

**City of Rainier
Regular City Council Meeting
October 4, 2021
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the Regular Council Meeting to order at 6:01 p.m.

Council Present: Scott Cooper, Mike Kreger, Levi Richardson and Jenna Weaver

Council Absent: Connie Budge and Robert duPlessis

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; Pete Manning, Police Sergeant; W. Scott Jorgensen, City Administrator; Sue Lawrence, Public Works Director

Flag Salute

Additions/Deletions from the Agenda: There were no additions or deletions from the agenda.

Mayor's Address: Mayor Jerry Cole read proclamations declaring October Domestic Violence Awareness Month and honoring Rightline Equipment for its 50th anniversary of being in business.

Visitor Comments: Dan Graham asked if the culvert on First Street is going to be fixed. Cole said it is. The Geotech study has been done and bids are being put together for the project. Public Works Director Sue Lawrence said she expects to receive quotes back the following week. Graham asked if the sewer and storm lines in the area are broken. Lawrence said they are not. Kirk Nord from Comcast said that the city had reached out about having local public access channels available to the company's subscribers. Rainier's Comcast subscribers were receiving public access content from Portland. Three channels are being changed from Portland to Longview. They will be channels 11, 28 and 29, and there will be high-definition options for all three. The change should be in effect in the next couple of days. The November council meeting should be broadcast live on cable. Cole said that public access has been a priority for him.

Consider Approval of the Consent Agenda:

Consider Approval of the September 13, 2021 Regular Council Meeting Minutes-Council President Mike Kreger moved to approve the consent

agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

New Business

- a. Appointment to Council Position #3—Cole said there were four candidates and council had put together four questions for all of them. City Administrator W. Scott Jorgensen asked Denise Watson to tell the council about herself. Watson said she's lived in town for over a year and is semi-retired. She's done a lot of outreach and grassroots campaigns and work with different organizations. Her strengths include budget oversight, public safety and emergency protocols. Nic Gratzner said he's lived in town for almost 30 years and Rainier has potential. He worked as a mortgage banker on the east coast and in management and construction. His family has deep roots in the community and he wants to be more involved. John Lewis has lived in town for four years, worked for the school district and wants to give back to the community. Jeremy Howell said he's lived in town for 34 years and helped put together the baseball and soccer fields. He's currently a member of the city's budget committee. Jorgensen asked the applicants what they think the city is doing right and what it could be doing better. Gratzner said the city is doing a lot right and has really turned the corner. He cited the A Street project and Highway 30 as examples. The city is clean and beautiful and there aren't many problems. Parking enforcement could be better. He wants to be part of the continued trend in the right direction. Lewis said the city is keeping its small-town environment and working to attract more tourism. He wants to see more use made of the river. Howell said he likes A Street and the riverfront trail. The park is well-maintained. But the city needs to improve its infrastructure, update its sewer plant and do more on code enforcement and nuisance abatements. Watson likes the improvements that the Parks Committee is considering and would like to see more tourism. Jorgensen asked the applicants what drives the city issues that they want to see addressed. Lewis said the city has a lot of small, easy fixes that could be made. Howell said some areas in town are clean but others have vehicles on blocks and overgrown grass. He'd like to see some crosswalks repainted. Watson said the sewer system needs improvement and mentioned that there had been concerns about the REDCO budget. Gratzner said there are no glaring issues that are going unaddressed, but the infrastructure needs work. A Street looks good and the river should be a focal point for the city. Jorgensen asked the applicants to name one item, issue or problem related to the city and how they would address it. Howell said he has experience with code enforcement. Watson said she would like to see more financial stability for business owners and residents and infrastructure improvements. Gratzner said the C Street bridge is a one-lane road. It should be replaced and widened, with curbs and sidewalks added. Lewis said he wants stricter code enforcement with bigger fines. Cole said he was glad to see four

applicants for the council position. Cooper said his top candidates were Howell and Watson. Councilor Jenna Weaver said the applicants have experience with committees and that will be valuable. Councilor Levi Richardson said he was impressed with the candidates' qualifications and ideas. Some have volunteered for other positions. Kreger cited the applicants' diverse backgrounds and strengths. Cooper moved to appoint Howell to Council Position #3. That motion was seconded by Kreger and adopted on a 3-1 vote, with Richardson opposed. Howell took his oath of office and was seated at the council dais.

- b. Planning Commission Update—Jorgensen told the council that the commission is working on updating the city's flood plain ordinance. The new ordinance should make it easier to develop the commercial and industrial properties on the west side of town in the city's urban growth boundary. Once the commission passes the ordinance, it will make its way to council probably early next year. The Planning Commission will also be considering an annexation ordinance with the direction staff received from council. A public hearing will be held at Planning Commission at some point for the text amendment that would allow the Rainier Oregon Historical Society (ROHS) to construct its building using metal. The city's Urban Growth Boundary (UGB) has not been changed but includes many areas that are not developable due to geography. This may be a potential barrier to growth, so Jorgensen is going to have the commission and the city planner take a look at that. Maybe the UGB can be altered to take those properties out of it and include some that actually are developable.
- c. Code Enforcement Position---Cooper said he and Councilor Connie Budge introduced this as an agenda item. They met with city staff for input. The consensus is that it needs to be addressed. He would like a motion to move forward with looking into the position and asked Al Guist to provide his perspective as a citizen. Guist said it's an important issue. After he retired from working for the city, he has kept an eye on code violations and reported them to the city. It needs to be addressed and updated. The city needs to be cleaned up and has to have someone to enforce its codes so it looks nice and not run down. Not all of the ordinances are enforceable and that's a problem. Cooper said he wants to direct staff on how to fund a position. Cole said he wants to know what the options are. Should the police department have a set number of hours dedicated to code enforcement? Should the city contract with another agency for it? Council should have that information to make an informed decision. The police department addresses code enforcement now, so it's reactive. He wants to see what the numbers are. Any code enforcer should work with citizens instead of trying to generate revenue for the city through fines. He wants there to be resources available to those citizens on the back end to help them. Kreger said the city should look at its codes to update them for better enforcement. Police Sergeant Peter Manning said the call load for nuisance complaints increases in the spring and summer due to more

vegetation and higher fire danger. During the fall and winter, there are more responses for abandoned vehicles and for handling complaints at the marina. The code enforcer's duties could include updating ordinances. The position should be under the police department because officers have the most recent information on court rulings and other legal matters. Some of the ordinances don't have fines. Others haven't been updated, so the fine amounts in them are too low to be any kind of a deterrent. Some code enforcement processes take a long time, which frustrates residents. But they have to be in place because of due process. The code enforcer can do meetings with stakeholders. He and Jorgensen currently handle those. That person could also serve as the harbormaster to enforce regulations at the marina. Jorgensen asked if there are specific ordinances that need to be updated. Manning said they can discuss it at a staff level. Cole said those ordinances should be fixed before anyone is hired or contracted to do code enforcement. Council needs to know how many abatements the police department currently does. Kreger moved to direct staff to look into options for a code enforcement position. That motion was seconded by Weaver and adopted unanimously.

- d. MOU for Rainier Oregon Historical Society—Cole said he loves history and advocated letting the ROHS use the space they currently occupy at city hall. But an MOU is needed. He wants to see it as a community room once the ROHS has its permanent home. If the ROHS stops working towards fundraising towards its permanent location, it will have to vacate city hall in a reasonable timeframe. The ROHS can address its concerns in the MOU too. Jorgensen said the ROHS has provided him with its insurance information. The requirement for insurance should be included in the MOU. He went to their last meeting to talk about it. They discussed timeframes and agreed to have the MOU up for annual renewal. He asked council if they want the ROHS to verify that background checks have been conducted for its volunteers. Cole said he wouldn't want the city to be responsible if anything were to happen. Background checks are required for library volunteers. Having those in place protects citizens from harm. Cooper said he needed to do one to volunteer at the senior center. Cole said background checks are not all that expensive. Jorgensen asked if the council wants to charge the ROHS rent for its use of the space. Council agreed by consensus that it should not.
- e. Wastewater Treatment Plant Valve Actuator---Lawrence said the quote has been updated to reflect its higher cost at around \$45,000. She explained what the actuator is and what it does. Having it will help mitigate the issues the city has had with violations relating to discharge. Cooper asked how often that happens. Lawrence said it occurs during significant rainfall events. Callouts to respond require a minimum of two hours of staff time. Cole said the city doesn't really have a choice when it comes to achieving regulatory compliance and that the bid has gone up \$5,000 since March. Lawrence said

purchasing the actuator would be considered positive by the state Department of Environmental Quality. Cooper moved to approve the bid for the actuator. That motion was seconded by Weaver and adopted unanimously.

Unfinished Business

- a. Riverfront Trail Update—Jorgensen said he has a meeting scheduled with the Oregon Department of Transportation and the Cowlitz-Wahkiakum Council of Governments to make sure that the city receives the grant funds it was awarded for the project's third phase.
- b. Fox Creek Update---Jorgensen said he and Lawrence are working to submit paperwork to the state Department of Administrative Services for the \$100,000 grant funding the city was awarded for the feasibility study.
- c. Senior and Multigenerational Housing
- d. D Street Loop Update—Lawrence said the bid has been awarded for the project. It should be completed by November 18.
- f. Moorage Agreement Update—Cooper said he talked with staff about having different rates for annual and monthly leases. The yearly lease would have a discount and the rate would be slightly higher for the monthly ones. Council agreed by consensus to continue the discussion at its November meeting, with Police Chief Gregg Griffith present.
- g. Award Bid for Demolition of Nuisance House at 516 East E Street—Lawrence said she received one bid from a contractor and looked at what it would cost for her staff to do the work. The amounts were pretty similar. The city would still incur costs for renting equipment and disposing of material. That would cost around \$9300. With staff time included, the total would reach around \$16,000. Cole said the bid from Servpro was around \$19,000. The city attorney will put a lien on the property to recover the cost. When the property sells, the city will receive the lien amount. Cooper asked if the house contains hazardous material. Lawrence said it will have to be tested for that. Jorgensen said it's less liability for the city to have the demolition work contracted out to a third party. Lawrence said it's easier to obtain a lien if there's a bill than it is to quantify staff time and include that. Jorgensen said Servpro has been great to work with. Kreger moved to award the bid to Servpro. That motion was seconded by Cooper and adopted unanimously.

Staff Report—Lawrence said the smoke testing has been done. Many cross connections were found and this should help develop plans to better separate water from the storm and sanitary sewer systems. Manholes were discovered that aren't on any of the city's maps. Lead and copper testing was done, and the amounts were below the allowable limits. The new park gazebo has been ordered and is scheduled to be delivered March 15. Removal of the tanks at the old water plant building should start soon and will free that facility up

for use as storage. The filter rehab at the water plant should also be happening soon and bids for the work on First Street will be due October 14. City Recorder Sarah Blodgett said that septage customers pay with credit cards, the city incurs a 2.7 percent charge. Staff is proposing passing that fee on to those customers for transactions above a certain amount and recommends the amount be \$1000 or \$1500. Cooper said he agrees. Cole said many of the septic haulers are for-profit entities. He said the city wouldn't be implementing the charge to make money, but to cover the costs it incurs by making the transactions. Weaver said another merchant services company may charge a lower rate to the city. Jorgensen said he's been working with the Department of Land Conservation and Development on the new flood plain ordinance and with representatives of Servpro for the demolition of the nuisance house on E Street. The senior center held an ice cream social and he and Cooper attended it. He provided the annual REDCO reports to all the taxing districts that fund the urban renewal agency. An oral board was held to interview a candidate for the vacant police officer position and he was among the participants. He, Lawrence and the city attorney put together the donation agreement for the new park gazebo. On September 22, he was in a meeting about possible grant funding opportunities for the city due to the closure of the Trojan nuclear facility. He, Cooper, Budge and Griffith met to discuss the potential code enforcement position and he began advertising for the police officer position. Along with Lawrence, he took a trip to North Plains to look at an emergency operations trailer that city is hoping to donate.

Council Reports—Richardson said the parks committee released a survey of city residents to see what improvements they would like to see made.

City Calendar/Announcements—

Executive Session— The council entered into executive session at 7:59 p.m. It entered into executive session at 8:03 p.m. The executive session was adjourned at 8:18 p.m. The regular session resumed at 8:18 p.m.

Cole adjourned the meeting at 8:18 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

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

Date: 10/22/2021

Name: Carey Burgess

Mailing Address: 75350 Fern Hill Rd

Street Address: _____

Phone Number: 503.369.8894

Length of Residency in Rainier: 1 month

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier. (See back for descriptions.)

☐ City Council

☒ Library Board (volunteer)

☒ Park Advisory Group (volunteer)

☒ Planning Commission (volunteer)

☒ Budget Committee (volunteer)

☐ 'A' Street Advisory Committee (volunteer)

1. Why are you interested in serving on this Board or Committee?

As a new member of this community, I see areas for improvement in the way new community members get introduced into the area. Also, since I will retire here, I have a vested interest in making the city serve its residents (as well as my children and grandchildren) by encouraging/supporting improvements to community gathering places like libraries and community centers, and outdoor activities like trails and parks.

2. What strengths do you possess to contribute to this Board or Committee?

I have served in many online communities, both professionally with large corporations as well as with more local neighborhood groups and special interest groups. I mainly perform community management and administrative support for the communities I'm involved with. Having lots of experience coordinating between various internal and external stakeholders and producing effective and easy-to-use results with constrained resources, I know I can deftly learn what our residents need and build a plan to address those needs, which I can then shepherd if a better-suited person is not available to lead the project to completion.

3. Do you have previous or current experience in community affairs? If so, please explain.

See answer #2 for some relevant context. Connected with some of the community experience I mentioned above, I have run event booths and live technical education classes, and was on the planning committee for a 12K+ attendee event. I served on a parent teacher committee at my son's school for 2.5 years, which also included spending time in the classroom, on field trips, and on recess - primarily to function as a positive adult role model. I don't have experience serving on municipal-type committees/boards.

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

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

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- | | |
|---|---|
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| <input checked="" type="checkbox"/> Library Board (volunteer) | <input checked="" type="checkbox"/> Budget Committee (volunteer) |
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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: 9.27.21

Name: Alic Gratzner

Mailing Address: 74914 WATERSHED ST

Street Address: _____

Phone Number: 503.396.9487

Length of Residency in Rainier: 30 yrs

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier. (See back for descriptions.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> City Council | <input type="checkbox"/> Planning Commission (volunteer) |
| <input type="checkbox"/> Library Board (volunteer) | <input type="checkbox"/> Budget Committee (volunteer) |
| <input type="checkbox"/> Park Advisory Group (volunteer) | <input type="checkbox"/> 'A' Street Advisory Committee (volunteer) |

1. Why are you interested in serving on this Board or Committee?

I love the city of Rainier + I'd like to be more involved.

2. What strengths do you possess to contribute to this Board or Committee?

20+ yrs in management

3. Do you have previous or current experience in community affairs? If so, please explain.

*Nothing that would be defined as community affairs.
However I have balanced budgets, hired & fired, & conducted daily affairs for many companies.*

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: 09/25/2021

Name: Denise Watsor

Mailing Address: P.O.Box 1660 Box 1660

Street Address: 803 West C Street

Phone Number: 541-992-4512

Length of Residency in Rainier: 1 year 2 months

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier. (See back for descriptions.)

- | | |
|--|--|
| <input checked="" type="checkbox"/> City Council | <input type="checkbox"/> Planning Commission (volunteer) |
| <input type="checkbox"/> Library Board (volunteer) | <input type="checkbox"/> Budget Committee (volunteer) |
| <input type="checkbox"/> Park Advisory Group (volunteer) | <input type="checkbox"/> 'A' Street Advisory Committee (volunteer) |

1. Why are you interested in serving on this Board or Committee?

✓

I have a vested interest in this community, I am retiring here and I'm on the parks commission. I would like to contribute to my community with fresh eyes.

2. What strengths do you possess to contribute to this Board or Committee?

My integrity is my biggest strength, I'm easy to communicate with and believe it's integral for transparent growth.

I have courage to be uncomfortable for the greater good and empathy for everyone.

3. Do you have previous or current experience in community affairs? If so, please explain.

I have worked on committees and campaigns before in Nevada and Idaho. They were political in nature and I was a part of the grass roots up until our candidate went to his term in office.

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

**BEFORE THE CITY COUNCIL OF
THE CITY OF RAINIER**

RESOLUTION #21-11-01

**A RESOLUTION TO INCLUDE MERCHANT SERVICE FEES IN CHARGES MADE
BY THE CITY TO COMMERCIAL SEPTAGE HAULERS**

WHEREAS, commercial septage haulers contract with the City for waste material processing services; and

WHEREAS, third-party merchant service companies charge the City a percentage of all debit and credit card transactions made by the commercial septage haulers for the waste material processing services; and

WHEREAS, the City currently incurs those costs; and

WHEREAS, City staff and the Council have expressed a desire to have those costs passed onto those commercial septic haulers; and

WHEREAS, any change in policy needs to be made officially through the passage of a resolution approved by Council;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Common Council of the City of Rainier, Oregon that:

Charges made by third-party merchant service companies to the City for credit and debit transactions for waste material processing services will be included in the fees the City charges to commercial septic haulers that contract with the City for waste material processing services. This policy change is effective immediately upon the passage of this resolution.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this _____ day of _____, 2021.

Attested:

Jerry Cole, Mayor

W. Scott Jorgensen, City Administrator

**CONTRACT AGREEMENT
FOR
PLANNING ASSISTANCE, CITY OF RAINIER**

THIS AGREEMENT dated for reference purposes July 01, 2021, is entered into by and between the Cowlitz-Wahkiakum Council of Governments, a municipal corporation (hereinafter referred to as the "CWCOG"), and City of Rainier, Oregon (hereinafter referred to as the "Agency"), collectively the "Parties" and individually the "Party."

RECITALS

WHEREAS, the CWCOG is a regional planning agency organized under RCW 36.64.080 to serve general and special purpose governments in Cowlitz and Wahkiakum region; and

WHEREAS, the Agency has expressed the necessity for professional planning services as specified in the Agreement's Exhibit A – Scope of Work; and

WHEREAS, the CWCOG is qualified to provide professional planning services supported by experienced and skilled staff; and

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The CWCOG agrees to perform and complete the work as described in Exhibit A – Scope of Work (hereinafter referred to as the "Work"), attached hereto and by this reference made a part of this Agreement.
- 1.2 The Agency agrees to reimburse the CWCOG for the Work as provided in Section 3 of this Agreement and as defined in Exhibit B – Compensation Rates, attached hereto and by this reference made a part of this Agreement.

2. CWCOG & AGENCY RESPONSIBILITIES

2.1 CWCOG RESPONSIBILITIES

- 2.1.1 The CWCOG shall make available to the Agency professional planning staff qualified to fulfill the Scope of Work outlined in Exhibit A – Scope of Work.

2.2 AGENCY RESPONSIBILITIES

- 2.2.1 The Agency shall provide the CWCOG staff with applicable guidance, ordinances, background information, and related documentation in its possession deemed necessary to accomplish the work outlined in this agreement.

3. PAYMENT

- 3.1 The Agency, in consideration of the faithful performance of the services to be provided by the CWCOG as described in Exhibit A – Scope of Work, agrees to reimburse the CWCOG for actual direct and related indirect costs of the Work to a maximum, not-to-exceed amount of Eleven Thousand (\$11,000.00), as established in this Agreement.
- 3.2 The compensation rate for services to be provided by the CWCOG is marked Exhibit B – Compensation Rates and is attached hereto and by this reference made a part of this Agreement.

- 3.3 Upon request of the CWCOG and upon the CWCOG's submission to the Agency of invoices and supporting materials as deemed appropriate by the Agency, payment shall be made by the Agency to the CWCOG for expenses reasonably and necessarily incurred in performing the Work. The CWCOG shall request reimbursement from the Agency not more than one time per calendar month.
- 3.4 The CWCOG's request for reimbursement to the Agency shall detail the Work accomplished during the current billing period, as well as a summary of the total costs billed to date. The invoice shall summarize all CWCOG staff time and expenses.
- 3.5 To ensure payment, the CWCOG shall email (preferred) or mail via United States Postal Service invoices and supporting materials to the appropriate contact in Section 6 of this Agreement.
- 3.6 The Agency shall make payment in full to the CWCOG within thirty (30) calendar days after its receipt of an appropriate invoice and approved supporting materials from the CWCOG.
- 3.7 If there is a change in the Scope of Work to be performed by the CWCOG that results in an increase in costs in excess of the maximum amount allowed under section 3.1 herein, the Parties shall enter into an amendment to this Agreement to document the change in scope and to increase the maximum amount reimbursable under this Agreement.
- 3.8 The CWCOG agrees to submit a final invoice to the Agency within sixty (60) calendar days after the CWCOG has completed the Work. At the time of final billing, all necessary adjustments will be made and reflected in the final payment. In the event that such final review or audit reveals overpayment to the CWCOG or under billings to the Agency, the CWCOG agrees to refund any overpayment to the Agency within thirty (30) calendar days after receipt of an invoice from the Agency and the Agency agrees to reimburse the under billed amount to the CWCOG within thirty (30) calendar days after the Agency's receipt of an invoice.

4. AMENDMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements, representations not contained in this Agreement shall not be binding on either Party. Either Party may request changes to the provisions of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

5. TERM / TERMINATION

- 5.1 The term of this Agreement shall begin July 01, 2021, and terminate June 30, 2022, or earlier if agreed to in writing by the Parties, except as set forth below in this section. The term of this Agreement may be modified and continued by amendment for work beyond this date at the discretion of the Parties.
- 5.2 Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, including, but not limited to, if either Party fails to make reasonable progress on the Work or other violation of this Agreement that endangers substantial performance of the Work. The Parties shall serve written notice of a Party's intent to terminate this Agreement setting forth in detail the reasons for such termination. The Party receiving such notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of such notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

- 5.3 Either Party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice to the other Party. The Agency shall pay in full for all services provided up to the date of termination of this Agreement.

6. PARTY CONTACTS

All contact between the Parties, including, but not limited to, Agreement administration, will be between the representatives of each Party or their designee as follows:

CWCOG	AGENCY
William A. (Bill) Fashing, Executive Director Email: bfashing@cwco.org Financial/Contract Amendments Designee: Anisa Kisamore, CAO Email: akisamore@cwco.org Planning/Scope of Work Designee: Keshia Owens Email: kowens@cwco.org	Jerry Cole, Mayor Email: mayor@cityofrainier.com Electronic Invoice Designee: Sarah Blodgett, Office Manager Email: sblodgett@cityofrainier.com
Cowlitz-Wahkiakum Council of Govts Administration Annex / 207 4 th Avenue N Kelso, WA 98626	City of Rainier PO Box 100 Rainier, OR 97048
Telephone: (360) 577-3041 Facsimile: (360) 214-3425	Telephone: (503) 556-7301 Facsimile: (503) 556-3200

7. NOTIFICATION

Any notice required pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the individual(s) identified in Section 6 herein unless otherwise indicated in writing by the Parties to the Agreement.

8. INDEMNIFICATION

- 8.1 Each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, employees, and agents, while acting within the scope of their employment as such, from any and all costs (including reasonable attorneys' fees and costs), claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions with respect to the provisions of this Agreement. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligent acts or omission. Each Party waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other Party and its agencies, officials, agents, or employees.

- 8.2 The indemnification obligation described in this section shall survive the termination of this Agreement.

9. DISPUTES

The designated representatives herein under Section 6 of this Agreement shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve a dispute, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs and one-half of the cost of the third-party mediator.

10. VENUE

This Agreement shall be deemed to be made in the County of Cowlitz, State of Washington, and the legal rights and obligations of the Parties shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the superior court situated in the County of Cowlitz, State of Washington.

11. ATTORNEY FEES & COSTS

In the event a suit, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, and shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

12. SEVERABILITY

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder shall not be affected.

13. ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either Party without first obtaining the written consent of the other Party.

14. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, or handicapped condition, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

15. RECORD RETENTION & AUDIT

During the progress of the Work and for a period of not less than six (6) years from the date of final payment to the CWCOCG, the records and accounts pertaining to the services under this Agreement and accounting thereof shall be kept available for inspection and audit by the Parties, Agency, State, and/or Federal Government, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. The Parties shall have full access to and right to examine and copy said records during normal business hours and as often as it deems necessary. The Parties agree that the services performed herein are subject to audit by either or both Parties.

16. COPYRIGHTS

Copyright of all material created by the CWCOC and paid for with funds as a part of this Agreement shall be deemed the property of the Agency authored by the CWCOC. Either Party may use the material and permit others to use such for any purpose consistent with the Party's respective mission. This material includes, but is not limited to, documents, reports, books, videos, pamphlets, sound reproductions, photographs, studies, surveys, tapes, and training material. Materials used to perform the services and create the deliverables of this Agreement that are not created for or paid for through this Agreement shall be owned by such party as determined by law. The legal owner thereof hereby grants a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use and to permit others to use for any purpose consistent with the respective mission of said material.

17. AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

18. COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

IN WITNESS HEREOF, the Parties have subscribed their names hereto effective as of the year and date first written above.

**COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS**

CITY OF RAINIER

By: William A. Fashing
Its: Executive Director

By: Jerry Cole
Its: Mayor

Date: _____

Date: _____

ATTEST

ATTEST

By: Anisa Kisamore
Its: Chief Administrative Officer

By: Sarah Blodgett
Its: Office Manager

Date: _____

Date: _____

APPROVED AS TO FORM

By: Stephen D. Petersen
Its: City of Rainier Attorney

Date: _____

**SCOPE OF WORK
FOR
PLANNING ASSISTANCE, CITY OF RAINIER**

1. PLANNING ASSISTANCE

1.1 WORK TASKS

- 1.1.1 Attend meetings of the planning commission, city council, and other boards or commissions as requested or as necessary to transmit or develop work.
- 1.1.2 Attend pre-application conferences and offer feedback on land-use proposals to prospective applicants. As appropriate to the type of permit, advise the building official on land-use aspects of development projects or consider other committee members' input when approving, denying, and/or placing conditions on short subdivisions and boundary line adjustments.
- 1.1.3 As appropriate, prepare staff reports with findings and recommendations for hearing examiner, planning commission, or city council's consideration on conditional use permits, variances, special use permits, similar use authorizations, amendments to the zoning text or map, amendments to the comprehensive plan map or text, subdivisions (preliminary/final plats), condominiums, binding site plans, annexations, critical areas permit, and appeals. Conduct follow-up work to carry out hearing examiner and council's decisions.
- 1.1.4 Present staff reports at applicable public hearings and assist hearing examiner and city council in answering concerns of applicants and the general public.
- 1.1.5 Assist with city ordinance and land-use administration procedures, identify roles and responsibilities, and develop amendments as necessary. Maintain compliance with state and federal laws and other ordinances.
- 1.1.6 Assist Agency staff with the review of environmental documents and threshold determination for proposals inside the Agency, as well as documents circulated by other agencies for proposals within and adjacent to the Agency.
- 1.1.7 Provide assistance to Agency staff and the public in response to questions concerning land use and development. Prepare staff reports and recommendations to the planning commission when official code clarifications are necessary.
- 1.1.8 Provide general assistance for such activities as grant applications and administration, researching specific issues, attending meetings and hearings on behalf of the Agency, and attending Agency staff meetings as requested.
- 1.1.9 Assist the Agency in annexation requests, coordination, and preparation for approval by the Agency, county, and state agencies.
- 1.1.10 Consultation with Agency staff, the public, and applicants as needed for planning assistance matters.

1.2 COORDINATION OF WORK

The project lead will consult with the appropriate local, state, and federal agencies, and private interests affected by land use proposals.

1.3. DELIVERABLE(S)

Legally defensible, written staff reports, and oral presentations on applications and proposals on a project-by-project basis.

Exhibit B

**COMPENSATION RATES
FOR
PLANNING ASSISTANCE, CITY OF RAINIER**

The following rates are applicable to the 2021 and 2022 calendar year.

PLANNING SERVICES:

<i>Position</i>	<i>Rate</i>
Community Development Planner, Keshia Owens	\$63.89-67.95

SERVICE COORDINATION RATES:

<i>Position</i>	<i>Rate Range</i>
Management	\$63.86-125.00
Planner/GIS	\$64.86-81.59
Planning Support	\$41.77-49.10

MEMORANDUM OF UNDERSTANDING
TO USE CITY HALL FACILITIES

THIS Memorandum of Understanding (MOU) made and entered into the 1st day of January, 2022, between the CITY OF RAINIER, OREGON, a municipal corporation, hereinafter referred to as "Owner," and RAINIER OREGON HISTORICAL SOCIETY, hereinafter referred to as "Operator."

The parties agree to the following recitals:

- a. The Owner owns and operates City Hall.
- b. The Owner desires to make available a room at City Hall for temporary use by the Operator, hereinafter referred to as "Facility."
- c. The Owner agrees not to charge rent to the Operator for the temporary use of Facility.
- d. The Operator agrees to carry and maintain current liability insurance coverage for the property stored within the Facility and name the Owner as an additional insured party to the policy.
- e. If the Operator ceases its fundraising efforts for obtaining a permanent location, it shall vacate the Facility within six months of the cessation of those efforts.
- f. The Operator agrees to conduct background checks on all of its volunteers and provide verification of the completion of those checks to the Owner.

TERM:

The term of this MOU shall commence upon its execution and continue for 12 months, at which point it may be subject to renewal by mutual agreement of both parties.

CONTROL:

The Owner shall have the ultimate authority to make all decisions with respect to the management and operation of the Facilities.

ALTERATIONS:

Operator shall make no improvements on the premises of any kind without the prior written consent of the Owner.

All improvements performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent specifically provide otherwise.

DAMAGE AND DESTRUCTION:

If the Facility is partially damaged or destroyed the property shall be repaired as follows:

- a. If the damage is caused by a risk that could be covered by a standard property and casualty insurance policy with an endorsement for extended coverage, vandalism and mischief, repair shall be at the expense of the Owner.
- b. If the damage occurred from a risk that could not be covered by insurance of the kind described above, repairs shall be at the expense of the Owner unless the damage was the result or the fault of the Operator, in which case the Operator shall have the obligation to repair.
- c. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from matters beyond the control of the party responsible.

LIABILITY TO THIRD PERSONS:

Except with respect to activities for which the Owner is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, Owner may do so. The amount paid by Owner shall bear interest at the rate of ten (10) percent per annum from the date billed by the Owner and shall be payable on demand. Such action by Owner shall not constitute a waiver of any right or remedy that Owner may have on account of Operator's default.

Operator may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay so long as Owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with Owner cash or sufficient security to discharge the lien plus any costs, attorney fees and other charges.

Operator shall save, hold harmless, indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises.

INSURANCE:

During the term of this MOU, Operator shall procure the following insurance with Owner named as an additional insured and within thirty (30) days after billing, Operator shall reimburse Owner for all insurance premiums paid by Owner:

Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to persons in one occurrence, and \$1,000,000 for damage to property. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to Owner prior to any change or cancellation shall be furnished to Owner.

Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if the other party was required to obtain such insurance and such insurance was obtainable at the time of such loss or damage.

ASSIGNMENT:

No part of the Facility may be assigned, nor may a right of use of any portion of the Facility be conferred on any third person by any other means by Operator without prior written consent of Owner.

This MOU shall terminate earlier if at any time Operator breaches any of the terms of this MOU. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (30) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by Owner to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall terminate use of the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

SURRENDER AT EXPIRATION:

Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the Owner and surrender the premises in first-class condition. Alterations constructed with permission from the Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. The Operator's obligations under this paragraph shall be subordinate to the provisions of the section of this Lease entitled DAMAGE AND DESTRUCTION.

Furnishings.

- a. All furnishings placed upon the premises other than Operator's trade fixtures, shall, at the Owner's option become the Owner's property.

- b. The Operator shall remove any or all furnishings that would otherwise remain the property of the Owner, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such items, the Owner may do so and charge the cost to Operator. The Operator shall remove all furnishings that remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the Owner may retain the property and all rights of the Operator with respect to it. If the Owner elects to require the Operator to remove, the Owner may effect a removal and place the property in public storage and the Operator shall be liable to the Owner for the cost of removal and storage.
- c. The time for removal of any property which the Operator is required to remove from the premises upon termination shall be as follows:
 - 1) On or before the date the MOU terminates because of expiration of the original or a renewal term or upon default.
 - 2) Within thirty (30) days after notice from the Owner requiring such removal where the property to be removed is required to be removed upon such notice by the Owner.

Holdover. If the Operator does not vacate the premises at the time required, the Owner shall have the option to treat the Operator on a month-to-month basis, subject to all of the provisions of this MOU except the provisions for term and removal. Failure of the Operator to remove furnishings which the Operator is required to remove under this MOU shall constitute a failure to vacate.

If a month-to-month use agreement results from a holdover by the Operator the agreement shall be terminable at the end of any monthly period on written notice from the Owner given not less than thirty (30) days prior to the termination date. Operator waives any notice that would otherwise be provided by law.

MUTUAL TERMINATION:

Notwithstanding any other provision of this lease, either party may terminate this lease upon thirty (30) days written notice to the other party with or without cause.

TERMINATION:

In the event of a default, the MOU may be terminated at the option of Owner by written notice to Operator. Owner shall be entitled to recover damages from Operator for the default.

MISCELLANEOUS:

Non-waiver. Waiver by either party of strict performance of any provision of this MOU shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this MOU, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees.

Succession. Subject to the above-stated limitations on transfer of Operator's interest, this MOU shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the date and year first hereinabove written.

OWNER:

**CITY OF RAINIER, OREGON,
a Municipal Corporation**

By: _____ Mayor
Jerry Cole,

Attested:

By: _____
W. Scott Jorgensen, City Administrator

OPERATOR:

**RAINIER OREGON HISTORICAL
SOCIETY
an Oregon Non-profit Corporation**

By: _____
President

By: _____
Secretary

June 3, 2021

Marci Moore
City Recorder/ Finance Manager
City of Clatskanie, Oregon
Mmoore@cityofclatskanie.com
(via email)

This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services I will provide.

Scope and Term

As understood from previous discussions, City of Clatskanie is looking for:

1. Ongoing monthly support in reviewing account reconciliations and performing certain cash functions,
2. assistance with preparing for the 2020-21 annual audit, and
3. other technical support as needed.

Services are anticipated to begin immediately upon execution of an engagement letter and/or contract, with work expected to conclude or be renegotiated on/before December 31, 2021.

Fee for services

The fee for the above services is based on my standard billing rate, plus expenses. A portion of the work will be performed by a subcontracted CPA under my supervision and/or review. The subcontractor's time/expenses will be billed on my monthly invoice.

If needed, travel is billed at 50% rate, plus mileage at the IRS standard rate. Hours will be tracked and billed as incurred. The City will be invoiced monthly.

Additional provisions

If either party elects to terminate my services for any other reason, the City will be obligated to compensate me for work completed through the date of termination.

In connection with this engagement, I may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, I cannot guarantee or warrant that emails from me will be properly delivered and read only by the addressee. Therefore, I specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by me in connection with the performance of this engagement.

In that regard, you agree that I shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

It is my policy to retain engagement documentation for a period of seven years, after which time I will commence the process of destroying the contents of my engagement files. To the extent I accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement, and you will provide me with a receipt for the return of such records. The balance of my engagement file, other than a summary report of procedures performed, which I will provide to you at the conclusion of the engagement if desired, is my property, and I will provide copies of such documents at my discretion and if compensated for any time and costs associated with the effort.

Very truly yours,



Summer Sears
Owner/Principal
Summer Sears CPA, LLC
P.O. Box 5094
Bend, Oregon 97708-5094
541-241-2056
summer@searscpa.com
www.searscpa.com

ACCEPTED AND AGREED:

 , City Manager 4 June 2021

Name/Position:
City of Clatskanie, Oregon

Date



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 herein to indicate any person authorized to represent the City of Rainier. The word "Tenant" is used to indicate the owner of a boat moored legally within the Rainier City Marina as per the conditions of a signed Moorage Lease Agreement.

Property Description:

The City does hereby lease unto Tenant moorage space number ____ at the Rainier City Marina located at the corner of East 3rd St. and East A St., Rainier, Oregon, for the purposes of boat moorage only.

Rental:

Tenant agrees to pay rent to City according to the City's adopted schedule of rents, which will be ~~\$80.00~~ \$100.00 per month on a monthly basis, ~~\$480.00~~ \$540.00 for 6 month lease, \$960.00 for a 12 month lease. Rental payments must be made in advance on or before the 1st of each calendar month commencing with the month of _____, _____. A penalty fee of ~~\$15.00~~ \$35.00 may be charged by the City for each separate incident that Tenant is in default if Tenant is more than five (5) days late in paying rent. If Tenant is more than fifteen (15) days late in the payment of any sum due, City may padlock and/or secure the vessel, move it to another location or haul it from the water and store it at Tenant's expense. IT IS SPECIFICALLY AGREED THAT CITY MAY HOLD THE VESSEL FOR SATISFACTION OF THE DEBT AND MAY SELL THE VESSEL FOR SATISFACTION OF DEBT. IT IS AGREED THAT CITY SHALL GIVE NOTICE OF SECUREMENT TEN (10) DAYS PRIOR TO SECUREMENT. IT IS ALSO AGREED THAT CITY SHALL GIVE NOTICE OF SALE OF VESSEL TO TENANT AT THE ADDRESS LISTED ON THIS AGREEMENT TWENTY (20) DAYS PRIOR TO SALE. THE TENTANT MAY FILE A PROTEST OF THE SALE WITH THE CITY RECORDER'S OFFICE WITHIN TEN (10) DAYS OF THE NOTICE. IF A PROTEST IS FILED THE SALE WILL BE SUSPENDED UNTIL SUCH TIME THAT THE CITY COUNCIL RENDERS A DECISION. City reserves the right to modify its scheduled rental rate upon thirty (30) days advance notice to Tenant.

At the time of initial registration, prior to entering into a lease agreement with the City, the tenant must provide a copy of valid state identification that matches vessel registration name and address.

This agreement and all of Tenant's rights hereunder may be terminated immediately if there is a breach or default in any term or condition of this agreement.

Rules & Regulations - Tenant Shall:

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.
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

City of Rainier Moorage Space Lease Agreement

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 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. Shall always maintain vessel propulsion systems in working order and bilge pumps shall not have to run continuously to keep vessel afloat.
5. 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)
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). Only one boat per slip. No skiffs are allowed to be tied up to any boat.
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.

City of Rainier

Moorage Space Lease Agreement

19. Properly mark and identify vessel as required by law 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.
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 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 DESCRIBED 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 READILY IDENTIFIED.

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: _____
Boat License No. & State Licensed: _____
Boat Length: _____ Boat Color: _____

Moorage Slip Information:

Slip Number Assigned: _____
Monthly Rent: ~~\$80.00~~ \$100.00 – Monthly Lease
~~\$480.00~~ \$560.00 - 6 Month Lease
\$960.00 - 12 Month Lease
Starting Rental Date: _____

Tenant Signature: _____

City Agent Signature: _____

Tenant is responsible for making timely payment of the lease. Payment can be mailed to:
City of Rainier P.O. Box 100 Rainier, Or 97048. (503) 556-7301
The city will not invoice for payment.

GATE CODE 1357_____.

APRIL THROUGH SEPTEMBER, 2021

Abandoned Vehicles	14
Animal Complaints	51
Marine Calls	13
Noise Complaints	10
Ordinance Complaints	30
Parking Complaints	31

Code Compliance Officer

City of Rainier

Full-time

Code Compliance Officer City of Rainier

Job Description Summary: The Code Compliance Officer receives, investigates, and processes land use, Rainier Municipal Code, and solid waste code complaints and facilitates abatement solutions where possible. This is a full-time (40-hours weekly), FLSA non-exempt position that reports directly to the Police Chief.

Pay Scale: \$3,229.00 - \$4,544.00 (Depending on Qualifications), including medical, dental, vision, and life insurance. Enrollment in the state retirement system (PERS) is required. Deferred compensation is optional.

Duties may include, but are not limited to the following:

- Enforces the City of Rainier Municipal Code, Planning and Zoning Ordinances and applicable City Codes, including but not limited to providing customer service, site visits, written correspondence, written reports, oral and visual presentations to Planning Commission, City Council, and Municipal Court as necessary.
- Responds to public questions related to compliance requirements, procedures and practices.
- Reviews complaints of alleged violation(s) and conducts research of geographic information system data, planning and public health enforcement records, case law, Oregon Revised Statutes, Oregon Administrative Rules and other applicable sources when a complaint has been filed to determine the nature and location of the violation(s).
- Coordinates and conducts investigations and inspections of properties and structures with property owners, tenants, appropriate city staff, and other local, state, and federal jurisdictions to ensure compliance with ordinances and codes.
- Identifies the code compliance issues and options for resolution including advising the parties of the required applications and permit procedures.
- In coordination with the Police Chief, City Administrator and Planning Director, negotiates voluntary compliance agreements and compliance schedules.
- Documents and maintains complete digital database and paper records of all investigations, including complaints, photographs and other evidence, telephone contacts, follow up visits and correspondence, and punitive measures consistent with established standards.
- Reviews and comments on land use actions resulting from enforcement proceedings.
- Determines compliance with conditions of approval and correction notices.
- Performs other duties as assigned that support the overall objective of this position.
- Negotiates voluntary compliance agreements and compliance schedules.
- Promotes and utilizes mediation to resolve disputes between parties.

Secondary Functions (in a typical work week): Duties may include, but are not limited to the following:

- Makes reports as required either verbally or in writing to the Planning Commission, City Council, public meetings, citizens groups and other jurisdictions.
- Develops and implements an ongoing community education program for code compliance.
- Periodically updates the City of Rainier Municipal Code and Nuisance Ordinances and procedures to improve and streamline the program.
- Participates in the Oregon Code Enforcement Association conferences for continuing education in best practices, Oregon law, etc.
- Testifies at hearings.
- This position will include some light preparation work for the city planner (paperwork, site visits, etc.)

Interpersonal Skills/Contacts: Positions at this level have frequent responsibility for contact with others not employed with the city. Internally, primary contacts are usually made with other departments, as opposed to own work group. Negotiation, persuasion, tact, sensitivity, and confidential exchanges are all part of the interactions required. Formal presentations may be periodically made. Communication and interpersonal skills are important and must be well refined to complete job responsibilities.

Working Conditions: Work is performed in a standard office setting as well as outdoors in various weather conditions. Evening meetings and travel out of town to attend workshops, conferences, and seminars, is occasionally required. This position has a work environment in which moderate hazards or obstacles exist. There is some personal risk or hazard from job interactions, working environment, or job pressure. Job conditions may be somewhat uncomfortable due to varying work environments; outside job tasks; inclement weather; exposure to chemicals, machinery, electricity, or individuals of unpredictable, possibly harmful intent, etc.

Physical Requirements: Work is performed in office settings as well as regular outdoor work such as site visits to investigate alleged violations. These visits may require hiking in field terrain and in all types of weather. While performing these duties, the employee is occasionally exposed to cold, hot, wet and/or humid conditions and fumes or airborne particles. This position requires a person with reasonably good health because of the necessity for regular attendance and to work outside of normal office hours to meet the needs of the department.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Ability to drive a vehicle in day and night and all-weather conditions. Ability to safely drive a large pick-up truck pulling a trailer for abatement projects. Access confined spaces, climb ladders. The employee frequently is required to stand, walk, sit, use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee must occasionally lift and/or hang up to 20 pounds.

Education, Experience, and Certification/Licensure: Below is an outline of the specific Education type, Experience type or licensure/certification that is required for this role. The city will also consider any equivalent combinations of the qualifying criteria.

- High school diploma or GED required. Associates degree preferred.
- Two to four years of previous work experience demonstrating cooperative, tactful, and service oriented contact with the public is preferred. Previous work experience in code compliance and ordinance and statute compliance is desirable.

- Knowledge and/or experience in land use, building, and solid waste practices, codes and ordinances, and related enforcement procedures or comparable experience.
- Excellent public relations and communication skills. Skills and ability to maintain composure, self-control and professional demeanor and deal courteously and tactfully with the public under adverse conditions such as harassment, ridicule, and critical incidents. Effective communication and intergovernmental skills including the ability to maintain an effective and congenial working relationship with various department staff, other county employees and outside agencies.
- Read, comprehend, interpret, and implement land use and solid waste codes, statutes and administrative rules as they apply to code violations.
- Perform research utilizing geographic information systems, word processing, spreadsheets, databases, and internet.
- Compile and analyze relevant technical data and research into a legally defensible concise written form.
- Equitably apply laws, ordinances, and regulations to specific situations.
- Identify and advance resolutions that protect the fundamental purpose of these codes, statutes, and administrative rules.
- Resolve misunderstandings and/or conflict with complainants, property owners who may be in violation, neighborhood organizations and affected neighbors, and involved agency representatives, and facilitate cooperation and reasonable compliance with laws and regulations.
- Express ideas and convey information effectively both orally and in writing.
- Give presentations to large groups and present cases at hearings.
- Interact with complainants and suspected violators in an objective and equitable manner.
- Communicate in a non-threatening, professional manner, and not react unprofessionally to customers who may be hostile and accusatory.
- Maintain well documented records and maintain confidentiality.
- Conduct most of the work with no or minimal supervision.
- Individual must have an acceptable driving record, possess a valid Oregon Driver's License, or can obtain a valid Oregon Driver's License.
- Level 1 Certification by Oregon Code Enforcement Association desired but not required.

Full-time Pay: \$3,229.00 - \$4,544.00 per month

Benefits: • Dental insurance • Health insurance • Life insurance • Paid time off • Retirement plan • Vision insurance

Schedule: • 8 hour shift • Monday to Friday

Education: • High school or equivalent (Preferred) **License/Certification:** • Driver's License (Required)



Attn: Sue Lawrence
City of Rainier

10/14/2021

Subject: Emergency Slide Repair

Item #	Description	Unit	Quantity	Unit price	Total Price
1	Mobilization	LS	1	\$ 14,000.00	\$ 14,000.00
2	Erosion Control	LS	1	\$ 3,900.00	\$ 3,900.00
5	Culvert Replacement	LS	1	\$ 50,000.00	\$ 50,000.00
6	Sewer Replacement (Includes 500LF of install see notes below)	LS	1	\$ 56,000.00	\$ 56,000.00
					\$ 123,900.00

Exclusions:

- 1.) Ground conditions are unknown excluding rock excavation and unsuitable excavation
- 2.) Excluding contaminated soil excavation and disposal
- 3.) Excludes removing and disposing of sewer manhole and pipe (Abandon only)
- 4.) Excludes any planting or plant restoration
- 5.) HMA Paving of 1st Street

Includes:

- 1.) Shoring and trench safety
- 2.) Stream diversion and pumping
- 3.) Erosion Control; Monitoring and Street Sweeping
- 4.) Remove and dispose of existing culvert
- 5.) Abandon existing sewer and manhole by cutting and plugging
- 6.) Clearing vegetation in excavation zone and disposal
- 7.) Excavation and disposal of embankment materials adjacent to culvert
- 8.) Installation of 60' 24" ADS Double Wall Water Tight Culvert to elevation of waterline on outlet
- 9.) Riprap splash pad to disperse water on outlet of culvert
- 10.) Riprap inlet to divert runoff into culvert from hillside
- 11.) Extension of 24" past current outfall down stream to prevent future slides
- 12.) Build-up embankment with imported fill material and use a mixed gabion and riprap on slope face as armor
- 13.) Install **500'** of 8" DR11 HDPE estimated 6.5' depth connecting upstream manhole to downstream manhole
- 14.) Testing of sewer piping
- 15.) Clean-up and disposal of debris

Notes:

- Assumes work to start fall 2021
- Pricing Based on mutually agreeable schedule
- Pricing valid for 30 days from date above
- Assumes deemed emergency work only needs city permit and no other agency permit required
- If sewer laterals are needed to be reconnected to sewer please figure T&M
- Upstream manhole is either located in the incorrect location on the plans or the manhole is buried under roadway. Measured distance of 500' not 411'
- Upsize Culvert to 36" adder of \$3,000.00

Sincerely,

Christopher Boehm
Advanced Excavating Specialists, LLC

Accepted

Date



BALLARD

MARINE CONSTRUCTION

A Proposal Prepared For:

Intake Cleaning

City of Rainier

Bid Date: 10/21/2021

Prepared By:

Ballard Marine Construction

John Snowden, Senior Project Manager

john.snowden@ballardmc.com

866.782.6750

CONFIDENTIALITY NOTE

The information contained in this document is legally privileged, confidential and intended only for the use of the individual and/or entity named above. This document may not be copied, duplicated, transferred or forwarded to anybody but the recipient. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this document is strictly prohibited. If you have received this document in error, please notify us by telephone and destroy the original document.

October 21, 2021

Sue Lawrence
City of Rainier
106 West B Street
Rainier, OR 97048

RE: Intake Cleaning

Mrs. Sue Lawrence,

Ballard Marine Construction (Ballard) appreciates the opportunity to submit our proposal for the Intake Cleaning as per your requested scope of work. Ballard personnel will comply with all local, state and federal rules and regulations pertaining to commercial diving.

Ballard looks forward to working with you on this project. Should additional information be required, or if I may be of further assistance, please do not hesitate to contact me.

Respectfully Submitted,

John Snowden

Digitally signed by John Snowden
DN: c=us, o=Ballard Marine Construction, ou=Northwest,
ou=Western Region, ou=Staff,
ou=Corporate, dc=ballardmc, dc=room
Date: 2021.10.21 09:06:15-07'00'

John Snowden, Senior Project Manager
Ballard Marine Construction
Mobile: 360.409.9601
Office: 360.718.3069

PROJECT OVERVIEW

Ballard Marine Construction (Ballard) will provide a 3-person dive crew and marine equipment to perform the internal intake structure cleaning and inspection. This project is quoted as day rates based on Ballard's Standard Tariff Rates.

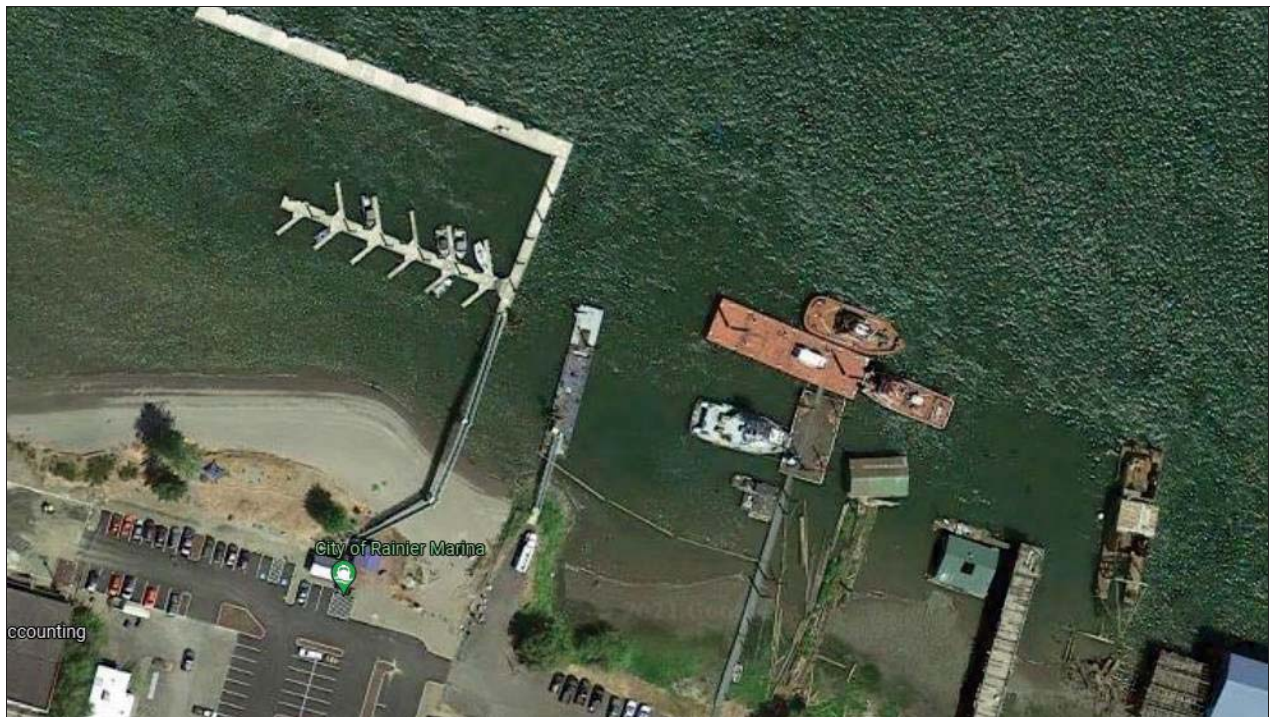
Client: **City of Rainier**

Start Date: TBD

Location: Intake structure

Duration

(est.):1-2 days



Project Location

PROJECT PRICING SUMMARY

Ballard Marine Construction Pricing Summary				
Item	Description	Unit Cost	Units	Total
1	Mobilization/Demobilization	\$975.00	LS	\$975.00
2	Dive inspection and cleaning	\$4,561.00	Day Rate	\$4,561.00
3	Inspection Report (including video)	\$550.00	LS	\$550.00
4	Total Estimate:			\$6,086.00
5	Consumables, Materials, and Third Party Services – Cost + 15%			

Notes applicable to Pricing Summary

- Working Day Rate – Mobilization ends and dive time begins when the crew reaches the project site. Dive time ends when the trailer and/or truck are loaded and the crew leaves the project site. Working Day Rate is charged at all times the crew is on the project site. Working Day Rate is based on the assumption that all work will occur between 0700 – 1700, Monday through Friday.
- Standby Rate – Standby Rate is charged when the crew is requested to stand by at an offsite location or near the project site. Standby Rates will be billed at a minimum of eight (8) hours per day (40 hours per week) at each employee's billable classification. Equipment will be billed at sixty percent (60%).
- Mobilization – Mobilization rates apply during travel time to the project site. Once on site and the crew starts setting up the project, the Working Day Rate applies.
- Demobilization – Demobilization rates apply after completion of the project, during travel time from the site and restocking of equipment.
- Dock Space and Services – Charges assessed for dock space and all dockside services while on hire to the Client.

EQUIPMENT

- Dive vessel w/ SSDS
- F-550 truck
- Portage w/ pump (sediment removal)
- Welder

PROJECT SPECIFIC NOTES, CLARIFICATIONS AND EXCLUSIONS

1. Pricing does not include a payment and/or performance bond (available upon request)
2. Pricing does not include any permits, environmental controls, or engineering.
3. BMC will remove and replace intake lid as found. The lid is tack welded and secured with what appears to be stainless steel fasteners. If the bolts were treated with anti-seize when installed they should come out ok however, if they were not and torqued down, they may not come out easily. Our quote is based on them coming out with no problems.
4. Sediment removed from inside of the intake structure will be deposited back into the river downstream and away from the structure.
5. The capability or extent in which Sediment removal in the lateral pipe can be performed is unknown at this time.

GENERAL NOTES, CLARIFICATIONS AND EXCLUSIONS

The following shall be made part of the contract and supersede any provisions thereof.

1. This proposal is contingent upon the parties reaching mutually agreeable terms and conditions under a formal written agreement.
2. Ballard and Client acknowledge this proposal is submitted in response to an RFP or other request (i.e., schedule of rates) from Client and is based on the assumptions and quantities specified therein. Ballard and Client also acknowledge that changes to the assumptions and/or fluctuations in the quantities may affect costs associated with providing the services contemplated under this proposal.
3. This proposal is contingent upon availability of personnel and equipment. Supply of equipment and associated rates provided are subject to availability.
4. Ballard dive teams are OSHA compliant and adhere strictly to ADCI regulations and guidelines. OSHA requires a minimum of a three (3) man properly trained dive team on each commercial diving project. Ballard requires its commercial divers to be graduates from an ADCI accredited dive school. Depending on site conditions, depth of water,

additional equipment, on site, etc., Ballard reserves the right to add more personnel (at the Client's expense) to safely perform the requested project.

5. Ballard will not absorb any weather downtime incurred, nor will it be responsible for any resulting costs.
6. Additional Client requested services, equipment or tooling (when available) will be charged at cost plus fifteen percent (15%).
7. Dive system maintenance time will be one (1) hour per day while on hire. Maintenance time will accrue up to eight (8) hours and not to be considered down time.
8. Client will be responsible for the mobilization of any other equipment required for the project, or such expenses can be billed at cost plus fifteen percent (15%).
9. Welders required for any Client provided equipment will be supplied by the Client or billed at cost plus fifteen percent (15%).
10. Working rules as per applicable local union agreement or prevailing wage/Davis Bacon wage as applicable. Ballard is signatory with Pile drivers/Divers Local 2520 (Alaska), 196 (Washington/Oregon), 34 (Northern California) and Operating Engineers Local 150 (Illinois, Indiana, Ohio).
11. Any permits required for the Project or performance of the services are the responsibility of Client. In addition, Client will be responsible for any customs, import/export fees, foreign tax, duties, work permits, tariffs or any other related fees associated to the Project. Client shall indemnify and hold harmless Ballard from any and all costs, including but not limited to penalties and fines, incurred as a result of Client's failure to obtain said customs, import/export fees, foreign tax, duties, tariffs or any other related fees.
12. Ballard pricing excludes the cost of obtaining performance or payment bonds. If requested by Client, said bonds shall be furnished at cost plus fifteen percent (15%).
13. Client is to provide sufficient access to and from the project site.
14. Ballard's supervisor/superintendent will have the ultimate decision-making authority concerning safe working conditions.
15. Ballard has sole discretion to evaluate on site weather conditions and determine whether or not work will be conducted/continue. These weather conditions may include snow, ice, lightning, high winds/surf, extreme heat or cold, poor visibility caused by fog, snow, heavy rain, etc.
16. Any deviation in site conditions, scope of services, and/or deliverables specified herein will be considered a change and subject to negotiation and agreement in writing prior to

commencement of such work. Notwithstanding the foregoing, Ballard may take immediate action to prevent the loss of life, limb, to prevent undue suffering, or to prevent further property or environmental damage as necessary without prior written authorization from Client. Any action so taken will be documented and an appropriate change order issued as soon as reasonably practical thereafter.

17. Unless specifically stated otherwise, this proposal does not include any environmental controls.
18. This proposal does not cover any expenses related to decontamination of equipment or reclamation of property contacted by contaminated materials at the work site during the project. Any diving equipment or support equipment contaminated by radio nuclides, damaged or destroyed by hydrocarbons, solvents, chemicals and/or other environmental conditions will be replaced at cost plus fifteen percent (15%) daily rental for the entire period.
19. Spoils, debris and trash disposal are NOT included in this proposal and are the responsibility of others. Damaged equipment will then become the property of the Client.
20. All pricing is quoted and to be paid in U.S. Dollars.
21. This estimate is good for 30 days.

The terms and pricing of this proposal and any subsequent contract assume no impact from an infectious disease outbreak, particularly the COVID-19 pandemic, whether directly or indirectly. Ballard Marine Construction's ability to comply with any schedule requirement contemplated by this proposal is directly contingent on a lack of impact by an infectious disease outbreak. Such impacts could include, but are not limited to: 1) any government or other public authority decision causing delay or impact; 2) any cost increase or lack of availability of personnel, materials, equipment and any other resources necessary for the performance of the work related to the proposal; or 3) any additional costs incurred to disinfect areas of the project site due to COVID-19 contamination or potential contamination. Ballard Marine Construction reserves its right to seek an extension of time and additional compensation if it or its subcontractors or suppliers are unable to maintain planned crew sizes due to an infectious disease outbreak, supply shortages or governmental restraints on business, travel or assembly or otherwise meet schedule requirements.

Rainier Police Department
Reportable Incidents
2021

INCIDENT	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	TOTAL
Abandoned Vehicles	3	2	6	0	0	1	5	7	9				33
Agency Assists	28	36	30	25	29	18	29	23	19				237
Alarms	7	10	2	8	1	9	4	2	9				52
Animal Complaints	5	4	7	2	1	6	8	8	3				44
Assault	1	1	1	0	1	2	4	0	0				10
Assault on Police	0	0	0	0	1	0	0	0	0				1
Attempt to Elude Police	0	1	2	0	0	1	0	0	1				5
Murder	0	0	0	0	0	0	0	0	0				0
Attempted suicide or suicidal	0	1	2	3	0	0	0	1	1				8
Burglary	0	0	0	1	2	4	1	3	1				12
Child Abuse	0	0	1	0	1	1	1	0	0				4
Citizen Assists	144	184	133	135	118	151	332	118	113				1428
City Ordinance Violations	4	1	12	2	3	14	14	14	6				70
Criminal Mischief	2	1	3	5	2	7	0	3	0				23
Criminal Trespass	0	4	2	0	1	2	0	2	1				12
Death Investigations	0	0	1	1	0	1	0	0	0				3
Disabled Vehicles	0	0	0	0	0	1	0	1	0				2
Disorderly Conduct	0	0	0	0	1	0	0	0	2				3
Disturbances	1	2	4	7	7	8	3	7	18				57
Domestic Disputes	1	1	2	0	1	0	2	4	1				12
Driving/Parking Complaints	8	11	16	16	10	17	21	29	8				136
Drug Activity	0	0	2	0	0	0	0	0	0				2
D.U.I.	3	3	3	2	1	2	0	2	3				19
Escape	0	0	0	0	0	0	0	0	0				0
False Info to Police	0	0	0	0	0	0	0	0	0				0
Forgery/Fraud	0	3	1	2	1	1	1	3	0				12
Follow Up	17	14	20	22	19	20	16	10	19				157
Furnishing Alcohol	0	0	0	0	0	0	0	0	0				0
Harassment	0	0	1	3	1	2	1	1	2				11
Hazard	11	10	5	3	5	7	6	8	3				58
Hit & Run	0	2	1	2	2	1	3	0	0				11
Juvenile Problems	0	1	2	2	6	5	2	3	0				21
Kidnapping	0	0	0	0	0	0	0	0	0				0
Menacing	0	0	0	0	0	0	0	0	2				2
M.I.P.	0	0	0	0	0	0	0	0	2				2
Misc.	5	4	3	7	8	1	6	6	9				49
Motor Vehicle Crashes	4	8	2	2	3	14	7	6	5				51
Premise Check	664	744	821	702	410	832	487	470	461				5591
Probation/ No contact Violation	1	0	0	0	0	0	0	0	0				1
Property Reports	8	2	3	2	6	7	9	11	5				53
Prowler	0	0	0	0	0	0	0	0	0				0
Rape	0	0	0	0	0	0	0	0	0				0
Reckless Driving	0	1	1	1	0	0	0	0	1				4
Recovered Stolen Vehicles	0	0	0	0	0	2	0	0	2				4
Resisting Arrest	0	0	0	0	0	0	0	0	0				0
Restraining Order Violations	0	0	2	1	1	1	0	0	0				5
Robbery	0	0	0	0	0	0	0	0	0				0
Search Warrants Served	1	1	0	0	0	0	0	0	0				2
Sex Crimes	1	0	0	0	1	0	0	1	2				5
Sex Offender Registration	1	4	0	4	0	4	2	3	5				23
Suspicious Circumstances	37	0	30	36	23	52	57	37	30				302
Theft	3	4	2	4	4	7	5	11	7				47
U.U.M.V.	0	0	0	1	0	3	0	4	2				10
Vehicle Impounds	0	0	0	0	0	0	0	0	0				0
Warrant Arrests	0	1	1	1	2	3	5	2	1				16
Weapon Charges	0	0	0	0	0	0	0	0	0				0
Welfare Check	5	8	6	7	5	10	7	4	9				61
TOTAL	965	1069	1130	1009	677	1217	1038	804	762	0	0	0	8671
Traffic / Parking													
Warnings	40	34	36	13	26	21	23	14	14				221
Citations	14	23	30	10	14	15	23	22	19				170
Total	54	57	66	23	40	36	46	36	33	0	0	0	391

City Administrator Report
November 1, 2021 Rainier Council Meeting

Mayor Cole and Members of the Council,

I spent part of October 1 working with our city planner on drafting an annexation ordinance. On October 5, Sue and I submitted information to the Department of Administrative Services to obtain funding for the Fox Creek Feasibility Study.

Sue and I met with representatives from ODOT and the CWCOG October 7 about the grant funding for the third phase of the riverfront trail project. The following day, Mayor Cole and I drove around town to examine possible code violations.

I finalized the paperwork for the riverfront trail grant October 12 and worked with the city's librarian to get the first Library Board meeting scheduled for November 6.

On October 13, I drafted Resolution 21-11-01 and sent it to the city attorney for review. I met with the Rainier Oregon Historical Society (ROHS) the next day to discuss the Memorandum of Understanding (MOU). That same day, I represented the city in municipal court on a case. Sue and I also met with representatives of the drainage district.

There was a fire at the old water plant October 15, and I responded to it. Right afterwards, I met with the county's new emergency management director. This involved some follow-up, including a meeting with a representative of the insurance company October 20 at the water plant and a call with Sue, CIS and SAIF later on that day.

Much time has gone into arranging for the demolition of the nuisance house at 516 East E Street.

Lastly, I attended a special Col-Pac meeting on October 21.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator

City of Rainier
 2021/2022 Budget Year
 9/30/2021

Budget Compared to Actual-Major Funds

Income/Expense

	2021/2022	9/30/2021	9/30/2021
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	177,556	11.36%
Expenditures	1,778,290	319,300	17.96%

	2021/2022	9/30/2021	9/30/2021
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	270,340	18.40%
Expenditures	1,732,561	583,559	33.68%

	2021/2022	9/30/2021	9/30/2021
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	199,062	20.80%
Expenditures	1,235,198	171,633	13.90%

	2021/2022	9/30/2021	9/30/2021
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	0	0.00%
Expenditures	520,512	21,529	4.14%

	2021/2022	9/30/2021	9/30/2021
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	40,693	16.38%
Expenditures	333,065	51,571	15.48%

*Excludes Beginning Balance

City of Rainier
2020/2021 Budget Year
9/30/2021
Budget Compared to Actual-Major Funds
Budget Variance by Appropriation

	2021/2022	9/30/2021	9/30/2021
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	177,556	11.36%
Expenditures			
10 General Government	388,638	27,569	7.09%
20 City Building Maintenance	13,500	1,835	13.59%
30 Land Use & Development	27,425	4,674	17.04%
50 Library	68,800	2,286	3.32%
60 Attorney	7,500	2,200	29.33%
70 Finance & Administration	56,117	15,499	27.62%
80 Municipal Court	61,084	16,449	26.93%
90 Public Properties	189,483	44,995	23.75%
100 Police Department	965,743	203,794	21.10%
	2021/2022	9/30/2021	9/30/2021
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	270,340	18.40%
Expenditures			
Personnel Services	454,307	109,160	24.03%
Material & Services	278,000	122,326	44.00%
Capital Outlay	0	0	0.00%
Transfers	956,944	352,073	36.79%
Contingencies	43,310	0	0.00%
	2021/2022	9/30/2021	9/30/2021
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	199,062	20.80%
Expenditures			
Personnel Services	488,346	118,013	24.17%
Material & Services	192,320	53,619	27.88%
Capital Outlay	0	0	0.00%
Transfers	512,382	0	0.00%
Contingencies	42,150	0	0.00%
	2021/2022	9/30/2021	9/30/2021
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	0	0.00%
Expenditures			
Material & Services	80,400	21,529	26.78%
Capital Outlay	65,000	0	0.00%
Contingencies	300,000	0	0.00%
Property Purchase Reserve	75,112	0	0.00%
	2021/2022	9/30/2021	9/30/2021
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	40,693	16.38%
Expenditures			
Personnel Services	66,643	19,693	29.55%
Material & Services	118,150	31,878	26.98%
Capital Outlay	0	0	0.00%
Contingencies	2,144	0	0.00%
Transfers	146,128	0	0.00%

*Excludes Beginning Balance

Accounts Payable

Checks by Date - Summary by Check Date

User: elisha
Printed: 10/25/2021 9:59 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
10437	3000	ALS Group USA, Corp.	09/01/2021	528.00
10438	2220	Baker & Taylor	09/01/2021	205.67
10439	2262	Christina Ishii	09/01/2021	355.00
10440	673	Cintas Corporation	09/01/2021	147.71
10441	244	Clatskanie PUD	09/01/2021	10,336.68
10442	446	Columbia County Clerk	09/01/2021	192.00
10443	3513	Comcast	09/01/2021	176.94
10444	3341	FERGUSON ENTERPRISES #3007	09/01/2021	479.56
10445	3145	First Data Merchant Services	09/01/2021	27.94
10446	053	Grainger	09/01/2021	8.49
10447	581	Home Depot Credit Services	09/01/2021	1,401.48
10448	3450	Elizabeth Lawrence	09/01/2021	65.20
10449	3655	Leeway Engineering Solutions, LLC	09/01/2021	1,978.50
10450	3644	More Power Computers, Inc.	09/01/2021	2,429.62
10451	1028	Office Depot	09/01/2021	62.66
10452	055	Pauly, Rogers and Co., PC	09/01/2021	14,700.00
10453	3368	Ross Recreation Equipment Inc.	09/01/2021	580.92
10454	135	Star Rentals & Sales	09/01/2021	2,940.32
10455	1054	The Automation Group, Inc.	09/01/2021	917.77
10456	3470	Tribeca Transport LLC	09/01/2021	7,000.47
10457	3377	United Site Services	09/01/2021	190.00
10458	089	USA Blue Book	09/01/2021	345.80
10459	101	V O Printers, Inc	09/01/2021	140.68
10460	3577	Wasco County Landfill, Inc.	09/01/2021	2,700.93
10461	078	Watkins Tractor & Supply Co	09/01/2021	323.86
10462	3653	West Yost & Associates, Inc.	09/01/2021	26,176.45
10463	035	Wilcox & Flegel	09/01/2021	277.25
10464	035	Wilcox & Flegel	09/01/2021	587.63
Total for 9/1/2021:				75,277.53
10465	1069	Applied Industrial Technologies	09/15/2021	959.79
10466	2220	Baker & Taylor	09/15/2021	144.64
10467	520	BCX, Inc.	09/15/2021	3,720.00
10468	3586	Kenneth P. Buell	09/15/2021	696.00
10469	673	Cintas Corporation	09/15/2021	264.53
10470	097	Columbia County Treasurer	09/15/2021	235.00
10471	3513	Comcast	09/15/2021	331.00
10472	3669	Comcast Business	09/15/2021	425.96
10473	3514	Core & Main LP	09/15/2021	19,273.54
10474	3574	Correct Equipment, Inc.	09/15/2021	1,787.23
10475	2167	Country Media Inc.	09/15/2021	26.60
10476	056	Cutright Supply	09/15/2021	64.60
10477	3161	Day Management	09/15/2021	67.20
10478	1035	DEMCO	09/15/2021	304.50
10479	3165	Earth20	09/15/2021	48.98
10480	3165	Earth20	09/15/2021	34.38

Check No	Vendor No	Vendor Name	Check Date	Check Amount
10481	3771	Ed Humfleet Transport	09/15/2021	1,000.00
10482	053	Grainger	09/15/2021	717.60
10483	3773	Rose and Anthony Hall	09/15/2021	50.00
10484	3632	Hydrotec Enterprises LLC	09/15/2021	99.03
10485	3085	Lewis River Reforestation, Inc.	09/15/2021	7,020.00
10486	517	Lexipol LLC	09/15/2021	4,043.55
10487	3772	Lower Columbia Engineering LLC	09/15/2021	4,581.25
10488	3635	Lower Columbia Occupational Health	09/15/2021	100.00
10489	049	Mallory Company	09/15/2021	52.25
10490	3021	Marlin Business Bank	09/15/2021	178.98
10491	3025	Northstar Chemical, Inc.	09/15/2021	820.70
10492	182	NW Natural	09/15/2021	27.50
10493	3460	Office Express, Inc.	09/15/2021	35.50
10494	060	One Call Concepts Inc	09/15/2021	14.40
10495	996	Oregon Department of Revenue	09/15/2021	684.50
10496	2244	O'Reilly Auto Parts	09/15/2021	89.15
10497	382	Postmaster	09/15/2021	384.25
10498	152	Purchase Power	09/15/2021	500.00
10499	029	Quill Corporation	09/15/2021	387.71
10500	096	Rainier Police Department	09/15/2021	413.00
10501	3774	Ridgecrest Products, Inc.	09/15/2021	163.00
10502	3664	SAIF	09/15/2021	9,268.78
10503	132	Springbrook SpringbrookHolding Company	09/15/2021	287.00
10504	135	Star Rentals & Sales	09/15/2021	3,048.42
10505	022	Stephen D. Petersen, LLC	09/15/2021	1,015.00
10506	030	True Value	09/15/2021	73.98
10507	3377	United Site Services	09/15/2021	114.00
10508	089	USA Blue Book	09/15/2021	180.71
10509	078	Watkins Tractor & Supply Co	09/15/2021	1,065.16
10510	052	Wood's Logging Supply, Inc	09/15/2021	153.00
Total for 9/15/2021:				64,952.37
10518	3641	Assoc. for Rural & Small Libraries	09/29/2021	150.00
10519	818	AT&T Mobility	09/29/2021	34.22
10520	2220	Baker & Taylor	09/29/2021	282.63
10521	673	Cintas Corporation	09/29/2021	264.53
10522	044	Columbia River PUD	09/29/2021	264.18
10523	057	Cowlitz River Rigging Inc	09/29/2021	61.38
10524	3604	Fastenal Company	09/29/2021	39.00
10525	837	Global Security & Comm. Inc.	09/29/2021	1,969.00
10526	778	Kenneth Holly	09/29/2021	202.92
10527	581	Home Depot Credit Services	09/29/2021	663.64
10528	3545	InRoads Credit Union	09/29/2021	1,155.93
10529	3777	Lower Columbia Estuary Partnership	09/29/2021	24,611.40
10530	2028	Metro Overhead Door	09/29/2021	111.00
10531	3644	More Power Computers, Inc.	09/29/2021	2,429.84
10532	426	NCL of Wisconsin	09/29/2021	255.78
10533	619	Northwest Parking Equip. Co.	09/29/2021	11,433.40
10534	1028	Office Depot	09/29/2021	101.85
10535	2259	Otis Elevator Company	09/29/2021	3,202.20
10536	3178	Paramount Supply Co.	09/29/2021	279.40
10537	2325	Cynthia L. Phillips	09/29/2021	300.00
10538	3372	Polydyne Inc.	09/29/2021	3,523.14
10539	3080	Ricoh USA, Inc.	09/29/2021	169.35
10540	469	United Battery	09/29/2021	552.35
10541	3512	Verizon	09/29/2021	251.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
10542	490	Whitney Equipment Co.	09/29/2021	149.68
10543	035	Wilcox & Flegel	09/29/2021	187.03
10544	035	Wilcox & Flegel	09/29/2021	604.40
10545	244	Clatskanie PUD	09/29/2021	10,213.17
Total for 9/29/2021:				63,462.82
ACH	1123	OR DEPT OF JUSTICE	09/30/2021	627.00
ACH	FED TX	EFT Federal tax dep	09/30/2021	9,592.61
ACH	FICA	EFT EE/ER FICA	09/30/2021	12,128.42
ACH	Medicare	EFT EE/ER Medicare	09/30/2021	2,836.46
ACH	OR ST Tx	EFT Employee Oregon St Tx	09/30/2021	6,518.15
ACH	PERSEE	EFT PERS Employee /Employer Pa	09/30/2021	5,502.86
ACH	PERSER	EFT PERS Employer Paid	09/30/2021	16,422.07
ACH	PERU	EFT PERS Units	09/30/2021	2.48
10511	985	AFLAC	09/30/2021	152.59
10512	077	CIS Trust	09/30/2021	325.65
10513	3618	Office of the Trustee	09/30/2021	950.00
10514	ORSGP	Oregon Savings Growth Plan	09/30/2021	4,046.16
10515	079	Oregon Teamster Employer Trust	09/30/2021	27,165.28
10516	995	Teamsters Local No. 58	09/30/2021	841.00
10517	3778	WilliamS. Jorgensen	09/30/2021	398.10
Total for 9/30/2021:				87,508.83
Report Total (117 checks):				291,201.55

CITY OF RAINIER
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
9/01/2021-9/30/2021

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	396,864.94		
PERS Deposits -			
New Ending Balance	396,864.94	0.00	0.00
			<u>396,864.94</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,327.62			
Ending Balance SHCU 760072-2	477,455.32			
Deposits not Shown on Statement		12,951.27		
Outstanding Cks and Other Debits	105,941.83			
PERS Outstanding	21,927.44			
PERS Adjustment				
Ending Balance	511,782.94	127,869.27	12,951.27	
				<u>396,864.94</u>
				0.00

LGIP STATEMENT SUMMARY				
Beginning Balance	5,974,349.44			
Deposits			8,676.51	
Withdrawals				
Interest			2,703.43	
S/C		0.00		
Ending Balance	5,974,349.44	0.00	11,379.94	
				<u>5,985,729.38</u>

TOTAL CASH 6,382,594.32

GENERAL LEDGER RECONCILIATION
9/01/2021-9/30/2021

	09/01/21				09/30/21	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,062,646.05	122,182.63	197,095.40		1,987,733.28	
20 Debt	12,023.00	352,073.00	0.00		364,096.00	
30 Sewer	649,084.75	161,160.60	549,279.22		260,966.13	
40 Water	617,259.92	26,585.47	59,096.50		584,748.89	
50 Timber	1,242,663.59	0.00	7,334.38		1,235,329.21	
60 Street	253,949.02	14,585.94	17,908.09		250,626.87	
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	275,487.92	592,583.60	2,913.99		865,157.53	
84 Water Capital	141,794.78	76,778.15	115,009.22		103,563.71	
85 Transportation Capital	426,243.05	0.00	3,404.10		422,838.95	
90 Library Trust	93,943.17	52.11	354.92		93,640.36	
General Ledger Total	<u>5,988,988.64</u>				<u>6,382,594.32</u>	0.00

Completed by: _____ Date: _____ Approved by: _____ Date: _____