bureau of Reclamation 2006 Repair/Resurface Grand Coulee, Grand Coulee Dam, Wa

Check the Class(es) of Work listed below that you listed on Pages 12 and 13 that pertain to this project.

AB , ACP , REIN , BLD1 , EART , ELEC , LS , MHA , PAI1 , PAVE , PCP , AC , SIGN , TTC , or OTH1

Contract Amount: \$255,465.60

Date of Completion (if completed) 10/06

Prime or Sub

Project Bonded: No Yes Surety Company if Project Bonded:

18 AFFIDAVIT

STATE OF OREGON)

County of Washington)

ss.

I, Linda S. Rehberger being first sworn, state that I am

Linda S. Rehberger of the applicant herein and that the statements made in
(Title of individual authorized to execute bids and contracts) this application are true and I acknowledge that any false, deceptive or fraudulent statements on the application or at a hearing will result in the denial of prequalification, and may subject me to charges of false swearing or perjury; should there be any subsequent material reduction in applicant's ability to carry out any project for which applicant desires to submit a bid; applicant will give written notice of such change to the designated officer to whom this application is submitted at least ten days prior to the bid opening and that it is understood that such notice may change the eligibility of applicant to submit the bid.

Linda S. Rehberger
(Original Signature of Individual Authorized to Execute Bids and Contracts)

Subscribed and sworn to before me this 24th day of July, Year 2010

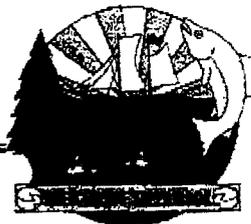
Notary Seal
or
Stamp



Linda S. Rehberger
Original Notary Public Signature

My commission expires 09-16-10

CITY OF TILLAMOOK



City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

Fax: 503-842-6112
Telephone: 503-842-6152

May 26, 2011

Attachment C

Blackline Inc.
Attn: Glen Brock
PMB 196 13203 NE Hwy 99, Ste. 7
Vancouver, WA 98686

Dear Glen,

The enclosed list of streets to be treated is separated into two sub-totals, with a final combined total at the bottom. The first sub-total represents three streets that make up a single subdivision. The second sub-total includes two streets near the subdivision that can be added or subtracted, depending on the total bid price.

At this time, the City of Tillamook feels that a Type II Slurry Seal will be the mix design called for, with details to be worked through with the awarded contractor. As always, the City of Tillamook reserves the right to reject any and all bids. Thank you for your time and interest in this project.

Sincerely,

Jon Williams
Street Department Supervisor
City of Tillamook
503-842-0232 (cell)

100 miles.

1 Enclosure

Square Yards of Streets to be Treated

<i>STREET TO BE TREATED</i>	<i>SQUARE YARDS</i>
Glenview Avenue	5184.81
Faircrest Drive	2257.74
Tremont Circle	974.814
TOTAL	8417.364
Marolf Place	1065.6
Meadow Avenue (3rd-Dogwood)	2609.67
TOTAL	3675.27
COMBINED TOTAL	12092.634

MAIN BID SHEET

PROJECT:	TILLAMOOK	AT COST	\$1,287
SQUARE YARDS:	12,093	TOTAL PROJECT	\$15,565.84
MATERIALS	\$8,301.84	BID AT	\$1,590
LABOR	\$760.00	COST WITH PROFIT	\$19,227.87
TRAFFIC CONTROL	\$561.00		
FLAGGING	\$308.00		
NOTIFYING	\$240.00		
RENTAL RATE	\$0.00	TOTAL PROFIT	\$3,662.03
CLEANING	\$195.00	DAILY PROFIT	\$7,324.05
	<hr/>		
TOTAL	\$10,365.84		
OVERHEAD	\$0.00		
	<hr/>		
TOTAL	\$10,365.84		
MOBILIZATION + DAILY FUE	\$5,200.00		
MIX DESIGN	\$0.00		
MOTEL	\$0.00		
	<hr/>		
TOTAL	\$15,565.84		
BOND	\$0.00		
MISC.	\$0.00		
TAX %	0.00%		
TAX	0.00		



Proposal

PMB 196
 13023 NE Hwy. 99 Ste.7
 Vancouver, WA 98686
 Office: 360-225-1080
 Fax: 360-225-6472
 E-Mail: BLACKLINE10@AOL.COM
 Federal ID No. 91-1357581

JOB NUMBER: 2011

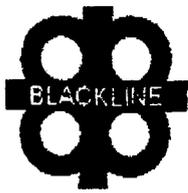
DATE: 6/6/2011

Job Description: Slurry Seal at Tillamook OR.

Itemized Estimate	
PROVIDE ANY NECESSARY SIGNING AND BARRICADING	
CLEAN ENTIRE PROJECT WITH POWER BLOWERS AND SWEEPER	
PLACE ONE (1) APPLICATION OF Type II SLURRY SEAL OVER 12,093 SQUARE YARDS OF EXISTING ASPHALT	
This estimate is based on 12,093 square yards at \$ 1.59 per square yard.	
SUBTOTAL	\$19,227.87
TAX RATE	0%
TOTAL TAX	\$0
TOTAL	\$19,227.87
BLACKLINE, INC. WILL COORDINATE ALL WORK TO CAUSE THE LEAST AMOUNT OF INCONVENIENCE.	

This estimate applies to the job described above. This estimate does not include additional materials or labor that may be required due to any unforeseen problems that arise once the job has begun.

If you have any questions regarding this estimate, please contact **Glenn Brooks** at **360-225-1080**.



Blackline, Inc.

Fax

PMB 196
13023 NE Hwy. 99, Ste. 7
Vancouver, WA 98686
Office: 360-225-1080
Fax: 360-225-6472
E-Mail: Blackline10@aol.com
Federal ID No. 91-1357581

To: Jon Williams	From: Blackline Inc
Fax: 360-225-6472	Pages: 6
Phone: 360-225-1080	Date: 6/8/2011
Re: Slurry seal proposal	CC: [Click here and type name]

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Jon,

Thank you for the opportunity to submit our offer, we look forward to working with you.

Thank you
Glenn Brooks

TRANSACTION REPORT

JUN-08-2011 WED 03:32 AM

FOR: 5038426112

City of Tillamook

RECEIVE

DATE	START	SENDER	RX TIME	PAGES	NOTE
JUN-08	03:32 AM	503-232-1987	28"	1	OK

INTERMOUNTAIN

Date of Proposal: 6/09/2011

Proposal Valid Until: 6/30/2011

TO: CITY OF TILLAMOOK, OREGON
 ATTN: JON WILLIAMS
 210 LAUREL AVENUE
 TILLAMOOK, OR 97141
 PHONE: 503.842.6152
 FAX: 503.842.6112

Description and Location of Work: SLURRY SEAL VARIOUS RESIDENTIAL STREETS

ITEM	ITEM DESCRIPTION	APPROX. QTY	UNITS	UNIT PRICE	TOTAL
APPLY TYPE 2 LATEX MODIFIED SLURRY SEAL					
1	AREA ONE (MINIMUM AREA)	8,417	SY	\$ 2.36	\$ 19,864.12
2	AREA TWO (OPTIONAL)	3,675	SY	\$ 2.00	\$ 7,350.00
				TOTAL	\$ 27,214.12

Special Conditions/Exclusions:

- 1) Bonds are excluded but are available at 1% of bid price.
- 2) This quote is based on one move-in, additional move-ins will be charged at \$3,500.00 each. (Move-in defined as a deviation from agreed upon work schedule)
- 3) Unit price includes 12#/SY minimum application rate and emulsion meeting ISSA A143 Micro Surfacing Specification .
- 4) Street Sweeping and all traffic control and resident notification is excluded from this proposal.
- 5) A suitable stockpile location and water source to be furnished by others
- 6) Not responsible for reflective cracking or sub-grade failure.
- 7) This proposal assumes that mutually agreeable commercial and legal terms and conditions will be reached.
- 8) This Proposal and Construction Contract is subject to the terms and conditions attached.

If you have any questions regarding this proposal, please give me a call at (360) 253-0147. Thank you for your consideration.

Sincerely,

Cody Worden
 Project Manager/Estimator

Intermountain Slurry Seal, Inc
 18208-A Southwest 1st Street
 Vancouver, WA 98684
 PHONE: (360) 253-0147
 FAX: (360) 253-0150
 OR Contractors LIC # 147284

GENERAL CONDITIONS

This Proposal and Construction Contract assumes that mutually agreeable commercial and legal terms and conditions will be reached.

This Proposal and Construction Contract, including, General Conditions and attachments hereto, if any identified in Special Conditions (herein "Contract") is entered into as of the date of proposal by and between Intermountain Slurry Seal, Inc and CITY OF TILLAMOOK, OREGON herein called "Owner". Owner and Contractor agree as follows: Contractor shall commence and continue thereafter to diligently perform the Work in accordance with mutually agreed upon schedule. The mutually agreed upon schedule shall provide for (AS NEEDED) working days in which to perform the Work. A working day is defined as any day except Saturday, Sunday, and Legal Holidays and except days on which Contractor is prevented from proceeding with at least ninety percent of the normal labor and/or equipment force required to perform the Work due to events or circumstances beyond the control of Contractor including, but not limited to, those events or circumstances identified in Sections 7 and 8 in the General Conditions.

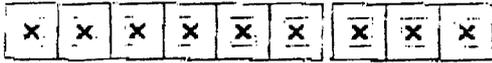
1. **WORKMANSHIP AND MATERIALS:** Contractor acknowledges that it is familiar with the nature and location of the Work. All Work shall be performed by Contractor in a workmanlike manner, and in accordance with industry standards.
2. **PAYMENTS:** Contractor shall receive progress payments monthly in proportion to the amount of Work performed during the period covered by Contractor's billing. Progress payments will be made within ten (10) days after Owner receives a billing from Contractor setting forth the amount due for the Work performed and covered by the billing. Owner shall pay to Contractor, as full compensation for performance by Contractor of the Work (herein "Contract Amount") the following amount **DEPENDANT UPON ITEMS OF WORK SELECTED**. Progress payments shall be 100% of the estimate and the sum of 1.5% per month shall be added to any balance unpaid when due. The Contract amount shall include all applicable Sales, Use, Franchise, Excise and other taxes which may now or hereafter be levied. In the event the above price is a unit price based on quantities, final payment shall be for actual quantities jointly determined by the Owner and Contractor, upon completion of all Work hereunder. Contractor shall have the right to terminate this Contract if Owner is unable to demonstrate to the satisfaction of Contractor prior to commencement of Work (or at anytime during the course of the Work in response to the written request of Contractor) Owner's ability to make payments for the Work to be performed hereunder in the manner and at the times set forth herein. Final payment shall be due Contractor within ten (10) days after (i) Owner's receipt of a final billing from Contractor or (ii) completion of the Work, whichever shall occur last. The proportionate amount of Work billed on Contractor's progress billings shall be subject to the approval of Owner. Progress payments shall not be construed as an acceptance of any Work, the entire Work being subject to final inspection and approval by Owner. As it would be extremely difficult to fix and ascertain the actual damages the Contractor would sustain by Owner's failure to pay moneys due to Contractor under the terms of this Contract at the times and in the manner specified herein, it is hereby agreed by the parties hereto that the Owner shall pay to the Contractor in addition to all sums due hereunder the sum of the percentage per month. Nothing contained herein shall be deemed consent by the Contractor for extending the due date for payment under this Contract. No retention will be held on private work.
3. **CHANGES IN THE WORK:** Owner may, from time to time, by instructions or drawings issued to Contractor, make changes to the scope of the Work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this Contract shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original contract. The price or a formula for establishing the price and any time impacts to the schedule for such work shall be set forth in a written change order either prior to the commencement of work or as soon as practical thereafter and shall be mutually agreed upon with Contractor. Absent the parties' agreement to price and/or time extension for a change in the Work, Owner shall pay Contractor its actual direct costs in completing said extra work plus a mark-up of 15 percent thereon for overhead and profit.
4. **INDEMNITY:** Contractor shall indemnify and hold Owner harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Contractor, its agents, employees, or subcontractors, in performing the Work. Owner shall indemnify and hold Contractor harmless against all claims, damage suits, actions, recoveries and judgments caused by the negligence of Owner, its agents, employees, or subcontractors, relating to the Work.
5. **RESPONSIBILITY FOR WORK:** Except to the extent insured by property insurance provided by Owner, Contractor shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies and equipment until such time as Contractor has de-mobilized from the Work site. In no event, shall Contractor be liable for such loss or damage that results from the actions, omissions, fault or negligence, either active or passive, of the Owner, Owner's representatives, agents, employees, its other contractors or anyone acting on Owner's behalf or others over whom Contractor has no authority or control.
6. **INSURANCE:** Contractor shall maintain such insurance as will protect it from claims under workers' compensation acts and from claims for damages because of bodily injury, including death, or injury to property which may arise from and during the operation of this Contract. A certificate of such insurance shall be provided to the Owner if the Owner so requests.
7. **DELAYS BEYOND CONTROL OF CONTRACTOR:** In the event Contractor shall be delayed in the performance of the Work under this Contract by causes beyond the control of the Contractor and not caused by Contractor's negligence, including, but not limited to, Change Orders, Acts of God, or of the public enemy, acts of any governmental agency, fire, flood, epidemics, strikes, freight embargoes, inclement weather, over optimum moisture content of ground or base course, unsuitable ground conditions or delays caused by Owner, its other contractors, their subcontractors of any tier and the suppliers to any of the foregoing, Contractor shall have a time extension to the mutually agreed schedule for the time caused by said delay and shall be paid its additional costs incurred as a result of the delay, including labor and material cost or price escalations, and extended jobsite and home office overhead.
8. **DIFFERING SITE CONDITIONS:** (A) Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, including but not limited to any subsurface utilities not accurately shown on plans or drawings, or (2) unknown physical conditions at the site of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, or (3) the existence of contaminated, toxic or hazardous materials or conditions not specifically described in type, character, or quantity in this Contract, which existence is deemed to be a differing site condition. (B) Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ or are deemed to so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract price increased to reflect Contractor's increased costs plus a mark-up of 15 percent, and the mutually agreed schedule extended accordingly.
9. **LAWS AND REGULATIONS:** Contractor shall at all times comply with all applicable safety, licensing, employment and environmental laws, ordinances, statutes, rules and regulations of the Federal Government, State, County, Municipalities or their Agencies of Government (herein "Law" or "Laws").
10. **OWNER:** Owner represents he/she/it is the Owner in fee simple of the real property upon which the construction improvement is to be made.
11. **ACCEPTANCE:** Upon receipt of written notice from Contractor requesting acceptance of the Work being performed hereunder, Owner and Contractor shall promptly inspect the job jointly and, in the event the same has been completed in conformity herewith, provide Contractor with a Notice of Completion in recordable manner and form. In the event the Work performed is subject to further inspection and/or final acceptance by another person or entity, and such inspection and/or final acceptance cannot be obtained through no fault of Contractor, then in such event the Work shall be deemed completed and accepted. Contractor shall warrant its Work against defects in materials and workmanship for a period of one year from the date of completion of the Work.
12. **PERMITS:** Owner will obtain and pay for all permits, inspection fees, soils test, engineering, staking, fees for utility connections, or other such similar items required for the performance of Work hereunder.
13. **SUBCONTRACTING:** Contractor shall have the right to subcontract any portion of the Work hereunder, and all Work performed by subcontractors shall be subject to all of the applicable Contract terms and conditions.
14. **LIENS AND CLAIMS:** Provided Contractor has been, and continues to be, timely paid all amounts due it, Contractor shall promptly pay valid claims of all persons, firms or corporations performing labor or furnishing equipment, materials and other items used in, upon or for the Work done hereunder.
15. **FAILURE TO MAKE PAYMENTS:** In the event Owner shall fail to make payment at the times and in the amounts provided for in this Contract, Contractor shall have the right to stop Work. In such event all amounts due Contractor, including retention, if any, shall immediately become payable and Contractor shall have the right to recover all damages sustained by Contractor as a result of such breach of contract by Owner.
16. **DEFAULT:** In the event Contractor shall fail to timely perform any provision of this Contract and if such failure should continue for thirty (30) days after receipt of written notice from Owner, then Owner may terminate this Contract and cause the balance of the Work to be completed by other parties. In any such event, if the reasonable cost of such completion exceeds the unpaid balance due on the Contract price, Contractor shall promptly pay such difference to Owner; otherwise, the unpaid contract balance shall be paid to Contractor. The Owner and Contractor each waive the right to recover from the other any indirect, incidental or consequential damages regardless of how such damages are caused.
17. **COSTS AND ATTORNEYS' FEES:** Should either party bring suit in court to enforce or interpret any of the terms hereof, or for a breach thereof, and/or to foreclose any mechanic's lien attributable to the Work done hereunder, the prevailing party shall be entitled to cost and reasonable attorneys' fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.
18. **NOTICES:** Any notice required or permitted hereunder shall be served personally on Contractor's construction manager or on the representative of Owner at the job site, or may be served by certified mail directed to the address of the party shown on the face of the Contract. Notices shall be effective upon receipt by the intended recipient.
19. **ASSIGNMENT:** Except as provided in Section 13 above, neither party shall assign all or any portion of this Contract without first obtaining the signed written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the heirs, successors and assigns of the parties hereto.
20. **WAIVER OF RIGHTS:** Failure to enforce any rights hereunder shall not waive any rights in respect of other or future occurrences.
21. **SEVERABILITY:** To the best knowledge and belief of the Parties, this Contract now contains no provision that is contrary to any Laws. In the event that any provision of this Contract shall at any time contravene in whole or in part any applicable Law, then such provision shall remain in effect only to the extent permitted, and the remaining provisions hereof shall remain in full force and effect.
22. **JURISDICTION:** It is understood and agreed that each and every provision of this Contract, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Work is to be performed.
23. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between Owner and Contractor and contains everything agreed upon by the parties. This Contract supersedes all earlier proposals, discussions, correspondence and oral agreements, if any, between Owner and Contractor.

OWNER ACKNOWLEDGES THAT INTERMOUNTAIN SLURRY SEAL, INC IS A NON-UNION COMPANY. OWNER AND CONTRACTOR AGREE THAT CONTRACTOR WILL NOT BE REQUIRED TO BECOME SIGNATORY TO ANY UNION AGREEMENTS OR IN ANY WAY BE BOUND TO ANY COLLECTIVE BARGAINING AGREEMENTS OR THE OBLIGATIONS THEREUNDER.

Executed at: OREGON as of the date first above written.

If Acceptable Please Sign Original and Return to:

INTERMOUNTAIN SLURRY SEAL, INC., a Wyoming Corporation



There's a new MapQuest - come try it out!

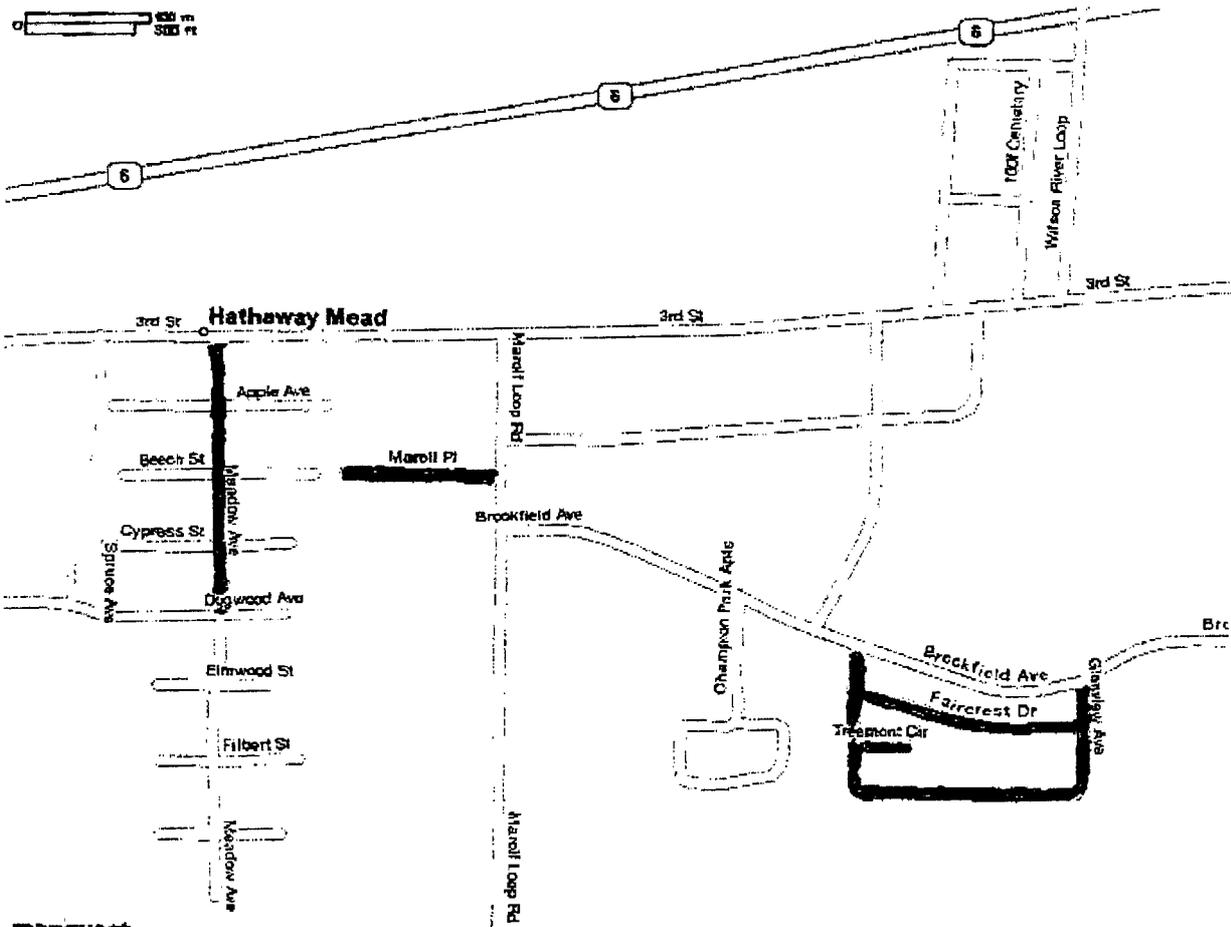
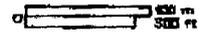


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 Tillamook, OR

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STAFF REPORT CITY OF TILLAMOOK

TO: Honorable Mayor and Members of City Council

FROM: Paul Wyntergreen, City Manager

DATE: June 16, 2011

SUBJECT: 'SOLE SOURCE' PERSONAL SERVICE CONTRACTS

ISSUE BEFORE THE COUNCIL:

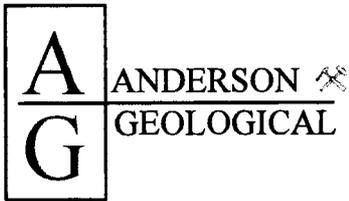
Council award of two Personal Service Contracts through a direct appointment process rather than a full request for proposal process.

EXECUTIVE SUMMARY:

- The City has need of two promptly-executed contracts for a Level I Environmental Assessment of the City Shops on Birch Avenue and an update of our Storm Drainage Master Plan to include recently annexed areas of the City and to address DEQ compliance issues.
- Under OAR 137-048-0200 (1) (e), a local contracting agency may directly award an engineering or related Personal Services contract if the services are substantially related to those services that were previously studied in an earlier contract with the same consultant and the agency originally used the standard selection procedure in effect at the time the previous contract was awarded.
- Anderson Geological recently performed the Level I Environmental Assessment for the City on the Schmidt Property, which is a close neighbor to the City Shops, and shares a number of physical and historical characteristics with the shops. Their work with all of the recent FEMA projects also assures their familiarity with local issues. They have offered a report turnaround of approximately three weeks, which also provides a timeliness that coincides with the demands of property negotiation.
- NW Engineers offers the services of Mr. Greg Thiel, P.E. and Mr. Clint Davis, P.E., who prepared the original Tillamook Stormwater Master Plan. They have all of the original data and base background needed to commence this project with the momentum needed to deliver an updated product this Fall so that a timely SDC methodology can be implemented.

RECOMMENDATION:

- In the interests of timeliness, approve the two direct appointment contracts based upon substantial relation to prior contracts.



June 14, 2011

Mr. Paul Wyntergreen - City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

**PROPOSAL TO PROVIDE PHASE ONE ENVIRONMENTAL SITE ASSESSMENT
TILLAMOOK CITY SHOPS PROPERTY
SECOND STREET AND BIRCH AVENUE
TILLAMOOK, OREGON**

Dear Mr. Wyntergreen:

We are pleased to submit this proposal to provide Phase One Environmental Site Assessment services for the above-referenced property.

PROJECT APPROACH:

The purpose of the Phase One Environmental Site Assessment is to identify environmental concerns which may present a potential liability to the property owner/prospective purchaser under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), related state laws and regulations, and which may require further investigation. The scope of work is intended to permit the user of the report to satisfy one of the requirements to qualify for the *innocent landowner, contiguous property owner, or bona fide prospective purchaser* limitations on CERCLA liability, that is, the practice that constitutes "all appropriate inquiry (AAI) into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 USC §9601(35)(B).

SCOPE OF SERVICES:

The scope of work for this project includes a review of applicable Federal and State databases, a review of readily available records to document the past and current uses of the subject property and adjoining properties, interviews with persons with knowledge of the site, a site reconnaissance, and a final report summarizing our findings and conclusions. The project will be performed in accordance with ASTM Standard 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*.

AGI will provide the following specific scope of services for the property:

P.O. Box 649
Wilsonville, Oregon 97070
Ph: (503) 682-2500
Fax: (503) 682-2300

1. **INITIAL MEETING:** Meet or talk with the property owner or other key personnel to further discuss the project and to obtain any information which may be relevant to the site or adjoining land. An environmental questionnaire will be submitted to the current owner or their representative for completion. It is understood that the client will provide all known environmental information including current and former site use, hazardous wastes, specialized site knowledge, and knowledge of possible environmental liens on the subject property. Under the AAI standard, it is the responsibility of the report user to identify environmental liens on the property.
2. **AGENCY FILE CHECK:** Using a commercial database search provider, obtain a search of regulatory agency listings per ASTM 1527-05 to identify known hazardous substance violations, contaminant discharges, environmental and institutional and engineering controls, and other environmental problems for varying distances based upon their relative potential impact to the subject properties.
3. **GEOLOGIC RESEARCH:** Review available soils, geology, engineering, groundwater or other reports regarding the property and the immediate vicinity.
4. **HISTORICAL REVIEW:** Review aerial photographs of the sites and adjacent property to assess previous site conditions and operations (if available). Other historical information that may be reviewed includes Sanborn fire maps, city directories, building permits, or property title information (if provided by the client) to determine history of usage. Whenever feasible, the history of the property will be traced to 1940 or to a time prior to its earliest developed use, whichever is earlier.
5. **PHYSICAL INSPECTION:** Conduct one site visit by the environmental professional, during which the property and any structures will be visually inspected for potentially hazardous materials, existing in the past or present. A field checklist will be completed, and pertinent observations related to potential environmental conditions will be recorded. A reasonable attempt will be made to interview on-site managers, employees, tenants, occupants, or other persons familiar with the history of the property.
6. **REPORT:** A report will be prepared containing observations and conclusions relating to the apparent environmental conditions of the site. The report will include a description of site, CAD vicinity plan, conditions encountered, and documentation of resources including regulatory and historic records reviewed, opinion and conclusions. If appropriate, recommendations will be made in the text of the report, unless AGI is directed otherwise by the client.

LIMITATION OF SCOPE:

The purpose of this phase of the work is to determine if more in-depth studies are to be developed. Observations will be made based on the best available information by trained professionals. It is not intended to be a comprehensive determination of all potential liabilities associated with a particular property, nor is it represented as a legal opinion as to the client's performance of "due diligence" concerning the purchase of real estate. Unless otherwise specified, the scope of work does not include a review/opinion of legal instruments such as indemnification agreements, purchase and sale agreements, liens, etc. Its cursory nature is to be noted by all parties. AGI is not responsible for inaccuracies of government records and other documents reviewed, nor for inaccuracies or lack of truthfulness of owners and prior owners who are interviewed.

Unless otherwise specified in this proposal, the scope of work for the project does not address the following items: hazardous materials audit, environmental compliance (unless directly related to potential CERCLA liability); indoor air quality, mold or radon; asbestos-containing building materials, lead-based paint, wetlands and other land use issues, geotechnical or geologic hazards, nor does it include subsurface exploration or chemical screening of soil and groundwater beneath the site which is needed to determine site contamination with scientific certainty.

It should be noted that, in order to qualify for *all appropriate inquiry* (AAI) and meet the ASTM 1527-05 standard, the user must provide a title report that includes a search for environmental liens, and complete a User Questionnaire.

AGI will utilize a commercial database search provider in the conduct of this project. Their report is subject to the limitations, constraints, inaccuracies and incompleteness of government information and of computer mapping data and conventions.

The findings and conclusions of this report are not scientific certainties but, rather, probabilities based on professional judgement concerning the significance of the data gathered during the course of the study. AGI is not able to represent that the subject property or adjoining land contain no hazardous waste, oil or other latent condition beyond that detected or observed by AGI during the study. The possibility always exists for contaminants to migrate undetected through surface water, air or groundwater. The ability to accurately address the environmental risk associated with transport in these media is beyond the scope of this study.

FEE:

Phase One Environmental Site Assessment (Flat Fee) \$2,600

The cost of reproduction, disposable equipment, mileage and postage are included in the above flat fee. Three copies of the report will be provided.

Mr. Paul Wyntergreen
Re: City Shops Property, Tillamook, Oregon
June 14, 2011
Page 4

The indicated fee and the terms under which our services are provided will be in accordance with the attached General Terms and Conditions for Professional Services ("Terms and Conditions") dated 01/2009, which together with this proposal comprise the entire agreement between the parties. The Terms and Conditions may not be changed without the prior written consent of the parties.

The data and information contained in this document are proprietary, and shall not be duplicated, used or disclosed in whole or in part to other parties without AGI's permission.

SCHEDULE:

We anticipate that our services can be started immediately upon receipt of a signed copy of this proposal. A final written report will be provided within three weeks of receiving notice to proceed.

You may indicate acceptance of this Agreement by returning a signed copy of this proposal or a purchase order incorporating the terms of the Agreement. A full, signed copy of the proposal can be faxed to my attention at (503) 682-2300

We appreciate this opportunity to submit our proposal to you and look forward to your favorable consideration. Please call me if you have any questions.

Sincerely,

ACCEPTED BY:



Name (Please Print)

Erik Anderson, R.G.
Hydrogeologist

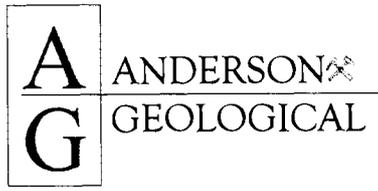
Signature

Title

Date

Attachments:

General Terms and Conditions for Professional Services (rev. 01/2009)



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Attached to and part of our letter agreement to client outlining our specific scope of services:

The purpose of these General Terms and Conditions is to identify basic contractual obligations of Anderson Geological, Inc. (AGI) and Client for various professional consulting services, whereby AGI would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services to be provided as a supplement to this agreement.

1. **RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by AGI personnel plus any reimbursable expenses.

Hourly Rate

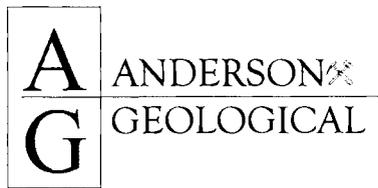
1. Registered Hydrogeologist/Geologist	95.00
2. Field Geologist/Scientist	75.00
3. CAD/Drafting	55.00
4. Administrative Support	45.00

Court and arbitration time will be charged at two times above rates.

2. **REIMBURSABLE EXPENSES:**

- A. **Outside Services.** Subcontracted services such as subconsultants, labor, and technical services will be invoiced at cost plus 15 percent. Examples of services which may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, and geophysical surveys.
- B. **Supplies.** Charges for items not ordinarily furnished by AGI such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long-distance and wireless telephone calls will be invoiced at cost plus 10%.
- C. **Equipment.** Certain AGI-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at our standard rates without markup (rates available upon request). Current rates are as follows: vehicle mileage is \$0.50 per mile; photocopies are \$0.15 per copy; color copies are \$1.00 per copy. These rates are subject to change without notice.
- D. **Laboratory.** AGI utilizes outside laboratories for sample analysis.

3. **RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish AGI right-of-entry on real property and be responsible for the propriety of the time, place, and manner of our entry upon the real property where we are to perform our services. AGI will take reasonable precautions to minimize damage to the real property from use of equipment, but have not included in the fee the cost of restoration, unless specifically included in our scope of work. If the Client desires AGI to restore the real property to its approximate former condition, we will accomplish this and add the cost plus 15 percent to our fee.
4. **BURIED UTILITIES:** AGI field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated utility location. AGI field personnel will avoid hazards or utilities which are observed by them at the site. If AGI is advised in writing of the presence or potential presence of underground or above-ground obstructions, such as utilities, we will give special instructions to our field personnel. AGI is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold AGI and AGI subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Utility locates typically require an advance notice of two full business days.
5. **WORKER'S COMPENSATION INSURANCE:** AGI will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes.
6. **LIABILITY INSURANCE:** AGI carries comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability arising out of bodily injury or property damage arising out of AGI operations. AGI makes no representations or warranties concerning the effect, applicability or scope of such insurance. Upon request in writing by Client to AGI, AGI will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. AGI makes no representations or warranties regarding any act by its insurer(s), and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.



7. **PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing our professional services, we will use that standard of care and skill ordinarily recognized under similar circumstances by members of our profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with our rendering of professional services.
8. **CONTRACTED WORK:** AGI, including its subconsultants, are retained hereunder for the limited purpose of performing certain environmental surveys, providing the results of such surveys to client, and making recommendations with respect to the data produced by the surveys. AGI is not responsible for the overall environmental status of Client's project, for the interpretation of the survey results by others, for any use of its reports by Client or others except as specifically set forth herein, or for any other matter not encompassed in the specific assignment given to AGI by Client. Any unauthorized use or distribution of AGI's work shall be at the Client and recipients sole risk. If Client desires to release, or for AGI to provide, our report(s) to a third party not described above for that party's reliance, AGI will agree to such a release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this agreement, in addition to a fee for extending our liability to a new party. The Client shall indemnify, defend and hold harmless AGI and its subconsultants from any claims, damages, costs, losses and expenses, including but not limited to attorney fees and costs on arbitration, trial or appeal arising out of unauthorized or third party use of AGI's reports.
9. **SAMPLES:** All samples will be discarded 30 days after submission of our final report unless other arrangements are made.
10. **PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent thirty days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1-1/2%) for each thirty days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located).
11. **OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waivers by either party of any provision, term, condition or covenant, shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party by providing written notice. This agreement supersedes any contract language which may be issued by client as a matter of standard purchasing protocol without regard to the unique nature of professional services.

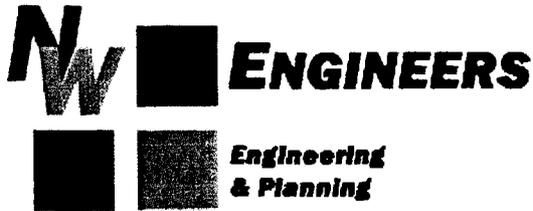
An opinion of construction, remediation and restoration costs prepared by AGI represents our judgment as a professional. Since we have no control over the cost of labor and material, or over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that AGI, in performing professional services for the Client with respect to hazardous substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment. It is understood that AGI is not the generator or site operator and does not own the hazardous waste discovered, handled or removed from the owner's property. Client agrees under advice from client's counsel to timely disclosure to appropriate public agencies as required by law; any information that may be necessary to prevent damage to human health, safety, or the environment. Client agrees that AGI and its consultants are not responsible for the creation of the condition(s) AGI is being asked to investigate and that it would be unfair for AGI to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that AGI's failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate and mutually agreed upon techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold AGI liable for creating the condition(s) or the spread of the condition(s) providing AGI meets a reasonable standard of care and/or as described by supplemental proposal. Accordingly, Client Waives any resulting claims against AGI and its consultants, and agrees to defend, indemnify and hold harmless AGI and its consultants from any and all claims or liability for injury or loss arising from the creation of the original condition(s) or the unintentional exacerbation of the original condition(s) by AGI, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition and/or allowing any condition to exist. Client also agrees to fairly compensate AGI and its consultants for any time spent and expenses incurred in the defense of any such claim.

AGI does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this agreement.

In the event there is a dispute between AGI and the Client concerning the performance of any provision in this agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs on trial or appeal. In addition, Client agrees to pay AGI for all employee time, costs, and witness costs incurred for collection activity.

This agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, AGI shall be entitled to its portion of fees for any work performed in accordance with the above rate schedule.



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Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402
Email gregt@nw-eng.com
Website www.nw-eng.com*

June 16, 2011

Mr. Paul Wyntergreen
City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141

Subject: Stormwater Master Plan Update

Dear Mr. Wyntergreen:

Thank you for the opportunity to present this proposal for your consideration. We are working closely with Mr. Clint Davis, P.E., who prepared the original Tillamook Stormwater Master Plan in 2004, while employed by LDC Design Group. I was also employed by LDC at that time so I have a history of working with Mr. Davis for over 8 years.

You met with Mr. Davis and Arley Sullivan concerning this project. We understand that Oregon DEQ and the Oregon Department of Agriculture have been monitoring the water quality of Tillamook Bay. This monitoring has included sampling in Tillamook Bay itself, in the Trask River, Hoquarten Slough and the City's stormwater outfall pipe at the Hoquarten Slough. Additional monitoring and testing of Holden Creek by Clair Thomas of Tillamook High School has also occurred. This monitoring has showed unusually high levels of bacteria in many of the samples.

Because of the high levels of contamination found, DEQ is requiring, via a condition in the City's NPDES permit, the City to address the cross connection problems identified in the Stormwater Master Plan. Because of City budget and manpower limitations, most of these cross connection problems have not yet been investigated to determine the extent of the work necessary to eliminate them.

In addition, you have indicated a desire to have the Stormwater Master Plan updated to include newly annexed areas in the eastern portion of Tillamook. Of critical importance is the development of a comprehensive stormwater capital improvement plan so that a stormwater system development charge study can be completed and the stormwater SDC implemented.

We understand that this project will be completed in two phases because of budgetary and funding considerations. The Phase 1 work would include work to assist the City in complying with the Oregon DEQ requirements concerning the identification and elimination of cross connections between sanitary sewer pipes and storm sewer pipes, as detailed in the May 25, 2011 DEQ letter. This work would include the following items:

1. Review all data contained in the City's stormwater master plan delineating the cross connections between the sanitary sewer and the storm sewer systems. This will include not only the actual master plan document and exhibits therein but also the field worksheets which may be available from the City detailing these connections (based on smoke testing documentation), plumbing permits, As-Built drawings for sanitary and storm sewers, available TV inspection reports, and available dye testing reports within known cross connection areas previously identified
2. Based on this review, assist the City in developing a cross-connection removal program.
3. Assist the City in gaining DEQ approval of the cross-connection removal program.
4. With assistance from the City and DEQ, develop a prioritization of areas requiring cross-connection removal work. This will result in addressing cross connection removals in the most cost-efficient manner.
5. Provide onsite design assistance for City construction crews working on the cross-connection program.

The Phase 2 work will include the updating of the original Stormwater Master Plan. This work will include the following items:

1. Expand the area covered by the Master Plan to include the area the City has annexed out to the UGB. This area in general is in the eastern part of the City east of Marolf Loop and along Highway 6.
2. Review the existing stormwater facilities in this expanded area.
3. Prepare a layout of required new stormwater facilities in the expanded area.
4. Determine maintenance needs of existing stormwater conveyances in the expanded area to restore their capacity.
5. Survey as necessary to determine elevations of existing stormwater pipes, outfalls, and streambed elevations.
6. Consult with ODOT on the Highway 6 stormwater detention project as necessary.
7. Review design flowrates for new facilities necessary to adequately serve the stormwater needs of this area, based upon buildout in the complete watersheds.
8. Develop a capital improvement plan (CIP) for stormwater improvements. This CIP will include elements in the original stormwater master plan which have not yet been constructed plus recommended new facilities in the expanded areas, so that a comprehensive plan results.

The deliverables for the above work will include the following:

Phase 1

1. Cross-connection removal program report.
2. Prioritization area maps

Phase 2

1. Stormwater Master Plan update sections

2. Mapping as required to illustrate required improvements
3. Survey results showing key elevations
4. Flowrate tables for recommended storm sewer improvements
5. Capital Improvement Plan with accompanying maps

The schedule for the above work would be as required to meet the DEQ mandate of August 31, 2011 for the Phase 1 work, and December 31, 2011 for the Phase 2 work (with CIP elements included in the Phase 2 work delivered by October 31, 2011).

The project team we propose will include the following personnel –see resumes attached. Our team includes local, Tillamook-based engineering and survey firms plus our NW Engineer personnel:

Greg Thiel, P.E. and principal with NW Engineers. Greg would be the main point of contact between the City and NW Engineers. He would lead the project team and would be the main author of all reports.

Clint Davis, P.E. Clint would apply his knowledge of the existing conditions concerning the storm sewer system and the cross connection problems gained in the preparation of the Stormwater Master Plan. Clint would be the technical reviewer of all work products prepared in this project. He would be available for meetings with the City and DEQ as necessary.

Robert Thayne, P.E. Bob would provide his expertise on stormwater modeling to assist in the preparation of the Stormwater Master Plan update, and in particular to address the effects of new discharges to the ODOT detention system being developed for the Highway 6 corridor.

Rich Gitschlag, P.E. North Coast Engineering Services. Rich would assist in any local liaison work necessary in reviewing “as-built” conditions and assisting with any dye testing work and smoke testing work which is required.

Chris Baker, LAIT. Chris would prepare all mapping and exhibits required in the Stormwater Master Plan update and for the cross connection elimination program, using both his GIS and CAD skills.

Terry Jones, RPLS, Bayside Surveying. Terry would provide all surveying as required in the Phase 2 work.

Budget.

Hourly rates proposed for our team would be as follows:

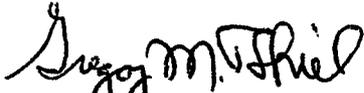
Greg Thiel	\$135
Clint Davis	\$ 110
Robert Thayne	\$ 100
Rich Gitschlag	\$100 (engineering tasks)
Rich Gitschlag	\$ 70 (field investigation tasks)
Chris Baker	\$85
Terry Jones	\$90

The Budgets for the Phase 1 and Phase 2 work are shown on the enclosed spreadsheet.

Printing required for the project would be at cost, and mileage would be at \$0.585/mile. Travel time from Hillsboro would not be charged.

We are available to begin work on this project as soon as authorized. Please contact me if I can provide additional information. Thank you.

Sincerely,
NW Engineers

A handwritten signature in black ink that reads "Gregory M. Thiel". The signature is written in a cursive style with a large initial 'G'.

Gregory M. Thiel, P.E.
Principal

Cc: Arley Sullivan

Encl.



City of Tillamook
 Stormwater Master Plan Update
 Fee Estimate
 16-Jun-11

Task	Hrly Rate	PM	Tech Adv.	Tech Adv.	Graphics	Liaison	Field	Expense	
		Greg	Clint	Bob	Chris	Rich	Rich		
		135	100	95	90	100	70		
Phase 1 Work									
Administration		8							150
Data Review		32	16			16			75
Develop Cross-Connection Program		24	8			8			75
Assist with DEQ Approvals		8	4						
Provide Onsite Design Assistance (allowance)		8	4			4	24		75
QA/QC		4							
Subtotal, Phase 1 Hours		84	32	0	0	28	24		
Subtotal, Phase 1 Fee		11340	3200	0	0	2800	1680	375	19395
Phase 2 Work									
Administration		16							150
Review Existing Facilities		12	8			24			75
Layout Required New Facilities		12	20		8	10			
Maintenance Needs of Existing Facilities		8		4					75
Survey (allowance)									2500
Consult with ODOT		4		16					
Determine Design Flowrates		10	10		8				
Develop CIP		16	10		8				
Prepare Master Plan Update Report		24	8						
QA/QC		6	4						
Subtotal, Phase 2 Hours		108	60	16	24	34			
Subtotal, Phase 2 Fee		14580	6000	1520	2160	3400		2800	30460

Greg Thiel, PE

Principal/Project Manager



Years of Experience - 40

Education

- MBA, University of Kansas
- MS, Environmental Health Engineering, University of Kansas
- BS, Civil Engineering, Iowa State University

Professional History

- NW Engineers, Principal/Project Manager, May 2007-Present
- LDC Design Group/Parati, Senior Project Manager/Public Works Division Manager, 2000-2007
- Bookman-Edmonston Engineering, Senior Project Manager, 1998-2000
- RJN Group, Inc., 1994-1998
- CH2M HILL, 1989-1994
- City of Kansas City, Missouri, 1986-1989
- Wilson & Company, 1977-1986
- Black & Veatch Consulting Engineers, 1970-1977

Registrations

- Oregon - 59688
- Washington - 38605
- Missouri - 18174
- Texas - 79561

Professional Affiliations

- American Society of Civil Engineers
- National Society of Professional Engineers
- Water Environment Federation

Greg brings 40 years of civil experience focused on a wide variety of municipal infrastructure projects. He has prepared facilities plans, conducted rate studies, administered large construction contracts involving water and wastewater treatment plants and pumping stations, and designed water mains, streets, sidewalks, interceptor and collector sewers, storm sewers, and wastewater pumping stations. Greg has been responsible for many pipeline and manhole rehabilitation projects. He is very experienced in the design of projects that require trenchless construction methods. Greg manages wastewater and sewer projects, utility rate studies, storm drainage projects, water distribution projects, and sanitary sewer lift station projects. He also provides quality control review for civil engineering projects.

Representative Experience

Storm Drainage Master Plan (2001) - Carlton, Oregon

Project manager preparing a storm drainage master plan for the City of Carlton. The City had never had such a plan and, as a result, many encroachments had occurred on drainage channels. A storm drain master plan was developed to address stream setbacks required by the Endangered Species Act and impacted by increased development in open areas. Scope included preparation of the required maps, establishment of a city piping network, description of existing facilities and definition of new facilities recommended for treatment of storm water discharge. Greg was the project manager and had all task, budget and schedule control.

Sanitary Sewer Master Plan (1998) - West Linn, Oregon

As project manager, supervised the project team and co-consultants reviewing the adequacy of the existing collection system and pumping stations to handle peak projected flow rates in the year 2017. Tasks included reviewing O&M procedures and recommending necessary improvements, modeling the existing collection system using Storm Water Management Model (SWMM), preparing capital improvement and maintenance plans, developing and analyzing alternatives for upgrading the sanitary sewer system. In addition, supervised the preparation of all data collection, technical memoranda, and the final report. Also developed the public participation program and assisted in presentations

3rd Street Road and Drainage Improvements (2010-current) - Tillamook County, Oregon

Greg is the project manager on this 1 mile long section of roadway design. Road design included new curb and gutter, bike lanes, sidewalks and storm sewer improvements for this upgrade of a county road to collector road status. Road grade revisions were necessary to ensure proper drainage for the new storm drainage system, with resultant detail designs for driveway approaches. Water quality and detention facilities were included in the project design.

Greg Thiel, PE

Principal/Project Manager

Alderbrook CSO Partial Separation Project (2005) - Astoria, Oregon

As project manager, directed the project team in the surveying and design of 3,800 LF of storm and sanitary sewers and over 20 street inlet replacements/connections. Designed tunnel bore under highway in steep slope areas. Coordinated ODOT permitting for project. Provided construction phase advice to City project team. Prepared "As-Built" drawing set.

Phase 2 CSO Separation Project (Alameda/Bond-Hume) (2006) - Astoria, Oregon

As project manager, directed the project team in the surveying and design of over 4,000 LF of storm and sanitary sewers, 18 street inlet replacements/connections, ODOT highway crossing with signal loop replacements, over 700 LF of complete street reconstruction with new street grades, and a new outfall to the Columbia River with tide gate. Prepared Special Conditions for the project specifications. Provided construction phase advice to City project team. Prepared "As-Built" drawing set.

22nd/35th Street CSO Separation Project (2007) - Astoria, Oregon

As project manager, directed the project team in the surveying and design of 4,500 LF of storm sewers and 15 street inlet replacements/connections. Designed steep slope special pipeline designs for areas having high land movement potential. Designed sanitary sewer to supplement the combined sewer in areas to maximize cost effectiveness of the design. Prepared Special Conditions for project specifications. Prepared "As-Built" drawing set.

Montebello Storm and Sanitary Sewer Replacement (2008-current) - Wilsonville, OR

The Montebello sanitary and storm sewer replacement project included the replacement of approximately 700 feet of 12-inch diameter storm sewer and 2,550 feet of 8-inch diameter sanitary sewers. The project included replacing all of the sanitary sewer laterals to the property line and installing new cleanouts. The storm sewer work included connecting to existing inlets which were recently replaced and the construction of one new inlet. Approximately 100 feet of storm sewer was replaced using pipe bursting. A new storm sewer outlet basin and grading was also included in the project. The project also included approximately a half mile overlay on SW Montebello Drive and surrounding local streets.

Courtside HS3 Sanitary Sewer Replacement (2008) - Wilsonville, OR

The Courtside HS3 Sanitary Sewer Replacement project included replacing a sewer line that over time had developed a sag under the creek. The project included replacing the sewer pipe, providing improved sewer bedding under the pipe, and placing the new pipe in a protective steel sleeve under the creek. During the construction period, the creek was diverted around the construction area in a temporary pipe. After the sewer pipe was installed, a new creek channel was constructed and erosion control matting was installed on the creek banks and on steep slopes leading to the downstream manhole. Greg oversaw all design and construction administration aspects of this project.

Sixth Street CSO Separation Project (2007) - Astoria, Oregon

As project manager, directed the project team in the surveying and design of 6,000 LF of storm sewers and over 30 street inlet replacements/connections. Designed the new Sixth Street outfall to the Columbia River. Designed over 750 LF of cured in place pipe rehabilitation for outfall sewer and storm pipe and repair of void areas under Highway 30 (Marine Drive). Prepared "As-Built" drawings.

Sanitary Sewer Replacement (2003) - Sweet Home, Oregon

Project manager on the preparation of base drawings for project which included 4,180 feet of open cut replacements, 2,640 feet of cured-in-place liner installations, and 200 building lateral replacements using both open cut and pipe bursting. Also performed all construction management services, including supervising construction observer, change order review and preparation, pay estimate approvals, and preparing funding agency submittals.

Greg Thiel, PE

Principal/Project Manager

Killarney Sewer Extension and Water Main Replacement (2007-2009) - City of Tualatin, Oregon

Project manager on this project that included the design of new sanitary sewers to serve this area of town which was served by septic tanks. Project included the design of approximately 2,300 LF of new sanitary sewers, 220 LF of new storm sewer, and included 300 LF of replacement storm sewer utilizing pipe bursting. All septic tanks were located and new lateral sewers designed to connect to the new public sewer. Approximately 2,350 LF of replacement water main were also designed for this project.

Sanitary Sewer Replacement Project (2004) - Sweet Home, Oregon

Project manager on the preparation of base drawings for project which included 10,380 feet of cured-in-place liner installations, 3,245 feet of open cut sewer replacements, and 80 building lateral replacements to the property line. Also performed all construction management services, including supervising construction observer, change order review and preparation, pay estimate approvals, and preparing funding agency submittals.

Lombard Avenue Sanitary Sewer Rehabilitation (1999) - Beaverton, Oregon

Project manager for design of approximately 6,000 LF of rehabilitated (pipe bursting) and replacement sewers. Prepared plans and specifications (with pipe bursting and cured-in-place options), provided bidding and construction observation.

21st Avenue and Cedar Street Sewer Rehabilitation Project (1999) - Forest Grove, Oregon

As project manager, supervised the design of approximately 2,200 LF of rehabilitated and replacement sewers. Prepared plans and specifications. Assisted the client with construction phase services, including review of shop drawings. Supervised the construction observer.

RJN Group, Inc. (1994-1998) - Dallas, Texas

As a project manager and client liaison with RJN Group, designed sanitary sewer rehabilitation and wastewater pumping station projects. Directed engineers and technicians in the preparation of project drawings and specifications.

Clint Davis, P.E., D.WRE

Lake Oswego, Oregon

(503) 449-8648

- Professional Affiliations: Diplomat, American Academy of Water Resources Engineers
American Society of Civil Engineers
- Registered Civil Engineer in Oregon and California
- Education: B.S. Civil Engineering, University of Colorado (1970)
Masters program in Forest Hydrology, Oregon State University (1992-1994)

Clint Davis has 35 years of experience incorporating the planning, analysis, and design of water resources and land development projects, and of public works facilities. He has special interests in projects involving significant urban/environmental interface aspects such as storm drainage master planning, design compatibility with adjacent biological and wetland resources, streambank stabilization, and upstream/downstream impacts. Clint has considerable experience in modeling and evaluation of storm runoff, ranging in scale from localized facility design through evaluation of larger watershed systems on the order of several square miles in size. He is recognized for his expertise on stormwater management functions, including hydrology and hydraulics, water quality treatment, stormwater detention, and identification and mitigation of potential flooding hazards.

Representative Experience**SW 209th Street Improvements - Washington County, Oregon (2001-2004)**

Project manager for a \$1 million widening and improvement of a 3/4-mile segment of an important arterial roadway in Aloha, Oregon. The work included a major rehabilitation and realignment of the existing roadway, and a drainage hazard area analysis and major culvert improvements to eliminate flooding and provide for fish passage. Also included plant biological enhancements within adjacent, disturbed wetlands.

Storm Drainage Master Plan - Tillamook, Oregon (2003-2004)

Project manager and project engineer for comprehensive master planning project. Evaluated the complete 580-square-mile watershed and adjacent tidal estuary for major flooding. Assessed the City's drainage infrastructure, water quality aspects of the watershed and City jurisdictional areas. Included substantial water quality sampling and monitoring, to ascertain the City's urban impacts on the polluted Tillamook Bay Estuary.

Comprehensive Flood Plain Mitigation Study - Arbuckle, California (2004-2005)

Project manager and project engineer for an in-depth study, to mitigate the impacts of multiple proposed developments on an extensive FEMA-mapped flood plain region. Directed HEC-RAS modeling of flood plain hydraulic characteristics, before and after implementation of proposed developments in this fast-growing Sacramento suburb. Included consideration of environmental protection criteria within the main creek bed channel.

Hydraulic Feasibility Study, Dam Repair and Replacement - Joseph, Oregon (2005-2006)

Project engineer on this project to model and evaluate hydraulic characteristics of numerous dam configuration alternatives. Direct and analyze surface hydrologic and hydraulic modeling work, using the NRCS TR-55 methodology within software developed by HydroCAD. Includes downstream flooding hazard analysis for each dam configuration alternative.

Mining Site Flood Plain Hydraulics Study – Aumsville, Oregon (2006)

Project engineer for an evaluation of a proposed sand and gravel mine site on flood plain characteristics along the North Santiam River. Work included analysis of local hydraulic conditions to ensure no impacts to surrounding properties. Improvements were also designed, to ensure that the mine site will not cause a braided river channel to change its course during flooding events.

Northeast Fairview Storm Drainage Master Plan - Fairview, Oregon (2000-2001)

Project manager for comprehensive master-planning project. Included complete watershed evaluations using the XP-SWMM model, recommended capital improvements and development guidelines, and regional, multi-jurisdictional planning for flood plain and natural resources infrastructure.

LaLonde Creek Flood Hazard Analysis and Mitigation Design - Clark County, Washington (2001-2002)

Project manager and project engineer for channel conveyance improvements to reduce existing residential flooding hazards. Work included design of stormwater diversion, biofiltration, detention and conveyance facilities to partially mitigate the hazards. Worked closely with the environmental consultant to effect compliance with environmental permitting requirements. Project was also coordinated with a large Clark County roadway realignment and reconstruction project, within the same right-of-way areas.

Cedar Creek Bridge Culvert and Oregon Trail P.U.D. - Sherwood, Oregon (1995-1997)

Project manager and project engineer for major bridge culvert extension, public storm drainage conveyance networks, and water quality treatment facilities adjacent to large floodplain.

Sylvan Creek Stream Reach Restoration - Portland, Oregon (1999)

Project manager and project engineer for hydraulic analysis, erosion mitigation, riparian habitat enhancement, permitting strategy, and stream reach stabilization and renovation program for locally degraded stream channel reach.

McMenamins Floodplain Evaluation, Edgefield - Troutdale, Oregon (1999)

Project engineer for preliminary evaluation of floodplain extent within complex drainage watershed constraints. Evaluated proposed development plans, drainage facilities and conditions north of SW Halsey Street and outletting under West Historic Columbia River Highway.

Langer Park - Sherwood, Oregon (1996)

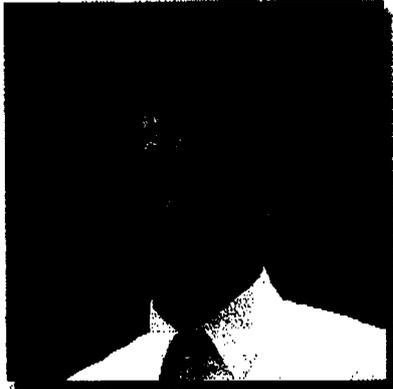
Project Manager and Project Engineer for master-planned Sherwood Village community, including the cornerstone Langer Park. Work included specification and design of park amenities, in concert with the landscape architect. Work also included complete site infrastructure, including integrated storm water management facilities (water quality and detention) that benefited the entire development.

LSI Logic - Gresham, Oregon (1995-1996)

Project engineer for utility master planning, major storm drainage conveyance design, integrated stormwater detention facilities, and modeling of the municipal water supply system for the new 320-acre industrial campus.

Bob Thayne, PE

Principal / Project Manager



Years of Experience - 10

Education

- MS, Mechanical and Aerospace Engineering, University of California, Irvine
- BS, Engineering, Walla Walla College, College Place, Washington

Professional History

- NW Engineers, Principal / Project Manager, 2007-Present
- LDC Design Group/Parati, Project Manager, 2005-2007
- Associated Engineers, Project Engineer, 2002-2005
- University of California, Graduate Student Researcher, 1999-2001
- Albert A. Webb Associates, Associate Engineer, 1998-1999
- Washington State Department of Transportation, Transportation Engineer, 1996-1998

Registrations

- Oregon - PE 78756
- Washington - PE 43094
- California - PE 68053

Professional Affiliations

- American Water Resources Association
- American Public Works Association

Bob has more than 10 years of civil engineering experience including extensive analysis and design work in the management of storm water runoff. Bob has generated numerous hydrologic and hydraulic models and performed key design roles for storm drainage projects ranging from drainage trunk lines for municipalities to comprehensive collection and treatment facilities for residential, commercial, and institutional developments. His experience also includes low-impact development design, storm water master planning, flood studies, and regional flood control design. Besides working with storm water, Bob's background also includes sewer collection systems, water distribution modeling, irrigation control structures, and various highway design projects.

Representative Experience

191st Avenue and 79th Street Drainage Study (2007) - City of Bonney Lake, Washington

This study analyzed possible improvement solutions of known storm water issues in the vicinity of the intersection of 191st Avenue East and 79th Street East in the City of Bonney Lake. At this location, prior development had redirected a natural channel at ninety degree turns through a series of under-sized pipes and ditches. This study used historical rainfall data and custom algorithms to calibrate a previously created wide-area hydrology study. It then evaluated multiple construction options for alleviating potential local flooding, including culvert upgrades, storm system realignments, and retrofitted storm water detention. Bob was responsible for all hydrologic and hydraulic modeling on this project.

Killarney Sewer Extension (2007) - City of Tualatin, Oregon

The City of Tualatin is expanding its sanitary sewer service to neighborhoods previously served only by septic systems. For this sanitary sewer extension for a Killarney Road neighborhood, 415 feet of storm drainage pipe had to be rerouted and upsized. Bob performed hydrologic and hydraulic calculations necessary for verifying the capacity of the new storm drainage system.

Bonney Lake Storm Water Study (2006) - City of Bonney Lake, Washington

The City of Bonney Lake was experiencing roadway and residential flooding along the drainage paths from two water bodies in the City: Lake Bonney and Lake Debra Jane. These two drainage paths, each nearly a mile long, pass through multiple roadway culverts and along multiple private residences with various channel constrictions. The City asked for survey and wetlands data to support hydrologic and hydraulic modeling of the 100-year flood event in order to make maintenance and improvement recommendations for the crossings and the channels. Bob acted as Project Manager for the stream modeling and for a lake water quality study, while providing key oversight for the hydrologic modeling and performing the backwater HEC-RAS modeling for the flood study.

Bob Thayne, PE

Project Manager

Chino Institute for Men Facilities Master Plan (2003) - State of California, Chino, California

Bob helped develop a comprehensive water, sewer, and storm drain facilities Master Plan for 350 acres of development to be constructed on surplus State property in the City of Chino. Bob developed hydrologic studies and storm drainage options as part of this study. The storm drainage options included three flow-through detention facilities, 6,000 feet of trapezoidal channel improvements, and over 4 composite miles of concrete pipe storm drain. Bob employed AES hydrology and storm routing software and various culvert and channel sizing utilities.

Riverside Seventh-day Adventist Church & School (2007-2009) - Washougal, Washington

This project included the phased campus master plan, planning application and preliminary engineering. The master planning included an additional 15,000 sf multi-purpose double storey building, extensions to the existing sanctuary and school, a baseball field, and an additional 100 parking bays. NW Engineers also provided planning and engineering for new modular buildings and drainage changes. Bob provided design oversight and management for storm water features and grading.

Pepsi Plant Sewer System Mapping (2009) - Seattle, Washington

Bob Thayne is managing this on-going project that provides campus-wide drain system mapping for the bottling facility that was constructed over an old neighborhood and has undergone numerous expansions and utility modifications in prior years.

Called to Conquer Church (2008-current) - Hillsboro, Oregon

Designed storm water and parking lot improvements for an existing building with a church use. This project included a conditional use permit to allow the church to operate in the existing building in an industrial zone and a design review application. Bob was in charge of grading and utility design.

Courtside HS3 Sanitary Sewer Replacement (2008) - Wilsonville, Oregon

The Courtside HS3 Sanitary Sewer Replacement project included replacing a sewer line that over time had developed a sag under the creek. The project included replacing the sewer pipe, providing improved sewer bedding under the pipe, and placing the new pipe in a protective steel sleeve under the creek. During the construction period, the creek was diverted around the construction area in a temporary pipe. After the sewer pipe was installed, a new creek channel was constructed and erosion control matting was installed on the creek banks and on steep slopes leading to the downstream manhole. Bob provided QA/QC services and sediment control consulting on this project.

Orchard View Subdivision (2007) - Washougal, Washington

For this 32-lot planned unit development, NWE provided design services for a sanitary pump station, engineering report services for the Storm Water Management Plan, and modeling support services for a new bridge over an unnamed stream. Bob provided hydrologic modeling for the stream watershed and HEC-RAS hydraulic grade line modeling for the bridge scour analysis.

Clifton Road Preliminary Design (2008-present) - Clatsop County, Oregon

In support of a proposed LNG Conversion Facility, this project includes the conceptual design of 2.5 miles of upgraded county roadway and an expanded intersection with a state highway. Bob worked on the highway improvement concepts, generated innovative paving concepts, and produced a comprehensive stormwater management plan.

Pepsi Plant Drain System Mapping (2008) - Mt. Angel, Oregon

Bob Thayne provided coordination and engineering design oversight for this two-part campus-wide drain system mapping project. Bob oversaw design for a catch basin and lateral integrated with a railroad spur as well as mapping of the plant's storm, sanitary, and process water drains and treatment systems.

Apple Valley Airport Floodplain Alteration (2007-2008) - Washington County, Oregon

Bob Thayne, PE

Project Manager

This project included site grading, floodplain modeling, and stream restoration for a proposed hangar addition to the existing private Apple Valley Airport. Bob acted as engineering manager for the project. He directed the grading design, performed the floodplain modeling, and reviewed plans for the on-site stream enhancement and mitigation planting.

Cedar Creek Hydraulic Analysis (2007) - City of Astoria, Oregon

NW Engineers prepared a study of methods to allow sediment to be removed from behind three water supply dams located on Bear Creek and Cedar Creek. The project also included the conceptual design of a fish-friendly culvert on Cedar Creek. Bob performed a hydrologic analysis of the Cedar Creek watershed, reviewed dam modification concepts for feasibility, and performed conceptual design and hydraulic calculations for the fish-friendly culvert.

Wasco Development (2006) - North Plains, Oregon

This large residential subdivision required a detailed analysis of the 100-year flood elevation along the adjacent creek. The creek drained 1,500 acres and was impeded by a complicated culvert system that passed under a 15-foot-high railroad embankment. Bob was able to create a routing model using HydroCAD software to dynamically model the water level behind the railroad embankment while taking into account the variable tailwater conditions and the effects of multiple inlets to the culvert crossing.

Sunset Avenue Grade Separation (2005) - City of Industry, California

The Sunset Avenue Grade Separation Project called for a mile of elevated track on earthen fill between MSE walls in downtown Industry. This project called for roadway closures, intersection re-design, and numerous utility relocations. The orientation of the raised track was perpendicular to the local drainage direction. Bob was responsible for performing hydraulic design of surface and subsurface drainage collection, conveyance, and storage systems, coordinating variable watershed management criteria with local agencies, and generating the hydrology and hydraulic report with the aid of Los Angeles County's Tc, MORA, and WSPG software packages. Bob also oversaw utility relocation design.

Kellogg Drive Commercial Park, California State Polytechnic University, Pomona (2004) - Pomona, California

Cal Poly Pomona was expanding adjacent offsite facilities for commercial uses including a Red Cross Center. While working at Associated Engineers, Bob designed the storm drain collection and conveyance systems and oversaw hydrology and detention modeling for the expanded roadway network.

Chaffey College Campus Master Plan (2005) - Rancho Cucamonga, California

As part of a 20-year plan, the main campus of Chaffey College is undergoing building, roadway, parking, and utility backbone upgrades. Bob assisted these efforts by coordinating utility backbone exhibits and joint trenching concepts, by performing hydrology modeling, by creating pressure flow models for irrigation and fire water systems, and by creating a storm water management plan for upgrading collection, conveyance, and storage systems.

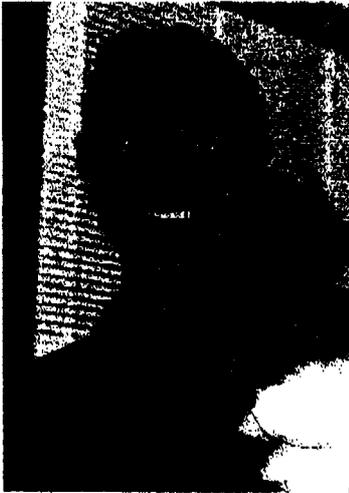
US 101 Sequim Bypass (1997) - Sequim, Washington

Bob performed extensive hydrology and hydraulic studies during the design of a 4-mile section of new freeway. Bob was responsible for the design of HDPE inverted siphons, concrete clean-out systems, and concrete diversion structures for numerous impacted irrigation canals. Bob aided the necessary wetland mitigation effort with site investigations, field surveys, flood plain analysis, and stream modeling. Software tools he employed on this project were Waterworks, Federal Highway Administration HY8, and U.S. Army Corps of Engineers HEC-RAS. Bob also designed culvert crossings, retention/detention facilities, and water quality swales on this project.

|

Christopher Baker, LAIT

Landscape Specialist/AutoCAD Designer



Years of Experience - 12

Education

- BLA, Landscape Architecture, State University of New York, College of Environmental Science and Forestry, Syracuse
- AS, Natural Resources and Conservation, State University of New York, Morrisville

Professional History

- NW Engineers, Landscape Specialist / AutoCAD Designer / GIS Specialist, May 2007-Present
- LDC Design Group/Parati, Landscape Specialist / AutoCAD Designer / GIS Specialist, 1996-2007
- Enviro-Scape Land Management, AutoCAD Technician, 2005-2006

Registrations

- Landscape Architect in Training, Oregon, TO001

Chris Baker has 12 years of experience in planning, landscape architecture, AutoCAD, and Geographic Information Systems (GIS). His expertise includes the preparation of preliminary development plans, presentation exhibits, landscape design drawings, and wetland mitigation plans.

Representative Experience

Outdoor Advertising Signage Master Plan for RTA (2008 - 2009) - Dubai, UAE

NW Engineers (Second Harvest) is participating in an Outdoor Advertising Signage Master Plan for the Roads & Transport Authority (RTA) in Dubai, United Arab Emirates. The project involves locating and recording data on existing advertising signage that is present on RTA-owned land using Trimble handheld GPS devices and digital photography. The collected data will eventually be analyzed using GIS software to determine where signage conflicts exist and where opportunities are present for additional advertising. Chris has requested GIS data from various governmental agencies, set up GIS data structure on a centralized server, examined existing GIS data for accuracy and attribute information, set-up Ricoh digital cameras to function via Bluetooth with Trimble GPS devices, generated maps for field crews to aid in data collection, imported GIS background information into Trimble handheld units to assist crews in the field, and produced GIS exhibits for areas that have potential future signage opportunities.

Municipal Water System (2008) - City of Carlton, Oregon

Chris Baker mapped existing waterlines, valves and hydrants from hard copy maps and field drawings. Added attribute information to each feature such as, pipe size, pipe condition, pipe material, etc.

Apple Valley Airport Floodplain Alteration (2007-2008) - Washington County, Oregon

This project included site grading, floodplain modeling, and stream restoration for a proposed hangar addition to the existing private Apple Valley Airport. Chris prepared GIS exhibits related to the on-site stream enhancement. He also assisted with the water quality and mitigation planting layouts at the stream.

Tualatin Hills Park and Recreation District Annexations (2007) - Washington County, Oregon

Prepared annexation exhibits utilizing GIS.

Bonney Lake Storm Water Study (2006) - City of Bonney Lake, Washington

Prepared watershed and stream mapping exhibits for this municipal stormwater study. The project included hydrology and hydraulics and floodplain analysis of two small streams in the City of Bonney Lake.

Metro Natural Areas Parks and Stream Program, Refinement Planning Services for East Bluffs, Clackamas River Bluffs and Deep Creek Target Areas (2006) - Clackamas and Multnomah County, Oregon

Created maps using GIS showing slopes, significant natural resource and wildlife habitat areas, existing infrastructure and parks/open space, proposed transportation corridors and existing development patterns.

Christopher Baker, LAIT

Landscape Specialist/AutoCAD Designer

Transportation Study (2005) - Sheridan, Oregon

Completed existing conditions mapping using ArcGIS that highlighted zoning, permitted and nonpermitted access points, and wetlands.

Transportation Study (2005) - Sisters, Oregon

Prepared an inventory analysis and transportation alternative exhibits utilizing ArcGIS. Coordinated work with consultants and the City of Sisters' planning staff. Provided GIS data and metadata upon completion of project.

Parks Master Plan (2004) - Willamina, Oregon

Mapped existing parks and future improvements using GIS.

Coffee Rush (2004) - Hillsboro and Beaverton, Oregon

Prepared design review drawings for development. Created landscape design drawings.

Arbor Rose (2004) - Hillsboro, Oregon

Produced design review drawings for development. Prepared landscape design drawings for clubhouse and open space areas. Coordinated landscape design with client and landscape contractor.

Streetscape Improvement (2004) - Willamina, Oregon

Provided City with a GIS exhibit illustrating the location of future improvements, such as hanging baskets, street trees, waste receptacles, benches etc.

Taco Bell/Long John Silver's (2003) - Hillsboro, Oregon

Produced landscape design drawings.

Arbor Gardens (2002) - Washington County, Oregon

544-lot planned unit development. Responsibilities included the preparation of design review drawings and landscape design drawings.

Arbor Village (1998) - Banks, Oregon

Created the design for landscape planting and laid out the playground for a planned unit development (PUD) that includes 252 lots for single family homes and 68 apartment units. Arbor Village is a multi-phase development of single-family, multifamily owner- and renter-occupied development on approximately 90 acres of land.

Miscellaneous Wetland Projects - Oregon and Washington

Utilized a hand-held G.P.S. (Global Positioning System) receiver for data collection and imported into ArcGIS. Mapped wetland features and added attribute data.

BAYSIDE SURVEYING

11765 HWY 101 South
Tillamook, Oregon 97141

Terry L. Jones
503-842-5551
Fax 503-842-5552

RESUME

2011

I graduated from OIT in 1979 with a Bachelor of Science in Civil Engineering with a survey background.

I received my registration as a Professional Land Surveyor on the 25th of July, 1991 in Oregon. I also received my registration as a Water Right Examiner on May 11, 1994.

I started Bayside Surveying in February, 1993. We have two full time employees, myself and my office manager.

I have extensive work history in Tillamook County. We do Subdivisions, Partitions, Boundary surveys, Timber surveys, Lot surveys, Design topographic maps, flood elevation certificates and construction staking.

Bayside Surveying did the design topographic for the East Third Street re-design project for the City of Tillamook, North Third Street overlay project and the North Palisades Street LID for the City of Rockaway.

Bayside Surveying did the design topographic for the pipe crossing for the new bridge on highway 101 over Jetty Creek, design topographic for two bottomless culverts in the State forest (Tillamook Burn) and two water reservoirs within the last 5 years.

Bayside Surveying did the construction staking for the Smith Homestead Day Use park on Highway 6 and the Footbridge parking lot on Hwy. 6. The client for both projects was Oregon Dept. of Forestry.

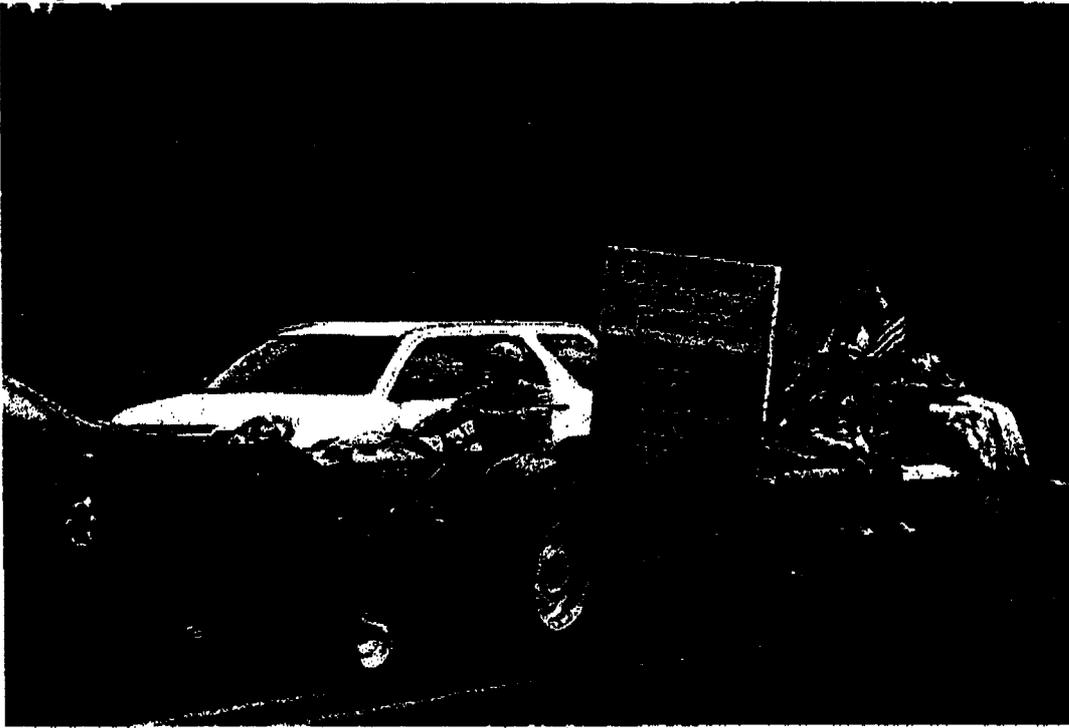
Bayside Surveying did the design topo for the new stairs at the pier for the old Coast Guard Station for the Oregon Department of Fish and Wildlife.

Bayside Surveying did the design topo for a re-design of the Water intake for the Neskowin Water District.

In 2009 Bayside Surveying did the Boundary surveying and a site map and topo of the existing water intake on Fawcett Creek for the City of Tillamook for re-design of the intake structure.

In 2010 Bayside Surveying did the design survey for the Re-design of Third Street in the City of Tillamook.

Terry L. Jones, PLS 2507 - Owner



RESOLUTION NO. _____

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

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

WHEREAS, the City of Tillamook conducted public hearings before the Budget Committee May 11th, 2011 and City Council on June 20th, 2011 anticipating receipt of such funds; and

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

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

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

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

Section 1:

Pursuant to ORS 221.770, the City hereby elects to receive State Revenue-Sharing Funds for Fiscal Year 2011-2012.

Section 2:

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

APPROVED by the Tillamook City Council this 20th day of June, 2011

Mayor

ATTEST:

City Recorder

I *certify that a public hearing before the Budget Committee was held on May 11th, 2011 and a public hearing before the City Council was held on June 20th, 2011, giving citizens an opportunity to comment on use of State Revenue Sharing.

City Recorder

RESOLUTION NO. ____

A RESOLUTION ADOPTING THE CITY OF TILLAMOOK BUDGET FOR FISCAL YEAR 2011-2012, MAKING APPROPRIATIONS, LEVYING TAXES AND CATEGORIZING THE TAXES

Section 1:

BE IT RESOLVED that the Tillamook City Council hereby **adopts** the budget approved by the Tillamook City Budget Committee on Wednesday, May 11, 2011, now on file in the office of the City Recorder.

Section 2:

BE IT RESOLVED that the expenditures for the fiscal year beginning July 1, 2011 as detailed below, are hereby **appropriated** as follows:

GENERAL FUND

Mayor and Council	\$ 57,600
Administration	436,908
Municipal Court	60,980
Planning	92,500
Police	1,053,379
City Hall	150,820
Unap. End Fund Bal.	<u>48,672</u>
TOTAL	\$1,900,859

SEWAGE DISPOSAL FUND

Personal Services	\$ 385,262
Materials and Services	1,109,794
Capital Outlay	143,500
Debt Service	2,004,212
Unap. End Fund Bal.	<u>72,641</u>
TOTAL	\$3,715,409

STREETS, STORM DRAINAGE, AND PARKS FUND

Personal Services	\$247,171
Materials and Services	186,438
Capital Outlay	148,532
Debt Service	24,870
Unap. End Fund Bal.	<u>17,186</u>
TOTAL	\$624,197

TRANSIENT HOTEL/MOTEL FUND

Personal Services	\$ 55,032
Materials and Services	122,118
Transfers	<u>172,900</u>
TOTAL	\$350,050

9-1-1

Materials and Services	<u>\$ 23,500</u>
TOTAL	\$ 23,500

COMMUNITY DEV. BLOCK GRANT

Materials and Services	<u>\$600,000</u>
TOTAL	\$600,000

WATER

Personal Services	\$ 431,658
Materials and Services	599,883
Capital Outlay	920,000
Debt Service	376,479
Unap. End Fund Bal.	<u>106,112</u>
TOTAL	\$2,434,132

TOTAL APPROPRIATIONS, ALL FUNDS	\$9,403,536
TOTAL UNAPPROPRIATED AMOUNTS, ALL FUNDS	<u>244,611</u>
TOTAL ADOPTED BUDGET	\$9,648,147

Section 3:

BE IT RESOLVED that the City Council of the City of Tillamook hereby levies the taxes provided for in the adopted budget at the rate of \$1.8021/\$1,000 of assessed value for operations; and that these taxes are hereby levied upon all taxable property within said district as of 1:00 a.m. on July 1, 2011. The following allocations and **category** subject to limits of Section 11b, article XI of the Oregon Constitution constitute the above aggregate levy:

Subject to the General
Government Limitation

Excluded from the Limitation

General Fund	\$1.8021/\$1,000	\$ -0-
Serial Levy Fund	-0-	-0-
Bonded Debt Fund	-0-	-0-
TOTAL LEVY	\$1.8021/\$1,000	

Section 4:

BE IT RESOLVED that the Tillamook City Recorder certify to the County Clerk and County Assessor, the tax rate made by this resolution and shall file with them a copy of the budget, as finally adopted.

ADOPTED AND APPROPRIATED by the Tillamook City Council at a duly publicized budget hearing held on June 20, 2011.

APPROVED by the Tillamook City Council this 20th day of June, 2011.

Mayor

ATTEST: _____
City Recorder

RESOLUTION NO. ____

CITY OF TILLAMOOK

A RESOLUTION REPEALING RESOLUTION 1558 OF THE TILLAMOOK WATER DEPARTMENT AND ESTABLISHING NEW WATER AND MONTHLY METER RATE CHARGE SCHEDULE FOR USERS OF THE CITY WATER SYSTEM INSIDE AND OUTSIDE THE CITY OF TILLAMOOK

WHEREAS, the City of Tillamook Water System has experienced rising costs to the operation and maintenance of the existing water system; and

WHEREAS, the United States Department of Agriculture, Rural Utilities Service, requires the City to increase its water rates to pay for monies borrowed by the City to undertake past and future capital improvements projects; and

WHEREAS, after reviewing the Water Rate Analysis Report, FY2006 to FY 2010, by F. Duane Lee, P.E., Consulting Engineer, which included a recommendation to increase water rates and monthly meter rate charges, the City believes it is in the best interest of the water patrons inside and outside the City of Tillamook to be charged based on the aforementioned guidance document, and

WHEREAS, on the 20th day of June, 2011, the City, after having a public hearing on the proposed rate and fee increases, determined that said rate and fee increases are necessary,

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

Section 1. That Resolution No. 1558 of the City of Tillamook Water Department be repealed.

Section 2. Starting July 1, 2011, (Step 1) overall water rates will reflect a 10 percent rate increase rounded to the nearest 25¢ and (Step 2) starting July 1, 2012, overall water rates will reflect a 10 percent rate increase rounded to the nearest 25¢. The attached rate and fee schedule for water users inside and outside the City, titled: Rate Schedule A with an increase of 10% rounded to the nearest 25¢ be approved and hereby incorporated by reference for Step 1. The attached rate and fee schedule for water users inside and outside the City, titled: Rate Schedule B with an increase of 10% rounded to the nearest 25¢ be approved and hereby incorporated by reference for Step 2.

Section 3. This resolution shall become effective on the 1st day of July 2011.

APPROVED by the Common Council this _____ day of _____, 2011

Approved: _____
Mayor, Suzanne Weber

ATTEST: _____
City Recorder

RESOLUTION NO. _____
RATE SCHEDULE A
WITH INCREASE OF 10% ROUNDED TO THE NEAREST 25¢
 Effective July 1, 2011

COMMODITY RATE INSIDE
 (per 1000 gallons used) \$3.50

COMMODITY RATE OUTSIDE
 (per 1000 gallons used) \$4.25

METER RATE PER MONTH:

METER RATE PER MONTH:

<u>SIZE</u>	<u>RATE</u>
5/8"	\$ 10.25
1"	\$ 12.75
1.5"	\$ 16.75
2"	\$ 21.25
3"	\$ 33.50
4"	\$ 47.50
6"	\$ 86.75
8"	\$ 133.50
10"	\$ 188.50

<u>SIZE</u>	<u>RATE</u>
5/8"	\$ 11.25
1"	\$ 14.25
1.5"	\$ 19.00
2"	\$ 24.50
3"	\$ 39.50
4"	\$ 56.75
6"	\$ 103.50
8"	\$ 159.75
10"	\$ 225.75

*Note: These are the basic service rates. Percent increase is the same for all services. Other rates are not shown here.

BACK FLOW DEVICE FEE - \$4.25 annually per device.

RESOLUTION NO. _____
RATE SCHEDULE B
WITH INCREASE OF 10% ROUNDED TO THE NEAREST 25¢
 Effective July 1, 2012

COMMODITY RATE **INSIDE**
 (per 1000 gallons used) \$3.75

COMMODITY RATE **OUTSIDE**
 (per 1000 gallons used) \$4.75

METER RATE PER MONTH:

METER RATE PER MONTH:

<u>SIZE</u>	<u>RATE</u>
5/8"	\$ 11.25
1"	\$ 14.00
1.5"	\$ 18.50
2"	\$ 23.50
3"	\$ 36.75
4"	\$ 52.25
6"	\$ 95.50
8"	\$ 146.75
10"	\$ 207.25

<u>SIZE</u>	<u>RATE</u>
5/8"	\$ 12.50
1"	\$ 15.75
1.5"	\$ 21.00
2"	\$ 27.00
3"	\$ 43.50
4"	\$ 62.50
6"	\$ 113.75
8"	\$ 175.75
10"	\$ 248.25

*Note: These are the basic service rates. Percent increase is the same for all services. Other rates are not shown here.

BACK FLOW DEVICE FEE - \$4.75 annually per device.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF TILLAMOOK, AUTHORIZING EXECUTION OF
AMENDMENT NO. 1 TO CLEAN WATER STATE REVOLVING LOAN FUND
AGREEMENT NUMBER R91568 TO AMEND THE INTEREST RATE**

WHEREAS, the City entered into a Clean Water State Revolving Loan Fund Agreement dated December 20, 2010 in the amount of \$1,500,000 from the Oregon Department of Environmental Quality, as authorized and directed in Resolution No. 1567; and

WHEREAS, it is necessary to further amend Loan Agreement No. R91568 to amend the interest rate to 3.32%;

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

Section 1: The City accepts the attached Amendment No. 1 amending the interest rate to 3.32% of Clean Water State Revolving Fund Loan Agreement No. R91568.

Section 2: This resolution is effective immediately upon adoption by the Tillamook City Council.

APPROVED by the Tillamook City Council this _____ day of _____, 2011.

Mayor

ATTEST:

City Recorder

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT NO. R91568
AMENDMENT NO. 1**

CITY OF TILLAMOOK

This Amendment No. 1 to Loan Agreement No. R91568 (as amended "Loan Agreement") is executed between the STATE OF OREGON ACTING BY AND THROUGH ITS DEPARTMENT OF ENVIRONMENTAL QUALITY ("DEQ") and the City of Tillamook (the "Borrower"), effective as of the Effective Date of Amendment indicated below. Capitalized terms used in this Amendment which are not defined herein shall have the meanings assigned to them in the Loan Agreement.

The purpose of this amendment is to correct the interest rate to the rate in effect when the loan was signed

Date of Original Agreement: May 17, 2011.
Effective Date of Amendment No. 1: May 17, 2011.

The parties agree as follows:

1. The first sentence of ARTICLE 1(G) is amended and restated as follows:

"(G) INTEREST RATE: Three and 32/100 percent (3.32%) per annum."

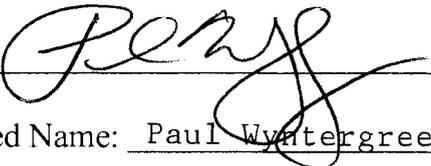
2. The second sentence of ARTICLE 5(C)(1) is amended and restated as follows:

"Until the Final Loan Amount is calculated, the Loan Reserve Requirement is \$17,083."

3. The attached "Appendix A: Repayment Schedule" replaces the current "Appendix A: Repayment Schedule".

Except as expressly amended above, the terms and conditions of the Loan Agreement shall remain in full force and effect.

BORROWER: CITY OF TILLAMOOK

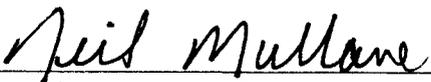
By: 

Date: 5/23/11

Typed Name: Paul Wintergreen

Title: City Manager, City of Tillamook

STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY

By: 
Neil Mullane, Water Quality Administrator

Date: 5/20/11

APPENDIX A: REPAYMENT SCHEDULE

Due Date	Pmt#	----- PAYMENT -----				Principal Balance
		Principal	Interest	Fees	Total	
						500,000
9/1/2011	1	0	136	0	136	500,000
3/1/2012	2	9,218	8,300	2,500	20,018	490,782
9/1/2012	3	9,371	8,147	0	17,518	481,411
3/1/2013	4	9,527	7,991	2,407	19,925	471,884
9/1/2013	5	9,685	7,833	0	17,518	462,199
3/1/2014	6	9,845	7,673	2,311	19,829	452,354
9/1/2014	7	10,009	7,509	0	17,518	442,345
3/1/2015	8	10,175	7,343	2,212	19,730	432,170
9/1/2015	9	10,344	7,174	0	17,518	421,826
3/1/2016	10	10,516	7,002	2,109	19,627	411,310
9/1/2016	11	10,690	6,828	0	17,518	400,620
3/1/2017	12	10,868	6,650	2,003	19,521	389,752
9/1/2017	13	11,048	6,470	0	17,518	378,704
3/1/2018	14	11,232	6,286	1,894	19,412	367,472
9/1/2018	15	11,418	6,100	0	17,518	356,054
3/1/2019	16	11,608	5,910	1,780	19,298	344,446
9/1/2019	17	11,800	5,718	0	17,518	332,646
3/1/2020	18	11,996	5,522	1,663	19,181	320,650
9/1/2020	19	12,195	5,323	0	17,518	308,455
3/1/2021	20	12,398	5,120	1,542	19,060	296,057
9/1/2021	21	12,603	4,915	0	17,518	283,454
3/1/2022	22	12,813	4,705	1,417	18,935	270,641
9/1/2022	23	13,025	4,493	0	17,518	257,616
3/1/2023	24	13,242	4,276	1,288	18,806	244,374
9/1/2023	25	13,461	4,057	0	17,518	230,913
3/1/2024	26	13,685	3,833	1,155	18,673	217,228
9/1/2024	27	13,912	3,606	0	17,518	203,316
3/1/2025	28	14,143	3,375	1,017	18,535	189,173
9/1/2025	29	14,378	3,140	0	17,518	174,795
3/1/2026	30	14,616	2,902	874	18,392	160,179
9/1/2026	31	14,859	2,659	0	17,518	145,320
3/1/2027	32	15,106	2,412	727	18,245	130,214
9/1/2027	33	15,356	2,162	0	17,518	114,858
3/1/2028	34	15,611	1,907	574	18,092	99,247
9/1/2028	35	15,870	1,648	0	17,518	83,377
3/1/2029	36	16,134	1,384	417	17,935	67,243
9/1/2029	37	16,402	1,116	0	17,518	50,841
3/1/2030	38	16,674	844	254	17,772	34,167
9/1/2030	39	16,951	567	0	17,518	17,216
3/1/2031	40	17,216	286	86	17,588	0
TOTALS		500,000	183,322	28,230	711,552	
REQUIRED LOAN RESERVE:		\$	17,083			

Bernadette M. Sorensen, CMC
City Recorder/Treasurer
City of Tillamook
E-mail: bsorensen@tillamookor.gov

210 Laurel Avenue
Tillamook, OR 97141
(503) 842-3450
Fax: (503) 842-3445

Date: June 10, 2011
To: City Council
From: Bernadette Sorensen, CMC, City Recorder
Re: May 2011 Report



Attached are copies of Revenue and Expenditure reports for May 2011.

This is what our accounts looked like at the end of May 2011. We had \$ 2,271,846 in our LGIP Account #4455 with an interest rate of 0.500% for both pool accounts. LGIP Account #3737 WWTP Construction Retainage had a balance of \$ 1,474. Bank of Astoria General Account had a balance of \$ 755,317 with an interest rate matching LGIP. Water Department SDC account had \$ 195,535; Bicycle/Pedways had a balance of \$ 8,979, Sewer SDC had a balance of \$ 85,413,376. The Sewer Debt Reserve account had \$274,828.

For the month of May 2011 the Visa terminal at the Water Department (432) had 53 transactions and took in \$ 6,746. Processing fee and equipment rental cost \$ 163. For the Municipal Court window (433) they had 34 transactions and took in \$ 2,316 at a cost of \$ 89.

Last month payment from Credits, Inc. was not received in time for inclusion with my report. Collections for April totaled \$ 5,381 and May totaled \$ 3,125. This brings our annual total to \$ 40,365 and our total since inception in 2008 to \$ 100,394.

Auditors were here May 31 – June 2, 2011 to do interim field work. Even though our books aren't closed out yet they are able to do sample testing of Payroll, Accounts Payables, Cash Receipts, Bids, Municipal Court and Building permits. Things went pretty smoothly and they will be returning August 29th to finish up.

I have been working on updating our insurance coverage information with our Agent of Record Tony Veltri, several public records requests, final transfers in the current budget, reviewing the Personnel Handbook draft and the approved budget for next year.

Last month I attended a Budget Committee meeting on Wednesday, May 11th and a Beautification Committee meeting on Tuesday, May 10th.

I planted flowers in the big pots outside of City Hall and the Transit Center building next door and worked on Saturday, June 4th for the Spring Clean-Up day.

If you need anything, my door is always open.



Robert White, Power Services Manager
Tillamook People's Utility District
1115 Pacific Avenue,
Tillamook, OR, 97141

Mr. White,

Thank you for your June 9, 2011 letter which provided further alternatives analysis for the routing of the Oceanside Transmission Line through the City of Tillamook.

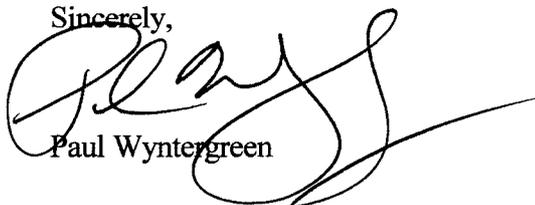
Your analysis was quite detailed and well-argued. We thank you for that; it will assist the City in its deliberations during any property discussions and land-use processes.

The one element that may be missing from your analysis is a discussion of why the westerly end of the undergrounding route was turned back north to cut behind the hospital rather than tying south to Third Street where it can stay inside the Highway 131 right-of-way and thereby avoid further easement acquisition. If the utilization of the existing right-of-way was possible, then those acquisition savings should be reflected in the cost analysis as a savings attributable to the Second Street routing.

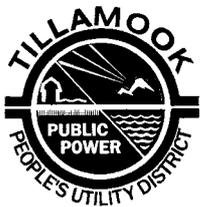
I doubt that this adjustment will change your bottomline conclusions, but it would provide for a more refined analysis.

Again, thank you for your efforts and the quality of your submittal. We look forward to working further with you on this matter.

Sincerely,



Paul Wyntergreen



Tillamook People's Utility District

Directors
Harry E. Hewitt
Edwin L. Jenkins
Doug Olson
Ken R. Phillips
Barbara A. Trout

A Customer-Owned Electric Utility

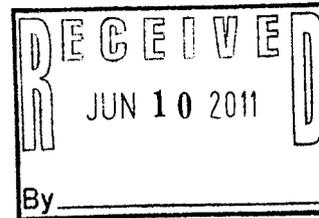
Office: 503 842-2535 • Toll-free: 800 422-2535 • Fax: 503 842-4161

www.tpud.org

Patrick F. Ashby
GENERAL MANAGER

June 9, 2011

Paul Wyntergreen, City Manager
City of Tillamook
210 Laurel Avenue
Tillamook, OR 97141



Re: Tillamook People's Utility District ("District") Tillamook - Oceanside
Transmission Line Project

Mr. Wyntergreen:

This correspondence is in regard to the District's planned Tillamook - Oceanside Transmission Line Project ("Project"). As you know, a portion of the Project will pass through the City of Tillamook ("City") and the District has spent the past several months exploring possible Project routes through the City. The District has explained these possible Project routes (and design parameters) to City representatives on several occasions including a February 22, 2011 workshop with the City Council and City Planning Commission; and during a March 1, 2011 meeting with the Tillamook Urban Renewal Agency. For your reference, I have enclosed a copy of the District's PowerPoint presentation that was shared at the February 22, 2011 workshop.

As you can see on the enclosed PowerPoint presentation, the District has investigated seven potential Project routes through the City. The preliminary design associated with each of these Project routes involves the installation of overhead transmission lines comprised of utility poles, overhead conductor, and support equipment such as down guys and anchors.

Subsequent to the aforementioned meetings with the City, you approached me and requested that the District explore one additional Project route. Moreover, you requested that the District explore a Project route consisting of underground transmission lines which would traverse down Second Street and portions of Laurel Avenue ("Underground Route"). Additionally, you requested a "ball park" cost estimate in connection with the Underground Route and a cost estimate for an overhead transmission line to form a basis for comparison.

The information provided in this memorandum is in response to your request. As described in further detail below, the District has carefully reviewed the design parameters associated with the Underground Route and developed a “ball park” cost estimate which is based on several assumptions. Although this exercise was informative, in final analysis however, the District does not support the Underground Route as it cannot be justified from a practical or economic standpoint. Furthermore, as explained below, the District has serious concerns with the reliability of the Underground Route in terms of its ability to respond to a power outage caused by a failure of the underground transmission lines.

Therefore, at this late stage, having now reviewed and analyzed eight potential Project routes, the District considers the “Hoquarton Slough Route” to be the preferred alternative as it affords the least number of disadvantages. Furthermore, the Hoquarton Slough Route has received the support of Tillamook Urban Renewal Agency. (See the enclosed correspondence from Don Hurd to Mayor Weber et.al. dated March 8, 2011.)

Discussion Concerning the Underground Route

The District has taken a number of actions in order to generate the preliminary design of the Underground Route and compose a “ball park” cost estimate. Such actions include:

1. A field review of site conditions present on Second Street and Laurel Avenue.
2. Consultation with excavation/construction contractors to assess the placement of a conduit duct system and vaults in the City street right-of-way.
3. Site visit of a large regional electric utility to observe an underground transmission project that is currently underway.
4. Consulted with a vendor to obtain an estimate of material costs relating to specialized underground transmission cable, termination equipment, cable splices, etc.
5. Researched labor related cost information from an electrical construction firm.

All totaled the District estimates that it has dedicated approximately 90 staff hours to exploring the Underground Route, which equates to a cost to the District of approximately \$12,000.00.

A. Practical Considerations Associated with the Underground Route

Enclosed for your review is project map which provides a “rough” overview of where the Underground Route is located. Beginning in the Port of Tillamook Bay right-of-way, the Underground Route transverses south past the Post Office and then southwest to the intersection of Laurel Avenue and Second Street. Next, the Route continues west

along Second Street to Birch Avenue (about ten city blocks). Finally, from the intersection of Second Street and Birch Avenue, the Route runs north to the intersection of First Street.

1. The Construction of an Underground Conduit and Vault Duct System would be Challenging but not Impossible

Transmission facilities associated with this project will harbor a voltage of *115,000 volts* or 115 kV. As one would expect, the underground conductor necessary to handle this high voltage is quite sizable compared with other conductors that the District uses for lesser distribution voltages.

Underground Vaults

The District estimates the Underground Route would require at least eight vaults to accommodate the underground conductor and cable splices. In speaking with a vendor and electrical construction firm, the District understands that a vault necessary to house 115kV underground conductors would need to be 8-feet deep by 8-feet wide by 17-feet long (roughly the size of a recreational vehicle). Given the extremely large size of these vaults, a number of challenges and unknown factors come to mind:

1. Where could vaults of this size be installed along the Underground Route?
2. Could the City's streets or sidewalks be excavated and the vaults placed there?
3. Would private landowners allow the vaults to be installed on their property?

Conduit Duct System

The preliminary design of the Underground Route includes a conduit duct system that would be approximately 3,400 feet in length, of which, 3,000 feet would be installed using open-trenching and 400 feet would be directionally bored. The District assumes that virtually all of this conduit duct system would be located within the City street right-of-way.

As is often the case, new conduit installations are the subordinate to existing underground utilities. Stated another way, the District is not aware of what other, if any, underground utilities may exist along this Route. Further, would this new conduit duct system cross or conflict with, existing underground telephone lines, fiber optic lines, water lines, sewer lines, storm water lines, or others. Can these existing underground utilities even be located using the one-call notification system? The District finds this situation particularly worrisome for the following reason: given the size and weight of the underground transmission conductor, *every linear foot of the conduit duct system will need to be pre-engineered to ensure a suitable pulling tension for the conductor*. Moreover, each change in elevation or the slightest turn in the conduit needs to be accounted for in the design process. Hence, the discovery of an existing

underground utility, should the precise location of the utility not be accounted for, would compromise the District's ability to construct the Underground Route. And, such a compromise would occur after the specialized transmission cable has been purchased.

Disruptions Caused by the Construction of the Conduit Duct and Vault System

As previously stated, the construction of the Underground Route entails 3,000 feet of open trenching, 400 feet of directional boring, and the installation of at least eight underground vaults. The District anticipates this construction would cause frequent and numerous disruptions to day-to-day activities within the City:

1. The City's paved streets (and perhaps sidewalks) would need to be saw-cut to facilitate excavation work.
2. Heavy equipment will need to be mobilized to remove asphalt, road bed, and soil to dig the trench. Potholing will need to take place in order to expose existing utilities located in the directional bore paths.
3. The District suspects that each portion of trench and vault location will need to be de-watered prior to any new backfill being added.
4. The trench will need to be bedded with a suitable material in order to cradle the conduit that will be placed in the trench.
5. Soil will need to be added to protect the uppermost part of the conduit.
6. Crushed rock will need to be trucked in to be placed in the trench.
7. The crushed rock must be compacted to an acceptable level to accommodate the new street paving.

At a minimum, this construction would take several weeks (and perhaps months) to complete and would need to be scheduled during the relatively dry summer months. The District foresees extended street and sidewalk closures, increased congestion on neighboring streets, the temporary elimination of parking spaces, noise nuisances, dust and debris, and other disturbances. This construction would inevitably cause a negative impact to local businesses, and to the Farmer's Market, Tillamook County Transportation District, Tillamook County Courthouse, and Pioneer Museum.

2. The Specialized Nature of Underground Transmission Facilities does not make it a Wise Choice for the District

As with most Pacific Northwest electric utilities, the District does not have any existing underground transmission facilities on its electrical system. Nor does it have the engineering expertise to design or the operations personnel and machinery to construct

underground transmission facilities. Therefore, the Underground Route would require exclusive contractor support in terms of its design and construction.

To help you understand the specialized nature of these facilities, I have enclosed several digital photographs which were captured during a recent visit to a large regional electric utility where an underground transmission project is currently underway.

Machinery

As shown in the photographs, specialized machinery is required to handle the large underground transmission conductor, including cable spool trailers, pulling machines, and cranes.

Material Availability

It turns out there are only a select number of manufacturers worldwide who produce underground transmission conductor and equipment. In this case, the conductor was purchased from a South Korean manufacturer. Reportedly, the lead time for the conductor shown in the photographs was 18 months.

Labor Availability

Not surprisingly, labor resources in this regard are also limited. In fact, the District's research did not identify a single contractor in the Pacific Northwest who is qualified to install, terminate, or splice underground conductor.

After witnessing these construction activities, however, the District questions whether it would be wise decision to embrace such a specialized and uncommon form of transmission construction given the limitations described above.

3. The District Contends that it would be Severely Inhibited in its Ability to Restore Power Should the Underground Transmission Facilities Fail

Perhaps, more important than the ability to construct underground transmission facilities, is the ability to *maintain* the facilities. As explained in the aforementioned PowerPoint presentation, the Tillamook – Oceanside Transmission Project will be considered critical infrastructure. As explained already, this will be a "radial" transmission line which is absent of any redundant electrical sources or transmission "loop feeds."

Because the District possesses no resources of its own to maintain these specialized facilities, in the event of failure, the District would be shackled by the requirement to solicit contractor assistance to repair the facilities. The District finds this situation deeply troubling and feels it would be unreasonable to subject District customers to such vulnerability.

B. Economic Considerations Associated with the Underground Route

As requested, the District has composed a “ball park” cost estimate in connection with the Underground Route. This estimate is based on numerous engineering assumptions and is only intended to be used for discussion purposes. The District shall not be bound by this estimate and reserves the right to modify both the cost estimate and design associated with the Underground Route. The following is a summary of the estimate:

Material Costs

115kV rated cable, 115kV rated manhole splices, 115kV rated terminations, 115kV rated spare material, grounding materials, and manhole racking systems	\$512,000
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Labor Costs

Initial mobilization, install 115kV cable, install 115kV manhole splices, install 138kV terminations, install grounding, install manhole racking systems, and acceptance testing	\$3,500,000
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Conduit and Vault Duct System Costs

Install vaults, trench and backfill, vertical sweeps, horizontal sweeps, directional bore, saw-cut asphalt, asphalt patch, HDPE conduit, warning tape, epoxy, vault expense, crane expense, and dead-end structures	\$974,000
---	-----------

Engineering Design Fees

\$83,000

Total

\$5,069,000

For the purposes of a comparison, the District has also calculated a “ball park” cost estimate with respect to the Hoquarton Slough Route. The calculation reveals that the Hoquarton Slough Route would cost the District approximately \$289,000 to construct which consists of: \$192,000 in material and labor charges; \$54,000 for right-of-way acquisition; and \$43,000 in engineering design fees. *Therefore, the Underground Route is nearly 18 times more expensive to construct than the Hoquarton Slough Route.*

As a matter of sound public policy, and recognizing retail electrical rate increases as well as the current economic crisis – the District finds it impossible to justify the construction of the Underground Route from an economic standpoint.

Mr. Paul Wyntergreen
June 9, 2011
Page 7 of 7

Conclusion

I hope you found this correspondence to be informative. I would appreciate the opportunity to meet with you to review implications of the Underground Route in greater detail and answer any questions you may have. Please contact me at your earliest convenience to schedule this meeting.

Sincerely,

TILLAMOOK PEOPLE'S UTILITY DISTRICT

A handwritten signature in black ink, appearing to read "Robert White". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Robert White
Power Services Manager

c: Tillamook People's Utility District Board Members
David Mattison/City of Tillamook

Enclosures: February 22, 2011 Workshop PowerPoint Presentation
March 8, 2011 Tillamook Urban Renewal Agency Correspondence
Underground Route Project Map
Digital Photographs

**Cost Comparison – Overhead Cost Estimate versus Underground Cost Estimate
Second Street and Hoquarton Slough
Optional Routes**

**Overhead
Route
Hoquarton Slough**

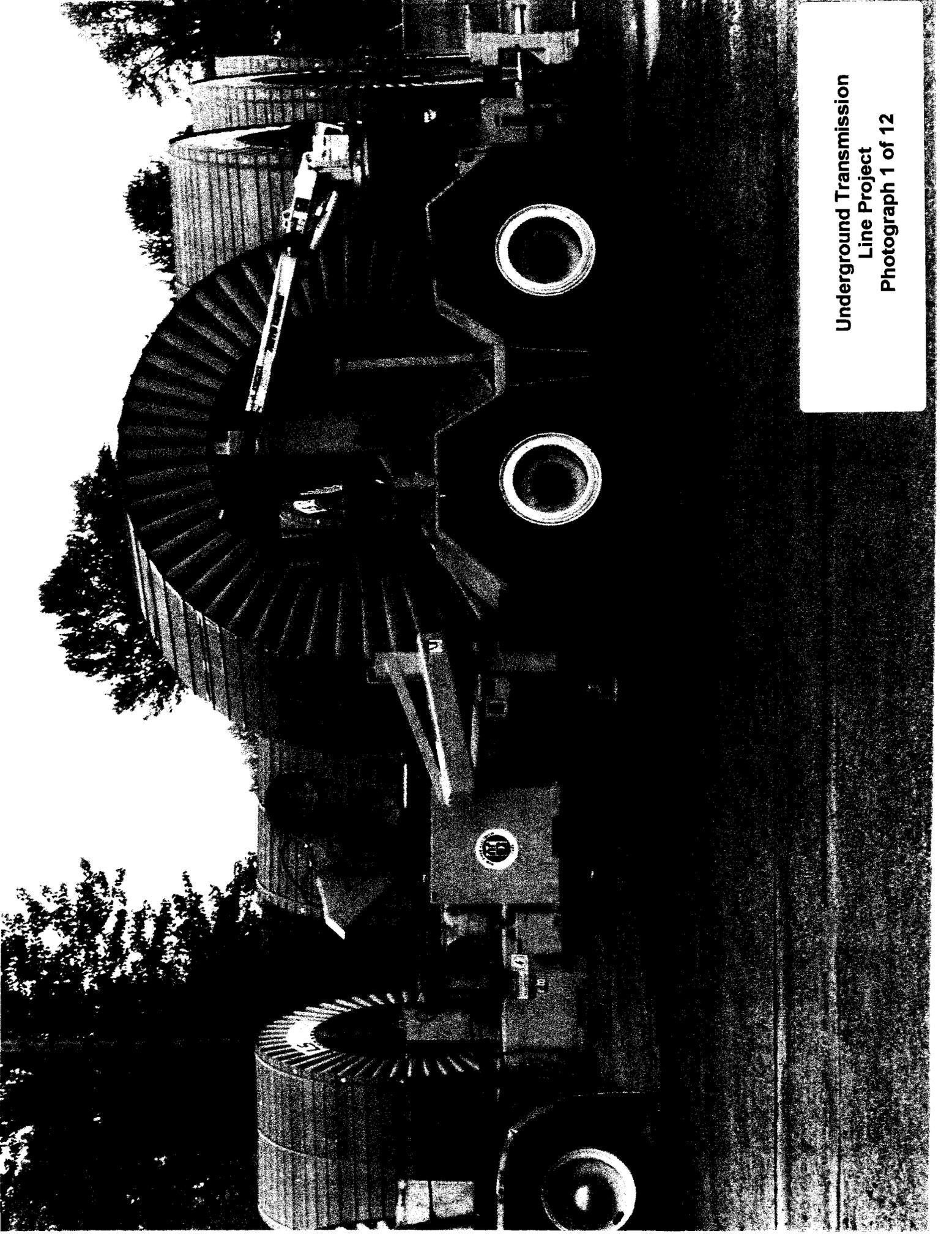
\$289,000

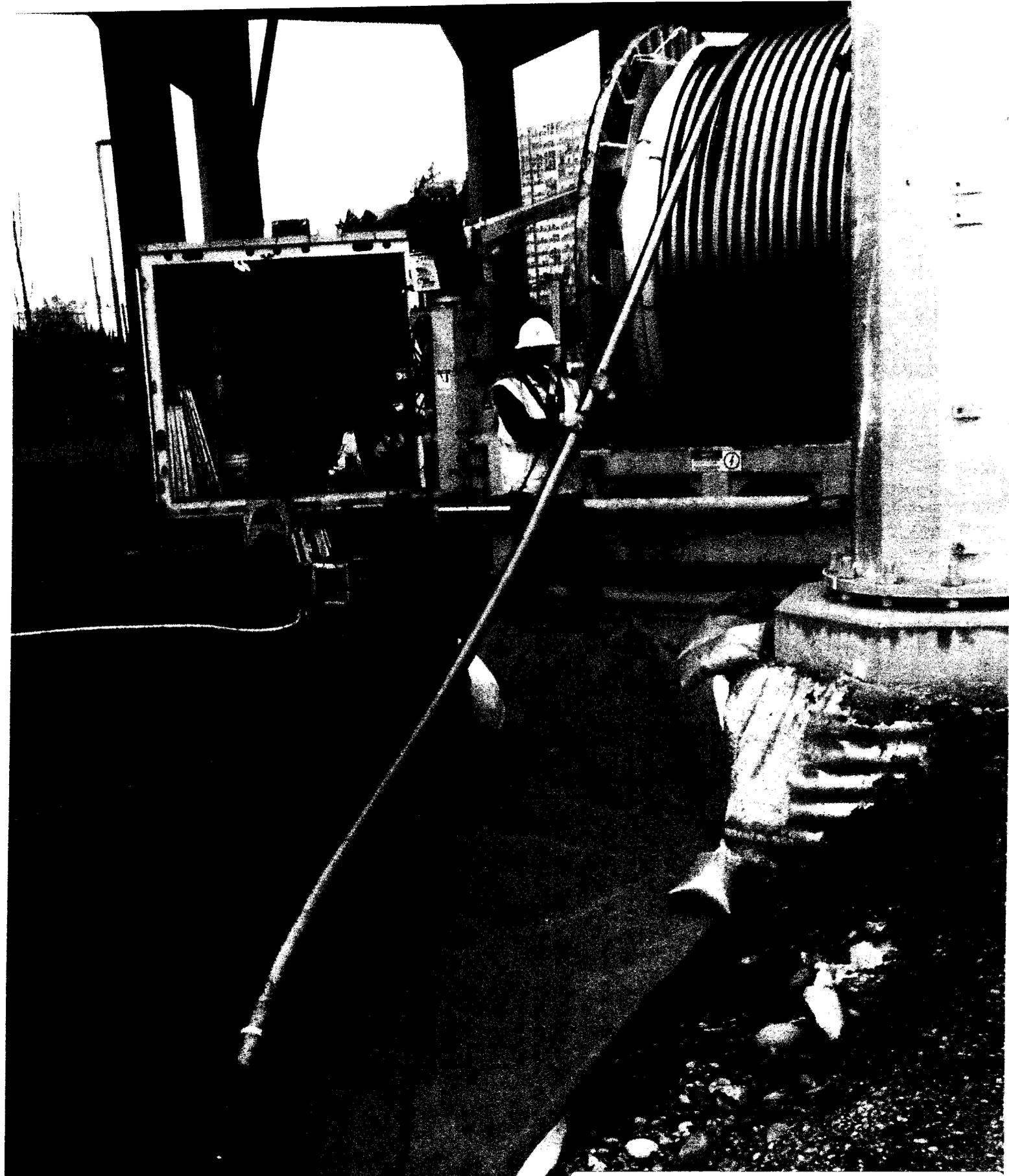
**Underground
Route
Second Street**

\$5,069,000



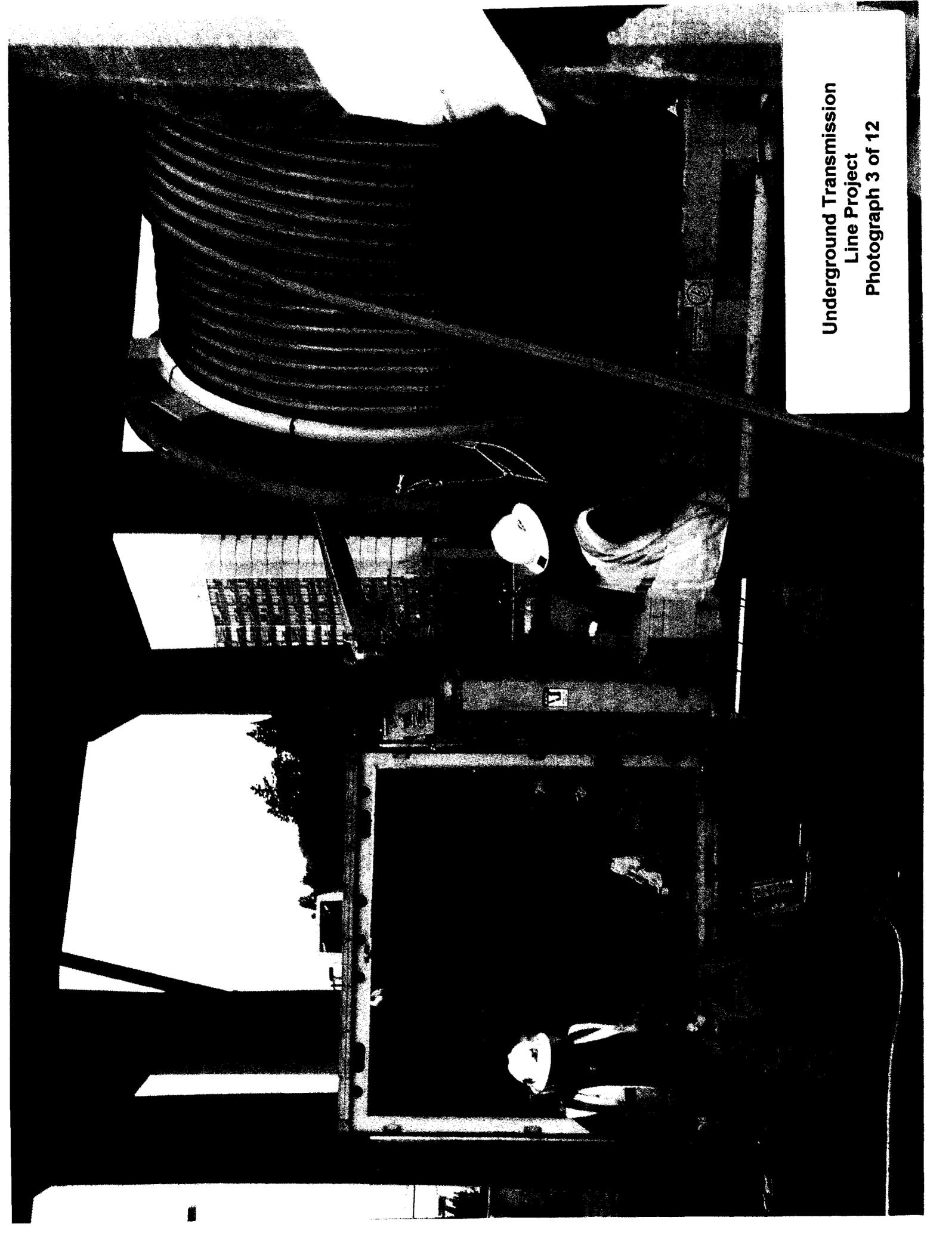
Underground Transmission
Line Project
Photograph 1 of 12

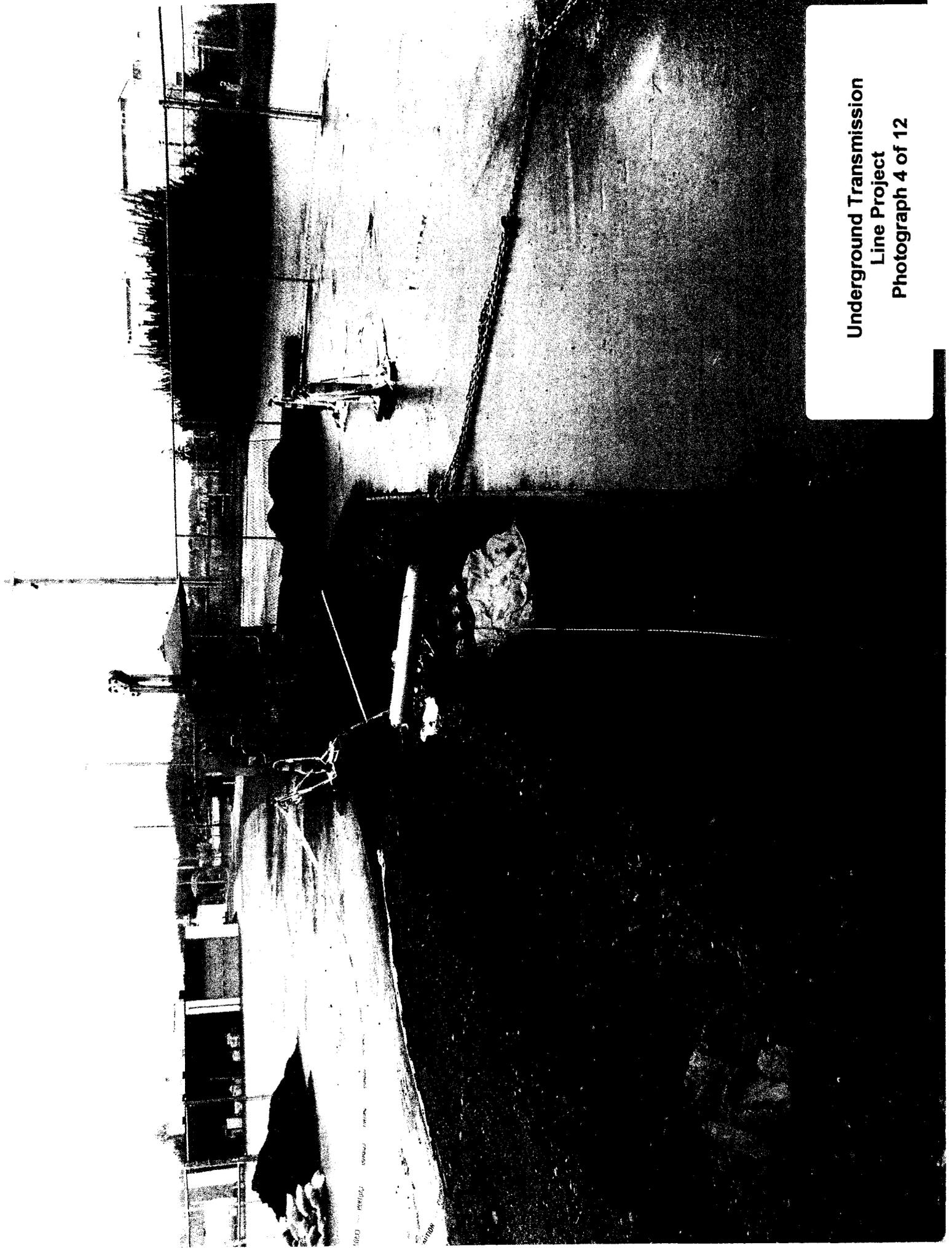




**Underground Transmission
Line Project
Photograph 2 of 12**

Underground Transmission
Line Project
Photograph 3 of 12



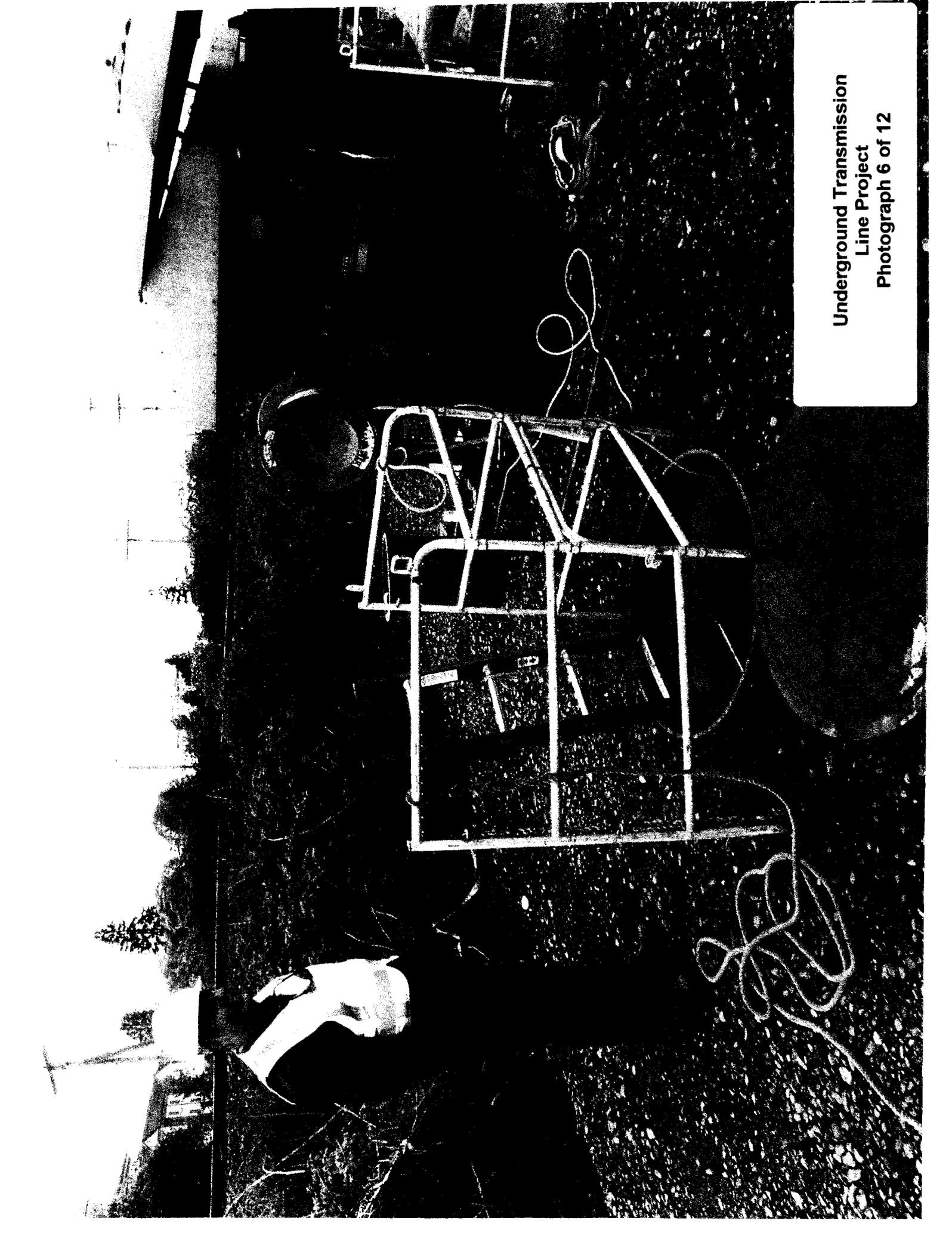


Underground Transmission
Line Project
Photograph 4 of 12

Underground Transmission
Line Project
Photograph 5 of 12



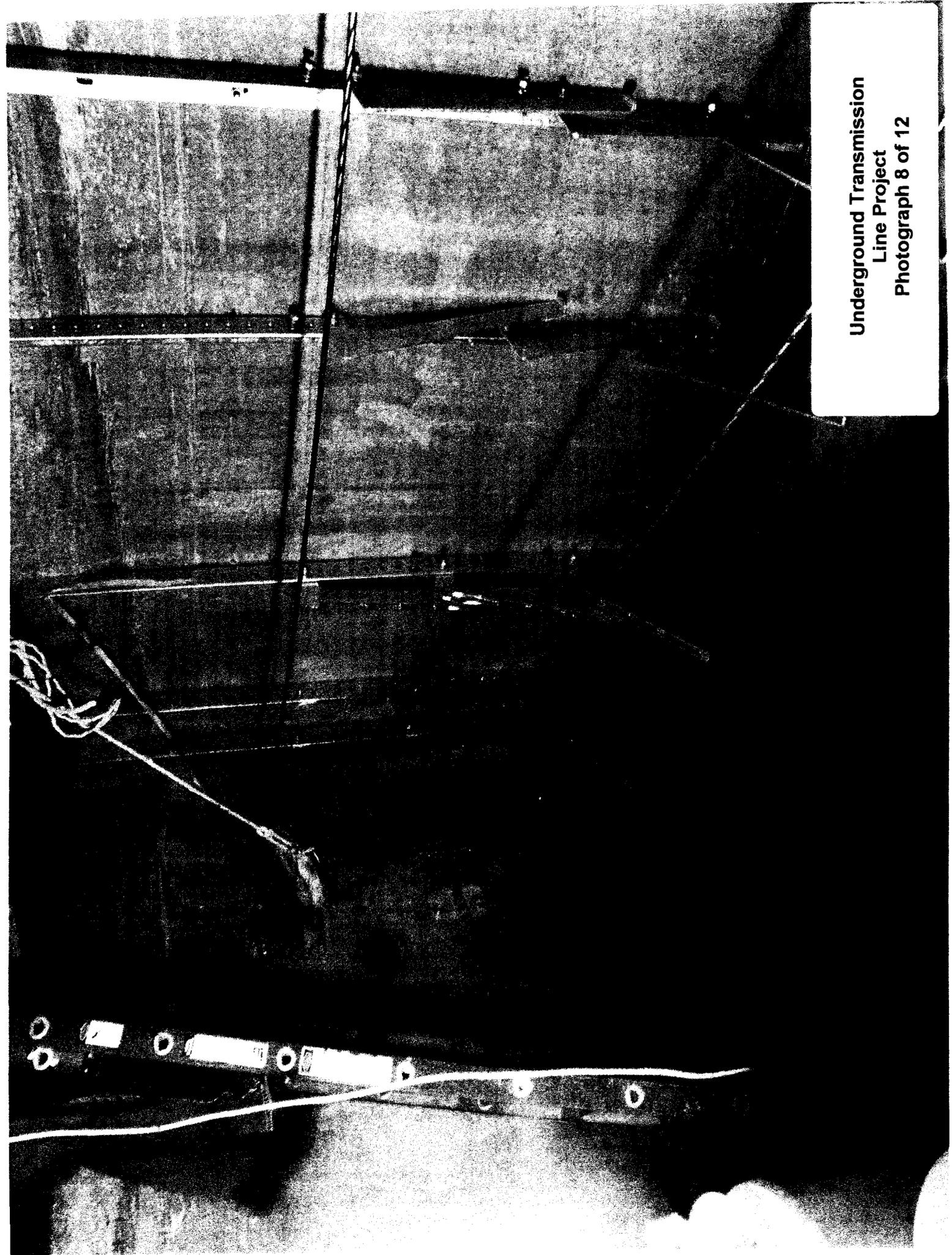
Underground Transmission
Line Project
Photograph 6 of 12



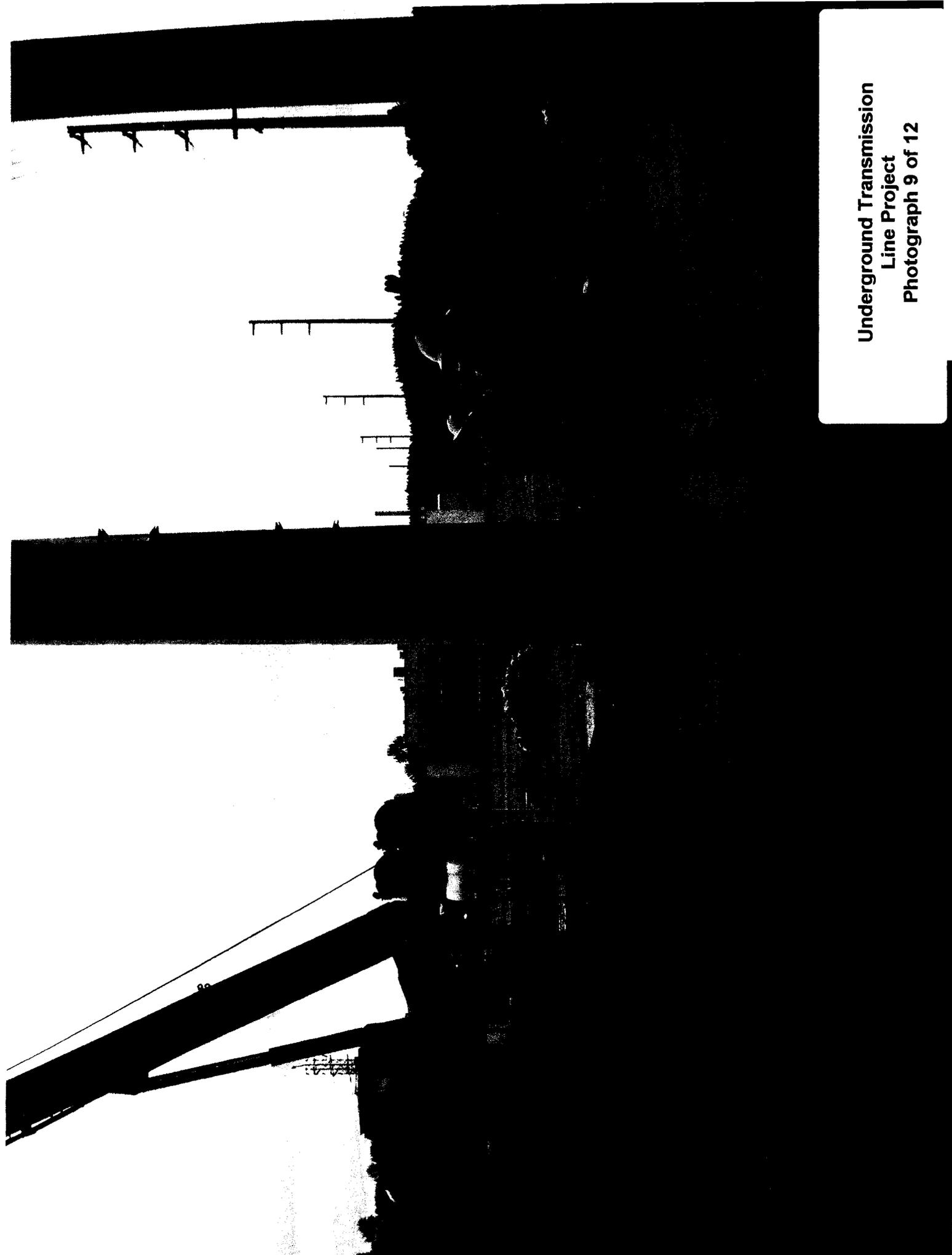


**Underground Transmission
Line Project
Photograph 7 of 12**

Underground Transmission
Line Project
Photograph 8 of 12



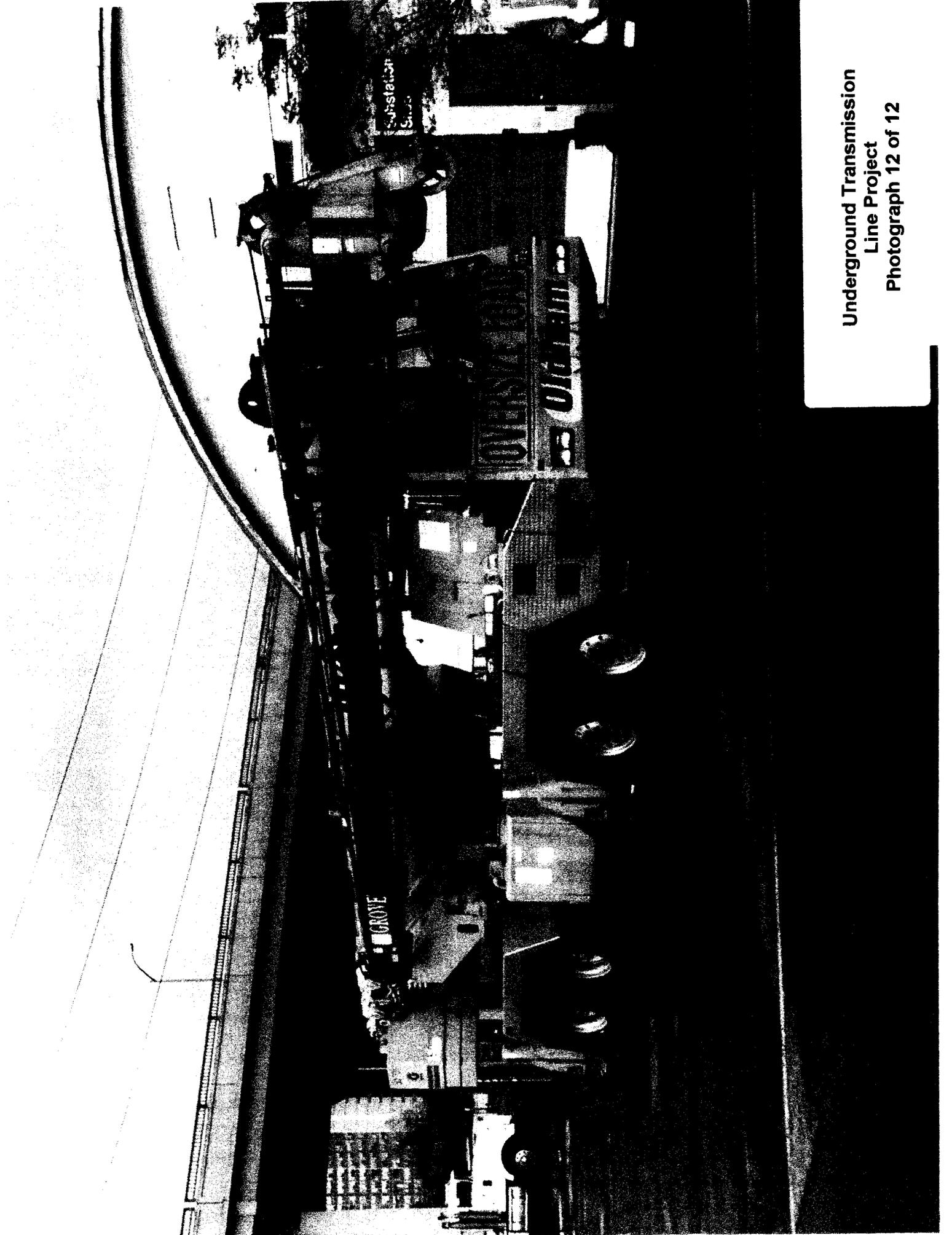
Underground Transmission
Line Project
Photograph 9 of 12





**Underground Transmission
Line Project
Photograph 10 of 12**

Underground Transmission
Line Project
Photograph 11 of 12



Underground Transmission
Line Project
Photograph 12 of 12



**Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, Oregon 97141**

Phone: 503-842-2472

Fax: 503-842-3445

March 8, 2011

City of Tillamook
Mayor Weber and City Council
210 Laurel Avenue
Tillamook, OR 97141

REC'D OPERATIONS DEPT.

MAR 11 2011

T.P.U.D.

RE: Tillamook PUD Transmission Line Relocation Project

Dear Mayor Weber and City Council,

The Tillamook Urban Renewal Agency (TURA) Board of Directors met on March 1, 2011, at a regularly scheduled meeting, with Bob White and associates from the Tillamook PUD regarding the proposed transmission line relocation project. Bob presented the board with several different options for line relocation explaining the issues and concerns with several of the routes. He explained the reason for relocation along with the costs and implementation of the project.

After discussion, considering the most cost effective, least invasive and direct route for line relocation, the TURA Board approved a motion to support the Hoquarton Slough Route with Councilors Martin and Sandusky abstaining from the vote. With this said, the TURA Board of Directors would like to recommend the Tillamook City Council support the Hoquarton Slough route for the Tillamook PUD Transmission Line Relocation Project.

Thank you.

Sincerely,

Don Hurd
Chairman
Tillamook Urban Renewal Agency

Cc: Tillamook PUD
Tillamook City Planning Commission

Agency Board Members:
Chairman Don Hurd; Vice-Chair Carolyn Decker;
Joe Martin, John Sandusky, Sean Lambert, Alene Allen, Tony Faulkner
City Administrator: Paul Wyntergreen, Administrative Assistant: Debbi Reeves



TFD

Tillamook Fire District

June 10, 2011

City of Tillamook
210 Laurel
Tillamook, OR 97141

RE: "Fill the Boot," a Fundraiser in support of the Muscular Dystrophy Association

To Whom It May Concern:

This letter is to confirm the City of Tillamook's support for the fundraiser, "Fill the Boot," in support of the Muscular Dystrophy Association. This event is spearheaded in Tillamook by the Tillamook Volunteer Firefighter's Association and the Tillamook Fire District. The 2011 "Fill the Boot" campaign in Tillamook will be taking place on Saturday, September 10, 2011.

This annual fundraiser raises money to help fund vital research and support the Muscular Dystrophy Association's work. In addition to funding vital research, dollars raised by "Fill the Boot" provides for a nationwide network of MDA medical clinics, support groups and summer camps. These activities help people living with neuromuscular diseases to participate more fully in the community and to lead more active, normal lives. "Fill the Boot" also provides families with much needed financial assistance with the repair of durable medical equipment.

In 2010, Tillamook Firefighters raised \$4,728.68 to support the more than 1100 families served by the Columbia-Willamette chapter of the Muscular Dystrophy Association.

Again, this letter acknowledges the City of Tillamook's full support of its Firefighters as they champion the fight against Muscular Dystrophy through "Fill the Boot."

Signed,

Paul Wyntergreen
City Manager



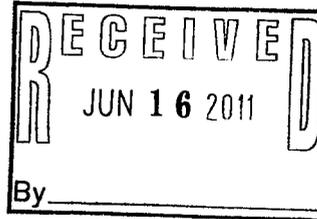
Tillamook Estuaries Partnership

A National Estuary Project

Donation Receipt

June 14, 2011

Paul Wyntergreen
City of Tillamook
210 Laurel
Tillamook, OR 97141



Dear Paul,

Thank you for your recent donation of goods or services which you indicated had a value of \$1000.00. This is to confirm that the Tillamook Estuaries Partnership is a registered 501(c)3 non-profit organization. Our Federal ID # is 02-0584357. Donations made to the Tillamook Estuaries Partnership can be considered tax-deductible.

We appreciate your support of the mission of the Tillamook Estuaries Partnership – *to conserve and restore Tillamook County's estuaries and watersheds in their entirety.*

Regards,

Claudine Rehn
Accounting Manager
Tillamook Estuaries Partnership

/sels

P.O. Box 493 613 Commercial St. Garibaldi, OR 97118
(503) 322-2222 Fax (503) 322-2261 www.tbnep.org

Checks written 6/6/11



Accounts Payable
Computer Check Proof List

User: adm
Printed: 06/06/2011 - 4:48 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4804	Computer Support & Services, L			Check Sequence: 1	ACH Enabled: No
417A	Off site backup work	75.00	06/06/2011	021-06-55065	
417A	Lynda-printer problems	37.50	06/06/2011	010-04-53270	
872	Balance on Arley's computer	517.21	06/06/2011	021-01-54090	
927	Web cam,AB switch,cables,etc.-Wtr Dpt	1,175.09	06/06/2011	021-06-55065	
929	Auto Cad Lite 2012-Wtr Dpt	1,574.99	06/06/2011	021-06-53060	
929	Work on Train Tracks training program	200.00	06/06/2011	020-20-53380	
929	Hub w/AC Adapter-AS	21.59	06/06/2011	021-01-54090	
929	Work on Train Tracks training program	200.00	06/06/2011	021-02-53070	
929/417A	Work on Train Tracks training program	200.00	06/06/2011	022-22-53380	
929/417A	Set up Arley's computer	112.50	06/06/2011	021-01-54090	
	Check Total:	4,113.88			
Vendor:0830	Douglas Kettner			Check Sequence: 2	ACH Enabled: No
876107	5 Spector Pro WindowsUltimate Care renew	254.75	06/06/2011	010-07-53270	
	Check Total:	254.75			
Vendor:4301	Jane Scott Video Productions			Check Sequence: 3	ACH Enabled: No
CITY.05.16.11	Video taping CC mtg 5/2 &16, 2011,2 DVDS	520.00	06/06/2011	010-01-53050	
	Check Total:	520.00			
Vendor:4856	Oregon State Marine Board			Check Sequence: 4	ACH Enabled: No
6.6.11	Marine Board Maint. Asst. Program-AS	52.00	06/06/2011	075-75-53455	
	Check Total:	52.00			
Vendor:4727	Debbi Reeves			Check Sequence: 5	ACH Enabled: No
May '11	Reeves, for period of May 2011 CITY	1,431.25	06/06/2011	010-02-53370	
May 2011	Reeves, for period of May 2011 TURA	1,112.50	06/06/2011	010-02-53370	
	Check Total:	2,543.75			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4916 49225	Western Case, Inc. 6 radio cases, 1 phone case-Wtr Dpt Check Total:	111.60 111.60	06/06/2011	Check Sequence: 6 021-02-53210	ACH Enabled: No
	Total for Check Run:	7,595.98			
	Total Number of Checks:	6			

Checks written 6/7/11

Accounts Payable
Computer Check Proof List



User: adm
Printed: 06/07/2011 - 4:09 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4826	First Bankcard			Check Sequence: 1	ACH Enabled: No
05.07.2011	Computer equipment-PD	585.98	06/07/2011	010-07-53270	
1104281	Coffee for officer testing day	25.90	06/07/2011	010-07-53350	
186715	Food for officer testing day	78.99	06/07/2011	010-07-53350	
208326	Water sample shipping-WWTP	38.24	06/07/2011	022-22-53300	
229978	Phone bags (2)-WWTP	23.38	06/07/2011	022-22-53270	
287556	Lab water-WWTP	58.71	06/07/2011	022-22-53440	
4.29.11	Cooler rental & water-WWTP	24.54	06/07/2011	022-22-53230	
459382	Meal-Certification training-TL & AS	37.40	06/07/2011	021-01-53070	
490640	Sandwiches for officer app testing day	140.00	06/07/2011	010-07-53350	
5.02.11-AS	11-12 Annual VISA membership-AS	15.00	06/07/2011	021-02-53080	
5.07.2011	Computer equipment-PD	967.00	06/07/2011	010-07-53270	
5.14.11-AS	Cross connection update -room-AS	79.92	06/07/2011	021-02-53070	
5.14.11-TL	Cross connection update -room-TL	79.92	06/07/2011	021-02-53070	
5.2.11-BS	11-12 Annual VISA membership-BS	15.00	06/07/2011	010-03-53800	
5.2.11-DP	11-12 Annual VISA membership-DP	15.00	06/07/2011	022-22-53230	
5.2.11-JW	11-12 Annual VISA membership-JW	15.00	06/07/2011	020-20-53080	
5.2.11-SB	11-12 Annual VISA membership-SB	15.00	06/07/2011	021-02-53080	
5.2.11-TL	11-12 Annual VISA membership-TL	15.00	06/07/2011	021-02-53080	
5.2.11-VR	11-12 Annual VISA membership-VR	15.00	06/07/2011	022-22-53230	
5.4.11	Meals-GSSI training-Wtr Dpt	31.80	06/07/2011	021-02-53070	
5.7.11	Computer equipment-PD	79.99	06/07/2011	010-07-53270	
5.7.2011	Computer equipment-PD	977.00	06/07/2011	010-07-53270	
5.9.11-AS	Cross connection update course-AS	85.00	06/07/2011	021-02-53070	
5.9.11-TL	Cross connection update course-TL	85.00	06/07/2011	021-02-53070	
5007532	Fuel-Wtr Dpt/TL	15.00	06/07/2011	021-03-53140	
580045	HR conference - meal/ City Recorder	31.50	06/07/2011	010-03-53400	
63606478	Rooms-GSSI training-LB/Wtr Dpt	218.80	06/07/2011	021-02-53070	
63607610	Rooms-GSSI training-SB/Wtr Dpt	218.80	06/07/2011	021-02-53070	
643316	Flowers-City Hall & Transit Center	34.00	06/07/2011	070-70-53370	
679415	Meals-GSSI training-Wtr Dpt	37.00	06/07/2011	021-02-53070	
80862182	HR conference - room /City Recorder	186.38	06/07/2011	010-03-53380	
837701	Meals-GSSI training-Wtr Dpt	25.90	06/07/2011	021-02-53070	
949325	Meals-GSSI training-Wtr Dpt	26.00	06/07/2011	021-02-53070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
997739	Meals-GSSI training-Wtr Dpt	26.50	06/07/2011	021-02-53070	
AD-300100464	Lab scale-WWTP	1,800.00	06/07/2011	022-22-53440	
	Check Total:	6,123.65			
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Vendor:0747	John Putman			Check Sequence: 2	ACH Enabled: No
5999	Retained Legal Services.....June 2011	1,700.00	06/07/2011	010-01-53060	
	Check Total:	1,700.00			
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Vendor:0389	Petty Cash-Bernadette Sorensen			Check Sequence: 3	ACH Enabled: No
5.18.11	Flowers-City Hall & Transit Center	44.00	06/07/2011	070-70-53580	
5.6.11	Cookies, juice-Small Cities Mtg	23.50	06/07/2011	010-01-53410	
5.6.2011	Ice-Small Cities Mtg	2.38	06/07/2011	010-01-53410	
6.6.11	Food for Council 6/6/11 mtg	22.59	06/07/2011	010-01-53410	
	Check Total:	92.47			
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Vendor:0526	Tillamook Chamber of Commerce			Check Sequence: 4	ACH Enabled: No
6.7.11	Apr & My '11(1 Receipt) @ 10% TRT	900.52	06/07/2011	070-70-53360	
	Check Total:	900.52			
<hr/>					
	Total for Check Run:	8,816.64			
	Total Number of Checks:	4			

Check written 6/10/11

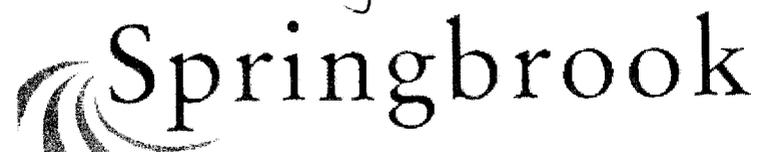


Accounts Payable
Computer Check Proof List

User: adm
Printed: 06/10/2011 - 12:45 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4689 320138	Bratwear 2 jackets,reflective lettering,etc-TW,DC Check Total:	540.07 540.07	06/10/2011	Check Sequence: 1 010-07-53410	ACH Enabled: No
	Total for Check Run:	540.07			
	Total Number of Checks:	1			

6/20 Council mtg



Accounts Payable
Computer Check Proof List

User: ADM
Printed: 06/16/2011 - 1:46 PM

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4788 6.15.11	2nd Street Public Market Final TRT disbursement FY10-11 Check Total:	880.28 880.28	06/20/2011	Check Sequence: 1 070-70-53580	ACH Enabled: No
Vendor:4582 148224 148224	A WorkSAFE Service, Inc. 5 renewal random selection drug tests/yr 5 renewal random selection drug tests/yr Check Total:	187.50 187.50 375.00	06/20/2011 06/20/2011	Check Sequence: 2 021-02-53260 022-22-53290	ACH Enabled: No
Vendor:4387 3276	All Starr Signs Signs-Water conservation presentations Check Total:	289.00 289.00	06/20/2011	Check Sequence: 3 021-04-53200	ACH Enabled: No
Vendor:4789 6.15.11	Bay City Arts Center Final TRT disbursement FY10-11 Check Total:	248.42 248.42	06/20/2011	Check Sequence: 4 070-70-53580	ACH Enabled: No
Vendor:0041 10853 10856	Bell's Office Machines 2 large format copies 18x24 Ink for fax at Wtr Dpt shop Check Total:	3.50 23.85 27.35	06/20/2011 06/20/2011	Check Sequence: 5 010-05-53270 021-02-53270	ACH Enabled: No
Vendor:2018 6.8.11	Brenda Bower Reimb expenses/Animal Cont Regional Conf Check Total:	125.58 125.58	06/20/2011	Check Sequence: 6 010-07-53380	ACH Enabled: No
Vendor:0028 12-49907 12-49915	Boyd's Implement Service, LLC #218 oil & filters service Work on pump bolts undergrnd-WWTP	226.00 406.00	06/20/2011 06/20/2011	Check Sequence: 7 021-03-53252 022-22-53220	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
12-49934	#2111 backhoe-General service/oil & fltrs	379.90	06/20/2011	021-03-53252	
12-49956	#213-Rplc front calipers&oxygen sensor	943.20	06/20/2011	021-03-53252	
12-50103	Hub cap assy for Wtr Dpt trailer	68.85	06/20/2011	021-03-53252	
	Check Total:	2,023.95			
Vendor:0043	Burden's Muffler & Towing			Check Sequence: 8	ACH Enabled: No
31392	Tow lift truck City Hall to Fairgrnds	60.00	06/20/2011	020-20-53230	
44545	Tow lift truck Fairgrnds to City Hall	60.00	06/20/2011	020-20-53230	
	Check Total:	120.00			
Vendor:4546	Carson Oil Company			Check Sequence: 9	ACH Enabled: No
1056500-IN	12 Penray fuel prcp 12 oz.-WWTP	33.00	06/20/2011	022-22-53210	
	Check Total:	33.00			
Vendor:4894	CHS			Check Sequence: 10	ACH Enabled: No
966491	Propane 74.7 @ \$2.08	155.38	06/20/2011	022-22-53450	
966574	Propane 158.6 @ \$2.08	329.89	06/20/2011	022-22-53450	
966660	Propane 232.1 @ \$2.08	482.77	06/20/2011	022-22-53450	
966728	Propane 149.8 @ \$2.11	316.08	06/20/2011	022-22-53450	
	Check Total:	1,284.12			
Vendor:0102	City Sanitary Service			Check Sequence: 11	ACH Enabled: No
May '11 Stmt-1	WWTP garbage, Acct 05048, May 2011	167.35	06/20/2011	022-22-53210	
May '11 Stmt-2	17 City Garbage cans, Acct 04498, 5/2011	268.60	06/20/2011	070-70-53370	
May '11 Stmt-3	Police Garbage, Acct 04248, May 2011	45.60	06/20/2011	010-07-53200	
	Check Total:	481.55			
Vendor:0089	Coast Printing and Stationary			Check Sequence: 12	ACH Enabled: No
H815	1 folder-City Recorder	1.65	06/20/2011	010-03-53270	
H850	1 box key tags - PD	7.45	06/20/2011	010-07-53270	
	Check Total:	9.10			
Vendor:0090	Coast Wide Ready Mix			Check Sequence: 13	ACH Enabled: No
20716	Concrete-street repair/sewer sinkhole	95.00	06/20/2011	024-24-53230	
	Check Total:	95.00			
Vendor:4442	CoastCom, Inc.			Check Sequence: 14	ACH Enabled: No
5397	June 2011 Internet & dark fiber lease-PD	100.00	06/20/2011	010-07-53420	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	100.00			
Vendor:4805 XFC748W39	Dell Marketing LP 5 Windows license updates-PD Check Total:	1,705.04 1,705.04	06/20/2011	Check Sequence: 15 010-07-53270	ACH Enabled: No
Vendor:4514 81064 81066 81182 81183 81185 81199 81242 81251 81277	EC Company WWTP - electrical troubleshoot circuit 1920 N Main-troubleshoot alarm circuit Transfer switch - Well #3 Material for transfer switch Well #3 Labor for transfer switch Well #3 2500 N Main-Rplc float/low level alarm 3810 12th-Troubleshoot pump circuit Rent generator & test system-Well #3 Electrical work - City Mgr office/heater Check Total:	179.78 406.91 1,500.00 1,260.00 2,347.00 179.78 89.89 1,313.46 1,189.54 8,466.36	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 16 022-22-53210 022-22-53470 021-06-53020 021-06-53020 021-06-53020 022-22-53470 022-22-53470 021-06-53020 010-02-54050	ACH Enabled: No
Vendor:4490 P11-060805	Enviro-Clean Equipment, Inc. Tyger tail,M/Ccable grip kit repr-TV Trk Check Total:	160.32 160.32	06/20/2011	Check Sequence: 17 022-22-53360	ACH Enabled: No
Vendor:4347 S375700 S376631	Fluid Connector Products, Inc. Materials to repr filter butterfly valve Hose and fittings-WWTP Check Total:	1,419.93 168.33 1,588.26	06/20/2011 06/20/2011	Check Sequence: 18 021-04-53200 022-22-53230	ACH Enabled: No
Vendor:0565 9552701287	Grainger, Inc. Label printer & cartridge-Wtr Dpt Check Total:	133.80 133.80	06/20/2011	Check Sequence: 19 021-02-53270	ACH Enabled: No
Vendor:0198 946812 948653 950069 950149 957707 957714 959252	Headlight Herald Watering proposal request ad 5.18.11 Slurry Sealing RFP ad 5.25.11 Watering proposal request ad 5.25.11 Help wanted ad-WWTP Op 2 Legal-Women's Res. block grant close out Photo budget legal City spring cleanup ad 6.1.11	24.75 30.27 24.75 39.60 37.20 462.61 82.20	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 20 070-70-53370 020-20-53080 070-70-53370 022-22-53365 010-02-53190 010-02-53190 070-70-53370	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	701.38			
Vendor:5039 24015780	HSBC Business Solutions 2 pond liners-Holden Crk Project Check Total:	91.15 91.15	06/20/2011	Check Sequence: 21 020-20-53230	ACH Enabled: No
Vendor:4783 07639975	ITT Water & Wastewater USA 16 hrs labor/Brookfield 6/9 & 6/13/11 Check Total:	1,792.00 1,792.00	06/20/2011	Check Sequence: 22 022-22-53220	ACH Enabled: No
Vendor:4231 2579 2600	Jeff Naegeli's Tillamook Plumb Sewer main line repair 6th & Park Rpr sewer sink holes-6th&Manor,9th&Manor Check Total:	342.00 444.00 786.00	06/20/2011 06/20/2011	Check Sequence: 23 022-22-53350 022-22-53350	ACH Enabled: No
Vendor:4182 13903	John H. Tuthill, Atty Fawcett Crk intake proj-legal May 2011 Check Total:	111.00 111.00	06/20/2011	Check Sequence: 24 021-01-53190	ACH Enabled: No
Vendor:4393 72588	Jordan Schrader, Attys at Law WWTP legal 4/15 to 5/15/11 Check Total:	3,197.10 3,197.10	06/20/2011	Check Sequence: 25 022-22-53365	ACH Enabled: No
Vendor:4373 S004856139.001	Keller Supply Company Eye/Face wash kit-Wtr Dpt Check Total:	117.44 117.44	06/20/2011	Check Sequence: 26 021-04-53200	ACH Enabled: No
Vendor:0241 7622 7682 7697 7712 7712 7712 7717 7735 8047	Kimmel's Hardwares & Houseware 2 nipples-Wtr Dpt Hoquarton gate key-St Dpt Batteries,hitch pin,soap-Wtr Dpt Mower belt-Wtr Dpt Step stool, bolt cutters-Wtr Dpt Fittings and brackets-Wtr Dpt (5) 5/8" all purpose shelves-Wtr Dpt Lag screws & washers-Wtr Dpt (2) 24 pk water-Wtr Dpt Check Total:	4.58 2.00 84.97 28.99 52.98 53.52 59.95 3.92 14.38 305.29	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 27 021-04-53200 020-20-53230 021-02-53250 021-03-53140 021-02-53211 021-02-53250 021-02-53250 021-04-53200 021-02-53250	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4413 1017376447	Lab Safety Supply, Inc. Supplies-Water plant eyewash station Check Total:	19.75 19.75	06/20/2011	Check Sequence: 28 021-04-53200	ACH Enabled: No
Vendor:4623 6.15.11 6.15.2011	Latimer Quilt & Textile Center Final TRT disbursement FY10-11 Final TRT disbursemnt FY10-11-Quilt Proj Check Total:	993.67 993.67 1,987.34	06/20/2011 06/20/2011	Check Sequence: 29 070-70-53580 070-70-53580	ACH Enabled: No
Vendor:4497 514988	Les Schwab Warehouse Center Tahoe-2all season blackwall, bal & align Check Total:	413.97 413.97	06/20/2011	Check Sequence: 30 010-07-53250	ACH Enabled: No
Vendor:4472 CL55832 CL55832 CL55832	Marc Nelson Oil Products 01-0006091, Wtr fuel 5/15 to 5/31/11 01-0006091, Street fuel 5/15 to 5/31/11 01-0006091, WWTP fuel 5/15 to 5/31/11 Check Total:	600.74 598.08 215.18 1,414.00	06/20/2011 06/20/2011 06/20/2011	Check Sequence: 31 021-03-53140 020-20-53140 022-22-53140	ACH Enabled: No
Vendor:4501 6.15.11	Monday Musical Club Final TRT disbursement FY10-11 Check Total:	248.42 248.42	06/20/2011	Check Sequence: 32 070-70-53580	ACH Enabled: No
Vendor:4005 3520	Morgans Electric Fluorescent light cover for City Hall Check Total:	29.90 29.90	06/20/2011	Check Sequence: 33 010-10-53230	ACH Enabled: No
Vendor:0290 22238 22976 22979	NAPA Auto Parts New chain & binders for trailer-Wtr Dpt Truck headlight-WWTP Right Stuff (silicone) pk-WWTP Check Total:	245.36 9.37 33.89 288.62	06/20/2011 06/20/2011 06/20/2011	Check Sequence: 34 021-03-53252 022-22-53140 022-22-53220	ACH Enabled: No
Vendor:6004 11-201105	Net Assets Corporation Title Searches for the month of May 2011 Check Total:	40.00 40.00	06/20/2011	Check Sequence: 35 010-10-53350	ACH Enabled: No
Vendor:4489 3528	New Age Car Wash Truck 1-touch free wash	9.00	06/20/2011	Check Sequence: 36 021-03-53140	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	9.00			
Vendor:4622 6.15.11	North Coast Seafood Festival Final TRT disbursement FY10-11 Check Total:	1,242.09 1,242.09	06/20/2011	Check Sequence: 37 070-70-53580	ACH Enabled: No
Vendor:4041 21433	Northstar Chemical, Inc. 2539.2 lbs Sodium bisulfite 38%-WWTP Check Total:	1,081.07 1,081.07	06/20/2011	Check Sequence: 38 022-22-53040	ACH Enabled: No
Vendor:4609 303	Northwest Media Consultants Web services, May 2011 Check Total:	56.50 56.50	06/20/2011	Check Sequence: 39 010-02-53430	ACH Enabled: No
Vendor:4824 3805-164042	O'Reilly Automotive, Inc. Headlight for #2110 Check Total:	19.99 19.99	06/20/2011	Check Sequence: 40 021-03-53252	ACH Enabled: No
Vendor:4593 565122581001	Office Depot TURA nameplates Casey & Schrom Check Total:	10.46 10.46	06/20/2011	Check Sequence: 41 010-02-53270	ACH Enabled: No
Vendor:4081 163927 163927	OfficeMax - A Boise Company 2pk canned air dusters Cs 80 toilet tissue-City Hall Check Total:	11.34 49.91 61.25	06/20/2011 06/20/2011	Check Sequence: 42 021-01-53270 010-10-53230	ACH Enabled: No
Vendor:5007 1935996	Oil Can Henry's #26 WWTP F150 PU-Oil change, air filter Check Total:	84.59 84.59	06/20/2011	Check Sequence: 43 022-22-53250	ACH Enabled: No
Vendor:0799 1050188 1050188 1050188	One Call Concepts, Inc. One Call TILL02 - Month of May 2011 One Call TILL01 - Month of May 2011 One Call TKWC01 - Month of May 2011 Check Total:	18.48 18.48 18.48 55.44	06/20/2011 06/20/2011 06/20/2011	Check Sequence: 44 020-20-53420 022-22-53420 021-02-53260	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:0336 May '11 May 2011	OR Dept of Revenue UA Assessment - May 2011 LEMLA Assessment - May 2011 Check Total:	2,095.00 86.00 2,181.00	06/20/2011 06/20/2011	Check Sequence: 45 010-00-41110 010-00-41080	ACH Enabled: No
Vendor:4856 6.10.11	Oregon State Marine Board Mandatory MAP grant training-MT Check Total:	52.00 52.00	06/20/2011	Check Sequence: 46 075-75-53455	ACH Enabled: No
Vendor:4917 6.13.11	Pacific Coast Investments Refund overpayment of business license Check Total:	75.00 75.00	06/20/2011	Check Sequence: 47 010-03-53800	ACH Enabled: No
Vendor:0857 93772047 93775004	Pepsi-Cola May '11 rental, 4 wtr, 4 returns-CH May '11 rental, 3 wtr, 3 ret.-St Check Total:	38.00 31.00 69.00	06/20/2011 06/20/2011	Check Sequence: 48 010-10-53240 020-20-53230	ACH Enabled: No
Vendor:4507 8310724-JN11	Pitney Bowes Mailer Service Contract 3/30 to 6/30/11 Check Total:	600.00 600.00	06/20/2011	Check Sequence: 49 010-10-53240	ACH Enabled: No
Vendor:4388 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11 6.13.11	Pitney Bowes Reserve Account Prepaid Postage - Machine Prepaid Postage - Machine Check Total:	2.02 35.04 91.48 234.15 58.35 12.48 3.71 56.85 0.97 4.95 500.00	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 50 021-01-53300 010-04-53300 022-22-53300 010-03-53300 010-07-53300 010-02-53300 010-01-53300 010-03-53300 010-05-53300 020-20-53300	ACH Enabled: No
Vendor:4118 607841	Polydyne, Inc. 2300 lb tote Clarifloc Check Total:	2,645.00 2,645.00	06/20/2011	Check Sequence: 51 022-22-53040	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4470 May '11 stmt	PostaBox Postage/Blumenthal Uniforms/OACP-PD Check Total:	19.38 19.38	06/20/2011	Check Sequence: 52 010-07-53300	ACH Enabled: No
Vendor:4688 50529429-Jn '11	Protection One Security Service 6/17 to 7/16/11 Check Total:	54.95 54.95	06/20/2011	Check Sequence: 53 060-60-43360	ACH Enabled: No
Vendor:4612 7127033	Ryan Hercon Flow Solutions Mag drive pump-Wtr Dpt Check Total:	259.81 259.81	06/20/2011	Check Sequence: 54 021-04-53200	ACH Enabled: No
Vendor:0437 35527	S & W Electric Works, Inc. New Goulds 2HP submersible pump-WWTP Check Total:	1,064.42 1,064.42	06/20/2011	Check Sequence: 55 022-22-53470	ACH Enabled: No
Vendor:4764 June 2011	Shawna Lowy PD Shed rental June 2011 Check Total:	200.00 200.00	06/20/2011	Check Sequence: 56 010-07-53060	ACH Enabled: No
Vendor:3094 5115	Sheldon Oil Company Police fuel, May 2011 Check Total:	1,769.08 1,769.08	06/20/2011	Check Sequence: 57 010-07-53140	ACH Enabled: No
Vendor:0853 6.8.11	Terry Wright Reimb mi 171@ .51-Liability training-TW Check Total:	87.21 87.21	06/20/2011	Check Sequence: 58 010-07-53400	ACH Enabled: No
Vendor:0526 6.15.11 6.15.2011	Tillamook Chamber of Commerce Final TRT disbursement FY10-11 Final 10% TRT disbursement FY10-11 Check Total:	1,242.09 12,576.91 13,819.00	06/20/2011 06/20/2011	Check Sequence: 59 070-70-53580 070-70-53360	ACH Enabled: No
Vendor:0862 30221/1	Tillamook Co. Creamery Assoc Protective rubber gloves-St Dpt Check Total:	8.50 8.50	06/20/2011	Check Sequence: 60 010-09-53230	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4466 6.15.11	Tillamook Co. Fairboard Final TRT disbursement FY10-11 Check Total:	869.47 869.47	06/20/2011	Check Sequence: 61 070-70-53580	ACH Enabled: No
Vendor:4791 6.15.11	Tillamook Co. Pioneer Museum Final TRT disbursement FY10-11 Check Total:	1,087.81 1,087.81	06/20/2011	Check Sequence: 62 070-70-53580	ACH Enabled: No
Vendor:4430 5.31.11	Tillamook Co. Shopper, LLC Spring Cleanup ad Check Total:	50.00 50.00	06/20/2011	Check Sequence: 63 070-70-53370	ACH Enabled: No
Vendor:0498 734-195257 734-195787 734-196377 734-196738 734-196957	Tillamook Co. Solid Waste City trash run City trash run City trash run Trash run - Water Plant City trash run Check Total:	10.00 10.00 10.40 32.50 10.00 72.90	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 64 010-09-53230 010-09-53230 010-09-53230 021-04-53260 010-09-53230	ACH Enabled: No
Vendor:0525 May 2011	Tillamook Co. Treasurer LEMLA Assessment - May 2011 Check Total:	807.00 807.00	06/20/2011	Check Sequence: 65 010-00-41090	ACH Enabled: No
Vendor:0502 98282 98446 98648 98709 99190 99204 99394	Tillamook Farmer's Co-op 36" sledge handle-St Dpt Gal hand cleaner-St Dpt PVC assembly - St Dpt Rain bibs-WWTP Marking paint-St Dpt Twist fire nozzle-WWTP Weed killer for parks Check Total:	6.74 14.39 5.37 53.99 16.52 35.98 44.99 177.98	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 66 020-20-53230 020-20-53230 020-20-53210 022-22-53230 020-20-53230 022-22-53230 020-20-53230	ACH Enabled: No
Vendor:4248 6.15.11	Tillamook Farmer's Market Final TRT disbursement FY10-11 Check Total:	1,242.09 1,242.09	06/20/2011	Check Sequence: 67 070-70-53580	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4334 10094894	Tillamook Radio Shack 2GB memroy 2pk - PD Check Total:	19.99 19.99	06/20/2011	Check Sequence: 68 010-07-53270	ACH Enabled: No
Vendor:2051 12565	Timothy M. Dolan Professional Services Month of May 2011 Check Total:	355.00 355.00	06/20/2011	Chcck Sequence: 69 010-04-53060	ACH Enabled: No
Vendor:0670 B037834 B037862 B037889 B037901 B037913 B037963 B038015 B038023 B038050 less cr B038066 B038115 B038116 B038137 B038149 B038164 B038200	Tommie's Cleaners Dry cleaning, 5 pcs, Wright Dry cleaning, 3 pcs, Olson Dry cleaning, 2 pcs, Coleman Dry cleaning, 1 pc, Olson Dry cleaning, 6 pcs, Troxel Dry cleaning, 2 pcs, Coleman Dry cleaning, 2 pcs, Coleman Dry cleaning, 2 pcs, Troxcl Dry cleaning, 9 pcs, Bomar Dry cleaning, 2 pcs, Olson Dry cleaning, 4 pcs, McFarland Dry cleaning, 2 pcs, Wright Dry cleaning, 2 pcs, Troxel Dry cleaning, 3 pcs, Coleman Dry cleaning, 4 pcs, McFarland Dry cleaning, 2 pcs, Olson Check Total:	24.95 14.25 8.50 4.75 28.50 5.50 8.50 9.50 23.30 9.50 19.00 9.50 9.50 8.25 19.00 9.50 212.00	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 70 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410 010-07-53410	ACH Enabled: No
Vendor:1066 June 2011	U.S. Postal Service Postage for Water/Sewer bills June '11 Check Total:	370.00 370.00	06/20/2011	Check Sequence: 71 021-01-53300	ACH Enabled: No
Vendor:0541 8665038 8668599 8668667 8669240 8670468 8673970/8687367 8677211 8681033 8681476	United Pipe & Supply (80) 18" PVC pipe-Wtr Dpt (100) 18" PVC pipe-Wtr Dpt 18" waterous gate valve-Wtr Dpt (10) on/off floats w/collars-WWTP (10) 2 port MXUs-Wtr Dpt Fittings for stock less credit-Wtr Dpt 20 ft 6" PVC Pipe-Wtr Dpt Couplers & gate valves for stock-Wtr Dpt (10) float assemblies-WWTP	1,848.00 2,310.00 8,752.96 452.50 1,610.00 677.84 155.99 546.54 275.21	06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011 06/20/2011	Check Sequence: 72 021-06-55065 021-06-55065 021-06-55065 022-22-53470 021-06-53020 021-06-53250 021-04-53200 021-06-53250 022-22-53470	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	16,629.04			
Vendor:0713	Verizon Wireless, Bellevue			Check Sequence: 73	ACH Enabled: No
0980732398	964246907-00001 Sewer Cell Phones	111.59	06/20/2011	022-22-53420	
0980732399	964246907-00003 Water Cell Phones	275.72	06/20/2011	021-01-53420	
0980732400	964246907-00004 Street Cell Phones	93.78	06/20/2011	020-20-53420	
	Check Total:	481.09			
Vendor:4653	Walter E. Nelson Co.			Check Sequence: 74	ACH Enabled: No
330136	2 cs Enmotion paper towels-City Hall	144.42	06/20/2011	010-10-53230	
330254	3 cs Toilet tissue & cs towels-Parks	233.85	06/20/2011	010-09-53230	
	Check Total:	378.27			
Vendor:4039	Waterlab Corp.			Check Sequence: 75	ACH Enabled: No
56207	Wtr testing/various tests&locations	315.00	06/20/2011	021-06-58010	
56218	Fitzpatrick Wtr - routine testing 5.3.11	35.00	06/20/2011	021-06-58010	
56225	Hunt Water Dist. routine testing 5.3.11	35.00	06/20/2011	021-06-58010	
56269	Till Rvr Wtr - routine testing 5.3.11	35.00	06/20/2011	021-06-58010	
	Check Total:	420.00			
Vendor:4398	West Coast Linen			Check Sequence: 76	ACH Enabled: No
88208	Shop towel service-St Dpt	17.33	06/20/2011	020-20-53210	
89558	Shop towel service-St Dpt	17.33	06/20/2011	020-20-53230	
90895	Shop towel service-St Dpt	17.33	06/20/2011	020-20-53210	
	Check Total:	51.99			
Vendor:4901	WorkForce Consolidation Team			Check Sequence: 77	ACH Enabled: No
11-0270	Pengelly, for period 5/23 to 5/29/11	814.80	06/20/2011	022-22-53370	
11-0289	Pengelly, for period 5/31 to 6/5/11	651.84	06/20/2011	022-22-53370	
11-0309	Pengelly, for period 6/6 to 6/12/11	814.80	06/20/2011	022-22-53370	
11-0309	Kettner, for period 6/11/11	170.36	06/20/2011	010-07-53060	
	Check Total:	2,451.80			
Vendor:6044	Paul Wyntergreen			Check Sequence: 78	ACH Enabled: No
042756	Meals/room-State Parks Presentation-PW	405.30	06/20/2011	010-02-53400	
3997	Lunch with Big River-PW	12.78	06/20/2011	010-02-53800	
	Check Total:	418.08			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
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Total for Check Run:	81,808.74
Total Number of Checks:	78