

Rainier Economic Development Council Minutes
July 6, 2026
Rainier City Hall
106 West B Street
Rainier, OR 97048

Call Meeting to Order

The meeting was called to order by REDCO President Mike Kreger at 5:35 p.m.

Roll Call

Board Present: Scott Cooper, Robert duPlessis, Mike Kreger, Paul Langner and Denise Watson

Board Absent: Jeremy Howell and Charleen Ratkie

Staff Present: W. Scott Jorgensen, City Administrator; Russ Reigel, Public Works Director

Agenda

- a. Approve June 8, 2026 REDCO Meeting Minutes—Scott Cooper moved to approve the minutes. That motion was seconded by Paul Langner. Cooper, Robert duPlessis, Kreger, Langner and Denise Watson all voted in favor. None were opposed.
- b. Approve Financial Statements—Langner moved to approve the financial statements. That motion was seconded by Cooper. Cooper, duPlessis, Kreger, Langner and Watson all voted in favor. None were opposed.
- c. Resolution 117—Stating Authorized Officers and Signers for the Purpose of Public Funds Banking Accounts—Cooper moved to approve the resolution. That motion was seconded by duPlessis. Cooper, duPlessis, Kreger, Langner and Watson all voted in favor. None were opposed.
- d. Approve IGA with Rainier School District for Infrastructure Repair—Watson suggested an edit to section 11 of the IGA, in which instead of saying “mayor,” it says REDCO president or delegated representative as assigned. Board members agreed by consensus to that proposed change, and to bring the IGA back to the next meeting.
- e. Award Bid for Infrastructure Repair—Langner suggested that this be tabled until the IGA is in place. Board members agreed by consensus.

Adjourn Meeting

Kreger adjourned the meeting at 5:51 p.m.

Mike Kreger, President

Date_____

Robert duPlessis, Secretary

Date_____

RAINIER ECONOMIC DEVELOPMENT COUNCIL

8/3/2026

Accounts Payable Listing:

Approve Accounts Payable:			
Vendor	Invoice #	Inv Date	Amount
Singer Lewak	Inv692977	07/01/26	\$ 2,300.00

Total			<u><u>\$ 2,300.00</u></u>
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Chair

Date

Treasurer

Date

REDCO

Public Fund Checking - 1, Period Ending 06/30/2026

RECONCILIATION REPORT

Reconciled on: 07/24/2026

Reconciled by: Elisha Shulda

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	9,381.84
Checks and payments cleared (3)	-3,385.78
Deposits and other credits cleared (0)	0.00
Statement ending balance	5,996.06
Register balance as of 06/30/2026	5,996.06

Details				
Checks and payments cleared (3)				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/26/2026	Check	1171	City of Rainier	-2,200.00
05/26/2026	Check	1172	City of Rainier	-935.78
05/26/2026	Check	1173	City of Rainier	-250.00
Total				-3,385.78



P.O. Box 537
St. Helens, OR 97051
503.397.2376
inroadscu.org



2126



0000

Rainier Economic Development Council
PO BOX 100
Rainier OR 97048

Statement Date

06/30/26

Account #

XXXXXXXX04

Good Things
Are Better
Together

Scan to learn
more about our
referral program!



Statement Summary

Deposit Accounts

Total Balance: **\$6,001.06**

Account Type	Previous Balance	Deposits	Withdrawals	Ending Balance
Public Funds Checking (XXXXXXXX04)	9,381.84	0.00	3,385.78	5,996.06
Public Funds Membership Sav (XXXXXXXX01)	5.00	0.00	0.00	5.00

Public Funds Checking (XXXXXXXX04) 06-01-26 To 06-30-26

Previous Balance: **\$9,381.84**

Post Date	Tran Date	Description	Deposits	Withdrawals	Ending Balance
06-10		Over Counter Check 1173		250.00	9,131.84
06-10		Over Counter Check 1172		935.78	8,196.06
06-10		Over Counter Check 1171		2,200.00	5,996.06

Ending Balance: **\$5,996.06**

Cleared Items This Period

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
06-10	1171	2,200.00	06-10	1172	935.78	06-10	1173	250.00

* Indicates a break in check number sequence

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Public Funds Membership Sav (XXXXXXXX01) 06-01-26 To 06-30-26

Previous Balance: **\$5.00**

Post Date	Tran Date	Description	Deposits	Withdrawals	Ending Balance
		No Activity During This Statement Period			

Ending Balance: **\$5.00**

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Dividends Earned YTD 0.00

0.00% Annual Percentage Yield earned from 06/01/2026 to 06/30/2026 on avg. daily balance of \$5.00

REDCO

Oregon State Treasury (LGIP), Period Ending 06/30/2026

RECONCILIATION REPORT

Reconciled on: 07/24/2026

Reconciled by: Elisha Shulda

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance	754,337.91
Checks and payments cleared (1)	-0.05
Deposits and other credits cleared (3)	7,904.05
Statement ending balance	762,241.91
Register balance as of 06/30/2026	762,241.91

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/01/2025	Check	2	Columbia County Treasurer	-0.05
Total				-0.05

Deposits and other credits cleared (3)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/09/2026	Deposit		Columbia County Treasurer	5,146.92
06/30/2026	Deposit		Columbia County Treasurer	264.68
06/30/2026	Deposit		Columbia County Treasurer	2,492.45
Total				7,904.05

For the Month Ending **June 30, 2026**

5606

Closing Balance	762,241.91
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Dividends 2,492.45 30,784.78

Scott Jorgensen

From: Stephen D Petersen <SPetersen@petersenatlaw.com>
Sent: Monday, July 13, 2026 4:45 PM
To: Scott Jorgensen; Lindsay Jurvakainen; Brandy Lehde
Subject: RE: School District IGAs

Scott: The changes match my suggestions. I would add to the REDC agreement that the other goal will drastically reduce excessive stormwater being processed by the City or words to that affect.

From: Scott Jorgensen <Sjorgensen@cityofrainier.com>
Sent: Monday, July 13, 2026 8:45 AM
To: Stephen D Petersen <SPetersen@petersenatlaw.com>; Lindsay Jurvakainen <Lindsay@petersenatlaw.com>; Brandy Lehde <BLEhde@petersenatlaw.com>
Subject: School District IGAs

Steve,

I've made the changes to both documents that you suggested last week. Can you look these over and verify that those changes match your suggestions and that they are both legally sound?

W. Scott Jorgensen, Executive MPA
City Administrator
City of Rainier
503-556-7301

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE RAINIER ECONOMIC DEVELOPMENT COUNCIL
and
RAINIER SCHOOL DISTRICT #13

THIS AGREEMENT is made this August 10, 2026 by and between the Rainier Economic Development Council (“REDCO”) and Rainier School District #13 (“School District”).

RECITALS

A. Purpose: During heavy rain events, the City of Rainier’s wastewater treatment plant becomes inundated with excessive stormwater. That has led to violations and a Mutual Agreement and Order (MAO) with the Oregon Department of Environmental Quality.

Failure to address the inflow and infiltration into the wastewater system could result in the City having to take out loans to upgrade capacity at the treatment plant, saddling generations of taxpaying residents with debt.

A significant source of inflow and infiltration is the 3,000-foot sewer line that runs from the Rainier School District (RSD) property into the City’s system. Root intrusion has left portions of the line porous, enabling stormwater to enter the lines and make its way to the plant.

Flow monitoring conducted by the City in 2026 confirms that upwards of 200,000 gallons of stormwater per day enters the wastewater treatment plant during heavy rain events. This project aims to reduce and/or eliminate that excess flow.

This project also accomplishes other goals, including some that were included in the original Rainier Waterfront Urban Renewal Plan from 1995. One is improving the water quality on the Columbia River. Another is to create separation between the City’s stormwater and wastewater systems.

B. Rainier School District #13 (School District) is governed by the Rainier School Board, an independent local unit of government.

C. REDCO is a limited purpose governmental unit organized pursuant to Chapter 457 of Oregon Revised Statutes (ORS) to prepare and undertake urban renewal projects and activities (“projects”) pursuant to one or more urban renewal plans (“Plans”).

D. Pursuant to ORS Chapter 190.030, both parties are allowed to enter into this intergovernmental agreement.

- E. On or about January 1975, the School District and the City of Rainier entered into an agreement for water and sewer services. A copy of said agreement for water and sewer services is marked Exhibit "A," attached hereto and by this reference incorporated herein.
- F. Pursuant to the Agreement for water and sewer services, the School District was required to do the following, to wit:
1. Obtain appropriate easements to enable the lines to be extended from the existing City system to the Briarcliff property.
 2. Build all facilities necessary for such service and lines at the District's expense, including any portions located within the City limits.

Many portions of the sewer line installed by the District have since come into a state of disrepair. As such, the parties agree as follows:

1. REDCO will make the necessary repairs to line the existing sewer line with continuous liner made of flexible fabric tube saturated with thermosetting resin.
2. The District shall be obligated to adhere to all agreements set out in the Agreement for water and sewer services, except as modified by this new Agreement.
3. The District agrees to grant all necessary permits and easements to the line so that REDCO is able to repair and replace the damaged line.
4. In consideration of entering into this Agreement, REDCO agrees to pay for the initial repairs to the sewer line.
5. This Agreement shall be in effect on the 10th day of August, 2026 and ending June 30, 2027.
6. Severability. In the event any of the provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding upon both parties.
7. Notice. Any notice herein required or permitted to be given shall be in writing and shall be effective when actually received and may be given by hand delivery or by the United States mail, First Class, postage prepaid, addressed to the parties as follows:

If to REDCO:

Rainier Economic Development Council
Attention: President
PO Box 100
Rainier, OR 97048

If to School District:
Rainier School District #13
Attention: Superintendent
28168 Old Rainier Road
Rainier, OR 97048

Changes to a party's address shall be noticed to the other in the manner provided in this paragraph.

8. Dispute Resolution. The parties shall first attempt to resolve any disputes by negotiation between the REDCO President, or delegated representative as assigned, and the Superintendent of the Rainier School District followed by submission of the dispute to the governing bodies of the parties if negotiation fails to resolve the dispute, or for ratification or verification if negotiations successfully resolve the dispute.
9. Nonwaiver. Failure by any party, at any time, to require performance by the other party of any provision hereof shall in no way affect such party's rights to enforce the same, nor shall any waiver by any party of the breach of this Agreement be held to be a waiver of any succeeding breach or a wavier of this clause.
10. Binding Effect. The covenants, conditions and term of this Agreement shall extend to and be binding upon and inure to the benefit of the parties' successors and assigns.
11. Merger. This Agreement embodies the entire agreement and understanding between the parties and supersedes all previous agreements and understandings.
12. Further Clarification/Memoranda. Upon identification of the provisions of this Agreement that need further interpretation or clarification, the parties may prepare memoranda of understanding detailing the agreed upon interpretation of this Agreement. Such memoranda shall be presented for review and approval of the governing bodies of the parties.

Print Name: Michael Kreger

Title: President

Signature: _____

Date: _____

RAINIER SCHOOL DISTRICT

Print Name: Chad Holloway

Title: Superintendent

Signature: _____

Date: _____

AGREEMENT FOR WATER AND SEWER SERVICE

THIS AGREEMENT is entered into between COLUMBIA COUNTY SCHOOL DISTRICT NUMBER 13, Rainier, Oregon (District) and the CITY OF RAINIER (City), by authority of their respective Councils and Board of Directors. It is agreed:

1. The District has purchased property known as the Briarcliff property lying outside of and West of the City of Rainier and proposes to erect a high School and elementary school at that location and possibly future other uses of the property for school purposes will be made. It is agreed between the District and the City that the City will permit sewer line connection at the City's nearest sewer man-hole on "B" Street West, to the District for the Briarcliff property, subject to the provisions contained herein.

2. It will be the responsibility of the District to obtain appropriate easements to enable lines to be extended from the existing City system to the Briarcliff property and the District shall build all facilities necessary for such service and lines at the District's expense, including that part within the City limits.

3. The District will own and maintain the sewer line to the point where it enters the present City limits. Portions within the present City limits will be owned, operated and maintained by the City.

4. At such future time as any property served by the sewer line installed by the District become a part of the City of Rainier, the City and the District agree, in good faith, to review the method of handling maintenance, operation and ownership of said sewer lines. In no event shall the City be required to assume the maintenance or operation of said sewer line, unless said sewer line is in first class condition and does not have potential for future excessive maintenance costs.

No connection shall be made to that portion of the line owned by the District without District and City approval.

*Recorder
166-200-0135
IGA Approved*

*Columbia County School
Dist 13
New
Agreement
1991*

5. The District and any other property owner later connecting to said sewer line shall pay the City an appropriate monthly charge for said sewer service commencing when such service begins. The charge shall not exceed and shall be calculated on the same basis as service to other property owners living within the City using comparable services.

6. The District and any other property owner later connecting to said line shall pay to the City a sewer connection charge. Said sewer connection charge is to pay the user's proportionate share of the cost of the construction of the City's sewage treatment plant and related facilities. The sewer connection charge the District shall pay shall be \$35,500.00. The District sewer connection charge is based upon the existing or intended use of the property at this time, which is for a high school, elementary school, auditorium, pool and related buildings and facilities to accommodate up to 1,500 students. In the event District property is improved, expanded or otherwise modified for education purposes, so as to increase the connection fee due from that property, a sewer connection fee shall be levied for the modified portion of the District's property based upon connection fee in effect by the City at the time of the modification. The sewer line shall not be connected to any District property that is not used or to be used for educational purposes.

7. Connections to the sewer line installed by the District shall not be permitted to any property not District owned without the consent of the City. At such time as any other property is connected to a sewer line that is installed by the District, the City agrees to charge, in addition to the regular connection fee, a connecting surcharge of not less than \$750. per single family household served. The surcharge for connections for other types of use shall be based upon a reasonable estimate of the volume of use as compared to that of a single family household. Such connection surcharge will be paid by the City to the District in partial reimburse-

ment for its expense in installing such line. Such connection surcharge shall be paid to the District for a period of 15 years, or until such a time as the District recovers its cost of construction of said line, whichever event occurs first, except that said connection surcharge shall not be paid to District for connections made between the nearest man-hole to the present City limits and the above mentioned man-hole on "B" Street West, after 50% of the actual cost of construction of that part of the line between said man-holes is recovered by the District from connections made to that portion of the line. The District shall let bids for and construct said portion of the line in such a manner that actual cost can be ascertained with reasonable accuracy.

8. The District will construct the sewer line in conformance with accepted engineering and sanitary practices and will comply with the requirements of applicable regulatory agencies. Attached is a copy of Architects and Engineers Specifications and Addendums marked "Exhibit B" and hereby made a part of this agreement. The line will be designed with sufficient capacity to serve expected growth. It is agreed that the gravity portion of the said line will be sufficient if the line to the City limits is of an 8" diameter and the line within the City limits to the man-hole is of a 10" diameter. The City shall have the right to inspect and witness tests of said line and require that the lines meet the above standards; however, it is expressly understood and agreed between the parties that the exercise or non-exercise of said right by the City shall not be construed as approving the line in determining the condition or potential for future excessive costs of maintenance of said line under the above paragraph 4.

9. The City agrees to grant all necessary permits and easements to the District to enable construction of said lines and related facilities adjacent to or beneath the City streets, roads and property.

10. Use of the Rainier public sewers by the District shall meet the require-

ments and conditions as stated in "Exhibit A" attached hereto and made a part hereof, and any future duly enacted ordinances or modifications for use of public sewers so long as said requirements and conditions are applicable to all Rainier public sewer facilities on the same basis.

11. At such time as the District may have requirement for City water for said properties, the City will provide water to the extent of resources available at a cost and upon terms as may be reasonable at the time.

DATED this 21st day of January, 19 75.

COLUMBIA COUNTY SCHOOL DISTRICT NO. 13
Rainier, Oregon

Dale Bonser

CITY OF RAINIER
Rainier, Oregon

Borgmiller
(President of the Council)

ments and conditions as stated in "Exhibit A" attached hereto and made a part hereof, and any future duly enacted ordinances or modifications for use of public sewers so long as said requirements and conditions are applicable to all Rainier public sewer facilities on the same basis.

11. At such time as the District may have requirement for City water for said properties, the City will provide water to the extent of resources available at a cost and upon terms as may be reasonable at the time.

DATED this _____ day of _____, 19____.

COLUMBIA COUNTY SCHOOL DISTRICT NO. 13
Rainier, Oregon

CITY OF RAINIER
Rainier, Oregon

"EXHIBIT A"

Use of the Public Sewers

A. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer.

B. Storm water and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers or to a natural outlet. Industrial cooling water or unpolluted process water may be discharged to a storm sewer or natural outlet.

C. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described water or wastes to any public sewer:

(1) Any liquid or vapor having a temperature higher than 150 degrees C.

(2) Any gasoline, grease, oils, paint, benzine, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(3) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, wax, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstructions to the flow in sewers or other interference with the proper operation of the sewer works.

(4) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant.

(5) Any waters or wastes having a pH lower than 6.0 or higher than 9.0 or having any corrosive property capable of causing damage to structures, equipment and personnel of the sewage works.

(6) Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle

such material at the sewage treatment plant.

(7) Any noxious or malodorous gas or substance capable of creating a public nuisance, including the contents of septic tanks and cesspools, without written consent of the City.

D. Grease, oil, and sand interceptors shall be provided, when, in the opinion of the City, they are necessary for the proper handling of liquid wastes containing grease in excessive amount, or any flammable wastes, sand and other harmful ingredients, except that such interceptors shall not be required for private living quarters. All interceptors shall be of a type and capacity approved by the City and shall be located so as to be readily and easily accessible for cleaning and inspection, and shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

E. The admission into the public sewers of any waters or wastes having (a) a "BOD" demand greater than 300 milligrams per liter, or (b) containing more than 350 milligrams per liter of suspended solids, or (c) having an average daily flow greater than 2 percent of the average daily sewage flow of the City shall be subject to the review and approval of the City. Where necessary in the opinion of the City, the owner shall provide, at his expense, such preliminary treatment as may be necessary. Plans, specifications and any other pertinent information relating to the proposed preliminary treatment facilities shall be submitted for the approval of the City and the Department of Environmental Quality, and no construction of such facilities shall be commenced until said approvals are obtained in writing.

F. When required by the City, the owner of any property served by a building sewer carrying industrial wastes shall install a suitable control structure in the building sewer to facilitate observation, sampling and measurement

of the wastes. Said structure shall be accessible and safely locked, and shall be constructed in accordance with plans approved by the City. The structure shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times.

G. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation, by the owner at his expense.

H. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made above shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Sewage," published by the American Public Health Association, and shall be determined at the control structure. In the event that no special man-hole has been required, the control structure shall be considered to be the nearest downstream man-hole in the public sewer to the point at which the building sewer is connected.

SPECIFICATIONS

"Exhibit B"

SANITARY SEWER SYSTEM

RAINIER SCHOOL DISTRICT

COLUMBIA COUNTY SCHOOL DISTRICT NO. 13

RAINIER, OREGON

January 15, 1975

ANNAND, BOONE & ASSOCIATES, P.C.
3933 S.W. Kelly Street
Portland, Oregon 97201

ARCHITECTS

MORRISON, FUNATAKE & ASSOCIATES, INC.
2007 S.E. Ash Street
Portland, Oregon 97214

CONSULTING ENGINEERS

SANITARY SEWER SYSTEM

1. GENERAL

A. CODES

Make installation of all items in complete accordance with all Codes or Regulations set forth by State and local authorities. In case Drawings or Specifications conflict with Code requirements, the Code governs, however, the specifications are to be considered as minimum. Obtain and pay for all permits, licenses and taxes applicable to this work as required by law.

B. GUARANTEE

Guarantee replacement, at no cost to Owner, of all faulty materials and workmanship and pay for any damage to other work resulting therefrom. Period of guarantee to extend one year from date of acceptance of installation by Owner. Owner, or his representative will give notice of observed defects with reasonable promptness.

C. LAYOUT OF THE WORK

The school district will retain a professional land surveyor to locate manhole center lines, establish manhole inlet, and discharge invert elevations and establish the starting point and elevation at the future pumping station. The surveyor will establish reference bench marks convenient to the contractor. It will be the contractor's responsibility to establish line locations, elevations and slopes between manholes.

D. PROTECTION OF EXISTING UTILITIES

The Drawings show the approximate location of existing overhead power lines, water, storm sewer, sanitary sewer and other utilities adjacent to the lines of this project. This data has been compiled from serving utility records but are to be used for informational purposes only and the accuracy of these layouts is not guaranteed. The contractor shall contact all utility companies involved for verification of utility locations and shall make excavations and borings ahead of his work where necessary to determine the exact location of these utilities.

The existing utilities shown on Drawings or location of which is made known to Contractor prior to excavation shall be protected from damage during excavation and backfill and if damaged shall be repaired by Contractor at his expense.

D. PROTECTION OF EXISTING UTILITIES (cont.)

In the event of interruption to water or to other utility services as a result of accidental breakage, or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority. He shall cooperate with the said authority in restoration of service as promptly as possible. In no case shall interruption of any water or utility service be allowed to exist outside working hours unless prior approval is received.

E. PUBLIC SAFETY AND CONVENIENCE

The contractor shall comply with all rules and regulations of the State of Oregon, Columbia County and City of Rainier authorities regarding traffic control, public safety, barricades, etc. Obtain permits from the governing authorities and comply with all requirements of the authority having jurisdiction.

The Contractor shall, at all times, conduct his work so as to assure the least possible obstruction to traffic and normal commercial pursuits. All obstructions within traveled roadways shall be protected by approved signs, barricades and lights where necessary for the safety of the traveling public. The convenience of the general public and residents along the sewer and the protection of persons and property is of prime importance and shall be provided for by the Contractor in an adequate and satisfactory manner. No private residential driveway may be closed or obstructed except under authority by written permission of the property owner affected. All expenses in providing for the construction and maintenance of temporary facilities as well as signs, barricades and lights shall be borne by the contractor.

The contractor shall use every reasonable precaution to safeguard the persons and property of the traveling public. Failure of the Architect to notify the Contractor to maintain barricades, barriers, lights, flares, danger signals, or watchmen shall not relieve the Contractor from his responsibility. All barricades and obstructions shall be protected at night by signal lights which shall be suitably distributed across the roadway and kept burning from sunset to sunrise. Barricades shall be of substantial construction.

Whenever the Contractor's operations create a hazardous condition, he shall furnish flagmen as necessary to give adequate warning to the public of any dangerous conditions to be encountered. He shall furnish, erect, and maintain approved fences, barricades, lights, signs, and any other devices which may be necessary to prevent accidents and to avoid damage and injury to the public.

E. PUBLIC SAFETY AND CONVENIENCE (cont.)

Flagmen while on duty and assigned to give warning to the public, shall be equipped with approved red wearing apparel and a red flag which shall be kept clean and in good repair. Signs, flags, lights, and other warning and safety devices shall meet the requirements of the current safety manual of the Oregon State Highway Department.

F. SANITARY FACILITIES

Contractor shall provide chemical toilets for use of workmen. Same shall be kept clean and sanitary for duration of the job and shall be removed at completion of the work.

G. WATER FOR CONSTRUCTION

Contractor shall make all arrangements and pay for all costs involved for any temporary water service required for construction.

H. ELECTRICITY

No electricity will be available from school district property. The contractor shall provide necessary temporary service or portable equipment for emergency night lighting.

I. TEMPORARY OFFICES AND STORAGE SHEDS

Temporary Contractor's office or shed if desired by the contractor shall be provided by the Contractor and located as directed by the Architect on available school district property. At completion of the job Contractor shall remove sheds and clean the area of all debris.

J. CLEAN-UP

Clean-up of all construction debris, excess excavation, excess materials and complete restoration of all signposts and similar items shall be completed immediately following the final backfilling and testing. The Contractor shall stockpile the excavated trench material so as to do the least damage to adjacent lawns, grassed areas, gardens, shrubbery, etc., regardless of whether these are on private property, city, county, state right-of-way, or school property. All grades to match adjacent areas after cleanup except where specified.

2. MATERIALS

A. MANHOLES

- 1) Precast Manhole Sections: Precast concrete sections for manholes shall be 48 inch reinforced concrete pipe, Class II, conforming to ASTM C76-57T, with the added requirements that the reinforcement shall be circular and not elliptical. Pipe shall have a minimum wall thickness of 5" and eccentric cones shall be concentric with wall thickness and reinforcement similar to that of manhole pipe sections. The tops and bottoms of cones shall be parallel.

- 2) Standard Manhole Rings and Covers: The manhole rings and covers shall conform to ASTM A48. Minimum frame weight shall be 155 pounds, and minimum cover weight shall be 120 pounds.

Casting shall be tough, close-grained, gray iron free from blowholes, shrinkage, and cold shuts. They shall conform to ASTM A-48 and shall be sound, smooth, clean, and free from blisters and all defects. All castings shall be planed and ground where necessary to insure perfectly flat and true surfaces. Covers shall be true and shall seat within the ring at all points.

- 3) Concrete: Concrete used in the construction of the manhole base and other structures specified shall be so proportioned and mixed as to meet a 2,500 psi compression test after 28 days. There shall be a minimum of 5 sacks of cement per cubic yard of concrete.
- 4) Mortar: The joints for the precast concrete manholes shall be made with cement mortar consisting of one part cement to two parts of clean well graded sand which will pass a 1/8 inch screen. Admixtures may be used not exceeding the following percentages by volume of cement: hydrated lime, 5 percent; diatomaceous earth or other inert materials, 10 percent. The consistency of the mortar shall be such that it will adhere readily to the pipe. No mortar shall be used when its ingredients have been mixed for a period greater than 30 minutes.

B. PIPE AND FITTINGS

- 1) Gravity Sewer Pipe: Class 2400 Transite asbestos-cement and ASTM C14X concrete sewer pipe as shown on the Drawings with corresponding class rubber ring joints.
- 2) Pressure Sewer Pipe: Class 200 Transite pressure sewer pipe with corresponding pressure type rubber ring joints.

B. PIPE AND FITTINGS (cont.)

- 3) Sewage Air Relief Valve: Cast iron body, bronze fittings, Buna-N needle, stainless steel lever pins, and stainless steel float. Include backflushing hose connection. See Drawings for size and arrangement. Clow APCO 400 approved.
- 4) Gate Valves: Iron body, bronze trim, double disc gate valves, O S & Y, parallel seats, 200 lb. rating. Walworth No. 820F or equivalent Kennedy, Crane, Jenkins, Lunkenheimer, Fairbanks, Powell or Stockham.
- 5) Check Valves: Iron body swing check valve, bronze trim, 200 lb. rating. Walworth No. 928F, or equivalent Kennedy, Crane, Jenkins, Lunkenheimer, Fairbanks, Powell or Stockham.

3. INSTALLATION

A. EXCAVATION AND BACKFILL

- 1) Excavation: Do all excavation, shoring and trenching for the sewer line installation.

It is anticipated that rock may be encountered in the excavation for this sewer. Rock as defined for purposes of this contract shall mean material occurring in ledges, bedrock and boulders of a size of one-half cubic yard and larger.

Rock shall be excavated to a depth of not less than four inches (4") below the bottom of the pipe and the trench shall be refilled to grade of a selected material and shall be deposited and compacted in a manner satisfactory to the Engineer. Where rock is encountered it shall be removed by methods which will not endanger the stability of the trench, adjoining property or completed sewer. Blasting shall be done only in conformity to ordinances covering this class of work. Blasts shall be covered by heavy mats and all precautions shall be taken for the protection of person or property. The Contractor shall be wholly responsible for any damage which may occur.

A. EXCAVATION AND BACKFILL (cont.)

- 2) Backfill Material: Material for stabilization, bedding and backfill to be as shown on the Drawings.
- 3) Grade: The bottom of the trench shall be carried to the lines and grades shown on the plans with proper allowance for pipe thickness and for gravel cushion or special bedding when required. Any part of the trench excavated below grade shall be corrected with bedding material and thoroughly compacted.
- 4) Shoring, Sheet piling and Bracing of Trenches: Whenever necessary to prevent caving, during excavation in sand, gravel, sandy soil or other unstable material. Where sheet piling and bracing are used, trench widths shall be increased accordingly. Trench sheet piling shall remain in place until the pipe has been placed, backfilled at the pipe zone, tested for defects, and repaired, if necessary. All sheet piling, shoring, and bracing of trenches shall conform to the requirements of the State Industrial Accident Commission and Federal OSHA.
- 5) Removal of Water: The Contractor shall provide and maintain ample means and devices with which to promptly remove and dispose of all water entering the trench excavation during the time the trench is being prepared for the pipe laying, during the laying of the pipe, and until the backfill at the pipe zone has been completed.

The Contractor shall dispose of the water in a suitable manner without damage to adjacent property.

- 6) Foundation Stabilization: Where pipe is to be laid in an excavated trench in unstable material which is not a satisfactory base for pipe installation, the trench shall be excavated to a depth of 12" below the required flow line grade and the trench backfilled to the required grade with gravel for backfill as specified herein.
- 7) Trench Backfill at Pipe Zone: When the pipe has been laid in the trench, backfill material shall be placed in the trench simultaneously on both sides of the pipe for the full width of the trench in layers and hand-tamped thoroughly with approved hand tampers, supplemented by "walking in" the materials. Particular attention must be paid to the underside of the pipe and fittings to provide solid backing and to prevent lateral movement during the final backfilling procedure. See Drawings for material and compaction layers.

A. EXCAVATION AND BACKFILL (cont.)

8) Trench Backfill Above the Pipe Zone:

- a. Under all unpaved surfaces: Following the backfill at the pipe zone, the excavated material may be pushed back into the trench by mechanical means. Where this method of backfill is specified, the earth shall be pushed first onto the slope of the backfill previously placed and allowed to roll down into the trench. The Contractor will not be allowed to push the backfill material into the trench in such a way as to permit free fall of the material into the open trench. Under no circumstances shall sharp, heavy pieces of material be allowed to drop directly onto the pipe or the tamped material around the pipe. Backfill material to include no roots, broken paving, rocks over 3 inch diameter and no foreign materials.
- b. Within public roadway right-of-ways and under all hard surfaced areas (drives, walks, parking areas, etc.): The entire trench above the pipe zone shall be back-filled with bank-run gravel.

9) Roadway Pavement:

It is to be noted that the contractor will be responsible for all reconstruction of pavement and driveways that are disturbed by his work. Pavement and road construction is to be replaced conforming with all rules of the governing authority (Columbia County, City of Rainier and State of Oregon).

B. PLACEMENT OF SEWER PIPING

1) Preparation of Trench:

- a. Grade: The bottom of the trench shall be graded by hand to the line and grade to which the pipe is to be laid, with proper allowance for pipe thickness and for bedding. Before each section of the pipe is laid, the grade shall be checked with a straight edge at least as long as the pipe section, and any irregularities found shall be corrected. The trench bottom shall form a continuous and uniform bearing and support for the pipe on solid and undisturbed ground at every point between bell holes, except that for a maximum distance of 18 inches near the center of the pipe, the grade may be disturbed for the removal of lifting tackle.

B. PLACEMENT OF SEWER PIPING (cont.)

- 2) Preparation of Pipe: Pipe shall be carefully inspected before being laid, and no cracked, broken, or defective pieces shall be used on the work.
- 3) Laying and Jointing Pipe: After the pipe has been lowered into the trench, couplings shall be assembled in accordance with directions of the manufacturer for the type of coupling used. When the coupling used is not self-positioning and does not establish the separation of the ends of the pipe automatically, the ends of the pipe shall be separated as recommended by the pipe manufacturer. The allowable angle of deflection at any joints shall not exceed 5 degrees.

Joints shall be made in strict accordance with the recommendations of the manufacturer. After the joint has been made, the pipe shall be aligned and checked for grade. The deflection of any section of pipe from the line and grade shown on the Plans shall not exceed 1/2 inch.

Every precaution shall be used to protect the pipe against the entrance of foreign material before the pipe is placed in the new line. At all times when laying is not in progress, open ends of the pipe shall be closed by a watertight plug or other approved means; no trench water shall be permitted to enter the pipe. At the close of the day's work or whenever the workmen are absent from the job, the end of the last laid section of the pipe shall be plugged, capped, or otherwise tightly closed to prevent the entry of foreign material of any nature. The contractor shall take all precautions that are necessary to prevent the uplift of the pipe.

C. SANITARY SEWER TESTS

The contractor shall furnish all facilities and personnel for conducting the test. The equipment and procedures shall be subject to the approval of the Architect. Testing shall be in accordance with the requirements of and accepted by the state, county and/or city governing agency.

The contractor may desire to make an air test prior to backfilling for his own purposes. However, the acceptance air test shall be made after backfilling has been completed and compacted.

C. SANITARY SEWER TESTS (cont.)

All wyes, tees, or end of side sewer stubs shall be plugged and banded, or acceptable alternate and securely fastened to withstand the internal test pressures. Such plugs shall be readily removable, and their removal shall provide a socket suitable for making a flexible-jointed lateral connection or extension.

- 1) Gravity Sewer Test: Immediately following the pipe cleaning, the pipe installation shall be tested with low pressure air. Air shall be slowly supplied to the plugged pipe installation until the internal air pressure reaches 4.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe. At least two minutes shall be allowed for temperature stabilization before proceeding further.

The pipe line shall be considered acceptable, when tested at an average pressure of 3.0 pounds per square inch greater than the average back pressure of any ground water that may submerge the pipe; if: (1) the total rate of air loss from any section tested in its entirety between manholes does not exceed 2.0 cubic feet per minute, or (2) the section under test does not lose air at a rate greater than 0.0030 cubic feet per minute per square foot of internal pipe surface.

- 2) Pressure Sewer Test: Test at 100 psig air pressure and check each joint with 50% liquid soap solution. Do not apply high pressure air to the gravity sewer line.

D. SANITARY SEWER LINE CLEANING

Before final acceptance of completed sewer line the entire system shall be flushed and cleaned with water. The solid material obtained from flushing and cleaning shall be trapped, removed from new line and shall not be allowed to enter any existing sewer system.

E. PROTECTION AND REMOVAL OF TREES

All trees in the sewer line route, except those indicated for removal shall be protected from damage during the completion of this work. The contractor shall remove only those trees indicated for removal by silver paint. Removed trees become contractor salvage. Consideration of salvage value is to be included in the bid price.

F. MANHOLE CONSTRUCTION

- 1) Concrete Base: The concrete bases for the manholes shall be constructed so that the first section of the pre-cast manhole has a uniform bearing throughout the full circumference of the manhole wall. Sufficient mortar shall be deposited on the concrete base to provide a watertight seal between the base and the manhole wall.
- 2) Placing Precast Manhole Sections: The joints for the pre-cast concrete manholes shall be made of cement mortar consisting of one part cement to two parts sand. The walls shall be constructed true to line and grade. Mortar shall be placed on the groove of the lowest section of pipe prior to placing the next section of pipe. The entire joint shall be completely filled with mortar and troweled to a smooth finish.
- 3) Manhole Invert: The invert of the manhole shall be constructed in conformance with details shown on the Plans. The manhole invert shall provide a smooth flow-through characteristic. No sharp edges or rough sections which will tend to obstruct the flow of sewage will be permitted. Where a full section of sewer pipe is laid through the manhole, the top shall be broken out and the exposed edge of the pipe shall be completely covered with mortar. All cement and/or mortar used in the construction of the invert shall be troweled smooth.
- 4) Manhole Rings and Covers: The cast iron manhole rings and covers shall be installed on the tops of the manholes so as to positively prevent any infiltration of surface or ground water into the manholes. The manhole rings shall be set so the tops of the covers are just flush with the surface of the adjoining pavement or ground surface unless otherwise shown on the Plans or directed.



QUOTE

CCB 213253

DATE: June 10, 2026

CUSTOMER: City of Rainier

ATTN: Russ Reigel
PHONE:
OFFICE:
EMAIL: rreigel@cityofrainier.com

PROJECT:

SALESPERSON	AVAILABILITY	SITE LOCATION:			TERMS
					Completion
ITEM	DESCRIPTION			U.O.M	AMOUNT
	MOB			LS	\$ 3,500.00
	2,500 LF of 8" CIPP		\$86	LF	\$ 215,000.00
	Video and Assessment		\$ 550.00	Per Hour	TBD
	Traffic Control charged at invoice plus 20%				TBD
	* lining paid at actual footage installed, any additional work to be priced and sent for approval before start of work				
THIS QUOTE IS VALID FOR 30 DAYS			SUBTOTAL		\$218,500
			TAX RATE		
			SALES TAX		
Signature of Acceptance			TOTAL		\$218,500

Please note: Interest will be charged at 1.5% per month

THANK YOU FOR YOUR BUSINESS!

The Rainier Economic Development Corporation is scheduled to consider a bid at its Monday, August 3 meeting from the Iron Horse Group in the amount of \$218,500 for 2500 linear feet of eight-inch CIPP as part of wastewater infrastructure repair project.

Under ORS 279B.075, public agencies are allowed to do sole-source procurements, under certain circumstances:

279B.075 Sole-source procurements. (1) A contracting agency may award a contract for goods or services without competition if the Director of the Oregon Department of Administrative Services, a local contract review board, a state contracting agency, if the state contracting agency has procurement authority under ORS 279A.050, the State Chief Information Officer, with respect to goods or services described in subsection (2)(b) of this section and if the director has delegated the necessary authority to the State Chief Information Officer, or a person designated in writing by the director, board or state contracting agency with procurement authority under ORS 279A.050, determines in writing, in accordance with rules adopted under ORS 279A.065, that the goods or services, or class of goods or services, are available from only one source.

(2) The determination of a sole source must be based on written findings that may include:

(a) That the efficient utilization of existing goods requires acquiring compatible goods or services;

(b) That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

(c) That the goods or services are for use in a pilot or an experimental project; or

(d) Other findings that support the conclusion that the goods or services are available from only one source.

(3) To the extent reasonably practical, the contracting agency shall negotiate with the sole source to obtain contract terms that are advantageous to the contracting agency. [2003 c.794 §55; 2005 c.103 §8c; 2015 c.807 §24]

Prior attempts have been made to find other contractors for this project. Some of those contractors referred City officials to the Iron Horse Group.

Members of the public and other businesses have at least seven days to formally challenge the decision to award the contract to the City's preferred contractor. Anyone hoping to do so can email sjorgensen@cityofrainier.com.

STEPHEN D. PETERSEN, LLC

ATTORNEY & COUNSELOR AT LAW

P.O. Box 459 ~ 612 West B Street Rainier, OR 97048 503-556-4120 FAX 503-556-4124

Stephen D. Petersen
Licensed in Oregon and Washington
spetersen@petersenatlaw.com

Legal Assistants
Lindsay Jurvakainen
Tena Brundage
Brandy Lehde

July 13, 2026

VIA Email Only

W. Scott Jorgensen, Executive MPA
City Administrator
City of Rainier

Re: IGA Contract with School District

Dear Scott:

After our talk on July 10, 2026, I did a quick research concerning the contractor that is likely to do the work on the sewer repairs.

You should review ORS 279B.075. This statute deals with sole-source procurements and requires specific steps. For the sake of brevity, those steps are as follows, to wit:

- 1) Document prior attempts to find other contractors,
- 2) Publish the sole-source determination,
- 3) Give the public and other businesses at least 7 days to formally challenge the decision to award the contract to the City's preferred contractor.

Very truly yours,



Stephen D. Petersen

SDP/bl