



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

Phone: 503-842-2472

Fax: 503-842-3445

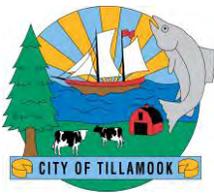
**Public Meeting Notice
December 14, 2011 - 5:30 PM
Tillamook City Hall – 210 Laurel Avenue – Tillamook Oregon 97141
Meeting Agenda**

1. **Call to Order and Roll Call**
2. **Approval of Minutes:** Regular Meeting Minutes of November 30, 2011
3. **Approval of Bills:** \$124,490.04
4. **Approval of Financial Report:** None
5. **Public Non-Agenda Items:** Public Concerns/Comments (5 minute limitation).
6. **Pending Business:**
 - a) Plan Amendment – Map and Acreage Updates
 - b) Financing Options for 3rd Street Improvement Project- Updates
 - c) Final Approval of TURA-City Parking Lot Lease Agreement
7. **New Business:**
 - a) Grant Loan Program Application from George & Carol Langlois, Tillamook Apts.
8. **Committee Reports and Project Updates:**
 - a) Elks Lodge Update – Invoice Approval and Payment of \$5,665.00
 - b) 3rd Street Improvement Project Invoice for December 2011- Approval and Payment of \$4,264.12
9. **Correspondence/Information:**
 - a) Presentation by Shawna Sykes, WorkSource NW Oregon – Jan. 25, 2012
10. **Concerns of the Board/ Non-Agenda Items**
11. **TURA Meetings:** December 28, 2011 @ 5:30 p.m.
12. **Adjournment**

This is a public meeting per ORS Chapter 192. The Board reserves the right to adjourn into Executive Session per ORS 192.660. The meeting location is accessible to persons with disabilities. Please contact the office of the City Manager of Tillamook at 503-842-2472 should special accommodations be required for citizens with visual or hearing impairment. Persons with hearing impairments may contact the Oregon Relay Service at 1-800-648-3458 (TDD) OR 1-800-648-4442 (VOICE)

**Posted December 12, 2011
Tillamook Fire District * Tillamook City Hall * Tillamook County Library *Tillamook County Court House**

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



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**TURA Regular Meeting
Wednesday – November 30, 2011 - 5:30 P.M.**

Board Members Present:

Chairman Don Hurd
Vice Chair Carolyn Decker
Alene Allen
Lynda Casey
Cheryl Davy
John Sandusky

Board Members Absent:

Dave Schrom (excused)

Staff Present:

Administrator Paul Wyntergreen; Executive Assistant Debbi Reeves

Guests/Public:

None

1. **Call to Order and Roll Call:** Chairman Hurd called the meeting to order at 5:30 p.m. Reeves did the roll call noting Schrom was excused.
2. **Approval of the Minutes:** Chairman Hurd asked for approval of the minutes if there were no corrections, additions, or deletions.
 - Sandusky made a motion to accept the minutes of November 9, 2011 as distributed. Allen seconded the motion. Ayes were received by all board members seated. The motion passed unanimously.
3. **Approval of the Bills:** Chairman Hurd asked for approval of the bills in the total amount of \$107.96.
 - Decker made a motion to pay the bills in the amount of \$107.96 (checks #604 - #605). Casey seconded the motion. Hurd called for the vote. Ayes were received by all board members seated. The motion passed unanimously.
4. **Financial Report:** Chairman Hurd asked Reeves if there was anything to report or questions on the financial statement. Reeves noted a couple of payments that were Façade Grant payments, were entered incorrectly into the Streetscapes line. These have been corrected and the board was given the corrected page as a handout. Hurd asked for approval of the October 31, 2011 Financial Statement.
 - Decker made a motion to approve the October 31, 2011 financial statement as

corrected. Sandusky seconded the motion. Hurd called for the vote. Ayes were received by all board members seated. The motion passed unanimously.

5. **Public Non-Agenda Items:** There were no public in attendance.

6. **Pending Business:**

a) **Plan Amendment – Tentative Map and Timeline Discussion:** Wyntergreen mentioned there was a handout with updated and minor changes regarding the potential acreage figures for the UR district changes and explained the maps. There was discussion. Wyntergreen went over each item on the list explaining why certain areas are potential areas for removal or addition. Casey commented Schrom email with his positive thoughts regarding the plan amendment revisions. Wyntergreen commented on the old Safeway site and FEMA regulations. There was discussion of possible usages. Wyntergreen mentioned sewer main upgrades in the 12th Street/Marolf Loop area in the future. Hurd noted Carnahan Park was in the Planning Commission Parks and Recreation Master Plan Draft. Reeves said she has had past conversations with City Planner Dave Mattison regarding TURA assistance with park upgrades. There was board discussion on infrastructure improvements and “Safe Routes To Schools” Grants. Sandusky commented it was a good plan. Wyntergreen said the County GIS would fine-tune the acreage numbers. Allen asked about Holden Creek plans and Sandusky explained what has been happening on the committee level.

➤ **Decker made a motion to approve the list of Plan Amendment Potential Changes subject to final acreage figures from the County GIS and to present the list to Elaine Howard for the Plan Amendment. Sandusky seconded the motion. Hurd called for the vote. Ayes were received by all board members seated. The motion passed unanimously**

Chairman Hurd spoke about the timeline Elaine Howard had mentioned in her most recent email. Wyntergreen said Howard needs a list of project ideas and that is why the board is setting up a work session to discuss potential projects. Consensus of the board was that March 2012, would be the earliest for Howard to have the Plan Amendment ready for Planning Commission, City Council, and County Commissioners if needed. Reeves will contact Howard and let her know of the March time line and the updated list of potential addition and removal sites.

b) **Financing of 3rd Street Improvement Project:** Decker asked why the board was discussing financing and Hurd explained TURA would need to arrange financing for the funding committed to on the 3rd Street Project. Hurd explained that he, Wyntergreen, and Reeves has met with Columbia Bank/Bank of Astoria representatives. Schrom had mentioned in his email that working in the past with TLC Credit Union has been good. Decker also noted the TLC customer service has been great. Reeves said an updated Loan Matrix was handed out with annual payment amounts from Bank of Astoria. Wyntergreen went over the matrix. There was discussion about TLC and the rates being higher than the other quotes. There was explanation and discussion about a loan from the City of Tillamook. There was discussion about service with Bank of Astoria, which Reeves will check out. Casey would still like to see what Sterling Savings Bank might offer.

Agency Board Members:

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

Wyntergreen mentioned US Bank had contacted him and **Reeves** and they are interested in making a proposal also. **Reeves** will contact Sterling Savings Bank and US Bank to notify them the proposal date was extended to December 9 and that the board would review them at the December 14, 2011 meeting. In board discussion, it was determined the financing would need to be in place by mid-January 2012.

7. **New Business:**

a) **Set Date for Work Session of Future Projects:** The board discussed the need for a work session. **Hurd** explained TURA needs to plan future projects and financial planning. **Howard** also needs this information for the Plan Amendment. **Reeves** said the January meetings are on the 11th and 25th and the board could meet before or after a meeting. **Decker** noted TURA has already spent a lot of money on the 3rd Street Project. **Wyntergreen** spoke about bonding and long-term financing. Consensus of the board was to meet on January 11, 2012 at 4 p.m. before the regular meeting.

8. **Committee Reports and Project Updates:**

a) **Streetscapes Committee:** **Casey** reported the Streetscapes Committee met on November 15 and discussed a Blade Sign Program for signs and brackets in the town center. She noted the creativity of the signs would be the choice of the business owner with TURA final approval if they are requesting a grant. The committee is planning the program and looking at continuity in sign placement. The board discussed the plans. **Casey** also mentioned, the TURA board had requested the Streetscapes Committee to expand the Pilot Project to include the entire block from 2nd Street to 3rd Street, Main to Ivy. The committee consented to this. **Sandusky** asked about the Pilot Program and **Wyntergreen** explained the concept.

b) **Elks Lodge:** **Chairman Hurd** commented on the looks of the Elks Club and that it looks good. **Reeves** said the final bills of \$5,665 were brought in by Bob Wester today and will be paid at the next meeting.

9. **Correspondence/Information:** **Reeves** reported the tax revenues are coming in and as of today over \$176,000 had been collected which is approximately 72%.

Allen mentioned the information regarding the “Safe Routes to School” was far past the date of applying for the grant. **Wyntergreen** added it was for informational purposes only so that TURA can be ready to file a Notice of Intent in the fall of 2012.

10. **Concerns of the Board:** **Reeves** mentioned **Saito** has made her monthly payment for November on her loan. She also noted **Saito** has not paid the final \$225 owing to NW Awning. **Hurd** will contact **Saito**. **Reeves** also noted **Janac** has paid \$9,000 towards his TURA loan.

Decker asked about building plaques, which was discussed. **Sandusky** noted the Historical Society places plaques on the building registered with their group.

Hurd mentioned **George and Carol Langlois** (Tillamook Apartments) is interested in painting the hotel in keep with the current look happening downtown. **Hurd** noted how nice it would look to have the hotel painted.

Hurd spoke about **Shawna Sites** who does local projections and the possibility of her making a presentation to the board. **Sandusky** noted her presentations are power point or handouts, covering economic indicators, unemployment, etc. **Reeves** will contact her about a possible presentation.

Sandusky asked about TURA finances and future payments, which the board discussed. There was also discussion about the Bi-Mart Complex and ODOT issues. **Wyntergreen** mentioned 3rd Street and Hwy 6 projects could also be a factor in the delay. There was discussion about ODOT.

11. **Meetings:** The next regular TURA meeting will be December 14, 2011 at 5:30 p.m.
12. **Adjournment:** With no further business, **Chairman Hurd** adjourned the meeting at 6:40 P.M.

Prepared by:
Debbi Reeves
Administrative Assistant

Reviewed by:

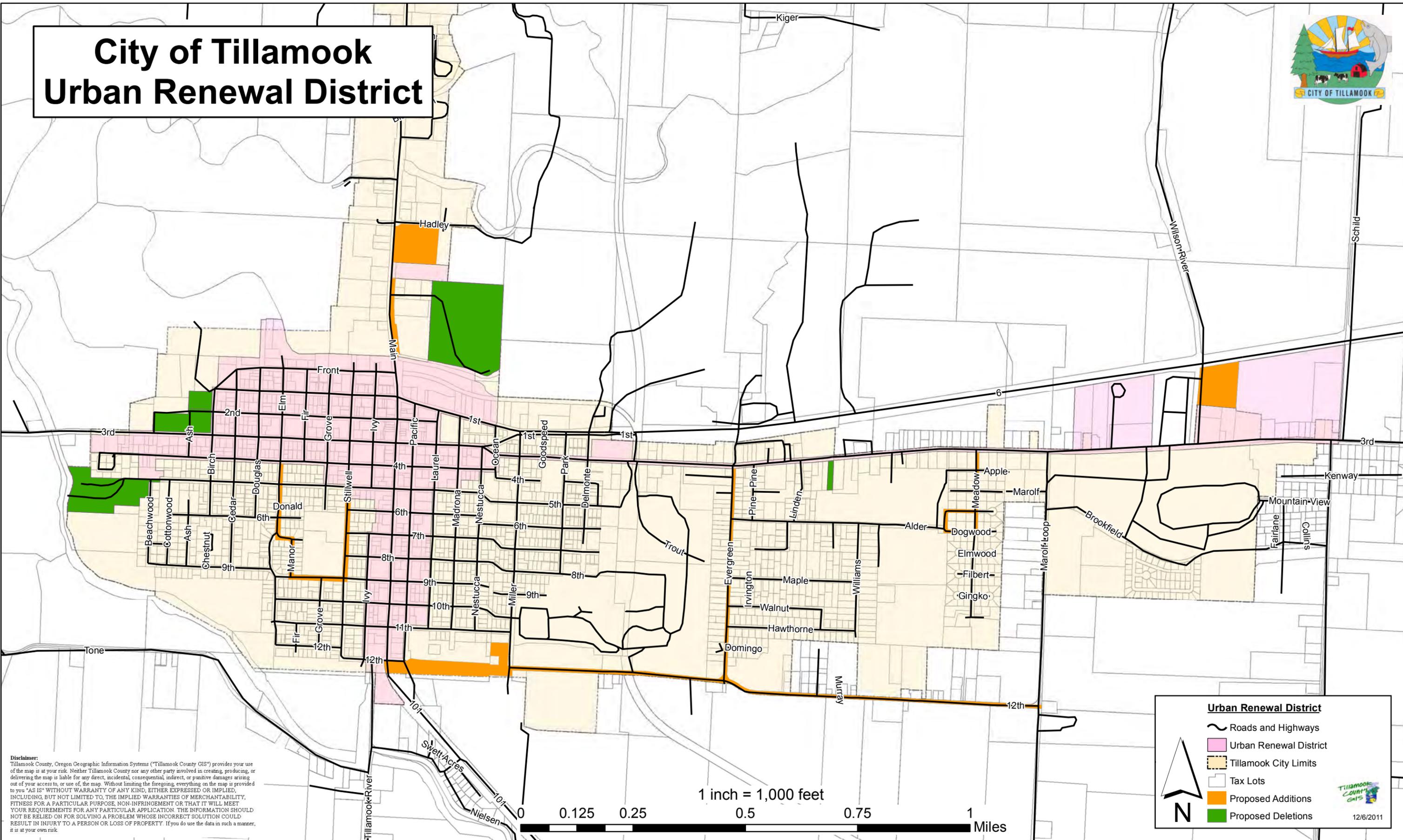
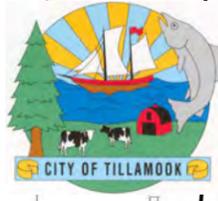
Don Hurd – Chairman

3:31 PM
 December 8, 2011
 Cash Basis

Tillamook Urban Renewal Agency
Check Report
 December 14, 2011

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Split</u>	<u>Paid Amount</u>
Dec 14, 11					
12/14/2011	606	TLC Federal Credit Union	71149 Annual Payment - Janac	71149 · TLC Loan #149 Combined Janac	-45,775.83
12/14/2011	607	TLC Federal Credit Union	71145 Annual Payment - Cameron	71145 · TLC Loan #145 Cameron	-41,085.19
12/14/2011	608	TLC Federal Credit Union	71151 Annual Payment - Parking Lot	71151 · TLC Loan #151 Parking Lot	-27,411.38
12/14/2011	609	TLC Federal Credit Union	70148 Interest Payment - 3rd Street Proj...	70148 · TLC Loan #148 3rd St Enginee...	-1,095.49
12/14/2011	610	Tillamook Elks Lodge #1437	70070 Facade Lopan/Grant - Elks Club B...	70070 · Facade Loan Grant	-5,665.00
12/14/2011	611	Elaine Howard Consulting LLC	62141 Plan Amendment Consulting Fees	62141 · Consulting Fees	-1,657.50
12/14/2011	612	Bryan P. Fitzsimmons CPA	62142 Financial Services October 2011	62142 · Financial/Audit Service	-750.00
12/14/2011	613	City of Tillamook	62145 Internet Services Nov 2011	62145 · Internet Web Services	-18.00
12/14/2011	614	Jeannette M Launer Attorney	62140 Legal Services Nov 2011	62140 · Legal Services	-180.00
12/14/2011	615	John H Tuthill & Associates	62140 Legal Services - Lease Agreement	62140 · Legal Services	-851.65
Dec 14, 11					-124,490.04

City of Tillamook Urban Renewal District



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Tillamook County, Oregon Geographic Information Systems ("Tillamook County GIS") provides your use of the map as at your risk. Neither Tillamook County nor any other party involved in creating, producing, or delivering the map is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, the map. Without limiting the foregoing, everything on the map is provided to you "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT IT WILL MEET YOUR REQUIREMENTS FOR ANY PARTICULAR APPLICATION. THE INFORMATION SHOULD NOT BE RELIED ON FOR SOLVING A PROBLEM WHOSE INCORRECT SOLUTION COULD RESULT IN INJURY TO A PERSON OR LOSS OF PROPERTY. If you do use the data in such a manner, it is at your own risk.

Urban Renewal District

- Roads and Highways
- Urban Renewal District
- Tillamook City Limits
- Tax Lots
- Proposed Additions
- Proposed Deletions

N

TILLAMOOK COUNTY GIS

12/6/2011

REMOVE	ACRES
WW Treatment/Carnahan Park	8.24
Hoquarton N/Coast Tire	19.15
City Shops	1.30
Hospital	3.70
Daniel Phillips	0.49
	<u>32.88</u>

ADD	ACRES
Safeway	5.33
ROW To Safeway	1.19
Stillwell/9TH ROW	3.90
12th, Main To Miller ROW, Child Care Center	6.06
Evergreen/12TH to Marolf ROW	8.71
Meadow/Cypress/Dogwood ROW	1.77
Neal Property	5.06
	<u>32.02</u>

Dated 12/6/2011

LEASE AGREEMENT

Between: Tillamook Urban Renewal Agency ("Landlord")
210 Laurel Avenue, Tillamook, Oregon 97141

And: City of Tillamook ("Tenant")
210 Laurel Avenue, Tillamook, Oregon 97141

Landlord leases to Tenant and Tenant leases from Landlord the following described property ("the Premises") on the terms and conditions stated below:

Premises Known As: 1st Street Parking Lot, 1815 1st Street, Tillamook, OR 97141.
See Exhibit A, attached hereto and by this reference incorporated herein.

Section 1. Occupancy

1.1 Original Term.

The term of this lease shall commence January 1, 2012, and continue through December 31, 2013, unless sooner terminated as hereinafter provided.

1.2 Possession.

Tenant's right to possession and obligations under the lease shall commence on January 1, 2012.

1.3 Renewal Option.

If the lease is not in default when each option is exercised or when the renewal term is to commence, Tenant shall have the option to renew this lease for five (5) successive terms of two (2) years each, as follows:

- (1) Each of the renewal terms shall commence on the day following expiration of the preceding term.
- (2) The option may be exercised by written notice to Landlord given not less than 120 days before the last day of the expiring term; and
- (3) The terms and conditions of the lease for each renewal term shall be identical with the original term.

Section 2. Percentage Rent

2.1 Amount.

Tenant shall pay to Landlord as percentage rent an amount equal to ten percent (10%) of Tenant's annual gross receipts received by Tenant for monthly parking fees for the Premises.

2.2 Definition of Gross Receipts.

The term gross receipts means the amount paid or payable for all services sold or provided from the Premises by Tenant or any other party, for cash or on credit and including the value of any exchanges. Services rendered by Tenant, directly or indirectly, from any other Premises because of orders originating in or arising out of business transacted on the Premises are included.

2.3 Quarterly Payments.

Payments of shall be made every three (3) months from the date of this Agreement with an adjustment to an annual basis at the end of each calendar year as provided below. Each quarterly payment shall be determined by applying the percentage to the gross receipts for the quarter

Section 3. Use of the Premises

3.1 Permitted Use.

The premises shall be primarily used for parking lot purposes. If this use is prohibited by law or governmental regulation, this lease shall terminate.

3.2. Restrictions on Use.

In connection with the use of the Premises, Tenant shall:

- (1) Conform to all applicable laws and regulations of any public authority affecting the Premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use;
- (2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term insurance policies, unless Tenant pays the additional cost of the insurance;
- (3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring Premises or that would tend to create a nuisance or damage the reputation of the Premises;
- (4) Retain four (4) RV parking spaces on the Premises as free public parking; and
- (5) Increase the monthly fee amount for parking spaces on the Premises from \$20 per parking space to \$30 per parking space.

3.3 Hazardous Substances.

Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of otherwise released on or under the Premises. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or

stored on the Premises. On the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligation.

Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvement on the Premises.

4.2. Tenant's Obligation.

Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance. The following shall also be the responsibility of the Tenant:

- (1) Repair and maintenance of sidewalks, landscaping, drives, curbs, and parking areas;
- (2) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees; and
- (3) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1).

4.3 Reimbursement for Repairs Assumed.

If Tenant fails or refuses to make repairs that are required by this Section 4, Landlord may make the repairs and charge the actual costs of repairs to Tenant. Such expenditures by Landlord shall be reimbursed by Tenant on demand together with interest at the rate of nine percent (9%) per annum from the date of expenditure by Landlord. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs that are the obligation of the other party and charge the other party for the resulting expense unless at least twenty-one (21) days before work is commenced, and the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

4.4 Inspection of Premises.

Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair.

Section 5. Alterations

5.1 Alterations Prohibited.

Tenant shall make no improvements or alterations on the Premises by either Landlord of any kind without first obtaining Landlord's written consent.

5.2. Ownership and Removal of Alterations.

All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed/made unless the applicable Landlord's written consent specifically provides otherwise. Improvements and alterations performed/made by Tenant shall, at Landlord's option, be removed by Tenant and the Premises restored unless the applicable Landlord's written consent specifically provides otherwise.

Section 6. Insurance

6.1 Insurance Required.

Tenant shall keep the Premises insured at Tenant's expense by an insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks.

6.2. Waiver of Subrogation.

Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by any of the risks enumerated in an insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agreed in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1 Property Taxes.

Tenant shall apply for tax exempt status of the Premises. If Tenant is unable to obtain tax exempt status for the Premises, Tenant shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2 Special Assessments.

If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes.

Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

7.4 Proration of Taxes.

Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 New Charges or Fees.

If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. Tenant, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by Landlord from this lease.

7.6 Payment of Utilities Charges.

Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. If any utility services are provided by or through Landlord, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand.

Section 8. Damage and Destruction

8.1 Partial Damage.

If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Tenant at the Tenant's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Tenant and shall be performed in accordance with the provisions of Section 4.2.

8.2 Destruction.

If the Premises are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the property before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Tenant shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Tenant's reasonable control.

8.3 Rent Abatement.

Rent shall be abated during the repair of any damage to the extent the Premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term.

If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 8.2.

Section 9. Eminent Domain

9.1 Partial Taking.

If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

- (1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation;
- (2) Landlord shall proceed as soon as reasonable possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that at the time of the condemnation;
- (3) After the date on which title vests in the condemning authority or an earlier date on which alteration or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value to the Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of rent, the amount shall be determined by arbitration in the manner provided in Section 15; and
- (4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking.

If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination by Landlord under Section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation.

Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of nine percent (9%) per by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that accrue as a result of a foreclosure or sale under lien.

10.2 Indemnification.

Tenant shall indemnify and defend Landlord from, and reimburse Landlord for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such cost, claim, loss, or liability that may be caused or contributed to in part by Landlord's own negligence or failure to effect any repair of maintenance required by this lease and including without limitation any cost, claim, 10 or liability suffered directly or from a third-party claim for damage to the Premises or any other persons or property arising out of or related to Tenant's failure to comply with Section 3.3. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises (except to the extent caused by Landlord's negligence or breach of duty under this lease).

Landlord shall have no liability for the failure or interruption of utilities.

10.3 Liability Insurance.

Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost:

Commercial general liability policy (occurrence version) in a responsible company with coverage for bodily injury and damage liability, personal and advertising injury liability, and payment with a general aggregate limit of not less than \$15,000,000 and a per occurrence limit of not less than \$5,000,000. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition to

by Premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days written notice to Landlord before any change or cancellation shall be furnished to Landlord before Tenant's occupancy of the property.

Section 11. Quiet Enjoyment

11.1 Landlord's Warranty.

Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises for the lawful claims of all persons during the lease term.

Section 12. Surrender at Expiration

12.1 Condition of Premises.

On expiration of the lease term or earlier termination on account of default, Tenant shall surrender the Premises in first-class condition. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be accepted, but repairs for which Tenant shall be completed to the latest practical date before such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

12.2 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to 150% of the rent last paid by Tenant during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 15.2, the tenancy shall be terminable at the end of any quarterly rental period on written notice from Landlord given not less than 10 days before the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to month-to-month tenancy.

Section 13. Termination of Lease.

Landlord and Tenant shall have the right to terminate the lease, providing the terminating party first provides the other party 120 written notice.

Section 14. Miscellaneous

14.1. Non-waiver.

Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Landlord's remedies for failure to perform such other obligations.

14.2 Attorney Fees.

If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

14.3 Notices.

Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either parties in writing.

14.5 Entry for Inspection.

Landlord shall have the right to enter on the Premises at any time to determine Tenant's compliance with this lease, to make necessary repairs to the building or the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this lease, to place and maintain on the Premises notices for leasing or selling of the Premises.

14.6 Interest on Rent and Other Charges.

Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of nine percent (9%) per annum (but not in any event at the rate greater than the maximum rate of interest permitted by law) for the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a five cents per dollar of the overdue payment to reimburse Landlord for the cost of collecting the overdue payment. Tenant shall pay the late charge on demand by Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

14.7 Time Essence.

Time is of the essence of the performance of each of Tenant's obligations under this lease.

TILLAMOOK COUNTY PUBLIC WORKS

503 MAROLF LOOP

TILLAMOOK, OR 97141

(503) 842-3419

Fax: (503) 842-6473

pubwks@co.tillamook.or.us

INVOICE

Invoice #: 1207111530

Date Printed: 12/7/2011

Customer Acct: 200

Payment Terms: 30 Days

Tillamook Urban Renewal Agency
210 Laurel Avenue
Tillamook, OR 97141

Date	Qty.	UOM	Description	Unit Price	Amount
12/7/2011	1	Each	NW Engineers Invoice #1427 Reimbursement	\$4,264.12	\$4,264.12
Total:					\$4,264.12

TILLAMOOK COUNTY PUBLIC WORKS

503 MAROLF LOOP
 TILLAMOOK, OR 97141
 (503) 842-3419 Fax (503) 842-6473
 pubwks@co.tillamook.or.us

STATEMENT

Date Printed: 12/7/2011
 Customer Acct: 200
 Payment Terms: 30 days

Tillamook Urban Renewal Agency
 210 Laurel Avenue
 Tillamook,, OR 97141

Ship To:

Invoice#	Invoice Date	Description	Invoice Total	Invoice Balance
1207111530	12/07/2011	NW Engineers Invoice #1427 Reimbursement	\$4,264.12	\$4,264.12
		Payment Date	Check #	Amount
				\$0.00
Invoice Activity Sub-Totals			\$0.00	\$4,264.12
Credits			Check #	Check Amount
			Total Credits	Remaining Balance
				\$0.00
Total Balance Due				\$4,264.12

Peggy Weitman

From: Greg Thiel [GregT@nw-eng.com]
Sent: Monday, December 05, 2011 8:35 AM
To: Peggy Weitman
Cc: Liane Welch
Subject: FW: Message from KMBT_C352 NW Engineers invoice-3rd Street
Attachments: SKMBT_C35211120509420.pdf

Here is our invoice-Hope most of the ODOT revisions are OK now.

Greg



Greg Thiel, PE
 Principal
 Cell 503.913.8098
great@nw-eng.com
www.nw-eng.com

NW Engineers, LLC
 19075 NW Tanasbourne Drive, Ste 160
 Hillsboro, Oregon 97124
 T 503.601.4401
 F 503.601.4402

This message is intended for the sole use of the individual to whom it is addressed. It may contain information that is privileged, confidential or exempt from disclosure under applicable laws. If you are not the intended addressee you are hereby notified that you may not use, copy, disclose, or distribute to anyone this message or any information contained within this message. If you have received this message in error, please immediately advise the sender by replying to this email and delete this message.

Sent: Monday, December 05, 2011 1:44 AM
To: gregt@nw-eng.com
Subject: Message from KMBT_C352

B693
 14-01
 163-16003-7103



INVOICE

Tillamook County
 Attn: Liane Welch
 201 Laurel Avenue
 Tillamook, OR 97141

Invoice No: 12-11 #1427
 Invoice Date: 01-Dec-11
 Due Date: Upon Receipt

Contract: N0151 Tillamook County 3rd Street Design
 For professional services through December 1, 2011.

Customer ID: H0039

Billing Summary

Contract Services Time Expense/Costs - NW Engineers, LLC

	Budget	Billed to date	Total
1 <u>Project Management</u>	\$6,650.00	\$6,431.51	\$0.00
2 <u>Survey</u>	\$31,500.00	\$33,452.99	\$0.00
3 <u>Offsite Survey</u>	\$5,250.00	\$5,250.00	\$0.00
4 <u>Geotechnical</u>	\$13,825.00	\$12,781.47	\$0.00
5 <u>Preliminary Civil Engineering</u>	\$26,616.00	\$30,364.14	\$0.00
6 <u>Preliminary Stormwater Engineering</u>	\$17,970.00	\$17,354.35	\$0.00
7 <u>Final Civil Engineering Design</u>	\$13,475.00	\$29,453.35	\$0.00
8 <u>Final Stormwater Design</u>	\$8,985.00	\$13,904.45	\$0.00
9 <u>Cost Estimates</u>	\$3,610.00	\$1,800.00	\$0.00
10 <u>Specification/Bidding Documents</u>	\$8,235.00	\$7,515.00	\$0.00
11 <u>NEPA</u>	\$2,350.00	\$664.13	\$0.00
12 <u>Right of Way Allowance (includes GRI)</u>	\$12,600.00	\$11,352.66	\$0.00
13 <u>Meetings/Open House</u>	\$10,960.00	\$4,671.73	\$0.00
14 <u>Modification #1</u>	\$10,000.00	\$9,385.00	\$0.00
15 <u>Modification #2</u>	\$2,100.00	\$1,008.00	\$0.00
16 <u>Modification #3 Surveying</u>	\$13,320.00	\$21,351.75	\$0.00
17 <u>Modification #3 Right of Way Work</u>	\$227,565.00	\$144,201.09	\$304.50
18 <u>Modification #3 Right of Way Drawings</u>	\$3,880.00	\$6,325.00	\$0.00
19 <u>Modification #3 Revise Specifications</u>	\$2,000.00	\$8,125.00	\$0.00
20 <u>Modification #3 ODOT Plan Revisions</u>	\$16,000.00	\$45,887.66	\$8,223.75
21 <u>Modification #3 ODOT Meetings</u>	\$3,160.00	\$1,856.63	\$0.00
22 <u>Modification #3 Water Main Additional Section</u>	\$3,160.00	\$4,635.00	\$0.00
Subtotal Time Expense/Costs	\$443,211.00	\$417,770.91	\$8,528.25

Total Invoice	\$8,528.25
----------------------	-------------------

Total Past Due \$ -

Approved By

Greg Thiel
 PROJECT MANAGER

Total Due Now \$8,528.25

NW Engineers
 19075 NW Tanasbourne Drive
 Suite 160
 Hillsboro, OR 97124
 Phone (503) 601-4401
 Fax (503) 601-4402

For professional services through December 1, 2011

Billing Detail				
Project Management				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Greg Thiel	Mileage			\$0.00
Greg Thiel	Meals			\$0.00
	Copies and postage			\$0.00
Subtotal				\$0.00
Survey				
Name	Designation	Hours	Rate	Amount
Baysid Surveying	Additional Topo			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Offsite Survey				
Name	Designation	Hours	Rate	Amount
Bayside Surveying	Office Site Surveying			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Geotechnical				
Name	Designation	Hours	Rate	Amount
Chinook GeoServices	Geotech field work			\$0.00
	5% markup			\$0.00
Subtotal				\$0.00
Preliminary Civil Engineering				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Subtotal				\$0.00
Preliminary Stormwater Engineering				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Subtotal				\$0.00

NW Engineers
 19075 NW Tanasbourne Drive
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Final Civil Engineering Design

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Matt Clemens	Technician	0	\$90.00	\$0.00
Richard Gitschlag, PE	Engineer	0	\$95.00	\$0.00
	5% markup			\$0.00
Richard Gitschlag, PE	Copying			\$0.00
Richard Gitschlag, PE	Mileage			\$0.00
Subtotal				\$0.00

Final Stormwater Design

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Chris Baker	Planning Designer	0	\$90.00	\$0.00
Danelle Isenhardt	Planning Designer	0	\$90.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Clint Davis	Engineer	0	\$75.00	\$0.00
Clint Davis	Mileage			\$0.00
Subtotal				\$0.00

Cost Estimates

Name	Designation	Hours	Rate	Amount
Matt Clemens	Technician		\$90.00	\$0.00
Subtotal				\$0.00

Specification/Bidding Documents

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Danelle Isenhardt	Planning Designer	0	\$90.00	\$0.00
Subtotal				\$0.00

NEPA

Name	Designation	Hours	Rate	Amount
Subtotal				\$0.00

Right of Way Allowance (Includes GRI)

Name	Designation	Hours	Rate	Amount
GRI Invoice Markup				
Subtotal				\$0.00

NW Engineers
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 Suite 160
 Hillsboro, OR 97124
 Phone (503) 601-4401
 Fax (503) 601-4402

Meetings/Open House

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Subtotal				\$0.00

Modification #1

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Matt Clemens	Technologist		0 \$90.00	\$0.00
Subtotal				\$0.00

Modification #2

Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				
Subtotal				\$0.00

Modification #3 Surveying

Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				\$0.00
Subtotal				\$0.00

Modification #3 Right of Way Work

Name	Designation	Hours	Rate	Amount
Right of Way Associates	ROWA Invoice November			\$300.00
				\$0.00
Markup-	Markup			\$0.00
Subtotal				\$4.50
				\$304.50

Modification #3 Right of Way Drawings

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Matt Clemens	Technologist		0 \$90.00	\$0.00
Subtotal				\$0.00

NW Engineers
 19075 NW Tanasbourne Drive
 Suite 160
 Hillsboro, OR 97124
 Phone (503) 601-4401
 Fax (503) 601-4402

Modification #3 Revise Specifications				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Subtotal				\$0.00
Modification #3 ODOT Plan Revisions				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	52.5	\$90.00	\$4,725.00
Greg Thiel	Division Manager	24	\$125.00	\$3,000.00
Chris Baker	Technologist	0	\$90.00	\$0.00
NCES	NCES Bill		\$475.00	\$475.00
Chinook GeoServices	Chinook GeoServices Invoice			\$0.00
Mark up	NCES			\$23.75
Greg Thiel	Mileage	0	0.585	\$0.00
Subtotal				\$8,223.75
Modification #3 ODOT Meetings				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Mileage-G. Thiel	100 miles @ \$0.585			\$0.00
Subtotal				\$0.00
Modification #3 Water Main Additional Section				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	0	\$90.00	\$0.00
Chris Baker	Technologist	0	\$90.00	\$0.00
Subtotal				\$0.00
Project Total				\$8,528.25

NW Engineers
19075 NW Tanasbourne Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402

Meetings/Open House

Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Subtotal				\$0.00
Modification #1				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		0 \$125.00	\$0.00
Matt Clemens	Technologist		0 \$90.00	\$0.00
Subtotal				\$0.00
Modification #2				
Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				
Subtotal				\$0.00
Modification #3 Surveying				
Name	Designation	Hours	Rate	Amount
Bayside Surveying Markup				\$0.00
Subtotal				\$0.00
Modification #3 Right of Way Work				
Name	Designation	Hours	Rate	Amount
Right of Way Associates	ROWA Invoice November			\$300.00
				\$0.00
Markup-	Markup			\$0.00
Subtotal				\$4.50
				\$304.50
Modification #3 Right of Way Drawings				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager		\$125.00	\$0.00
Matt Clemens	Technologist		0 \$90.00	\$0.00
Subtotal				\$0.00

NW Engineers
 19075 NW Tanasbourne Drive
 Suite 160
 Hillsboro, OR 97124
 Phone (503) 601-4401
 Fax (503) 601-4402

Modification #3 Revise Specifications				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Subtotal				\$0.00
Modification #3 ODOT Plan Revisions				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	52.5	\$90.00	\$4,725.00
Greg Thiel	Division Manager	24	\$125.00	\$3,000.00
Chris Baker	Technologist	0	\$90.00	\$0.00
NCES	NCES Bill		\$475.00	\$475.00
Chinook GeoServices	Chinook GeoServices Invoice			\$0.00
Mark up	NCES			\$23.75
Greg Thiel	Mileage	0	0.585	\$0.00
Subtotal				\$8,223.75
Modification #3 ODOT Meetings				
Name	Designation	Hours	Rate	Amount
Greg Thiel	Division Manager	0	\$125.00	\$0.00
Matt Clemens	Technologist	0	\$90.00	\$0.00
Mileage-G. Thiel	100 miles @ \$0.585			\$0.00
Subtotal				\$0.00
Modification #3 Water Main Additional Section				
Name	Designation	Hours	Rate	Amount
Matt Clemens	Technologist	0	\$90.00	\$0.00
Chris Baker	Technologist	0	\$90.00	\$0.00
Subtotal				\$0.00
Project Total				<u>\$8,528.25</u>

NW Engineers
19075 NW Tanasbourne Drive
Suite 160
Hillsboro, OR 97124
Phone (503) 601-4401
Fax (503) 601-4402



Right-of-Way Associates, Inc.
 10186 SW Laurel St.
 Beaverton, OR 97005
 Phone: (503) 644-3436 Fax: (503) 644-7400

NW Engineers LLC
 Attn: Greg Thiel
 19075 NW Tanasbourne Dr, Ste 160
 Hillsboro, OR 97124

Date:
 11/17/2011
INVOICE
 11002-103111-013

Job Number	Project Name	Due Date
11-002	3rd Street Road & Drainage	Net 30 Days
Contract Expiration Date: December 31, 2011		
Services Provided		Amount
For Direct Costs between 9/01/2011 and 9/30/2011 3rd Street Road and Drainage		\$ -
Direct Costs:		
Avidson & Associates, Inc. - Reviews		
Coy.31		150.00
Brennan.32		150.00
Total Invoice Amount:		\$ 300.00
Account Status - Summary to Date		
Authorized Limit		\$ 224,200.00
Previously Billed	156,082.36	
This Billing	300.00	
Total Billings to Date	\$ 156,382.36	
Remaining Funds		\$ 67,817.64

NW Engineers, LLC
 Payable

Project No.	
Invoice No.	
Invoice Date	
Due Date	

J. S. Shaw
11/18/11

Avidson & Associates Inc
4535 SW 96t Ave #130
Beaverton, OR 97005

Invoice

Invoice #: 110901
Invoice Date: 9/21/2011

Bill To:
ROWA, Inc.
10186 SW Laurel St.
Beaverton, OR 97005

Project:
P.O. Number:

Date	Description	Amount
9/21/2011	Review of 2 appraisal update reports prepared by William Adams, MAI for the "3rd Street Road and Drainage Project" by Tillamook County. Reviewed files are: #31 (Coy) and #32 (Brennan) 2 Reviews @ \$150	300.00

Full Payment Due Within 30 Days

Total	\$300.00
Payments/Credits	\$0.00
Balance Due	\$300.00

NCES

North Coast
Engineering Services
Richard G. Gitschlag, P.E.
508 McCormick Loop
Tillamook Ore 97141

Ph 503. 842. 5591
Cell 503. 801. 1295

rich_gitsch@yahoo.com

DECEMBER 1, 2011

NW Engineers, LLC
19075 NW Tanasbourne Dr.
Hillsboro, Ore. 97124

Attn: Greg Thiel

Re: Third Street Reconstruction
NCES Project #0262

Dear Greg:

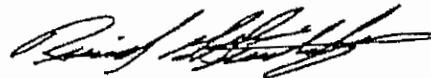
Here is a breakdown of the services for the 3rd Street reconstruction, Tillamook, Oregon, through November 30, 2011

Description	Hours	Billed Cost
10/03/2011 to 11/30/2011 Meeting w/ PUD, Utilities	4.0	380.00
Misc. Ph Calls, eMails, etc.	1.0	95.00
Out of Pocket (Copying)		0.00
Out of Pocket (Postage)		0.00
Milage:		0.00
Subtotal	5.0	
Credits:		0.00
Total Due This Period:		\$ 475.00

Previously Billed: \$ 19,937.69
Project to Date: \$ 20,412.69

If you have any further questions or comments, please feel free to call me.

Sincerely:



Richard G. Gitschlag, P.E.

Please return your payment with a copy of this invoice to,
NCES, 508 McCormick Loop, Tillamook, Ore. 97141

Billing Detail November 30, 2011

<u>Date:</u>	<u>Description</u>	<u>Hours</u>	<u>Miles</u>	<u>Other</u>	<u>Rate</u>	<u>Amount Billed</u>
10/3/2011	Meet w/ Utilities @ PUD	3.00			95.00	285.00
10/11/2011	Ph Calls to/fr Greg, Contractors	0.50			95.00	47.50
10/27/2011	Meet w/ Derek @ PUD	0.50			95.00	47.50
11/30/2011	Calc zS/W Elevs for Tel Co, eMail	1.00			95.00	95.00
Total:		5.00	0.0	0.00		475.50

THIRD STREET DESIGN CONTRACT WITH NW ENGINEERS			
COUNTY PORTION	\$11,000.00	(our portion was paid on 8/3/10 payment)	
TURA PORTION	<u>\$151,026.00</u>		
TOTAL CONTRACT AMOUNT	\$162,026.00		
Change Order # 1	\$10,000.00		
Change Order # 2	\$2,100.00	\$174,126.00	
Change Order #3	\$269,085.00	TURA will pay \$133,000 and County will pay \$136,085.00	
TOTAL WITH CHANGES	\$443,211.00		
7/10/2010	Invoice #1126	18,109.85	County paid \$11,000 TURA paid \$7,109.85
8/10/2010	Invoice #1130	28,699.67	
9/30/2010	Invoice #1156	21,365.56	
11/1/2010	Invoice #1174	25,675.90	
12/1/2010	Invoice #1184	28,216.43	
1/3/2011	Invoice #1200	18,477.75	
2/1/2011	Invoice # 1192	17,092.03	
3/1/2011	Invoice #1199	10,491.89	
4/1/2011	Invoice #1228	5,996.92	last payment on \$174,126.00 Portion
4/1/2011	Invoice 1228	7,567.11	First payment on \$269,085.00 will divide 50% each agency
5/3/2011	Invoice #1247	24,314.00	50% each agency
6/1/2011	Invoice #1272	36,801.64	50% each agency
6/30/2011	Invoice #1281	25,205.25	50% each agency
7/31/2011	Invoice #1291	30,588.38	50% each agency (only paid \$15,294.19 owe \$15,294.19)
8/12/2011	Invoice #1302	37,449.31	50% each agency
9/1/2011	Invoice #1307	37,722.71	50% each agency
10/1/2011	Invoice #1386	1,439.78	50% each agency
10/31/2011	Invoice #1410	35,534.72	50% each agency
12/7/2011	Invoice #1427	8,528.25	50% each agency
Paid to Date		419,277.15	
Balance on Contract		\$23,933.85	

ENGINEERING COSTS & ROW COMPENSATION PAID BY THE		
	COUNTY	
ROW COMPENSATION		\$27,000.00
ENVIRONMENTAL		\$17,898.00
HISTORICAL		\$9,200.00
	TOTAL	\$54,098.00

Starting 4/1/11 \$269,085.00 bills will be divided 50% to each agency		
TURA	COUNTY	
133,000.00	136,085.00	
3,783.56	3,783.56	4/1/2011
12,157.00	12,157.00	5/3/2011
18,400.82	18,400.82	6/1/2011
12,602.62	12,602.63	7/5/2011
15,294.19	15,294.19	8/2/2011
18,724.65	18,724.66	8/15/2011
18,861.35	18,861.36	9/7/2011
719.89	719.89	10/1/2011
17,767.36	17,767.36	11/8/2011
4,264.12	4,264.13	
122,575.56	122,575.60	Paid to Date
10,424.44	13,509.40	Balance

TURA REIMBURSEMENT

DATE BILLED	AMOUNT	DATE RECEIVED
8/3/2010	\$7,109.85	9/2/2010
9/1/2010	\$28,699.67	9/13/2010
10/6/2010	\$21,365.56	10/29/2010
11/1/2010	\$25,675.90	11/15/2010
12/1/2010	\$28,216.43	12/29/2010
1/3/2011	\$18,477.75	1/18/2011
2/3/2011	\$17,092.03	2/28/2011
3/1/2011	\$10,491.89	3/22/2011
4/1/2011	\$9,780.48	4/27/2011
5/3/2011	\$12,157.00	5/24/2011
6/1/2011	\$18,400.82	6/13/2011
7/5/2011	\$12,602.62	7/20/2011
8/2/2011	\$15,294.19	8/18/2011
8/15/2011	\$18,724.65	8/29/2011
9/7/2011	\$18,861.36	9/27/2011
10/1/2011	\$719.89	11/1/2011
11/8/2011	\$17,767.36	11/15/2011
12/7/2011	\$4,264.12	
Total TURA Reimbursement	\$285,701.57	

Debbi Reeves

From: Debbi Reeves <dreeves@tillamookor.gov>
Sent: Wednesday, December 07, 2011 4:37 PM
To: 'Shawna L SYKES'
Subject: RE: Tillamook Urban Renewal Agency would like a presentation

We meet at City Hall, 210 Laurel Avenue in the Council Chamber. The meeting is at 5:30 pm. Let me know if there is anything I can help with from my end. I will add you to the agenda! Thank you!!

Debbi Reeves | Executive Assistant to the City Manager | City of Tillamook & Tillamook Urban Renewal Agency
210 Laurel Avenue | Tillamook, OR 97141
ph: 503.842.2472 ext. 3463 | fax:503.842.3445
Email: dreeves@tillamookor.gov

From: Shawna L SYKES [<mailto:shawna.l.sykes@state.or.us>]
Sent: Wednesday, December 07, 2011 3:54 PM
To: dreeves@tillamookor.gov
Subject: Re: Tillamook Urban Renewal Agency would like a presentation

Hi Debbi,
I'd be happy to do a presentation for the TURA and January 25th would work best for me if that works for you. Where and what time does the group meet? Let me know and I will add it to my calendar.

Shawna Sykes, Workforce Analyst
WorkSource Northwest Oregon
Employment Department Research Division
Shawna.L.Sykes@state.or.us
500 N. Hwy. 30, Suite 320
St. Helens, OR 97051
Desk Phone: 503.397.4995 ext. 232
Cell Phone: 503.396.7355
Fax: 503.397.7154
Learn more about the Oregon economy
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Use our on-line survey at: www.qualityinfo.org/emails

>>> "Debbi Reeves" <dreeves@tillamookor.gov> 12/7/2011 3:49 PM >>>

Hi Shawna,
City Manager Paul Wyntergreen gave me your email address. The Tillamook Urban Renewal Agency met last week and you were in their conversation. Would you be able to come to one of the board meetings in the next month or so and make a presentation regarding local economics, unemployment, etc.? The TURA board meetings coming up are on December 28, 2011, January 11, 2012 and January 25, 2012. If any of those dates would work for you we would love to get you added to the agenda.