



# AGENDA

## ASTORIA CITY COUNCIL

March 21, 2016

Immediately Follows ADC Meeting  
2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. PRESENTATIONS

- (a) Swearing in of New Police Officer Kevin Berry
- (b) Astoria Downtown Historic District Association

6. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- (a) Boards and Commissions Minutes
  - (1) Historic Landmarks Commission Meeting of 1/19/16
  - (2) Historic Landmarks Commission Meeting of 2/16/16
  - (3) Planning Commission Meeting of 2/23/16
- (b) Accept Grant Funds from DLCD and Authorize Solicitation for Consultant Services for Economic Development Strategy (Community Development)
- (c) OR202 Sidewalk – STP Fund Transfer for Preliminary Engineering (Public Works)
- (d) Change Order for Irving Avenue Bridge at 19<sup>th</sup> Street – Waterline Replacement Upgrade (Public Works)

7. REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- (a) Ordinance Granting a Nonexclusive Right and Franchise to CoastCom, Inc. (2<sup>nd</sup> reading & adoption) (City Attorney/Finance)
- (b) Authorization to Award Contract for Parks and Recreation Management System (Parks)

8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.



# CITY OF ASTORIA

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March 17, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF MARCH 21, 2016

### PRESENTATIONS

**Item 5(a): Swearing In of New Police Officer Kevin Berry**

The Mayor will swear in new Astoria Police Department Officer Kevin Berry.

**Item 5(b): Astoria Downtown Historic District Association (ADHDA)**

Representatives from the ADHDA will provide Council with a report regarding their projects from the past year.

### CONSENT CALENDAR

**Item 6(a): Boards and Commissions Minutes**

The minutes of the (1) Historic Landmarks Commission meeting of January 19, 2016, (2) Historic Landmarks Commission meeting of February 16, 2016, and (3) Planning Commission meeting of February 23, 2016 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**Item 6(b): Accept Grant Funds from DLCD and Authorize Solicitation for Consultant Services for Economic Development Strategy (Community Development)**

On September 21, 2015 staff requested authorization to submit a grant to the Department of Land Conservation & Development (DLCD) for assistance in creating the City's first Economic Development Strategy. The grant award is \$40,000. The funds will offset the cost of hiring professional services to conduct the required analysis and the development of a five year action plan. Attached is a grant agreement from DLCD to accept the funds. The grant funds are available this fiscal year but will not be expended until FY2016-2017. Since this is a citywide effort, staff is proposing matching funds (in an amount up to 40 percent of the project cost) from a combination of sources: Community Development

General Fund and Astor West Urban Renewal District. These funds will be included in the proposed FY2016-2017 Budget. The final amount of matching funds will be determined after contract negotiations are completed. Staff would like to initiate the solicitation process to hire a qualified consultant team. Attached is a draft Request for Qualifications for reference. Once a consultant is selected, staff will negotiate a scope of work with the consultant in conjunction with economic development partners and come back to Council for authorization to execute a contract with a finalized project budget. It is recommended that the City Council authorize staff to solicit professional services for the project and authorize the Mayor to sign the grant agreement subsequent to a final deadline being decided between the City and DLCD.

**Item 6(c): OR202 Sidewalk – STP Fund Transfer for Preliminary Engineering (Public Works)**

On January 19, 2016, Council approved the Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) to secure funding for the OR202: High School to Hanover Street Sidewalk Project. The Agreement provides Multimodal Transportation Enhance Program (MTEP) funds in the amount of \$2,243,250 with the City being responsible for a match of \$256,750, for a project total of \$2,500,000. ODOT is currently in the process of programming funds for the project and has requested that the City deposit its share of the preliminary engineering cost so that preliminary engineering solicitation documents can be prepared. The preliminary engineering cost is \$250,000 including the City's share, \$25,675.00 (10.27%). Staff recommends utilizing the City's allocated Surface Transportation Program (STP) funds as a match for this work. This can be completed through a Fund Exchange Agreement. The City will need to request that \$27,313.83 of our STP funds be exchanged. The City's current STP fund balance is \$148,128.11. If authorized, staff will submit a formal request to ODOT for the fund exchange and follow up with the necessary ODOT agreement. It is recommended that Council authorize staff to request an STP Fund Exchange to provide the Preliminary Engineering match for the OR202: High School to Hanover Street Sidewalk Project.

**Item 6(d) Change Order for Irving Avenue Bridge at 19<sup>th</sup> Street – Waterline Replacement Upgrade (Public Works)**

At the November 18, 2013 City Council meeting, Council authorized Intergovernmental Agreement (IGA) Amendment #1 with the Oregon Department of Transportation (ODOT) to include replacement of the existing City waterline along with the bridge replacement. The cost of the new waterline was funded by a combination of both ODOT grant funds and City matching funds. During the project it was determined that the size of the waterline needed to be increased to accommodate fire flows. ODOT initially indicated that the additional cost for upsizing could be funded out of the project budget. During the ODOT project closeout process it was later determined that the already deposited City match funds from the project budget could not be used for the additional costs. The additional cost for the waterline is documented in the attached ODOT change order at a City cost of \$44,911.05. It is proposed that the Public Works Improvement

Fund (PWIF) be used to fund the improvements since it would have been used otherwise to fund the replacement of the waterline if not for the bridge project. It is recommended that City Council authorize the City Manager to sign the ODOT Change Order for the additional waterline costs of \$44,911.05 to be expended out of the Public Works Improvement Fund.

## **REGULAR AGENDA ITEMS**

**Item 7(a): Ordinance Granting a Nonexclusive Right and Franchise to CoastCom, Inc. (2<sup>nd</sup> reading & adoption) (City Attorney/Finance)**

This proposed ordinance received its first reading at the March 7, 2016 City Council meeting. The City of Astoria has telecommunication franchise agreements with several telecommunication and utility service providers who utilize City public rights-of-way for the placement of infrastructure. In 2008, the City of Astoria granted CoastCom, Inc., nonexclusive right and entered into a five year franchise allowing CoastCom to construct, operate and maintain telecommunications system in the City's rights-of-way. Ordinance No. 08-03 with CoastCom, Inc., terminated September 19, 2013. CoastCom has continued to pay franchise fees to the City per the expired ordinance and wishes to renew nonexclusive right and franchise. CoastCom, Inc., provides telecommunications services to Clatsop County, LS Networks, Sunset Empire Transportation, and the City of Astoria. The provisions of this franchise are similar to franchise agreements negotiated with other users of public rights-of-way. Presented for Council's consideration is a proposed ordinance drafted by City Attorney Henningsgaard granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. It is recommended that City Council conduct the second reading and adopt the ordinance.

**Item 7(b): Authorization to Award Contract for Parks and Recreation Management System (Parks)**

In the Fiscal Year 2015-2016 budget, the Astoria City Council allocated \$55,000 of Capital Improvement Funds for a point of sale and registration software system, also known as a Recreation Management System, for the Parks and Recreation Department. On December 7, 2015 City Council authorized the request to solicit proposals for this system. While Department staff began investigating Recreation Management Systems, the Comprehensive Parks and Recreation Master Plan needs assessment was developing several draft conclusions relating to a Park Maintenance Management System in addition to a Recreation Management System. With the additional identified need of a Maintenance Management System, the Department included the amenities provided by a Maintenance Management System in the request for proposals to evaluate what possible costs would be.

Between December and March, Department staff and the City's IT consultants focus, evaluated proposals, interviewed the proposers, and viewed product demonstrations. To fund the purchase and associated startup costs of \$126,632, staff proposes reallocating the budgeted \$72,000 in Capital Improvement Funds

for weed eradication and reseeding at Ocean View Cemetery to be combined with the previously allocated \$55,000 for a point of sale and registration system, totaling \$127,000 for a Parks and Recreation Management System. It is recommended that the City Council award a contract with Vermont Systems in the amount of \$103,820 and enter into a software license, maintenance and support agreement in the annual amount of \$11,094 the for the purchase, maintenance, and support of a Parks and Recreation Management System in order to have an effective and efficient Parks and Recreation Department that meets the needs of the community.

## **HISTORIC LANDMARKS COMMISSION MEETING**

City Council Chambers  
January 19, 2016

### CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:15 p.m.

### ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Commissioners Jack Osterberg, Paul Caruana, Mac Burns, Kevin McHone, and Thomas Stanley.

Commissioners Excused: Vice President Michelle Dieffenbach

Staff Present: Community Development Director Kevin Cronin and Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### ELECTIONS OF OFFICERS – ITEM 3(a):

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the HLC needs to elect officers for 2016. The 2015 officers were: President LJ Gunderson, Vice President Michelle Dieffenbach, and Secretary Sherri Williams.

Commissioner Burns moved to reappoint LJ Gunderson as President, Michelle Dieffenbach as Vice President, and Sherri Williams as Secretary of the Historic Landmarks Commission (HLC) for 2016; seconded by Commissioner Stanley. Ayes: President Gunderson, Commissioners Caruana, Osterberg, Burns, Stanley, and McHone. Nays: None.

### APPROVAL OF MINUTES – ITEM 4(a):

President Gunderson asked if there were any changes to the minutes of the December 15, 2015 meeting.

Commissioner Burns noted that Andrew Bornstein's name had been misspelled on Page 1.

Commissioner Osterberg moved to approve the minutes of December 15, 2015 as corrected; seconded by Commissioner Burns. Ayes: President Gunderson, Commissioners Caruana, Osterberg, Burns, Stanley, and McHone. Nays: None.

### PUBLIC HEARINGS:

President Gunderson explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

### ITEM 5(a):

NC15-07 New Construction NC15-07 by Ed Overbay, Overbay Houseworks for Craig MacPherson to add an attached garage connected by a breezeway to an existing single family dwelling at 676 Irving in the R-2, Medium Density Residential zone. This item was continued from the December 15, 2015 meeting.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Director Cronin presented the updated Staff report and recommended approval with conditions.

President Gunderson confirmed there were no questions for Staff. She opened public testimony for the hearing and asked for the Applicant's presentation.

Ed Overbay, 221 South Street, Astoria, said the updated Staff report now included larger elevations that show what work has and has not yet been completed. He asked if there were any questions about the new documentation.

President Gunderson noted the Applicant had provided a lot of the information the HLC had requested at the last public hearing. Commissioner Osterberg added that his questions had been answered by the newly submitted information, which included information about the lighting fixtures. He thanked Mr. Overbay for the additional information. Commissioner Burns confirmed he had no questions and thanked Mr. Overbay and Staff for refilling the application. Commissioner Stanley stated he had no objections.

Commissioner Caruana confirmed that the barge and fascia boards on the garage would match the house. He asked for information about the attachment to the application and wanted to know if the beam that carries the deck on the back side would be painted. Mr. Overbay explained the attachment shows the existing siding around the house, which will be repeated on the garage. He confirmed the beam coming down off the stairs, shown on the north elevation, would be concrete.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff.

Director Cronin asked if there was a difference between a beauty board and a belly board.

Mr. Overbay said a belly board is generally on the bottom. He has seen beauty boards in several different applications, like over the windows or on top of the soffit. However, he did not have a technical answer.

President Gunderson closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC15-07 by Ed Overbay; seconded by Commissioner Stanley. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

Mr. Overbay thanked the HLC for being thorough as a panel and for their service to the process.

ITEM 5(b):

NC15-08      New Construction NC15-08 by Daniel Peters to construct an approximate 484 square foot detached garage on the south elevation, adjacent to an historic structure at 726 27<sup>th</sup> Street in the R-2, Medium Density Residential zone.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Commissioner Osterberg asked how he should interpret Condition of Approval 2 on Page 8 of the Staff report, which stated the windows shall be installed at a historic depth. Planner Ferber explained the windows would need to match the other existing windows on the house and not protrude out from the house.

President Gunderson noted Page 4 of the Staff report states tongue and groove siding would be used, but Page 7 states the siding would be cedar shingles. Director Cronin confirmed the Applicant would clarify this and noted no communications had been received after the public notice was published and mailed.

President Gunderson opened public testimony for the hearing and asked for the Applicant's presentation.

Daniel Peters, 726 27<sup>th</sup> Street, Astoria, said the siding would be horizontal 1-inch by 6-inch tongue and groove and the cedar shingles will be the fish scales on the gable end.

Commissioner Osterberg asked if the photo of the proposed garage door in the Staff report was an exact representation of what the Applicant had planned or just a similar looking door.

Mr. Peters said the photo showed a door of a similar style to what he planned to install. He might build the door to look exactly like the photo. If the door installed is different, it would not be significantly different. The only difference would be that the door might have four lights in each panel instead of six.

Commissioner Caruana asked if the size of the door and window trim, fascia, and barge boards was included in the Staff report.

Mr. Peters confirmed all of those details would match the house, which has 1-inch by 6-inch corner boards and window trim. He also confirmed the garage would also have a freeze board underneath the soffits and overhangs to match the house.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff. There were none. She closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Burns said the garage would look better than the existing structure.

Commissioner Osterberg believed the proposal looked fine. He was pleased with some of the details because they will match the house substantially. Commissioner McHone agreed.

Commissioner Caruana was fine with the plans but wanted the Staff report to state that the corner boards, window trim, and soffit details would match the house. The Staff report already includes a photo of these details on the house, which can be used as a reference.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC15-08 by Daniel Peters, with the following addition:

- On Page 8, Section V. Conclusion and Recommendation, add the following Condition of Approval 4: The corner boards, window trim, and soffit details on the garage shall match the house.
- Seconded by Commissioner Burns. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

ITEM 5(c):

EX15-14 Exterior Alteration EX15-14 by Daniel Peters to rebuild the exterior stairs and add a two-story deck on the northwest corner elevation and change a 1:1 window to a multi-light door on the north elevation (2<sup>nd</sup> floor) of an existing single family dwelling at 726 27<sup>th</sup> Street in the R-2, Medium Density Residential zone.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Commissioner Osterberg believed the Staff report was well thought out and the conditions of approval address several criteria that the proposed project did not meet. He asked if any changes would need to be made to the Staff report because none of the Conditions of Approval address Criteria 9, which was not met. Planner Ferber



explained the Staff report did not expand on Criteria 9 because it also states the second story deck shall not be constructed. The deck is not in style with the house, but this does not mean the entire project should be denied.

Commissioner Osterberg confirmed that Condition of Approval 5 states the second story deck shall not be constructed.

Commissioner Caruana asked if there are pictures of the historic stairs on the house. Planner Ferber said the only historic photos she was able to find were from 2013.

Commissioner Caruana understood that while some criteria have not been met, the stair case going down to the existing concrete landing would be acceptable. However, the stair case would need to be submitted at another time with details. Planner Ferber noted the stair details were included in the Staff report and Page 5 discusses the Findings for the staircase and railing. Director Cronin added that Staff can try to find historic photos by contacting resources outside of City Hall.

Commissioner Caruana believed that in order for the stair case to be approved, even if it was not on a historic structure, the Staff report would need to include more than just a photo of a staircase on another house. The only part of the proposed deck to be approved is the stairs. Therefore, the HLC would need an application for the stairs alone. Director Cronin confirmed the stairs could be approved by the HLC as part of this application or administratively as part of a new application.

Commissioner Stanley confirmed that Condition of Approval 5 did not include the stairs.

President Gunderson opened public testimony for the hearing and asked for the Applicant's presentation.

Dan Peters, 726 27<sup>th</sup> Street, Astoria, said he had paperwork not included in the Staff report showing that the house across the street is a Queen Anne style house with a protruding deck. Virtually every house in his neighborhood has a protruding deck and a few of them are Queen Anne style. The rest of the houses are Victorian. The Flavel House on 15<sup>th</sup> Street has a protruding deck with a second story deck, which is similar to the style of his house. There are existing footings on the north side of the house, so he is not trying to add anything to the front of the house. He just wants to add a useable deck. The windows on the second floor were busted out for many years and the wood was all rotted. Removing all of the rotted wood left a big opening, so he decided to install a door in hopes of building a deck off the second story. His deck would not extend out as far as the existing footings. He believed the original deck was removed when the stairs were removed. He purchased the house in 2014, just before it was to be bulldozed. He has put a lot of time and money into getting the house back to its original look. He did not believe a small deck on the side would change the look of the house and he has done everything the City has requested. He spent extra money fixing the windows and even purchased the wavy glass. He confirmed he wanted to present pictures of other houses in his neighborhood because the Findings state his proposed project is not compatible with the neighborhood or the Queen Anne style. Other Queen Anne style houses in the neighborhood have protruding decks. He wanted to know why his house could not have a deck, but all the other houses could.

President Gunderson explained the HLC was only reviewing the Applicant's house. The predominant view of most of the houses in the neighborhood is the back of the house. Even though this house is on 27<sup>th</sup> Street, the HLC is concerned about the deck because the back side is the predominant side.

Mr. Peters said he did not understand why the deck was not in style with the house. His house matches the other Queen Anne style houses in the neighborhood.

Commissioner Caruana confirmed the Applicant planned to install Grace Water Shield on the second floor deck. The first floor deck would be open so that water could run through. He did not believe Grace Water Shield would be sufficient because it would be used as an undercoat with the deck material on top. He was concerned that a lot of pressure treated materials would be used rather than materials with the finished quality typical on a house of this caliber. Pressure treated materials would not match the house.

Mr. Peters said the wood could be painted to match the rest of the structure and he could enclose the bottom portion if necessary.

Commissioner Caruana stated the City is not able to approve pressure treated wood. The project needs to be redrafted in more detail.

Mr. Peters believed the original porch was removed because it was made with regular lumber that rotted or was destroyed by termites. He wants to avoid redoing the porch in 10 or 15 years and asked what material the HLC recommended.

Commissioner Caruana believed that if the lower porch were approved, there would not be any requirement that the porch be waterproof. The porch could be left open so that water could pass through. If the Applicant wanted the porch to be waterproof, he recommended a membrane roof under the finished decking materials. He understood the second floor porch would not be approved.

Mr. Peters asked why he could not build the second story deck.

Planner Ferber said Staff was glad Mr. Peters was improving the house, but a second story deck is not part of the general aesthetic of a Queen Anne style house. Even if the Applicant's neighbors have second story decks protruding from their homes, the Queen Anne style houses do not have decks stacked above the first floor decks.

Mr. Peters said the Flavel House on 15<sup>th</sup> Street has a second story deck over a first floor deck.

Commissioner Caruana explained that the Flavel House is not a Queen Anne style house.

Commissioner Burns asked if Mr. Peters had done any research to find historic photos of his house, possibly at the heritage museum or Lower Columbia Preservation Society.

Mr. Peters said he had not done any research on the house. He confirmed he did not have any idea what had originally been on the concrete footings, but he presumed they were for a deck of some sort.

Commissioner Caruana recommended Mr. Peters consult with someone who could point him in the right direction with this project so that he could get the work completed.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff.

Director Cronin reminded the HLC that the recommendations in the Staff report were nothing more than recommendations. The HLC could choose to make other Findings, revise Staff's Findings, approve the recommendations as is, or continue the hearing to February to allow the Applicant to revise certain elements of his project.

President Gunderson asked the Commission to discuss the proposed second story deck.

Commissioner Osterberg said the Applicant requested to rebut Staff's Findings for Criterion 2, which states the distinguishing characteristics of a Queen Anne style house includes recessed porches but do not include protruding decks. The Applicant had stated he had photos of such houses with protruding decks. He believed the HLC should have allowed the Applicant to submit those photos and review them so that the Commissioners could determine if the houses in the photos were Queen Anne style. He believed this might be an application that could benefit from a continuance if the HLC believed the Applicant could provide new details.

Commissioner Burns said he would like to consider the other houses in the area and confirmed he understood other houses were not being evaluated. He also wanted to see historic photos of the house if they exist and recommended a continuance.

Commissioner Stanley agreed a continuance would be better than denying the request.

Commissioner Caruana also preferred a continuance, but wanted to send the Applicant away with some information about how to proceed. The project will not be approved with pressure treated materials because the

side of the house facing Grand is quite visible. Some redesign and additional details will be necessary. He did not believe the second story deck would be approved unless it was recessed and mirrored the bottom porch.

Commissioner Stanley recommended the Applicant consult with John Goodenberger, who also consults with the City. He wanted the project to be approved, but also wanted to make sure the project did not move forward with improper elements. A 20-year old deck addition does not necessarily make a house historic.

Director Cronin confirmed that the HLC wanted to continue this hearing to give the Applicant time to do some research, find photos of the house and other houses in the area, and address the porch and the second story deck. There were no issues with the stairs, balustrade, and the front porch.

President Gunderson said she would be more inclined to consider a second story deck if she could see historic photos of such a deck on the house. She would not approve a deck simply because the neighbors had one because she had no way of knowing what style house the neighbors had. It is not in the HLC's best interest to allow a feature to continue just because a neighbor did if it is not correct for the house.

Commissioner McHone agreed with the other Commissioners and said he was concerned about the pressure treated lumber.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) continue the public hearing for Exterior Alteration EX15-14 by Daniel Peters to the next regular meeting, with the following recommendations:

- Provide historic pictures of the existing house if the Applicant can find any
- Submit pictures of some of the surrounding homes that the Applicants believes might be helpful
- Show a design for the porches and stairs that do not use or have exposed pressure treated material
- Submit details about the stairs and balustrade

Seconded by Commissioner Stanley. Motion passed unanimously.

#### ITEM 5(d):

EX15-15 Exterior Alteration EX15-15 by RDA Project Management LLC for The Armory to add 1<sup>st</sup> floor: mezzanine windows, repair and/or replace windows and door on south elevation, replace windows on north elevation, replace arched windows with insulated glass to match historic windows on east and west elevations; 2<sup>nd</sup> floor: install mezzanine windows, replace windows with double panes, add stairs to deck, replace door, and install awning on north elevation at 1636 Exchange in the MH, Maritime Heritage zone.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

President Gunderson declared that Mr. Stemper is a personal friend and is building a home for one of her clients. However, she did not believe this would have any bearing on her decision.

Commissioner Burns declared that Mr. Stemper is a board member of Clatsop County Historical Society but they have not discussed this project. The Heritage Museum is also connected to The Armory building. He did not believe any of this would affect his impartial judgment.

Commissioner McHone declared he was currently doing business with The Armory. He recused himself and stepped down from the dais.

President Gunderson called for a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Commissioner Stanley confirmed the HLC was being asked to approve an ongoing restoration process that would occur over a period of time as funding became available.

Commissioner Burns asked if the staircase was original. Staff deferred to the Applicant to answer the question.

President Gunderson believed the north elevation originally had a staircase. Planner Ferber agreed and said there is a boarded up door on the north elevation now.

President Gunderson opened public testimony for the hearing and asked for the Applicant's presentation.

Randy Stemper, RDA Project Management, P.O. Box 1417, Astoria, thanked Staff for the time they put into the Staff report. He understood the project was very complicated. He was originally asked to look at the windows on the east side of the building that had been blown out. Getting those windows repaired is urgent. Cost is not a consideration of the Applicant, but it is for the owners of the building. He decided to create a master plan for the building instead of asking for an HLC review every time something needed repaired or replaced on the building. Therefore, he has reviewed the entire building as well as the feasibility study that was done in March 2014. The building was originally built with different products for different reasons. Over time, the owners have not been kind to the building and have deferred maintenance. A single-glazed aluminum slider has been placed where steel windows used to be and the building is a hodge podge mess. The new owners want to add to the community, so they created the master plan. As funds become available, the owners can move forward with their goal. He would like direction from the HLC. He tried to be consistent with the pictures he submitted. Columbia Memorial Hospital, Sunset Transit, Columbia River Maritime Museum, Clatsop Community College, and the Senior Center have all used some version of what The Armory is now asking for. He believed the project was very compatible to the building and to the community. Even the entry way to the new City Hall is using the same type of material. He brought documentation that he hoped would answer any questions, including the original blueprints. The building is much different today from when it was originally built. The doors to the south were added where windows were and the doors to the north are boarded up and the owners plan to install a stairway and deck on that side to increase the occupancy use. The entire plan is designed around creating a building that can sustain itself. Instead of going to the community to ask that everything be given for free, the owners are trying to repurpose the building and make it sustainable. The existing stairway was added about two years ago after being approved by a City commission. The proposed stairway on the other side of the building will be manufactured by the same company that made the existing stairway.

Commissioner Burns asked if there were any historic photographs of the north side of the building.

Mr. Stemper said he did not have any pictures, but the original blueprints indicated the north side of the building did not have a stairway when it was originally built. The windows were removed and the doors were added to the same size opening. He was not proposing to change the size of any of the openings. Some of the windows have had concrete placed over them.

President Gunderson called for any presentations by persons in favor of the application.

Bruce Jones, 455 45<sup>th</sup> Street, Astoria, said he was on the board of the Friends of the Astoria Armory. Over the last 18 months, the building has become very useful to the community. The Armory has hosted about 175 events, including a full house on skate nights, which are held every Friday from 5:00 pm to 9:00 pm. Windows and doors have rotted and need to be returned to a good state of repair and as historically accurate as possible but within the means of the 501(c)(3). He appreciated Mr. Stemper's efforts to develop proposals that match the existing windows and doors as closely as possible and that are functional. Other buildings in Astoria have done similar projects over the last couple of decades. The Friends hope to get another 50 years of service out of the building. On the north wall, there is a shadow of the old stairway and there is a cement block at the bottom. However, he could not find a picture of what the landing actually looked like. Currently, the building's occupancy is about 750 because of the absence of the north exit. Once the four doors are unboarded and have a stairway, the occupancy can double. With other planned improvements, the Friends anticipate 1500 people in the building again, as it was in the 1940s and 1950s. He has pictures of USO shows with 2500 people listening to Bob Hope.

Walt Postlewait, 36468 River Point Drive, Astoria, said he was speaking on behalf of the property owner Craft3. The Friends are the long term tenant of the building and Craft3 plans to sell the property to them in the near future so they have The Armory as an asset on their balance sheet. Historic preservation is important in any community, even more so in Astoria because of its rich history. When historic preservation and the act of preservation are not economically feasible, the preservation will not occur. In this case, the issues with the stairs and windows are different components of economic feasibility. The stairs are important to increase occupancy of

the property. Right now, 700 to 750 people are allowed. The addition of the stairs that existed at one time will more than double the occupancy, which means The Armory can sell more and generate more income. The windows must be replaced in a cost effective manner while preserving the look of the property. The proposed windows will match the property even though they will not be an exact match. From a preservation standpoint, it would be great if wooden windows could be installed. But from a cost perspective, the wooden windows would cost four or five times the cost of metal windows. If The Armory must install wooden windows instead of metal, it will not function as a community asset. He did not believe a private party would purchase the building if it had to be renovated at that cost. The building has been more of a blight than a community asset, but in 18 months, the Friends have returned it to a community asset. That asset needs to be preserved. He encouraged the HLC to approve the request.

President Gunderson called for any testimony impartial to or against the application. Seeing none, she called for closing remarks of Staff. There were none. She closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Osterberg believed the application met all of the requirements and conditions of approval. Not only is aluminum acceptable, it is preferred. Aluminum was first introduced in the Internationalist style and was seen in many military and related buildings. This building is that type of building. Immediately after World War II, aluminum became extremely popular and was used in a variety of office towers. He had no problem with the use of aluminum and believed it was superior to wood and was very appropriate architecturally. He also believed the design of the window changes proposed are very appropriate in style, scale, and type to this kind of building.

Commissioner Osterberg moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX15-15 by RDA Project Management LLC; seconded by Commissioner Burns. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

Commissioner Stanley appreciated the work being done on The Armory. The building was an eyesore for so long and it is exciting to see it become a part of the community again.

Commissioner McHone returned to the dais.

#### PUBLIC COMMENTS

President Gunderson called for public comments on non-agenda items. There were none

#### REPORTS OF OFFICERS/COMMISSIONERS – ITEM 6:

President Gunderson thanked Planner Ferber for doing such a great job preparing the Staff reports.

Director Cronin said the appeal of Verizon's application would be heard by City Council later that night and there was a chance the decision would be remanded back to the HLC. He also noted that the HLC reviewed 15 applications for exterior alterations in 2015, which is amazing and a result of the good work being done by the HLC, Staff, and private investors. In 2016, the HLC will receive a survey to help Staff prioritize the City's investments.

#### ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:33 p.m.

#### **APPROVED:**



Community Development Director

## HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

February 16, 2016

### CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:30 p.m.

### ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, Kevin McHone, and Thomas Stanley.

Commissioners Excused: Mac Burns

Staff Present: Planner Nancy Ferber and Community Development Director Kevin Cronin. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes. There were none.

Commissioner Stanley moved to approve the minutes of January 19, 2016 as presented; seconded by Commissioner McHone. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Osterberg, Stanley, and McHone. Nays: None.

### PUBLIC HEARINGS:

President Gunderson explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

### ITEM 4(a):

EX15-14 Exterior Alteration EX15-14 by Daniel Peters to rebuild the exterior stairs and add a two-story deck on the northwest corner elevation and change a 1:1 window to a multi-light door on the north elevation (2<sup>nd</sup> floor) of an existing single family dwelling at 726 27<sup>th</sup> Street in the R-2, Medium Density Residential zone. This item was continued from the January 10, 2016 meeting. The applicant has requested this item be continued to the March 15, 2016 meeting.

Planner Ferber said the Applicant needed more time to finalize changes to his original plans and had asked for a continuance. She visited the property with John Goodenberger and saw that Mr. Peters was doing a good job scaling back the porch and clearing out some materials. She was excited to see his application, which she believed would be ready in the next few days. Director Cronin added the City had received a letter from the Applicant requesting an extension of the 120-day land use rule.

Commissioner Stanley moved that the Historic Landmarks Commission (HLC) continue the review of Exterior Alteration EX15-14 by Daniel Peters to the March 15, 2016 meeting; seconded by Commissioner Caruana. Motion passed unanimously.

### OLD BUSINESS – ITEM 5(a):

Verizon Appeal Decision.

Director Cronin said City Council voted to overturn the HLC's decision on Verizon's application. To date, Staff has not received an appeal of City Council's decision from Verizon. However, the appeal period is about to expire. If no appeal is filed, the City and Verizon will have to figure out next steps. If Verizon submits a new application to put a tower in Shively Park, the HLC will review the new application.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 6:

Director Cronin said February 26<sup>th</sup> was the deadline for Certified Local Government funds, which Astoria has used in the past for pass-through grants for façade renovations and to offset Mr. Goodenberger's fees. In addition to applying for these funds, Staff is developing specification and product sheets to hand out to applicants. He wanted to target the funds for the Uniontown area as part of a larger effort to revitalize the neighborhood. If Uniontown property owners do not apply for the funds, grants will be offered on a first come first served basis because Uniontown can also utilize Astor West Urban Renewal Funds.

He answered the Commissions questions about the City's façade renovation grant program, confirming the program had been in place for quite some time and Rosemary Johnson was finalizing the guidelines and standards for the program. Past grants to property owners have averaged between \$500 and \$3,000 as a 50/50 match.

PUBLIC COMMENT – ITEM 7:

Director Cronin announced Rachel Jensen who was in attendance, was the new president of the Lower Columbia Preservation Society.

Commissioner Stanley confirmed with Staff that the red building out on the water was listed for sale, but nothing else was going on with the property.

President Gunderson asked for an update on a deck the HLC approved for the pilot station building. Director Cronin said he had no information but would look into it.

Commissioner Osterberg noted that 2016 was the 50<sup>th</sup> anniversary of the Columbia River Bridge and asked if any event was being planned. Now that the bridge is 50 years old, it could be considered historic. Director Cronin said Commissioner Burns was in charge of the bridge's 50<sup>th</sup> year celebration event and City Council has already authorized the use of Promote Astoria Funds for the event.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:42 p.m.

**APPROVED:**

\_\_\_\_\_  
Community Development Director

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
February 23, 2016

### CALL TO ORDER:

President Pearson called the meeting to order at 6:26 pm.

### ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, McLaren Innes, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Frank Spence

Staff Present: Planner Nancy Ferber  
The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES:

President Pearson asked if there were any changes to the minutes of the January 26, 2016 meeting. Vice President Easom corrected the third line of Agenda Item 5(a) on Page 1 to state, "...the adjacent house at 2048 218 Franklin."

Vice President Easom moved that the Astoria Planning Commission approve the minutes as corrected; seconded by Commissioner Moore. Motion passed unanimously.

### PUBLIC HEARINGS:

President Pearson explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff.

### ITEM 4(a):

CU16-01 Conditional Use CU16-01 by Josh Allison to locate a light manufacturing (brewery) and taproom in an existing commercial building at 1343 Duane (Map T8N-R9W Section 8CD, Tax Lot(s) 15000; Lot(s) E. 86.29 feet of Lot 2, Block 117, Shively) in the C-4, Central Commercial zone.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, he asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Innes confirmed no new construction was being proposed. Planner Ferber displayed some *Sketch Up* files that showed what the Applicant had proposed.

President Pearson opened the public hearing and called for a presentation by the Applicant.

Josh Allison, 4910 Mimosa Circle, Sweet Home, Oregon said he planned to open a brewery. The south end of the building with two roll-up doors would be used for manufacturing products and the taproom would be located in the middle part of the building, which also has roll-up doors.

Commissioner Mitchell said the site is very small. She confirmed that the Applicant was starting small with plans to move elsewhere. It is apparent that the Applicant has proposed an operation that is somewhat different from what some people know and love in Astoria now. She wanted to know what Mr. Allison's final plans were. Mr. Allison confirmed his proposal would be different from a large distribution facility like Fort George. His brewery would be much smaller, but he planned for the business to grow. His three to five year plan included an off-premises pub or an off-premises distribution facility while continuing the brewing operation in the proposed location.



Commissioner Mitchell understood this brewery was a start-up, and asked how this would affect the Thursday Market and if the market would have to move to another location. Mr. Allison said he preferred the Thursday Market remain in its current location because it would increase the brewery's exposure.

Commissioner Spence noted the building looked run down and asked if the Applicant intended to do any façade improvements similar to the picture that was shown to the Commission. Mr. Allison explained that the picture was an artist's concept from the property owner. He planned to paint the building and replace the old wooden roll-up doors with glass roll-up doors.

President Pearson called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he closed the public hearing and called for Commission discussion and deliberation.

Vice President Easom believed the brewery would be a great use for the property. Commissioner Innes liked the way the changes would look because they would be a great improvement. She was in favor of a new venture in town. Commissioners Spence, Fitzpatrick, and Moore confirmed they supported the request and President Pearson added that it met all of the criteria that the Commission had been asked to review.

Vice President Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU16-01 by Josh Allison; seconded by Commissioner Mitchell. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

#### REPORTS OF OFFICERS/COMMISSIONERS:

##### OLD BUSINESS:

###### **Verizon Appeal Update**

Planner Ferber stated she had no new information to report.

##### PUBLIC COMMENTS:

##### ADJOURNMENT TO WORK SESSION:

There being no further business, the meeting was adjourned to convene the work session at 6:40 pm.

##### WORK SESSION: CODE AMENDMENT UPDATES - ADMINISTRATIVE PROCESS AND HOUSING

Planner Ferber explained this work session was to discuss code amendment updates relevant to the administrative process, affordable housing, and vacation rentals. This discussion would be continued in a public hearing in March, and then reviewed by City Council in April. She briefly outlined Staff's proposed changes, which were included in the agenda packet, and displayed the Zoning Matrix Overview on Page 44.

The Commission and Staff discussed the existing and proposed standards listed on the Zoning Matrix Overview, as follows:

##### R-1 Low Density Zone:

- The Commission discussed the smaller lots in town, which were allowed in the R-1 and R-2 zones, noting the benefits of allowing smaller lots in the R-1 zone. Commissioner Mitchell said that while Astoria has limited developable space, there is enough flexibility in medium density zones that she did not believe there was a need to downsize lots in the R-1 zones. Smaller lot sizes could have negative impacts on fire codes and privacy.
  - The Commission asked Staff to find out how many undeveloped R-1 lots were smaller than 5,000 square feet. Vice President Easom noted that R-1 lots smaller than 5,000 square feet are not developable.
- Vice President Easom and Commissioner Innes confirmed they had no issues with the proposed changes for townhouses.

### R-2 Medium Density Zone:

- The Commission confirmed they had no issues with the proposed changes for single-family residence lot sizes. However, Vice President Easom believed the proposed lot size could not be accommodated in some areas.
- Commissioners agreed the proposed changes for duplexes, multi-family units, and townhouses/row houses were appropriate. They discussed how the existing standards created a good mix of zones, noting the benefits of the varying densities.
  - Staff and Commissioners discussed the definitions of townhouses and row houses. Planner Ferber confirmed Staff would work to clarify these terms.

### R-3 High Density Zone:

- Vice President Easom and Commissioner Moore agreed the single-family residence lot sizes should be smaller than Staff had proposed.
- The Commission agreed with Staff's proposed changes for duplexes.
- Vice President Easom believed lots with multi-family units could be denser than Staff had recommended. The rest of the Commission agreed with Staff's proposal. After some discussion of the density of existing multi-family developments, President Pearson suggested Staff reconsider their proposal.
  - Commissioner Mitchell believed the amount of open space per unit should be part of the density standards. Planner Ferber confirmed code language addressed this through lot coverage requirements.
  - Commissioner Fitzpatrick believed the Commission should discuss density units, which is a unit of measure assigned to each unit depending on how many bedrooms it had. In other jurisdictions, a studio would be a half density unit, a one-bedroom would be a 0.66 density unit, a two-bedroom would be one density unit, and a half density unit would be added for each bedroom above two in a unit. Twenty-six, three-bedroom units would be much denser than 26 studios.
- Commissioner Mitchell reiterated the Commission wanted definitions for townhouses and row houses. She thanked Staff for doing such a great job on the Staff reports and listed several benefits of allowing conditional use permits.
- Vice President Easom agreed accessory dwelling units should be an outright use in all zones.

### Short Term Rentals:

- Planner Ferber confirmed Staff sets up the occupational tax for homeowners when they start a short-term rental. Vice President Easom believed many homeowners who find out short term rentals are not allowed for their property would set one up anyway and not pay the occupational tax.
- The Commission confirmed no changes were necessary for home stay lodgings and bed and breakfasts.
- Vice President Easom believed vacation rentals should be allowed in residential zones because many property owners are starting them and the City could benefit from the tax revenue. He and Commissioner Moore agreed vacation rentals should be regulated and limited.
  - Currently, Staff does not have the ability to prevent illegal vacation rentals, but tax revenue could provide funds for the enforcement of standards that allow them.
  - Commissioner Fitzpatrick was opposed to allowing vacation rentals in residential zones because they would create parking and noise issues. The Astoria Police Department does not have the staff to keep parties under control. He listed other jurisdictions that are currently having many problems with vacation rentals, which he did not want in Astoria.
  - Commissioner Moore said if vacation rentals were repressed, property owners would have them anyway, as they are already. However, if a limited few are allowed, maybe some property owners would comply and the City would benefit. Knowing where the vacation rentals are located makes them easier for police.
    - Commissioner Mitchell has heard that many times that homeowners are stunned to find that many of the houses in their neighborhood are second homes. She believed it would be best for the City to maintain a balance between the residents and tourists. She has benefited from the growth in tourism. However, when the City does good things for its residents, the economy benefits.
    - Commissioners agreed that changes to the existing standards for vacation rentals would be significant, complicated, and would require a much broader discussion.
  - Commissioner Moore confirmed that Staff had changed the definition of accessory dwelling units to include units not attached to the main home or units above a garage.
- Planner Ferber noted that the proposed changes to the administrative review process were mostly housekeeping items, with the biggest change being that public notices would be posted on-site. She did not

believe current staffing levels could accommodate the time it would take to post notices at each site. However, she supported transparency and efforts to publicize public hearings to as many people as possible. She wanted the opportunity to research the issue more.

- Vice President Easom asked why Staff had proposed the ability to require a notarized signature from property owners. Commissioner Innes believed this would prevent leasees from engaging in activities that the property owners were opposed to. She and Vice President Easom agreed the last sentence of Page 27 of the agenda packet should be changed as follows: "If the Applicant ~~refuses to~~ **does not** submit the required additional information..."
- Planner Ferber explained that she receives incomplete applications often and she must contact the Applicants to request more information. In some cases, she is unable to deem an application complete without additional information and must set a deadline for the information to be received.
- Commissioner Innes believed Article 9(2)(a) (Page 33 of the agenda packet) needed to be simplified, possibly with bullet points. The information is important, but it runs on and is difficult to read.
- Staff is already sending public hearing notices to property owners within 250 feet of a site, but the code only requires 100 feet. The proposed change simply reflects what Staff is already doing.
- Staff and the Commission briefly discussed the current permit extension requirements for substantial construction.

The Commission agreed another work session was needed to continue discussing the proposed changes for affordable housing.

**ADJOURNMENT:**

There being no further business, the work session was adjourned at 7:29 pm.

**APPROVED:**

\_\_\_\_\_  
Community Development Director

DRAFT




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COMMUNITY DEVELOPMENT

## MEMORANDUM

DATE: March 16, 2016

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ACCEPT GRANT FUNDS FROM DLCD AND AUTHORIZE SOLICITATION FOR CONSULTANT SERVICES FOR ECONOMIC DEVELOPMENT STRATEGY

### BACKGROUND

On September 21, 2015 staff requested authorization to submit a grant to the Department of Land Conservation & Development (DLCD) for assistance in creating the City's first Economic Development Strategy. The original grant application was denied in November 2015 as a result of an unusually competitive grant pool. However, DLCD wanted to find a way to support the proposal and found a different source of unallocated grant funds for the project. The grant award is \$40,000 which is \$10,000 less than the original request but still a welcomed amount. The funds will offset the cost of hiring professional services to conduct the required analysis and the development of a five year action plan. Attached is a grant agreement from DLCD to accept the funds. However, Patrick Wingard, the City's DLCD representative, has been out sick. As a result, the milestones and overall timeline will be added in the near future.

The grant funds are available this fiscal year, but will not be expended until FY 16-17. Since this is a citywide effort, staff is proposing matching funds (in an amount up to 40 percent of the project cost) from a combination of sources: Community Development General Fund and Astor West Urban Renewal District. These funds will be included in the proposed FY 16-17 Budget. The final amount of matching funds will be determined after contract negotiations are completed.

In the meantime, staff would like to initiate the solicitation process to hire a qualified consultant team. Attached is a draft RFQ for reference. Once a consultant is selected, staff will negotiate a scope of work with the consultant in conjunction with economic development partners and come back to City Council for authorization to execute a contract with a finalized project budget.



**Oregon Department of Land Conservation and Development  
FY14-15 Grant Agreement**

Date March 15, 2016

Type of Grant  
Coastal TA

Grantee Name  
City of Astoria

Grant No.  
TA-306-15-002

Street Address  
1095 Duane St  
Astoria, OR 97138

DLCD Share of Cost  
\$40,000.00

Award Period  
Date of last signature through December 31, 2016

Recipient Share of Cost (if applicable)  
\$40,000.00

Authority State General Fund Federal Fund  
CFDA 11.419 X  
Coastal Zone Management Administrative Awards  
Department of Commerce  
National Oceanic and Atmospheric Administration (NOAA)  
Federal Grant No. NA14NOS4190078 Award Amount: \$1,992,000

Total Cost  
\$80,000.00

Project Title  
Five Year Economic Development Strategy

Grantee Representative  
Kevin A. Cronin, CDD  
503-338-5138  
[jrolfe@co.coos.or.us](mailto:jrolfe@co.coos.or.us)

DLCD Grant Manager  
Patrick Wingard  
503-812-5448  
[patrick.wingard@state.or.us](mailto:patrick.wingard@state.or.us)

This Grant, approved by the Program Manager of the Coastal Program of Department of Land Conservation and Development, acting on behalf of the Land Conservation and Development Commission, is issued in duplicate and constitutes an obligation of funds in return for the work described herein. By signing the two documents, the Grantee agrees to comply with the grant provisions attached.

Upon acceptance by the Grantee, the Grantee shall sign both copies of this agreement and return both signed copies to DLCD within **30 days** of the date of this agreement. If not signed and returned, without modification, by the Grantee within **30 days** of receipt by the Grantee, the Grant Manager may unilaterally terminate this grant. Upon receipt of the signed agreement the DLCD Grant Program Manager shall sign and return one copy to the Grantee.

The effective date of this grant is the latest date on which all parties have signed this grant. Funds provided in this grant can only be used for expenditures incurred after that date and before the date specified above as the closing date. This grant may be amended according to the policies and procedures of DLCD, and with the agreement of all parties to the agreement.

For the Grantee: Typed Name and Signature of Authorized Official	Title	Date
Arline LaMear	Mayor	
Brett Estes Signature of DLCD Program Manager	City Manager	

Approved as to Form:

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

**ATTACHMENT A**  
**SPECIAL AWARD CONDITIONS**

1. This award number TA-306-15-002 supports the work described in the City of Astoria's proposal entitled "Five Year Economic Development Strategy", dated January 27, 2016, which is incorporated into this award by Attachment E. Where the terms of the award and proposal differ, the terms of this award shall prevail.

This award requires the City of Astoria to provide a minimum of \$40,000.00 in project-related matching costs from non-federal sources. The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the state share. Exceptions to this requirement may be approved by the Grant Manager based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justify a delayed payout of cash or in-kind contributions. In any case, the **Grantee** must fulfill the non-Federal cost share commitment over the life of the award.

2. The **Grantee** must maintain an accounting for \$80,000.00 in its official records.
3. **Grantee agrees** to perform the following activities.  
*Time table to be drafted and accepted by DLCD Grant Manager prior to start of work.*
  - a. **Project Kick-Off:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).  
*Products & Outcomes:* Memo documenting consultant selection process, formation of an advisory committee with meeting schedule, and the outcomes of the kick-off meeting (including any process adjustments/clarifications). Additional outcomes include a specific charter for the advisory committee, expectations for attendance and input, and a City drafted public involvement strategy with clear objectives and expectations.
  - b. **Update Economic Data and Prepare Employment Forecast:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).  
*Products and Outcomes:* Draft Economic Trends and Employment Forecast for the City of Astoria. Outcomes will include infographics and visual displays to help tell the economic story of Astoria and a business case for why Astoria needs an economic development strategy in the face of global competition for talent, resources, and private capital. Draft report to DLCD.
  - c. **Evaluate Employment Land Availability, Site Needs, & Tenant Strategy:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).  
*Products & Outcomes:* Draft Employment Land Availability and Site Needs Report & Map. Outcomes will include proposed sites for redevelopment and reinvestment targets, potential sites outside the UGB if needed, and a portfolio of private and public properties to market. Draft report to DLCD.
  - d. **Conclusions, Policy Recommendations, and Implementing Measures:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).  
*Products & Outcomes:* Memo Outlining Key Conclusions, Policy Recommendations and Implementing Measures. Outcomes will include infographics and visual displays that capture

the policy choices between current or expected economic climate and an enhanced economic climate based on key economic factors using socioeconomic data, livability criteria, job growth, and workforce development indicators to delineate the choice. Recommendations will also include regulatory changes to the development code or other obstacles to development. Draft report to DLCD.

- e. **Economic Element of the Comprehensive Plan Draft Report:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).

*Products & Outcomes:* Amended Economic Section of the Astoria Comprehensive Plan and supporting Economic Opportunity Analysis documents. Outcomes are a clearer direction on economic development policy and programs, including making a policy decision on expanding the UGB for commercial land.

- f. **Economic Development Strategy Draft Report:** Activities to conform to those proposed in scope of work found on page 3 of grant application (Attachment E).

*Products & Outcomes:* Five Year Economic Development Strategy. Outcomes will include numerical job targets, identity of at least four key business clusters to retain, expand, or attract, and measures of success including expected changes in socioeconomic indicators and economic impacts to local economy. Draft report to DLCD.

Grantee shall coordinate with DLCD Grant Manager in selection and approval of the consultant designated by the grantee.

4. The cover or the title page of all reports, studies, or other documents supported in whole or in part by this award shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, and the Ocean and Coastal Management Program, Department of Land Conservation and Development.

5. **Payment Schedule:**

Payment to be made at conclusion of tasks c, d, and f above. Products listed above will be due as agreed upon at beginning of project and as accepted by DLCD Grant Manager. Amendment to be drafted and signed upon agreement between the Project Manager for the City and the Grant Manager for DLCD. This grant will terminate on December 31, 2016 unless formal request for a no cost extension has been filed with the DLCD Grant Manager prior to December 1, 2016. Payments to be made upon review and acceptance by Grant Manager and Coastal GIS Specialist, and with receipt of a completed and signed DLCD Reimbursement Request for work performed, subject to Grant Manager approval.

6. **Grantee agrees** to provide at least 1:1 match from non-federal sources and to maintain in its official accounting records an accounting for \$80,000.00.
7. **Grantee shall** coordinate closely with the DLCD grant manager regarding the selection and approval of the consultant designated by the grantee to perform all, or a portion, of the work under grant.



8. **Grantee agrees** that the final products (with the exception of the “model ordinance”), including, but not limited to, ordinances, maps, data bases, supporting documents, and photographs shall be adopted and/or approved by the governing body.
9. **Grantee agrees** that any notice issued by the grantee, which is eligible for reimbursement under ORS 215.503 (County)/227.186 (City) [“Measure 56”], will not be submitted for reimbursement under this grant.
10. Draft products may be accepted instead of adopted products when requested in writing by the grantee and authorized in writing by the DLCD grant manager if substantial progress has been made toward adoption and that adoption will be scheduled to occur in a reasonable time frame following grant closeout.
11. For awards that result in collection or production of geospatial data, (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the **Grantee** will provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to Grant Manager as early as practicable before data collection commences as required by NOAA OCRM.
12. **Grantee agrees** to comply with GIS standards and contents requirements per Attachment C. GIS products will comply with State of Oregon Standards as defined in Attachment C.
13. **Grantee agrees** that DLCD may display appropriate products on its web interface and/or incorporate GIS data generated as part of this grant and any additional data provided that is not specifically restricted into state agency databases, acknowledging that the grantee and agents of the grantee are not responsible for the accuracy of said data. DLCD may also share the data specifically generated with grant funds with other agencies and organizations, as this is data that DLCD owns.
14. **Grantee agrees** the city will share all GIS products, produced during and subsequent to the grant period, with DLCD. The charge to DLCD for such data shall be limited to the city’s actual cost of reproduction (printing or electronic copy).

15. Activities of the Oregon Coastal Management Program lead to extensive leveraging of resources in the coastal zone. Past requirements were to report only federal funds used, and matching dollars required. **Matching dollars reported should be limited to the amount identified in the grant.** Grantee is now required to include in all reports submitted under this grant the amount of funding leveraged as well as funding received and matched. See definitions which follow:

#### **DEFINITIONS**

**RECEIVED** dollars are funds received for work under this grant agreement.

**MATCHED** dollars are funds used to match received dollars.

**LEVERAGED** dollars are funds in addition to received and matched dollars that are spent on an OCMP funded project. For example, a project where a grantee partners with a private consultant to develop a greenway plan for a coastal community. The city planning department provides the required OCMP match. During the project, the city’s recreation department contributes staff time to conduct visioning and public

outreach for the greenway project. The cost to the recreation department to conduct the visioning and outreach activities can be considered leveraged project dollars.

In-kind funds and services that qualify under Office of Management and Budget Circular A-87

**ATTACHMENT B**  
**STANDARD AWARD CONDITIONS**

1. **DLCD Funds:** DLCD certifies that at the time this grant is written sufficient funds are available and authorized.
2. **Reporting:** At any time during the grant period, when requested by the DLCD Grant Manager, **Grantee** shall provide a written report on the status and progress of work performed under this grant.
3. **Payments:** DLCD payments to **Grantee** shall be made in accordance with the grant payment schedule described in paragraph 6 above. Payment is contingent upon DLCD's acceptance of the products produced under the grant. **Grantee agrees** that reimbursement of all payments is contingent upon compliance with all the terms and conditions of this grant agreement.
4. **Penalty:** Payments to **grantee** may be withheld, reduced, or reverted if DLCD determines that work performed under the grant is unsatisfactory, based on the best professional judgment of the DLCD Grant Manager, or if one or more terms or conditions of this agreement have not been met.
5. **Termination:**
  - a. DLCD's Right to Terminate at its Discretion. At its sole discretion, DLCD may terminate this Grant Agreement:
    - i. For its convenience upon thirty (30) days' prior written notice by DLCD to **Grantee**;
    - ii. Immediately upon written notice if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to pay for the Work or Work Products; or
    - iii. Immediately upon written notice if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the DLCD's purchase of the Work or Work Products under this Grant Agreement is prohibited from paying for such Work or Work Products from the planned funding source.
  - b. DLCD's Right to Terminate for Cause. In addition to any other rights and remedies DLCD may have under this Grant Agreement, DLCD may terminate this Grant Agreement immediately upon written notice by DLCD to **Grantee**, or at such later date as DLCD may establish in such notice, or upon expiration of the time period and with such notice as provided below, upon the occurrence of any of the following events:
    - i. **Grantee** is in default because **Grantee** institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
    - ii. **Grantee** is in default because **Grantee** commits any material breach or default of any covenant, warranty, obligation, or agreement under this Grant Award, fails to perform the Work under this Grant Award within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger **Grantee's** performance under this Grant Award in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
  - c. **Grantee's Right to Terminate for Cause.** **Grantee** may terminate this Grant Award with written notice to DLCD upon the occurrence of the following events:

- i. DLCD is in default because DLCD fails to pay **Grantee** any amount pursuant to the terms of this Grant Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after **Grantee's** notice or such longer period as **Grantee** may specify in such notice; or
    - ii. DLCD is in default because DLCD commits any material breach or default of any covenant, warranty, or obligation under this Grant Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and DLCD fails to cure such failure within thirty (30) calendar days after **Grantee's** notice or such longer period as **Grantee** may specify in such notice.
  - d. Return of Property. Upon termination of this Grant Award for any reason whatsoever, **Grantee** shall immediately deliver to DLCD all of DLCD's property (including without limitation any Work or Work Products for which DLCD has made payment in whole or in part) that is in the possession or under the control of **Grantee** in whatever stage of development and form of recordation such **Grantee** property is expressed or embodied at that time. Upon receiving a notice of termination of this Grant Agreement, **Grantee** shall immediately cease all activities under this Grant Award, unless DLCD expressly directs otherwise in such notice of termination. Upon DLCD's request, **Grantee** shall surrender to anyone DLCD designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.
6. **Failure to Comply:** If **Grantee** fails to comply with any of the requirements or conditions of this agreement, DLCD may, without incurring liability, refuse to perform further pursuant to this agreement. DLCD shall make no further reimbursement to **Grantee** and **Grantee** shall upon demand by DLCD promptly repay DLCD.
  7. **Accounting and Fiscal Records:** Using standard accepted accounting and fiscal records, the **Grantee** shall maintain records of the receipt and expenditure of all funds subject to this grant agreement for a period of three years after the closing date. Grant accounting records will be separately maintained from other accounting records.
  8. **Closeout report:** The **Grantee** shall submit a closeout report to DLCD within 30 days after termination of the grant period.
  9. **Subsequent funding:** Eligibility for subsequent funding is contingent upon receipt of such reporting by DLCD.
  10. **Closeout Penalty:** DLCD reserves the right to reduce or withhold final payment if a closeout report is not submitted to DLCD after the 30 days, as referenced in Standard Condition Number 8. DLCD shall authorize payment to the **Grantee** within 90 days of the time all required work is accepted by the DLCD Grant Manager after review for compliance with the grant conditions.
  11. **Audit:** The Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of the department, shall have access to and the right to examine any records of transactions related to this agreement for three years after the final payment under this agreement is authorized by the department.

12. **Indemnity:** City/County and DLCD each shall be responsible, to the extent permitted by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.
13. **Appropriate use of funds:** Grant funds cannot be used for any purpose other than that stated in the work plan before the beginning date, or after the end date of the grant.
14. **Amendments:** Amendments must be facilitated by the DLCD Grant Manager. An amendment may be initiated at any time during the grant period, but not past 30 days prior to the end date on a grant period of one year or less.
15. **Travel:** DLCD will reimburse **Grantee**, within the not-to-exceed amount identified in the budget as appended to this award, for travel only when the travel is essential to the normal discharge of DLCD's responsibilities. **Grantee** shall conduct all travel in the most efficient and cost-effective manner resulting in the best value to the DLCD. The travel must comply with all the requirements set forth in this section and must be for official DLCD business only. **Grantee** shall provide DLCD with receipts for all travel expenses except meals. All **Grantee** representatives will be limited to economy or compact-sized rental vehicles, unless **Grantee** personally pays the difference. DLCD will reimburse travel and other expenses of the **Grantee** at rates set forth in the Oregon Accounting Manual as of the date **Grantee** incurred the travel or other expenses. The Oregon Accounting Manual is available at [http://www.oregon.gov/DAS/SCD/SARS/oam\\_toc.shtml](http://www.oregon.gov/DAS/SCD/SARS/oam_toc.shtml) .

## ATTACHMENT C

### **DLCD Content Standard and Requirements For the GIS Grant Products For the City of Astoria TA-306-15-002**

The State of Oregon and the Coastal Program of the Department of Land Conservation and Development are using the Federal Geographic Data-Committee (FGDC) standards of Geographic Information Systems (GIS) metadata. This attachment incorporates by reference, the standards specified FGDC Content Standard for Digital Geospatial Metadata into the attached grant agreement.

The standards can be found on the state website <http://gis.oregon.gov>

Additionally, DLCD requires the following:

- All grant products are publicly useable.
- The grant product is submitted in electronic form compatible with Environmental Systems Research Institute's (ESRI) ArcGIS (coverage, shapefile, or geodatabase).
- Data should be free of topological errors.
- The projection of the data may be determined by the grantee. All data shall have the projection defined within the dataset and must be documented in the metadata.
- Include the FGDC compliant metadata in an electronic file.
- For collection or production of geospatial data, (e.g., information for GIS data layers, acquisition of topographic or bathymetric data or other remotely sensed data), the **Grantee** will provide relevant information (e.g., expected dates of data collection, type of collection, flight lines, etc.) to Grant Manager as early as practicable before data collection commences

If you have any questions, please contact your Grant Manager.

**ATTACHMENT D**

***DLCD Contact Information***

For the City of Astoria TA-306-15-002

For questions regarding the scope of work of your grant, please contact:

**Grant Manager:**

Patrick Wingard  
Tillamook Regional Solutions Center  
Tillamook, OR 97141

[patrick.wingard@state.or.us](mailto:patrick.wingard@state.or.us)

Phone: 503-812-5448

**Program Manager:**

Patty Snow  
DLCD  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[patty.snow@state.or.us](mailto:patty.snow@state.or.us)

Phone: 503-934-0052

Fax: 503-378-6033

For questions regarding the processing of paperwork and payments, please contact:

**Grant Coordinator**

Diana Evans  
DLCD  
635 Capitol St NE, Suite 150  
Salem, OR 97301-2540

[diana.evans@state.or.us](mailto:diana.evans@state.or.us)

Phone: 503-934-0038

Fax: 503-378-6033

ATTACHMENT E

2014-2015  
APPLICATION  
OREGON COASTAL MANAGEMENT PROGRAM  
TECHNICAL ASSISTANCE/PRIORITY PROJECT GRANT.



Please type or print clearly

Date: January 27, 2016

Applicant: City of Astoria  
Address: 1095 Duane Street City: Astoria Zip: 97103  
Phone: 503-338-5138 Fax: 503-338-6538  
Contact Person, Title: Kevin A Cronin, AICP Community Development Director  
E-mail address(es): kcronin@astoria.or.us  
Amount Requested from DLCD: \$45,000 Grantee Share: \$45,000

**Project Title:** Five Year Economic Development Strategy

**BRIEF** description of the project, 50 words or so. Be sure to state the expected results

The City of Astoria would like to conduct an economic opportunities analysis consistent with Goal 9 that identifies additional land needs if any, economic trends, and employment needs as well as the types of industries and business sectors that the City wants to retain, expand, and attract. Based on the results of the EOA, the next step is to develop a five year strategy to support more job growth, expand the tax base, and grow the workforce in Astoria.

**Keywords**

(Check those that apply to the project)

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Information technology          | <input type="checkbox"/> Coastal hazards               | <input type="checkbox"/> Stormwater management                    |
| <input checked="" type="checkbox"/> Economic development | <input type="checkbox"/> Wetland & riparian resources  | <input type="checkbox"/> Resource and land inventories            |
| <input type="checkbox"/> Estuarine resources             | <input type="checkbox"/> Marine resources              | <input type="checkbox"/> Special Area Planning                    |
| <input type="checkbox"/> Transportation                  | <input checked="" type="checkbox"/> Public involvement | <input checked="" type="checkbox"/> Capital improvements planning |

**SUBMITTAL**

Please submit all application information by US Mail, FAX, or e-mail to:

Diana Evans, OCMP Grants Coordinator [diana.evans@state.or.us](mailto:diana.evans@state.or.us) FAX 503-378-6033

Department of Land Conservation and Development

635 Capitol St. NE Suite 150 Salem OR 97301



**Project Narrative**

Please provide the information requested under each item. Although extensive, detailed information is not necessary, you need to provide enough information to help OCOMP understand the project and make grant funding decisions.

**1. Goals and Objectives:**

**State the goal(s) or overall purpose of the project. What is the problem, need, or opportunity that the project will address? Describe planning, technical, or information objectives that will help achieve the goal(s).**

The purpose of this project is to create the City's first, five year, economic development strategy modeled on other successful action plans in the Portland area. There are three objectives that will help achieve the goal: (a) update the City's economic data through an economic opportunities analysis, (b) develop a technically sound, cohesive economic development strategy based on current data and trends in the region, and (c) better define the City's role in achieving community economic development aspirations through current and planned implementation measures, including capital improvements, technical and financial assistance tools, and development code streamlining.

The City of Astoria last evaluated economic policies in a comprehensive manner in 2011 as part of the development of its Buildable Lands Inventory and updated Comprehensive Plan Economic Element (CP.190 – CP.210). This information is somewhat outdated and does not account for the changes that have occurred in the marketplace since the Great Recession nor does it address new industries that have flourished in the area. The expansion of the Columbia Memorial Hospital, Clatsop Community College, downtown revitalization and emergence of a tourist industry also has implications on workforce development and economic development choices and will significantly influence future economic growth in Astoria. The City has recently completed an Affordable Housing Study which identified issues relating to the lack of housing for the service industry workforce.

Col-Pac, the regional economic development agency consisting of local governments and businesses, has a regional strategy that covers Clatsop County. However, this strategy does not pinpoint key industries or strategies that address Astoria's key clusters and entrepreneurial culture. Clatsop Economic Development Resources (CEDR) is another countywide agency that also houses the Small Business Development Center (SBDC), provides economic development services to the City, and helps coordinate potential recruitments and business expansions. Col-Pac, a four county economic development agency, is also interested in engaging their stakeholders and the broader business community. They have not started the effort and would very much like to coordinate their work with the City.

The City of Astoria's Comprehensive Plan does not provide any kind of cohesive direction for where the community should be going in terms of economic development. The arrival of multiple breweries and the expansion of Columbia Memorial Hospital and Clatsop Community College provide momentum, and there is clear community support for developing a coordinated economic development strategy, but the strategy itself needs to be researched, analyzed, and developed through a public involvement process and with multiple business development partners. The City recognizes that now is the time to actively engage with its partners to put together an economic development strategy. To this end, the City Council identified this as a FY15-16 goal. The City has budgeted \$5,000 but will need at a minimum \$50,000 to do the job appropriately. These funds would be used to engage a consultant with specific expertise in economic development along with the technical knowledge of conducting economic opportunity analysis for local jurisdictions. The City, Astoria-Warrenton Chamber of Commerce, CEDR and other partners will provide meaningful in-kind project support.

Astoria lacks an adequate supply of commercial land. This was documented in the 2011 BLI and updated by city staff in April 2014. Unfortunately, that plan provides little in the way of direction for how the inadequacy is to be remedied. There is a considerable amount of underutilized commercial and industrial land within the City's Urban Growth Boundary. Through this process, the City is looking to develop clear policies and implementation measures for providing an adequate 20 year land supply, but more importantly focus on steps that it and/or its partners can take to position these underutilized properties so that they are more desirable and marketable before considering a UGB expansion.

**2. Scope of Work, Products, and Budget (attach additional pages if necessary):**

**a. Describe the scope of work to be performed. If the project is in phases, please note.**

**1. Project kick-off.** City will hire a consultant through a competitive selection process. City staff will compile background materials from its records and other appropriate sources for the consultant to review. An ad-hoc committee will be formed, with the assistance of the Astoria-Warrenton Chamber of Commerce and CEDR. The committee and consultant will conduct an initial citywide tour of sites and local businesses, followed by a kick-off meeting at which the consultant and staff will outline and clarify the process and project objectives, as needed, based upon feedback from the group. A technical advisory group may also be formed that includes a small group of key staff with the Chamber of Commerce, City of Astoria, CEDR, Astoria Downtown Historic District Association (ADHDA), Col-Pac, and other partner organizations.

Timeline: Month 1-3

Product & Outcomes: Memo documenting consultant selection process, formation of an advisory committee with meeting schedule, and the outcomes of the kick-off meeting (including any process adjustments/clarifications). Additional outcomes include a specific charter for the advisory committee, expectations for attendance and input, and a City drafted public involvement strategy with clear objectives and expectations.

**2. Update Economic Data and Prepare Employment Forecast.** Consultant will conduct EOA, which includes evaluating relevant national, state, regional, county and local economic development trends, particularly traded sector industries and knowledge based industries, such as medical and educational facilities, and will review the information and approach with staff and the advisory committee. Consultant will further prepare an employment forecast considering this information and will review the forecast methodology with staff and the ad-hoc committee prior to finalizing the trend data and employment forecast. Targeted stakeholder interviews, focus group, or site tours may be a component of this effort.

Timeline: Months 3-5

Products & Outcomes: Draft Economic Trends and Employment Forecast for the City of Astoria. Outcomes will include infographics and visual displays to help tell the economic story of Astoria and a business case for why Astoria needs an economic development strategy in the face of global competition for talent, resources, and private capital.

Payment #1: \$5,000 (Due from DLCD upon receipt of draft report)

**3. Evaluate Employment Land Availability, Site Needs, & Tenant Strategy.** Consultant is to outline approach to identifying available employment lands, redevelopment potential of properties within the community, brownfield identification, likely employment densities, land capacity, short term land availability, and a tenant strategy to fill vacancies based on results of Task 2. This will include outreach with industrial and commercial owners and the approach will be vetted and adjusted as needed based upon feedback from staff and the advisory committee. A report with maps will be prepared which will also be vetted with the committee.

Timeline: Months 5-7

Products & Outcomes: Draft Employment Land Availability and Site Needs Report & Map. Outcomes will include proposed sites for redevelopment and reinvestment targets, potential sites outside the UGB if needed, and a portfolio of private and public properties to market.

Payment #2: \$10,000 (Due from DLCD upon receipt of draft report)

**4. Conclusions, Policy Recommendations, and Implementing Measures.** Consultant is to compare and analyze land capacity and demand, identify case studies where similar challenges in other communities were overcome and a cluster strategy led to new private investment, and select key clusters and strategies to support those industry sectors, and discuss implications with staff and the advisory committee on existing tools, development code obstacles, or public-private partnership opportunities. Policies and implementation measures will also be prepared and reviewed and refined by the advisory group.

Timeline: Months 7-9

Products & Outcomes: Memo Outlining Key Conclusions, Policy Recommendations and Implementing Measures. Outcomes will include infographics and visual displays that capture the policy choices between current or expected economic climate and an enhanced economic climate based on key economic factors using socioeconomic data, livability criteria, job growth, and workforce development indicators to delineate the choice. Recommendations will also include regulatory changes to the development code or other obstacles to development.

Payment #3: \$10,000 (Due from DLCD upon receipt of draft report)

**5. Economic Element of the Comprehensive Plan Draft Report.** Consultant is to finalize the above referenced reports and prepare a new Economic Section to the Astoria Comprehensive Plan for consideration by the Planning Commission and City Council. Documents are to be adjusted as needed based upon feedback from these policy making bodies. Public hearings are to be held and a signed adoption ordinance is to be forwarded to DLCD.

Timeline: Months 9-12

Products & Outcomes: Amended Economic Section of the Astoria Comprehensive Plan and supporting Economic Opportunity Analysis documents. Outcomes are a clearer direction on economic development policy and programs, including making a policy decision on expanding the UGB for commercial land.

**6. Economic Development Strategy Draft Report.** Based on the above results, the Consultant will prepare a concise, five year economic development strategy with specific actions, assigned partners, and resources to implement, and present it to the stakeholder advisory committee, Port of Astoria Commission, CEDR Board, and City Council for final adoption.

Timeline: Months 9-12

Products & Outcomes: Five Year Economic Development Strategy. Outcomes will include numerical job targets, identity of at least four key business clusters to retain, expand, or attract, and measures of success including expected changes in socioeconomic indicators and economic impacts to local economy.

Payment: \$20,000 (Due from DLCD upon receipt of draft report)

**b. Schedule (e.g. when will work begin, project milestones, project end):**

See above.

**c. Total Budget**

**Please use the Budget Summary form on the next page, and any**

**additional information as indicated in the footnotes.**

**3. Project Partners**

**List any partners such as other local governments, special districts, state agencies, or other entities Briefly describe the role of each (e.g., will perform work under the grant; will advise; will contribute information or services, etc).**

Partners include the Astoria-Warrenton Chamber of Commerce, CEDR, Port of Astoria, Col-Pac, ADHDA, Astoria Sunday Market, Clatsop Community College, Columbia Memorial Hospital, Clatsop County, Business Oregon, Oregon Workforce Alliance, and Worksource Oregon. All are prepared to contribute information to the process while many will serve on an advisory committee in some capacity either in a technical or stakeholder advisory role. Col-Pac and CEDR in particular are prepared to contribute staff time to help facilitate meetings, conduct outreach to the business community, and provide a regional perspective. Finally, the City's Planning Commission will also be consulted prior to review by the City Council for adoption.

**4. Match, Cost-Sharing, and Local Contribution (see page 4)**

**1:1 cost-sharing (match) is required on federally-funded coastal grants. Describe the type and list the amount of local contributions for the grant (see page four of this application). List other funding sources, if any, and amounts that support this project.**

The City will provide a \$30,000 cash match with \$25,000 from the Astor West Urban Renewal Area for consultant services and \$5,000 from the Community Development Department General Fund to fund printing, travel for panel of speakers, and public involvement related expenses, such as food, room rentals, and web/graphic design services.

**5. Will work be performed by a consultant/contractor for all or part of this project?**

X      Yes           No

**If yes, please describe the work to be performed by the consultant, list the anticipated amount of the contract, and provide name of prospective firm/consultant(s), if known, including address and telephone number.**

The City plans to issue a RFP/RFQ to find a qualified consultant. As described in the "Scope of Work" section, the consultant will conduct the technical analysis and provide recommendations whereas the City will develop and lead the public involvement strategy. The contract amount for the consultant is expected to total \$70,000.

**Grant Budget Summary**

**NOTE: Please use the format in this table when developing a more detailed budget.**

	Grant Request (from DLCD)	Grantee Match (Required)	Total Budget
Personal Services <sup>1</sup>	_____	15,010 (in kind)	15,010
Supplies (if any)	_____	_____	_____
Contract Services <sup>2</sup>	45,000	25,000(AWURA)	70,000
Other <sup>3</sup>	_____	2,500 (GF) 2,500 (AWURA)	5,000
<b>TOTAL<sup>4</sup></b>	<b>\$45,000</b>	<b>\$45,010</b>	<b>\$90,010</b>

Budget notes:

- 1 List all personnel who will work on the project. Compute costs on the basis of the number of expected person-hours, hourly rate, and related payroll expenses for each.
- 2 Total Contract Services. Provide additional information on expected contract services under item 5 on page 2, above.
- 3 List Other expenses (e.g. printing or publishing, travel):  
NOTE: all travel supported by this grant must conform to state travel rates (e.g. mileage, meals, etc).
- 4 The Total grantee match above will equal the Total Grant Request from DLCD (1:1 match). See attached for description of local contribution.

Budget Notes				
Service Type	Personnel	Organization	Hours/Rate	Expenses
Personal Services	Kevin A Cronin	City of Astoria	100/\$66/HR	\$6,600
	Nancy Ferber	City of Astoria	55/\$30/HR	\$1,650
	Sherri Williams	City of Astoria	36/\$35/HR	\$1,260

	Kevin Leahy	CEDR	50/55 HR	\$2,750
	Mary McArthur	Col-Pac	50/55 HR	\$2,750
<b>Subtotal</b>				<b>\$15,010</b>
<b>Contract Services</b>	<b>Consultant (TBD)</b>			<b>\$70,000</b>
<b>Other Expenses</b>	<b>Printing/Publishing</b>	<b>Graphic Designer</b>	<b>\$1,000</b>	<b>\$5,000</b>
	<b>Travel</b>	<b>Panel Presentation</b>	<b>\$1,500</b>	
	<b>Public</b>	<b>Food, Room Rental,</b>	<b>\$2,500</b>	
	<b>Involvement</b>	<b>Public Notices, Flyers</b>		
<b>TOTAL</b>				<b>\$90,000</b>

**Local or state “match” of Federal grants (CZM funds)** may consist of:

- a. **Cash** contributed by the grantee from non-federal revenues or donated to the grantee by non-federal third parties.
- b. **In-kind** contributions (see below) made by grantee and non-federal third parties.

**Cash “match”** must be:

- a. Identifiable from the grantee's records;
- b. Not included as contributions for any other grant or contract;
- c. Necessary and reasonable for proper and efficient accomplishment of project objectives; and
- d. Not borne by the federal government directly or indirectly under any federal grant or contract.

For instance, funds awarded to a local government from the US Army Corps of Engineers or US Fish and Wildlife Service cannot be used as “match” against this grant.

**In-kind contributions** are non-monetary goods and services, as listed below, specifically identifiable to the project. In-kind contributions may be made by the grantee, other public agencies, private organizations, appointed members of advisory committees, or individuals who work on the project, and include such items as:

- a. **Volunteer services** will be valued at different rates depending on the volunteer function. For specialty or professional services, use wage rates consistent with compensation paid for similar work in state and local government or at rates that reflect the grantee's local labor market. For volunteers who attend or participate in committees, workshops, please use the values established by [http://www.independentsector.org/programs/research/volunteer\\_time.html](http://www.independentsector.org/programs/research/volunteer_time.html).
- b. **Materials** include office supplies, lumber, paper, or other supplies directly related to the project. Contributed material value should be reasonable and based on fair market value.
- c. **Equipment, building, land, or office space**, including depreciation and use-charges for equipment and buildings and fair rental charges for land.
- d. **Employees of other organizations** at regular rates for which employees are normally paid, including fringe benefits (OPE) but excluding overhead.

**Establishing the value of “in-kind”** should use normal accounting procedures to establish value as follows:

- a. **Services** - Maintain a record of volunteer services: who, when, where, and why.
- b. **Documentation** - Document your method of computing at the hourly rate for personal services and the cost of materials, equipment, buildings and land charges.

**Rate of local match paid out:** Your non-federal share (match), whether cash or in-kind, is expected to be paid out at the same general rate as the state share (as per federal requirements on OCMP). In other words, at the half-way point in the project about half of the in-kind match shall have been expended. Exceptions to this requirement may be approved by the Grants Officer based on demonstration that the schedule of tasks for the project and the rate of local match for these tasks justifies a delayed payout of cash or accounting of in-kind contributions. In any case, the recipient must fulfill the non-federal cost share commitment over the life of the award.



## CITY OF ASTORIA

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### REQUEST FOR QUALIFICATIONS

#### Economic Development Services for Five Year Economic Development Strategy

**DUE: April 8, 2016 11 am**

The City of Astoria is seeking statements of qualifications from qualified professional economic development consultants for technical analysis, planning, and strategic services for the City's first Five Year Economic Development Strategy. The project includes technical assistance with creating an Economic Opportunities Analysis (EOA) and developing an inventory of key business sectors to grow, expand, retain, and attract, create a clusters strategy of traded sector or knowledge based industries, an entrepreneurial/economic gardening strategy to support startup and first phase businesses, a review of current technical assistance and financial tools, and an overall action plan to achieve each strategy.

#### BACKGROUND

The City of Astoria has historically benefited from the natural resources industries that have dominated the economic and cultural landscape of Oregon coastal communities, including fish processing, forestry, and marine industries. In the last decade, Astoria has become a destination town on the Oregon Coast for tourism: Astoria Column, Lewis & Clark National Historic Park, Downtown Astoria, and various other year round events and attractions. Astoria needs to diversify its economy to supplement the tourism and natural resource based economies. To some extent, Astoria has done this with key investments from the City and State. The fermentation sector has boomed with four breweries, another under construction, and a startup kombucha brewer. Related to the beverage industry is a strong "foodie culture" with restaurants, bakeries, small batch producers, culinary arts and tourism, new commercial kitchens, and a growing community capacity to support this sector. The City has offered technical and financial assistance to some of these businesses, but does not have a coordinated strategy to support these industries as well as other high growth industries that could expand the labor market and provide more living wage job and workforce development opportunities.

The City of Astoria has an updated land inventory for commercial and industrial lands, and the Comprehensive Plan policies and objectives for Goal 9 are not without merit, but are generic statements with little strategic value. As a result, a new Economic Opportunities Analysis is needed to take a fresh look at the next wave of economic development in a global and regional context and a strategic approach to growing specific business sectors. With an EOA in place as a baseline, the City needs a five year action plan to guide its asset management and investment



portfolio to drive more private investment, including commercial real estate, startup capital, angel investing, and venture capital.

Despite being a small town, the City of Astoria has a long history and proven record on executing complex public-private partnerships. The CMH Field, Mill Pond Neighborhood, Liberty Theater, and Fort George Brewery expansion are all success stories and an impressive legacy of projects to build on for a new strategy. The City's Community Development Department is acting as project manager on behalf of the City Manager's Office, the City Council, and regional partners.

## PROJECT STAKEHOLDERS

The project stakeholders identified to date include the following:

- Astoria Downtown Historic District Association (Main Street Organization)
- Astoria Sunday Market (Entrepreneur Hub)
- Astoria Warrenton Chamber of Commerce
- Clatsop Community College
- Clatsop Economic Development Resources (SBDC/Regional Partner)
- Columbia Memorial Hospital
- Columbia Pacific Economic Development District (3 County EDA District)
- Columbia Pacific Preservation Council
- Port of Astoria
- Various City Boards, Commissions, and Departments

## SCOPE OF SERVICES

The following tasks are envisioned by the City and will be modified as necessary during the scope and fee negotiation process once a qualified consultant team is selected:

**1. Project kick-off.** City will hire a consultant through a competitive selection process. City staff will compile background materials from its records and other appropriate sources for the consultant to review. An ad-hoc committee will be formed, with the assistance of the Astoria-Warrenton Chamber of Commerce and CEDR. The committee and consultant will conduct an initial citywide tour of sites and local businesses, followed by a kick-off meeting at which the consultant and staff will outline and clarify the process and project objectives, as needed, based upon feedback from the group. A technical advisory group may also be formed that includes a small group of key staff with the Chamber of Commerce, City of Astoria, CEDR, Astoria Downtown Historic District Association (ADHDA), Col-Pac, and other partner organizations.

Timeline: Month 1-3

Product & Outcomes: Memo documenting consultant selection process, formation of an advisory committee with meeting schedule, and the outcomes of the kick-off meeting (including any process adjustments/ clarifications). Additional outcomes include a specific charter for the advisory committee, expectations for attendance and input, and a City drafted public involvement strategy with clear objectives and expectations.

**2. Update Economic Data and Prepare Employment Forecast.** Consultant will conduct EOA, which includes evaluating relevant national, state, regional, county and local economic development trends, particularly traded sector industries and knowledge based industries, such as medical and educational facilities, and will review the information and approach with staff and the advisory committee. Consultant will further prepare an employment

forecast considering this information and will review the forecast methodology with staff and the ad-hoc committee prior to finalizing the trend data and employment forecast. Targeted stakeholder interviews, focus group, or site tours may be a component of this effort.

Timeline: Months 3-5

Products & Outcomes: Draft Economic Trends and Employment Forecast for the City of Astoria. Outcomes will include infographics and visual displays to help tell the economic story of Astoria and a business case for why Astoria needs an economic development strategy in the face of global competition for talent, resources, and private capital.

**3. Evaluate Employment Land Availability, Site Needs, & Tenant Strategy** Consultant is to outline approach to identifying available employment lands, redevelopment potential of properties within the community, brownfield identification, likely employment densities, land capacity, short term land availability, and a tenant strategy to fill vacancies based on results of Task 2. This will include outreach with industrial and commercial owners and the approach will be vetted and adjusted as needed based upon feedback from staff and the advisory committee. A report with maps will be prepared which will also be vetted with the committee.

Timeline: Months 5-7

Products & Outcomes: Draft Employment Land Availability and Site Needs Report & Map. Outcomes will include proposed sites for redevelopment and reinvestment targets, potential sites outside the UGB if needed, and a portfolio of private and public properties to market.

**4. Conclusions, Policy Recommendations, and Implementing Measures** Consultant is to compare and analyze land capacity and demand, identify case studies where similar challenges in other communities were overcome and a cluster strategy led to new private investment, and select key clusters and strategies to support those industry sectors, and discuss implications with staff and the advisory committee on existing tools, development code obstacles, or public-private partnership opportunities. Policies and implementation measures will also be prepared and reviewed and refined by the advisory group.

Timeline: Months 7-9

Products & Outcomes: Memo Outlining Key Conclusions, Policy Recommendations and Implementing Measures. Outcomes will include infographics and visual displays that capture the policy choices between current or expected economic climate and an enhanced economic climate based on key economic factors using socioeconomic data, livability criteria, job growth, and workforce development indicators to delineate the choice. Recommendations will also include regulatory changes to the development code or other obstacles to development.

**5. Economic Element of the Comprehensive Plan Draft Report.** Consultant is to finalize the above referenced reports and prepare a new Economic Section to the Astoria Comprehensive Plan for consideration by the Planning Commission and City Council. Documents are to be adjusted as needed based upon feedback from these policy making bodies. Public hearings are to be held and a signed adoption ordinance is to be forwarded to DLCD.

Timeline: Months 9-12

Products & Outcomes: Amended Economic Section of the Astoria Comprehensive Plan and supporting Economic Opportunity Analysis documents. Outcomes are a clearer direction on economic development policy and programs, including making a policy decision on expanding the UGB for commercial land.

**6. Economic Development Strategy Draft Report.** Based on the above results, the Consultant will prepare a concise, five year economic development strategy (action plan) with specific actions, assigned partners, and resources and tools to implement, and present it to the stakeholder advisory committee, Port of Astoria Commission, CEDR Board, and City Council for final adoption.

Timeline: Months 9-12

Products & Outcomes: Five Year Economic Development Strategy. Outcomes will include numerical job targets, identity of at least four key business clusters to retain, expand, or attract, and measures of success including expected changes in socioeconomic indicators and economic impacts to local economy, and summary of technical and financial assistance tools.

### TENTATIVE PROJECT SCHEDULE

Following is a general schedule of activities for the project:

Task	Estimated Date
Request for Qualifications 1 <sup>st</sup> Publication	March 15, 2016
Qualification statements due to City	April 8, 2016
Selection of design consultant team	April 15, 2016
Issue Notice to Proceed	May 2, 2016
Task 1-3: Develop Alternatives	Summer/Fall 2016
Task 4: Final Report & Presentation	Winter 2017

### QUALIFICATION STATEMENT REQUIREMENTS

The consultant is to provide adequate information that will render it qualified and capable of effectively accomplishing the project. Sealed qualifications (5 COPIES) must be received no later than 11:00 AM Friday, April 8, 2016 at the address on the Cover Sheet. Faxed or emailed submissions will not be accepted. Qualifications received after the appointed time will be returned unopened. Limit submittals to 10 pages or less, not including resumes.

- Cover letter
- Specialized experience and knowledge including related experience with complex economic development programs, tools, analysis, public private partnerships, and financing
- Experience and capabilities of proposed team members
- Professional qualifications
- Experience coordinating outreach activities and gathering of input from project stakeholders
- Graphic design capability, layout of proposal, and branding of work products

### EVALUATION CRITERIA

The consultant will be evaluated and ranked based on proven experience, expertise, and technical merit for the requested services. Added consideration will be given to those applicants who have successfully completed similar projects. After a consultant is chosen, they will be asked to develop a project management plan, budget and schedule for the project. If an acceptable plan, budget, schedule, and contract cannot be developed, the selection panel will meet and select another consultant from the original RFQ submittals and restart negotiations.

1	Specialized experience in the type of work to be performed. Knowledge of redevelopment concepts, financing, and public private partnerships.	20 Points
2	Capacity and capability to perform the work within the time limitations.	20 Points
3	Educational and professional record, including past record of performance on contracts with governmental agencies and private parties with respect to cost control, quality of work, and ability to meet schedules.	20 Points
4	Availability to perform the assignment and familiarity with the area in which the specific work is located.	20 Points
5	Demonstrated ability to coordinate outreach activities to gather input from multiple stakeholders and meet expected outcomes.	10 Points
6	Graphic design capability, layout of proposal, and branding of work products	10 Points
	TOTAL	100 Points

**DELIVERY OF QUALIFICATION STATEMENTS**

Deliver five (5) hard copies of the qualification statement to:

Kevin A. Cronin, AICP, Director  
 Community Development Department  
 City of Astoria  
 1095 Duane Street  
 Astoria, OR 97103

RE: Five Year Economic Development Strategy  
 RFQ for Economic Development Services

Any qualification statements received after the above specified time will not be considered.

Electronic submittals will not be accepted.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest.


Address questions, comments or concerns regarding the project directly to Kevin A. Cronin, Community Development Director at (503) 338-5183 or [kcronin@astoria.or.us](mailto:kcronin@astoria.or.us).



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

March 15, 2016

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: **OR202: HIGH SCHOOL TO HANOVER ST., SIDEWALKS – SURFACE  
TRANSPORTATION PROGRAM (STP) FUND TRANSFER FOR PRELIMINARY  
ENGINEERING**

**DISCUSSION/ANALYSIS**

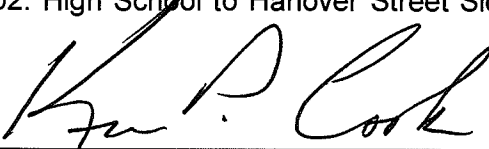
On January 19, 2016, Council approved the Intergovernmental Agreement with ODOT to secure funding for the OR202: High School to Hanover St. Sidewalk Project. The agreement provides Multimodal Transportation Enhance Program (MTEP) funds in the amount of \$2,243,250 with the City being responsible for a match of \$256,750, for a project total of \$2,500,000.

ODOT is currently in the process of programming funds for the project and has requested that the City deposit our share of the preliminary engineering cost (see attached letter). Once this is completed, the City and ODOT will begin preparing solicitation documents for procurement of preliminary engineering services for the project. The preliminary engineering for the project is funded at \$250,000 including the City's share, \$25,675.00 (10.27%). Staff recommends utilizing the City's allocated Surface Transportation Program (STP) funds, also managed by ODOT, as a match for this work. This can be completed through a Fund Exchange Agreement that exchanges STP funds for State funds at a rate of 94 cents on the dollar. The City will need to request that \$27,313.83 of our STP funds are exchanged to meet the \$25,675.00 preliminary engineering match obligation. The City's current STP fund balance is \$148,128.11. The City has used this process to fund our obligations on previous ODOT/City projects including the Franklin Avenue Bridge, Irving Avenue Bridge, and the Waterfront Bridge Project. If authorized, Staff will submit a formal request to ODOT for the fund exchange and follow up with the necessary ODOT agreement.

**RECOMMENDATION**

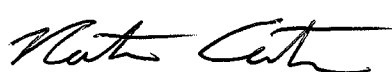
It is recommended that the Astoria City Council authorize Staff to request an STP Fund Exchange to provide the Preliminary Engineering match for the OR202: High School to Hanover Street Sidewalk Project.

Submitted By



Ken Cook, Public Works Director

Prepared By



Nathan Crater, Assistant City Engineer

March 4, 2016

**REMITTANCE COPY**

**ATTN JEFF HARRINGTON CITY ENGINEER  
CITY OF ASTORIA  
1095 DUANE ST  
ASTORIA OR 97103**

**Subject:** OR202: H.S. TO HANOVER, SIDEWALKS (ASTORIA)  
Project #0315(018)  
EA #PE002640  
Agreement #30928

We are in the process of programming funds for this project with FHWA. Per our agreement #30928, The City of Astoria is to deposit their share of the preliminary engineering costs. The following is a summary of the estimated costs for the project:

Estimated preliminary engineering by ODOT	\$20,000.00
Estimated preliminary engineering by Consultant	\$230,000.00
Less Federal funds	<u>(\$224,325.00)</u>
<b>Amount Due</b>	<b>\$25,675.00</b>

You may use one of the three options for payment outlined in our attachment. Please submit your advance deposit upon receipt of this notice. Please return the remittance copy of this letter to ensure the proper project is credited.

When making your advance deposit please make it based on the agreement number and not on the project number. This will allow us to transfer funds from one project phase to another.

If you have any questions concerning this request please feel free to call me at 503-986-3224.

Thank you for your prompt attention to this matter.

Sincerely,

*Jennifer Jones*

Jennifer Jones  
Program and Funding Services  
[jennifer.d.jones@odot.state.or.us](mailto:jennifer.d.jones@odot.state.or.us)

**PLEASE REMIT CASH PAYMENTS TO:**

ATTN CASH RECEIPTS TECHNICIAN  
OREGON DEPARTMENT OF  
TRANSPORTATION  
355 CAPITOL ST NE MS 21  
SALEM OR 97301

**PLEASE REMIT LGIP PAYMENTS TO:**

ATTN JENNIFER JONES  
OREGON DEPARTMENT OF  
TRANSPORTATION  
555 13<sup>TH</sup> ST NE STE 2  
SALEM OR 97301

## Advance Deposit Payment Options

### **Option 1 - Check**

The Local Agency will make their check in the prescribed amount payable to the Oregon Department of Transportation (ODOT) and send it to:

Attn Cash Receipts Technician  
ODOT Financial Services  
355 Capitol St NE MS 21  
Salem Oregon 97301

### **Option 2 - Local Government Investment Pool (LGIP)**

The Local Agency will wire the prescribed amount from their bank to the State Treasurer's Office for deposit in the Local Government Investment Pool. The Local Agency will furnish ODOT Highway Program Office with an irrevocable limited power of attorney, and a letter of confirmation of deposit of funds (sample attached). The letter of confirmation must include:

1. LGIP account #
2. Agreement #
3. Project #
4. Dollar amount of the funds deposited
5. Specifically state the funds have been deposited for ODOT withdrawal
6. Name of the project the funds are being deposited for
7. Authorized signature of Local Agency

Send to:

Attn Jennifer Jones  
ODOT Program & Funding Services  
555 13<sup>th</sup> St NE STE 2  
Salem Oregon 97301  
[jennifer.d.jones@odot.state.or.us](mailto:jennifer.d.jones@odot.state.or.us)  
FAX# 503-986-4173

The Local Agency will receive the interest, which is credited daily and posted monthly. A monthly statement will be furnished by the State Treasurer, showing transactions and accrued interest.

### **Option 3 - Letter of Credit**

The Local Agency will obtain an irrevocable letter of credit from a bank, savings bank, trust company or savings association, and send it to:

Attn Jennifer Jones  
ODOT Program & Funding Services  
555 13<sup>th</sup> St NE STE 2  
Salem Oregon 97301  
[jennifer.d.jones@odot.state.or.us](mailto:jennifer.d.jones@odot.state.or.us)  
FAX# 503-986-4173

Note: The Local Government share of the estimated cost must at all times be covered by some form of advanced deposit. We may ask the Local Government to extend a letter of credit upon its expiration, or they may choose to replace the balance of an expired letter of credit with either cash or a deposit in the Local Government Investment Pool.

## Sample Confirmation Letter of LGIP Deposit

Attn Jennifer Jones  
ODOT Program & Funding Services  
555 13<sup>th</sup> St NE STE 2  
Salem Oregon 97301

RE: Deposit to LGIP account #XXXX

(Name of local agency) made a deposit into the Local Government Investment Pool (LGIP) account #xxxx, for ODOT to withdraw against for:

Project Name: XYZ project  
Project #: XXXX(XXX)  
Agreement #: XXXXX  
Amount transferred: \$XX,XXX.XX

### *Signature*

Name of signer authorized by Local Agency to release funds to ODOT  
Title of signer  
Address  
Phone  
Fax  
Email



**IRREVOCABLE  
LIMITED POWER OF ATTORNEY  
LOCAL GOVERNMENT INVESTMENT POOL**

\_\_\_\_\_, hereby appoints the Investment Manager of Oregon State Excess Fund, as attorney-in-fact for it, and said officer shall have the Power of Attorney to negotiate transfers to the Oregon Department of Transportation and delivered to said officer by either the Chief Financial Officer or Staff delegated the authority for the State of Oregon, for the purpose of depositing the proceeds of such fund transfers to the account of the Oregon Department of Transportation, with the Oregon State Treasurer.

\_\_\_\_\_, has deposited with the State of Oregon Investment Pool the sum of \$ \_\_\_\_\_ in Account No. \_\_\_\_\_. The purpose of this deposit is to create a fund from which to pay its share of the cost of certain improvements to be made in connection with \_\_\_\_\_.

This document authorizes the Chief Financial Officer of the Oregon Department of Transportation to draw, or delegate the authority to draw, on the account to pay project costs. The signature of the State upon a voucher in a form acceptable to the custodians of the State Investment Pool shall constitute proper authority for the withdrawal of money up to the amount of the deposit identified above.

The authorized signatures shall be furnished by the Chief Financial Officer of the Oregon Department of Transportation to the State Treasury Department.

The local agency can withdraw interest earned by this account, as it deems appropriate.

The local agency, by approval of individual County/State or City/State project finance agreements, delegates authority to the Administration Manager, or duly appointed representative, to execute appropriate fund transactions.

By the power vested in the Administrative Manager, this Power of Attorney is authorized by \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Approved by: \_\_\_\_\_

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

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



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

March 15, 2016

**MEMORANDUM**

TO:  MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **IRVING AVENUE BRIDGE AT 19<sup>TH</sup> STREET – WATERLINE REPLACEMENT UPGRADE**

**DISCUSSION/ANALYSIS**

The Irving Avenue Bridge is now complete and open to traffic with some punch list items remaining to be taken care of by the contractor. The project is also within the project budget authorized by City Council and as outlined in the Intergovernmental Agreement (IGA) with Oregon Department of Transportation (ODOT).

At the November 18, 2013 City Council meeting, Council authorized IGA Amendment #1 with ODOT to include replacement of the existing City waterline along with the bridge replacement. The cost of the new waterline was funded by a combination of both ODOT grant funds and City matching funds. During the project it was determined that the size of the waterline needed to be increased to accommodate fire flows. ODOT initially indicated that the additional cost for upsizing could be funded out of the project budget.

During the ODOT project closeout process it was later determined that the already deposited City match funds from the project budget could not be used for the additional costs. The additional cost for the waterline is documented in the attached ODOT change order at a City cost of \$44,911.05. It is proposed that the Public Works Improvement Fund (PWIF) be used to fund the improvements since it would have been used otherwise to fund the replacement of the waterline if not for the bridge project. As Council may recall, the Spur 14 project (included in the PWIF) will not be constructed this fiscal year. Within the PWIF, the budget line item for the Spur 14 Waterline project has a remaining balance of \$99,460 (after Council allocation of funds for the Bear Creek Seismic Study Phase 2 on October 19, 2015).

Since ODOT will not allow the City to use the deposited project funds for the waterline change order, then these funds will be returned to the City after the project finances are reconciled. This refunded amount is anticipated to be approximately \$52,000 and will be deposited into the ODOT Surface Transportation Program (STP) fund for the City's use as matching funds on other bridge projects. The remaining funds may take up to a year to be returned to the City after project closeout by the State.





DAVID EVANS  
AND ASSOCIATES INC.

TRANSMITTAL

DATE: February 29, 2016

TO: Jeff Harrington  
Public Works Department – Astoria City Hall  
1095 Duane St.  
Astoria, OR 97103

FROM: Richard Smith                      TELEPHONE NO: 971.303.2366

SUBJECT: Contract Change Order No. 6 – 12 Inch Diameter Waterline

PROJECT: C14701  
Irving Avenue: 19th Street Bridge #07T01 (Astoria)

VIA:  REGULAR MAIL     OVERNIGHT MAIL     COURIER     EMAIL     OTHER

COPIES	DESCRIPTION
1	Contract Change Order No. 6 – 12 Inch Diameter Waterline
1	Increase in Construction Authorization

- AS YOU REQUESTED     FOR YOUR APPROVAL     RETURN REQUESTED     FOR YOUR INFORMATION  
 RECORDS MANAGEMENT     FOR YOUR USE     FOR YOUR REVIEW     OTHER

COMMENTS

Jeff,

Attached for the City of Astoria's review and execution is Contract Change Order No. 6 for the change in waterline diameter from 6 inch diameter to 12 inch diameter. The increase in pipe diameter is non-participating for federal funding. The attached Increase in Construction Authorization form is needed to incorporate non-participating funds into the construction authorization.

If there are any questions concerning this CCO please let me know. If there are no questions, could you please have Ken Cook sign in the "Recommended by Local Agency" box on Page 1 of the Contract Change Order, and the "Noted by Local Agency" box on Page 1 of the Increase in Construction Authorization. If possible, I would like to pick these documents up on Wednesday when I am at your office, then deliver them to Bill Jablonski at ODOT while I am in Astoria.



# CONTRACT CHANGE ORDER (Page 1)

NOTICE: THIS FORM MUST BE TYPEWRITTEN

PROJECT NAME (SECTION) Irving Avenue: 19th Street Bridge #07T01 (Astoria)		KEY NO. 16044	REGION 2	CONTRACT NO. 14701
HIGHWAY Irving Avenue	PROJECT MANAGER Richard Smith	AGENCY PROJECT MANAGER Bill Jablonski		F.A. PROJECT NO. STP-0315(010)
CONTRACTOR NAME AND MAILING ADDRESS Carter & Company, Inc. 4676 Commercial St SE #203 Salem, OR 97302		PM (CONSULTANT OR LOCAL AGENCY) NAME AND ADDRESS David Evans and Associates, Inc. 530 Center Street Suite 605 Salem, OR 97301		CHANGE ORDER # 6

**THIS CONTRACT IS HEREBY MODIFIED AS FOLLOWS (DESCRIPTION AND LOCATION OF WORK COVERED BY THIS ORDER):**

This contract change order is additional compensation for upsizing the planned potable water line from 6 inch diameter to 12 inch diameter. Payment will be made under the current bid items, with this lump sum contract change order the Contractor is compensated for the additional cost of upsizing the waterline. Payment also includes compensation for a maintenance platform constructed at the air release valve location at the east end of the bridge.

The increase in water line diameter from 6 inch diameter to 12 inch diameter is non-participating for federal funds.

**SPECIFICATIONS AND PROVISIONS - THE WORK TO BE DONE UNDER THIS ORDER IS TO BE PERFORMED, MEASURED, AND PAID FOR IN ACCORDANCE WITH THE TERMS FOR THE ABOVE CONTRACT EXCEPT AS MODIFIED AS FOLLOWS -**

There is no additional contract time associated with this work.

Perform the work according to the modified plans in Attachment "A", and according to the Standard Specifications and Special Provisions. There is no separate measurement for this work, payment is on a lump sum basis.

PAY ITEM	Sub Job	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
4006	010	Upsize Potable Water Line to 12 Inch Diameter	1.00	LS	\$44,911.05	\$44,911.05
<input type="checkbox"/> Additional items listed on attached Page 2						TOTAL FROM PAGE 2
						\$0.00

ESTIMATED NET COST EFFECT OF THIS AGREEMENT ON THE CONTRACT:

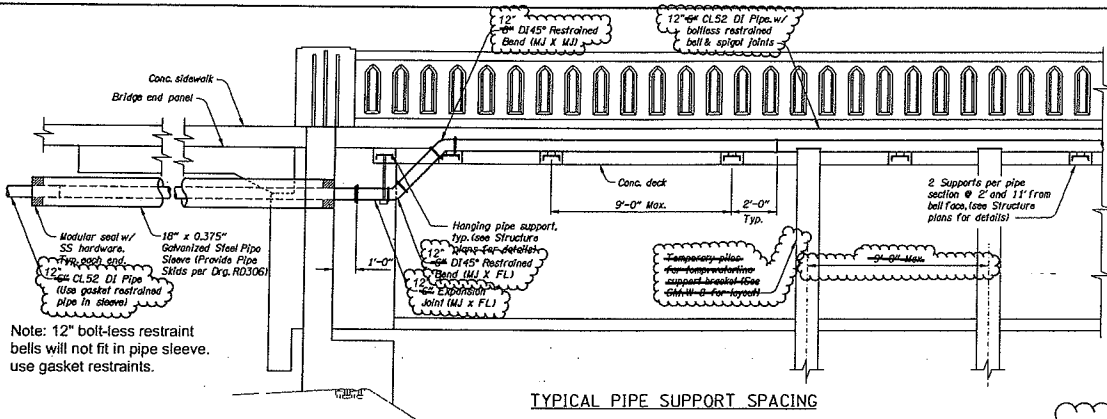
INCREASE  \$44,911.05  
DECREASE

CONTRACTOR SIGNATURE  IS  IS NOT NECESSARY (EXPLAIN IN SUPPORTING DATA)  
 CONTRACTOR SIGNATURE MAKES THIS CONTRACT CHANGE ORDER A SUPPLEMENTAL AGREEMENT

FOR SUPPLEMENTAL AGREEMENTS ONLY: Contractor: Please indicate your agreement by signing, dating and returning the original to the Project Manager. Work shall not begin until you are notified that the agreement has either been approved or that work may commence under advance approval. Your signature further indicates agreement that payments in accordance with the agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described work covered by this agreement, and releases and discharges the State from other costs except as provided herein.

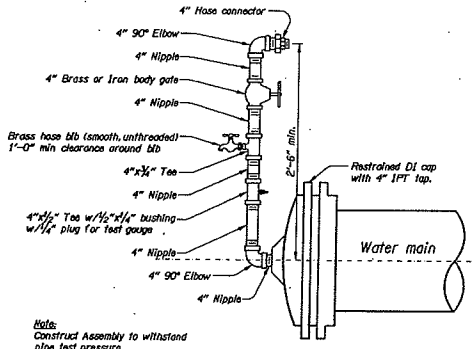
CONTRACTOR SIGNATURE Print: <u>Matthew L. Carter</u> Sign: <u>[Signature]</u>	DATE 2/29/2016	AGENCY PM (ODOT only) <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED Print: _____ Sign: _____
RECOMMENDED BY LOCAL AGENCY Print: _____ Sign: _____	DATE _____	AREA MANAGER: <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMMENDED <input type="checkbox"/> APPROVED Print: _____ Sign: _____
RECOMMENDED BY PM (IF EXTERNAL TO ODOT) Print: _____ Sign: _____	DATE _____	CONSTRUCTION SECTION: <input type="checkbox"/> NOTED <input type="checkbox"/> APPROVED DATE _____

**ODOT (Internal):** After obtaining Contractor's signature, the Project Manager signs and submits the original through the Area Manager to Construction Section.  
**ODOT (Outsourced):** After obtaining Contractor's signature, the Project Manager submits original to Agency PM (ODOT PM or Local Agency Liaison), as appropriate, who then submits through the Area Manager to Construction.  
**All Projects:** Construction will distribute fully signed copies to the Project Manager, Agency PM, Contractor, and others as appropriate.



TYPICAL PIPE SUPPORT SPACING

Construction phase modifications to increase waterline to 12" diameter.  
GULN 5/27/2015



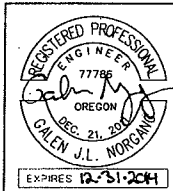
TEMPORARY 4" CONSTRUCTION TEST/SAMPLE ASSEMBLY

See attached sheet for 12 inch pipe restraint requirements.

Fitting Type	Restraint Length	Restraint Length 2
6-inch 45° Horizontal Bend	30 ft.	
6-inch 22.5° Horizontal Bend	5 ft.	
6-inch 11.25° Vertical Offset	6 ft.	2 ft. (lower bend)
6x6x6-inch Tee	38 ft.	3 ft. (along run)
6-inch Dead End	54 ft.	

Notes:  
1. Calculations are based on: ductile iron pipe with a 150 psi test pressure; a 2:1 factor of safety; and Class B trench backfilling.  
2. Exposed, suspended, and sleeved pipe sections shall be restrained for the entire run, refer to plans.

C14701 - Irving Ave: 19th St Bridge #07T01 (Astoria)  
Contract Change Order No. 6  
Attachment "A"  
Sheet 1 of 8



**OREGON DEPARTMENT OF TRANSPORTATION**

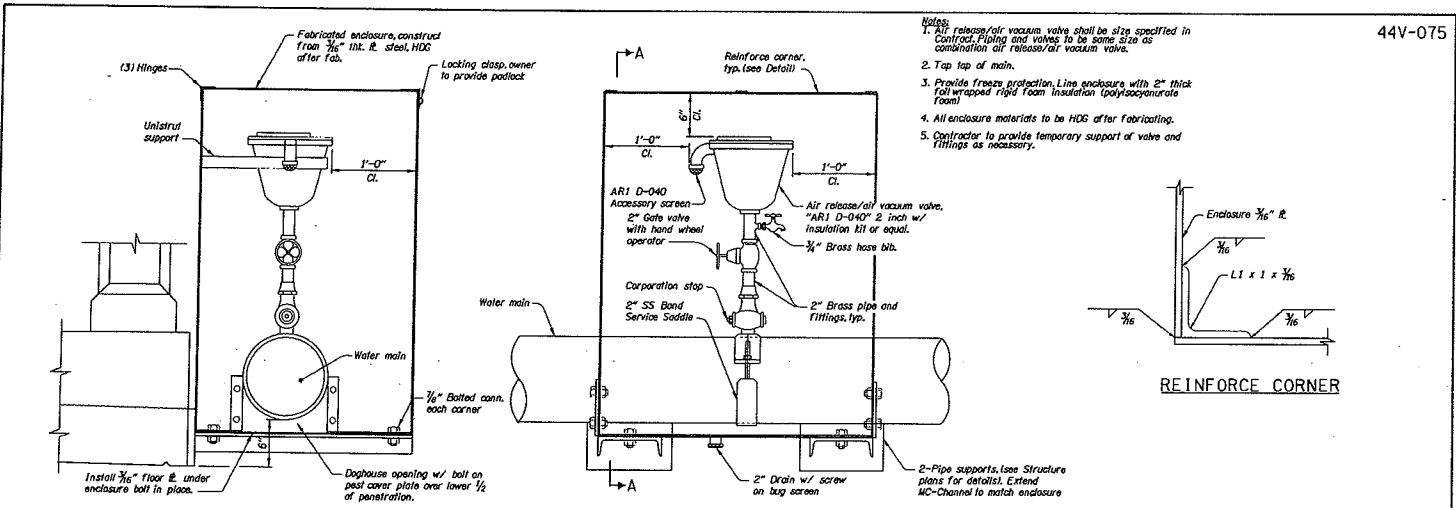
**DAVID EVANS AND ASSOCIATES INC.**  
530 Center Street NE, Suite 805  
Salem, Oregon 97301 Ph: 503.341.8833

**IRVING AVE-19TH ST BRIDGE #07T01 (ASTORIA)**  
IRVING AVENUE  
CLATSOP COUNTY

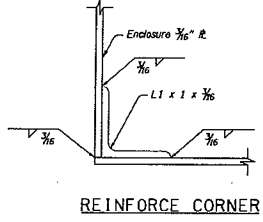
Reviewed By: J. Burch  
Designed By: G. Morgan  
Drafted By: A. Mitchell

**WATERLINE DETAILS**

SHEET NO. **W-1**

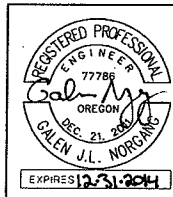


- Notes:**
1. Air release/air vacuum valve shall be size specified in Contract. Piping and valves to be same size as combination air release/air vacuum valve.
  2. Tap top of main.
  3. Provide freeze protection. Line enclosure with 2" thick foil wrapped rigid foam insulation (polystyrene/urea foam).
  4. All enclosure materials to be HDG after fabricating.
  5. Contractor to provide temporary support of valve and fittings as necessary.

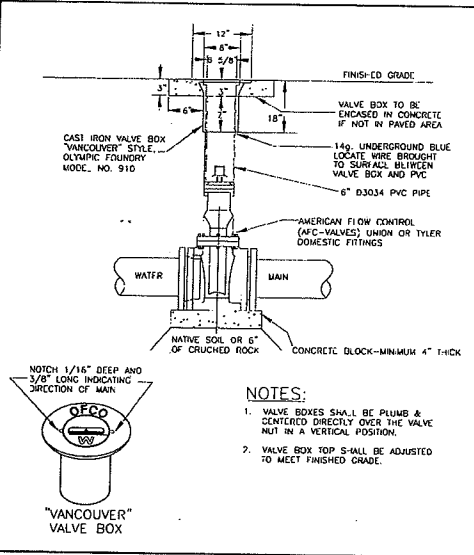


Contractor to submit shop drawings of enclosure to verify fit with increased water main size (12-inch).

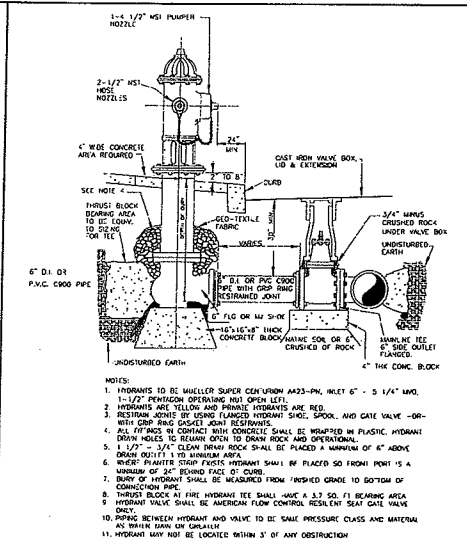
C14701 - Irving Ave: 19th St Bridge #07T01 (Astoria)  
 Contract Change Order No. 6  
 Attachment "A"  
 Sheet 2 of 8



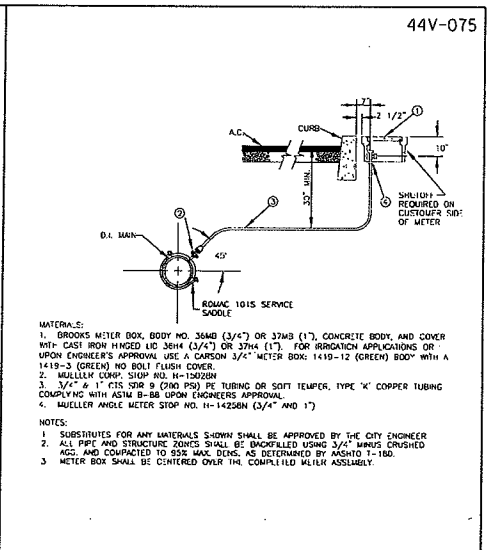
OREGON DEPARTMENT OF TRANSPORTATION	
DAVID EVANS AND ASSOCIATES INC. 530 Center Street NE, Suite 600 Salem, Oregon 97301    Tel: 503.361.8535	
IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA) IRVING AVENUE CLATSOP COUNTY	
Reviewed By - J. Burd Designed By - C. Morgans Drafted By - A. Mitchell	
WATERLINE DETAILS	SHEET NO. W-2



- NOTES:**
1. VALVE BOXES SHALL BE PLUMB & CENTERED DIRECTLY OVER THE VALVE NUT IN A VERTICAL POSITION.
  2. VALVE BOX TOP SHALL BE ADJUSTED TO MEET FINISHED GRADE.



- NOTES:**
1. HYDRANTS TO BE MUELLER SUPER CENTURION AA23-PN, INLET 6" - S 1 1/4" AND 1-1/2" PENNSYLVANIA OPERATING NOT OPEN LEFT.
  2. HYDRANTS ARE YELLOW AND SPINNE HYDRANTS ARE RED.
  3. RESTRAIN JOINTS BY USING FLANGED HYDRANT SHOES, SPOOL, AND GATE VALVE - OR WITH LOW BRAG CASSETTE JOINT RESTRAINTS.
  4. ALL FITTINGS IN CONTACT WITH CONCRETE SHALL BE WRAPPED IN PLASTIC HYDRANT WRAP HOLES TO RELIEVE OPEN TO SPARK RISK AND OPERATIONAL.
  5. 1/2" - 3/4" CLEAN BREAK ROCK SHALL BE PLACED A MINIMUM OF 6" ABOVE HYDRANT HOLES TO ITS MINIMUM AREA.
  6. WHERE PLUMBER STOP FUSION HYDRANT SHALL BE PLACED SO FRONT POINT IS A MINIMUM OF 2' BEHIND FACE OF CURB.
  7. BODY OF HYDRANT SHALL BE MEASURED FROM FINISHED GRADE TO BOTTOM OF CONNECTION PIPE.
  8. THURST BLOCK AT FIRE HYDRANT TEE SHALL HAVE A 3' SQ. FT BEARING AREA.
  9. HYDRANT VALVE SHALL BE AMERICAN FLOW CONTROL RESILIENT SEAT GATE VALVE ONLY.
  10. PIPING BETWEEN HYDRANT AND VALVE TO BE SAME PRESSURE CLASS AND MATERIAL AS MAIN MAIN OR BRANCH.
  11. HYDRANT MAY NOT BE LOCATED WITHIN 3' OF ANY OBSTRUCTION.



- MATERIALS:**
1. BROOKS METER BOX, BODY NO. 3640 (3/4") OR 3743 (1"), CONCRETE BODY, AND COVER KIT - CASH IRON HIKED HD 38H (3/4") OR 37H (1") FOR IRRIGATION APPLICATIONS OR UPON ENGINEER'S APPROVAL USE A CARSON 3/4" METER BOX; 1419-12 (GREEN) BODY WITH A 1419-3 (GREEN) HO BOLT FLUSH COVER.
  2. MUELLER CORP. STOP VALVE H-14258N
  3. 3/4" & 1" CIS STD 9 (2ND PS) PE TUBING OR SOFT TEMPER, TYPE "K" COPPER TUBING COMPLYING WITH ASTM B-88 UPON ENGINEER'S APPROVAL.
  4. MUELLER ANGLE METER STOP NO. H-14258N (3/4" AND 1")
- NOTES:**
1. SUBSTITUTES FOR ANY MATERIALS SHOWN SHALL BE APPROVED BY THE CITY ENGINEER.
  2. ALL PIPE AND STRUCTURE JOINTS SHALL BE BACKFILLED USING 3/4" MARNS CRUSHED AGG. AND COMPACTED TO 95% MAX. DENS. AS DETERMINED BY ASTM 1-100.
  3. METER BOX SHALL BE CENTERED OVER THE COMPLETED METER ASSEMBLY.

WATER VALVE DETAIL

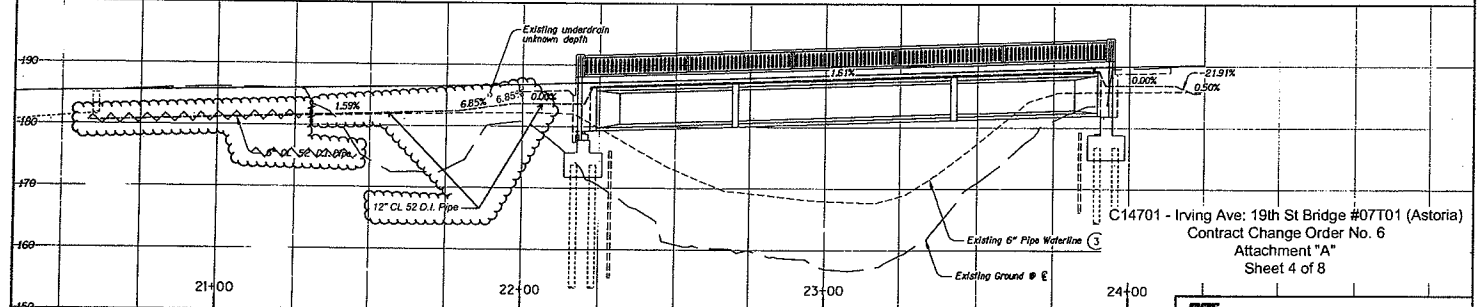
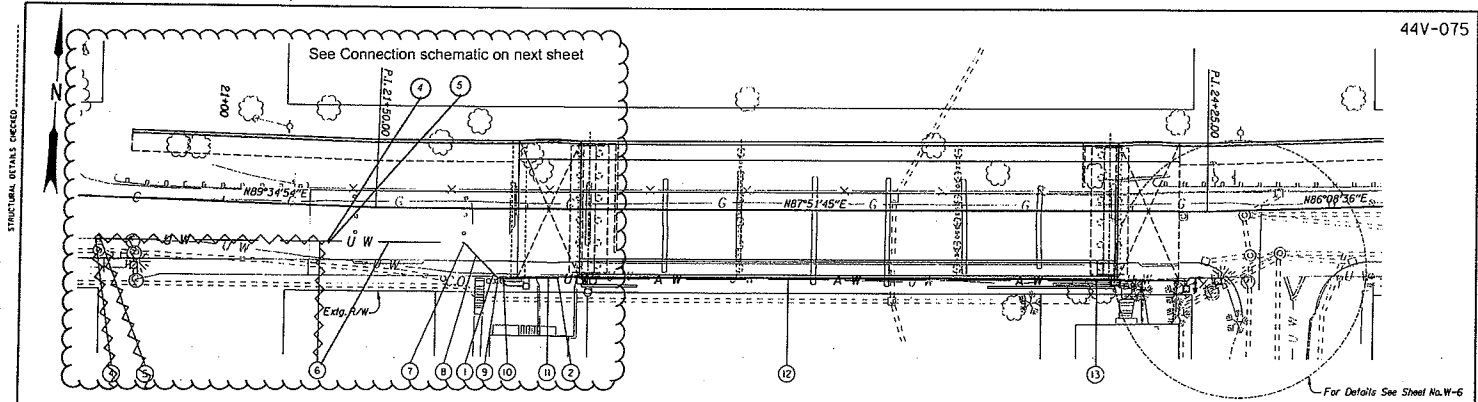
FIRE HYDRANT DETAIL

3/4" & 1" WATER SERVICE DETAIL

C14701 - Irving Ave: 19th St Bridge #07T01 (Astoria)  
 Contract Change Order No. 6  
 Attachment "A"  
 Sheet 3 of 8

<b>OREGON DEPARTMENT OF TRANSPORTATION</b>	
<b>DAVID EVANS AND ASSOCIATES INC.</b> 330 Cedar Street NE Salem, OR 97301 PH: 503.341.8635	
IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA) IRVING AVENUE CLATSOP COUNTY	
Reviewed By: J. Burg Designed By: G. Morrison Drafted By: A. McNeil	
<b>WATERLINE DETAILS</b>	SHEET NO. <b>W-3</b>

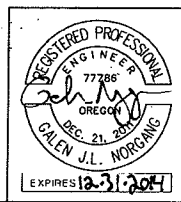




C14701 - Irving Ave: 19th St Bridge #07T01 (Astoria)  
 Contract Change Order No. 6  
 Attachment "A"  
 Sheet 4 of 8

- Notes**
- Contractor to verify location and depth of all existing utilities prior to construction. Immediately notify Engineer of any conflicts.
  - Maintain min. 1.0' clearance from proposed waterline and existing utilities to remain in place.
  - Maintain min. 1.5' vertical clearance from proposed waterline and existing sanitary sewer lines. Ref. OAR 333-061-0050.
  - Existing 6" waterline, and services to remain in service throughout construction. Contractor shall protect existing line as needed to ensure continual service during construction.
  - Exposed waterline to be constructed prior to bridge construction. Contractor to provide temporary support of proposed waterline as detailed for details.

- Notes continued:**
- After completion of waterline testing, proposed waterline shall be connected to existing waterline. Pipe and fittings used for connection shall be disinfected by chlorine spray and flushing. Total shutdown of existing waterline system shall not exceed 8 hours. Contractor to notify residents, Engineer, and owner a min. of 72 hours before interruption. Interruption shall take place between the hours of 8AM and 5PM on Monday thru Thursday, excluding Holidays.
  - Contractor is responsible for protecting proposed waterline during remainder of construction.
  - See Sheet W-5 for bubble notes.



**OREGON DEPARTMENT OF TRANSPORTATION**

**DAVID EVANS AND ASSOCIATES INC.**  
 330 Center Street NE Suite 800  
 Salem Oregon 97301 Ph: 503.341.0633

IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA)  
 IRVING AVENUE  
 CLATSOP COUNTY

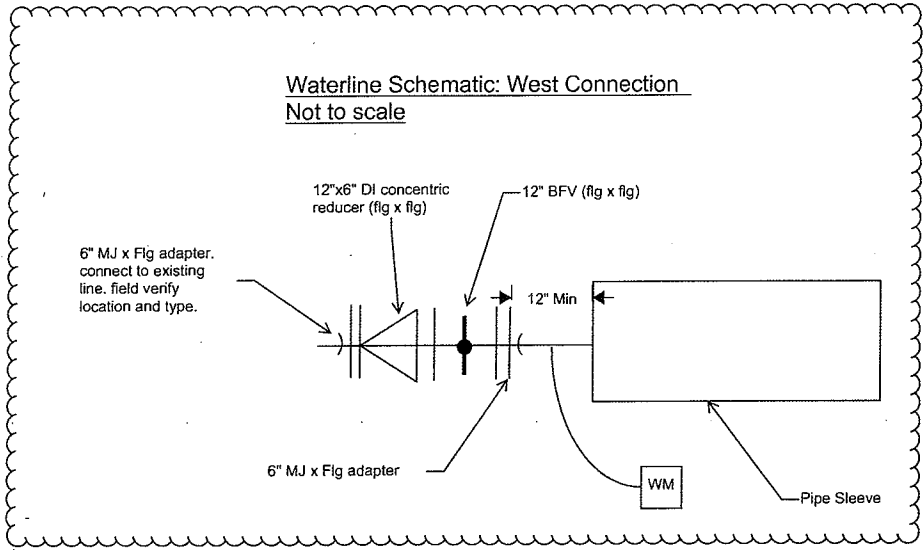
Reviewed By - J. Burd  
 Designed By - G. Norrong  
 Drafted By - A. Michan

**WATERLINE**

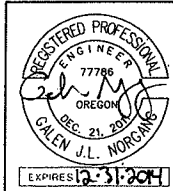
SHEET NO. W-4

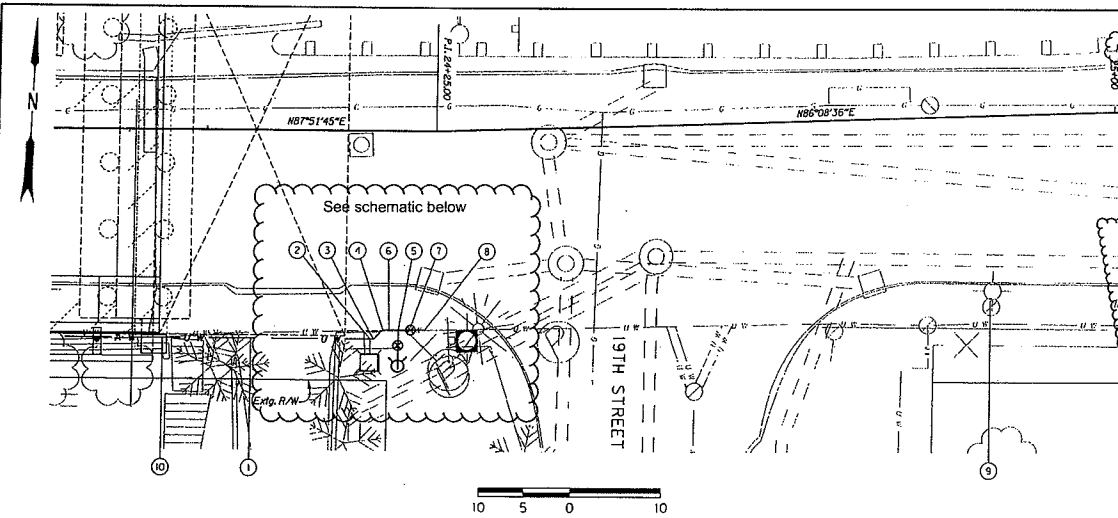
- ① Potential buried utility conflict. Contractor verify, coordinate with utility owner.
- ② Sta. 21+93.0 - Sta. 22+19.0  
Inst. 18" Protective pipe sleeve - 26'  
(For Details, see SM.W-1)
- ③ Protect exist. waterline during const. Remove after proposed waterline is in service.
- ④ Sta. 21+88.5 - Sta. 21+40.0, 11 ft.  
Connect to existing 6" waterline (PVC) - 1 Each  
Contractor to verify location and elevation. Immediately notify Engineer of any inconsistencies.
- ⑤ Inst. 6" D.I. Gate-valve Inst. 12" D.I. Butterfly valve  
(For Details, see SM.W-3)
- ⑥ Sta. 21+50.1 - Sta. 21+76.3  
Inst. 6" potable water pipe - 120.6'  
with Class B backfill and tracer wire  
(For Details, see SM.W-3)
- ⑦ Sta. 21+79.3, 11.1' ft.  
Inst. 45° D.I. restrained band  
Rotate up to clear existing waterline
- ⑧ Sta. 21+79.3 - Sta. 21+90.7  
Inst. 12" 4" 6" potable water pipe - 16.1'  
with Class B backfill and tracer wire
- ⑨ Sta. 21+90.7, 22.5' ft.  
Inst. 45° D.I. restrained band  
Rotate down to match well penetration grade.  
(For Details, see SM.W-1)
- ⑩ Sta. 21+92.5, 22.5' ft.  
Inst. 1" water service  
(For Details, see SM.W-3)
- ⑪ Sta. 21+90.7 - Sta. 22+20.0  
Inst. 12" 4" 6" potable water pipe - 29.3'  
with Class E backfill and tracer wire
- ⑫ Sta. 22+20.0 - Sta. 23+92.5  
Suspend 12" 4" 6" potable water pipe - 172.5'  
(For Details, see SM.W-1)
- ⑬ Sta. 23+88.5, 22.75' ft.  
Inst. 1" Combination Air Release/Air Vacuum Valve Assembly  
(For Details, see SM.W-2)

**Waterline Schematic: West Connection**  
 Not to scale

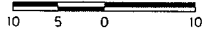


<b>OREGON DEPARTMENT OF TRANSPORTATION</b>	
<b>DAVID EVANS AND ASSOCIATES INC.</b> 330 Center Street NE Salem, Oregon 97301 Phone: 503.361.8635	
IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA) IRVING AVENUE CLATSOP COUNTY	
Reviewed By - J. Bural Designed By - G. Mergang Drafted By - A. Mitchell	
<b>WATERLINE</b>	SHEET NO. <b>W-5</b>

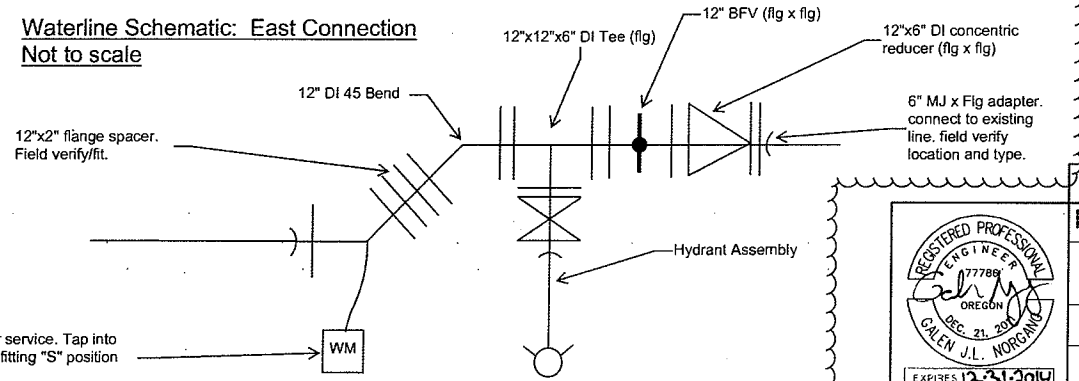




- 1 Sta. 23+92.3 - Sta. 24+18.6  
Inst. 12" ~~4000~~ potable water pipe - 26.3'  
with Class E backfill and tracer wire  
(For Details, see dwg. no. RD300)
- 2 Sta. 24+18.6, 22.5' r/l.  
Inst. 1" water service - 1 Each  
(For Details, see Sht. W-3)
- 3 Sta. 24+18.6, 22.5' r/l.  
Inst. 45° D.I. Restrained bend  
Rotate down
- 4 Sta. 24+19.6, 21.5' r/l.  
Inst. 45° D.I. Restrained bend  
Rotate up
- 5 Sta. 24+21.2, 21.5' r/l. 6" x 6" x 12" D.I. Restrained Tee  
Inst. 6" x 6" D.I. Restrained Tee  
Inst. Hydrant assembly - 1 Each  
(For Details, see Sht. W-3)
- 6 Sta. 24+18.6 - Sta. 24+24.0  
Inst. 12" ~~4000~~ potable water pipe - 5.3'  
with Class B backfill and tracer wire
- 7 6" ~~2000~~ ~~4000~~ 12" D.I. Butterfly valve
- 8 Sta. 24+24.0, 21.5' r/l.  
Connect to existing 6" waterline - 1 Each  
Contractor to verify location, elevation, and exist. pipe material.  
Immediately notify Engineer of any inconsistencies.
- 9 Remove existing hydrant  
Inst. restrained cap on existing valve - 1 Each
- 10 Sta. 23+92.5 - Sta. 24+17.5  
Inst. 18" Protective pipe above - 24'  
(For Details, see Sht. W-1)



**Waterline Schematic: East Connection**  
Not to scale



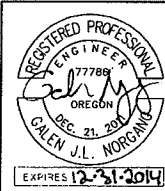
C14701 - Irving Ave: 19th St Bridge  
#07T01 (Astoria)  
Contract Change Order No. 6  
Attachment "A"  
Sheet 6 of 8

**OREGON DEPARTMENT OF TRANSPORTATION**

**DAVID EVANS AND ASSOCIATES INC.**  
330 Center Street NE, Suite 400  
Salem, Oregon 97301  
PH: 503.341.8635

IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA)  
IRVING AVENUE  
CLATSOP COUNTY

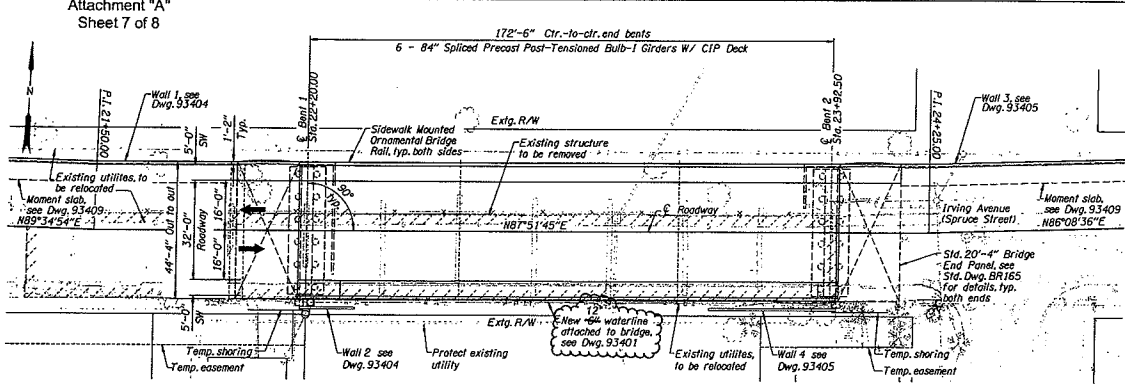
Reviewed By - J. Burg  
Designed By - G. Morrison  
Created By - A. Mironen



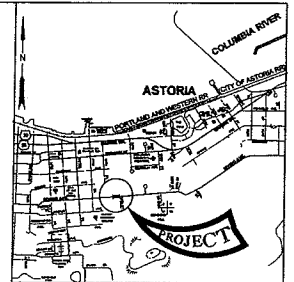
**WATERLINE**

SHEET NO.  
**W-6**

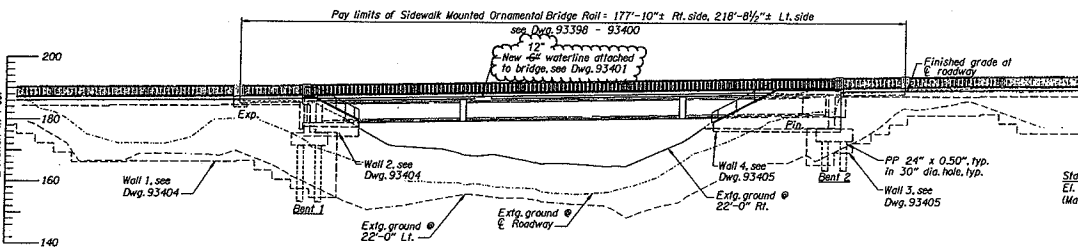
C14701 - Irving Ave: 19th St Bridge #07T01 (Astoria)  
 Contract Change Order No. 6  
 Attachment "A"  
 Sheet 7 of 8



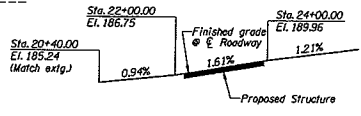
PLAN  
 Scale: 1" = 15'-0"



LOCATION MAP  
 No Scale



ELEVATION  
 Scale: 1" = 15'-0"



GRADELINE DIAGRAM  
 No Scale

DATE	REVISION	BY	DEPARTMENT	STRUCTURE NO.	19TH STREET (IRVING AVENUE) BRIDGE IRVING AVE: 19TH ST BRIDGE #07T01 (ASTORIA) IRVING AVENUE CLATSOP COUNTY	SHEET 1 OF 32
		Jim Culpepper		22210		
		Mikal Mitchell		DATE	PLAN AND ELEVATION	DRAWING NO. 93379
		Alex Lim		March 2014		
ACCOMPANIED BY DWGS. 93380-93410, BR139, BR141 BR145, BR165, BR350, RD770, AND RD771			DECIDED BY	CALC. BOOK		
		Terry Slones		6659		



Irving Ave Bridge:  
Waterline Restraint Table

**12" PIPE RESTRAINT TABLE**

<b>Fitting Type</b>	<b>Restraint Length</b>	<b>Restraint Length 2</b>
12-Inch 45° Horizontal Bend	17 ft.	
12-Inch 22.5° Horizontal Bend	9 ft.	
12-Inch 11.25° Vertical Offset	10 ft.	3 ft. (lower bend)
12x12x6-Inch Tee	20 ft.	3 ft. (along run)
12x6-Inch Reducer	71 ft.	
12-Inch Dead End	98 ft.	

**Notes:**

1. Calculations are based on: ductile iron pipe with a 150 psi test pressure; a 2:1 factor of safety; and Class B trench backfilling.
2. Exposed, suspended, and sleeved pipe sections shall be restrained for the entire run, refer to plans.



# WORK OR CHANGE ORDER SUPPORTING DATA (Page 1)

PROJECT NAME (SECTION) Irving Avenue: 19th Street Bridge #07T01 (Astoria)		CONTRACT NO. 14701	
HIGHWAY Irving Avenue		F.A. PROJECT NO. STP-0315(010)	
NET EFFECT OF ORDER ON PROJECT <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	AMOUNT \$44,911.05	CONSTRUCTION AUTH. \$4,979,733.99	EST. PROJECT COST W/ORDER \$4,912,583.09
ESTIMATED STARTING DATE*    OR    DATE WORK WAS STARTED* 9/14/2015		WORK/CHANGE IS MAJOR? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	TO ACCOMPANY (ORDER TYPE & NUMBER) CCO 6
PREPARED BY Richard R. Smith	DATE 2/14/2016	REVIEWED BY AREA MANAGER	DATE
WORK OR CHANGE HAS BEEN DISCUSSED WITH			
Name	Title	Name	DATE
Lee Cronemiller	Project Manager	BY David Davies	Const. PM Sep 2014
Name	Title	Name	DATE
Galen Norgang	Engineer of Record	BY Richard R. Smith	Const. PM 5/27/2015
Name	Title	Name	DATE
Ken Nelson	Public Work Superintendent, City of Astoria	BY Richard R. Smith	Const. PM 9/1/2015
Name	Title	Name	DATE
Jeff Harrington	City Engineer, City of Astoria	BY Richard R. Smith	Const. PM 9/1/2015
PRIOR APPROVAL TO PROCEED WITH THE WORK OR CHANGE HAS BEEN OBTAINED FROM*			
Name	Title	Name	DATE
		BY	
Name	Title	Name	DATE
		BY	
Name	Title	Name	DATE
		BY	
WORK OR CHANGE HAS BEEN DISCUSSED WITH FHWA			
Name	Title	Name	DATE
		BY	
Name	Title	Name	DATE
		BY	
FHWA TENTATIVE APPROVAL OBTAINED FROM			
Name	Title	Name	DATE
		BY	
FOR CONTRACT CHANGE ORDERS THAT CHANGE A CONTRACT PRICE OR DETERMINE A NEW PRICE --			
PM's COST ESTIMATE IS ATTACHED: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, Explain below			
<p>ADDITIONAL INFORMATION THAT IS NOT INCLUDED ON ORDER (Additional Description; Who requested; Why necessary; Why cost is not a contractor responsibility; Parties other than State or FHWA that have agreed to share the costs; Emergency work prior to approval; Estimate effect on project time; Significant discussions; References to supporting and/or attached documents, including cost estimates for "Extra Work Orders" and "Force Orders"; Why contractor refuses to sign). List all previously approved overruns.</p> <p>This contract change order was requested by the City of Astoria. The City of Astoria requested installation of a 12 inch water line to replace the existing 6 inch water line as part of this project; however, participating funds for the project will only replace the existing 6 inch water line. Therefore, the increase water line diameter is non-participating. The City has/will provide funds for this change.</p> <p>The additional cost for this work is not the responsibility of the Contractor as this is a change to the project plans.</p> <p>There is no additional contract time associated with this contract change order, there is sufficient contract time to complete this work without an adjustment to contract time.</p> <p>The Contractor's cost proposal, and an Engineer's Estimate is included in the supporting documentation.</p> <p>An Increase in Construction Authorization, requesting to overrun in the amount of \$44,911.05 (the amount of non-participating work in this CCO), has been submitted with this contract change order for approval. Upon approval, the Increase in Construction Authorization would be \$4,979,733.99.</p>			
			<input type="checkbox"/> Continued on additional sheets

**Contract Payment System  
Preliminary Progress Payment Report**

02/08/2016  
12:54 PM

Item-Grp Item Name	Unit Unit Price	Original Authorization Quantity Amount	Corrected Estimate Quantity Amount	Performed To Date Quantity Amount	Performed since Last Estimate Quantity Amount
ENGINEERING					
99999 ENGINEERING	\$0.00	0.000 \$839,233.50	0.000 \$700,233.50	0.000 \$605,000.00	0.000 \$0.00
<b>Totals for Engineering</b>		<b>\$839,233.50</b>	<b>\$700,233.50</b>	<b>\$605,000.00</b>	<b>\$0.00</b>
<b>Grand Totals for Contract No C14701 - 19:</b>		<b>\$4,934,822.94</b>	<b>\$4,867,672.04</b>	<b>\$4,565,890.44</b>	<b>\$95,120.65</b>
Project Manager _____		Date _____			

Total Original Authorized Amount :	\$4,934,822.94	
Total Corrected Estimate Amount (less Pending CCOs) :	\$4,867,672.04	98.64%
Total Performed To Date Amount :	\$4,565,890.44	92.52%
Contractors Original Bid Amount :	\$3,957,091.25	
Contractor Paid To Date Amount :	\$3,960,890.44	100.10%
Contractor Paid To Date Minus MOH Amount :	\$3,960,082.48	100.08%
Anticipated Corrected Estimate Amount :	\$4,867,672.04	98.64%
Anticipated Work Amount :	\$0.00	
	<u>\$44,911.05</u>	CCO 6 (Non-Participating)
	\$4,912,583.09	Total

Note: A Request for Increase in Construction Authorization in the amount of \$44,911.05 was submitted for CCO 6, as this cost is non-participating (Subjob 010). Upon approval of the Increase in Construction Authorization, the new Authorization will be \$4,979,733.99.





**C14701 - Irving Avenue: 19th Street Bridge #07T01 (Astoria)**  
**Contract Change Order No. 6**  
**Cost Summary**

Item Description	6 Inch Unit Price	12 Inch Unit Price	Δ in Unit Price	12 Inch Quantity	Upsized Cost
12 Inch Potable Water Line, Class B Backfill	\$100.00	\$177.08	\$77.08	237 ft	\$18,267.96
12 Inch Potable Water Line, Suspended	\$108.00	\$200.69	\$92.69	261 ft	\$24,192.09
Maintenance Platform	\$0.00	\$2,451.00	\$2,451.00	1 ea	\$2,451.00
				<b>Total</b>	<b>\$44,911.05</b>

**C14701 – Irving Ave: 19<sup>th</sup> St Bridge #07T01 (Astoria)**

**Contract Change Order No. 6**

**Contractor's Cost Proposal**

**Bid Summary Totals Report**

**Standard Markup Instructions**

	<b>Cost Basis</b>	<b>Markup %</b>	<b>Markup</b>
Labor:	13,102	22.00	2,882
Burden:	8,266	22.00	1,818
Perm Matl:	60,750	17.00	10,327
Const Matl:	28	17.00	5
Sub:	0	8.00	0
Eq. Op. Exp:	2,842	17.00	483
Co. Equip:	6,509	17.00	1,107
Rented Eq.:	1,605	17.00	273
Overrides:	0		0
<b>Total:</b>	<b>93,102</b>	<b>18.15</b>	<b>16,895</b>

Selected Bond Table: 1

**Previous Run**

Summary: 09/09/2015 1:21 PM  
Spread: 09/09/2015 1:21 PM  
Summary run on Takeoff Quan and Adjusted to Bid Quan.

**Standard Spreads**

Indirect Spread: Total  
Markup Spread: Total  
Addon/Bond Spread: Total

**Totals as of Last Spread**

	<b>Cost:</b>	<b>Markup:</b>	<b>Total:</b>
Direct:	93,101	16,895	109,996
Indirect:	0	0	0
Addons:	1,826	0	1,826
Bond:	1,221		1,221
<b>Total:</b>	<b>96,148</b>	<b>16,895</b>	<b>113,043</b>

09/09/2015  
 014-002C12IN  
 \*\*\* Martin

13:21  
 cco For 12" Water Line Change Revised 1

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
2210	12 INCH WATER PIPE, CLASS B BACKFILL RESTRAINED		147.000	LF	177.08	26,030.76
<del>2220</del>	<del>12 INCH WATER PIPE, CLASS E BACKFILL RESTRAINED</del>		<del>56.000</del>	<del>LF</del>	<del>234.37</del>	<del>13,124.72</del>
2225	12 Inch, Fittings, Couplings, Restrained, Suspense		220.000		200.69	44,151.80
<del>2230</del>	<del>12 INCH BUTTERFLY VALVE</del>		<del>2.000</del>	<del>EA</del>	<del>2,221.27</del>	<del>4,442.54</del>
<del>2240</del>	<del>12" Expansion Joint</del>		<del>2.000</del>	<del>EA</del>	<del>4,213.68</del>	<del>8,427.36</del>
<del>2260</del>	<del>Hydrant</del>		<del>1.000</del>	<del>EA</del>	<del>4,062.34</del>	<del>4,062.34</del>
<del>2270</del>	<del>1" Blow Off</del>		<del>2.000</del>	<del>EA</del>	<del>4,213.62</del>	<del>8,427.24</del>
<del>2280</del>	<del>Water Service</del>		<del>2.000</del>	<del>EA</del>	<del>1,586.71</del>	<del>3,173.42</del>
Bid Total =====>						\$113,042.18



Cost Report

Activity	Desc	Quantity	Curr	Unit	Perm	Constr	Equip	Sub-	
Resource		Pcs	Unit	Cost	Labor	Materi	Matl/Ex	ment	Contract
									Total

BID ITEM =	2210	CLIENT# =		Land Item	SCHEDULE	1	100		
Description =	12 INCH WATER PIPE, CLASS B BACKFILL RESTRAI			Unit =	LF	Takeoff Quan:	147	Engr Quan:	147
147*2.5*5/27=68 CY * 1.8 = 125 Tn									
213A	Pipe Crew	16.7	CH	Eff: 100.00	Prod: 8.8	UH	Lab Pcs: 5.00	Eqp Pcs: 4.25	
212"DIP	12" DIP	1.00	147.00	FOOT	US\$	71.670	10,535		10,535
2BRAB	Graded Agg Base	1.00	128.95	TON	US\$	17.000	2,192		2,192
8106	WATER TRUCK	0.25	4.18	HR	US\$	19.450		81	81
8200	2650 LINKBELT EXCAVAT	1.00	16.70	HR	US\$	35.500		593	593
8504	HOE PACK ATTACHMENT	1.00	16.70	HR	US\$	25.000		418	418
8505	Doosan 255 Excavator	1.00	16.70	HR	US\$	59.800		999	999
8506	WA250 IT Loader	1.00	16.70	HR	US\$	41.000		685	685
L202A	PIPE LAYER	2.00	33.41	MH	US\$	27.090	1,551		1,551
L500	OPERATOR FOREMAN	1.00	16.70	MH	US\$	44.690	1,154		1,154
L505	2650 LINKBELT EXCAVAT	1.00	16.70	MH	US\$	40.560	1,068		1,068
L506	2700 LINKBELT EXCAVA	1.00	16.70	MH	US\$	40.560	1,068		1,068
\$20,343.110	0.5681 MH/FOOT		83.51	MH		[20.450]	4,840	12,728	2,775
8.8000	Units/Hr	88.0002	Un/Shift	1.7603	Unit/M		32.93	86.58	18.88
8.8000	Units/Hr	88.0002	Un/Shift	1.7603	Unit/M		32.93	86.58	18.88

2210B	Trucking	Quan:	8.91	HR	Hrs/Shift:	10	Cal:	40A	WC	OR5222
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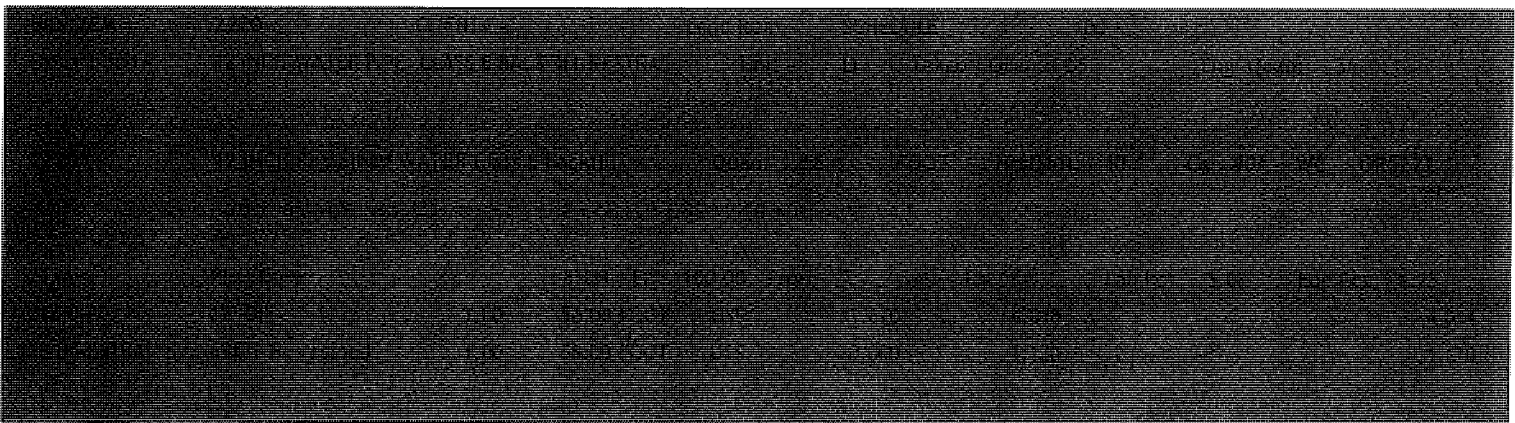
\*\*Unreviewed

\*\*\*\*\* Copied and adjusted from H:\HEAVYBID\EST\014-002 \*\*\*\*\*

132\*2.5\*5/27=62 CY \* 1.8 = 110 Tn  
62/8=8 loads

210	DUMP TRUCK	8.91	CH	Eff: 100.00	Prod: 1.0001	UH	Lab Pcs: 1.00	Eqp Pcs: 1.00	
2EX01	Dump Fee Excavation	1.00	89.10	TY	US\$	4.000	356		356
8105	FORD 9000 DUMP TRUCK	1.00	8.91	HR	US\$	35.600		317	317
L602	FORD 9000 DUMP TRUCK	1.00	8.91	MH	US\$	27.150	422		422
\$1,095.850	1.0000 MH/HR		8.91	MH		[27.150]	422	356	317
1.0001	Units/Hr	10.0010	Un/Shift	1.0000	Unit/M		47.39	40	35.60

====> Item Totals:	2210	12 INCH WATER PIPE, CLASS B BACKFILL RESTRAINED							
\$21,438.96	0.6287	MH/ LF	92.4200	MH		[22.095]	5,263	13,084	3,092
145.843	147.0000	LF					35.80	89.01	21.04



Cost Report

Item	Description	Qty	Unit	Rate	Total	Lab Pcs	Eqp Pcs
2225A	12 INCH Restrained WATER PIPE, Suspended	220	FOOT				
***** Copied and adjusted from H:\HEAVYBID\EST\014-002 *****							
213A	Pipe Crew	22.34	CH	Eff: 100.00 Prod: 9.85			
212"DIP	12" DIP	1.00	220.00 FOOT	US\$ 57.150	12,573	4.00	4.00
8103	GENERATOR/WELDER SE	1.00	22.34 HR	US\$ 6.000		134	134
8124	LULL FORKLIFT	1.00	22.34 HR	US\$ 21.000		469	469
8225	MANLIFT	1.00	22.34 HR	US\$ 20.000		447	447
8505	Doosan 255 Excavator	1.00	22.34 HR	US\$ 59.800		1,336	1,336

Unreviewed

Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Curr Unit Cost	Labor	Perm Materi	Constr Matl/Ex	Equip ment	Sub-Contract	Total
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BID ITEM =	2225	CLIENT# =		Land Item	SCHEDULE	1	100			
Description =	12 Inch, Fittings, Couplings, Restrained, Suspend			Unit =	Takeoff	Quan:	220	Engr	Quan:	220
L202A	PIPE LAYER	2.00	44.67 MH	US\$	27.090	2,073				2,073
L500	OPERATOR FOREMAN	1.00	22.34 MH	US\$	44.690	1,543				1,543
L506	2700 LINKBELT EXCAVA	1.00	22.34 MH	US\$	40.560	1,429				1,429
\$20,004.240		0.4061 MH/FOOT	89.35 MH		[14.157]	5,045	12,573	2,386		20,004
9.8500	Units/Hr	98.5001 Un/Shift	2.4622 Unit/M			22.93	57.15	10.85		90.93

2225B	Buy Waterline Support Brackets			Quant:	27.92	EA	Hrs/Shift:	10	Cat:	40A	WG	DRS:222
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\*\*\*\*\* Copied and adjusted from H:\HEAVYBID\EST\014-002 \*\*\*\*\* \*\*Unreviewed

2WATERBRK	Permanent Waterline Br	1.00	27.92 EA	US\$	491.000	13,709				13,709
\$13,708.720						13,709				13,709
						491				491

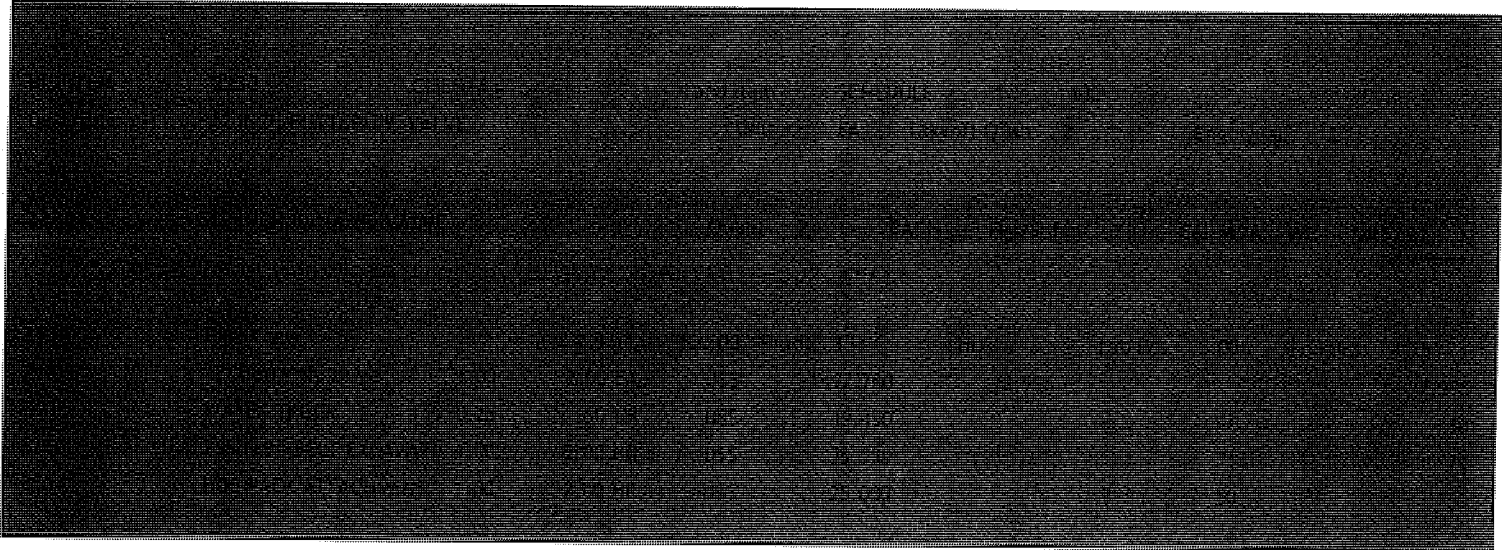
2225C	Instal Waterline Support Brackets			Quant:	27.92	EA	Hrs/Shift:	10	Cat:	40A	WG	DRS:222
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\*\*\*\*\* Copied and adjusted from H:\HEAVYBID\EST\014-002 \*\*\*\*\* \*\*Unreviewed

200	2 MAN LABOR CREW	13.96	CH	Eff: 100.00	Prod: 2.0001	UH		Lab Pcs: 3.00	Eqp Pcs: 3.00	
325	SUPPLIES / SMALL TOOL	1.00	27.92 EA	US\$	1.000			28		28
8101	INTERNATIONAL FLATBE	1.00	13.96 HR	US\$	7.400			103		103
8103	GENERATOR/WELDER SE	1.00	13.96 HR	US\$	6.000			84		84
8225	MANLIFT	1.00	13.96 HR	US\$	20.000			279		279
L201	COMMON LABOR	2.00	27.92 MH	US\$	26.090	1,261				1,261
L300	CARPENTER FOREMAN	1.00	13.96 MH	US\$	40.050	895				895
\$2,650.290		1.5000 MH/EA	41.88 MH		[46.115]	2,156		28	466	2,650
2.0001	Units/Hr	20.0009 Un/Shift	0.6667 Unit/M			77.22		1.0	16.70	94.92

====> Item Totals: 2225 12 Inch, Fittings, Couplings, Restrained, Suspende

\$36,363.25	0.5965	MH/	131.2300 MH		[20.010]	7,201	26,282	28	2,852	36,363
165.288	220.0000					32.73	119.46	00.13	12.96	165





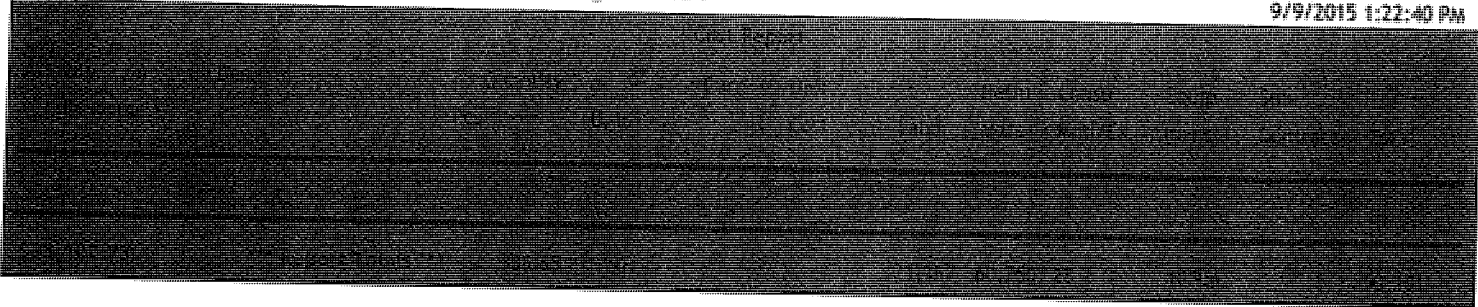
Cost Report

Activity	Desc	Quantity	Cur	Unit	Perm	Constr	Equip	Sub	
Resource		Pct	Unit	Cost	Labour	Material	Matl/Ex	ment	Contract
ITEM #	2230	CLIENT #	Land Item	SCHEDULE	1	100			
DESCRIPTION	12 INCH BUTTERFLY VALVE		Unit	EA	Takeoff Quant	2		Eng Quant	1
	DONK 255 EXCAVAT	1.00	1.00 HR	USS	59,800			100	120
	W/250 FT Ladder	1.00	2.00 HR	USS	41,000			82	82
	PIPE LAYER	2.00	4.00 MH	USS	27,090	186			186
	OPERATOR FOREMAN	1.00	1.00 MH	USS	44,690	138			138
	2650 LINDBELT EXCAVAT	1.00	2.00 MH	USS	40,560	128			128
	2000 LINDBELT EXCAVAT	1.00	2.00 MH	USS	40,560	128			128
	5.000 MH/FEET		10.00 MH		[179,990]	580	2,996	332	1,908
	Unit/Shift	10.000 Unit/Shift				289.82	1,407.78	166.17	1,931.77
Item Totals:	2230		12 INCH BUTTERFLY VALVE						
10000	1.0000	MH/EA	10.0000 MH		[179,990]	580	2,996	332	1,908
10000	2.0000	EA				289.82	1,407.78	166.17	1,931.77
ITEM #	2240	CLIENT #	Land Item	SCHEDULE	1	100			
DESCRIPTION	12" Expansion Joint		Unit	EA	Takeoff Quant	2		Eng Quant	2
	12" Expansion Joint		Quant	EA	Pre-Shift	10		Est	406
	Pipe Crew		4.00 EA	100.00	Pre-Shift	3		Lab Pre	5.00
	Equipment							Eq Pre	4.25
	12" Expansion Joints	1.00	2.00 EA	USS	2102.000			4,205	4,205
	W/250 FT Ladder	0.75	1.50 HR	USS	19,450			79	79
	2650 LINDBELT EXCAVAT	1.00	4.00 HR	USS	39,500			213	213
	HOC RACK ATTACHMENT	1.00	5.00 HR	USS	25,000			150	150
	DONK 255 EXCAVAT	1.00	4.00 HR	USS	59,800			358	358
	W/250 FT Ladder	1.00	6.00 HR	USS	41,000			246	246
	PIPE LAYER	2.00	12.00 MH	USS	27,090	337			337
	OPERATOR FOREMAN	1.00	6.00 MH	USS	44,690	414			414
	2650 LINDBELT EXCAVAT	1.00	6.00 MH	USS	40,560	384			384
	2000 LINDBELT EXCAVAT	1.00	6.00 MH	USS	40,560	384			384
	15.0000 MH/EA		30.00 MH		[139,830]	4,209	4,209	997	4,991
	Unit/Shift	3.0000 Unit/Shift	0.0000 Unit/Shift			669.97	3,349.50	498.49	1,470.17
Item Totals:	2240		12" Expansion Joint						
10000	15.0000	MH/EA	30.0000 MH		[139,830]	4,209	4,209	997	4,991
10000	2.0000	EA				669.97	3,349.50	498.49	1,470.17
ITEM #	2250	CLIENT #	Land Item	SCHEDULE	1	100			
DESCRIPTION	7" ANY		Unit	EA	Takeoff Quant	1		Eng Quant	1





Cost Report										
Activity	Desc	Quantity	Unit	Curr	Unit	Perm	Constr	Equip	Sub	
Expense		Fee	Line		Cost	Labor	Material	Mat/Ex	ment	Contract
Item	Item	Item	Item	Item	Item	Item	Item	Item	Item	Item
2270	CLIENT		Land Item	SCHEDULE	1	100				
4" Blow Off			Unit	EA	Takeoff	Quant: 2			Engr Quant: 2	
5" Blow Off			Quant: 2	EA	Per/Unit: 10				Est: 40A	WC 085122
ITEMS TO BUILD										
ITEMS TO REMOVE AND REINSTALL										
100	Pipe Services Crew	12.00	HR	100.00	Prod. 6	HL		Labor	3.00	Equip: 2.75
200	Parts for 4" Blowoff	1.00	2.00	EA	US\$	2081.660		4.167		4.167
300	INTERNATIONAL PLATE	0.50	6.00	HR	US\$	7.400			44	44
400	WATER TRUCK	0.25	2.00	HR	US\$	19.400			58	58
500	JCB RUBBER TIRE BACK	1.00	12.00	HR	US\$	43.750			925	925
600	RENTAL 50 SIZE MINI EX	1.00	12.00	HR	US\$	22.000			264	264
700	PIPE LAYER	2.00	24.00	MH	US\$	27.000	1.350			3.150
800	RUBBER TIRE HOE OPER	1.00	12.00	MH	US\$	40.360	767			767
900	18.0000 MH/EA		36.00	MH		[566.440]	1.881	4.167		892
1000	1.5667 Day/Shift		0.0556	Unit/Day		940.74	2.08166		445.88	1.470.27
Item Totals: 2270 4" Blow Off										
1000.00	18.0000	MH	EA			[566.440]	1.881	4.167		892
1470.27	2.0000	EA				940.74	2.08166		445.88	1.470.27
ITEMS TO BUILD										
2280	CLIENT		Land Item	SCHEDULE	1	100				
Water Service			Unit	EA	Takeoff	Quant: 2			Engr Quant: 2	
1" HIGH WATER SERVICE CONNECTIONS			Quant: 2	EACH	Per/Unit: 10				Est: 40A	WC 085122
ITEMS TO REMOVE AND REINSTALL										
100	Pipe Services Crew	8.00	HR	100.00	Prod. 4	HL		Labor	3.00	Equip: 2.75
200	Parts for 1" Service	1.00	2.00	EACH	US\$	300.860		604		606
300	INTERNATIONAL PLATE	0.50	4.00	HR	US\$	7.400			30	30
400	WATER TRUCK	0.25	2.00	HR	US\$	19.400			39	39
500	JCB RUBBER TIRE BACK	1.00	8.00	HR	US\$	43.750			350	350
600	MINI EXCAVATOR	1.00	8.00	HR	US\$	31.680			315	315
700	PIPE LAYER	2.00	16.00	MH	US\$	27.000	743			743
800	RUBBER TIRE HOE OPER	1.00	8.00	MH	US\$	40.360	312			312
900	2.0000 MH/EACH		16.00	MH		[178.960]	5.254	604		1.514
1000	2.0000 Day/Shift		0.0833	Unit/Day		627.16	302.86		376.77	1.005.79
Item Totals: 2280 Water Service										
1745.57	16.0000	MH	EA			[178.960]	5.254	604		1.514
1000.00	2.0000	EA				627.16	302.86		376.77	1.005.79



>>> Indicates Non Additive Activity

-----Report Notes-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: 5/22/2014 12:00:00 AM Owner:

Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

- 40 40 Hour Week
- 40A 40 Hour Work Week (Default Calendar)
- 45 9 Hrs. 5 Day Week
- 50 50 Hours 5 days

# Maintenance platform at ARV

Carter & Company  
20016

Irving Blow-Off

01/13/2016 9:48  
Page: 1

## Bid Summary Totals Report

### Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	546	22.00	120
Burden:	311	22.00	68
Perm Matl:	0	17.00	0
Const Matl:	100	17.00	17
Sub:	0	0.00	0
Eq. Op. Exp:	40	17.00	7
Co. Equip:	96	17.00	16
Rented Eq.:	0	0.00	0
Overrides:	0		0
Total:	1,093	20.92	229

Selected Bond Table: 1

### Previous Run

Summary: 01/13/2016 9:46 AM  
Spread: 01/13/2016 9:47 AM  
Summary run on Takeoff Quan and Adjusted to Bid Quan.

### Standard Spreads

Indirect Spread: No Spread  
Markup Spread: No Spread  
Addon/Bond Spread: No Spread

### Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	1,093	229	1,322
Indirect:	0	0	0
Addons:	50	0	50
Bond:	14		14
Total:	1,157	229	1,386

### Key Indicators

Balanced Markup	/	Total Labor	=	Balanced Markup/Total Labor
228.68	/	857.08	=	26.68%
Indirect Cost	/	Direct Cost	=	Indirect Cost/Direct Cost
0.00	/	1,093.08	=	0.00%

1386  
1055  
-----  
2451

Carter & Company  
20016  
Todd

Irving Blow-Off

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Mat/Exp	Equip Ment	Sub-Contract	Total
<b>BID ITEM = 10</b>										
Description = Install			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
<b>A</b>	<b>Install</b>		<b>Quan:</b>	<b>1.00 LS</b>	<b>Hrs/Shift:</b>	<b>8.00</b>	<b>Cal: 40</b>	<b>WC: OR5222</b>		
<u>100</u>	SUPERVISOR		8.00 CH	Prod:	1.0000 US	Lab Pcs:	2.00	Eqp Pcs:		1.00
3ZS26	STS - Structures  I	1.00	1.00 LS	100.000			100			100
8100	3/4 TON PICKUP	1.00	8.00 HR	17.000				136		136
L100	SUPERVISOR	1.00	8.00 MH	38.000	461					461
L304	JOURNEYMAN PILEBUC	1.00	8.00 MH	30.300	396					396
\$1,093.08	16.0000 MH/LS		16.00 MH	[ 546.4 ]	857		100	136		1,093
<b>====&gt; Item Totals: 10 - Install</b>										
\$1,093.08	16.0000 MH/LS		16.00 MH	[ 546.4 ]	857		100	136		<b>1,093</b>
1,093.080	1 LS				857.08		100.00	136.00		1,093.08
<b>\$1,093.08</b>	<b>*** Report Totals ***</b>		16.00 MH		857		100	136		<b>1,093</b>

>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

**JOB DOES NOT HAVE NOTES**

\* on units of MH indicate average labor unit cost was used rather than base rate.

[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

40 40 Hour Week (Default Calendar)  
45 9 Hrs. 5 Day Week



# Beko's WELDING, INC.

P.O. Box 1075  
1100 S. Berg Parkway  
Canby, OR 97013

Dick and Rick Beko  
(503) 266-3507  
(503) 266-3500 Fax

IRVING STREET  
CARTER & COMPANY  
JANUARY 11, 2016

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
	Valve Cover 3each 24x42 Steel Grates	EACH	1		\$1,055.00

### PRICE INCLUDES

F.O.B. Salem  
Not Installed  
No Insulation  
No Field Measurements  
No Field Welding  
Contractor to Verify Quantities  
Galvanized  
With Anchor Bolts  
No Engineering  
No Epoxy  
No Mylar Copies  
No Special Insurances or Bonding  
No AISC Certification  
No State Sales Tax

PRICE IS GOOD FOR 2 WEEKS, AFTER THAT  
PRICE IS SUBJECT TO MILL INCREASES

Thank You

Rick Beko  
Vice President

**C14701 – Irving Ave: 19<sup>th</sup> St Bridge #07T01 (Astoria)**

**Contract Change Order No. 6**

**Engineer's Estimate, 12" Waterline - Class B Backfill**





**COST ESTIMATE**

NOTICE: FORM MUST BE TYPEWRITTEN

Prepared by Richard R. Smith	Project <b>Irving Avenue: 19th Street Bridge #07T01 (Astoria)</b>	Contract No. <b>14701</b>
Reviewed by	Highway <b>Irving Avenue</b>	County <b>Clatsop</b>
Description of Work <b>12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill</b>		Sheet <b>1 of 2</b>

CHECK BOX IF SUBCONTRACTED

ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services			Labor		
		Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1 Laborer, Group 2 (Foreman +20%)	Hr				19.90	\$32.51	\$646.95
2 Laborer, Group 2	Hr				69.80	\$27.09	\$1,890.88
3 Power Equipment Operator, Group 4	Hr				22.50	\$40.56	\$912.60
4 Truck Driver, Group 3	Hr				25.60	\$27.15	\$695.04
5 Vibrating Plate, Gas, 18"	Hr	5.10	\$4.18	\$21.32			
6 F.E. Loader, W.M., 1 cy	Hr	1.80	\$36.60	\$65.88			
7 Backhoe Loader, 48 hp	Hr	4.10	\$27.26	\$111.77			
8 S.P. Crane, 4x4, 12 ton	Hr	16.60	\$54.05	\$897.23			
9 Dump Truck, 12 cy, 400 hp	Hr	25.60	\$82.57	\$2,113.79			
10 Disposal Fee	CuYd	90.00	\$4.00	\$360.00			
11 Class B Backfill	Ton	195.00	\$17.00	\$3,315.00			
12 Ductile Iron Pipe	Ft	147.00	\$71.67	\$10,535.49			
13							
14							

ATTACHMENTS		Subtotal	A	\$17,420.48	Subtotal	B	\$4,145.47
<input type="checkbox"/> WAGE DETERMINATION, FORM 734-1870		Allowance (Ax17%)	C	\$2,961.48	Allowance (Bx2)	D	\$4,145.47
<input type="checkbox"/> OTHER (EXPLAIN BELOW)		Total (A+C)	E	\$20,381.96	Total (B+D)	F	\$8,290.94

SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%)	G	\$0.00	TOTAL MATERIAL EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP	\$28,672.90
--	---	--------	--	-------------

REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS  
 Utilizes the standard calculation for labor mark-up  
 Quantity 147 ft Unit Price \$195.05

Productivity and crew from RS Means  
Heavy Construction Cost Data, 2014

Calculated By: Richard R. Smith

Activity	Crew	Labor Hours		Quantity	Duration	Crew Hrs	RS Means, 2014	
		(units/day)	Units				Pg. Ref.	Sec. Reference
Excavating, Trench								
4'-6" deep, 1/2 cy excavator, dense hard clay	B-11C	176	CuYd	90	0.51 days	4.1 hours	225	31 23 16,13 7080
Water Supply, Ductile Iron Pipe								
Pipe, Class 50 water piping, 18' lengths								
Mechanical Joints, 12" Diameter	B-21A	105.26	Ft	147	1.40 days	11.2 hours	342	33 11 13.15 2100
Cap, 8" Diameter	B-20A	21.33	Ea	1	0.05 days	0.4 hours	342	33 11 13.15 6190
Fittings, mechanical joint								
Tee, 12" Diameter	B-21A	7.02	Ea	1	0.14 days	1.1 hours	343	33 11 13.15 8280
45d Bend, 12" Diameter	B-21A	10.53	Ea	4	0.38 days	3.0 hours	343	33 11 13.15 8410
Reducer, 12"x6" Diameter	B-21A	12.7	Ea	2	0.16 days	1.3 hours	343	33 11 13.15 8480
Joint Restraint, ductile iron mechanical joints								
12" Diameter	B-20A	16.84	Ea	6	0.35 days	2.9 hours	343	33 11 13.15 8750
Backfill trench, F.E. loader, wheel mtd, 1 cy bucket								
Minimal haul	B-10R	400	CuYd	90	0.23 days	1.8 hours	223	31 23 16,13 3020
Compaction								
Wetk behind, vibrating plate 18" wide, 6" lifts, 4 pas	A-1D	140	CuYd	90	0.64 days	5.1 hours	262	31 23 23,23 7040
Hauling								
12 cy trk, 40 mph, 50 mi cycle, 15 min wait	B-34B	60	CuYd	192	3.20 days	25.6 hours	243	31 23 23,20 1084

Labor:

<b>Crew A-1D</b>		
1 Building Laborer	5.1 hrs	
<b>Crew B-10R</b>		
1 Equipment Operator (medium)	1.8 hrs	
0.5 Laborer	0.9 hrs	
<b>Crew B-11C</b>		
1 Equipment Operator (medium)	4.1 hrs	
1 Laborer	4.1 hrs	
<b>Crew B-20A</b>		
1 Laborer Foreman (outside)	3.3 hrs	
1 Laborer	3.3 hrs	
1 Plumber	3.3 hrs	
1 Plumber Apprentice	3.3 hrs	
<b>Crew B-21A</b>		
1 Laborer Foreman (outside)	16.6 hrs	
1 Laborer	16.6 hrs	
1 Plumber	16.6 hrs	
1 Plumber Apprentice	16.6 hrs	
1 Equipment Operator (crane)	16.6 hrs	
<b>Crew B-34B</b>		
1 Truck Driver (Heavy)	25.6 hrs	

Use BOLI Classification

Laborer, Group 2
Power Equipment Operator, Group 4
Laborer, Group 2
Power Equipment Operator, Group 4
Laborer, Group 2
Laborer, Group 2 (Foreman +20%)
Laborer, Group 2
Laborer, Group 2
Laborer, Group 2
Laborer, Group 2
Laborer, Group 2
Power Equipment Operator, Group 4
Truck Driver, Group 3

Equipment:

<b>Crew A-1D</b>		
1 Vibrating Plate, Gas, 18"	5.1 hrs	
<b>Crew B-10R</b>		
1 F.E. Loader, W.M., 1 cy	1.8 hrs	
<b>Crew B-11C</b>		
1 Backhoe Loader, 48 hp	4.1 hrs	
<b>Crew B-21A</b>		
1 S.P. Crane, 4x4, 12 ton	16.6 hrs	
<b>Crew B-34B</b>		
1 Dump Truck, 12 cy, 400 hp	25.6 hrs	

**C14701 – Irving Ave: 19<sup>th</sup> St Bridge #07T01 (Astoria)**

**Contract Change Order No. 6**

**Engineer's Estimate, 12" Waterline - Suspended**



### COST ESTIMATE

NOTICE: FORM MUST BE TYPEWRITTEN

Prepared by Richard R. Smith	Project Irving Avenue: 19th Street Bridge #07T01 (Astoria)	Contract No. 14701
Reviewed by	Highway Irving Avenue	County Clatsop
Description of Work 12 Inch Potable Water Pipe, Fittings and Couplings with Restrained Joints, Suspended		Sheet 1 of 2

CHECK BOX IF SUBCONTRACTED

ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services			Labor		
		Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1 Laborer, Group 2	Hr				137.20	\$27.09	\$3,716.75
2 12" ductile iron pipe	Ft	220.00	\$71.67	\$15,767.40			
3 Pipe hangers	Ea	24.00	\$491.00	\$11,784.00			
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

ATTACHMENTS		Subtotal	A	\$27,551.40	Subtotal	B	\$3,716.75
<input type="checkbox"/> WAGE DETERMINATION, FORM 734-1870 <input type="checkbox"/> OTHER (EXPLAIN BELOW)		Allowance (Ax17%)	C	\$4,683.74	Allowance (Bx2)	D	\$3,716.75
		Total (A+C)	E	\$32,235.14	Total (B+D)	F	\$7,433.50

SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%)	G	\$0.00	TOTAL MATERIAL EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP	\$39,668.63
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REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS  
 Elevated installation +20% per RS Means (pg 156 22 01 02.20 1100) \$656.66  
 Utilizes the standard calculation for labor mark-up Unit Price \$183.30

Productivity and crew from RS Means  
Heavy Construction Cost Data, 2014

Calculated By: Richard R. Smith

Activity	Crew	Labor Hours (units/day)	Units	Quantity	Duration	Crew Hrs	RS Means, 2014	
							Pg. Ref.	Sec. Reference
Pipe, fittings and valves, steel, groove-joint galvanized, 12"	Q-2	27	Ft	172	6.37 days	51.0 hours	168	22 11 13.48 1960
Pipe fittings, steel, flanged 12" pipe size	1 Plum	4.2	Ea	18	4.29 days	34.3 hours	167	22 11 13.47 0720

**Labor:**

**Crew 1 Plum**

1	Plumber	34.3 hrs
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**Crew Q-2**

2	Plumber	68.6 hrs
1	Plumber Apprentice	34.3 hrs

**Use BOLI Classification**

Laborer, Group 2

Laborer, Group 2

Laborer, Group 2

**Equipment:**

**C14701 – Irving Ave: 19<sup>th</sup> St Bridge #07T01 (Astoria)**

**Contract Change Order No. 6**

**Engineer's Estimate, Maintenance Platform**



**COST ESTIMATE**

NOTICE: FORM MUST BE TYPEWRITTEN

Prepared by **Richard R. Smith** Project **Irving Avenue: 19th Street Bridge #07T01 (Astoria)** Contract No. **14701**

Reviewed by \_\_\_\_\_ Highway **Irving Avenue** County **Clatsop** Sheet **1 of 2**

Description of Work **Maintenance Platform** CHECK BOX IF SUBCONTRACTED

ITEM DESCRIPTION	Unit	Materials, Equipment, and Special Services			Labor		
		Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1 Ironworker	Hr				12.20	\$41.00	\$500.20
2 Ironworker, Foreman (+20%)	Hr				4.70	\$49.20	\$231.24
3 Grip Strut	Ft	12.00	\$30.00	\$360.00			
4 ARV Enclosure	LS	1.00	\$700.00	\$700.00			
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							

ATTACHMENTS		Subtotal	A	\$1,060.00	Subtotal	B	\$731.44
<input type="checkbox"/>	WAGE DETERMINATION, FORM 734-1870	Allowance (Ax17%)	C	\$180.20	Allowance (Bx2)	D	\$731.44
<input type="checkbox"/>	OTHER (EXPLAIN BELOW)	Total (A+C)	E	\$1,240.20	Total (B+D)	F	\$1,462.88

SUBCONTRACTOR SUPPLEMENTAL MARKUP (8%) **G** **\$0.00** TOTAL MATERIAL EQUIPMENT, SPECIAL SERVICES, LABOR ALLOWANCE AND SUBCONTRACTORS MARK UP **\$2,703.08**

REMARKS, ASSUMED PRODUCTION RATES, SPECIAL CONDITIONS  
Utilizes the standard calculation for labor mark-up

Calculated By: Richard R. Smith

Productivity and crew from RS Means  
Heavy Construction Cost Data, 2014

Activity	Crew	Labor Hours		Quantity	Duration	Crew Hrs	RS Means, 2014	
		(units/day)	Units				Pg. Ref.	Sec. Reference
Channel framing 8" and larger	E-3	500	Lb	120	0.24 days	1.9 hours	113	05 12 23.40 0600
Checkered plate 1/4" & 3/8", bolted	E-4	2900	Lb	1000	0.34 days	2.8 hours	129	05 54 13.20 0020

**Labor:**

Crew E-3		
1	Structural Steel Foreman (Outside)	1.9 hrs
1	Structural Steel Worker	1.9 hrs
1	Welder	1.9 hrs
Crew E-4		
1	Structural Steel Foreman (Outside)	2.8 hrs
3	Structural Steel Worker	8.4 hrs

**Use BOLI Classification**

Ironworker, Foreman  
Ironworker  
Ironworker  
  
Ironworker, Foreman  
Ironworker

**Equipment:**

Crew E-3		
1	Welder, Gas Engine, 300A	1.9 hrs
Crew E-4		
1	Welder, Gas Engine, 300A	2.8 hrs





## REQUEST FOR OVERRUN OR INCREASE IN CONSTRUCTION AUTHORIZATION

**TYPE OF REQUEST:**     Increase    Overrun    Increase (Local)

<b>PROJECT NAME (SECTION)</b> Irving Ave.: 19th St. Bridge #07T01 (Astoria)	<b>KEY NO.</b> 16044	<b>CONTRACT NO.</b> 14701
<b>HIGHWAY</b> Irving Avenue	<b>KIND OF WORK</b> Grading, Structures and Paving	<b>F.A. PROJECT NO.</b> STP-C0315(010)
<b>CONTRACTOR</b> Carter & Company Inc.	<b>CONTRACT WORK COMPLETED</b> 99%	<b>ESTIMATED COMPLETION DATE</b> 11/25/2015

	CURRENT AUTHORIZATION		CURRENT ESTIMATE
CONTRACT AMOUNT	\$3,957,091.25	BID ITEMS	\$3,746,771.22
ANTICIPATED ITEMS	\$0.00	CONTRACT CHANGE ORDERS, EXTRA WORK ORDERS & ADJUSTMENTS	\$317,507.76
CONTINGENCY	\$138,498.19	CONTINGENCIES FOR COMPLETION	\$76,221.51
		ORDERS FOR FORCE WORK	\$0.00
ENGINEERING	\$839,233.50	ENGINEERING	\$839,233.50
<b>TOTAL PROJECT COST</b>	<b>\$4,934,822.94</b>	<b>TOTAL PROJECT COST</b>	<b>\$4,979,733.99</b>

<b>ESTIMATED INCREASE</b>	<b>Increase/Overrun Amt.</b>	<b>Increase/Overrun Percentage</b>
	\$44,911.05	0.91%

<b>LIST MAJOR OVERRUNS AND UNDERRUNS</b> INCLUDE THE BI, CCO, EWO, & FO NUMBERS, DESCRIPTION & WHETHER THE WORK WAS ANTICIPATED (A) OR UNANTICIPATED (U).	CURRENT ESTIMATED AMOUNT	AMOUNT OF CHANGE
See attached page 2 of 4 for summary of overruns/underruns		

**PRINCIPLE REASONS FOR INCREASE OR OVERRUN (CONTINUE ON ATTACHMENTS)**

This Request for Increase in Construction Authorization is submitted for one principle reason: increase the size of the City of Astoria's waterline on Irving Avenue. Participating funds only cover the replacement of the existing 6 inch waterline with the same diameter pipe. The City of Astoria has requested that the waterline be increased to a 12 inch waterline. Contract Change Order No. 6 covers the additional cost of increase the waterline to 12 inch. The work includes increase the majority of the waterline to 12 inch ductile iron. The additional cost in non-participating, and requires this Request for Increase in Construction Authorization.

While not impacting the overall Construction Authorization or this Request for Increase in Construction Authorization, major overruns and underruns are summarized above, and on an additional support documentation pages.

<b>SUBMITTED BY PROJECT MANAGER</b>	DATE	<b>NOTED BY LOCAL AGENCY</b>	DATE
AREA MGR <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMM. <input type="checkbox"/> APPR	DATE	CONSTRUCT. SECT. <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMM. <input type="checkbox"/> APPR	DATE
REGION MGR <input type="checkbox"/> NOTED <input type="checkbox"/> RECOMM. <input type="checkbox"/> APPR	DATE	SIGNATURE & DATE OF APPROVAL BY OTHERS	

- Active Transp. Unit
- Highway Administrator
- OTC

SUBMIT ORIGINAL THROUGH REGION TO CONSTRUCTION, WITH SUPPORTING DATA. CONSTRUCTION WILL DISTRIBUTE APPROVED COPIES.

**C14701 - Irving Ave.: 19th St. Bridge #07T01 (Astoria)**  
**Summary of Costs Identified in Request for Increase of Construction Authorization**

**Current Estimate - Bid Items**

Category Total:       **\$3,746,771.22**

Original Contract Amount:   **\$3,957,091.25**

<b>Bid Item Quantity Underruns</b>		
B.I. No.	Description	Estimated Amount
0130	SEDIMENT BARRIER	(\$265.00)
0140	SEDIMENT BARRIER	(\$688.50)
0190	TEMPORARY PEDESTRAIN ACCESS	(\$1,272.00)
0250	12 INCH SUBGRADE STABILIZATION	(\$515.15)
0260	RIPRAP GEOTEXTILE, TYPE 2	(\$380.00)
0270	SUBGRADE GEOTEXTILE	(\$1,193.04)
0280	LOOSE RIPRAP, CLASS 25	(\$500.00)
0290	SLOPE PROTECTION	(\$10,000.00)
0300	6 INCH DRAIN PIPE	(\$13,760.00)
0310	6 INCH STORM SEW PIPE, 5 FT	(\$4,160.00)
0320	10 INCH STORM SEW PIPE, 5 FT	(\$1,755.00)
0330	12 INCH STORM SEW PIPE, 5 FT	(\$11,200.00)
0340	CONCRETE PIPE ANCHORS	(\$14,550.00)
0360	CONCRETE STORM SEWER MANHOLES	(\$4,200.00)
0370	24 INCH CONCRETE MANHOLE	(\$20,000.00)
0380	CONNECTION TO EXTG STRUCTURES	(\$2,320.00)
0390	MANHOLES OVER EXISTING SEWERS	(\$13,000.00)
0520	SAW CUT TEXTURING	(\$364.00)
0590	ELASTOMERIC CONCRETE NOSING	(\$2,150.00)
0680	COLD PLN PVMT REMV 2 INCH	(\$5,506.05)
0700	1-1/2 INCH - 0 AGGREGATE BASE	(\$69.92)
0710	4 INCH - 0 AGGREGATE BASE	(\$2,209.45)
0720	LEVEL 2, 1/2 INCH DENSE HMAC	(\$11,301.90)
0730	CONCRETE CURBS	(\$852.50)
0760	CONCRETE STAIRS	(\$476.58)
0770	CULVERT DRAINAGE MARKERS, TYPE 2	(\$135.00)
0780	LONGITUDINAL PAVEMENT MARKINGS - PAINT	(\$627.76)
0840	SHRUBS, #1 CONTAINER	(\$4,200.00)
0850	COMPOST MULCH	(\$2,250.00)
0860	CLEANOUTS	(\$6,299.50)
0870	WATER QUALITY INLET, 1- CARTRIDGE	(\$13,920.98)
0890	WATER QUALITY INLET, 3-CARTRIDGE	(\$57,628.83)
0900	6 IN P WAT P FT & CPL W/ CL B	(\$17,100.00)
0920	6 IN P WAT P FT & CPL W/ R& &	(\$17,136.00)
0940	EXTRA TR EXC W/ CLASS E BKFL	(\$275.00)
1030	TEMPORARY WATERLINE SUPPORT	(\$50,000.00)
1060	WATER QUALITY INLET, 4-CARTRIDGE	(\$21,300.00)

<b>Bid Item Quantity Overruns</b>		
B.I. No.	Description	Estimated Amount
0010	TRAINING	\$1,080.00
0040	TEMPORARY SIGNS	\$722.50
0060	TEMP BARRICADES, TYPE III	\$105.00
0070	TEMP CONC BARR REFLECTORIZED	\$3,000.00
0090	PLASTIC SHEETING	\$1,650.54
0100	TEMPORARY SLOPE DRAIN	\$3,910.00
0110	CONSTRUCTION ENTRANCE	\$2,400.00
0180	ROCK PLATING	\$1,633.20
0240	GENERAL EXCAVATION	\$1,344.85
0350	VIDEO INSPECTION	\$873.00
0440	PERMANENT SHAFT CASINGS	\$4,972.50
0470	PREBORING PILES	\$6,300.00
0570	2 INCH ELECTRICAL CONDUIT	\$10.50
0580	3 INCH ELECTRICAL CONDUIT	\$42.00
0690	3/4 INCH - 0 AGGREGATE BASE	\$2,333.76
0740	CONCRETE DRIVEWAYS	\$3.00
0750	MONOLITHIC CURB AND SIDEWALKS	\$13,940.78
0910	6 IN P WAT P FT & CPL W/ R& &	\$43,850.00
0930	EXTRA TR EXC W/ CLASS B BKFL	\$1,159.50
0960	6 INCH GATE VALVE	\$4,400.00
1000	1 INCH WATER SERVICE CONN	\$2,600.00
1050	6 INCH POTABLE WATER PIPE, FITTINGS,	\$6,912.00

**C14701 - Irving Ave.: 19th St. Bridge #07T01 (Astoria)**  
**Summary of Costs Identified in Request for Increase of Construction Authorization**

**Summary of Contract Change Orders, Extra Work Orders & Adjustments**

**Category Total: \$317,507.76**

CCOs:	No.	Description	Estimated Amount	
			<b>\$321,645.79</b>	Total for Contract Change Orders
	1	CORRECT FUEL FACTOR IN 00195.11(D)	\$0.00	
	2	TEMPORARY WATERLINE	\$59,603.00	
	3	PRECAST LAGGING CONCRETE	\$0.00	
	4	IRVING SLIDE MITIGATION	\$21,275.00	
	5	WEEKLY TRAFFIC CONTROL INSP. REPORTS	\$0.00	
	6	12 INCH WATERLINE	\$44,911.05	
	7	STORM SEWER MODIFICATIONS	\$153,780.65	Purpose for Increase in Const. Authorization
	8	SOLDIER PILE WALL SPLICES	\$12,303.09 *	
	9	MECHANICAL SPLICE ISSUE SETTLEMENT	\$28,477.00	
	10	ADDITIONAL CONSTRUCTION SURVEY WORK	\$1,296.00	
<b>EWOs:</b>			<b>\$0.00</b>	Total for Extra Work Orders
<b>Adjustments:</b>			<b>(\$4,138.03)</b>	Total for Adjustments
	6600A	JAN 2015; FUEL DE-ESCALATION	(\$357.08)	
	6600B	FEB 2015; FUEL DE-ESCALATION	(\$587.76)	
	6600C	MAR 2015; FUEL DE-ESCALATION	(\$33.63)	
	6600D	APR 2015; FUEL DE-ESCALATION	(\$501.68)	
	6600E	Jul 2015; FUEL DE-ESCALATION	(\$15.45)	
	6600F	AUG 2015; FUEL DE-ESCALATION	(\$1,505.48)	
	6600G	SEP 2015; FUEL DE-ESCALATION	(\$1,028.22)	
	6600H	OCT 2015; FUEL DE-ESCALATION	(\$108.73)	
	6600I	NOV 2015; FUEL DE-ESCALATION	(\$9.62)	

Note: \* Denotes estimated amount

**C14701 - Irving Ave.: 19th St. Bridge #07T01 (Astoria)**  
**Summary of Costs Identified in Request for Increase of Construction Authorization**

**Summary of Contingencies for Completion**

<b>Category Total:</b>		<b>\$76,221.51</b>
	Remaining Contingencies:	\$31,310.46
	Non-Participating Amount from City of Astoria:	\$44,911.05

**Summary of Orders for Force Work**

<b>Category Total:</b>		<b>\$0.00</b>
<u>No.</u>	<u>Description</u>	<u>Estimated Amount</u>
	No State Force Orders for this Project	\$0.00

**Summary of Engineering**

<b>Category Total:</b>		<b>\$839,233.50</b>
<b><u>Original Authorization</u></b>		
	<u>Description</u>	<u>Estimated Amount</u>
	Oregon Department of Transportation	\$136,508.79
	David Evans and Associates, Inc.	\$702,724.71



# CONSTRUCTION OVERRUN/INCREASE AUTHORIZATION SUPPORTING DATA

NOTE: All overruns are accumulative and may change approval authority.

PROJECT NAME (SECTION) Irving Ave.: 19th St. Bridge #07T01 (Astoria)		CONTRACT NO. 14701
HIGHWAY Irving Avenue		F.A. PROJECT NUMBER STP-C0315(010)
(A) ORIGINAL AUTHORIZATION \$4,934,822.94	(B) PREVIOUSLY APPROVED INCREASE IN AUTHORIZATION DATE _____ AMT. _____ % _____	(C) CURRENT AUTHORIZATION (A+B) \$4,934,822.94
(D) PREVIOUSLY APPROVED OVERRUNS (ABOVE CURRENT AUTHORIZATION) DATE _____ AMT. _____ % _____		(E) TOTAL PROJECT BUDGET (C+D) \$4,934,822.94

REQUESTED OVERRUN/INCREASE AMOUNT	DELEGATED APPROVAL AUTHORITY
ESTIMATE INCREASE FOR THIS REQUEST (F) <span style="border: 1px solid black; padding: 5px; display: inline-block; width: 150px; text-align: center;">\$44,911.05</span>	<input type="checkbox"/> AREA MANAGER (UP TO \$250,000 OVERRUN) <input type="checkbox"/> REGION MANAGER (UP TO \$500,000 OVERRUN) <input type="checkbox"/> STATEWIDE PROJECT DELIVERY MANAGER (UP TO \$500,000) <input type="checkbox"/> STATE CONSTRUCTION/MATERIALS ENGINEER (UP TO \$500,000 OVERRUN) <input type="checkbox"/> CHIEF ENGINEER (UP TO \$500,000 OVERRUN AND MAJOR CHANGES) <input type="checkbox"/> PROGRAM FUNDING SERVICES MANAGER (ALL AMOUNTS ON LOCAL PROJECTS) <input type="checkbox"/> OREGON TRANSPORTATION COMMISSION (ABOVE \$500,000 INCREASE)
NEW ESTIMATE PROJ. BUDGET (E+F) <span style="border: 1px solid black; padding: 5px; display: inline-block; width: 150px; text-align: center;">4,979,733.99</span>	
TOTAL SHOULD EQUAL THE TOTAL PROJECT COST FROM 734-3372 CURRENT ESTIMATE	

PROGRAM FUNDING SOURCE		
PRIOR APPROVAL TO OVERRUN HAS BEEN OBTAINED FROM THE APPROPRIATE PROGRAM MANAGER BELOW:		
	FUNDING MANAGER NAME	BY NAME AND DATE
<input type="checkbox"/> REGION FINANCIAL PLAN REGION MANAGER/AREA MANAGER	_____	_____
<input type="checkbox"/> STATE BRIDGE PROGRAM STATE BRIDGE ENGINEER	_____	_____
<input type="checkbox"/> INTERSTATE MAINT. FINANCIAL PLAN PAVEMENTS ENGINEER	_____	_____
<input type="checkbox"/> LOCAL PROGRAM FINANCIAL PLAN PROGRAM AND FUNDING MANAGER	_____	_____
<input type="checkbox"/> OTIA APPROVAL OTIA WORKSHEET ATTACHED	_____	_____
<input type="checkbox"/> OTHER POSITION: _____	_____	_____

FUNDING STRATEGY FOR OVERRUN OR INCREASE IN AUTHORIZATION: (AS SPECIFIED BY RESPONSIBLE PROGRAM MANAGER)

CONTINUED ON ADDITIONAL SHEETS



## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 11, 2016

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ORDINANCE GRANTING A NONEXCLUSIVE RIGHT AND FRANCHISE TO COASTCOM, INC.

### **DISCUSSION/ANALYSIS**

This proposed ordinance received its first reading at the March 7, 2016 Council meeting. The City of Astoria has telecommunication franchise agreements with several telecommunication and utility service providers who utilize City public rights-of-way for the placement of infrastructure.


In 2008, City of Astoria granted CoastCom, Inc., nonexclusive right and entered into a five year franchise allowing CoastCom to construct, operate and maintain telecommunications system in the City's rights-of-way. Ordinance No. 08-03 with CoastCom, Inc., terminated September 19, 2013. CoastCom has continued to pay franchise fees to the City per the expired Ordinance and wishes to renew nonexclusive right and franchise. CoastCom, Inc., provides telecommunications services to Clatsop County, LS Networks, Sunset Empire Transportation, and the City of Astoria. The provisions of this franchise are similar to franchise agreements negotiated with other users of public rights-of-way.

Presented for your consideration is a proposed ordinance drafted by City Attorney Henningsgaard granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. The ordinance:

- Requires CoastCom, Inc., to pay a fee to the City equal to 7.0% of the gross revenue earned within the City
- Provides procedures for amendment and renewal of the franchise.
- Imposes certain reporting requirements.

### **RECOMMENDATION**

It is recommended that City Council conduct the second reading and adopt the ordinance.

By:   
Susan Brooks, Director of Finance  
and Administrative Services

## ORDINANCE NO. 16-03

AN ORDINANCE GRANTING TO COASTCOM INC., AN OREGON CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO CONSTRUCT, MAINTAIN AND OPERATE, IN, ON AND UNDER THE RIGHTS OF WAY OF THE CITY OF ASTORIA, CLATSOP COUNTY, OREGON, TELCOMMUNICATIONS FACILITIES FOR SERVICE TO THE CITY OF ASTORIA, THE INHABITANTS THEREOF AND OTHERS, SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF PAYMENTS SPECIFIED IN THIS ORDINANCE.

THE CITY OF ASTORIA ORDAINS AS FOLLOWS:

**Section 1. Grant of Franchise.** The City hereby grants to CoastCom, Inc., an Oregon corporation, hereafter "CoastCom," the privilege to operate Utility Facilities in, under, along, over and across Rights of Way within the City, for the purpose of providing Communications services to the inhabitants of the City and persons and corporations beyond the limits thereof.

**Section 2. Definitions.**

"Utility facility" or "facilities" means any physical component of a system, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, transmitters, plant, equipment and other facilities, located within, under or above the rights of way, any portion of which is used or designed to be used to deliver, transmit or otherwise provide utility service.

"Communications services" means any service provided for the transmission of information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself. Communications service does not include: (1) cable service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communications system services provided without using the public rights of way; (4) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (5) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

"Gross Revenue" means any revenues received from utility operations within the City of Astoria less related net uncollectibles. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another when the utility purchasing the service is not the ultimate customer, or revenue from joint pole use.

"Rights of Way" mean the present and future streets, alleys and other public ways.

**Section 3. Term.** The term of this Franchise shall commence on the date of acceptance by CoastCom, as set forth in **Section 4** for ten (10) years or until cancelled as provided herein.

**Section 4. Acceptance by CoastCom Networks, Inc.** Within sixty (60) days after the passage of this ordinance by the City, CoastCom shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**Section 5. Non-Exclusive Franchise.** The right to use and occupy the Rights of Way shall be nonexclusive and the City reserves the right to use the Rights of Way for itself and to grant others the right to use its rights of way.

**Section 6. City Regulatory Authority.** CoastCom shall comply with the Charter and all ordinances, rules and regulations adopted by the City. The City reserves its right to amend or adopt additional ordinances rules and regulations as may be desirable in the interests of its citizens in the exercise of its authority as an Oregon home rule city.

**Section 7. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by CoastCom of its Utility Facilities. CoastCom shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of CoastCom's use of the Rights of Way within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. Notwithstanding any provision hereof to the contrary, CoastCom shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**Section 8. Annexation.**

8.1 Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by CoastCom located within any Rights of Way of the annexed territory shall thereafter be subject to all of the terms hereof.

8.2 When any territory is approved for annexation the City shall, within ten (10) working days after passage of the ordinance approving the annexation, provide a copy of the City's ordinance approving the annexation to CoastCom.

**Section 9. Planning, Design, Construction and Installation of Company Facilities.** All Utility Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations. Any maintenance, operation, upgrading, and relocation may only



be done in compliance with the applicable law and the ordinances of the City of Astoria.

**Section 10. Vegetation Management.** CoastCom or its contractor may prune all trees and vegetation which overhang the Rights-of-Way, whether such trees or vegetation originate within or outside the Rights-of-Way, to prevent the branches or limbs or other part of such trees or vegetation from interfering with CoastCom's Utility Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent CoastCom, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**Section 11. Insurance.** CoastCom At all times during the term of this Franchise, CoastCom, at its own cost and expense, shall provide the insurance specified in this section.

- 11.1 Within 30 days of the effective date of this Franchise, CoastCom shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers, evidencing that CoastCom's insurance complies with this section.
- 11.2 Policies shall include a provision requiring written notice by the insurer or insurers to the City not less than 30 calendar days prior to cancellation, reduction, or material change in coverage. If insurance coverage is canceled, reduced or materially changed, CoastCom shall, prior to the effective date of such cancellation, reduction or material change, obtain the coverage required under this section, and provide the City with documentation of such coverage. CoastCom shall be responsible, to the extent not caused by the City's negligence or intentional misconduct, for the costs of any damage, liability, or injury, which are not otherwise covered by insurance or because of a failure to comply with this section.
- 11.3 During the term of this contract, CoastCom shall maintain in force, at its own expense, the following insurance:
  - (1) Workers' compensation insurance for all subject workers; and
  - (2) General liability insurance written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273, which coverage shall include contractual liability coverage for the indemnity provided under this contract, and naming the City, its officials, officers, employees and agents as additional insureds with respect to CoastCom's activities pursuant to this Franchise.

**Section 12. Compensation.** In consideration of the rights, privileges, and franchise hereby granted, CoastCom shall pay to the City from and after the effective date of the acceptance of this franchise, seven percent (7.0%) of its gross revenues derived from within the corporate limits of City. Payment shall be made to the City on a quarterly basis on January 1st, April 1st, July 1st and October 1st of each year. All amounts due under this Section 12 shall be subject to review by the City; and CoastCom shall provide any information reasonably requested by City to conduct such review; provided that only payments which occurred during a period of thirty-six (36) months prior to the date the City notifies CoastCom of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount to the maximum allowed by state law. The City shall provide CoastCom with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to CoastCom.

**Section 13. Continuous Service.** CoastCom shall maintain and operate an adequate system for Communication Services in the City. CoastCom shall use due diligence to maintain continuous and uninterrupted 24-hour a day service which shall at all times conform at least to the standards common in the business and to the standards adopted by state authorities and to standards of the City which are not in conflict with those adopted by the state authorities. Under no circumstances shall CoastCom be liable for an interruption or failure of service caused by an act of God, unavoidable accident or other circumstances beyond the control of CoastCom through no fault of its own.

**Section 14. Renewal.** At least 120 days prior to the expiration of this Franchise, CoastCom and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. CoastCom shall have the continued right to use the Rights of Way of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**Section 15. No Waiver.** Neither the City nor CoastCom shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**Section 16. Transfer of Franchise.** CoastCom shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing.

**Section 17. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or CoastCom may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until

mutually agreed upon by the City and CoastCom and formally adopted as an ordinance amendment.

**Section 18. Non-Contestability--Breach of Contract.**

- 18.1 Neither the City nor CoastCom will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall CoastCom be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.
- 18.2 In the event CoastCom or the City fails to fulfill any of their respective obligations under this Franchise, the City, or CoastCom, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

**Section 19. Notices.**

- 19.1 Unless otherwise specified herein all notices from CoastCom to the City pursuant to or concerning this Franchise shall be delivered to:

The Astoria City Manager  
1095 Duane Street  
Astoria, OR 97103

- 19.2 Unless otherwise specified herein, all notices from the City to CoastCom pursuant to or concerning this Franchise shall be delivered to:

CoastCom, Inc.  
151 E Olive Street  
Newport, OR 97365

- 19.3 Either party may change their notice address by written notice to the other.

**Section 20. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**Section 21. Repeal of Ordinance.** Upon the effective date hereof, Ordinance No. 08-03 of the City of Astoria, as extended, is repealed.

**Section 22. Effective Date.** This ordinance shall take effect thirty (30) days after its enactment by the Council and approval by the Mayor, but shall become null and void unless within thirty (30) days after such effective date CoastCom shall file with the City CoastCom's written acceptance of the terms, conditions and obligations to be complied with or performed by it hereunder.

ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor Nemlowill			
Herzig			
Price			
Warr			
Mayor LaMear			



# CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 14, 2016

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AWARD CONTRACT FOR PARKS AND RECREATION MANAGEMENT SOFTWARE

### **DISCUSSION/ANALYSIS**

In the Fiscal Year 2015-2016 budget, the Astoria City Council allocated \$55,000 of Capital Improvement Funds for a point of sale and registration software system, also known as a Recreation Management System, for the Parks and Recreation Department. On December 7, 2015 City Council authorized the request for proposals.

Currently, the Parks and Recreation Department process transactions for the Aquatic Center, Recreation Center, Cemetery, Port of Play, and Lil' Sprouts. All transactions, totaling \$942,580 annually are processed through a manual cash register, and all registrations, enrollments, facility rentals, account management, memberships, attendance tracking, payment plans, and scholarships, are managed by hand, through written spreadsheets, notebooks, or hard copy forms. All manual work is then physically forwarded to the Finance Department where it is keyed into the City's financial software (Springbrook), to capture transactional entry for the general ledger and/or cash receipts as well as bank reconciliations. This largely manual process has proven to be inefficient and ineffective at meeting the Departments vast needs. A Recreation Management System that would meet the needs of the Department and community should include: activity registration, facility reservation, pass management, league scheduling, equipment rentals, point of sale, inventory control, detailed reporting, online accessibility, and ease of use on mobile devices.

While Department staff began investigating Recreation Management Systems, the Comprehensive Parks and Recreation Master Plan needs assessment was developing and the following draft conclusions:

- 2.A.ii. Identify and prioritize deferred maintenance tasks.
- 2.A.iii. Utilize computer software to record and track parkland and facility condition, maintenance needs, schedules, amenities, and part numbers.
- 2.B.ii. Develop and maintain an online database of projects that need volunteer assistance or could be completed by volunteers.
- 3.B.i. Track, measure, and record the use of parks, facilities and programs by user type.
- 4.C.i. Track and measure the impact of communications and marketing on attendance, program registration, and revenue.

While one conclusion relates to a Recreation Management System, four draft conclusions call for a computerized software to record and track parkland and facility conditions, maintenance needs, schedules, amenities, etc. This is known as a Park Maintenance Management System.

Currently the Parks Maintenance Division utilizes pocket notebooks, desk calendars and outlook calendars to schedule employees and record what is planned and accomplished every day. Additionally, maintenance staff utilizes multiple spreadsheets and documents for equipment logs, schedules and inventories. Currently, the Maintenance Division is reactionary instead of proactive, partly because we do not have a central database of our properties, assets and tools, or good profile of the costs of our activities. A Parks Maintenance Management System that would meet the needs of the Department and community would include; record keeping, tracking, budgeting, maintenance alerts, scheduling, online accessibility, and ease of use on mobile devices.

With the additional identified need of a Maintenance Management System, the Department included the amenities provided by a Maintenance Management System in the request for proposals to evaluate what possible costs would be, and began investigating Parks and Recreation Management Systems. Between December and March Department staff and the City's IT consultants iFocus, evaluated proposals, interviewed the proposers, and viewed product demonstrations.

The results of proposal evaluations, interviews and product demonstrations are outlined on the following page.

	RecPro	Rec1	Vermont Systems	ACTIVE Network
<b>Recreation Management</b>				
Account Management/Customer Database	x	x	x	x
Course/Program/Camp Registration	x	x	x	x
Childcare Enrollment Registration	x		x	x
Facility and Equipment Reservations	x	x	x	x
Marketing/Communication Components	x	x	x	x
Membership Tracking	x	x	x	x
Online/Web Accessibility/Use on Mobile Devices	x	x	x	x
Payment Processing/Point of Sale	x	x	x	x
Participant Attendance Tracking	x	x	x	x
Payment Plans/Billing and Invoices	x	x	x	x
Scholarship Tracking	x	x	x	
Sports League Management	x	x	x	x
Communication Portal for Employee Support	x		x	x
<b>Parks Management</b>				
Maintenance Project Management System			x	
Mobile Application for Parks Maintenance			x	
Inspection tracking			x	
Task Scheduling			x	
Planning and budgeting software			x	
<b>System Type</b>				
Installed Software			x	
Online Registration	x	x	x	x
City owned			x	
<b>Evaluation Criteria (based on RPF response &amp; demo)</b>				
Evaluation Criteria 100 point weight	47	62	95	74
<b>Cost</b>				
Hardware Cost	\$10,866	\$10,866	\$4,418	\$10,866
Annual Cost	\$16,250	\$9,426	\$11,094	\$81,950
<b>Purchase Cost</b>	<b>\$14,600</b>	<b>\$20,976</b>	<b>\$103,820</b>	<b>\$43,183</b>
<b>Vender cost over 10 years</b>	<b>\$78,400</b>	<b>\$115,236</b>	<b>\$214,760</b>	<b>\$862,683</b>

Department staff recommends awarding a contract to Vermont Systems in the amount of \$103,820. Vermont Systems is the preferred vendor due to their low non-percentage based annual costs. Their program is a software system that is installed on City servers, ensuring point of sale transactions are processed accurately and timely. The system would be owned by the City of Astoria, ensuring a continuation in service in the event the company stops servicing the software or goes out of business. Vermont Systems is the only proposer who can meet the Departments needs of having a fully functional Recreation Management System and Parks Maintenance Management System.

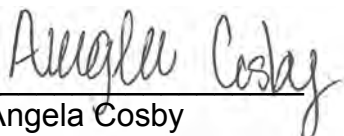
To fund the purchase cost of \$103,820, hardware cost estimated at \$4,418, this year's annual maintenance and support cost of \$11,094, and required infrastructure, labor and support by iFocus of \$7,300, a total of \$126,632 is needed. Parks staff proposes reallocating the budgeted \$72,000 in Capital Improvement Funds for weed eradication and reseeded at Ocean View Cemetery to be combined with the previously allocated \$55,000 for a point of sale and registration system, totaling \$127,000 for a Parks and Recreation Management System.

The City will save \$18,850 by purchasing both the Recreation Management System and Parks Maintenance Management System together as a package. If the City were to purchase the components of the Recreation Management System now and incorporate the components of the Maintenance Management System at a later date, the additional support services and training expenses from Vermont Systems will cost an additional \$12,450. Further, the Department would need to re-train all 100+ employees on the new features at an additional expense of \$6,400.

Should the recommended system be purchased, Department staff has identified a minimum of \$19,000 in annual saving from the reduction of part time office staff due to the efficiencies the Management System will provide. Parks Department staff recommends redirecting this savings to increase the quality of our facilities and programs. Department staff also expects to greatly benefit from enhanced productivity and revenue generation within the parks maintenance division, and at the Aquatic Center, Recreation Center, Port of Play, and Lil' Sprouts. While the Department's production of work and implementation of programming grows, it is a priority that the efficiency and accuracy of the Department and the services provided improve to better meet the needs of its growing patron and community groups. Purchasing a Parks and Recreation Management System will greatly enhance and streamline the Departments capabilities and will increase the potential for our entire Department to grow and continue to be successful.

### **RECOMMENDATION**

It is recommended that the City Council award a contract with Vermont Systems in the amount of \$103,820 and enter into a software license, maintenance and support agreement in the annual amount of \$11,094 the for the purchase, maintenance, and support of a Parks and Recreation Management System in order to have an effective and efficient Parks and Recreation Department that meets the needs of the community.

By:   
Angela Cosby  
Director of Parks & Recreation



**VERMONT SYSTEMS, INC.**  
**SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT 12-1-14**


This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT (“Agreement”), is made and entered into on \_\_\_\_\_, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter “VSI” or “Licensor”, and **The City of Astoria, OR** (hereinafter “Licensee” or “Customer”), collectively referred to herein as the “Parties” or singularly “Party”.

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

**ARTICLE 1 – Software License**

- 1.1 VSI hereby grants the Licensee and the Licensee thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V11 Development software to develop its’ applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and pricing is included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes. Article 1.3 does not apply, if VSI is providing complete hosting services.
- 1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B pricing.

**ARTICLE 2 – Annual Software Maintenance and Support Services**

- 2.1 VSI shall provide the Customer with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided to the Customer are specifically listed in Exhibit B pricing.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time on the VSI web site. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Customer.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your **January 1<sup>st</sup> —, May 1<sup>st</sup> —, July 1<sup>st</sup> X, or \_\_October 1<sup>st</sup>** fiscal year for one year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Customer notifies VSI in writing prior to the end of the fiscal year that the Customer is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees annually. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.
- 2.5 The Customer is licensed to use the VSI software indefinitely, even if it terminates annual maintenance support. The Licensee is the sole owner of its’ data, whether Customer hosted or VSI hosted. If VSI hosted and the Customer terminates use of the VSI software, VSI agrees provide a copy of the database to the Customer in readable format.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials

### **ARTICLE 3 – Software Training and Installation Services**

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily or hourly rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Customer, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Customer. The Customer can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Customer will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B pricing, as well.
- 3.4 The Customer is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.
- 3.5 VSI will honor training and other services quotes for up to 120 days, but reserves the right to modify these rates thereafter.

### **ARTICLE 4 – VSI Hosting Services**

- 4.1 Web Server Hosting Service - if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service, as described in Exhibit D, for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting *does not* apply to this Agreement.
- 4.2 Complete Hosting Services - if the Customer selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at either the Eastern or Western data center, the monthly fee for this option will be included in Exhibit B. Complete Hosting Services includes web server hosting, as described in Article 4.1. Since VSI *will not* be providing complete hosting services for the Customer, Exhibit E hosting services specifications *do not* apply to this Agreement.
- 4.3 The Hosting Services guaranteed rate for one year, includes the services and features, as described in Exhibit F.

### **ARTICLE 5 – Charges and Payment**

- 5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer when shipped or following the initial training session, and will be due within 30 days. The initial Software License fee includes ground shipping of the DVD that contains the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. Article 5.1 *does* apply to this Agreement.
- 5.2 VSI Hosted Software: if VSI is providing Complete Hosting Services, it will install the software on VSI servers at either its' Eastern or Western data center. The Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due within 30 days.
- 5.3 VSI Hosting Services: Complete Hosting Services fees are due on the first day of each month, unless the Customer has agreed to an annual payment in advance.
- 5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Customer must provide a tax exemption certificate.
- 5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials

## **ARTICLE 6 – Security of Programs**

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code.

## **ARTICLE 7 – Warranties**

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Customer from any suit or proceeding brought against the Customer by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Customer shall be entitled to be independently represented by counsel of its own choice.

## **ARTICLE 8 – Limitation of Liability**

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages..
- 8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.
- 8.3 The Parties agree that the laws of the State of Oregon will govern this Agreement, and that the venue for legal resolution shall be in Clatsop County, Oregon.

## **ARTICLE 9 – Risk of Loss**

- 9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on either the Eastern or Western data center server.

## **ARTICLE 10 – Personal Information Protection**

- 10.1 Customer On-Premise Hosted Software & Database: if the Customer installs the VSI application software on its' own servers, the Customer will be responsible for the SSL (Secure Socket Layer) to protect confidentiality of patron data flow between the server and the user workstations. To protect data at rest, VSI offers the chargeable Progress TDE (Transparent Data Encryption) software option to encrypt user-selected sensitive data fields to secure them from unauthorized access.

\_\_\_\_\_ VSI Initials \_\_\_\_\_ Customer Initials

**ARTICLE 10 – Personal Information Protection – continued**

10.2 VSI Hosted Software & Database: VSI will provide the SSL (Secure Socket Layer) Certificate for the hosting servers to protect the flow of data between the hosting servers and the Customer’s remote users, as described in Exhibit E. The chargeable Progress TDE is also available to protect data at rest, as well. If a breach occurs, VSI will notify the Customer immediately regarding the extent of the breach, so that the Customer can notify its’ patrons at no charge that a breach of security has occurred

**ARTICLE 11 – Application Source Code**

11.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, [jfr@essexvtlaw.com](mailto:jfr@essexvtlaw.com). The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or bankruptcy, or discontinuance of said service by VSI, it will notify the Customer and the Escrow Agent that it is in default. The Escrow Agent will then make the source code available to the Customer within thirty days of written notice for Customer support use only.

**ARTICLE 12 – Independent Contractor**

12.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers’ compensation insurance, as well as personal injury and property damage insurance.

**ARTICLE 13 – Change Orders or Extensions**

13.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

**ARTICLE 14 – Authorization and Entire Agreement**

- 14.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 14.2 This Agreement and the attached Exhibits A, B, & C constitute the entire Agreement between Vermont Systems and the Licensee.
- 14.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

**Vermont Systems, Inc.**

**Customer**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Giles Willey, President  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Approved as to form:**

## 1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit may not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V11 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI application software using a browser.

## 2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD for on premise hosted users with standard ground shipping. Program only updates can be downloaded via VSI's web page [www.vermontsystems.com](http://www.vermontsystems.com) under Support or by requesting the update DVD at any time.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates. VSI provides coordinated software upgrade and database conversion services for VSI hosted Customers.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are **not included**:

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below and to standard VSI hourly services pricing.
- VSI application software WAN access configuration.
- Customized print programs and updates are chargeable.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct extensive out-of-balance condition.
- Hosting services are not included in the VSI application software maintenance fees.

## 3. PROGRAMMING ENHANCEMENTS:

Although VSI policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

#### 4. VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:

##### Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm – 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable with a minimum per call or multi-call issue.

##### Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. The quoted stand-by rate is based on a minimum of 4 hours per call issue, which could involve multiple phone calls.

#### 5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

##### **Priority 1 – High**

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

##### **Priority 2 – Medium**

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

##### **Priority 3 – Low**

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

##### **Response Times**

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

##### **Escalation Process**

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in VSI services pricing. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

**Table of Service Requirements.**

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
<i>Stage 1 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
<i>Stage 2 Status Report Intervals</i>	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

**6. VSI SUPPORT SERVICES PRICING**

VSI charges a daily fee for on-site training based on an 8-hour day, plus out-of-pocket travel expenses. VSI charges the same daily fee for classroom-training at VSI for the first two Customer trainees, along with a reduced rate for each additional trainee. Other services include 800 telephone training, programming, hardware, and network configuration support services. Travel time, which includes two-way travel for trips lasting less than 4 hours, is also chargeable. VSI reserves the right to modify these rates at any time.

**7. VSI WEEKEND SUPPORT SERVICES PRICING:**

The weekend daily and hourly training rates are based on one and one half times the standard weekday rates. If the Customer asks a VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the Customer will be charged a reduced daily fee, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

**8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:**

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expense losses, as well as a penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

**9. TRAINING CANCELLED DURING SCHEDULED ONSITE TRAINING WEEK:**

If the Customer cancels or delays training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

**10. TELEPHONE SUPPORT:**

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

**11. APPLICATION SOFTWARE SOURCE CODE:**

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet, 802-878-3346, [jfr@essexvtlaw.com](mailto:jfr@essexvtlaw.com). If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within thirty days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

**12. DOCUMENTATION:**

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Chargeable hard copy manuals are also available.

**13. INSTALLATION PLANNING:**

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.



#### 14. **THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:**

The VSI Trainer will configure RecTrac/GolfTrac/CYMTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day or any date range. At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

#### 15. **HARDWARE PAYMENT & WARRANTY:**

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes warranties from the manufacturers or distributors for specified periods. Please review the quotes and warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and maintenance contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations. Hardware returns in the original packaging are only accepted during the first 30 days following delivery.

#### 16. **VSI POS HARDWARE SUPPORT:**

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

##### **Qualified POS Hardware Purchased from VSI – Full Support:**

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

##### **Qualified POS Hardware Purchased from Another Source – Partial Support:**

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI support rate.

##### **Non-Qualified POS Hardware Purchase from another Source – Limited Support:**

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at standard VSI support rates. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes will be chargeable.

##### **POS Hardware Onsite Installation Support:**

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.





Please See Detail Breakdown  
on Following Pages

Description: **RecTrac Pricing - Exhibit B**  
Prepared For: **City of Astoria, Astoria, OR**  
Contact Name: **Erin Reilly, Rec Coord**  
Contact Email: **ereilly@astoria.or.us**  
Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
Fax Number:  
Quote Date: **03/17/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<b><u>RecTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$17,300.00	\$3,400.00	\$0.00	\$20,700.00
Progress OpenEdge Software	\$3,460.00	\$680.00	\$0.00	\$4,140.00
Support Services - Training & Expenses	\$21,915.00	\$0.00	\$0.00	\$21,915.00
<b>Total RecTrac:</b>	<b>\$42,675.00</b>	<b>\$4,080.00</b>	<b>\$0.00</b>	<b>\$46,755.00</b>
<b><u>MainTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$8,600.00	\$2,020.00	\$0.00	\$10,620.00
Progress OpenEdge Software	\$1,720.00	\$404.00	\$0.00	\$2,124.00
Support Services - Training & Expenses	\$12,450.00	\$0.00	\$0.00	\$12,450.00
<b>Total MainTrac:</b>	<b>\$22,770.00</b>	<b>\$2,424.00</b>	<b>\$0.00</b>	<b>\$25,194.00</b>
<b><u>ID Systems - Workgroup Multi-User Software</u></b>				
Application Software	\$450.00	\$180.00	\$0.00	\$630.00
Progress OpenEdge Software	\$90.00	\$36.00	\$0.00	\$126.00
Key Fobs	\$2,200.00	\$0.00	\$100.00	\$2,300.00
ID Card Hardware	\$345.00	\$0.00	\$48.00	\$393.00
<b>Total ID Systems:</b>	<b>\$3,085.00</b>	<b>\$216.00</b>	<b>\$148.00</b>	<b>\$3,449.00</b>
<b><u>WebTrac - Basic Edition</u></b>				
Application Software	\$15,725.00	\$3,145.00	\$0.00	\$18,870.00
Progress OpenEdge Software	\$3,145.00	\$629.00	\$0.00	\$3,774.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$7,305.00	\$0.00	\$0.00	\$7,305.00
<b>Total WebTrac:</b>	<b>\$27,425.00</b>	<b>\$3,774.00</b>	<b>\$0.00</b>	<b>\$31,199.00</b>
<b><u>PayTrac - Workgroup Multi-User Software</u></b>				
Application Software	\$3,000.00	\$600.00	\$0.00	\$3,600.00
Magstripe Readers	\$2,085.00	\$0.00	\$48.00	\$2,133.00
Support Services - Training & Expenses	\$200.00	\$0.00	\$0.00	\$200.00
<b>Total PayTrac:</b>	<b>\$5,285.00</b>	<b>\$600.00</b>	<b>\$48.00</b>	<b>\$5,933.00</b>
<b><u>Hardware - (VSI Qualified)</u></b>				
Printers Receipt	\$1,050.00	\$0.00	\$111.00	\$1,161.00
Cash Drawers	\$525.00	\$0.00	\$72.00	\$597.00
Barcode Readers	\$1,005.00	\$0.00	\$39.00	\$1,044.00
<b>Total Hardware:</b>	<b>\$2,580.00</b>	<b>\$0.00</b>	<b>\$222.00</b>	<b>\$2,802.00</b>



Please See Detail Breakdown  
 on Following Pages

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
<b>VSI TOTALS</b>				
Application Software	\$45,075.00	\$9,345.00	\$0.00	\$54,420.00
Printers Receipt	\$1,050.00	\$0.00	\$111.00	\$1,161.00
Progress OpenEdge Software	\$8,415.00	\$1,749.00	\$0.00	\$10,164.00
Cash Drawers	\$525.00	\$0.00	\$72.00	\$597.00
Key Fobs	\$2,200.00	\$0.00	\$100.00	\$2,300.00
ID Card Hardware	\$345.00	\$0.00	\$48.00	\$393.00
Barcode Readers	\$1,005.00	\$0.00	\$39.00	\$1,044.00
Magstripe Readers	\$2,085.00	\$0.00	\$48.00	\$2,133.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Expenses	\$41,870.00	\$0.00	\$0.00	\$41,870.00
<b>Grand Totals:</b>	<b>\$103,820.00</b>	<b>\$11,094.00</b>	<b>\$418.00</b>	<b>\$115,332.00</b>

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

**INSTALLMENT PURCHASE PLAN OPTIONS - NO INTEREST CHARGES**

(Total Software License Figure Used For Installment Calculation) \$54,740.00

**Two Year Payment Plan Purchase Option**

(Software License Portion Of Installment Amount) \$27,370.00

<b>Year 1</b> (Includes One Half The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance)	<b>\$87,962.00</b>
<b>Year 2</b> (Includes One Half The Software License + Annual Maintenance)	<b>\$38,464.00</b>
<b>Year 3+</b> (Annual Maintenance Only)	<b>\$11,094.00</b>

**Three Year Payment Plan Purchase Option**

(Software License Portion Of Installment Amount) \$18,247.00

<b>Year 1</b> (Includes One Third The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance/Services)	<b>\$78,839.00</b>
<b>Year 2</b> (Includes One Third The Software License + Annual Maintenance/Services)	<b>\$29,341.00</b>
<b>Year 3</b> (Includes One Third The Software License + Annual Maintenance/Services)	<b>\$29,341.00</b>
<b>Year 4+</b> (Annual Maintenance/Services Only)	<b>\$11,094.00</b>



**RecTrac Workgroup Multi-User Software**  
**Recreation Tracking Software**  
**VSI Quote Number: 55503**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,750.00	\$2,750.00	\$490.00
1	Each	Pass Management (V-RT-MU-PM)	\$2,750.00	\$2,750.00	\$490.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,750.00	\$2,750.00	\$490.00 2
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Equipment/Site Rentals (V-RT-MU-RN)	\$2,750.00	\$2,750.00	\$490.00 3
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 4
4	Each	Additional Users Over 2 (TOTAL 6 concurrent users) (V-RT-MU-AU)	\$300.00	\$1,200.00	\$200.00
<b>Total Application Software:</b>				<b>\$17,300.00</b>	<b>\$3,400.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$3,460.00	\$3,460.00	\$680.00 5
<b>Total Progress OpenEdge Software:</b>				<b>\$3,460.00</b>	<b>\$680.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
15	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$11,250.00	\$0.00
3	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$1,125.00	\$0.00
18	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$5,940.00	\$0.00 6
3	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$3,600.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$21,915.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$42,675.00</b>	<b>\$4,080.00</b>
<b>Grand Total - RecTrac:</b>				<b>\$46,755.00</b>	

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)



**MainTrac Workgroup Multi-User Software**  
**Maintenance Tracking Software**  
**VSI Quote Number: 55503**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	MainTrac Base System (V-MT-MU-BS)	\$5,950.00	\$5,950.00	\$1,190.00 7
1	Each	MainTrac Systems Administration (V-MT-MU-SA)	\$400.00	\$400.00	\$400.00
1	Each	MainTrac Job/Task Maintenance Scheduling (V-MT-MU-JT)	\$700.00	\$700.00	\$140.00
1	Each	MainTrac Inspections & Results (V-MT-MU-IN)	\$950.00	\$950.00	\$190.00
2	Each	MainTrac Additional Users Over 2 (V-MT-MU-AU)	\$300.00	\$600.00	\$100.00 8
<b>Total Application Software:</b>				<b>\$8,600.00</b>	<b>\$2,020.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$1,720.00	\$1,720.00	\$404.00 5
<b>Total Progress OpenEdge Software:</b>				<b>\$1,720.00</b>	<b>\$404.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
8	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$6,000.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$750.00	\$0.00
10	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$3,300.00	\$0.00 6
2	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$12,450.00</b>	<b>\$0.00</b>

<b>Total Software, Hardware and Support Services</b>			<b>\$22,770.00</b>	<b>\$2,424.00</b>
<b>Grand Total - MainTrac:</b>			<b>\$25,194.00</b>	
* NOTE: Shipping is FOB - Origin			(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



**ID Systems Workgroup Multi-User Software**  
**Pass Management Photo/Plastic Photo ID Card System**  
**VSI Quote Number: 55503**

Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b>Application Software</b>						
1	Each	Pass Mgmt Ext Integration - Fobs/Existing ID Cards (V-RT-MU-PMI-EX)	\$450.00	\$450.00	\$0.00	\$180.00
<b>Total Application Software:</b>				<b>\$450.00</b>	<b>\$0.00</b>	<b>\$180.00</b>
<b>Progress OpenEdge Software</b>						
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$90.00	\$90.00	\$0.00	\$36.00
<b>Total Progress OpenEdge Software:</b>				<b>\$90.00</b>	<b>\$0.00</b>	<b>\$36.00</b>
<b>Key Fobs</b>						
5000	Each	Key Fob, 3UP, Teslin, Preprinted, 3/1, Qty 5000 (S-KF-ID-T3P-13-50)	\$0.44	\$2,200.00	\$100.00	\$0.00
<b>Total Key Fobs:</b>				<b>\$2,200.00</b>	<b>\$100.00</b>	<b>\$0.00</b>
<b>Other Available Products of Interest</b>						
		Key Fob, 2UP, Teslin Preprinted, 3/1 Qty 2500	Price: \$0.45			
		Key Fob, 3UP Teslin, Preprinted 4/1 Qty 15,000	Price: \$0.31			
<b>ID Card Hardware</b>						
3	Each	Microsoft LifeCam Studio Camera, Auto Focus, 1080p (H-PID-MS-01)	\$85.00	\$255.00	\$33.00	\$0.00
3	Each	Adjustable Tripod Stand, LifeCam Camera (H-PID-MS-01-ST)	\$30.00	\$90.00	\$15.00	\$0.00
<b>Total ID Card Hardware:</b>				<b>\$345.00</b>	<b>\$48.00</b>	<b>\$0.00</b>

<b>Total Software, Hardware and Support Services</b>			<b>\$3,085.00</b>	<b>\$148.00</b>	<b>\$216.00</b>
<b>Grand Total - ID Systems:</b>			<b>\$3,449.00</b>		
* NOTE: Shipping is FOB - Origin			(Plus Tax Where Applicable / Includes Shipping FOB - Origin)		



Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
<b><u>Application Software</u></b>					
1	Each	WebTrac Internet Software, 6-15 RecTrac Users (V-WT-SU-IS-6)	\$3,750.00	\$3,750.00	\$750.00 11
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 12
1	Each	WebTrac Facility Reservations (V-WT-SU-FR)	\$950.00	\$950.00	\$190.00 12
1	Each	WebTrac Pass Management (V-WT-SU-PM)	\$950.00	\$950.00	\$190.00 12
1	Each	WebTrac Point of Sale/Tickets (V-WT-SU-PS)	\$950.00	\$950.00	\$190.00 12
1	Each	WebTrac League Scheduling (V-WT-SU-LS)	\$750.00	\$750.00	\$150.00 12
1	Each	WebTrac Equipment/Site Rentals (V-WT-SU-RN)	\$950.00	\$950.00	\$190.00 12
1	Each	Mobile RecTrac (V-WT-SU-MRT)	\$1,950.00	\$1,950.00	\$390.00 13
1	Each	Mobile WebTrac (V-WT-SU-MWT)	\$1,950.00	\$1,950.00	\$390.00 14
1	Each	Mobile MainTrac (V-WT-SU-MMT)	\$1,950.00	\$1,950.00	\$390.00 15
1	Each	WebTrac/RecTrac Sm Workgroup Agents (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00 16
<b>Total Application Software:</b>				<b>\$15,725.00</b>	<b>\$3,145.00</b>
<b><u>Progress OpenEdge Software</u></b>					
1	Each	OpenEdge Application Server & RDBMS (T-PG-SU-WB)	\$3,145.00	\$3,145.00	\$629.00 5
<b>Total Progress OpenEdge Software:</b>				<b>\$3,145.00</b>	<b>\$629.00</b>
<b><u>VSI-Add ons</u></b>					
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 17
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 18
<b>Total VSI-Add ons:</b>				<b>\$1,250.00</b>	<b>\$0.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>					
5	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$750.00	\$3,750.00	\$0.00
1	Day(s)	Travel Time (X-S-TNG-09)	\$375.00	\$375.00	\$0.00
6	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,980.00	\$0.00 6
1	Each	Expense Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$1,200.00	\$0.00
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$7,305.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$27,425.00</b>	<b>\$3,774.00</b>
<b>Grand Total - WebTrac:</b>				<b>\$31,199.00</b>	
* NOTE: Shipping is FOB - Origin				(Plus Tax Where Applicable / Includes Shipping FOB - Origin)	



# PayTrac Workgroup Multi-User Software

VSI Quote Number: 55503

Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b><u>Application Software</u></b>						
1	Each	VSI Workgroup ERI Credit Card Interface (V-PT-MU-ERI)	\$3,000.00	\$3,000.00	\$0.00	\$600.00 19
<b>Total Application Software:</b>				<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$600.00</b>
<b><u>Magstripe Readers</u></b>						
3	Each	Credit Card EMV (Chip & Pin) Device (H-PIN-99)	\$695.00	\$2,085.00	\$48.00	\$0.00 20
<b>Total Magstripe Readers:</b>				<b>\$2,085.00</b>	<b>\$48.00</b>	<b>\$0.00</b>
<b><u>Support Services - Training &amp; Expenses</u></b>						
2	Hour(s)	Phone/Webex Setup or Training/Hr. (Min 15 Min/\$25) (X-S-TNP-01)	\$100.00	\$200.00	\$0.00	\$0.00 21
<b>Total Support Services - Training &amp; Expenses:</b>				<b>\$200.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$5,285.00</b>	<b>\$48.00</b>	<b>\$600.00</b>
<b>Grand Total - PayTrac:</b>					<b>\$5,933.00</b>	

\* NOTE: Shipping is FOB - Origin

(Plus Tax Where Applicable / Includes Shipping FOB - Origin)

Credit card processing hardware will be determined based upon the Gateway you choose to utilize. The line item for \$695.00 is not an actual product/device - it's a placeholder only.





**Hardware (VSI Qualified)**  
**VSI Quote Number: 55503**  
 Please Review Notes on Last Page  
 Software Pricing Is Valid For 120 Days  
 Hardware Pricing Is Subject to Change

Description: **RecTrac Pricing - Exhibit B**  
 Prepared For: **City of Astoria, Astoria, OR**  
 Contact Name: **Erin Reilly, Rec Coord**  
 Contact Email: **ereilly@astoria.or.us**  
 Approved By: **Sarah Otoka, Sales Admin (saraho@vermontsystems.com)**

Phone Number:  
 Fax Number:  
 Quote Date: **03/17/2016**

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
<b><u>Printers Receipt</u></b>						
3	Each	Star TSP143UII, 40 col Thermal, USB, Cutter (H-PRT-ST-05-U-B)	\$265.00	\$795.00	\$39.00	\$0.00 22
3	Each	Thermal Receipt Paper, 1 Ply, 50 Rolls/Case (S-PRT-IT-THB-01)	\$85.00	\$255.00	\$72.00	\$0.00 23
<b>Total Printers Receipt:</b>				<b>\$1,050.00</b>	<b>\$111.00</b>	<b>\$0.00</b>
<b><u>Cash Drawers</u></b>						
3	Each	MMF Advantage 17.4Wx18.7D Dumb Drw Paint Front Blk (H-DRW-MM-11-D-BK)	\$175.00	\$525.00	\$72.00	\$0.00
<b>Total Cash Drawers:</b>				<b>\$525.00</b>	<b>\$72.00</b>	<b>\$0.00</b>
<b><u>Barcode Readers</u></b>						
3	Each	Honeywell MK7580G 1D/2D Genesis Imager, USB Cable (H-BCR-HY-10)	\$335.00	\$1,005.00	\$39.00	\$0.00 24
3	Each	MK7580 Custom Configuration for VSI software (H-BCR-HY-11-X-C)	\$0.00	\$0.00	\$0.00	\$0.00 25
<b>Total Barcode Readers:</b>				<b>\$1,005.00</b>	<b>\$39.00</b>	<b>\$0.00</b>
<b>Total Software, Hardware and Support Services</b>				<b>\$2,580.00</b>	<b>\$222.00</b>	<b>\$0.00</b>
<b>Grand Total - Hardware:</b>					<b>\$2,802.00</b>	
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Phone Number:  
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- 
- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
  - 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
  - 3 In order to use the graphical touch screen option (Graphical Site Rentals) in other modules, you must also license the POS Inventory module.
  - 4 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
  - 5 VSI uses Progress OpenEdge software to develop and deploy its' software applications, and also embeds the required Progress OpenEdge Enterprise or Workgroup RDBMS (Relational Database Management Software) with its' applications.
  - 6 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
  - 7 MainTrac Base System includes the following capabilities:
    - Distribute Labor, Equipment/Vehicles, Inventory Materials & Contract Costs by Resource, Fixed Asset and Activity.
    - Maintenance & Preventive Maintenance for all Facilities, Equipment/Vehicles, Trees & Landscaping, Utilities and Streets.
    - Process Work Requests & Work Orders
    - Call Center Processing option for Work Order/Complaint Management
    - Track all types of employee work, including overtime, holiday and leaves (vacation, illness, personal, etc.)
    - Track Material Vendors and Material price quotes
    - Track Weather Conditions
    - RecTrac Interface - for activity based Work Orders
  - 8 The base multi-user software license fee includes the first two (2) users. Additional users can be added at \$300 per user license and \$50 per user annual maintenance (plus Progress license). Each user has access to all licensed software modules, as authorized in the user-defined menu system.
  - 9 Pricing is determined by the quantity ordered, number of colors and one side or two sided pre-printing. Please note that this quote is an estimate and actual print costs may vary somewhat due to over runs, etc.  
Delivery - be sure to allow 4 to 6 weeks after the you have approved the proof copy of the keyfob.
  - 10 Microsoft LifeCam Studio, HD 8MP Res, True 1080p Sensor, Auto Focus, USB, Operating Temperature 21DF - 104DF with Humidity <5% - 80% Non-condensing. Using in hot, humid areas can damage the camera.
  - 11 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.  
  
The WebTrac module does NOT include hosting services, which are priced separately. However, if needed VSI does offer two types of hosting services: Web Server Only or Web Server & Database. If you need Web Server Only hosting and your IT department or your off-premise web hosting vendor does'nt allow third party software to be installed on its servers, then VSI can offer Web Server Only hosting with a monthly fee, which is billed on annual basis. If you need full Web Server & Database hosting services, VSI will provide by installing your software on its servers at its TechVault data center with monthly billing.
  - 12 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.

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Phone Number:  
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- 
- 13 Mobile RecTrac provides access to select staff functions using a smart phone mobile browser. The Mobile RecTrac browser is device/operating system independent. Functions such as Visit Check-In, League Scores Postings, Roster Print, Tee Sheets, and Household Inquiries are a few of the functions that are available to the staff using a smart phone. All current and future Mobile RecTrac staff related functions developed for all RecTrac modules by VSI are included in this one-time license fee, providing that the annual maintenance and support fees are paid.

Mobile Hardware Options:

1. Honeywell Captuvo SL22 iPod Sled, SL42 iPhone Sled, SL62 iPad Mini Sled

There are several models available for the iPod, iPhone, iPad Mini including one with magstripe reader only, one with bar code imager only, and one with both bar code imager and magstripe reader. Options for both include holsters, wrist lanyards, and battery packs. VSI is a Honeywell dealer and offers the Captuvo at prices ranging from \$270 to \$720 each. The iPod, iPhone, iPad Mini are fully integrated with the SL22, SL42, SL62 Sleds. Each Sled also requires the DryRain browser software at \$99 that is required to enable the units to communicate with RecTrac.

2. Motorola CS3050-SR10007WW with 1D Bluetooth bar code scanner - customers can purchase this unit from VSI or from another source. This unit can be linked to most smart phone devices that support Bluetooth connections.

- 14 Mobile WebTrac provides patron access to select functions using a smart phone mobile browser. Since Mobile WebTrac is browser based, it is device/operating system independent. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying their pass barcode are a few of the operations that patrons will be able to access on their phone. All patron related functions that are developed for Mobile WebTrac will be available under this one license fee. In summary, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

Mobile Hardware Options: any modern smart phone with or without a bar code scanner, depending on the the application.

- 15 This module requires WebTrac. Mobile MainTrac provides a limited set of MainTrac functions to the staff, using a smartphone and/or a computer/laptop/tablet. Since Mobile RecTrac is browser based, it is device/OS independent.

- 16 WebTrac Agents needed are provided to process WebTrac online transactions. Each Agent can service approximately 20 simultaneous requests.

- 17 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then ask you to verify that the results match your specs. If you ask for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.

- 18 The Standard Splash Page Option offers a choice of any one of 14 standard splash pages, and they are available on the VSI website for your review. You decide which standard or combination of multiple standards is best for your organization.

The \$500 fee includes VSI support to assist you to implement the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to change requests will be charged at \$100/hour. Any design changes to the standard templates that require custom programming will be charged at \$140/hour.

- 19 The VSI ERI (External Redirect Interface) fee applies to any of the credit card vendor options.

- 20 The specific credit card EMV (Chip and Pin) device delivered depends on the PayTrac solution you select. This line item is used as a placeholder for budgeting purposes. The different devices range in price from \$500-\$750.

- 21 Time quoted is estimated. Actual time used will be billed.

- 22 Includes power supply, power cord, auto cutter and cable. Wall mountable.

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- 
- 23 Thermal Receipt Paper, 1 Ply, 50 Roll/Case for Star, Epson, & Ithaca receipt printers.
  - 24 Honeywell MK7580G-2 Genesis Bar Code Imager USB Kit, 1D/2D, PDF17, Gray, Type A 3M Cable (9.5' - Cbl-500-300-S00), Power Supply, EasyID Software, Documentation, and VSI Custom Configuration. USB keyboard emulation is standard with optional Serial or Parallel emulation. Standard keyboard emulation used to connect reader to dedicated computer. This scanner can be used for RecTrac Background Visit Check-in by configuring it for Serial Emulation using the same USB cable. This enable the computer to be used for other functions, while it is also being used to scan visitor ID cards.
  - 25 Custom Configuration for VSI application software, so plug and play out of the box.



# CERTIFICATE OF LIABILITY INSURANCE

VERMO19

OP ID: EH

DATE (MM/DD/YYYY)

03/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kinney Pike - Williston 62 Knight Lane Williston, VT 05495 Jake Obar	<b>CONTACT NAME:</b> Elizabeth Harlow <b>PHONE (A/C, No, Ext):</b> 802-878-1600 <b>E-MAIL ADDRESS:</b>		<b>FAX (A/C, No):</b> 802-879-4022
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : <b>Hanover Insurance Company</b>		<b>NAIC #</b> 22292
<b>INSURED</b> Vermont Systems, Inc. 12 Market Place Essex Jct, VT 05452	<b>INSURER B :</b> Underwriters at Lloyds		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
		<b>INSURER F :</b>	

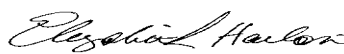
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>0 liab deductible</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBV9813141 03	01/01/2016	01/01/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> <b>0 liab ded</b>			AWV A817262 00	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			OBV9813141 03	01/01/2016	01/01/2017	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WDV9813126 03	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<b>Professional/Cyber</b>			USUCS260635415	12/31/2015	12/31/2016	<b>Aggregate</b> <b>2,000,000</b> <b>Each Occ</b> <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITYAST</b>  <b>City of Astoria</b> 1095 Duane Street Astoria, OR 97103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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