

**City of Rainier
Regular City Council Meeting
February 3, 2020
6:00 PM
Rainier City Hall**

Nelson called the meeting to order at 6:04PM
Mayor Cole arrived at 6:15PM

Council Present: Richard Sanders, Sloan Nelson,
Jenna Weaver, James Bradfield,
Mike Kreger

Council Absent: Robert duPlessis, Steve Massey

City Staff Present: Sue Lawrence, Public Works Director;
Police Chief, Gregg Griffith; Sarah Blodgett, Office
Manager

City Attorney Present: No

Flag Salute

Additions/Deletions from the Agenda- Bradfield requested adding the following items to the agenda: 1. City Park Bathrooms 2. CBD Oil Manufacturing Issue 3. City Employee Bathrooms 4. ORS 192.660 = Executive Session Agenda Criteria 5. City of Rainier Manager Position Hiring Protocols- Kreger moved, Weaver 2nd to approve Bradfield's agenda item additions as presented- **motion passed unanimously**

Mayor's Address: none

Visitor Comments: Roberta Boursaw stated she was the lady who has inquired about putting the food truck at the Shell station. She noted wanted to have it there on Fridays, Saturdays and Sundays. Boursaw noted she was issued a Business License but it was suspended because the City did not have an ordinance. Boursaw stated that in the mean time she contacted Mike at the Columbia County Health Dept. and stated he told her that the state statutes are put in place by the County and the County oversees those and Mike told her that the only neighboring City that has a food truck ordinance is Scappoose. Boursaw noted that Columbia County's ordinance is included in the packet she left for Council and requested it be on the next agenda. Nelson stated council would review the information and get back to her and possibly have a work session.

Consider Approval of the Consent Agenda:

Consider Approval of the January 13, Regular Meeting Minutes-

Weaver moved Bradfield 2nd to approve minutes as presented. - **motion passed unanimously**

Unfinished Business:

a. 'A' Street Update- Steve from Thompson Bros. gave an update on the progress of the A street construction project. Steve stated they have been behind schedule due to having rain 29 out of 31 days and they are trying to get concrete work completed. Steve explained they may be behind right now but the project in whole is still on schedule. Lawrence asked about the sewer line installation and Steve noted it will be coming in right behind their work, about a week per phase and it would take about fifteen days from start to finish. Steve said the subcontractors schedule for this is a week on and a week off trailing their work. Discussion continued between Council and Steve. Business owners voiced their concerns and issues that the project is causing them. Nelson complained that the section between 2nd and 3rd street was supposed to be done in phase one and now it is part of phase two and it is keeping the business' down there from being able to operate.

Tony Schneider gave a review for ODOT on the project and answered questions and concerns Council and business owners had. Schneider stated he would pass along the concerns and issues to his construction managers. Schneider noted that if anyone sees anything the contractors can do differently to make it (the A St. Project) work more effective, let Davies know and then to him if needed. Nelson asked how are we doing on the budget. Schneider noted that right now he does not see where any category is going to be significantly over, he stated the Connect Oregon work that happened did not all happen in the time frame of the grant. Tony noted that some of the stuff they were going to charge to the railroad, they basically said no we are done, and so there will end up being some Connect Oregon costs that we (ODOT) will pick up.

b. Riverfront Trail Update- Malakoff noted the City has permission from El Tap and the Eagles to go ahead and access the land for a survey. Malakoff noted the property owner of the post office is open to it but said he need to get permission from the post office, his tenant, as they have a lot of different rules.

c. Fox Creek Update- Lawrence noted the engineers have completed their study and are ready to present to the City the results of their findings.

Lawrence noted it is up to Council if they would like them to present their recommendations at a work session. Council agreed to have a work session on Feb. 11th.

d. Affordable/Senior Housing Update- none

New Business:

1. City Park Bathroom Replacement- Bradfield noted that he just wanted to make sure it was officially on the agenda because he feels the City needs to do something because they are gross and disgusting. Bradfield stated he knows there has been discussion about the funding. Malakoff noted that we missed the grant opportunity last year for parks and stated the grant will be opening back up this spring to apply.

2. CBD Oil Manufacturing Issue- Bradfield noted that he had a concern that everything had not been resolved and some things he felt had not been addressed and recommended to skip that line item and address it at the next meeting. Bradfield stated he noted Skip Urling (City Planner) had made a comment about the authorization of the business and it sounded to him like it was still up in the air and yet the business is operating. Mayor Cole noted it needs to go through planning and if Council interjects too much then it goes around the process. Weaver noted the applicant circumvented the process by getting a temporary restraining order against the City. Bradfield stated what bothered him about it was the before anybody had a chance to go through the process, they (Yance Farms) just lawyered up and doesn't feel like they played like good citizens. Bradfield would like to know where we are with Urling and what he found. Mayor Cole noted he directed staff to pull the business license until it properly goes through planning. Blodgett noted Urling is working on the issue and the legalities of how the City can approach it. Blodgett stated that since the main nuisance was the smell, Urling was not sure how to tell if they are compliant until they start back up. Nelson noted it smells right now. Blodgett stated she would get an update from Urling.

3. City Employee Bathrooms- Mayor Cole noted we have a plan, we just need somebody to execute it.

4. ORS 192.660- Executive Session Agenda Criteria- Bradfield noted he wanted to make sure that when we have an executive session and we are covering things that we might be questioned about it, we need to be sure that we are on the right side of things. Mayor Cole noted we have been. Bradfield

stated that right now we do not have a City Manager and that is a concern of everyone's and he wanted to make sure that before we officially start the process, we are in alignment with all the rules and protocols so that we don't run into issues. Bradfield and Mayor discussed how to get items on the agenda.

5. City of Rainier Manager Position Hiring Protocols-Bradfield stated what he needs to find out is what we are planning to do and how we are planning to do it. Bradfield stated he wanted to know when Council and Mayor were wanting to start looking for a new City Administrator. Mayor Cole noted that is entirely up to Council. Bradfield stated we need to fill the position and we need to do something about it. Nelson asked Council if we should have a work session before next council meeting. Council agreed to have a work session regarding hiring of a City Administrator before next council meeting.

a. Consider Disposition of Derelict house at 29545 Old Rainier Rd. – Chief Griffith explained he has received a couple complaints of this house and note he had sent everyone an email with pictures and the ordinance pertaining to dangerous buildings. Griffith explained that Council needs to decide if it is to be considered a dangerous building and if it is, then a hearing needs to be held. Council unanimously agreed that it was a dangerous building. Nelson moved, Weaver 2nd to direct staff to move forward with the process for the disposition of the derelict house at 29545 Old Rainier Rd. Griffith noted a hearing date needs to be set within a reasonable amount of time and the City Recorder would then send a notice to the property owner. Mayor Cole stated the hearing could be at the next meeting on March 2nd 2020.- **motion passed unanimously**

b. Discussion Small City Allotment Grants- Lawrence handed out and reviewed proposals and photos for use of small city allotments for 2nd, 3rd, and 4th streets and that is was \$107,000 for the City's costs of all three roads and the grant was for the balance at \$150,000. Lawrence stated she just found out today that we couldn't do the 3rd and 4th street proposals unless handicap ramps were installed and stated that she asked them (ODOT) if we could modify it and just do one street with the ramps. Lawrence noted that she is going to have to take this back for changes. Lawrence noted \$270,000 in street funds can be used along with the grant and is trying to decide what to do based on feedback from ODOT. Weaver questioned the cost of the ramps and Lawrence noted the total for adding all the ramps is an additional \$50,000 for each street. Sanders noted that would be roughly an additional \$160,000 out of the City's street fund and Lawrence said yes. Lawrence stated she found out

they we may be able to use that money on other streets that don't abut Highway 30 and then we would not have to do the handicap ramps. Schneider from ODOT explained this is a program that is ran through Shelly in their planning department stated he is not familiar with the selection rules but the City had said they were putting the ramps in at 2nd street and that put the City in a competitive process ahead of other communities that weren't. Schneider also noted they (ADA ramps) are costly. Schneider noted that at some point in the future, ODOT will be paving Highway 30 and the ADA ramps on the streets that meet up to the highway will get ADA ramps installed by ODOT. Council discussed the paving of streets that would be the most cost effective way of using the grant money. Lawrence stated she is waiting to hear back from Shelly at ODOT on how we can make use of the \$50,000 grant. Lawrence asked Council if her proposal for 2nd street was acceptable for the two way street with the pull in and parallel parking. Council was in agreement for the 2nd street proposal.

Staff Reports: Griffith noted February 14th should be graduation day for our newest officer Doug Wheeler.

Business owner of Hometown Pizza gave a report on the issues with the insurance claims with the contractor's (Thompson Bros.) insurance company and construction issues and delays she is dealing with during the project. She also noted that the contractors are parking very large vehicles that they are not using in front of her business and customers are not coming in when they are there. Nelson explained phase one was supposed to go down to the marina bathrooms but the contractors stopped in front of the appliance store for some reason and now have added that section to phase two and the street is still not open because they are still monkeying around down by the bathrooms.

Executive Session: ORS 192.610-192.690 (2) (A) to consider employment of a public officer, employee, staff member or individual agent.

Council Meeting resumed at 9pm after executive session.

Sanders motioned a proposed amendment to todays minutes that would include a 3% raise, back dated to 10-01-2019 for one year for a re-evaluation for Sue Lawrence, Director of Public Works, Kreger 2nd. Mayor Cole noted it is for a merit increase of 3% for positive evaluation- **motion passed unanimously**

Kreger motioned to extend Morris Malakoff's contract for two more months and to re-evaluate on the May 4th, 2020 Council Meeting under his current contract

hours and rate with a possible extension after vote by council, motion 2nd by Sanders-**motion passed unanimously**

Council Reports:

Meeting adjourned at 9:04pm

City Calendar/Announcements:

Next Meeting March 2, 2020 at 6pm

Mayor Jerry Cole

Sarah Blodgett, Interim City Recorder

City of Rainier
Work Session Meeting Minutes
February 12, 2020
6:00 PM
Rainier City Hall
106 West "B" Street

Mayor Cole called the work session to order at 6:04 PM.

Council Present: James Bradfield, Jenna Weaver, Sloan Nelson
Richard Sanders, Mike Kreger

Council Absent: Mike Kreger, Steve Massey

City Staff Present: Sue Lawrence; PW Director, Gregg Griffith; Police Chief, Sarah Blodgett;
Office Manager/Interim City Recorder

Agenda: Fox Creek Hydraulic Study Presentation by Murraysmith Engineer Preston Van Meter

Preston gave a review of the hydraulic study Murraysmith performed for the City of Rainier on the Fox Creek culvert system from C Street to the outlet under Highway 30. Preston noted the flood event in February of 2019 was figured to be a 10-year flood event. Preston stated that the 'C' Street culvert is a choke point, being it is the smallest of the culverts and next is ODOT's culvert, noting the entire system has issues. Preston noted an 84" culvert through the entire length of the system is needed and that it has a 60% flow as of right now.

Preston answered questions from the public and Council.

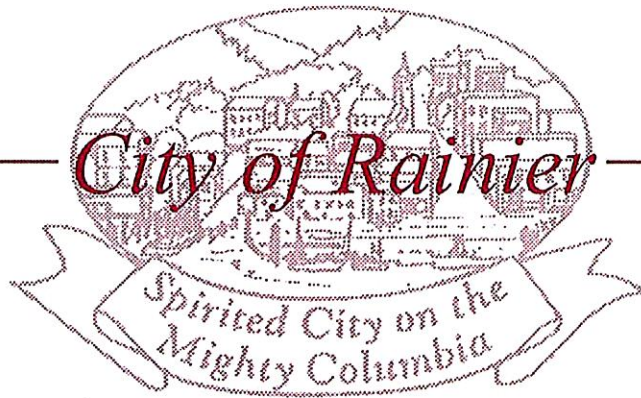
ODFW representative stated a 400' fish passage will be a very difficult project and a feasibility study will need to be done. She also stated grand funds are available from agencies like ODOT, FEMA, OWEB and ODFW can provide labor but not funding. Mayor Cole suggested the City use Regional Solutions to help find funding for the feasibility study. Preston noted the cost of the study is anywhere from \$100,000-200,000.

Scope of work and funding meeting set for week of March 16-20.

City of Rainier
CC Work Session Minutes
February 12, 2020
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Mayor Jerry Cole

Sarah Blodgett Interim City Recorder



February 26, 2020

To: Rainier City Council

From: Skip Urling, City Planner

Re: Yance Industries Hemp Processing

Employees at businesses nearby Yance Industries continue to complain about foul odor from the Yance hemp processing space. As I looked through the Yance Industries window two weeks ago, I saw several bales of hemp although I could not discern whether it was raw material or dried product.

Last December, Mr. Yance attended the City Council meeting with this attorney, an employee and the building manager. At this meeting, Mr. Yance volunteered that he intended to install some kind of air filtration system on the venting system for the processing equipment he uses to dry the raw material as means to abate the odor. I spoke with Mr. Yance last week. He told me that the bales of hemp were processed product and that no processing was taking place since the harvest was complete. He also told me the air filtration equipment would be installed in mid-March.

In talking with Suzie Dahl, Columbia County Building Official, the new equipment installation would require a mechanical (building) permit to which the city could attach conditions. Such conditions would include requiring Mr. Yance to contract with an air quality consultant/contractor to collect air samples prior to installation which would serve as baseline data for existing conditions. Another set of samples would be collected post installation to show what the change of conditions was with the filtration system in operation. The data would provide objective information rather than relying on a subjective analysis. Provided the filtration system effectively abates the odor, then no further action would be required.

If the system was not effective, Mr. Yance could in some fashion alter the equipment and try again. If he could not achieve success, the city could pursue a remedy through RMC 8.15 Nuisances which could result in the city taking action to order Mr Yance to cease operations. Handling this situation administratively would be far more efficient than using a quasi-judicial method to remedy the problem.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this _____ day of March, 2020, between the Teamsters Local No. 58 (Union) and the City of Rainier (Employer) and is intended to record the agreements made between the Union and the Employer. If the terms of this MOU conflict with the current Collective Bargaining Agreement (CBA) this MOU will control.

AGREEMENT

The Undersigned agree that the following is applicable to the Collective Bargaining Agreement (CBA) for the Public Works/Clerical for the period of December 12, 2019 through June 30, 2022 and the Collective Bargaining Agreement (CBA) for the Rainier Police for the period of July 1, 2018 through June 30, 2021.

Effective upon execution of this MOU, the Police Clerk classification in the City of Rainier Police CBA will be transferred into the City of Rainier Public Works/Clerical agreement as follows:

- The Police Clerk classification will be set as the same pay grade as the Court Clerk classification
- The Police Clerk classification will receive an addition premium of one percent (1%) of their base hourly rate per pay period if employee obtains and maintains a valid and approved certification as an Evidence Specialist certificate or Technician (ie: Certified Property and Evidence Specialist certificate though IAPE)
- The Police Clerk classification will be entitled to all benefits stipulated in the CBA for the Public Works/Clerical (ie: longevity).
- In the event there is a need for assistance with other clerical classification within the City, the City retains the right to utilize the Police Clerk Classification as needed.
- The current employee in the Police Clerk classification (Susan Sullivan), will be placed at Step 7 of the pay scale and will be entitled to Step 8 on July 1, 2020.
- This MOU will be incorporated into any future Collective Bargaining Agreement with the City of Rainier Public Works/Clerk

Dated this _____ day of March, 2020.

City of Rainier

Teamsters Local No. 58

Jerry Cole
Mayor

Mike Workman
Business Representative

ORDINANCE #1058
ESTABLISHING REGULATIONS FOR TRANSIENT MERCHANTS AND REPEALING
THE DEFINITION OF TRANSIENT MERCHANT IN SECTION 3 OF ORDINANCE #943

The City of Rainier ordains as follows:

Section 1. Definitions.

A) "Transient merchant" as used in this ordinance means and includes every person who occupies a fixed location and who is engaged in or participating in a temporary or transient business of selling or exhibiting for sale, or purchasing, goods, wares, foods or merchandise of any name or nature in the City. The term "transient merchant" shall not be construed to apply to an operator of a concession or business exhibiting for sale, goods, wares, or merchandise of any name or nature as part of or in connection with any athletic event, rodeo, carnival, festival, fair, or public exhibition or event held within or without the City.

B) "Temporary or transient" as used in this ordinance generally means a business not conducted from and within a permanently constructed, fully enclosed structure; however, the term also includes a business conducted within any space leased or rented on a short-term basis.

C) "Length of Transient Business" length of Transient Business shall not exceed a total of 90 days per calendar year and not exceed 5 days per week. Variance from City Administration will be reviewed upon written request and may be granted by City Administration for special circumstances. (ie. Seasonal produce that needs to be sold for three weeks straight)

Section 2. License Required. No person or other entity shall engage, conduct or participate in the business of a transient merchant in the City without first obtaining a license as provided in this ordinance.

Section 3. License Fee Application Issuance. The license fee for a transient merchant as set forth in the attached Exhibit "A", shall be paid in advance of licensing. Application for such licensing shall be made to the Finance Department in writing and shall contain the name and address of the person or entity to whom the license has been issued, the nature of the business to be conducted, the day or days for which the license is to be granted, the location upon which the business will be conducted, and a description of the business operation adequate to inform City officials of its appearance and manner of operation. The City Administrator or authorized designee shall review the application, and upon verification that the license fee has been paid and all other requirements have been met, the license shall be issued.

The transient merchant shall receive a copy of the license and shall display it conspicuously at its place of business.

Section 4. State and County License Required. No license shall be issued to a transient merchant unless the applicant submits with its application documentation that it has obtained all health and sanitary licenses from the State and County where applicable.

Section 5. Signs. Any sign erected or maintained by a transient merchant shall comply with regulations for signs adopted by the City.

Section 6. Agent for Service. The applicant shall appoint a local person, acceptable to the City Administrator, as an agent for accepting service of process, notice or demand required or permitted by law to be served upon the applicant. The applicant shall submit with its application the agent's acknowledged consent to accept such service for the applicant.

Section 7. Conditions. In addition to the requirements herein, conditions of operation which are necessary to protect the public health, safety and general welfare may be imposed on a license.

Section 8. Grounds for Denial. In addition to the requirements listed above, a license shall not be issued if:

A) Any false or misleading information is supplied in the application or any information requested is omitted from the application.

B) The applicant has been convicted of a crime involving unlawful trade practices as defined by ORS 646.608, fraud or moral turpitude within the last five (5) years.

C) The applicant has been the subject of an unlawful trade practices suit or investigation under ORS Chapter 646 which resulted in civil penalties assessed against it.

D) The applicant's proposed actual business operation presents a danger to the public health, safety and general welfare which cannot be alleviated through the imposition of a condition of operation.

E) The applicant is unable to provide proof of compliance with all applicable State and County licensing requirements.

F) The applicant has failed to comply with any other applicable provision of this ordinance relating to the proposed conduct of the business.

G) The licensee fails to meet all requirements of, or is doing business in violation of federal, state, county or municipal law.

Section 9. Transferability. No license issued pursuant to this ordinance shall be transferable.

Section 10. Revocation. A license, once issued, may be revoked upon the following grounds:

A) Violation of any of the requirements of this ordinance.

B) The actual operation of the transient business in a manner presenting a danger to the public health, safety and general welfare, or creating a public nuisance.

C) Fraud, misrepresentation or incorrect statement contained in the application for the license.

D) Fraud or misrepresentation in the course of conduct of the licensed business.

E) Conviction of any crime involving fraud or moral turpitude.

F) Violation of any ordinance of the City of The Rainier.

Notice of revocation shall be delivered to the licensee or its agent setting forth in writing the grounds there of by the City Administration. Notice shall be delivered either personally or by certified mail, return receipt requested, to the current address shown on the City's records. Upon receipt of such notice, the licensee's business operation shall be terminated and removed within two (2) hours.

Section 11. Violations. Violation of any of the provisions of this ordinance is an infraction, punishable by a fine not to exceed the sum of \$250.00 for each violation thereof, each day constituting a separate violation.

Section 12. Appeal. Any transient merchant aggrieved by the denial or revocation of a license or any action taken by the City under this ordinance shall have the right to appeal to the City Council. Such appeal shall be taken by filing with the City Clerk within three (3) days of the action or conduct complained of, a written statement setting forth the grounds for appeal. The City Council shall set a time and place for hearing within thirty (30) days of receipt of such statement and written notice shall be delivered to the appellant and all affected parties in the manner provided herein for delivery of notices of revocation. The decision of the City Council after such hearing shall be in writing, shall set forth findings of facts and shall be final. A certified copy of the decision of the Council shall be delivered to the appellant and all affected parties in the manner indicated above.

Section 13. Action on Expiration of License. Upon the termination of its license, the transient merchant shall remove its business operation, including all signs and vehicles from the licensed location within two (2) hours and shall leave the location in a clean and orderly manner.

Section 14. Exemptions.

- A) Any non-profit organization, community organization, service club, or charitable Organization.

FIRST READ OF:

ESTABLISHING REGULATIONS FOR TRANSIENT MERCHANTS AND REPEALING THE DEFINITION OF TRANSIENT MERCHANT, IN SECTION 3 OF ORDINANCE #943

JUNE 17, 2013.



Scappoose Planning Department
33568 E. Columbia Ave. Scappoose, OR 97056
Phone: 503-543-7184
www.ci.scappoose.or.us

FOOD CART POD PERMIT APPLICATION

Type I and Type II

NOTICE TO APPLICANT: On original application form, please print legibly using black/dark blue ink or type. Applicants are advised to review the list of submittal requirements and recommendations indicated on each land use application form and in the applicable code section prior to submitting an application. **INCOMPLETE APPLICATIONS WILL NOT BE SCHEDULED FOR PUBLIC HEARING OR PROCESSED UNTIL THE PLANNING DEPARTMENT RECEIVES ALL REQUIRED SUBMITTAL MATERIALS.**

Tracking Information (For Office Use Only)

Application Submittal Includes:

☐ 7 Hard Copies Required

☐ Electronic Submittal

☐ Fee

File# _____ Hearing Date _____

SITE LOCATION & DESCRIPTION

Tax Map #(s) _____ Tax Lot #(s) _____

Frontage Street or Address _____

Nearest Cross Street _____

Plan Designation _____ Zoning _____ Site Size _____ (acres or sq. ft.) Dimensions _____

SUMMARY OF REQUEST

Proposed Project Name _____

Project Type/Narrative Summary: *(Provide a brief summary, including number of food carts, hours of operation, proposed accessory structures and amenities)*

Subject to previous Land-use approval? ☐ Yes ☐ No File No. _____ *(attach copy of Notice of Decision)*

of Existing Buildings _____ # of Parking Spaces _____ # of Food Carts _____ % of Landscaping _____

NOTE: *The summary provided above must be part of a more extensive written narrative that describes the project and justifies the requested permit based on the approval criteria. For more information read Approval Criteria and Submittal Requirements attached.*

FOOD CART POD PERMIT APPLICATION (CONTINUED)

DETAILED SITE INFORMATION

Are any of the following present on the site? *If so, please specify number of acres and/or percentage of site affected.*

Flood Plain _____ Wetlands _____ Significant Natural Resources _____

Cultural Resources _____ Airport Noise Contours _____ Slopes Greater Than 15% _____

Water Provider: ☐ City of Scappoose ☐ Well ☐ Other: _____

Does the site have access to City street(s) ☐ Yes ☐ No *(Please explain)* _____

Does the site have access to County road(s) ☐ Yes ☐ No *(Please explain)* _____

Are there existing structures on the site? ☐ Yes ☐ No *(If Yes, briefly explain future status of structures.)* _____

OWNERSHIP AND APPLICANT INFORMATION (Property owner signature must be a wet-ink signature. If the property is under-going a change of ownership, proof of purchase or purchase contract must be provided if property owner of record is not the signing party.)

Property Owner(s): Name(s) _____

Business Name _____

Mailing Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email Address _____

Does the owner of this site also own any adjacent property? ☐ Yes ☐ No *(If Yes, please list tax map and tax lots)*

Property Owner(s) Signature(s) _____ Date: _____

(If more than one property owner, please attach additional sheet with names and signatures.)

Applicant: Name _____

Business Name _____

Mailing Address _____

Phone # _____ Fax # _____ Email Address _____

Applicant's Signature _____ Date: _____

Applicant's interest in property _____

**FOOD CART POD PERMIT APPLICATION
(CONTINUED)**

ADDITIONAL PROJECT TEAM MEMBERS

Applicant's Representative: Contact Name _____

BusinessName _____

Mailing Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email Address _____

Planning Consultant: Contact Name _____

BusinessName _____

Mailing Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email Address _____

Additional Personnel:

Role _____ Contact Name _____

BusinessName _____

Mailing Address _____ City _____ State _____ Zip _____

Phone # _____ Fax # _____ Email Address _____

**APPROVAL CRITERIA AND REVIEW STANDARDS
(FOOD CART POD PERMIT)**

The approval criteria and requirements for a **Type I or Type II Food Cart Pod Permit** application are set forth in Chapter 17.126 of the Scappoose Development Code as follows:

17.126.020 Applicability and Exemptions.

A. Applicability.

1. This chapter is not applicable to temporary uses which are permitted through the Temporary Use Permit procedures of Chapter 17.128.

2. For the purposes of this chapter, the term "food cart" will be used interchangeably with "mobile food unit". "Food cart pod" refers to a site containing one or more food carts and associated amenities on private property.

3. The provisions of this chapter apply to all food carts within the City, whether it is a single food cart, or multiple carts in a pod.

4. Food carts are not permitted to travel to different sites throughout the City and shall only be allowed through an approved permit issued in conformance with this chapter.

B. Exemptions. The following are exempt from the provisions of this chapter:

1. Locations where food carts are stored when not in operation are exempt from the provisions of this section; however, the storage of commercial vehicles or trailers may be subject to other requirements of the Scappoose Municipal Code.

2. Food carts that are operated as part of an approved farmer's market or allowed under a special event permit are exempt.

17.126.030 Permit Procedures. Food cart pod permits will be processed in accordance with Chapter 17.162, as follows:

A. Type I. Up to two carts on one site with no accessory structures other than trash cans and portable accessory items, such as picnic tables, may be reviewed for compliance with this chapter and administratively approved by the Planner.

1. The Planner shall make findings of fact based on evidence provided by the applicant demonstrating that all of the applicable criteria for food cart pods and individual food carts has been satisfied.

B. Type II. Three or more carts on one site and/or accessory structures constructed in accordance with 17.126.040(B) may be reviewed in accordance with this chapter, and applicable chapters of the Scappoose Municipal Code and the Planning Commission shall be the approval body.

1. The Planning Commission shall approve, approve with conditions, or deny an application for a Type II Food Cart Pod Permit. The decision to approve, approve with conditions, or deny an application for a Type II Food Cart Pod Permit shall be made by the Planning Commission upon findings of whether or not the proposed use:

- a. Is in conformance with the standards contained in this chapter and any other applicable chapters, and
- b. Is undertaken in a manner that is not detrimental nor disruptive in terms of appearance or operation to neighboring properties, businesses and/or residents.

17.126.040 Food Cart Pod Standards. A property containing one or more food carts shall be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the site plan may be stored on the property. The following standards apply to food cart pod sites:

A. Zoning. Food cart pods are not permitted in special flood hazard areas or in residential zones but are permitted in zones that allow for eating and drinking establishments either outright or through conditional use approval. In the Light Industrial, LI and Public Use Airport, PUA zoning districts, Food Cart Pod Permit approval is subject to Chapter 17.130 – Conditional Use.

B. Accessory Items and Structures. Trash and recycling receptacles for customer use shall be maintained no more than ten (10) feet from food carts, at a rate of one trash and one recycling receptacle for every two food carts. Portable accessory items, such as picnic tables, are permitted. With Planning Commission approval, new accessory structures may be constructed, as follows:

1. A maximum of two restroom structures, provided that the combined square footage does not exceed two hundred (200);

2. A maximum of two storage buildings, provided that the combined square footage does not exceed two hundred (200);

3. One trash enclosure;

4. Outdoor seating areas, which may have roofs, floors, and railings, but no walls (e.g., decks, picnic shelters, pavilions), provided that the square footage does not exceed two hundred (200) square feet per food cart and that no single structure exceeds two thousand (2000) square feet. Any covered structure provided shall meet current Oregon Structural Specialty Code and be permanently attached to the ground;

5. A food cart pod site with 3 or more food carts shall provide covered seating and restrooms on site.

C. Signs. Type I approval: Signs are restricted to portable signs only, permitted pursuant to Chapter 17.114. Type II approval: Signs are permitted pursuant to Chapter 17.114. Signage painted on food carts is permitted.

D. Minimum Setbacks and Separation Distance. All food carts on the site shall be located a minimum of:

1. Five (5) feet from any structure or other food cart;

2. Ten (10) feet from any front lot line; and

3. Five (5) feet from any interior side or rear lot line, except if such lot line abuts a street the setback shall be ten (10) feet and if such lot line abuts a residential district the minimum setback shall be twenty (20) feet. In the downtown overlay, Chapter 17.80 governs required setbacks, however, the provisions of section E (Screening) still apply.

4. Awnings and canopies may encroach into the required setback not more than 36-inches, provided that the width of the setback is not reduced to less than three (3) feet.

E. Screening. If the food cart pod is located less than twenty (20) feet from a residential zoning district, the residential property shall be screened from the food cart pod, which may be a portion of a property including the food cart, seating, queuing, etc., abutting the residential zoning district and may not necessarily extend to the shared property line. Required screening:

1. May be provided by an existing, continuous, sight-obscuring structure, solid fence, or hedge;

2. If new, shall be a continuous, sight-obscuring vegetative screen; or if fencing is utilized as screening, shall be continuous, sight-obscuring fencing made of wood or ornate metal. Chain-link fencing with slats shall not qualify as acceptable screening material; and

3. Shall have a minimum height of six (6) feet.

F. Setback from Vehicular and Pedestrian Use Areas. Windows and doors used for service to customers shall be located a minimum of ten (10) feet from loading areas, driveways, on-site circulation drives, and parking lot aisles, and a minimum of five (5) feet from bicycle parking spaces and walkways.

G. Obstruction of Vehicular and Pedestrian Use Areas and Landscape Areas. No food cart or associated element, such as aboveground power cords, seating areas, trash receptacles, signs, and customer queuing areas, shall occupy bicycle parking spaces, loading areas, or walkways. Food carts and amenities shall not occupy landscaping areas approved as part of a prior design review or other land use application. However, occupying existing on-site automobile parking spaces is permitted, provided that such spaces are not simultaneously used for parking or required to meet minimum parking requirements on the site.

H. Surfacing. All food carts shall be placed on a hard-surfaced area such as concrete or asphalt, and any associated parking, loading, and maneuvering areas for vehicles shall be on hard-surfaced areas. If new paved surface is added to a site to accommodate a cart, the parking area shall comply with applicable parking design standards contained in Chapter 17.106.

I. Driveway Access. No new or modified driveway access is permitted, unless approved by the City Engineer, in accordance with this Chapter and other applicable sections of the Scappoose Municipal Code and the Public Works Design Standards.

J. Intersection Sight Distance and Visual Clearance Areas. The food cart and any attachments, accessory items, or customer queuing areas shall comply with the intersection sight distance and visual clearance area requirements of the Scappoose Municipal Code Chapter 12.10 and Public Works Design Standards.

K. Lighting. Outdoor lighting shall be required to maintain safety and for crime prevention, to be approved by the Chief of Police, if not already adequately provided by an existing use. All lighting on site shall be shielded so that it does not become a nuisance to neighboring properties.

L. Utilities. To the extent that utilities are desired by the applicant or required by applicable regulations, food carts shall have self-contained utilities, or if on-site utility connections are proposed, such utilities shall be installed underground, except where prohibited by the utility district or company.

M. Sanitation Facilities. Food cart pods shall ensure the availability of a restroom with hand washing facilities meeting the provisions of OAR 333-150-0000 for employees and customers. Portable restrooms and portable handwashing facilities are not permitted, unless the portable handwashing facilities provide hot running water meeting the provisions of OAR 333-150-0000. If portable restrooms and portable handwashing facilities are provided, they shall be screened from view with fencing or a solid vegetative screen, or a combination of the two, provided that the portable facilities are not visible from neighboring properties or public rights-of-way. The restrooms must either be on-site, within one-quarter mile or within 5 minutes walking distance and be available during the carts' hours of operation. Applicants shall provide the City with documentation that restrooms are available via the owners written permission for the utilization of facilities in an existing building.

N. Sewage Disposal. Subsurface sewage disposal is prohibited.

O. Vendor Parking. For any food cart pod requiring approval by the Planning Commission, vendor parking shall be provided in addition to the off-street parking requirements of Chapter 17.106 (Off-Street Parking and Loading Requirements) at the rate of one parking stall per food cart. Vendor parking may be satisfied by the provision of off-site shared parking agreements, when the off-site parking space used is surplus parking and not required parking for an existing use.

P. Landscaping. Type II food cart pod permits are subject to Chapter 17.100 – Landscaping, Screening and Fencing. A portion of the landscaping required may be provided with attractive potted planters, provided they contribute to the aesthetics of the pod, provide effective screening, and are well maintained year-round.

Q. Noise. Any noise generated on site is subject to Municipal Code Section 9.12.040 – Offenses Related to Noise.

17.126.050 Food Cart Standards. The following standards apply to each food cart on the site.

A. Attachments. Attachments to the food cart, such as awnings or canopies, are permitted only if they are supported entirely by the cart and do not touch the ground. Neither the food cart nor any item relating to the cart shall lean against or hang from any structure or utility pole. No structure shall be attached to the food cart.

B. Accessory Storage. Except as specifically allowed by 17.126.040(B), items relating to the food cart shall be stored in, on, or under the cart in an orderly manner, or out of sight.

C. Interior Seating or Vending. Customer seating or vending inside a food cart is prohibited.

D. Length of cart. Food carts shall not exceed 26 feet in length.

E. Carts and their accessory items shall be kept in good repair and be maintained in a safe and clean condition.

F. The following health and sanitation standards shall apply:

1. Applicants shall provide wastewater/graywater disposal documentation that indicates how the outputs will be stored (if applicable) and what wastewater/graywater disposal method will be used. The documentation shall indicate a proper disposal method that ensures fats, oils and grease do not enter the City's wastewater infrastructure. If the applicant intends to contract with a third party for wastewater/graywater disposal, a copy of the contract must be provided to the City within 15 days of receiving a permit.

2. Non-stormwater discharges to the City's stormwater system are prohibited.

G. Drive-Thru Service. Food carts shall not provide drive-thru service.

H. Other Licenses/Approvals Required. Besides meeting the requirements of this chapter, the operator of a food cart must have an active City business license, must comply with the current edition of the International Fire Code (I.F.C.) for Mobile Food Carts and receive an annual Fire District inspection and approval, and must receive approval and comply with the permit requirements of Columbia County Environmental Health Department.

17.126.060 Food Cart Pod Modification. An application for a food cart pod modification shall be required when any of the following thresholds apply:

A. Thresholds.

1. Modification to an approved food cart pod site layout or design, which does not increase the number of food carts permitted on the site.

2. Addition of non-permanent amenities to an approved food cart pod, such as but not limited to: picnic tables, awnings and landscaping.

B. Procedure Type.

1. The Type 1 procedure, as described in section 17.126.030(A) of this chapter shall apply to an application for a Food Cart Pod Modification when the thresholds above are met.

2. In the event that a modification exceeds the above thresholds, a new Type II Food Cart Pod Permit shall be applied for.

17.126.070 Submittal Requirements. An application for a Food Cart Pod Permit shall include the following:

A. A completed application, including the property owners' signature, on a form provided by the Planning Department; and

B. Information sufficient to address the standards in 17.126.040; and

C. A site plan of the subject property drawn to scale and including:

1. The lot lines,

2. The location of existing structures,

3. The proposed boundaries of the food cart pod. Within the boundaries of the food cart pod, the location of all food carts, seating areas, and any accessory items or structures,

4. The proposed distance between the food cart pod and adjacent lot lines, as well as the proposed separation distance between individual carts and between carts and other on-site structures,

5. The type and location of any proposed on-site utility connections for food carts,

6. Number and location of food carts on site and individual square footage and length of each cart,

7. Pictures or architectural elevations of proposed food cart(s),

8. The location of existing and proposed loading areas, driveways, on-site circulation drives, parking lots aisles, parking lot lighting, bicycle and automobile parking spaces, and walkways,

9. The orientation of service windows and doors on the food carts and location of customer queuing areas,

10. The location of existing and proposed landscaping,

11. The dimension, height, and location of proposed signs,

12. Proof of the availability of restroom facilities for employees and customers that meet the requirements of OAR Chapter 333-150-0000,

13. The method for disposing of wastewater and gray water,

14. Written verification of approval by Columbia County Health Department,

15. Written verification of approval by Scappoose Fire District,

16. Traffic generation memo, meeting the requirements specified in SDC 17.154.030(S),

17. A statement indicating any source of noise to be generated on the property and the method of mitigating the noise, and

18. Any additional information that may be required by the Planning Department to properly evaluate the proposed site plan.

17.126.080 Conditions of Approval. The approval body may impose conditions upon the approval of a Food Cart Pod Permit to ensure compliance with the requirements of this chapter, and other applicable chapters of the development code, and to

minimize adverse impacts created by the use on surrounding property and uses. These conditions may include, but are not limited to, the following:

- A. Limiting the hours, days, place and manner of operation;
- B. Requiring site and building design features which minimize environmental impacts such as noise, glare, and odor;
- C. Requiring additional building setbacks;
- D. Further limiting the building area and outdoor storage used by the food cart pod and restricting the location of the use on the site in relationship to adjoining uses;
- E. Designating the size, number, location and design of vehicle access points;
- F. Requiring landscaping, buffering and/or screening, of the food cart pod from adjoining uses and establishing standards for the continued maintenance of these improvements;
- G. Requiring storm drainage improvements, and surfacing of parking and loading areas;
- H. Limiting or setting standards for the location and intensity of outdoor lighting;
- I. Requiring and designating the size, height and location of fences and materials used for their construction;
- J. Requiring the protection and preservation of existing trees, and other vegetation, watercourses, slopes, wildlife habitat areas and drainage areas;
- K. Limiting the type and number of vehicles or equipment to be parked or stored on the site;
- L. Any other limitations which the approval authority considers to be necessary or desirable to make the use comply with this section; and
- M. Any limitations or conditions imposed by the City's service providers or the Fire Department.

17.126.090 Approval Period.

- A. Type I: A Type I Food Cart Pod Permit approval is valid for two years from the date of the final written decision, provided the approval is implemented within a one-year period. If not implemented within a one-year period, the approval will become void. At the end of any two-year period, the applicant may apply for another two-year permit by filing a new Type I or Type II application, as applicable.
- B. Type II: A Type II Food Cart Pod Permit approval does not expire, provided the approval is implemented within a one-year period. If not implemented within a one-year period, the approval will become void.
- C. "Implemented" means all necessary development permits shall be obtained and maintained for the approved development.

17.126.120 Grounds for Revocation. The Planner or designee may:

- A. Revoke a Food Cart Pod Permit approval if the conditions of approval have not been or are not being complied with and the food cart pod is being conducted in a manner contrary to this chapter.
- B. The Planner or designee shall approve the use as it exists, revoke the Food Cart Pod Permit, or compel measures to be taken to ensure compatibility with the neighborhood and conformance with this section after reviewing a complaint. Complaints may be originated by the City of Scappoose or the public. Complaints from the public shall clearly state the objection to the food cart pod, such as:
 - 1. Generation of excessive traffic;
 - 2. Generation of excessive noise or litter;
 - 3. Other offensive activities not compatible with the surrounding area.
- C. Waiting Period for Reapplication. When a Food Cart Pod Permit has been revoked due to violation of these standards, a minimum period of one year shall elapse before another application for a food cart pod on the subject parcel will be considered.
- D. The Food Cart Pod Permit owner may appeal the Planner's decision to the Planning Commission.

SUBMITTAL REQUIREMENTS CHECK LIST (FOOD CART POD PERMIT)

Submittal Recommendations:

☐ Applicants are advised to schedule a pre-application meeting with Planning staff to discuss their request prior to submittal of an application. Applicable sections of the Scappoose Development Code (SDC) which will require a narrative response will be discussed during the pre-application conference.

Application Submittal Requirements:

The following is a summary of the application submittal requirements that must be received by the City. File order and details of each submittal item are shown on the following pages. Application materials must follow the specified order and the appropriate electronic file naming standards shown on the following pages to ensure a complete application. Incomplete applications will not be accepted.

☐ Application Form, (Completed, and Signed): the original completed, signed application which must include a “wet ink” signature from the property owner or owner’s authorized agent.

☐ Application fees: the appropriate application fee PAYABLE TO CITY OF SCAPPOOSE. Please consult the fee schedule for current fees.

☐ Narrative and Response to Approval Criteria: A written narrative describing the project and addressing compliance with all approval criteria and applicable standards from the Scappoose Development Code (SDC). The narrative shall also address how all conditions placed on any associated land-use approvals are met (if applicable), and reference any necessary approvals from other agencies: Columbia County, DSL, ODOT, DEQ, etc.

☐ Site development plans drawn to a standard engineering scale.

☐ Transportation Impact Analysis/Letter, as applicable

☐ Geotechnical Report, as applicable

☐ Storm Water Analysis, as applicable

☐ Pictures or architectural elevations of proposed food carts.

☐ Proof of the availability of restroom facilities for employees and customers that meet the requirements of OAR Chapter 333-150-0000.

☐ The method for disposing of wastewater and gray water.

☐ Written verification of food cart approval by Columbia County Health Department.

☐ Written verification of food cart approval by Scappoose Fire District.

☐ A statement indicating any source of noise to be generated on the property and the method of mitigating the noise.

☐ Will serve letter from Postmaster, Waste Management, CRPUD, NW Natural, and Comcast (as applicable).

☐ Complete Electronic Set of all application materials: a full electronic version of all application materials, including all applicable items listed on the following page, provided on CD, DVD, or thumb-drive (storage device will not be returned to the applicant). The electronic files must include a complete application packet in the order specified on the following pages and with correct file naming standards.

Site Development Plans.

Site development plans shall include the following information:

- ☐ A vicinity map showing the proposed site and surrounding properties.
- ☐ The site size and its dimensions.
- ☐ The location, dimensions, and names of all; existing and platted streets and other public ways and easements on the site and on the adjoining properties, and proposed streets and other public ways and easements on the site.
- ☐ The location and dimensions of existing and proposed; entrances and exits on the site, parking and traffic circulation areas, loading and service areas (where applicable), standard, compact, and ADA parking stalls, lighting on site, and pedestrian and bicycle facilities.
- ☐ The location, dimensions, and setback distances of all:
 - Existing structures, improvements and utilities which are located on adjacent property within twenty-five feet of the site and are permanent in nature, and
 - Proposed boundaries of the food cart pod
 - Within the boundaries of the food cart pod, the proposed location of all food carts, seating areas, and any accessory items or structures,
 - The proposed distance between the food cart pod and adjacent lot lines, as well as the proposed separation distance between individual carts and between carts and other on-site structures
 - The type and location of existing utilities and any proposed on-site utility connections for food carts or accessory buildings
 - Number and location of food carts on-site and individual square footage and length of each cart
 - The orientation of service windows and doors on the food carts and location of customer queuing areas
 - The location of existing and proposed landscaping
 - The dimension, height and location of proposed signs (any additional signs on site may require a Sign Permit)
- ☐ A grading plan (if applicable) that includes:
 - The identification and location of the benchmark and corresponding datum;
 - Location and extent to which grading will take place indicating contour lines, slope ratios, and slope stabilization proposals; and
 - When requested by the planner, a statement from a registered engineer supported by factual data substantiating:
 - + The validity of the slope stabilization proposal,
 - + That other off-site impacts will not be created
- ☐ The location of drainage patterns and drainage courses.
- ☐ The location of any natural hazard areas including:
 - Floodplain areas (only hundred-year floodplain and floodway),
 - Slopes in excess of fifteen percent;
 - Unstable ground (areas subject to slumping, earth slides or movements),
 - Areas having a high seasonal water table within twenty-four inches of the surface for three or more weeks of the year
 - Areas having a severe soil erosion potential as defined by the Soil Conservation Service, and
 - Areas having severe weak foundation soils;
- ☐ If applicable, the location of resource areas or site features including:
 - Wildlife habitat, and
 - Wetlands,
 - Rock outcroppings, and

- Trees with a six-inch caliper or greater measured four feet from ground level;

☐ The method for mitigating any adverse impacts upon wetland, riparian or wildlife habitat areas.

☐ The location of areas to be landscaped including;

- Location and height of fences, buffers, and screening,
- Location of terraces, decks, shelters, play areas, and common open space where applicable, and
- Location, type, and size of existing and proposed plant materials
- Soil conditions, and
- Erosion control measures that will be used.

ELECTRONIC FILE ORDER AND DETAIL (FOOD CART POD PERMIT)

File Order and Detail: Application materials must be provided in the following order on the submitted electronic storage device:

- 1) Application Form (Completed, Signed):** The original completed, signed application form. The original application form must include a “wet ink” signature from the property owner or authorized agent.
- 2) Narrative and Response to Approval Criteria:** A written narrative describing the project and addressing compliance with all approval criteria and applicable standards from the Scappoose Development Code (SDC). The narrative shall also address how all conditions placed on any associated land-use approvals are met (if applicable), and reference any necessary approvals from other agencies: Columbia County, DSL, ODOT, DEQ, etc.
- 3) Plans/Drawings:** Appropriate and necessary plans and/or drawings.

Plans Saved to Scale:

All plans must be saved to a legible and reasonable scale. Examples of preferred plan scales include:

Site plans: 1" = 20' (22" x 34"); 1" = 40' (11" x 17")

Landscape plans: 1" = 20' (22" x 34"); 1" = 10' for detailed plans; 1" = 40' (11" x 17")

Architectural drawings: floor plans, building elevations, and other architectural drawings: 1/8" = 1'; no smaller than 1/16" = 1'; 1/4" = 1' for detailed plans.

ELECTRONIC FILE NAMING STANDARDS

Submission of electronic files uploaded to an electronic storage device should be numbered and named according to their order listed on the provided Title Sheet, Cover Sheet or Table of Contents. File names should start with a numeric value followed by the document name. The numeric value at the beginning of the file name ensures the order in which they are displayed. NOTE: Please limit the number of characters in the file name to 40 characters or less – abbreviations are acceptable and encouraged. Do not include “-” (dashes) or special characters in the file name. Below are examples of acceptable file names.

Document File Naming Standards: (Document files shall start with a two-digit number)

Application Packet Order of Contents	Document File Naming Standards
Application Form (Completed, signed)	01 Application.pdf
Site Activity Statement	04 Activity Statement.pdf
Narrative and Response to Approval Criteria	05 Narrative.pdf
Technical Reports: Storm water Analysis	10 Storm Analysis.pdf
Plans/Drawings	See below for examples

Drawings File Naming Standards: (Drawing files shall start with a three-digit number) The following components make up the file name:

Sequential Display Order No.	Sheet Number	Sheet Title/Name		File Name
001	G001	Cover Sheet	=	001 G001 Cover Sheet

The following examples highlight acceptable naming standards for drawing sheets:

List of sheets provided on Drawing Cover Sheet: Examples of Drawing File Names:

DRAWING INDEX	
SHEET NO.	DRAWING TITLE
	COVER SHEET
0.1	PRELIMINARY EROSION & SEDIMENT CONTROL PLAN
1.0	PRELIMINARY SITE PLAN
1.1	EVERGREEN ACCESS PLAN
1.2	PRELIMINARY PHASING PLAN
1.3	PRELIMINARY CIRCULATION PLAN
2.0	PRELIMINARY GRADING AND DRAINAGE PLAN
3.0	PRELIMINARY UTILITY PLAN
3.1	PRELIMINARY LIGHTING PLAN
1.0	LANDSCAPE PLAN
<u>EXISTING CONDITIONS PLAN (ALTA SURVEY)</u>	
1 OF 1	TOPOGRAPHIC SURVEY

001 Cover Sheet
002 0.1 Erosion Control
003 1.0 Prelim Site Plan
004 1.1 Evergreen Access
005 1.2 Phasing
006 1.3 Circulation
007 2.0 Grading and Drainage
008 3.0 Utility
009 3.1 Lighting
010 1.0 Landscape
011 Topographic Survey

The number value in front of the file name ensures the display order.

TEMPORARY USE PERMIT
SUPPLEMENT



Site Location & Description

Tax Map #(s) _____ Tax Lots #(s) _____

Site Address _____

Nearest Cross Street _____

Comprehensive Plan Designation _____ Zoning _____

Site Size _____ acres/sq.ft. Dimensions of Site _____

Temporary Use Information

Site Plan: Please attach plot (site) plans which show parking, driveways, building setbacks, building dimensions and location of the temporary structure, or temporary use in relation to permanent structures.

Description of proposed temporary structure and/or use: _____

Attach a statement regarding the reasons for the request and any other information that will be helpful in considering this request.

Proposed structure size: _____ sq. ft.

Duration of temporary use (please check one): ____ less than 90 days ____ more than 90 days

What is the time limit requested for this temporary structure and/or use? _____

Dates of temporary use operation: Start date: _____ End date: _____

Please check one: ____ One time use ____ Annual/Seasonal Use

Will the general public have access to the structure, use, or vehicle? ____ Yes ____ No

Will the structure, use or vehicle be restricted to use by employees of the applicant only?

____ Yes ____ No

Does the structure require sanitary sewer connection? ____ Yes ____ No

Are sanitary facilities available to the structure? ____ Yes ____ No

If Yes, where? _____

Does the structure require water line connection? ____ Yes ____ No

Will a permanent structure be built to replace the proposed temporary structure?

____ Yes ____ No If Yes, when? _____ Explain: _____

Ownership and Application Information

Property Owner(s) _____

Mailing Address(es)/State/Zip _____

Phone #(s) _____ Fax # _____

Email Address(es) _____

Does the owner of this site also own any adjacent property? ____ Yes ____ No

If Yes, what is the Tax Map #(s)? _____ Tax Lot #(s) _____

Property Owner's Signature _____ Date _____

Property Owner's Signature _____ Date _____

Applicant Agreement

In consideration of permission to establish the temporary use requested, I (we) hereby agree to strictly observe all ordinances and regulations of the City of Banks, and I (we) furthermore agree to assume all liability from accident due to the noncompliance of the temporary structure with the City fire, electrical, plumbing, structural mechanical, or fire and life safety codes as applicable to permanent structures. I (we) hereby hold harmless and will defend the City of Banks, its officers or employees in any suit or action instituted against them on account of such non-compliance.

Property Owner(s) _____

Mailing Address(es)/State/Zip _____

Phone #(s) _____ Fax # _____

Email Address(es) _____

Driver's License #(s) _____ Vehicle License #(s) _____

Applicant's interest in property (State whether owner, buyer, lessee, contractor/builder, architect, consultant, real estate or legal representative and for who) _____

Applicant's Signature _____ Date _____

Applicant's Signature _____ Date _____

Applicant's Signature _____ Date _____

Submittal Requirements

- ☐ Original, signed and complete application form.
- ☐ Site plan which shows parking, driveways, building setbacks, dimensions of proposed temporary structure, or temporary use and location in relation to permanent structures.
- ☐ A written statement regarding the reasons for the request and any other information that will be helpful in considering this request.
- ☐ Copies of all state or county permits required for the business operations, including food handler's permits, county health inspection certificates, and the like.

GENERAL BUSINESS LICENSE APPLICATION



Contact Information

Business Name _____ Business Phone Number _____

Business Location

Street Address: _____

City _____

State _____ Zip Code _____

Mailing Address (if different from Business Location)

Street Address: _____

City _____

State _____ Zip Code _____

Business Owner or Corporation Contact Name _____

Business Owner Address _____

City _____ State _____ Zip Code _____

E-mail Address _____ Secondary Contact Phone # _____

Detailed Description of Business

Number of Employees: Full time _____ Part Time _____ Seasonal _____

Please attach copies of state and county licenses.

Type of Business

- | | |
|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Individual/Sole Proprietor |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Non-Profit |

Business Category

- | | |
|--|---|
| <input type="checkbox"/> Accommodations & Food Services | <input type="checkbox"/> Health Care & Social Assistance |
| <input type="checkbox"/> Administrative/Temp Services | <input type="checkbox"/> Information |
| <input type="checkbox"/> Adult Care | <input type="checkbox"/> Professional/Scientific/Technical Services |
| <input type="checkbox"/> Agriculture/Forestry/Mining | <input type="checkbox"/> Real Estate Rental & leasing |
| <input type="checkbox"/> Antiques/ 2nd – Hand Goods | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Arts, Entertainment, & Recreations | <input type="checkbox"/> Security Services |
| <input type="checkbox"/> Contractor CCB # _____
(attach copy) | <input type="checkbox"/> Transportation & Warehousing |
| <input type="checkbox"/> Educational Services | <input type="checkbox"/> Utilities |
| <input type="checkbox"/> Finance & Insurance | <input type="checkbox"/> Wholesale/Trade |
| | <input type="checkbox"/> Other: Describe: _____ |

Supplemental Applications

Depending on the type of business being conducted, additional applications and permits may be required. Please answer the questions below to determine if your business requires any supplemental applications.

Is this business location inside Banks city limits? Yes ☐ No ☐

Is this business being run out of a home or residence in Banks? Yes ☐ No ☐
If yes, complete *Home Occupation Permit Application*

Is this a mobile vending business?

OR

Will your business operate temporarily? Yes ☐ No ☐
If yes, complete *Mobile/Temporary Business Permit Supplement*

Fee

Application Fee – see fee schedule

The City requires a business license and fee in accordance with its revenue based program registry. Issuance of a City of Banks business license does not exempt a business owner, agent or operator from compliance with any other applicable Federal, State or Municipal laws; including the City's business recycling requirements. The undersigned declares under penalty of law that the information provided in this application is true. A copy of this application or information contained herein may be disclosed to requestors under the Public Records Law.

Signature _____ Title _____ Date _____

For Office Use Only: Date received: _____ Approved by: _____ Date approved: _____

CHAPTER 9-10 - MOBILE FOOD UNIT REGULATIONS

Sections:

TMC 9-10-010 - Purpose and Applicability.

- (1) The purpose of this Chapter is to permit mobile food units to operate on private property within the City and establish regulations to protect the health, safety, and welfare of the public.
- (2) The requirements of this Chapter do not apply to a mobile food unit that operates:
 - (a) As a vendor under an approved City event permit;
 - (b) Under a street closure permit granted by the City;
 - (c) On private property authorized by a Special Event Permit issued under TMC 5-5;
 - (d) On private property authorized by a Special Assembly permit issued under TMC 6-2;
 - (e) Under the authority of any other permit issued by the City where the City indicates approval of a mobile food unit; or
 - (f) At private catering events where the sale or distribution of food is not open to the public.

TMC 9-10-020 - Definitions.

Mobile Food Unit means a vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway, or water on which food is prepared, processed, or converted, or which is used in selling and dispensing food to the public. Mobile Food Units include, but are not limited to, food trucks, food carts, and pushcarts.

Person means individuals, corporations, associations, firms, partnerships, limited liability companies, and joint stock companies.

Pushcart means a non-motorized cart designed to be pushed or pulled by a person.

Site means a lot or parcel of property on which a mobile food unit is permitted to operate.

TMC 9-10-030 - Mobile Food Unit Permit Required.

- (1) Any person wanting to operate a mobile food unit must obtain a City of Tualatin Mobile Food Unit Permit prior to operating a mobile food unit within the City.
- (2) An applicant for a Mobile Food Unit Permit must provide the following information to the City:
 - (a) The name and contact information of the mobile food unit owner;
 - (b) The name and contact information of the mobile food unit operator;
 - (c) The specific location of where the mobile food unit intends to operate and the intended duration of operation;
 - (d) The name, contact information, and proof of consent from the owner of the property where the mobile food unit intends to operate;
 - (e) Proof of a City of Tualatin business license; and
 - (f) Proof that establishes the person has obtained all required health and sanitary licenses from the State of Oregon and Washington or Clackamas Counties, as applicable.
- (3) If the applicant shows proof satisfactory to the City that the application criteria have been met, the City will grant the Mobile Food Unit Permit.

- (4) If the City denies the Mobile Food Unit Permit, the City will notify the applicant in writing of the reasons for the denial. An applicant may correct the deficiency or appeal the denial.
- (5) An applicant may appeal a denial of a Mobile Food Unit Permit to the City Manager by filing a request for review. The request for review must contain a copy of the denial notice, a request for a hearing or request for written review without a hearing, and a statement setting forth the reason(s) that the denial of the Mobile Food Permit was in error. The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument to support the applicant's position. The City Manager must make a written decision within 30 days of the conclusion of the hearing. The City Manager's decision is final on the matter.
- (6) A person granted a Mobile Food Unit Permit must notify the City of any changes in the information provided in the Mobile Food Unit application within 30 days of the change, and update such information annually.

TMC 9-10-040 - Operating Requirements.

- (1) A person operating a mobile food unit must comply with all applicable policies and regulations set forth by the Tualatin Municipal Code and the Tualatin Development Code, including but not limited to all traffic laws and parking regulations.
- (2) A person operating a mobile food unit must comply with all health, safety, and environmental laws, including but not limited to proper disposal of cooking waste and wastewater.
- (3) A mobile food unit must have wheels and the wheels must not be removed.

TMC 9-10-050 - Location Standards.

- (1) Mobile food units are allowed to operate in the following planning districts:
 - (a) CO—Commercial Office—except a mobile food unit cannot operate in the CO planning district if the location of the mobile food unit is within 200 feet of the Central Commercial (CC) planning district;
 - (b) CR—Recreational Commercial;
 - (c) MC—Medical Center;
 - (d) ML—Light Manufacturing;
 - (e) MG—General Manufacturing;
 - (f) MP—Manufacturing Park;
 - (g) MBP—Manufacturing Business Park; and
 - (h) IN—Institutional.
- (2) Mobile food units are prohibited to operate within 100 feet of a gas station.

TMC 9-10-060 - Site Standards.

- (1) Mobile food units, including all items associated with the operation, must not obstruct pedestrian pathways, driveways, drive aisles, sidewalks, streets, or public rights-of-way, or otherwise create a traffic or safety hazard.
- (2) Mobile food unit operators must provide garbage and recycling for patrons.
- (3) Mobile food units must have self-contained water, sewer, and electrical systems, as applicable.
- (4) Mobile food units are prohibited from connecting to public or private water, sewer, and electrical utilities.
- (5) Mobile food units must operate and park only within an existing paved parking lot or other hard-surfaced area.

(6) Only one mobile food unit is allowed to be present at a site at any one time.
TMC 9-10-070 - Pushcarts.

(1) Pushcarts are allowed to operate in the following planning districts:

- (a) CC—Central Commercial;
- (b) CG—General Commercial;
- (c) ML—Light Manufacturing;
- (d) MG—General Manufacturing; and
- (e) MP—Manufacturing Park.

(2) Pushcarts must comply with the following standards:

- (a) Be no larger than six feet in length;
- (b) Not locate within 200 feet of a restaurant or fruit and vegetable market without written consent from the proprietor of the restaurant or market;
- (c) Not conduct business on public sidewalks without obtaining a permit from the City;
- (d) Not operate on a private sidewalk, except by permission of the property owner; and
- (e) Comply with the Site Standards in TMC 9-10-060.

TMC 9-10-080 - Joint and Several Liability.

Any person who owns a mobile food unit will be held jointly and severally liable with any person that operates the mobile food unit for any violation of this Chapter.

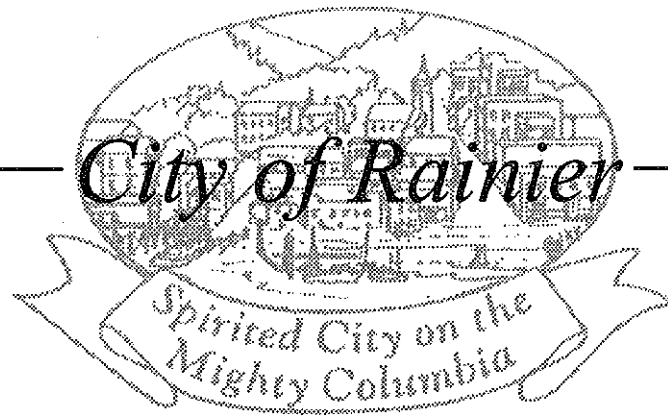
TMC 9-10-090 - Violations.

- (1) Any person who violates any provision of this Chapter commits a civil infraction and is subject to a fine of up to \$1,000.00. Each violation, and each day that a violation continues, is a separate civil infraction.
- (2) The civil infraction procedures in TMC Chapter 7-01 apply to the prosecution of any violation of this Chapter.
- (3) In addition to prosecution for a civil infraction, a person found in violation of any provision of this Chapter may have a Mobile Food Unit Permit revoked.
 - (a) Prior to revocation, the City Manager, or designee, must provide the person with written notice of the alleged violation and an opportunity to rebut the allegations.
 - (b) The City Manager, or designee, will set the matter for a hearing and allow the applicant to present evidence and argument.
 - (c) Upon conclusion of the hearing, the City Manager, or designee, must make a written decision within 30 days of the conclusion of the hearing. The City Manager's, or designee's, decision is final on the matter.

City of Rainier

Agenda Report Form

Agenda Date: March 2, 2020	New Business Item: (b.)
Title: Re-Appointment Planning Commission Positions #2, #4, #6, #7.	
Background: Four positions with the Planning Commission have expired. All four commissioners have expressed an interest to be re-appointed to the commission and two have resigned this past year, Al Guist and Steve Hov.	
Budget: N/A	
Memo: <p>The City currently has four (4) Planning Commissioners. Ordinance 941 states the planning commission should consist of seven (7) members.</p> <p>Prior to these two vacant positions, recruiting efforts have returned no applicants</p> <p>Discussion: Does Council want to recruit again? Would Council consider amending the ordinance to reduce planning commission member requirement to five (5)? Several city's in Oregon of various populations carry only five planning commissioners.</p>	
Sample Motion Motion #1 – Move to re-appoint ___ Julie Kauppi ___ to Planning Commission Position #2 with the term commencing on January 1, 2020 ending December 31, 2023. Motion By: _____ 2 nd _____ Motion #2 – Move to re-appoint ___ Dena Nordstrom ___ to Planning Commission Position #4 with the term commencing on January 1, 2020 ending December 31, 2023. Motion By: _____ 2 nd _____ Motion #3 – Move to re-appoint ___ Erin O'Connell ___ to Planning Commission Position #6 with the term commencing on January 1, 2019 ending December 31, 2022 Motion By: _____ 2 nd _____ Motion #4- Move to re-appoint ___ Paul Langner ___ to Planning Commission Position #7 with the term commencing on January 1, 2019 ending December 31, 2022.	
Notes:	



February 7, 2020

Willie H Denson & Kathy M Olsen
20775 Butteville Rd. NE
Aurora, OR 97002

Dear Mr. Denson & Ms. Olsen:

This is to notify you that the house you own at 29545 Old Rainier Rd. has been determined to be a dangerous building by Rainier Police Chief Griffith. Chief Griffith presented his findings to the Rainier City Council on February 3, 2020. Rainier City Council has directed the City to hold a hearing to address the nuisance character of your property. I am hereby notifying you that the hearing is set for March 2, 2020 at 6pm at Rainier City Hall, 106 West B St., Rainier, OR 97048.

Please find the enclosed Dangerous Buildings Municipal Code. If you have questions, please contact Chief Gregg Griffith at 503-556-3644.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Blodgett".

Sarah Blodgett
City of Rainier
Interim City Recorder

CC file: 7217-C0-01300
Chief Griffith

From: Gregg Griffith
Sent: Thursday, January 23, 2020 1:59 PM
To: James Bradfield; Jenna Weaver; Jerry Cole; Richard Sanders; Robert Duplessis; Sloan Nelson; Steve Massey
Cc: Morris Malakoff; 'Morris Malakoff'; Sue Lawrence
Subject: Hazardous Building

Mayor and Council,

We have received complaints regarding the house at 29545 Old Rainier Road as being a hazard, or dangerous building. Per Rainier City Ordinance 15.15 (See below ordinance) I am reporting this information to you as it appears the house meets the definition of a dangerous building. I have also attached pictures of the building and the tax statement showing property ownership.

I asked Mr. Malakoff to place this item on the February agenda for your consideration.

RAINIER MUNICIPAL CODE

CHAPTER 15.15 – DANGEROUS BUILDINGS

15.15.010 Definitions.

As used in this chapter, the following mean:

A. "Dangerous building" means:

1. A structure that, for lack of proper repairs, or because of age and dilapidated condition or of poorly installed electrical wiring or equipment, defective chimney, gas connection, or heating apparatus, or for any other reason, is liable to cause fire, and which is situated or occupied in a manner that endangers other property or human life.
2. A structure containing combustible or explosive materials or inflammable substances liable to cause fire or danger to the safety of the building, premises or to human life.
3. A structure that is in a filthy or unsanitary condition liable to cause the spread of contagious or infectious disease.









4. A structure in such weak, dilapidated or deteriorated condition that it endangers a person or property because of the probability of partial or entire collapse.

B. "Person" means every natural person, firm, partnership association or corporation. (Ord. 904 § 1, 1987)

15.15.020 Nuisance declared.

Every building found by the council to be a dangerous building is declared to be a public nuisance and may be abated by the procedures specified in this chapter or by a suit for abatement brought by the city. (Ord. 904 § 2, 1987)

15.15.030 Initial action.

When a city official determines that there is a dangerous building, the official shall report it to the council. The council shall, within a reasonable time, fix a time and place for a public hearing. (Ord. 904 § 3, 1987)

15.15.040 Mailed notice.

A. The city recorder shall notify the owner of the building and, if not the same person, the owner of the property on which the building is situated. The notice shall state:

1. That a hearing will be held concerning the nuisance character of the property; and
2. The time and place of the hearing.

B. A copy of this notice shall be posted on the property. (Ord. 904 § 4, 1987)

15.15.050 Published and posted notices.

Ten days' notice of the hearing shall be published in a newspaper of general circulation in the city or by posting notices in three public places in the city. (Ord. 904 § 5, 1987)

15.15.060 Hearing.

A. At the hearing, the owner or other persons interested in the dangerous building shall have a right to be heard.

B. The council may inspect the building and may consider the facts observed by it in determining if the building is dangerous.

C. If the council determines that the building is dangerous, the council may by resolution:

1. Order the building to be abated; or
2. Order the building to be made safe and prescribe what must be done to make it safe. (Ord. 904 § 6, 1987)

15.15.070 Council orders – Notice.

Five days' notice of the council's findings and any orders made by the council shall be given to the owner of the building, the owner's agent or other person controlling it. If the orders are not obeyed and the building not made safe within the time specified by the order (being not less than five days), the council may order the building demolished or made safe at the expense of the property on which it is situated. (Ord. 904 § 7, 1987)

15.15.080 Abatement by the city.

A. If the council orders are not complied with, the council may:

1. Specify the work to be done;
2. File a statement with the recorder; and
3. Advertise for bids for doing the work in the manner provided for advertising for bids for street improvement work.

B. Bids shall be received, opened and the contract let. (Ord. 904 § 8, 1987)

15.15.090 Assessment.

A. The council shall determine the probable cost of the work and assess the cost against the property upon which the building is situated. The assessment shall be declared by resolution, and it shall be entered in the docket of the city liens and become a lien against the property.

B. The creation of the lien and the collection and enforcement of the cost shall be performed in substantially the same manner as assessment for street improvements. (Ord. 904 § 9, 1987)

15.15.100 Summary abatement.

The procedures of this chapter need not be followed if a building is unmistakably dangerous and imminently endangers human life or property. In this instance, the chief of the fire department, the fire marshal or the chief of police may summarily demolish the building. (Ord. 904 § 10, 1987)

15.15.110 Errors in procedure.

Failure to conform to the requirements of this chapter that does not substantially affect a legal right of a person does not invalidate a proceeding under this chapter. (Ord. 904 § 11, 1987)

15.15.120 Violation – Penalty.

A person who owns or is in possession of or is in charge of a dangerous building, and who allows the building to remain dangerous for as long as 10 days after receipt of the notice specified in RMC [15.15.070](#), may be fined not more than \$500.00. Each day following the tenth day after receipt of notice that a violation continues shall be considered a separate offense. (Ord. 904 § 13, 1987)

Chief Gregg Griffith
Rainier Police Department
106 West B St.
P.O. Box 399
Rainier, Oregon 97048
503-556-3644

REAL PROPERTY TAX STATEMENT
JULY 1, 2019 TO JUNE 30, 2020
COLUMBIA COUNTY, OREGON
230 STRAND STREET
ST. HELENS, OR 97051

21028 -

ACCOUNT NO:
21028

PROPERTY DESCRIPTION

CODE: 0309
MAP: 7N2W17-C0-01300
ACRES: 2.00
SITUS: 29545 OLD RAINIER RD RAINIER

21028 - - 000041 - 720374
DENSON WILLIE H & OLSEN KATHY M
20775 BUTTEVILLE RD NE
AURORA, OR 97002

NW REGIONAL BSD 8.01
RAINIER 13 SCHOOL 303.23
EDUCATION TOTAL: 311.24

COLUMBIA COUNTY 72.64
JAIL OPERATIONS - LOCAL OPTION 34.78
COLUMBIA 4H & EXTENSION 2.98
COL 9-1-1 COMM DISTR 30.69
COLUMBIA VECTOR 6.59
RAINIER CEMETERY 2.94
PORT OF COLUMBIA COUNTY 4.56
COLUMBIA SWCD 5.21
RAINIER CITY 291.80
COLUMBIA RIVER FIRE 165.76
REDCO 74.54
CCDA - COLCO DEV AGENCY 9.27
GENERAL GOVT TOTAL: 701.76

RAINIER CITY 131.66
FIRE PATROL 18.75
FIRE PATROL SURCHARGE 47.50
BONDS - OTHER TOTAL: 197.91

VALUES	LAST YEAR	THIS YEAR
REAL MARKET		
LAND	48,440	74,620
STRUCTURES	500	500
TOTAL RMV	48,940	75,120
TOTAL ASSESSED VALUE	48,940	59,990
EXEMPTIONS		
NET TAXABLE:	48,940	59,990
TOTAL PROPERTY TAX	912.82	1,210.91

If a mortgage company pays your taxes, This statement is for your records only.

To view Assessment and Tax data go to www.co.columbia.or.us

VALUATION (503) 397-2240 Questions: TAX PAYMENT (503) 397-0060

2019 - 2020 TAX (Before Discount) 1,210.91

PAYMENT OPTIONS			
Date Due	3% Option	2% Option	Trimester Option
11/15/19	7,203.74	6,820.28	6,432.80
02/18/20			403.64
05/15/20		403.64	403.63
Total	7,203.74	7,223.92	7,240.07

DELINQUENT TAXES:

2018-19 TAX AND INTEREST DUE 1022.35
2017-18 TAX AND INTEREST DUE 950.85
* 2016-17 TAX AND INTEREST DUE 1079.78
* 2015-16 TAX AND INTEREST DUE 1189.31
* PREV TAX AND INTEREST DUE 1786.87
TOTAL DUE (After Discount and Pre-payments) 7,203.74

↑ Tear Here

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Tear Here ↑

2019 - 2020 PROPERTY TAXES

COLUMBIA COUNTY REAL

ACCOUNT NO. 21028

PAYMENT OPTIONS	Discount	Date Due	Amount	Date Due	Amount	Date Due	Amount
Full Payment Enclosed	3%	11/15/19	7,203.74				
or 2/3 Payment Enclosed	2%	11/15/19	6,820.28			05/15/20	403.64
or 1/3 Payment Enclosed	0%	11/15/19	6,432.80	02/18/20	403.64	05/15/20	403.63

(UNPAID DELINQUENT TAX INCLUDED IN PAYMENT)

DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATE

☐ Mailing address change on back

Enter Payment Amount
\$

21028 - - 000041 - 720374
DENSON WILLIE H & OLSEN KATHY M
20775 BUTTEVILLE RD NE
AURORA, OR 97002

MAKE PAYMENT TO:
COLUMBIA COUNTY TAX COLLECTOR
230 STRAND STREET
ST. HELENS, OR 97051

05100000210280000643280000068202800007203744

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

THIS AGREEMENT dated for reference purposes January 1, 2020 is entered into by and between the Cowlitz-Wahkiakum Council of Governments, a municipal corporation (hereinafter referred to as "CWCOG"), and City of Rainier, Oregon (hereinafter "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 counties; 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 "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 Rate, attached hereto and by this reference made a part of this Agreement.

2. The CWCOG & AGENCY RESPONSIBILITIES

2.1 The CWCOG RESPONSIBILITIES

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

2.2 AGENCY RESPONSIBILITIES

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 not-to-exceed maximum amount of \$10,000, 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 not more than one time per calendar month from the Agency.
- 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 the CWCOG staff time and expenses.
- 3.5 To ensure payment, the CWCOG shall email invoices and appropriate supporting materials to the appropriate contact listed 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 appropriate 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 January 1 and terminate December 31, 2020, 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	CONSULTANT
William A. (Bill) Fashing, Executive Director Email: bfashing@cwco.org Financial/Contract Amendments Designee: Anisa Kisamore, Business Administrator Email: akisamore@cwco.org Planning/Scope of Work Designee: Skip Urling Email: surling@cwco.org	Jerry Cole, Mayor Email: mayor@cityofrainier.com Electronic Invoice Designee: Sarah Blodgett Email: sblodgett@cityofrainier.com
Cowlitz-Wahkiakum Council of Governments Administration Annex / 207 4 th Avenue North 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 CWCOG, 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, City, 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 CWCOG and paid for with funds as a part of this Agreement shall be deemed the property of the Agency authored by the CWCOG. 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**

By: William A. Fashing
Its: Executive Director

Date: _____

ATTEST

By: Anisa Kisamore
Its: Business Administrator

Date: _____

CITY OF RAINIER

By: Jerry Cole
Its: Mayor

Date: _____

ATTEST

By: Sarah Blodgett
Its: Office Manager

Date: _____

APPROVED AS TO FORM

By: _____
Its: Agency Attorney

Date: _____

Exhibit A

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

1. PLANNING ASSISTANCE

1.1 WORK TASKS

- 1.1.1 Attend meetings of the planning commission, city council, and other city 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 city staff with the review of environmental documents and threshold determination for proposals inside the City, as well as documents circulated by other agencies for proposals within and adjacent to the City.
- 1.1.7 Provide assistance to city 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 City, and attending city staff meetings as requested.

- 1.1.9 Assist the City in annexation requests, coordination, and preparation for approval by the City, county, and state agencies.
- 1.1.10 Consultation with city 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)

- 1.3.1 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
FOR CITY OF RAINIER, OREGON**

The following rates are applicable to the 2020 calendar year.

PLANNING SERVICES:

<i>Position</i>	<i>Rate</i>
Planner Mgt, P/T, Skip Urling	\$64.86

SERVICE COORDINATION RATES:

<i>Position</i>	<i>Rate Range</i>
Management	\$63.86-113.82
Planner/GIS	\$64.86-76.11
Planning Support	\$41.77-67.54

1 Chapter 12.25 - PUBLIC PARKS

12.25.010 - Definitions.

For the purposes of this chapter:

"Person" means any person, firm, corporation, but excluding those acting under direct authority of the city council.

"Public parks" means all property owned or controlled by the city, whether within or without the city limits, and operated for the use of the public for park purposes.

12.25.020 - Regulations.

A. It is unlawful for any person to:

1. Be in any public park between the hours of ten p.m. and five a.m., except vehicular or pedestrian traffic utilizing public streets, sidewalks, or designated paths and trails, persons attending events sanctioned by the city, persons acting under special permit issued by the city, persons staying at approved campsites in a public park or licensed fishermen going directly to or from fishing activities; said hours are designated as "quiet hours." During said hours, noises and sounds of all types that are audible from a distance of more than 15 feet are prohibited.
2. Litter any public park or deposit any litter, garbage, trash or other rubbish in receptacles in public parks except such as is generated incidental to use of the park;
3. Build a fire in a public park except in a stove or fireplace provided for this purpose, leave a fire unattended or fail to extinguish a fire when leaving the area;
4. Operate or park a motor vehicle in a public park except on roads or designated parking areas;
5. While in a public park, hunt, pursue, trap, kill or disturb any animal or bird or its habitat;
6. Sell any goods or services in a public park without permission of the city;
7. Erect any signs, markers or written notices without permission of the city;
8. Ride or operate a skateboard on any brickwork, or ornamental surface, picnic table, tennis court, fountain area, wading pool, planter, or sculpture located in a public park or cemetery.
9. Use tobacco in any public park. To "use tobacco" shall mean the possession of any lighted pipe, lighted cigar, the use of an electronic cigarette or a similar device intended to emulate smoking, which permits a person to inhale vapors or mists that may or may not include nicotine, or lighted cigarette of any kind, or the lighting of a pipe, cigar, or cigarette of any kind, including, but not limited to, any tobacco or cannabis product, or any other weed or plant capable of being smoked. In addition, to "use tobacco" shall mean to ingest or place within the mouth or nose any type of tobacco product, including chewing tobacco, snus, snuff or dip.

- B. The city administrator or other entity designated by the mayor is hereby authorized to adopt such additional rules and regulations not in conflict with the ordinances of the city as the manager finds necessary for the control and management of the city's parks. If any person feels aggrieved by any such rule or regulation, the person may request city council review regarding the adoption, amendment or repeal of the rule or regulation by filing with the city recorder a petition that shall be presented to the city council at its next regular meeting. Until and unless amended or repealed by the council, any rule or regulation made by the director shall be in full force and effect as if it were an ordinance.

12.25.030 - Group picnics.

Any group desiring to reserve any portion of a public park for picnics or social functions shall make written application therefor to the city manager at least one week prior to the event.

12.25.040 - Camping prohibited.

- A. It is unlawful to camp in or upon any sidewalk, street, alley, lane, public right-of-way, public park or any other place to which the general public has access.
- B. "To camp" is defined as setting up or remaining at a campsite.
- C. "Campsite" is defined as any place where any bedding, sleeping bag or other sleeping matter, or any stove or fire is placed, established or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof, for the purpose of maintaining a temporary place to live.
- D. It shall be an affirmative defense to this section that the individual charged had written consent of the person or other authority owning or entitled to possession of the location where the campsite was located.

12.25.050 - Possession of alcoholic beverages prohibited.

It is unlawful for any person to possess, control or consume any alcoholic beverage in Rainier City Parks unless as permitted by the Mayor for special events.

12.25.060 – Animals

Animals in parks shall be limited to domesticated canines and felines, including certified companion animals. Animals must always be under physical control, not just voice commands or eye contact. A collar and leash must always be in use, with the leash not being longer than seven feet in length.

Feces produced by the animals shall be collected and properly disposed of by the handler in possession of the animal. Proper disposal is defined as placed in a refuse receptacle or removed from park property for disposal.

12.25.070 - Violation—Penalty.

Any person convicted of a violation of this chapter shall be fined in a sum not to exceed five hundred dollars.

12.25.080 - Park exclusions.

- A. In addition to other remedies provided for violation of this code, or of any of the laws of the state of Oregon, any municipal police officer may exclude any person who violates any applicable provision of law in any park from the city's parks in accordance with the provisions of this section. Nothing in this section shall be construed to authorize the exclusion of any person lawfully exercising free speech rights or other rights protected by the state or federal constitutions. However, a person engaged in such protected activity who commits acts that are not protected, but that violate applicable provisions of law, shall be subject to exclusion as provided by this section.
- B. For purposes of this section, "applicable provision of law" includes any applicable provision of Rainier Municipal Code, of any city ordinance, or of any rule or regulation promulgated by the mayor or other designated entity, any applicable criminal or traffic law of the state of Oregon, any law regarding controlled substances or alcoholic beverages and any applicable county ordinance or regulation. For purposes of this section, "applicable" means relating to the person's conduct in the park.
- C. An exclusion issued under the provisions of this section shall be for thirty days. If the person to be excluded has been excluded from city parks at any time within two years before the date of the present exclusion, the exclusion shall be for ninety days. If the person to be excluded has been excluded from city parks on two or more occasions within two years before the date of the present exclusion, the exclusion shall be for 180 days.
- D. An exclusion shall not be issued if the person promptly complies with the direction and desists from the violation. Notwithstanding the provisions of this subsection, no warning shall be required if the person is to be excluded for engaging in conduct that:
 - 1. Is classified as a felony or as a misdemeanor under the following chapters of the Oregon Revised Statutes, or is an attempt, solicitation or conspiracy to commit any such felony or misdemeanor defined in ORS:
 - a. Chapter 162—Offenses Against the State and Public Justice;
 - b. Chapter 163—Offenses Against Persons;
 - c. Chapter 164—Offenses Against Property, except for ORS 164.805, Offensive Littering;
 - d. Chapter 165—Offenses Involving Fraud or Deception;
 - e. Chapter 166—Offenses Against Public Order; Firearms and Other Weapons; Racketeering;
 - f. Chapter 167—Offenses Against Public Health, Decency and Animals;
 - g. Chapter 475—Controlled Substances; Illegal Drug Cleanup; Paraphernalia; Precursors; or
 - 2. Otherwise involves a controlled substance or alcoholic beverage; or

3. Has resulted in injury to any person or damage to any property; or
4. Constitutes a violation of any of the following provisions of this code:
 - a. RMC 12.25.050—Possession of Alcohol;
 - b. RMC 12.25.020—Park Regulations;
 - c. RMC 12.25.040—Camping; or
 - d. RMC 12.25.050—Possession of Alcoholic Beverages
5. Is conduct for which the person previously has been excluded for committing in any park.
- E. Written notice shall be given to any person excluded from the city's parks under this section. The notice shall specify the date and length of the exclusion, shall identify the provision of law the person has violated and shall contain a brief description of the offending conduct. The notice shall inform the excluded person of the right to appeal, including the time limit and the place of delivering the appeal. It shall be signed by the issuing party. Consequences for failure to comply shall be prominently displayed on the notice.
- F. A person receiving such notice of exclusion may appeal to the City of Rainier Municipal Court. Any appeal must be filed within ten days of the exclusion being issued. The municipal court shall uphold the exclusion if, upon judicial review, the preponderance of evidence admissible convinces the court that, more likely than not, the person in fact committed the violation, and if the exclusion is otherwise in accordance with law.
- G. At any time within the period of exclusion, a person receiving such notice of exclusion may apply in writing to the city administrator for a waiver of some or all of the effects of the exclusion for good reason. If the city administrator grants a waiver under this subsection, the city administrator shall promptly notify the police department and the director of public works of such action. In exercising discretion under this subsection, the city administrator shall consider the seriousness of the violation for which the person has been excluded, the particular need of the person to be in a city park during some or all of the period of exclusion, such as for work or to attend or participate in a particular event (without regard to the content of any speech associated with that event), and any other criterion the city administrator determines to be relevant to the determination of whether or not to grant a waiver. Notwithstanding the granting of a waiver under this subsection, the exclusion will be included for purposes of calculating the appropriate length of exclusions under Section 12.25.070(C). The decision of the city administrator to grant or deny, in whole or in part, a waiver under this subsection is committed to the sole discretion of the city administrator and is not subject to appeal or review.
- H. If an appeal of the exclusion is timely filed under Section 12.25.070(F), the effectiveness of the exclusion shall be stayed, pending the outcome of the appeal. If the exclusion is affirmed, the remaining period of exclusion shall be effective immediately upon the issuance of the municipal court decision, unless the municipal court specifies a later effective date.

- I. If a person is issued a subsequent exclusion while a previous exclusion is stayed pending appeal (or pending judicial review, should a court stay the exclusion), the stayed exclusion shall be counted in determining the appropriate length of the subsequent exclusion under Section 12.25.070(C). If the predicate exclusion is set aside, the term of the subsequent exclusion shall be reduced, as if the predicate exclusion had not been issued. If multiple exclusions issued to a single person are simultaneously stayed pending appeal, the effective periods of those which are affirmed shall run consecutively.
- J. No person shall enter or remain in any park at any time during which there is in effect a notice of exclusion issued under this section excluding that person from that park.

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