City of Rainier Regular City Council Meeting August 2, 2021 6 p.m. Rainier City Hall

Mayor Jerry Cole called the Regular Council Meeting to order at 6 p.m.

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Mike Kreger and Levi Richardson

Council Absent: Brenda Tschida and Jenna Weaver

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

Flag Salute

Additions/Deletions from the Agenda: Public Works Director Sue Lawrence said she would like to add the expenditures related to the boat that recently sunk at the marina to the agenda. Council President Mike Kreger moved to add it to the agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

Mayor's Address: Mayor Jerry Cole said the museum is trying to raise money for its building by the senior center. The property has already been purchased. A \$100,000 match has been pledged for the project. It will be received once that amount has been raised. The Rainier Oregon Historical Society (ROHS) board of directors feels that \$200,000 would be enough to get the project going. Cole went to the recent ROHS fundraising event and has made a donation, if people want to match it. Monthly pledges are possible. The ROHS needs around \$28,000 to hit the \$100,000 mark. Its board members contributed \$1,000 each.

Visitor Comments: Al Guist said there's a two-inch galvanized steel water line near his home that isn't tied into other adjacent lines. He would like to see it replaced. There's a gravel road on D Street between west 2nd and 3rd Streets where people sometimes go the wrong way, kicking up dust and rocks. He would like to see it improved. Ronald Roche spoke on the behalf of Ronda Haworth, who owns a home on 4th Street. A complaint was made about the property in late June and handled by Sgt. Peter Manning. Roche distributed

photographs of the work that has been done to improve the property. Junk has been removed, and so has a fence that was within the roadway on E Street. A six-foot wooden fence has been put in its place and she applied for a permit. She wants to comply and make the neighbors happy. The one item of contention is that one area of the property near the street was fully vegetated with trees and shrubs when she bought it. Removing that would be a major construction project and could be an environmental issue, with rocks and soil moving down 4th Street if it isn't done properly. Cole said Sgt. Manning and the city's public works department can look into it. He thinks Haworth has done everything she can. He grew up by there and remembers the street having that vegetation back then. HOPE Executive Director Kelly Miller gave a presentation to council about what that organization does. Cole asked how many times a month needy residents can access their services. Miller said food boxes can be obtained once a month. But there's currently an abundance of food, so it can be twice. Needy residents can get produce, bread and dairy products once a week if they're available. That isn't counted against their monthly food box. Lisa Soule from HOPE said the food boxes contain around a grocery cart of food. They include frozen meat and fresh fruits and vegetables. Miller said they also have toiletries, dog and cat food and snacks. There's around \$120 worth of product in the food boxes. Nobody is turned away and HOPE will take groceries to people who need them delivered. Councilor Robert duPlessis asked where HOPE receives it donations from. Miller said the Oregon Food Bank, the local Grocery Outlet and community members. HOPE will be a doing a fundraiser at the park August 28.

Consider Approval of the Consent Agenda

Consider Approval of the July 12, 2021 Regular Council Meeting Minutes-Cooper moved to approve the consent agenda. That motion was seconded by Kreger and adopted unanimously.

Unfinished Business

- a. Riverfront Trail Update-Lawrence said the stairs are under construction. Design work and an estimate are being done for the bridge and she'll be following up on putting a gate off of the trail for the condo and duplex. Cooper asked about signage and Lawrence said the city has it and public works can have those installed.
- b. Fox Creek Update-Lawrence said working on an RFP for the study.
- c. Senior and Multigenerational Housing-Cole said the committee can be formed in the fall.
- d. D Street Loop Project Update-Lawrence said there was a slight delay because public works was waiting on some parts. The water line should be done in three weeks and an engineer is working on putting together information on the stormwater and street for an RFP, which will go out in the next two to three weeks.
- e. Second Reading of Ordinance 1080—Establishing Rules and

- Regulations for Vacation Rental Dwellings-Kreger moved to pass Ordinance 1080. That motion was seconded by Cooper and adopted unanimously.
- f. Library Board Discussion-Cole said the city has rules for the board. There's been discussion about moving forward with re-forming it. That would be an opportunity to adjust to current needs. Rainier School District Superintendent Joseph Hattrick said he's been in his role for about a year and the board hasn't met in that time. Huge progress has been made at the library with its remodel. A board can clarify governance issues. Jorgensen said there are policy questions that have come up. He and Hattrick have been dealing with them, but it's better if that direction comes from a board comprised of community members instead of administrators. Jorgensen said he can start advertising for board members. There's been discussion about having different groups represented on the board. Cole suggested that there could be representatives from the council and the school board as members. Hattrick said other stakeholders could include the senior center. Cole said staff could find out who the most recent board members were. Jorgensen said he could research, then reach out and encourage them to apply. Cole asked who would want to represent the council on the board. Budge said she had done it before. Cole said that the board could have a councilor and school board member as ex oficio members. Council agreed by consensus.
- g. Annexation Policies-Jorgensen said he had asked council for direction at a previous meeting, on the policy question of whether to allow structures outside of city limits but within the urban growth boundary to hook up to city services. He has another policy question. The model ordinance that Planning Commission has looked at comes from the City of St. Helens. It enables citizens to petition the city for annexation. But some cities include language in their ordinances that also allow for the council to initiate the process. Some cities require a public vote on every annexation. What direction would the council like the city to take on this? Cole said that if the city initiates an annexation, that process would involve public hearings and notifications. There are also costs involved in putting those matters on the ballot. Jorgensen said he's been talking with the League of Oregon Cities about model ordinances for comparably sized cities. He will take the direction he's gotten from council and use that to put something before the Planning Commission, which will then make a recommendation to council.

New Business

a. Resolution 21-08-01—To Abate a Nuisance Property at 516 East E Street-Kreger moved to approve the resolution. That motion was seconded by Cooper and adopted unanimously.

- b. Ordinance 1081—Repealing Ordinance No. 974-Jorgensen explained that he's been working with the Department of Land Conservation and Development (DLCD) to update the city's flood plain ordinance. DLCD advised that the city has two flood plain ordinances that contradict each other. The first is outdated and was not repealed when the most recent one was passed. DLCD recommended repealing the older one and updating the current one. Kreger moved to approve the ordinance. That motion was seconded by Cooper and adopted unanimously.
- c. Water Filter Bids-Lawrence said she received two quotes and she recommends the \$169,625 bid from Westech. It includes additional work, including the disposal of debris. Cooper moved to accept the bid from Westech. That motion was seconded by Kreger and adopted unanimously.
- d. Pump Station at JT Marine-Cole said that during the A Street project, the wastewater line to the site was inadvertently removed. Lawrence said she received a quote for \$8850 to replace that line with a pump station. She feels it's a reasonable option. duPlessis asked if JT Marine would be responsible for the maintenance. Lawrence said they would. Cole asked if a memorandum of understanding could be put in place to get that in writing. Lawrence said yes. Kreger moved to approve the \$8850 quote for the pump station. That motion was seconded by duPlessis and adopted unanimously.
- e. Committee Liaisons-Jorgensen said this came up during the council's March goal setting session. Now that the Planning Commission and Parks Committees are up and running, and the Library Board will be re-forming, perhaps council wants to have members serve as liaisons to them. Cole said he's avoided involvement with the Planning Commission because if any decisions made there are appealed to the council, he doesn't want to have had ex-parte contact. He mentioned maybe having a liaison to the senior center.
- f. American Rescue Plan Act Update-Jorgensen said that the city is set to receive approximately \$446,1999.98 from the passage of the federal legislation. It will come in two installments of \$223,099.99. The first will arrive shortly after he submits the required paperwork and the second will arrive one year later. This was budgeted for and the \$223,099.99 was split evenly between the water, sewer and street funds. However, the funds can't be spent on streets, so the amount in that fund will have to be split evenly between the other two. Cole said this is an opportunity to bring the city's wastewater plant into regulatory compliance.
- g. Capital Plan-Lawrence said the plan she put together will help the city with planning and restoration over the next five years instead of doing repairs as things break down. The plan will help the city with DEQ compliance. Cole said that's very necessary and several of the projects included in the plan will help with it.

- h. Street Priorities-Jorgensen said this was another matter the council discussed at its goal setting session. Cole said he would like to see the portion of East E Street between 3rd and 4th streets prioritized for improvement. Lawrence said that was one area she wanted to recommend. Cole urged councilors to pass their street priorities on to Lawrence. She said that would enable she and her staff to rate them.
- i. Sunk Boat Expenditures-Lawrence said that an abandoned boat at the city marina sunk. It was an emergency situation over a weekend, so Cole approved having it removed to avoid damaging the docks. The total cost of removing the boat was \$13,800 and that includes having it destroyed. Kreger moved to approve the expenditure. That motion was seconded by Cooper and adopted unanimously.
- **8. Staff Report-**Lawrence said the new ticket machine for the boat launch has been ordered. The cameras at the marina are out and public works has been fixing water line breaks. The dock has some damage and she believes it was related to the sunken boat. The water master plan update is almost finished. That will also take care of the issues that Guist mentioned. The inflow and infiltration study is wrapping up and she's getting information on the smoke test that will help with the DEQ compliance issues. The Geotech study for First Street is underway. Police Chief Gregg Griffith said National Night Out is scheduled for August 3. The fire department will be there offering vaccines. Blodgett said staff is preparing for the upcoming audit. Jorgensen said the city received at least 10 applications for the vacant police officer position. Griffith will be scheduling the first round of tests for all of the applicants. The top applicants will then go before an interview panel that will include he and Cole. The city will be hosting a League of Oregon Cities (LOC) meeting August 6. He asked if any councilors would like to participate so he can register them. The LOC conference is coming up in Bend October 21 through 23 and he asked if any councilors would like to attend. He's been working on updating the city's flood plain ordinance and annexation policies and spoke with a representative of Comcast about having council meetings broadcast on local cable television. That representative is scheduled to be at the September council meeting.
- **9. Council Reports-**Councilor Levi Richardson said the parks committee's tour of city-owned properties went well. The committee will discuss a proposal to add pickleball courts to the city park at its next meeting and that recommendation will come back to council. He asked about the status of the speed humps on C Street. Lawrence said she's putting together the paperwork for the RFP for that and other paving projects so they can be put out to bid.
- **10. City Calendar/Announcements-**Cole said the next council meeting will be September 13 due to the Labor Day holiday.

 Mavor Jerry Cole	W. Scott Jorgensen, City Administrator

Cole adjourned the meeting at 8:03 p.m.

ORDINANCE NO. 1081

AN ORDINANCE OF THE CITY OF RAINIER REPEALING ORDINANCE 974

WHEREAS, on August 17, 1998, the City of Rainier adopted Ordinance No. 974 Adopting Amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, and

WHEREAS, Ordinance No. 974 was codified as Chapter 18.80 of the Rainier Municipal Code, and

WHEREAS, on November 17, 2010, the City of Rainier adopted Ordinance No. 1055 Pertaining to Flood Damage Prevention in the City of Rainier, and

WHEREAS, Ordinance No. 1055 was codified as Chapter 18.120 of the Rainier Municipal Code, and

WHEREAS, city staff has consulted with officials from the Oregon Department of Land Conservation and Development (DLCD) about updating the City's flood plain regulations, and

WHEREAS, DLCD advised that the City has two sets of overlapping and sometimes conflicting flood plain regulations, and

WHEREAS, Ordinance 974 was not rescinded when the City's floodplain regulations were updated in 2010 through the passage of Ordinance 1055, and

WHEREAS, Chapters 18.80 of the Rainier Municipal Code includes regulation language that is outdated and references 1986 floodplain maps instead of more recent floodplain maps that went into effect in 2010, and

WHEREAS, based on the input from DLCD, city staff has decided that Ordinance 974 should be repealed, as it is outdated and no longer serving its intended purpose;

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by repealing this ordinance.

NOW, THEREFORE, the City of Rainier ordains as follows: Ordinance No. 974, adopted on August 17, 1998, is hereby repealed.

Passed by the City of Rainier council and approved by the mayor or	the date of, 20	21.
BY:		

Jerry Cole, Mayor
ATTEST:
BY:
Scott Jorgensen, City Administrator

Ordinance No. 974

AN ORDINANCE ADOPTING AMENDMENTS TO THE CITY OF RAINIER COMPREHENSIVE PLAN AND ZONING ORDINANCE

Whereas, on August 25, 1983, the city of Rainier's comprehensive plan and land use regulations were officially acknowledged by the Oregon Land Conservation and Development Commission; and

Whereas, pursuant to ORS Chapter 197, the City of Rainier reviewed its comprehensive plan and regulating ordinances and found that changes were needed to these documents; and

Whereas on August 21, 1995, the amendments to the City of Rainier Comprehensive Plan, Plan Map, Zoning Ordinance and Zoning Map and Subdivision Ordinance were adopted; and

Whereas additional review found a need for numerous housekeeping revisions and identified weaknesses within the 1995 text; and

Whereas on May 26, 1998 a public hearing was held by the Rainier Planning Commission to discuss and receive testimony regarding the proposed text amendments; and

Whereas at its May 26, 1998 meeting, after taking public testimony, the Planning Commission forwarded a recommendation of approval to the City Council to adopt the text amendments; and

Whereas on June 15, 1998 a public hearing was held by the Rainier City Council regarding the proposed text amendments.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RAINIER DOES ORDAIN:

Section 1. That the proposed text amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, attached hereto as Exhibit "A.1 & A.2" have been prepared under the direction of the Planning Commission, are in the public interest and the appropriate public hearings have been held.

Section 2. That the amendments proposed in Exhibit "A.1 & A.2" are hereby approved.

Section 3. That the Comprehensive Plan for the City of Rainier is hereby amended in accordance with the amendments described and identified in Exhibit "A.1" attached hereto and made a part of this ordinance

Section 4. That the Zoning Ordinance is hereby amended in accordance with the amendments described and identified in Exhibit "A.2" attached hereto and made a part of this ordinance.

Passed by the Council and approved by the Mayor this 17th Day of August, 1998

Chuck Eddings, Mayor

ATTEST:

Randy Reed, CMC/AAE, City Recorder



Building Community since 1973

Bill To Name City of Rainier

Bill To P.O. Box 100

Rainier, Oregon 97048

United States

Opportunity Name Rainier Park - Shelter

Quote Name Classic Recreation 20' Gazebo Shelter

 Quote Number
 00035050

 Quote Date
 8/30/2021

 Quote Exp Date
 9/30/2021

 Est Lead Time
 16-20 weeks

Ship To Name City of Rainier

Ship To ATTN: Sue Lawrence

690 West A St.

Rainier, Oregon 97048

United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Classic Recreation	Shade Structure-Classic Recreation: Type: Charleston Gazebo Width: 20' Tiers: 1 Roof Type: HR-36 Steel Fascia: 24 Ga. Trim Roof Pitch: 4:12 Number of Columns: 6 Column Mounting Type: Surface mount Eave Height: 7'2" Frame Finish: Zinc rich primer w/ TGIC powder coat - COLORS TBD	\$12,904.00	\$12,904.00
1.00	Classic Recreation	Shade Structure-Classic Recreation - Structural Calculations (Set of 3) - Required for permitting	\$1,133.00	\$1,133.00

Total Quote Amounts			
County/ City Tax	Oregon State Tax	Materials Amount	\$14,037.00
Tax Rate	0.0000%	Tax Amount	\$0.00
Credit Terms	Net 30 On Materials Shipment	Labor Amount	\$0.00
		Freight Amount	\$3,942.00
		Total	\$17,979.00

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include installation, offload, payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions, however compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a change order to cover the costs of a per project enrollment and additional wage/benefit requirements.

Prepared By Len Fransen
Email lenf@rossrec.com



Building Community since 1973

Bill To Name

Bill To

	Rainier, Oregon 97048 United States
Signature	
Name	
Title	
Date	

City of Rainier P.O. Box 100 Opportunity Name Rainier Park - Shelter

Quote Name Classic Recreation 20' Gazebo Shelter

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Ship To Name City of Rainier

Ship To ATTN: Sue Lawrence

690 West A St.

Rainier, Oregon 97048

United States

https://webmap.onxmaps.com/hunt/map

Hot Tube C.C.

Total Acres of Proposed Harvest Unit: 34 Acres

Total Volume per Acre Estimated 25 MBF

Total Unit Volume Estimated 34ac *25MBF = 850 MBF

Total Volume

Revenue:	Cost per MBF	Total Gross Revenue
Current Log price average.	\$750/MBF	\$637,500
Costs:	Cost per MBF	Total Costs
Dollars Per MBF to load on board the truck "logging cost"	\$100/MBF	\$85,000
Dollars Per MBF to haul the wood to the mill in Kalama.	\$54.80/MBF	\$46,580
Reconstruct short spur:		\$2,500
Pre planting site prep:	\$85/AC	\$2,890
Planting the seedlings	.7/ tree	\$8,570
	Total Costs:	\$145,540

Total Net Revenue

\$491,960

Notes:

MBF stands for Thousand Board Feet to put this into persective a typical loaded log truck with this kind of wood should average somewhere around 4.5 MBF per load.



Annual Report

Mission & Purpose

The Columbia Economic Team's mission is to promote the creation, retention, growth, and attraction of business and industry throughout our county.

As a private/public membership organization, we strive to be accessible, agile, polished, and proactive in representing the economic interests of Columbia County.

We operate with these strategic goals in mind, guiding the work we do:

- Expand, retain, and recruit businesses and industries participating in existing or new industry clusters.
- Increase per capita income, diversify the economy, and promote sustainable economic growth and family-wage jobs.
- Coordinate the delivery of professional economic development services by leveraging relationships, partnerships, and the collaborative efforts of existing organizations.
- Provide leadership to ensure a climate in which businesses thrive while attracting diverse new investment.

The purpose of our annual report is two-fold:

- 1. A fiscal year-end self-assessment of whether we're on-course with our mission and objectives.
- 2. A report card for our investors and partners to reinforce the value proposition of Columbia Economic Team and to demonstrate the value they are creating as investors by supporting the work we do.

Though never satisfied, we are pleased with the work we've accomplished and the impact we've been able to contribute over the past year, as well as the work we are undertaking as we move into the next.

We invite your review, comments, feedback, and critique. Most importantly, if current members believe we've fulfilled their investment in our commitment and purpose to the economy of Columbia County, we invite your renewed membership, and investment by new members as well, to strengthen, expand and always improve our organization to help achieve economic prosperity for Columbia County.

Business Retention & Recovery

SUPPORTING OUR EXISTING BUSINESSES, KEEPING THEM HERE, AND HELPING THEM GROW HAS NEVER BEEN MORE CHALLENGING OR IMPORTANT THAN IN 2020 -2021, WITH THE COVID-19 PUBLIC HEALTH PANDEMIC AND RESULTING ECONOMIC DISRUPTION.



With the onset of pandemic infections, restrictions, quarantining and lockdowns, customer traffic and workforce disruptions immediately impacted the smallest of businesses and the largest employers. Our Board of Directors immediately directed staff to focus expressly on small businesses facing customer and worker disruptions, financial impact, and outright shutdowns.

OUR RESPONSE

Columbia Economic Team immediately stood up new communication networks to deliver updates, alerts, and support information countywide, compiling contact databases to reach a wide spectrum of businesses and organizations on a daily basis. Emphasis was on the public health and safety priorities, particularly as they affected business operations and consumer behavior.

CET published nearly 250 daily ENews updates before scaling back frequency as the crisis has begun to recede, pushing out business tips and know-how, tools and toolkits, best-practices and innovations gathered from national and global sources, and especially providing alerts and facilitation of small business funding assistance. A Small Business website (smallbizhub.columbiacountyoregon.com) was immediately created to provide an evergreen clearinghouse for small business resources, health information, and financial assistance opportunities.

Informing wasn't enough though and gaps existed in getting actual assistance to businesses teetering on the edge. Columbia Economic Team partnered with the State of Oregon, Columbia-Pacific Economic Development District (Col-Pac), and Columbia County to establish and manage four rounds of grant funding to small businesses and non-profit organizations. In total, more than \$1.6 million was directed by CET to over 337 businesses throughout every community in Columbia County. We were also able to directly connect more than two dozen businesses to additional selective state and programmatic funding.

In the process of guiding grant applicants, we provided grant and small business support consulting to more than 70 individual businesses, and referred more than

a dozen businesses to Oregon Small Business Development Centers, the Capital Access Team and Business Oregon for free advising, business planning, financial strategy, and resource accessibility.

To provide business education and to refresh ideas and innovation to adapt, we collaborated with Wauna Credit Union, local Chambers of Commerce, and local experts to execute an eight-week small business workshop series covering everything from basic business planning to insurance, legal, all aspects of marketing, and business regulatory strategy, and we provided scholarships for tuition reimbursement for business owners that enrolled in PCC business classes.

And of course, CET's Keep It Local program, created five years ago to promote and increase local business spending, has been a key provider of glue between Chambers, CET, and communities throughout the county.

At the state, regional and federal levels, we advocated for businesses for more assistance, more accessible programs, and for common sense regarding workplace safety, regulation, legislation, progressive permitting, and land use decisions.

We partnered with the Columbia County Board of Commissioners to fund and create a PPE "pop-up store" at the county fairgrounds, providing buying power and supply chain help to small businesses and non-profits, distributing masks and other essential personal protective equipment on a volunteer basis.

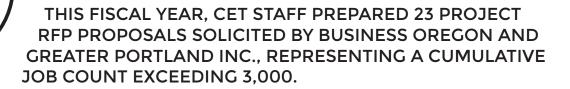
Under the pressure of the public health and economic pandemics, our connections to our longtime partners have grown even stronger. And we've found new partners and allies in the interest of collaboration, communication, coordination and helping improve the environment for growth of existing and new businesses.

We are meeting regularly with city councils and their management and staff, as well as the County Board of Commissioners and county staff, managing assets and facilities, land development and planning, public health, emergency services, transportation, and more.

We are collaborating on strengthening our communities where big gaps persist – like with childcare and preschool education – and their interdependence on workforce issues and employment.

We have aggressively managed the county's two Enterprise Zones that provide incentives for investment, in exchange for increased employment and above-average wages.

Business & Industrial Recruitment & Expansion



These proposals range from pitch letters to full Excel workbooks and unique multi-page applications. While competition for these projects is high, both in-state and nationally, they are opportunities to not be overlooked as an asset, and each provides an excellent opportunity to work with stakeholders, landowners, brokers, utilities, city government, and our regional workforce and economic development partners to improve our knowledge, our assets, and our marketing effectiveness.

We worked with four prospective industrial developers, directly and outside the RFP process. Two projects are still active and viable, with cumulative job count of approximately 350.

We approached six, and are still working with two, companies considering relocation to Columbia County. Their industries are manufacturing and metal fabrication, with estimated cumulative job count exceeding 80.

We are currently working with three companies with existing operations in Columbia County to facilitate significant expansion of operations and core business, plus new product line development.

CET re-energized its BRE strategy to welcome new companies and ensure their successful establishment in our communities. Our most recent welcome was JT Marine, now in Rainier, for whom we were able to facilitate energy efficiency, workforce, and other key contacts to achieve key goals and cost savings.

CET is fortunate to have collaborative partners at the Port of Columbia County and city governments. To enhance our recruitment, together we've developed a new project tracking system to ensure benchmarks are met, infrastructure and entitlements are coordinated, and real-time transparency exists on project status and prioritization with partners, to improve outcomes.

Tourism

COLUMBIA ECONOMIC TEAM
SERVES AS THE DESTINATION
MANAGEMENT ORGANIZATION FOR
COLUMBIA COUNTY, REPRESENTING
THE AREA IN STRATEGY, POLICY, PLANNING,
AND FUNDING MATTERS WITH THE PORTLAND
REGION AND TRAVEL OREGON.

We have intensified our engagement in coordination and funding decisions, as well as market coordination and earned media efforts. With all tourism and travel marketing shut down by Executive Order, CET focused instead on infrastructure and destination development, obtaining and deploying \$115,000 to fund projects that support our county's Outdoor Recreation strategy. Outdoor Recreation in Columbia County is experiencing record surges in visitors and economic activity; oddly, we have COVID cabin-fever to thank and capitalize upon.

CET committed \$25,000 in partnership with Columbia County to complete all interpretive signage along the Crown Z Trail, where visitor and usage counts have skyrocketed as one of the closest developed trail systems to the Portland urban population center.

CET also sought grant funding for multiple development projects and successfully obtained two Oregon Tourism Grants for more than \$90,000 for Destination Development and Community Recovery and Improvement. One project will place four fully equipped BikeHub Stations in Clatskanie, Rainier and Vernonia, and create both expert and new family-friendly bike routes on popular GPS applications, reinforcing the county's burgeoning trails and cycling attractions. The second project will create building-size murals, pocket gardens, lighting and planting equipment and other safety and aesthetic improvements to beautify downtown Vernonia, which is a gateway to our trails system and a substantial share of the visitor camping and outdoor recreation in the county. Both projects will be completed by Fall 2021.

As the pandemic restrictions recede, our attention will again turn to tourism marketing and promotion focusing on each community's unique flavor, and to leverage visit conversions from regional and statewide marketing by our partners at Travel Portland and Travel Oregon.

Collaboration, Cooperation, Connection

WORKING AND PARTNERING EFFECTIVELY IN A COMMUNITY MEANS COMMITTING TO, ACTIVELY PARTICIPATING IN, AND HELPING SHAPE OUTCOMES WITH OTHER ORGANIZATIONS DRIVING THEIR OWN CORE WORK.

Representing Columbia Economic Team and the entire county we serve, our staff has been and continues to be a member/leader in these organizations:

- · North Coast Economic Recovery Team
- Economic Development Advisory to Northwest Oregon Works/Workforce Board
- · South County Leadership Roundtable
- Travel Oregon/Travel Portland Regional Tourism Team
- Columbia County Emergency Management Economic Recovery Task Force
- Scappoose Economic Development Committee
- Columbia River Public Utility District (CRPUD) Budget Advisory and Rate Advisory Committees
- GPI Economic Development Professionals and Small Cities Consortiums
- Oregon Economic Development Association policy subcommittee
- Economic Development Advisory to Northwest Childcare Resource and Referral Service

Those are in addition to our active engagement with the Rainier, Clatskanie, and South Columbia County Chambers of Commerce.

Selected for specific leadership roles in 2020 and 2021, CET's Executive Director was appointed by the Governor to serve on the Regional Equity in Recovery Council, was elected to the Governance Board of the NW Regional Early Learning Hub, and serves on the St. Helens Main Streets Board Development Committee.

Our thirteen CET Board members are community leaders in their own right, and each hold multiple elected and appointed board seats in local, regional, statewide, and national organizations, providing valuable leadership and visibility, as well as reciprocating with experience, ideas, and innovation gained from these organizations to inform the Columbia Economic Team's work.

Financial

Columbia Economic Team ends the 2020/2021 Fiscal Year on sound footing, with a responsible carryover that reflects reduced expense from the 2019-2020 budget achieved through efficiencies and COVID impacts that include mandatory event cancellation, travel, and business expenses. We generated

approximately \$40,000 in new, non-dues revenue through management of grant programs and the Enterprise Zone. We have upgraded and fully automated our bookkeeping and will conduct a financial Single Audit in summer 2021, a requirement due to the high level of pass-through grant management. Budgeting for 2021-2022 will be completed in July, recognizing that both COVID-related funding and expense will significantly decrease, anticipating minimal budget increases, and relying principally on dues revenue to fund all operations and activity.

Plans In Action

ONCE ABLE TO MEET IN PERSON IN APRIL, THE BOARD OF DIRECTORS HELD A STRATEGIC PLANNING RETREAT TO ASSESS THE ORGANIZATION, CURRENT ECONOMIC ENVIRONMENT, DYNAMIC CHANGES IN

BUSINESS SECTOR PRIORITIES, AND POST-COVID MARKET SIGNALS REGARDING WORK FORCE, SUPPLY CHAIN AND INDUSTRIAL INVESTMENT.

A Strategic Plan is under development forecasting out two-to-five years. Our top three short-term goals are to develop a Small Business Resource Center, Support Business & Economic Post-pandemic Recovery, and expand "BRRE" — Business Retention, Recruitment & Expansion. Our longer-term goals include enhanced development of Tourism, CET Membership Growth, and Outreach, Marketing, and Advocacy. Clearly CET will be active in all these areas on a continuous basis, as essential to our county's economic growth and prosperity, while focusing on a manageable selection of priorities is tied to our capacity to pursue targeted goals and sustain our daily core functions.

For example, already we are enhancing our marketing presence through rebranding and

COLUMBIAECONOMICTEAM.COM

a new Columbia Economic Team website developed for all our key audiences and launched in June. Already we are laying the groundwork for new member recruitment for 2021-2022, and we have particularly achieved significant progress in establishing a Small Business Resource Center (SBRC), Columbia County's first, which bears mention. CET developed a plan for an SBRC in early 2021, enlightened by our small business experience during the pandemic that demonstrated high need and demand for business advising, training, and ongoing education. We took our plan to key stakeholders, including PCC, its Small Business Development Center, Business Oregon, and the Oregon Small Business Development Center Network (OSBDCN). Seeded with a grant obtained through Col-Pac, we have now secured a commitment for continuous base funding from OSBDCN for an SBRC and inclusion in its statewide network, and a federal earmark that may provide 25% additional support. We are now securing complete funding for the four-year start-up phase and hope to announce the establishment of the locally operated and staffed SBRC in Q3 of this year.

Further, we have elevated our focus on workforce, aligned with the opening of Columbia County's brand-new Portland Community College (PCC) Workforce Training Center at OMIC, the nexus of advanced and innovative manufacturing in Oregon. PCC is a leader in coordinating all regional workforce partners and has brought on a business outreach manager, as has our partner workforce board, Northwest Oregon Works (NOW). CET is a part of this network, which couldn't be more important than under the current COVID and post-COVID workforce dynamics being experienced globally. It is notable in our recruitment that workforce has risen to the top of prospective investors' and site selectors' priority lists.

PLANS IN ACTION CONTINUED

Our BRRE is already underway, conducting industry, sector, and cluster analysis of a

Columbia County business/employer database to develop growth, expansion, and development support strategies. A collaborative project to update the industrial land inventory has been initiated and will be complete in Q2 2021.

As part of our BRRE strategy for leveraging the advantages of our existing industry sectors, Columbia Economic Team will work to strengthen its partnership with Oregon Manufacturing Innovation Center as the leader of the Advanced Manufacturing priority of the Governor's 10-point Recovery Plan, and actively engage to support recovery funding programs from federal, state, and local governments through deployment of American Recue Plan Act funding, as appropriate and requested.

Columbia Economic Team recently welcomed a new company to its membership, NEXT Renewables, which is planning a substantial renewable fuels manufacturing investment that represents many hundreds of construction jobs and 240 full-time employees. CET is assisting and will advocate for NEXT Renewables as needed in its permitting and development processes in Q3 2021.

Board actions to grow the organization include the hiring of Paul Vogel as permanent Executive Director in October 2020, and our Board of Directors expanded its size to enable the addition of more key leaders. PCC Training Center Director, Andrew Lattanner joined the Board in 2020 and a new Board member has been nominated for election at the 2021 Annual Membership Meeting.

To say this has been an unprecedented year is a galactic understatement. The pandemic has cost lives and to some extent, our old way of life. Some businesses will never recover and our economy will take years. Our resilience, recovery and re-focus are what will carry us forward globally, and here in Columbia County, Oregon.

There is more work underway and more stories to tell, but this reflects the focus, intensity, and connectivity of the Columbia Economic Team over the past year.

If you're already a member of Columbia Economic Team, thank you for your investment and support. This, and much more, is what you're helping accomplish. You're having significant positive impact and contributing to the economic prosperity of Columbia County. If you're not yet a member, sign up today, and become part of The Team.

Columbia Economic Team advocates for economic growth, and partners to make it happen.

Columbia County is the place to grow your business, and The Team is where to start.



Membership Application

Yes, we want to join CET in support of business retention, investment, and economic growth in Columbia County and the region.

Enclosed in our annual payment in the amount of: (Choose your level) ☐ Sole Proprietor/Individual \$100 ☐ Sustaining \$2,500 ☐ Contributing \$250 ☐ Distinguished \$5,000 ☐ General \$500 ☐ Visionary +\$5,000 ☐ Catalyst \$1000 Company Name: Contact Name: _____ Signature: _____ Date: _____ Type of Business/Organization: I will represent our organization, but please designate this person as our membership representative or alternative contact. Membership dues are paid in alignment with our fiscal year, July 1 - June 30. A receipt will be provided for your records. Memberships will automatically include you on our ENews and update distribution list.

Contact: Wela Negelspach

Administration & Program Manager

wnegelspach@columbiacountyoregon.com

503-410-1061 PO BOX 1653

St. Helens, OR 97051

APPLICATION FOR SERVING ON CITIZEN ADVISORY BOARDS/COMMITTEES CITY OF RAINIER

Name	: Jasmin Elwood
Mailir	ng Address: PO Box 835 Rainier, OR, 97848
Stree	t Address: 422 WC St rainier, OR, 97848
Phon	e Number: 97 - 804-8170
Leng	th of Residency in Rainier: 1 month and a half
l am City o	interested in serving on one or more of the following Boards/Committees of the of Rainier. (See back for descriptions.)
	City Council Planning Commission (volunteer)
X	Library Board (volunteer) Budget Committee (volunteer)
	Park Advisory Group (volunteer) 'A' Street Advisory Committee (volunteer)
1.	Why are you interested in serving on this Board or Committee? I am interested in the ability to get involved in the Community. I am also hoping to gain experience in volunteering and arts while I am a 3+udent.
2.	What strengths do you possess to contribute to this Board or Committee? I bring a diverse look on things and an alternifive perspective. I also to do have a tendancy to read often so I could help with that aspect.
3.	Do you have previous or current experience in community affairs? If so, please explain. I have participated in things like school theater and sport I have also been to a few meetings in my previous community setting.

Thank you for completing this questionnaire and your interest in serving your community.

APPLICATION FOR SERVING ON CITIZEN ADVISORY BOARDS/COMMITTEES CITY OF RAINIER

Date:_	8-26-21			
Name	: Katie Sturm	.,,,,,,,,,,,		
Mailin	Address: 70307 Nicolai Rd			
Street	Address: Rainier GR 9709	48		
	Number: 503 317 2236		8	
	n of Residency in Rainier: 5 years			
I am ir	terested in serving on one or more of the following Rainier. (See back for descriptions.)	ing Bo	ards/Committees of the	
	City Council		Planning Commission (volu	nteer)
	Library Board (volunteer)		Budget Committee (volunte	er)
	Park Advisory Group (volunteer)	_	'A' Street Advisory Committ (volunteer)	ee
1.	Why are you interested in serving on this Board	l or Co	mmittee?	
	I am our awid reader, as	nd	am raising to	NO
2.	Seen it Progress into a forwhat strengths do you possess to contribute to I am wonting and willing	ig to	stand up for	have rnaent.
3.	Childrens litteracy. I con Perspectives, as a mor and a reader to build Do you have previous or current experience in	n, to	ering clifferent Education emplo Evoirment that unity affairs? If so, please	yee, everyone
	explain. I am currently our ins	struct	ional assistant	
	M KAINIA JOHNIN OUS	trict	•	

Thank you for completing this questionnaire and your interest in serving your community.

APPLICATION FOR SERVING ON CITIZEN ADVISORY BOARDS/COMMITTEES CITY OF RAINIER

Date: August	24,2021	
Name: K	im Vorrall	· · · · · · · · · · · · · · · · · · ·
Mailing Address:	71995 Lentz R	dRainjer 97048
Street Address:	same A	
Phone Number:	503-556-986	2
Length of Residency	n in Rainier: 2 yea	ers
	erving on one or more of the folk e back for descriptions.)	owing Boards/Committees of the
City Council		Planning Commission (volunteer)
Library Board	l (volunteer)	Budget Committee (volunteer)
Park Advisory	y Group (volunteer)	'A' Street Advisory Committee (volunteer)
1. Why are you I adv	interested in serving on this Boare libraries in G	ard or Committee?
in parti treasure 2. What strength wide 7	e and I want his do you possess to contribute vange of inter	general and Rainier's y is a community to help ours thrive, to this Board or Committee? ests, well-read
- good of - good of - libraria 3. Do you have	rganizational ommunication n experience in previous or current experience	skills t people skills public school system in community affairs? If so, please in Oregon's public schools

Thank you for completing this questionnaire and your interest in serving your community.

APPLICATION FOR SERVING ON CITIZEN ADVISORY BOARDS/COMMITTEES CITY OF RAINIER

Date: <u>Sept 2, 2021</u>	
Name: Tonya Higgins	
Mailing Address: 72464 Lentz Ro	1 Rainier OR 97048
Street Address: <u>Same</u>	
Phone Number: 804-815-0134	
Length of Residency in Rainier: 2 /2 4RS	5
I am interested in serving on one or more of the follo City of Rainier. (See back for descriptions.)	wing Boards/Committees of the
City Council	Planning Commission (volunteer)
Library Board (volunteer)	Budget Committee (volunteer)
Park Advisory Group (volunteer)	'A' Street Advisory Committee (volunteer)
it is best to help children discou believe it is never too late. I b	nd entertainment, while I believe en the joy of reading early, I also elieve that reading occurs in ->
2. What strengths do you possess to contribute I love to read and read a variety	to this Board or Committee?
Commonwalled book alub and ar	the admin for the color
Community Facebrook Dage (Me	re on that in # J.) I have
worked with local governments variety of projects, so under	s and school sytems on a
variety of projects, so under	STANKE THE COUNTERTTATION,
3. Do you have previous or current experience	in community affairs? If so, please
explain. To Vinguia I was very in	nt on animal community— nt on animal concerns, cal non-profits Chumane (festival, etc.) Since
worldered with local governme	nt on animal concerns,
serving on the boards of low	cal non-protets Chumane
society, free clinic, annual	testival, etc.) Since
Thank you for completing this questionnaire and your in	erest in serving your community.

- (con+) many forms books, graphic novels, internet searches, Facebook posts, etc. As a library board member I would like to continue and increase accessibility for all citizens to all the opportunities the library offers, and to increase programs and offerings for all types of interests.
- D(con't) budget constraints, etc., involved in such programs. I care about and respect people, listen to them, learn quickly, ask questions, and communicate well both orally and in writing. I am a good reguliator and can often achieve compromises and vesolutions to concerns.
 - (3) (cmit) moving to Raimer, my husband and I are volunteer drivers for Meals on wheels from the Senior Center and we volunteer weekly at the Hope of Rainier food bank. I volunteered for Rainier Days and for several sessions of Bookworms in the Park. I will start volunteering for the Rainier Historical Museum in Odober. I "inherited" being the admin for the local Rainier Community Bulleting Board Facebook page in August 2020 (over 2000 members) and have been working to make it more informative with pasts about local government news, non-profit and school events, as well as a positive platform for citizens to share guesteens and resources with each other. I am retired and want to use my energy and abilities to give back to the Rainier Community which we love.



Oregon Clean Marina Program Overview



The Oregon Clean Marina Program is a voluntary environmental certification program that recognizes marinas, boatyards, yacht clubs, and floating home moorages. The program is implemented in a non-regulatory manner because the Marine Board is not an environmental enforcement agency. Free technical assistance is offered to interested facilities and if environmental problems are identified, then solutions are sought through a partnership <u>not</u> an enforcement action. Along with being in compliance with existing environmental regulations, certified facilities are asked to implement a high percentage of environmentally responsible practices. The goal of this program is to help protect and improve local water quality by promoting the usage of environmentally responsible practices at marinas. The program provides information on how to eliminate or reduce the input of polluting materials – such as oil, paint, cleaning chemicals, sewage, fish waste, and trash – into the environment.

How to become a certified facility:

- Learn about the program contact the program coordinator for details.
- Take the Clean Marina pledge sign the pledge form to indicate your intent to work towards pursuing certification within one year or less.
- Conduct a self-assessment after receiving the program guidebook, use the checklist to evaluate your own facility. It's recommended to contact the program coordinator for technical assistance to complete a comprehensive evaluation of the marina facilities.
- Checklist categories include moorage rules, boater education, solid waste and stormwater management, sewage and common waste management, fueling, uplands and building maintenance and emergency planning. Items can be required by law, by the program, or optional to implement.
- Schedule a confirmation visit once it is determined that a facility meets the
 necessary requirements a confirmation site visit is scheduled. This occurs with
 the marina manager and the program coordinator and will verify that everything
 that was required has been completed. A passing score for certification is 85%
 however; most of the certified facilities score much higher than the minimum.
- Receive your certification once you pass the confirmation site visit you can receive your certification and other rewards (see incentives below).
- Maintain your certification Every three years the program coordinator will schedule an on-site visit to confirm everything at the facility is still up to the certification standards.

Certified Clean Marina Incentives:

- Receive a Clean Marina Flag to fly at the marina
- Receive a Clean Marina framed certificate signed by the Oregon State Marine Board Director
- Receive a 45-gal dock-side oil spill response kit with 50ft of absorbent boom in 10ft sections that link together, 50 oil absorbent pads along with non-latex gloves and disposal bags. These contents are refilled at no cost to participating facilities if they are used during an incident and you report it to the program coordinator.
- May receive a discount on marina environmental liability insurance premiums (dependent on insurance company polices)
- Obtain official State recognition for being good stewards of the environment
- Ensure your facility is in compliance with environmental regulations in a nonregulatory manner
- Attract responsible boaters to your establishment
- Receive recognition in Marine Board publications and on their website
- Have access to free environmental technical assistance from the program staff
- Promote your facility as being an environmental steward and get authorization to use the program logo to display on websites, signs, newsletters etc.
- Receive free materials to hand out to boaters or homeowners (for example oil absorbent pads and oil bilge socks)

Program participation as of September 2019 (program is 14 years old!)

Out of the approximately 180 facilities statewide that are eligible to participate in the program, 63 are certified Clean Marina's with several more working towards certification.

Contact Glenn Dolphin if you would like to learn more, schedule a site visit or if you have any questions: glenn.dolphin@oregon.gov or 503-378-2625.

							г					
	Port of Kalama	Warrenton		Astoria			St	St Helens				
	Monthly	Annual		Annual Monthly		Monthly						
			\$45/ft		\$45/ft		\$45/ft			\$13/ft	\$6	5.60/ft *
[\$ 111.00	\$ 864.00	\$	1,080.00	\$	312.00	\$	158.40				
	\$ 140.00	\$ 1,080.00	\$	1,350.00	\$	390.00	\$	198.00				
	\$ 15.00											
	\$ 25.00											

24 foot 30 foot

Late Fee Slip Change Fee

Rainier has 23 and 26' slips.

^{*} Electricity, Water and wifi provided, use of Clubhouse with Heated restrooms and shower

Monthly Monthly Annually Monthly Annual \$ 95.00 \$ 80.00 \$ 960.00 \$ 150.00 \$ 150.00 \$ 150.00	Port of Col. Co.	
\$ 150.00	\$	
	\$	
\$ 50.00	\$	

City of Rainier Moorage Space Lease Agreement





THIS AGREEMENT is entered this	day of,,
The City Of Rainier, hereinafter called the "City" and hereinafter called "Tenant". The word "City is used represent the City of Rainier. The word "Tenant" is legally within the Rainier City Marina as per the Agreement.	herein to indicate any person authorized to used to indicate the owner of a boat moored
Property Description: The City does hereby lease unto Tenant moorage splocated at the corner of East 3rd St. and East A St moorage only.	
Rental: Tenant agrees to pay rent to City according to the be \$80.00 \$ per month on a monthly basi 12 month lease. or \$ for a month advance on or before the 1st of each calendar monthy advance on or before the 1st of each calendar monthy advance on or before the 1st of each calendar monthy advance on or before the 1st of each calendar monthy advance incident that Tenant is in default if Tenant is separate incident that Tenant is in default if Tenant is If Tenant is more than fifteen (15) days late in the and/or secure the vessel, move it to another location Tenant's expense. IT IS SPECIFICALLY AGREED SATISFACTION OF THE DEBT AND MAY SELL DEBT. IT IS AGREED THAT CITY SHALL GIVE NOT PRIOR TO SECUREMENT. IT IS ALSO AGREED SALE OF VESSEL TO TENANT AT THE ADDRESS (20) DAYS PRIOR TO SALE. THE TENTANT MATTHE CITY RECORDER'S OFFICE WITHIN TEN (10) IS FILED THE SALE WILL BE SUSPENDED UNT RENDERS A DECISION. City reserves the right to (30) days advance notice to Tenant	is, \$480.00 for 6 month lease, \$960.00 for a th lease. Rental payments must be made in commencing with the month of

Rules & Regulations - Tenant Shall:

breach or default in any term or condition of this agreement.

1. Shall maintain adequate vessel insurance with a policy that covers the cost of salvage (sometimes referred to as coverage for the boat hull and equipment) in the event of a sinking at the docks, in addition to environmental clean-up activities for an oil or fuel spill. Shall also name the City of Rainier as a third-party designee and provide a current copy of the policy declarations page to City Hall.

This agreement and all of Tenant's rights hereunder may be terminated immediately if there is a

2. Shall maintain vessel in a seaworthy condition. (Any vessel of concern as identified by either City Hall, a State agency, local law enforcement, including the Columbia County Sheriff's Office, shall be required to perform a seaworthiness demonstration.) If seaworthiness cannot be proven, then a vessel owner shall be given no more than 90 days

City of Rainier Moorage Space Lease Agreement

- to complete any necessary maintenance to return to a seaworthy condition. If this cannot be completed, the vessel will be removed from the water at the owner's expense.
- 3. No vessel shall be allowed to become derelict at the docks. Vessels shall not have multiple tarps covering them unless they are kept adequately secured and in good condition. Accumulation of growing moss topside shall not be allowed, and any heavy underwater hull fouling should be addressed as (out-of-the-water-work).
- 4. <u>Shall always maintain vessel propulsion systems in working order and bilge pumps shall not have to run continuously to keep vessel afloat.</u>
- 5. <u>Shall have current registration stickers displayed and shall maintain current state registration. (Lease agreements will only be made to tenants who have the boat legally registered in their name with current stickers)</u>
- 6. Use the assigned moorage space **only** to moor the boat listed below, which shall be owned or leased by the Tenant, unless prior approval is first obtained from City. The boat must stay within the slip dimensions and be listed on the lease agreement with the City of Rainier (nothing over 23' in the 23' slips & nothing over 26' in the 26' slips).
- 7. Secure the boat firmly after putting the boat in the correct moorage space.
- 8. Not sublet, license, permit or loan to any other party or parties any portion of the moorage space without prior approval from the City.
- 9. Not conduct any charter, rental, repair or instructional service or any other commercial activity in or from the moorage space without the written permission of the City.
- 10. Keep the moorage space clean and free of debris and not place any debris on the Rainier City Marina premises, including the riverbank and parking lot.
- 11. Make no modifications or installations of any nature inside or outside of the moorage space without the approval of City.
- 12. Notify City of any transfer of title or ownership of the vessel (30) days of address and/or telephone number within thirty (30) days of the date of change. Any transfer of title or ownership of the vessel renders this lease agreement null and void and the boat will be subject to ORS 830.908 "Abandoned Vessel" laws for removal.
- 13. Not live aboard any vessel, boat or boathouse, located at the Rainier City Marina for any period of time.
- 14. Not discharge sanitary facilities in the Marina, nor will refuse be thrown overboard.
- 15. Not use the moorage area for repairing, overhauling, spray painting or welding any boat or equipment except in emergencies or for customary, routine maintenance.
- 16. Store no gasoline, no explosives, no inflammable products or permit any hazardous or toxic materials in the boat while moored, except for reasonable quantities of materials normally and customarily used in the operation and maintenance of the boat described herein. These items shall be properly stored only in approved containers.
- 17. Not detonate on marina any firearms and/or explosive devices, including fireworks.
- 18. Report to the City or its representative any defects in the moorage space which the Tenant feels require maintenance.
- 19. Properly mark and identify vessel as required by <u>law</u> or the vessel will not be permitted to moor at the Marina.
- 20. Require all children present under sixteen to wear life jackets and be supervised by an adult while on marina premises.

City of Rainier Moorage Space Lease Agreement

- 21. Keep pets on a leash or under control when on the marina premises. Pets are not allowed to be tied where they or their leashes, ropes, etc. block impair main traffic areas of the docks and/or walkways.
- 22. Operate boat while on marina premises at a speed less than that which will create a wake. Boats in the marina shall be operated according to the rules of the road and the navigation laws of the United States.
- 23. Do not park or leave boats or watercraft in the channel or in a manner which unduly interferes with or obstructs access to adjacent moorage space.
- 24. Agree to pay for all damages done to City property by Tenants where such damage is done, allowed or permitted through the careless or negligent acts or failure to act by Tenant or person within Tenant's control.
- 25. Park individual trailers, cars, etc. in a neat and orderly fashion in areas designated by the City or be subject to removal of said vehicle and/or trailer at the Tenant's expense.
- 26. Not store boat trailer, vehicle or other personal belongings on marina premises for more than twenty-four (24) hours nor hold City liable or responsible for theft or damage to said belongings or contents.
- 27. Comply, secure and be responsible for the compliance of Tenant's guest, employees or other persons in his/her company with such rules and regulations for the use of the property by the public as may be required by City. Disorderly conduct of the tenant or invitee of the tenant, as determined by the city in its discretion, shall be cause for immediate termination of the tenant's moorage rental agreement and removal of the boat from the marina.
- 28. Obey all rules, regulations, laws, ordinances and directives of any legally constituted authority, including Federal, State, County and City, now in existence or as they may exist in the future with respect to the use of the Rainier City Marina or the moorage space, including those related to industrial hygiene, environmental protection and hazardous waste.
- 29. Defend, hold harmless and indemnify the City, its officers, employees and agents from and against any and all claims, demands, or liability which may arise as a consequence of Tenant's acts or omissions or Tenant's use of or presence upon the moorage space or the Rainier City Marina premises, including the cost of cleanup and removal of hazardous wastes or toxic substances resulting from acts or omissions of Tenant.
- 30. When ordered by the Court, pay the reasonable legal fees of the City connected with any action proceeding to enforce the terms of this agreement.
- 31. Acknowledge and/or securement of vessel, a penalty fee for late payment and a daily fee for storage until all monies due are received by City in full.

The City reserves the right to evict anyone from the moorage area and slips who refuses to comply with these rules and regulations. The City also reserves the right to temporarily relocate any boat to another part of the marina in order to prevent damage to the boat or docks.

City of Rainier Moorage Space Lease Agreement

Tenant has examined the premises and City leases the moorage space to Tenant "AS IS" and in its present condition. City makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the premises, and it is agreed that City will not be responsible for any loss, damage or costs which may be incurred by Tenant by reason of any such physical condition. Tenant further agrees that City shall agree that City shall not be liable for injury, loss or damage to any vessel or other property of Tenant or to the person of Tenant arising from Tenant's use of the moorage facilities. Tenant hereby releases City from all claims and causes of action there from that or may arise in the future.

Tenant is responsible for making timely payment of the lease, the city will not invoice for payment.

All notices required under this lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changes by the parties by notice in writing, notices shall be sent to the City of Rainier, PO Box 100, Rainier, OR, 97048 and to the Tenant at the address stated below. Date of service of such notice is date such notice is deposited in a post office of the United States Post Office Department, postage prepaid.

TENANT AGREES THAT THIS AGREEMENT APPLIES ONLY TO THAT VESSEL DISCRIBED HEREIN. TENANT FURTHER AGREES THAT HE/SHE SHALL KEEP THE VESSEL AND ITEMS OF PERSONAL PROPERTY IN OR ABOUT THE MARINA FACILITY PLAINLY AND VISIBLY MARKED SO THAT THEY CAN BE READLIY INDENTIFIED.

I have read and understand the foregoing and agree to be bound thereby. I will notify the City or its representative of any changes in my address, telephone number or boat ownership. I also acknowledge receipt of a copy of this agreement as signed by City agent and myself. I also am aware of my right to a copy of the city ordinance having jurisdiction over the marina upon my request.

City of Rainier Moorage Space Lease Agreement

Tenant Information:		
Full Name:		
Home Address:		
Mailing Address:		
Day/Home Phone:	Cell Phone:	
Boat Make/Model:		
	ate Licensed:	
Boat Length:	Boat Color:	·····
Moorage Slip Information:		
Slip Number Assigned:		
4	\$80.00 – Monthly Lease \$480.00 - 6 Month Lease \$960.00 - 12 Month Lease \$4 Month Lease	
Starting Rental Date:		
Tenant Signature:		
City Agent Signature:		
Tenant is responsible for maki	ng timely payment of the lease. Payn	nent can be mailed to:
City of Rainier P.O. Box 100 F	Rainier, Or 97048. (503) 556-7301	
The city will not invoice for pay	ment.	
GATE CODE 1357		

Bid Summary Sheet 4th Street Loop Bids Company

Thurson Bros. It E Specialists 3rd Street 75,232, 50 76298.25 Amount 8.057.00 E,F Street 7 203, 568,75 214352.25

11/18/8 12/18/8 PROJECT NAME: 2013 and 2020 SCA Grant Street Improvement Project

LOCATION: West 3rd between E and F Street, West E and F between West 3rd and West 4th

KIND OF WORK: Storm line and Asphalt Concrete Street Improvement

SUBMITTED BY: City of Rainier Public Works Department

BID ADVERTISEMENT DATES: August 13, 2021

BID OPENING DATE: 2:00 PM August 31, 2021

Bid Proposal for Construction

CITY OF RAINIER OREGON

2013 AND 2020 SCA GRANT STREET IMPROVEMENT PROJECT

Rainier City Hall 106 West "B" St. P.O. Box 100 Rainier, Oregon 97048 (503) 556-7301

Bidder's Name: Advanced Excavating Specialists, LLC

Address: 1010 Columbia Blvd, Longview, WA 98632

Telephone Number: 360.232.8854

FOR BID RESULTS, CALL (503)556-7301 AFTER 3:00 P.M. August 31, 2021

OREGON

2013 and 2020 SCA Grant Street Improvement Project Bids due 2:00 PM August 31, 2021 INVITATION TO BID

Sealed proposals for the 2013 and 2020 SCA Grant Street Improvement will be received at the office of the Director of Public Works of the City of Rainier, 106 West B Street, P.O. Box 100 Rainier, Oregon 97048, until 2:00 P.M. the 31st of August 2021.

Bids shall be submitted in a sealed envelope marked "Bid Enclosed" and bearing the Bidder's name and the project title.

Bids will be opened and publicly read out loud at 2:00 P.M. on August 31, 2021 at Rainier City Hall, 106 West "B" Street, P.O. Box 100, Rainier, Oregon 97048.

The work consists approximately of:

SCA GRANT STREET IMPROVEMENT

The project will include two components as follows:

A. West 3rd Street SCA Grant 2013

- 1. West 3rd Street Install Storm manhole and line from MH(N) to MH(E), approximately 275' of 10" PVC. Connect catch basins from E and F streets to Manholes as needed.
- 2. Mill, Grade, and install 2" ¾ minus base and 3" of asphaltic concrete on West 3rd Street between West E and West F Streets allowing for a smooth transition. Finished roadway will be a minimum of 20' wide.

B. West E and West F Streets SCA Grant 2020

- 3. West E and F Streets Install storm catch basins as designated in drawing and approximately 240' of 10" PVC line from MH(N) on West F Street. Install storm catch basins as designated in drawing and approximately 240' of 10" PVC line to to MH(E). Connect catch basins from E and F streets to manholes as needed.
- 4. Mill, Grade, and install 2" ¾ minus base and 3" of asphaltic concrete on West West E and West F Streets allowing for a smooth transition on West 3rd Street. Finished roadway will be a minimum of 28' wide.

Depending on cost the City may, at its discretion, add one or more overlay segments to the project.

Bid proposal and contract plans and specifications may be obtained at Rainier City Hall, 106 West B Street, P.O. Box 100, Rainier, Oregon 97048.

Each proposal must be submitted on the prescribed form and accompanied by a cashier's check or bid bond payable to the City of Rainier, in an amount not less than ten percent (10%) of the amount of the bid. No bids will be received or considered unless the proposal is properly completed and signed.

The successful bidder will be required to furnish a Performance and Payment Bond for faithful performance of the contract in the full amount of the contract price.

This project is financed by Oregon State SCA Grant Fund Dollars. This project is not projected to fall below the Prevailing Wage threshold of \$50,000.

Attention is called to the following:

- 1. The Contractor must comply with the provisions required by ORS 279.348 to ORS 279.365 (Workmen on Public Works Contracts to be Paid Not Less than Prevailing Rate of Wage). This applies only if the project exceeds the \$50,000 threshold.
- Contractor, its subcontractors, if any, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- Bidders who are in doubt as to their qualifications are encouraged to contact the Director of Public Works to determine if a prequalification request is necessary. Prequalification requests must be submitted no later than ten (10) days prior to bid opening date.
- 4. Contractor must be registered with the Oregon Construction Contractors Board prior to the bid opening (in compliance with ORS 701.055).
- 5. Work must be completed within 30 days of the notice to proceed. The notice to proceed is expected to be issued between September 13, 2021 and September 20, 2021.
- 6. All work will be done between the hours of 6am to 8pm Monday through Friday, absolutely no weekend work unless approved in advance by the Director of Public Works.
- 7. The City of Rainier reserves the right to reject any or all bids.

For more information regarding this project, contact Sue Lawrence, Director of Public Works, at (503) 556-7301.

Sue Lawrence, Director of Public Works
City of Rainier

Published Clatskanie Chief August 13, 2021

BID PROPOSAL FOR CONSTRUCTION

These Bidding Pages are part of the Bid Documents and contain the following:

X Proposal

X Bid Sheet

X Proposal Bond

Complete form and sign where indicated.

X Additional Requirements

Instruction to Bidders Proposal

& Bid Sheet:

Proposal Bond shall be made payable to City of Rainier, in an amount of ten (10) percent of the Bidder's maximum bid price and in the form of a certified check, cashier's check.

Proposal Bond:

Prequalification of Contractors will be required on all of projects over \$50,000. New and renewal prequalification applications must be submitted to Rainier City Hall, 106 West "B" St., P.O. Box 100, Rainier, Oregon 97048. PREQUALIFICATION APPLICATION SHALL BE SUBMITTED OR POSTMARKED AT LEAST 10 DAYS PRIOR TO BID OPENING DATE IN ORDER FOR A

Prequalification of Bidders:

BID TO BE ACCEPTED.

PROPOSAL

To the Rainier City Council:

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the plans, specifications, addenda, if any, and form of contract therefore on file in the office of the Director of Public Works.

In submitting this Bid, Bidder represents as more fully set forth in the Agreement that:

Bidder has examined copies of all the Bid Documents and of the following addenda:

Date N/A Document No Addenda

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to Bid and the Instructions to Bidders

That he/she has personally inspected the actual location of the work and all other local conditions affecting it; and

That he/she submits this proposal subject to the terms and conditions stated in the "Instructions to Bidders"; and

That if this bid is accepted, the bidder shall covenant in his/hers contract, and it shall be a condition of his/hers bond, as provided by O.R.S., that in performing his/hers contract he/she will pay and cause to be paid not less than the prevailing rate of wages as of the date of his/hers bid in the City of Rainier, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of his/hers contract; and

That he/she has satisfied himself/herself as to the quantities and conditions and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.

He/She also proposes and agrees:

That if this bid is accepted, he/she will contract with said Rainier City Council, in the said form of contract, to provide all necessary machinery, tools apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Director of Public Works as therein set forth; and that he/she will complete the work within the specified number of workdays as stated in the paragraph, "COMPLETION TIME LIMIT" in the specifications; and That he/she will accept as full payment therefore the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit prices bid as set out in the following schedule:

BID SHEET

2013 and 2020 STREET IMPROVEMENT

	West 3rd Street Improvements								
	Item Description Units Quantity Unit Cost Cost								
Pre	paration	•							
1.	Mobilization/Demobilization	(LS)	1	\$7,000.00 Seven Thousand Dollars	\$ 7,000.00				
2.	Tempory Protection and Traffic Control	(LS)	1	\$500.00 Five Hundred Dollars	\$ 500.00				
3.	Flagging	(Hrs)	8	\$100.00 One Hundred Dollars	\$ 800.00				
4.	ESC Measures	(LS)	1	\$600.00 Six Hundred Dollars	\$ 600.00				
Ro	adwork								
5.	Milling/Excavation	(c.y.)	150	\$40.00 Forty Dollars	\$ 6,000.00				
6.	3/4"-) Base	(c.y.)	75	\$33.00 Ninety Three Dollars	\$ 6,975.00				
7.	AC Pavement	(sq. ft.)	7350	\$2.50 Two Dollars and Fifty	c \$ _{ts} 18,375.00				
8.	10" Storm Line	(Lin fT)	260	\$90.00 Ninety Dollars	\$ 23,400.00				
9.	48" Storm Manholes	(item)	2	\$4,000.00 Four Thousand Dollars	\$ 8,000.00				
Suk	ototal				\$ 71,650.00				
Cor	ntingency (5%)	\$ 3,582.50							
Total seventy-five thousand two hundred thirty-two dollars and fifty cents \$ 75,									

West E and West F Street Improvements								
Item Description Units Quantity Unit Cost Cost								
Pre								
1.	Mobilization/Demobilization	(LS)	1	\$6,000.00 Six Thousand Dollars	\$6,000.00			
2.	Tempory Protection and Traffic Control	(LS)	1	\$500.00 Five Hundred Dollars	\$ _{500.00}			
3.	Flagging	(Hrs)	8	\$100.00 One Hundred Dollars	\$800.00			
4.	ESC Measures	(LS)	1	\$500.00 Five Hundred Dollars	\$500.00			
Ro	adwork							
5.	Milling/Excavation	(c.y.)	350	\$40.00 Forty Dollars	\$ 14,000.00			
6.	3/4"-) Base	(c.y.)	175	\$93.00 Ninety Three Dollars	\$ 16,275.00			
7.	AC Pavement	(sq. ft.)	19000		c.\$. 47,500.00			
8.	10" Storm Line	(Lin fT)	335	\$90.00 Ninety Dollars	\$ 30,150.00			
9.	24" Catch Basins	(item)	4	\$1,625.00 One Thousand Six Hundr Twenty Five Dollars	_{ed} \$ 6,500.00			
Sul	ototal				\$ 122,225.00			
Co	ntingency (5%)				\$ 6,111.25			
To	one hundred twenty-eight and twenty-five cents	thousand th	ree hundred th	irty-six dollars	\$ 128,336.25			

The party by whom this proposal is submitted case the award is made to him, is Advance	d, and by whom the contract will be entered into in ed Excavating Specialist, LLC
	poration ," "a partnershi p" or " an individual ") doing
business at 1010 Columbia BLVD	Street,
_Longview, Wa	City and
State, which address is the address to which a and the contract should be sent.	all communications concerned with this proposal
•	nager of the bidding corporation, or the names and ed in this proposal as partners or principals are as
Name Mike LaFave Member	Address 10 <u>10 Columbia BLVD Longview, WA 9</u> 8632
Chad Rorabaugh Member	1010 Columbia BLVD Longview, WA 98632
	-
	<u> </u>
The name of the surety by which the surety cand the name and address of the surety's local Name of Surety Merchants Bonding Co	_

Name of Agent Nicholas Fredrickson	
Address 6700 Westown Parkway, West Des Moines, Iowa 5	50266
Accompanying this proposal is Bidders Bond	in
("Bidders bond," "cash" or "certified c	heck")
the amount of 10% \$12,833 Dollars (63 Co	ents) which
amount is not less than ten percent of the total amount of the bid.	
If this proposal shall be accepted and the undersigned shall fail to or neglect to and to give bond in the sum of the total amount of the bid as aforesaid, with the Rainier City Council within 15 days from the date of receiving from Administrator the contract prepared for execution, the City Council may, at that the bidder has abandoned the contract, and thereupon forfeiture of the set this proposal shall operate and the same shall be the property of the City of F	surety satisfactory to om the Rainier City its option, determine curity accompanying
Dated August 30th	2021 , 2007
(Signature of Bidder)	
By Challorabay (Legal name of person)	(Name)
Member	(Title)
Advanced Excavating Specialists, LLC (Name of business)	
1010 Columbia BLVD Longview, WA 98632	
(Business address)	
360.232.8854	27-0442176
(Telephone number)	(Federal ID #)

CITY OF RAINIER PROPOSAL BOND

Advanced Excavating Specialists	s, LLC		, as principal
	y organized under the laws of the state of lowa and authorized to do und unto the City of Rainier for of the total amount of the bid ment of which, well and truly to and assigns and successors and a state of the total award assigns and successors and a state of that, whereas the principal here	o business in payment as lid of said print to be made, we assigns, firmly	Having its principal the State of Oregon, quidated damages in ncipal for the work bind ourselves, our y by these presents.
is/ners of its proposal for the to	nowing construction, to wit.		
2013 and	d 2020 SCA Grant Street Imp	rovement	
aid bid and proposal, by referen	ce thereto being hereby made pa	art hereof.	
	id proposal and bid submitted the said principal, and if the said		
and the contract be awarded to execute the said contract and shat fixed by the City Council, then the	the said principal, and if the saill furnish bond as required by the	aid principal ne City of Rai	shall enter into and nier within the time
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect.	the said principal, and if the saill furnish bond as required by the	aid principal ne City of Rai	shall enter into and nier within the time
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect.	the said principal, and if the sault furnish bond as required by the his obligation shall be void; other	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect.	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other alst	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect.	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other alst	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and
NOW, THEREFORE, if the saind the contract be awarded to execute the said contract and shafixed by the City Council, then the effect. SIGNED and sealed this	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other alst	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and August, 2021
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect.	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other saids and sa	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and
and the contract be awarded to execute the said contract and shafixed by the City Council, then the effect. SIGNED and sealed this	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other saids and sa	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and August, 2021
and the contract be awarded to execute the said contract and sha fixed by the City Council, then the effect. SIGNED and sealed this	the said principal, and if the sail furnish bond as required by the his obligation shall be void; other sails and sa	aid principal ne City of Rai erwise to remday of	shall enter into and inier within the time ain in full force and August, 2021



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of lowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail A Bonney; Andrew P Larsen; Charla M Boadle; Deanna M French; Derek Sabo; Elizabeth R Hahn; Francis Wirt; Guy P Armfield; Jana M Roy; John M Miller; John N Bustard; John R Claeys; Mariah Sansone; Marie I Matetich; Mason Michael Marks; Mindee L Rankin; Nicholas Fredrickson; Roger Kaltenbach; Roland R Eugenio; Ronald J Lange; Sandy L Boswell; Scott A Garcia; Scott Fisher; Scott McGilvray; Sean K Spencer; Shirley J Pace; Susan B Larson; William M Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of

September

2020

2003 ON 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 25th day of September 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON

Commission Number 750576 My Commission Expires January 07, 2023 Folly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31 day of August , 2021 .

2003

Secretary

Secretary

POA 0018 (1/20)

ADDITIONAL REQUIREMENTS

Is a Resident Bidder, Non-Resident Bidder, as defined in ORS 279.029, of the State of Oregon.

ORS 279.029 (2) states "in determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a non resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder" (ORS 279.029(6) (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279.029 (6) (c))

1.0

By initialing this space bidder her against minority, women or emerging small enter	reby certifies that they have not discriminated erprises in obtaining any required subcontracts in
accordance with ORS 279.101. Advanced Excavating Specialists, LLC	Wallal
Name of Firm (Print or type name)	Signature
1010 Columbia BLVD	Challowbay
Address	Print or type name
Longview, WA 98632	Member
	Title
Telephone: 360.232.8854	
Fax: 360.353.5247	Taxpayer I.D., No. 27-0442176
Construction Board Number: 188935 as required by ORS 701.055	
Expiration Date: 12.10.2021	

FAILURE TO COMPLETE THIS FORM MAY BE CAUSE FOR REJECTION

CITY OF RAINIER PROPOSAL BOND

KNOW ALL MEN BY T	HESE PRESENTS, T	hat we,	
Thompson Bros. Excavating, Inc.	,	·	, as principal
	nd unto the City of Rain of the total amount of ment of which, well and d assigns and successor merica that, whereas the princ	ed to do business in ier for payment as li the bid of said pri truly to be made, we sand assigns, firmly ipal herein is herewi	Having its principal the State of Oregon, quidated damages in ncipal for the work e bind ourselves, our y by these presents.
2013 and 2	2020 SCA Grant Stree	et Improvement	
said bid and proposal, by reference	thereto being hereby r	nade part hereof.	
NOW, THEREFORE, if the said and the contract be awarded to the execute the said contract and shall fixed by the City Council, then this effect.	ne said principal, and i furnish bond as require	f the said principal ed by the City of Ra	shall enter into and inier within the time
SIGNED and sealed this	31st	day of	August, 2021
	Thompson Bros. Ex	cavating, Inc.	
		1	
	1/1/2	ANG	
			Principal
Countersigned at Bellevue, Washing	gton	=	 -
this 31st	day ofAugust, 20	021	
	Michola	DA Frishn	mee-
	Nicholas A Fr	edrickson, Attorney-in-F	Surety Fact for
		alty and Surety Compar	



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Nicholas A Fredrickson of BELLEVUE

Washington

Their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 31

day of August

2021







Kevin E. Hughes, Assistant Secretary

PROJECT NAME: 2013 and 2020 SCA Grant Street Improvement Project
LOCATION: West 3 rd between E and F Street, West E and F between West 3 rd and West 4th
KIND OF WORK: Storm line and Asphalt Concrete Street Improvement
SUBMITTED BY: City of Rainier Public Works Department
BID ADVERTISEMENT DATES: August 13, 2021
BID OPENING DATE: 2:00 PM August 31, 2021

Bid Proposal for Construction

CITY OF RAINIER OREGON

2013 AND 2020 SCA GRANT STREET IMPROVEMENT PROJECT

Rainier City Hall 106 West "B" St. P.O. Box 100 Rainier, Oregon 97048 (503) 556-7301

Bidder's Name: THOMPSON BROS. EXCAVATING, INC.
Address: 18211 NE FOURTH PLAIN RD, VANCOUVER, WA 98682
Telephone Number: (360) 254 -7056

FOR BID RESULTS, CALL (503)556-7301 AFTER 3:00 P.M. August 31, 2021

OREGON

2013 and 2020 SCA Grant Street Improvement Project Bids due 2:00 PM August 31, 2021 INVITATION TO BID

Sealed proposals for the 2013 and 2020 SCA Grant Street Improvement will be received at the office of the Director of Public Works of the City of Rainier, 106 West B Street, P.O. Box 100 Rainier, Oregon 97048, until 2:00 P.M. the 31st of August 2021.

Bids shall be submitted in a sealed envelope marked "Bid Enclosed" and bearing the Bidder's name and the project title.

Bids will be opened and publicly read out loud at 2:00 P.M. on August 31, 2021 at Rainier City Hall, 106 West "B" Street, P.O. Box 100, Rainier, Oregon 97048.

The work consists approximately of:

SCA GRANT STREET IMPROVEMENT

The project will include two components as follows:

A. West 3rd Street SCA Grant 2013

- 1. West 3rd Street Install Storm manhole and line from MH(N) to MH(E), approximately 275' of 10" PVC. Connect catch basins from E and F streets to Manholes as needed.
- 2. Mill, Grade, and install 2" 3/4 minus base and 3" of asphaltic concrete on West 3rd Street between West E and West F Streets allowing for a smooth transition. Finished roadway will be a minimum of 20' wide.

B. West E and West F Streets SCA Grant 2020

- 3. West E and F Streets Install storm catch basins as designated in drawing and approximately 240' of 10" PVC line from MH(N) on West F Street. Install storm catch basins as designated in drawing and approximately 240' of 10" PVC line to to MH(E). Connect catch basins from E and F streets to manholes as needed.
- 4. Mill, Grade, and install 2" 3/4 minus base and 3" of asphaltic concrete on West West E and West F Streets allowing for a smooth transition on West 3rd Street. Finished roadway will be a minimum of 28' wide.

Depending on cost the City may, at its discretion, add one or more overlay segments to the project.

Bid proposal and contract plans and specifications may be obtained at Rainier City Hall, 106 West B Street, P.O. Box 100, Rainier, Oregon 97048.

Each proposal must be submitted on the prescribed form and accompanied by a cashier's check or bid bond payable to the City of Rainier, in an amount not less than ten percent (10%) of the amount of the bid. No bids will be received or considered unless the proposal is properly completed and signed.

The successful bidder will be required to furnish a Performance and Payment Bond for faithful performance of the contract in the full amount of the contract price.

This project is financed by Oregon State SCA Grant Fund Dollars. This project is not projected to fall below the Prevailing Wage threshold of \$50,000.

Attention is called to the following:

- 1. The Contractor must comply with the provisions required by ORS 279.348 to ORS 279.365 (Workmen on Public Works Contracts to be Paid Not Less than Prevailing Rate of Wage). This applies only if the project exceeds the \$50,000 threshold.
- 2. Contractor, its subcontractors, if any, and all employers working under the Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- 3. Bidders who are in doubt as to their qualifications are encouraged to contact the Director of Public Works to determine if a prequalification request is necessary. Prequalification requests must be submitted no later than ten (10) days prior to bid opening date.
- 4. Contractor must be registered with the Oregon Construction Contractors Board prior to the bid opening (in compliance with ORS 701.055).
- 5. Work must be completed within 30 days of the notice to proceed is expected to be issued between September 13, 2021 and September 20, 2021.
- All work will be done between the hours of 6am to 8pm Monday through Friday, absolutely no weekend work unless approved in advance by the Director of Public Works.
- 7. The City of Rainier reserves the right to reject any or all bids.

For more information regarding this project, contact Sue Lawrence, Director of Public Works, at (503) 556-7301.

Sue Lawrence, Director of Public Works
City of Rainier

Published Clatskanie Chief August 13, 2021

BID PROPOSAL FOR CONSTRUCTION

These Bidding Pages are part of the Bid Documents and contain the following:

X Proposal

X Bid Sheet

X Proposal Bond Complete form and sign where indicated.

X Additional Requirements

<u>Instruction to Bidders</u> Proposal

& Bid Sheet:

Proposal Bond shall be made payable to City of Rainier, in an amount of ten (10) percent of the Bidder's maximum bid price and in the form of a certified check, cashier's check.

Proposal Bond: Prequalification of Contractors will be required on all of

projects over \$50,000. New and renewal prequalification applications must be submitted to Rainier City Hall, 106 West "B" St., P.O. Box 100, Rainier, Oregon 97048.

Prequalification of Bidders: PREQUALIFICATION APPLICATION SHALL BE

SUBMITTED OR POSTMARKED AT LEAST 10 DAYS PRIOR TO BID OPENING DATE IN ORDER FOR A

BID TO BE ACCEPTED.

PROPOSAL

To the Rainier City Council:

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the plans, specifications, addenda, if any, and form of contract therefore on file in the office of the Director of Public Works.

In submitting this Bid, Bidder represents as more fully set forth in the Agreement that:

Bidder has exa addenda:	mined copies of a	ll the Bid Documents and of the following
Date	Document	NONE

(Receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to Bid and the Instructions to Bidders

That he/she has personally inspected the actual location of the work and all other local conditions affecting it; and

That he/she submits this proposal subject to the terms and conditions stated in the "Instructions to Bidders"; and

That if this bid is accepted, the bidder shall covenant in his/hers contract, and it shall be a condition of his/hers bond, as provided by O.R.S., that in performing his/hers contract he/she will pay and cause to be paid not less than the prevailing rate of wages as of the date of his/hers bid in the City of Rainier, per hour, per day, and per week for and to each and every workman who may be employed in and about the performance of his/hers contract; and

That he/she has satisfied himself/herself as to the quantities and conditions and understands that in signing this proposal he/she waives all right to plead any misunderstanding regarding the same.

He/She also proposes and agrees:

That if this bid is accepted, he/she will contract with said Rainier City Council, in the said form of contract, to provide all necessary machinery, tools apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Director of Public Works as therein set forth; and that he/she will complete the work within the specified number of workdays as stated in the paragraph, "COMPLETION TIME LIMIT" in the specifications; and That he/she will accept as full payment therefore the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit prices bid as set out in the following schedule:

BID SHEET

2013 and 2020 STREET IMPROVEMENT

	West 3rd Street Improvements								
	Item Description Units Quantity Unit Cost Cost								
Pre	Preparation								
1.	Mobilization/Demobilization	(LS)	1	\$ 7,000.00	\$7,000.00				
2.	Tempory Protection and Traffic Control	(LS)	1	\$ 690,00	\$ 690,00				
3.	Flagging	(Hrs)	8	\$ 75.00	\$ 600,00				
4.	ESC Measures	(LS)	1	\$800,00	\$ 800,00				
Ro	adwork								
5.	Milling/Excavation	(c.y.)	150	\$47.00	\$ 7,050,00				
6.	3/4"-) Base	(c.y.)	75	\$15.00	\$ 5,625.00				
7.	AC Pavement	(sq. ft.)	7350	\$ 2.80	\$ 20,580.00				
8.	10" Storm Line	(Lin fT)	260	\$92.00	\$ 23,920,00				
9.	48" Storm Manholes	(item)	2	\$3,200,00	\$ 6,400.00				
Sul	ototal				\$72.665.00				
Coi	ntingency (5%)	\$ 3633.25							
Tot	\$76.298.25								

West E and West F Street Improvements					
	Item Description	Units	Quantity	Unit Cost	Cost
Pre	paration	1 .			
1.	Mobilization/Demobilization	(LS)	1	\$7,500.00	\$7,500.00
2.	Tempory Protection and Traffic Control	(LS)	1	\$990,00	\$990.00
3.	Flagging	(Hrs)	8	\$75,00	\$600,00
4.	ESC Measures	(LS)	1	\$1,200,00	\$1,200,00
Ro	adwork				
5.	Milling/Excavation	(c.y.)	350	\$47.00	\$ 16,450.00
6.	3/4"-) Base	(c.y.)	175	\$75.00	\$13,125,00
7.	AC Pavement	(sq. ft.)	19000	\$2.60	\$49,400,00
8.	10" Storm Line	(Lin fT)	335	\$ 89.00	\$ 29,815.00
9.	24" Catch Basins	(item)	4	\$3,100,00	\$ 12,400,00
Su	ototal				\$ [31,480.00
Contingency (5%)				\$ 6,574.00	
То	tal				\$ 138,054.00

	poration," "a partnership" or "an individual") doir
business at 18211 NE FOURTH PLAIN	Street,
VANCOUVER, WA 984	City and
State, which address is the address to which a and the contract should be sent.	all communications concerned with this proposal
<u>=</u>	nager of the bidding corporation, or the names and in this proposal as partners or principals are as
Name BRAD THOMPSON	Address 18211 NE FOURTH PLAIN RD
J. JOE THOMPSON	VANCOUVER, WA 98682
	(BOTH)
	<u></u>

.

Name of Agent PARKER, SMITH, FEEK	
Address 2233 112# AVE NE, BELLEVUE, WA 98004	-
Accompanying this proposal is BIDDERS BOND	in
("Bidders bond," "cash" or "certified	d check")
the amount ofDollars () which
amount is not less than ten percent of the total amount of the bid.	
If this proposal shall be accepted and the undersigned shall fail to or neglect and to give bond in the sum of the total amount of the bid as aforesaid, wi the Rainier City Council within 15 days from the date of receiving Administrator the contract prepared for execution, the City Council may, that the bidder has abandoned the contract, and thereupon forfeiture of the this proposal shall operate and the same shall be the property of the City of	th surety satisfactory to from the Rainier City at its option, determine security accompanying
Dated Aug 31 = 2021	. 20 07-
(Signature of Bidder)	_
(I/egal name of person)	(Mama)
By J. JOE THOMPSON	(Name)
VICE PRESIDENT	(Title)
THOMPSON BROS EXCAVATING, INC. (Name of business)	
18211 NE FOURTH PLAIN RD, VAN, WA 98682 (Business address)	
(360) 254 7056	91-1584268
(Telephone number)	(Federal ID #)

ADDITIONAL REQUIREMENTS

Is a Resident Bidder, Non-Resident Bidder, as defined in ORS 279.029, of the State of Oregon.

ORS 279.029 (2) states "in determining the lowest responsible bidder, a public contracting agency shall, for the purpose of awarding the contract, add a percent increase on the bid of a non resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a resident bidder" (ORS 279.029(6) (b))

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above. (ORS 279.029 (6) (c))

By initialing this space bidder hereby against minority, women or emerging small enterpraccordance with ORS 279.101.	certifies that they have not discriminated ises in obtaining any required subcontracts in
THOMPSON BROS EXCAMATING, INC. Name of Firm (Print or type name)	Signature Signature
18211 NEFOIRTH PLAN PD	J. JOE THOMPSON
Address	Print or type name
VANCOUVER, WA 98682	VICE PRESIDENT Title
Telephone: (8100)254-7056	
Fax: (860) 254-7195	Taxpayer l.D., No. 91-1584268
Construction Board Number: 109(a) 8 as required by ORS 701.055	
Expiration Date: 15-27-21	

FAILURE TO COMPLETE THIS FORM MAY BE CAUSE FOR REJECTION

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

(Applies to public improvement projects with an estimated value of more than \$100,000)

STATE OF OREGON FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM TO BE SUBMITTED BY ALL BIDDERS NOT LATER THAN 4:00 P.M. THE DAY THE BID IS DUE

In 2003, the Oregon Legislature revised ORS 279C.370, which provides, in part:

- "(1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid."

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

- 1) the subcontractor's name,
- 2) the dollar value of the subcontract, and
- the category of work that the subcontractor will be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "**NONE**" on the accompanying form.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

It is the Bidder's responsibility to determine all the documents that must be submitted to the City. For purposes of this document, "submitted" means "in the physical possession of Procurement Services."

Note to Contractors who are not the low bidder:

If the apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the first-tier disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: 2013 and 2020 SCA Grant Street Improvement Project

BID#:

BID CLOSING:

Date:08/31/2021

Time:2:00pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) Lakeside Industries	\$ 55,836.00	HMA Paving
(2)	\$	
(3)	\$	
(4)	\$	
(5)	\$	
(6)	\$	
(7)	\$	
(8)	\$	
(9)	\$	

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): Advanced Excavating Specialists, LLC

Contact name: Chad Rorabaugh Phone no.: (360) 232-8854

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- (A) Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
- (B) Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - (b) For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - (c) This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
 - (d) This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- (2) The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
- (3) A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
- (4) After the bids are opened, the subcontractor disclosures must be made available for public inspection.
- (5) A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
- (6) A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.



Technical Memorandum

Prepared for: Sue Lawrence

City of Rainier

Project: Rainier I/I Reduction Program

Author: Chizuru Pritchard, EIT

Leeway Engineering Solutions

Reviewer: Yarrow Murphy, PE

Leeway Engineering Solutions

Date: September 1st, 2021

Subject: Recommendation Technical Memo for Smoke Testing Contractors

Introduction

The City of Rainier (the City) is experiencing periodic high flows during wet weather at their wastewater treatment plant (WWTP). These excessive flows, often referred to as rainfall-derived infiltration and inflow or I/I, need to be addressed to prevent treatment issues possible violations of the City's National Pollutant Discharge Elimination System (NPDES) permit at the WWTP.

The purpose of this memo is to provide a recommendation as to a smoke testing firm and summarize smoke testing quotes.

Scope of Smoke Testing

The City has identified Basin 2 and some isolated locations within the City as potential sources of inflow in their sewer system. This assessment will require smoke testing to identify potential inflow locations. Basin 2, shown as the orange area in Figure 1 has approximately 11,000 length feet (LF) of gravity main. There are additional testing areas of interest consisting of approximately 5,700LF between Basins 2 and 4. It is ideal to perform smoke testing at the end of summer or early fall, before the rainy season.

Leeway received quotes from ADS, SFE Global, and AIMS to conduct smoke testing, provide traffic control, and distribute public notification door hangers.



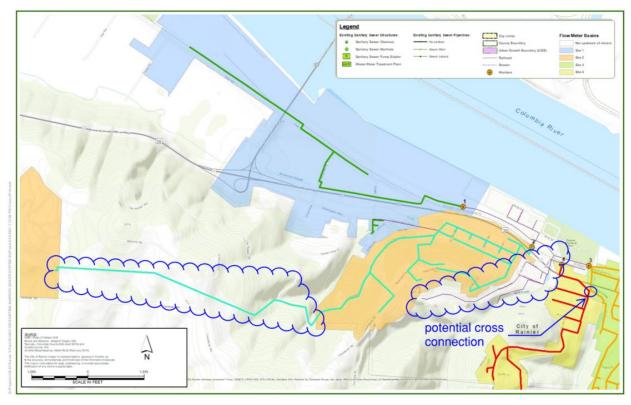


Figure 1. Basin 2 and additional smoke testing areas in Rainier, Oregon.

Summary of Proposals

The breakdown and total cost for all companies that have provided quotes is detailed in Table 1. The costs range from a high of \$33,123 and a low of \$15,881, excluding traffic control.

Table 1. Summary of smoke testing quotes

Testing Company	Traffic Control	Total Cost	Additional Factors
ADS		\$33,123	Two weeks required to mobilize after agreement contract is executed
SFE Global	Invoiced at cost plus 15%	\$15,881 + 15% traffic control if necessary	Two weeks required to mobilize after agreement contract is executed



Testing Company	Traffic Control	Total Cost	Additional Factors
AIMS	Invoiced at cost plus 30%	\$19,225 + traffic control if necessary	

ADS

A quote was provided by ADS Environmental Services which included the pricing, scope of work, and description of technology used. ADS will provide residential notification via door hangars 24-48 business hours before scheduled smoke testing, along with coordination with the City's police, fire, and other necessary departments. Observed leaks will be documented via GPS coordinates, digital photography, and ADS standard documentation. Reporting will be completed and delivered in Excel format. GIS files in .gdb and shapefiles, along with KMZ files will be provided upon request.

The proposal includes a lump sum cost of \$33,123.

Mobilization time will be 2 weeks after execution of the contract.

SFF Global

SFE Global will provide all project management, labor, one round of residential/commercial notices approximately 1 week prior to testing, planning, smoke testing, and reports. Local fire and police authorities will also be notified of the testing. During testing, SFE staff will perform a visual inspection of the test area. The results will include GPS locations of the incidents, photo documentation, and field incident forms. Reporting will be completed in a MS Access database, along with associated digital photographs in a .pdf format.

The cost estimate is a flat \$0.95/LF. A 3rd party will be used for necessary traffic control services at 15% of cost. Traffic control needs will be assessed during the notice delivery phase. SFE Global's proposal includes a cost of \$15,881.

Mobilization time will be 2 weeks after execution of the contract.

AIMS

AIMS provided an itemized proposal which includes the rate of \$1.15/LF for mainline pipe, lump sum costs of GIS collection and processing, mobilization. Traffic control is not included in the quote, but will be performed by a third party and invoiced at cost plus 30%, if needed. Defects will be documented with GIS coordinates and digital photographs.

The total proposal, not including traffic control, totals \$19,225.



Recommendation

Leeway recommends utilizing SFE Global's smoke testing services. SFE Global's cost is significantly less than other quotes. They have proven to provide high quality of work in the past, and in regards to scheduling, they have expressed that they could tentatively schedule to perform smoke testing in the desired time frame.

APPENDIX

Proposals

Proposal from ADS





3 August 2021

Chizuru Pritchard, EIT
Leeway Engineering Solutions
chizuru.pritchard@leewayengineeringsolutions.com
707-999-6741- Business

ADS Environmental Services 4455 South 134th Street Tukwila, WA 98168

Project Reference:
Rainier.Leeway.SSES.OR21
Project Manager: Shawn Hoglan

Dear Chizuru,

We are attaching a quotation and appreciate the opportunity to provide this for your **smoke testing project**. Below you will find the requested Pricing, Scope of Work, Terms and Conditions, and Technology Descriptions.

This proposal is valid for sixty (60) days and subject to all ADS standard terms and conditions for professional services for your review and signature.

We look forward to working with you on this and future projects. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

јау воуц

Director of Market Development

442-245-0008

jboyd@idexcorp.com

Cc: Shawn Hoglan, shoglan@idexcorp.com

Mike Pina, mpina@idexcorp.com





Project Description

Approach: ADS LLC proposes use of proven technology, certified project team and ISO 9001 quality processes to successfully perform SSES services requirements.

Project: Rainier, OR SSES

Type: Smoke Testing Services
Project Duration: Complete 11,000 linear feet

Traffic Control: Yes
Prevailing Wage: No
Public notification: Yes

Requested Start Date: TBD. Note: ADS generally requires 3-weeks-notice upon order acceptance

Proposal Pricing

Pricing Table (below) includes all aspects as outlined in the Scope of Work (SOW), next page. Acceptance of this proposal for the purchase of ADS services constitutes your and/or your organization's agreement to ADS' Standard Terms and Conditions of Sale found: https://www.adsenv.com/ads-services-terms-and-conditions/

ITEM	ITEM DESCRIPTION	LINEAR FT	TOTAL COST
1	Services: equipment prep; public notification; traffic control, collection system smoke testing; documentation; final reports. See Scope of Work (next section) for complete details.	11,000	\$33,123

Pricing Assumptions:

- Quotation Validity: 60-days
- Pricing assumes services are not taxable.
- Does not assume MBE/WBE requirements.
- Pricing assumes ADS' Standard Health and Safety procedures and documentation are sufficient.
- Service extensions: if desired, contact ADS prior to the end of the services period.
- Assumes free & legal access to all sites and no modifications to sites.

Scope of Work

As noted in "Project Description", above ADS Environmental Services, herein known as "ADS", will SSES services for **Leeway Engineering Solutions**, herein known as "Client". The work will be performed in three phases as set forth below:

Phase I - Mobilization

- 1) <u>Kick-off Meeting</u>. Phase I will begin with a kick-off meeting between representatives of Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- 2) <u>Site Locations</u>. ADS will work with Client to identify/verify the location for service.
- **3)** Final site locations to be approved by Client.
- 4) **Equipment and Materials.** Provide equipment, materials, and field crews required to smoke test up to **11,000 linear feet** of pipeline.





- 5) <u>Notifications.</u> Notify residents via door hangers within 24-48 business hours before the scheduled smoke testing.
- 6) <u>Coordination with City Departments.</u> ADS coordinates with City's Police and Fire department and other City departments as they designate to communicate smoke test crew locations and schedules.
- 7) <u>Perform Smoke Testing.</u> Perform smoke testing and document observed leaks using GIS cameras, maps provided by the City, smoke testing forms, and digital photographs.
- 8) <u>Safety and Controls.</u> Perform necessary safety procedures, and traffic control in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) using two (2) man crews.

Project Approach & Services

Field Work: An ADS crew uses a 4,000-cfm blower and non-toxic smoke to test the pipelines. Smoke testing is limited to test no more than two segments (3 MHs in a row) or ~800 feet, except where access dictates different setup procedures.

Documentation: ADS utilizes standardized ADS field forms to record all observed I/I defect data. Typically, inconsequential smoke leaks such as missing cleanouts, are only be cataloged on a list with address information. Digital photographs are captured for each observed I/I defect and attached to the respective smoke defect form.



Each form documents:

- Defect type (manhole, mainline, municipal service, private service), leak location (grass, pavement, etc.),
- Severity,
- Line segment,
- Leak sources (roof gutters, cleanouts, laterals, area drains, storm drains etc.).

Documents may be customized to meet additional City requirements.

Defect information will include: location, personnel, date, and a schematic layout of the manhole and sewer line under testing.

ADS photographs (GPS camera) and documents all observed smoke leaks and the location including:

- Digital photographs of the leaks;
- Location of defect via GPS coordinates or reference to permanent landmarks, and
- Documentation of defects.

Reports:

- Prepare field forms
- Record testing results
- Prepare documentary photographs (electronic format)
- Use professional judgment to analyze resulting data
- Prepare list of defects



Digital Photograph Examples of smoke exit locations





Data Management: smoke defect data are recorded in database fields in Excel format (for tabular summary report presentation) and if requested, in a database4 format for use in a GIS platform such as ESRI ArcView. An ArcView defect theme (.gdb or shapefiles) or KMZ file (Google Earth) will be provided upon request as well for City use.

Client and City Responsibilities:

Prior to any ADS fieldwork, the City will need to provide the following:

- 1) A fully executed Agreement and a written notice to proceed
- 2) A letter from the City on Official Letterhead authorizing ADS to perform this work that lists City's staff so that citizens or others can contact them should they have any question.
- 3) Send Mail Notifications to Residents prior to ADS Smoke Testing Begins
- 4) All approvals, permits, etc. necessary to allow ADS to perform services under the Agreement on the City, and Federal property and/or right-of-way.
- 5) One (1) complete set of collection system drawings (maps) for the test area.
- 6) Disclosure of any known sanitary system hazards.
- 7) Other information required by ADS to perform services under the Agreement.

PLEASE GO TO NEXT PAGE





PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT AND TERMS AND CONDITIONS

Now therefore, the Parties, agreeing to be legally bound, hereby agree as follow the ADS LLC TERMS AND CONDITIONS PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT and in accordance with the Exhibits attached to and incorporated herein to this Agreement.

Link to Terms and Conditions: https://www.adsenv.com/ads-services-terms-and-conditions/

SIGNATURE

Client Name:	ADS LLC
Authorized Signature:	Authorized Signature:
Printed Name/Title:	Printed Name/Title:
Date:	Date:

Questions concerning this proposal contact: Jay Boyd Director of Market Development <u>iboyd@idexcorp.com</u> 442-245-0008

Submit Purchase Orders and Signed Agreement to: Shawn Hoglan Project Manager shoglan@idexcorp.com 206-571-0310

Proposal from SFE Global



August 23, 2021

SFE Global - California

1104 Corporate Way Sacramento, CA 95831 Toll Free: 1-888-567-9994

SFE Global - Washington 1313 E Maple Street, Suite 201-408 Bellingham, WA 98225 Ph: (360) 220-7224

Mr. Rob Lee PE, PMP

Leeway Engineering Solutions

SUBJECT: SEWER SMOKE TESTING - RAINIER, OR

Dear Mr. Lee:

Thank you for the opportunity to submit this proposal for sanitary sewer smoke testing services in Rainier, OR. Services and reporting supplied by SFE Global, along with estimated fees, are described below.

SFE GLOBAL

SFE GLOBAL (SFE) is a municipal and industrial service company specializing in underground infrastructure assessment and monitoring. We have been conducting services of this nature for Municipal, Government and Industrial clients since 1991. SFE has four offices with a total of 24 employees. We have excellent references with a track record for delivering project objectives on time and on budget. Our services include:

All Applications of Flow Monitoring and Water Quality Monitoring - Sanitary Sewers, Storm Sewers, Creeks, Culverts, Landfills, Industrial Effluent, Billing Stations, Temporary and Permanent Installations, LID (Low Impact Development) Performance Monitoring, and Complete Hydrologic Gauging Stations.





GoData Web-Based Data Management Platform — Versatile web-based data management system for all data types. Organize, Graph, Alarm, and Analyze various types of monitored infrastructure data



Meteorological Monitoring – Supply, Installation, and Monitoring of Complete Weather Stations



Rhodamine WT Dye Calibrations of Flow Monitoring Stations. Verify and Improve the Accuracy of your Existing Flow Monitoring Station.



Sewer Smoke Testing and Dye Testing. Reduce I&I and Illegal Sanitary Connections





Manhole Inspection Programs. Data Base Catalogued Inventory Complete with Condition Assessments.



Water and Sewer Pressurized Pipe Leak Detection and Flow Assessments



Reservoir Cleaning, Disinfection, and Inspection.





Domestic Water Flow testing and Data Logging Services for Water Model Calibration





Pipeline Pigging - Cleaning of Domestic Water Mains, Sewer Force Mains, Siphon Mains, and Industrial Product Pipelines. Renew Pipelines and Reduce Pumping Costs.



Inline Pipeline Condition Assessments – SmartFoam Pigs for Assessing Pipeline Leakage, Cracking, Corrosion, Pitting, Scaling, and Sediment Build-Up.





Pump and Lift Station Drawdown Testing and Assessments – Test and Analyze the Existing Condition and Performance of your Pump/Lift Stations

SEWER SMOKE TESTING OVERVIEW

Smoke Testing Services along with subsequent reports supplied by SFE are directly related to the investigation of storm water cross connections and system deficiencies within the sanitary and/or drainage systems. The objective of a typical smoke testing project is to investigate and itemize various drainage/sanitary cross connections and report on all findings.



A sewer smoke testing program is an extremely effective method of immediately determining

storm water cross connections that are contributing to inflow and infiltration to a sewer system. (or vice versa) A typical smoke testing system is illustrated below. A large fan or blower is placed over a centrally located manhole pushing non-toxic vapor-filled air through a sewer line. SFE utilizes only industry leading Hurco brand smoke machines and liquid smoke for all projects as it is non-toxic and leaves no residue.



The smoke travels under low pressure and will fill the main line plus any connections; then quickly follows the path of any system defects including cracks and direct cross connections to the ground surface. After placing the blower and filling the lines with smoke, SFE staff will perform a visual inspection of the area being tested. This inspection includes GPS locations of the incidents, photograph documentation, along with standard field incident forms being filled out.

As indicated, SFE Global uses only Hurco brand smoke testing equipment. We own and operate all equipment to be utilized for this project. SFE will have two working smoke testing units available at all times should one become damaged or fail. Sufficient liquid smoke to complete the entire project will be on hand from the beginning. All incident logs and cameras are kept in good working order and image files are uploaded to a secure backup drive on a regular basis throughout the day. SFE owns and maintains all service vehicles used on the project. Each vehicle is equipped with necessary safety gear, lights, cones, signage, tools, and all necessary equipment / consumables required to complete the project.

Upon starting the smoke machine with liquid smoke injection, SFE staff then walk the street in search of visible smoke, or in the case of roof vents, an incident may be written up if no smoke is observed. (Indicating there may be a cross connection) SFE checks each property carefully; paying special attention to clean-outs and roof leaders. It is not unusual for smoke to be seen coming up from grass, wooded areas, and cracks in the concrete or asphalt. All incidents are recorded on the



field sheet template and at the end of each day are passed along to our Operations Manager to be archived. All image files are also transferred and archived to a backup server on a daily basis.

Reporting will be completed in an MS Access database along with associated pictures in a .pdf format.

PLANNING AND PERSONNEL

Sewer smoke testing, although a simple concept, requires careful planning and an experienced Project Manager / Team to execute a successful assignment. Planning tasks will include the following items:

✓ A pre-project conference call with all stakeholders to better understand their needs and priorities. At this time, SFE expects to thoroughly review all drawings and to plan smoke test runs accordingly.

- ✓ Notifications for website, Fire Dept, Police, local newspaper, and all residential/commercial notices will be reviewed and approved by our client prior to being distributed. SFE has assumed that one (1) round of residential/commercial delivery notices will be completed approximately one week prior to the testing. For the safety of SFE personnel, no residential property will be accessed where the dwelling cannot be seen from the road. In addition, any property that contains any warning signs will also not be accessed (beware of dog; no trespassing; etc.)
- ✓ SFE understands the need to be polite and courteous with the public in all the services we provide. Our field technicians and Project Managers are all experienced in this matter. We appreciate that the possibility of smoke entering one's residence can be extremely alarming. Our technicians are all well versed in explaining the situation to any distraught residents.

SCHEDULE

At this time we've assumed a work schedule of Monday-Friday, 8:00am-5:00pm. We are able to mobilize for a planning meeting immediately upon being issued a contract or PO# and can fully mobilize to complete the project within 2-weeks of the execution of a contract.

SCOPE OF WORK

 SFE Global will provide all project management, labor, residential/commercial notices (one round), planning, smoke testing, and reporting for approximately 11,000LF of sanitary sewer in Rainier, OR.

SFE GLOBAL FEES

Type of Work	Specific Details	Fees
Sewer Smoke Testing	 Per the aforementioned Scope of Work 11,000LF @ \$0.95/LF 	\$10,450.00
		\$10,450.00

Note -3^{rd} party traffic control plans and/or services, if required, have not been included. If required and is the responsibility of SFE, we will invoice based on cost plus 15%. Traffic control needs can be assessed during the notice delivery phase.

Thank you again for the opportunity. We are looking forward to working with you on this assignment. If you have any questions or require any further information, please do not hesitate to contact me directly.

Sincerely,

SFE Global

Mike Lemmen Director - Business SFE File#U21-137P1ML

Terms & Conditions:

- All invoices require payment within thirty (30) days.
- Quotation is valid for 60 days.
- Delays or disruptions through no fault of SFE and causing project interruption may result in a crew and equipment standby rate of \$525/hour plus additional live-out allowance for out-of-town projects as required.
- Should there be a requirement for third party traffic control (i.e., Traffic Control Company for lane closures or high traffic areas) at any location, and should this be the responsibility of SFE, our fees will be invoiced at cost plus 15%.
- All required reports will be submitted to our client in a digital format (.pdf)

Proposal from AIMS



PROPOSAL

Schedulina: Office 503-747-6410

AIMS Companies

6110 NE Croeni Ave. Suite 150 Hillsboro, Oregon 97124 United States

> Phone: 503-747-6410 Mobile: 503-545-9640 Toll free: 844-283-0469 www.aimscompanies.com

BILL TO

Leeway Engineering Solutions

Estimate Number: 1413

P.O./S.O. Number: Rainier Smoke

Testing

Estimate Date: July 26, 2021

Expires On: October 26, 2021

Grand Total (USD): \$49,455.00

Items	Quantity	Rate	Amount
Smoke Testing (per LF) Mainlines	17000	\$1.15	\$19,550.00
Smoke Testing (Each) Laterals	79	\$195.00	\$15,405.00
GIS Collection / Processing (Lump Sum)	1	\$2,500.00	\$2,500.00
Mobilization (Lump Sum)	1	\$2,000.00	\$2,000.00
Traffic Control (Cost Plus) Price shown is estimated total traffic control charge Actual cost plus 30% will be invoiced	1	\$10,000.00	\$10,000.00
		Total:	\$49,455.00
		Grand Total (USD):	\$49,455.00

Notes / Terms

Scope of Work:

- 1. Smoke test approximately 17,000 LF of 8" 16" gravity sewer mainline and 79 sewer laterals.
- 2. Collect GIS coordinates of smoke defects and pictures documenting defects.
- 3. Submit smoke testing reports/data to Leeway Engineering

SOW is subject to change based on site conditions when crew mobilizes.



PROPOSAL

Scheduling: Office 503-747-6410

AIMS Companies

6110 NE Croeni Ave. Suite 150 Hillsboro, Oregon 97124 United States

> Phone: 503-747-6410 Mobile: 503-545-9640 Toll free: 844-283-0469 www.aimscompanies.com

Notes / Terms

Job Site: Rainier, OR

Qualifications:

AIMS assumes direct and uninterrupted access to work site and access points. AIMS Companies is to be provided ingress and egress to all required access points. Crews consists of equipment, operator, and laborers. T&M rates will be invoiced for all standby time. This is a good faith estimate for budgeting purposes. Actual quantities will be invoiced. Estimate is based on provided scope of work, any deviation in SOW will nullify this estimate and a new one will be required. Overtime rates apply after the first 8 hours in a shift, 40 hours in a week, weekends, and holidays.

Exclusions:

AIMS is not responsible for any construction fees or testing of material. AIMS Companies not responsible for notifications to residents of smoke testing. AIMS Companies not responsible for uncovering any buried or paved over manholes. Estimate is subject to change based on any SOW revisions received after estimate submittal. Builders risk insurance and delays caused to services are excluded from this estimate. Fuel is provided by AIMS. Delays due to unforeseen conditions are excluded from this estimate. Delays unrelated to AIMS will be billed at T&M rates. AIMS will not be held liable for unforeseen delays.



August 18, 2021

City of Rainier, OR Attn: Sue Lawrence PO Box 100 Rainier, OR 97048 503-396-1736

RE: Rainier River Walk Bridge

Dear Mrs. Lawrence:

Please accept the enclosed cost proposal for the above-mentioned project. We've attempted to cover all the needed items to construct our scope for this project. This project is based on the conversations between LCD Excavation and the City. We did not receive an Engineers take-off or Geotechnical Report for this project. Following is a list of project conditions & stipulations.

Exclusions:

- Bonds of any kind, (Invoice cost +10%).
- Permits, fees or assessments unless specifically noted.
- Bridge Deck and Handrail Replacement (to be completed by City)
- Compaction Testing on AC
- Restoration Planting
- Hazardous waste testing, removal, abatement, disposal, or site remediation.
- Dewatering
- All other items of work not specifically included in proposal.
- Bollards

Clarifications:

- Pricing assumes existing bridge structure is determined to be acceptable for reuse.
- Water as needed for construction activities to be supplied by City
- Final crossing location to be determined after structural engineering is completed
- Existing bank to be built up as required for bridge abutment with geo cell retaining wall material similar to bank repair completed in earlier phase of work.
- Pricing includes 2" thick AC pathway
- Current Pricing assumes 6" granular, compacted, beneath 2" AC section.
- LCD Excavation will provide a licensed Geotechnical Engineer
- LCD Excavation will provide a licensed Structural Engineer for foundation design.
- Landscape finishes/plantings/decorative rock/etc are not included in this pricing.
- LCD Excavation will not be liable for any damage to neighboring properties from standard construction activities, including compaction efforts



Pricing:

- LCD Excavation proposes to complete this scope of work with the included Exclusions and Clarifications for a price of \$159,350.00
- If proposed change order to the existing Rainier River Walk contract is approved, LCD Excavation will begin immediately on bridge inspections and foundation design.
- Final schedule for completion of the project will be determined upon inspection/engineering services timeline as well as verification and completion of any required easements needed by the City.

We look forward to working with you on this project, should you have any questions please give me a call.

Thank you for giving LCD Excavation the opportunity to work on your project.

Sincerely,

Tyler Anderson



Proposal #01

Date: 07/20/2021

City of Rainier

Sue Lawrence

Email: slawrence@cityofrainier.com

Re: Light Pole Replacement

Subject: ELECTRICAL PROPOSAL



We propose to furnish labor, supervision, materials, and equipment for the electrical work at the above referenced project.

- Provide and install new fixture and pole at existing location
- Wiring is existing to be re-used
- Fixture is a Holophane CG42T4-AGAF-SKY-3-50W-4K-120-EH1-F1AP-R30-SCTX
- Pole is a Valmont VALA #160041604VX-W/4"ODX3"TALL TENON**-3RD12520G****-EA-2BAN**
 FP/SC* Less ab's (to fit existing footing)
- New Epoxy anchors to be installed per engineered drawings
- Current fixture lead time is 10-12 weeks
- Current pole lead time is 13-16 weeks

Base Bid Total: \$ 10,286.70

Clarifications:

- Enough staging area for material and equipment storage to be provided at no cost to Hamer Electric Inc
- Pricing is Valid for 5 days.
- Due to rising material costs and/or a volatile commodities market, Hamer Electric must receive a Contract, Purchase Order or notice to proceed in email form for purchasing

WA License No.: HAMEREI295NU (CC) COLE*CT864KE (EC) 126 INDUSTRIAL WAY LONGVIEW, WA 98632 360-636-2227

OR No.: CCB 33818 5969S Oregon Supervisor EST 1971 HAMER ELECTRIC, INC.

- material within 5 days of the contract being awarded to General Contractor and/or Hamer Electric, Inc.
- Pricing is based on one-year warranty on all items provided by Hamer Electric Inc.
- Hamer Electric Inc. debris will be placed in dumpsters furnished and paid for by the General Contractor.
- This proposal is based on information provided by Sue Lawrence
- No drawings have been provided at time of Bid, so all items in scope are per information obtained during site walk.
- On new and/or existing systems in which electrical engineering is not provided by owner or third parties, general assumptions are made based on the NEC, not all costs may be added, and Hamer Electric Inc makes no allowance for existing system deficiencies.

Contract Considerations:

- If no Purchase Order is issued to Hamer Electric within 5 business days of receiving the Notice To Proceed (NTP) from customer, Hamer Electric will add an administrative fee of \$75.00 for each week thereafter until Purchase Order is received.
- Terms on all quotes NET 10 with progress billing every 2 weeks unless otherwise stated. Late payments will be subject to a state max fee plus processing fee.
- This proposal/scope letter shall be made a part of any subcontract agreement entered into for this project and assumes execution of a mutually acceptable subcontract agreement.
- Changes to scope will be calculated using the NECA MLU 2020-2021 level difficult and the NECA equipment list plus 12% OH and 10% Profit.
- Disputes between Hamer Electric Inc and customer not resolved by discussions between the parties, shall be submitted to mediation. The parties shall select the mediator within fifteen days of the request for mediation. Engaging in the mediation is a condition precedent to any form of binding dispute resolution. In the case of disputes not resolved by mediation, both parties shall submit the matter to litigation in Cowlitz Co. WA.
- The prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursements and attorneys' fees incurred in enforcing this Agreement.
- The contractor shall not be held liable for errors or omissions in design by others, nor
 inadequacies or materials and equipment specified or supplied by others.
- Be advised contractor retains the right to lean per state law.
- Equipment and material supplied by the contractor are warranted only to the extent that the same are warranted by the manufacturer.
- Any and all warranty work shall be subject to Hamer Electric Inc warranty program found at "http://www.hamerelectric.com/warranty.html" Hamer Electric Inc must be informed formally of any and all warranty issues within 5 days of discovery for warranty to be valid.
- Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.

EST 1971 HAMER ELECTRIC, INC.

 A single point of contact shall be established between Hamer Electric and the customer for all directives, contract concerns, and changes.

- Any alterations or deviations from the items stated explicitly in this proposal involving extra
 cost will be executed on written orders and will become an extra charge above and beyond
 the price of the base proposal.
- Wire pricing is good for 5 days from the date of this proposal; any increase over 3% shall be passed on to customer.
- Due to current Tariff conditions, Hamer Electric Inc reserves the right to pass increases on to the customer if the increase is over 3%. Tariff impacts are considered an unforeseen circumstance and treated as such.
- All cancellations subject to the following:
 - a. Cost of completion up to date of cancellation, end of business day based on SOV.
 - Committed costs up to date of cancellation end of business. All PO's where subcontractor has committed to costs shall be compensated plus profit and overhead.
 - c. Costs of making project safe for owner or public plus overhead and profit. This cost is subject to completion.
 - d. Cost to close out any and all permitting to Authority of Having Jurisdiction satisfaction plus profit and overhead.
 - e. Cost of demobilization plus any and all restocking fees.

Exclusions:

- Builder's Risk Insurance.
- Special Insurance requirements.
- Performance & Payment Bonds.
- Cutting, patching and painting in its entirety.
- Unless included in the above proposal explicitly all trenching, earthwork, asphalt cutting & repaying, and site restoration to be provided at additional cost.
- Concrete work in its entirety. Including housekeeping pads, pole bases, etc.
- All work associated with correcting any existing code violations.
- Utility costs unless explicitly stated above.
- Traffic Control in its entirety.
- Door Hardware, electrical strikes etc.
- BIMM in its entirety.
- Roof flashing, witch's hats etc.
- Any Millwork in its entirety.

EST 1971 HAMER ELECTRIC, INC.

- Working with hazardous conditions.
- All clean up, except for Hamer Electric Inc. debris.
- The repair of electrical equipment (extension cords, light stands...) furnished by others.
- Fire Alarm, Security and all other Low Voltage systems, except what's stated above.
- Sales tax
- Temporary power (unless requested and added as an alternate to proposal)

Schedule:

- Hamer Electric Inc will not begin execution without formal Notice to Proceed or a PO has been provided. Scheduling may be impacted based on when we receive Notice to Proceed or a PO.
- Our price is based on a 1-week schedule.
- This proposal is based on working ten (10) hours per day Monday through Thursday.
 (Holidays, Fridays, Saturdays, Sundays and afterhours are excluded.)
- We shall be allowed input regarding the construction schedule, more specifically, durations
 for electrical activities. The schedule shall allow Hamer Electric Inc enough time to perform
 our work in an orderly and efficient manner.
- THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Hamer Electric Inc will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if Owner/General contractor or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Contract/Subcontract, we intend to seek additional costs associated with the suspension.

THIS PROPOSAL IS VALID FOR 5 DAYS FROM THE DATE OF THIS CORRESPONDENCE.

Thank you for your consideration. Please call should you have any questions or concerns regarding this project.

Respectfully,

EST 1971	HAMER ELECTRIC, INC.
HAMER ELECTRIC INC	
Approved By:	Date:

City Administrator Report September 13, 2021 Rainier Council Meeting

Mayor Cole and Members of the Council,

September 8 marks my one-year anniversary of being in this role for the city. I feel great about what staff, the council and the city have been able to do in this time and still feel like I'm just getting started here.

I submitted some paperwork that day to facilitate the installation of a bike hub in the city park.

On August 2, I worked with staff to prepare for the city's annual audit. I also participated in a meeting with a local property owner, ODOT and the county about a proposed mini storage business in town.

I met with the city's insurance agent August 4 and also met with our forester that day about an upcoming timber sale in the city watershed.

We hosted a League of Oregon Cities (LOC) small cities meeting at city hall August 6. It was attended by officials from Clatskanie, St. Helens, Scappoose, Columbia City, Astoria, Seaside and Warrenton, along with Sen. Betsy Johnson. I registered myself, Mayor Cole and some councilors for the upcoming LOC conference in Bend and handled lodging arrangements.

On August 9 and 12, I did some follow up on issues that came up at the August REDCO meeting. I began advertising for our open library board positions August 11.

The Rainier Chamber of Commerce held a meeting at the Eagles Lodge August 12 and I attended. That same day, I submitted the paperwork for the city to receive its federal American Rescue Act Plan funds.

City staff worked closely with auditors August 16 and 17. I spent part of the 16th finalizing the city's lease agreement with the Department of State Lands for the use of the park property.

The volunteer event held August 21 at the park to prepare the pedestrian bridge for the third phase of the riverfront trail project was a smashing success. I participated, and the entire effort took around an hour.

Finally, on August 25, I was among the panelists for the Scappoose City Manager interview process, along with Sheriff Brian Pixley and my counterparts from Clatskanie and Columbia City.

Sincerely,

W. Scott Jorgensen, Executive MPA City Administrator

CITY OF RAINIER CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT 7/01/2021-7/31/2021

ACCOUNT REGISTER SUMMARY		CKS/DEBITS	DEP/CREDITS		
Ending Balance PERS Deposits -	279,462.06				
New Ending Balance	279,462.06	0.00	0.00	279,462.06	
BANK STATEMENT SUMMARY		CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1 Ending Balance SHCU 760072-2	34,324.75 1,009,228.22				
Deposits not Shown on Statement	1,009,226.22		20,692.04		
Outstanding Cks and Other Debits PERS Outstanding		763,535.88 21,247.07	ŕ		
Ending Balance	1,043,552.97	784,782.95	20,692.04	279,462.06	0.00
LGIP STATEMENT SUMMARY					
Beginning Balance	6,292,152.58		42 444 42		
Deposits Withdrawals		600,000.00	42,444.43		
Interest		000,000.00	3,175.55		
S/C		0.10			
Ending Balance	6,292,152.58	600,000.10	45,619.98	5,737,772.46	
TOTAL CASH				6,017,234.52	
GENERAL LEDGER RECONCILIATION					

7/01/2021-7/31/2021

	07/01/21				07/31/21
	Beginning	Total	Total		Ending
Fund	Balance	Revenue	Expense	Liabilities	Balance
10 General	2,128,982.90	755,808.97	806,170.03		2,078,621.84
20 Debt	364,096.00	0.00	0.00		364,096.00
30 Sewer	574,185.27	71,343.80	69,296.16		576,232.91
40 Water	557,319.61	73,014.70	61,297.79		569,036.52
50 Timber	1,256,858.39	0.00	14,037.61		1,242,820.78
60 Street	261,505.04	16,129.72	25,423.11		252,211.65
65	0.00				0.00
70	0.00				0.00
81 Special Projects	213,893.39	0.00	0.00		213,893.39
83 Sewer Capital	159,261.00	5,967.00	3,613.47		161,614.53
84 Water Capital	58,409.29	22,146.01	42,452.02		38,103.28
85 Transportation Capital	426,243.05				426,243.05
90 Library Trust	94,840.48	52.11	532.02		94,360.57
General Ledger Total	6,095,594.42				6,017,234.52

0.00

Completed by: _____ Date: _____ Date: _____

City of Rainier 2021/2022 Budget Year 7/31/2021 Budget Compared to Actual-Major Funds

Income/Expense

General Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	1,563,290	75,186	4.81%
	1,778,290	125,559	7.06%
Sewer Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	1,468,913	71,319	4.86%
	1,732,561	69,271	4.00%
Water Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	957,000	72,841	7.61%
	1,235,198	61,124	4.95%
Timber Fund *Revenue Expenditures	2021/2022 180,000 520,512	7/31/2021 YTD Actual 0 14,038	7/31/2021 YTD % Variance 0.00% 2.70%
Street Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	248,382	14,630	5.89%
	333,065	23,923	7.18%

^{*}Excludes Beginning Balance

Accounts Payable

Checks by Date - Summary by Check Date

User: elisha

Printed: 9/7/2021 10:27 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
10266	2220	Baker & Taylor	07/14/2021	453.32
10267	652	Chaves Consulting Inc.	07/14/2021	2,027.32
10268	673	Cintas Corporation	07/14/2021	264.53
10269	044	Columbia River PUD	07/14/2021	265.51
10270	3513	Comcast	07/14/2021	700.13
10271	3514	Core & Main LP	07/14/2021	362.67
10272	043	Cowlitz Clean Sweep Inc	07/14/2021	867.00
10274	008	Daily News	07/14/2021	30.99
10275	008	Daily News	07/14/2021	332.00
10276	2180	DEQ	07/14/2021	3,379.00
10277	3165	Earth20	07/14/2021	54.46
10278	3341	FERGUSON ENTERPRISES #3007	07/14/2021	34.46
10279	3668	Flying Pencil Publications	07/14/2021	10.00
10280	837	Global Security & Comm. Inc.	07/14/2021	74.85
10281	155	League of Oregon Cities	07/14/2021	1,726.60
10282	3655	Leeway Engineering Solutions, LLC	07/14/2021	1,661.00
10283	935	Library World, Inc.	07/14/2021	470.00
10284	UB*00020	LAURA MOORE	07/14/2021	23.09
10285	3644	More Power Computers, Inc.	07/14/2021	2,686.70
10286	182	NW Natural	07/14/2021	31.19
10287	3460	Office Express, Inc.	07/14/2021	68.00
10288	060	One Call Concepts Inc	07/14/2021	26.40
10289	2325	Cynthia L. Phillips	07/14/2021	350.00
10290	3186	Pitney Bowes Global Financial Services LL	07/14/2021	143.91
10291	137	Pitney Bowes Inc.	07/14/2021	169.98
10292	382	Postmaster	07/14/2021	333.50
10293	152	Purchase Power	07/14/2021	500.00
10294	186	QCL, Inc	07/14/2021	148.00
10295	186	QCL, Inc	07/14/2021	224.00
10297	3368	Ross Recreation Equipment Inc.	07/14/2021	1,356.23
10298	132	Springbrook SpringbrookHolding Company	07/14/2021	295.00
10299	022	Stephen D. Petersen, LLC	07/14/2021	120.00
10300	022	Stephen D. Petersen, LLC	07/14/2021	675.00
10301	2126	Sunset Auto Parts, Inc.	07/14/2021	28.85
10302	3470	Tribeca Transport LLC	07/14/2021	3,165.27
10303	030	True Value	07/14/2021	156.17
10304		Wasco County Landfill, Inc.	07/14/2021	746.59
			Total for 7/14/2021:	23,961.72
10305	818	AT&T Mobility	07/21/2021	33.00
10306	3529	Sarah Blodgett	07/21/2021	23.20
10307	3041	CIS Trust	07/21/2021	22.98
10308	244	Clatskanie PUD	07/21/2021	9,013.93
10309	097	Columbia County Treasurer	07/21/2021	216.14
10310	3669	Comcast Business	07/21/2021	1,620.17
10311	3574	Correct Equipment, Inc.	07/21/2021	3,762.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
10312	2167	Country Media Inc.	07/21/2021	343.88
10313	3598	FlashAlert Newswire	07/21/2021	160.00
10314	053	Grainger	07/21/2021	881.44
10315	049	Mallory Company	07/21/2021	263.50
10316	3021	Marlin Business Bank	07/21/2021	178.98
10317	996	Oregon Department of Revenue	07/21/2021	794.95
10318	029	Quill Corporation	07/21/2021	70.98
10319	096	Rainier Police Department	07/21/2021	404.25
10320	3377	United Site Services	07/21/2021	190.00
10321	3512	Verizon	07/21/2021	250.62
10322	078	Watkins Tractor & Supply Co	07/21/2021	700.58
10323	035	Wilcox & Flegel	07/21/2021	952.16
10324	035	Wilcox & Flegel	07/21/2021	141.86
10325	772	Xpediter Technology	07/21/2021	575.00
			Total for 7/21/2021:	20,600.37
10334	3000	ALS Group USA, Corp.	07/29/2021	1,063.00
10335	2220	Baker & Taylor	07/29/2021	68.70
10336	978	Bud Clary	07/29/2021	726.69
10337	673	Cintas Corporation	07/29/2021	264.53
10338	3041	CIS Trust	07/29/2021	83,282.53
10339	2135	Columbia County Economic Team	07/29/2021	2,500.00
10340	3514	Core & Main LP	07/29/2021	1,288.58
10341	3514	Core & Main LP	07/29/2021	19,273.54
10342	3574	Correct Equipment, Inc.	07/29/2021	45.38
10343	2167	Country Media Inc.	07/29/2021	60.00
10344	094	Cowlitz Wahkiakum Government	07/29/2021	824.01
10345	056	Cutright Supply	07/29/2021	96.81
10346	778	Kenneth Holly	07/29/2021	293.98
10347	617	Idexx Distribution Corp.	07/29/2021	626.66
10348	3545	InRoads Credit Union	07/29/2021	1,533.53
10349	007	McCord's Inc	07/29/2021	2,666.59
10350	426	NCL of Wisconsin	07/29/2021	351.55
10351	3025	Northstar Chemical, Inc.	07/29/2021	707.50
10352	3372	Polydyne Inc.	07/29/2021	3,523.14
10353	3080	Ricoh USA, Inc.	07/29/2021	157.64
10354	3512	Verizon	07/29/2021	346.33
10355	3092	WatchGuard Video	07/29/2021	3,205.00
10356	078	Watkins Tractor & Supply Co	07/29/2021	636.72
			Total for 7/29/2021:	123,542.41
ACH	1123	OR DEPT OF JUSTICE	07/30/2021	627.00
ACH	FED TX	EFT Federal tax dep	07/30/2021	9,320.43
ACH	FICA	EFT EE/ER FICA	07/30/2021	11,702.30
ACH	Medicare	EFT EE/ER Medicare	07/30/2021	2,736.82
ACH	OR ST Tx	EFT Employee Oregon St Tx	07/30/2021	6,289.24
ACH	PERSEE	EFT PERS Employee /Employer Pa	07/30/2021	5,524.22
ACH	PERSER	EFT PERS Employer Paid	07/30/2021	12,254.55
ACH	PERU	EFT PERS Units	07/30/2021	2.48
10327	985	AFLAC	07/30/2021	205.37
10327	077	CIS Trust	07/30/2021	316.02
10328	3618	Office of the Trustee	07/30/2021	950.00
10329	ORSGP	Oregon Savings Growth Plan	07/30/2021	4,046.16
10330	079	Oregon Teamster Employer Trust	07/30/2021	27,165.28
10331	995	Teamsters Local No. 58	07/30/2021	807.00
10332	223	reamsters Local No. 30	07/30/2021	607.00

 Check No
 Vendor No
 Vendor Name
 Check Date
 Check Amount

 Total for 7/30/2021:
 81,946.87

 Report Total (95 checks):
 250,051.37

City of Rainier 2020/2021 Budget Year 7/31/2021 Budget Compared to Actual-Major Funds Budget Variance by Appropriation

General Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	1,563,290	75,186	4.81%
10 General Government 20 City Building Maintenance 30 Land Use & Development 50 Library 60 Attorney 70 Finance & Administration 80 Municipal Court 90 Public Properties 100 Police Department	388,638	19,914	5.12%
	13,500	595	4.41%
	27,425	2,034	7.42%
	68,800	813	1.18%
	7,500	675	9.00%
	56,117	7,076	12.61%
	61,084	6,853	11.22%
	189,483	9,549	5.04%
	965,743	78,050	8.08%
Sewer Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	1,468,913	71,319	4.86%
Personnel Services Material & Services Capital Outlay Transfers Contingencies	454,307 278,000 0 956,944 43,310	34,318 34,954 0 0	7.55% 12.57% 0.00% 0.00% 0.00%
Water Fund *Revenue	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	957,000	72,841	7.61%
Expenditures Personnel Services Material & Services Capital Outlay Transfers Contingencies	488,346 192,320 0 512,382 42,150	37,209 23,915 0 0	7.62% 12.43% 0.00% 0.00% 0.00%
Timber Fund *Revenue	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	180,000	0	0.00%
Expenditures Material & Services Capital Outlay Contingencies Propery Purchase Reserve	80,400	14,038	17.46%
	65,000	0	0.00%
	300,000	0	0.00%
	75,112	0	0.00%
Street Fund *Revenue Expenditures	2021/2022	7/31/2021	7/31/2021
	Budget	YTD Actual	YTD % Variance
	248,382	14,630	5.89%
Personnel Services Material & Services Capital Outlay Contingencies Transfers	66,643 118,150 0 2,144 146,128	5,818 18,105 0 0	8.73% 15.32% 0.00% 0.00% 0.00%

^{*}Excludes Beginning Balance

ROLES, RESPONSIBILITIES & EXPECTATIONS EMPLOYMENT MEMORANDUM FOR CITY BUDGET OFFICER

ORGANIZATION: DEPARTMENT:

City of Rainier, OR

Administration

LOCATION:

Rainier, OR

EFFECTIVE DATE: 07/01/2019

JOB TITLE:

City Budget Officer

ROLES OF POSITION: As an appointed officer by the Mayor and City Council, the Budget Officer will assist the City Administrator and Mayor, plan and direct the activities of all City departments, through subordinate department managers and others. Perform various duties as contained with Rainier Municipal Code.

Review all financial and accounting systems, records and financial statements. Prepare, implement and monitor annual budget.

ESSENTIAL JOB RESPONSIBILITIES:

Act as a resource to the City Administrator and Mayor

Administrative Operations-Special Projects as Assigned

Financial & Personnel Resource:

As the Budget Officer, work with department heads to determine departmental needs and estimates; develop budget data including projected revenue and expenditure forecasts. Prepare and administer annual budget documents. Ensure all budget publishing requirements are met, monitor approved budget and overall expenditures to ensure compliance with budget and Oregon Budget Law.

Provide assistance in maintaining the fiscal accounting/financial reporting systems in a manner consistent with established and accepted municipal accounting principles and practices to provide accurate revenue, expenditure, and statistical data for management purposes and to meet statutory requirements.

Provide financial analyses and statements as requested by Mayor.

Provide assistance in working with auditors to ensure effective accomplishment of annual City audit and preparing City response to audit findings.

Oversee receivables reports, accounts payable reports, and monthly reconciliation reports.

Oversee workers compensation, unemployment, insurance and employee benefit records, 1099's, 1096's, W-2's, W-3's, State and IRS quarterly and annual reports.

Review wage/salary computations and correct errors to ensure accuracy of payroll.

Provide Assistance in Loan and Grant applications and Award oversight.

Review and present updated municipal code proposals to Mayor and Council for consideration.

Other duties as assigned.

SUPERVISION RECEIVED: Works under the direction of the Mayor.

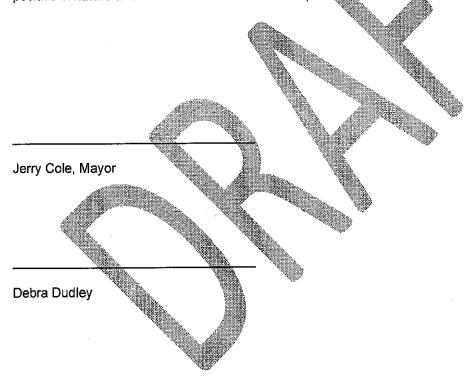
HOURS OF WORK, COMPENSATION: It is recognized and expected that this position will work remotely and be on call and available to respond to telephone calls, emails and texts throughout the week as needed, for a minimum of and not to exceed 80 hours per month. Attendance at meetings will be scheduled in advance as necessary. The monthly compensation for this limited duration position will be \$2,400.00.

OTHER TERMS OF EMPLOYMENT: The Budget Officer position is eligible for all employee benefits as identified in the City of Rainier Personnel Policies and Procedures manual, employer paid (95%) health/dental/vision, internet access, a City paid cell phone to include unlimited and unrestricted use and in lieu of the PERS employer/employee contribution a like contribution will be made into the Oregon Saving Growth Plan (457b).

EXPIRATION:

The terms of this agreement expire on December 31, 2022. The terms may be extended upon mutual agreement.

GOAL SETTING AND PERFORMANCE: In order to provide continuity, stability and effective leadership in this position, the Mayor shall meet with the Budget Officer as necessary to review performance and goals, upon mutual agreement the essential job responsibilities may be revised during this process. In the event that the performance of the Budget Officer is unsatisfactory or needs improvement, the Mayor and Council shall describe the concerns in writing with reasonable detail and specific examples so as to be objective and positive in nature and allow reasonable time for improve in the concerns identified.



City of Rainier Safety Committee Meeting Minutes June 24, 2021 Rainier City Hall 8:30 a.m.

Meeting called to order at 8:47 a.m.

Committee Members Present: Susan Sullivan, Michelle Caldwell, Scott Jorgensen, Nyk Ladage

Committee Members Absent: None

Minutes of May 27, 2021 Safety Meeting: Sullivan moved, 2_{nd} by Caldwell, to approve the minutes. Motion passed unanimously.

Accidents / Close Calls:

• None

Risk Management Items:

- Continuation of Safety Manual update.
- Quarterly Inspections completed.

Potential issues: None

Next meeting: Thursday, July 22, 2021 at 8:30 a.m.

Meeting adjourned at 8:58 a.m.

City of Rainier Safety Committee Meeting Minutes July 22, 2021 Rainier City Hall 8:30 a.m.

Meeting called to order at 8:49 a.m.

Committee Members Present: Susan Sullivan, Scott Jorgensen, Nyk Ladage

Committee Members Absent: Michelle Caldwell

Minutes of June 24, 2021 Safety Meeting: Sullivan noted that the date of the next meeting listed in the minutes should be corrected to July 22. Ladage moved to accept as amended, 2nd by Sullivan, to approve the minutes. Motion passed unanimously.

Accidents / Close Calls:

None

Risk Management Items:

Continuation of Safety Manual update.

Potential Issues: None

Next meeting: Thursday, August 26, 2021 at 8:30 a.m.

Meeting adjourned at 8:59 a.m.