

**City of Rainier
Regular City Council Meeting
September 8, 2020
6:00 p.m.
Rainier City Hall**

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

Council Present: Sloan Nelson, Robert duPlessis
Jenna Weaver, Richard Sanders
Mike Kreger

Council Absent: James Bradfield

City Attorney Present: No

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

Flag Salute

Additions/Deletions from the Agenda: Councilor Robert duPlessis said his son was present to give an update on his Scout Project. Cole said it could be done under visitor comments. Cole said that Police Chief Gregg Griffith had an item for new business.

Councilor Mike Kreger moved to add those items to the agenda. That motion was seconded by Councilor Steve Massey and adopted unanimously.

Public Works Director Sue Lawrence said she wanted to add the bid award for the riverfront trail to the agenda.

Council President Sloan Nelson moved to add that item to the agenda. That motion was seconded by Kreger and adopted unanimously.

Cole said he wanted to move the first new business item up on the agenda. The business owner was notified that he must evacuate his home in Colton due to fire.

New Business: Merrill Thomas introduced himself as the owner of Today's Herbal Choice. Cole said Thomas had a question about moving the business from its current space that's adjacent to the church to the other end of the strip mall. Thomas had also asked about being able to open the business on Sundays. Cole said he reviewed Ordinance 1068. One part specifies that a dispensary must be over 200 feet away from a church. Another says that if it's located within 1,000 feet, it must be closed on Sundays, Christmas Eve and Christmas. The dispensary has been in business for four years. The church has never had a complaint and has a good relationship with the dispensary. Chief Griffith hasn't reported any problems at the dispensary. Cole said the council was concerned about quality of

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life issues when the ordinance was adopted. If it moves to the other end of the strip mall, it will be over 300 feet from the church. Would the council be willing to correct the ordinance to consistently say 200 feet or 1,000 feet? Kreger said dispensaries are governed like liquor stores. The city should have the same rules applied for both so it isn't favoring one business over another. Massey asked if there were any similar distance restrictions for liquor stores. Cole said there are not.

Councilor Richard Sanders moved to remove the clause establishing the 200-foot rule.

Cole said he recommends doing so that the ordinance is consistent.

Thomas said his business will remain closed on Christmas Eve, Christmas and Easter.

Kreger seconded the motion.

Nelson asked if Thomas spoke with anyone from the church about this. Thomas replied that he had. Cole said that the 200-foot rule matches the intent of what council wanted when the ordinance was adopted. Thomas said he wanted to make improvements to his building that he estimates will cost around \$127,000. Allowing him to be open extra hours should cover those costs in about two and a half years. Cole said council is just trying to clean up the language in the ordinance. Sanders agreed and said it's in conflict now. duPlessis asked if the zoning for the business would be affected by setbacks. Cole said it would not.

The council voted unanimously to adopt the motion.

Thomas said that there is 11,000 square feet empty on the other end of the building. It's a storage facility now. He wants to section it off and create a bigger showroom floor for the dispensary. Cole asked what the proposed square footage would be. Thomas said the total would be 3400 square feet. Kreger said the dispensary showroom is one of the smallest he's ever seen. Cole said the council could adjust the allowable square footage of the showroom area. Sanders said that it could be changed to allow 1600 square feet of retail space. Thomas said that the Oregon Liquor Control Commission (OLCC) refers to it under their regulations as a consumer sales area.

Kreger moved to change the language in the ordinance to allow for 1600 square feet of consumer sales area. That motion was seconded by Sanders.

duPlessis said he had a concern about the potential for a large marijuana-related warehouse in the strip mall. City Administrator W. Scott Jorgensen said that the

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OLCC regulates retail and processing facilities differently. Kreger said those regulations call for 1,000 feet of separation between retail and processing facilities.

The council voted unanimously to adopt the motion.

Cole said Thomas had also requested a change to the allowed hours of operation so the dispensary can be open until 9 p.m. He suggested that the ordinance be amended to follow what is allowed by the state. Kreger said the state regulations allow for operating hours of 8 a.m. to 10 p.m.

Sanders moved to amend the ordinance to match the state standard. Massey seconded the motion.

duPlessis asked about the hours of operation for adjacent businesses. Thomas said the smoke shop is open until 9. Nelson said the deli is open until 10.

The council voted unanimously to adopt the motion.

Mayor's Address: Cole said that the A Street Project has been completed. A ribbon-cutting ceremony is scheduled for 11 a.m. on October 10. Sen. Betsy Johnson is scheduled to be the keynote speaker. Jorgensen said that since a quorum of councilors will be attending, he will post notice of it as a public meeting. Sanders asked about the location. Cole said it will be at the plaza. Public Works Director Sue Lawrence said it will be between 1st and 3rd streets.

Visitor Comments: Michael Self stated his objection to the way that the partition plan for the property next to him was handled. Nobody reached out to him. Sanders said the city's e-mail system was in the process of being migrated at the time. Self said the fire hydrant across the street from him has not been fixed for years and the fire department says it's undersized if two more homes are added to the area. He received a letter earlier in the day stating that the approval was based on a Geotech report from 2018 that he feels is incomplete. The city signed off on a permit and shouldn't have. City staff was unaware of how much an appeal of the decision would cost. Jorgensen said he will work with Self on this and asked him to stop by city hall the following afternoon. Self said there are many issues on the west side of town, including drugs, homelessness and crime.

Robert duPlessis, Jr. said he completed his Scout project in August. He thanked the city's public works staff and Kreger. There will be a dedication ceremony the following Saturday at 9 a.m.

Consider Approval of the Consent Agenda:

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Consider Approval of the August 17, 2020 Regular Council Meeting Minutes- Kreger moved to approve the minutes. That motion was seconded by Massey and adopted unanimously.

6. Unfinished Business:

- a. **“A” Street Update-** Cole said the final walk through was completed. He wants to remove the item as an agenda placeholder.
- b. **Riverfront Trail Update-** Cole said the city is working on obtaining easements and bids for the project’s first phase. It will consist of getting the trail from the post office to Fox Creek, with the goal of putting a bridge across it. Lawrence said she received five bids. The city has a budget of \$100,000. She recommends the \$92,680 bid submitted by LCD Excavation. Nelson asked about the status of easements. Lawrence said they’re in process. She estimates that construction can begin in October and met with representatives of the Eagles Lodge. Cole said he is confident that the city will be able to obtain the necessary easements.

Kreger moved to accept LCD Excavation’s bid. That motion was seconded by Massey and adopted unanimously.

- c. **Park Ordinance-** Griffith said he found the draft ordinance acceptable.

Sanders moved to approve the draft ordinance. duPlessis seconded.

duPlessis asked if the marina and beach area are considered public parks. Cole confirmed that they are. duPlessis asked if people currently come to the city to reserve its park facilities. Cole said it’s done on a first-come, first-serve basis. Lawrence said there have been issues with people leaving garbage at the park. Sanders suggested that information on how to make park reservations be added to the city’s website. Nelson suggested having signage urging people to pick up after themselves. Cole said the main issues in the park were loitering and camping, and the ordinance will help the police department enforce against that. duPlessis said those were his biggest concerns.

The council voted unanimously to adopt the ordinance.

- 7. New Business-** Griffith said Ordinance 1053 discusses fishing in designated areas. He got a call from a woman who was upset that there is not a designated fishing area on the dock. The city can mark part of the dock area off or put up signs. Massy said kids like fishing there. Nelson said people can fish from there

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but have to accommodate boats. Griffith said that doesn't match the ordinance. Cole said he wants to put the ordinance in front of the council for consideration. The council can ask Griffith to monitor the situation. Councilor Jenna Weaver said the council should look at the ordinance. Lawrence said the city should check with the Oregon State Marine Board.

8. Unfinished Business:

Fox Creek Update-Lawrence said she's working with officials from the Department of Environmental Quality to try and obtain funding for a study of Fox Creek. There needs to be a lead agency. She needs direction from council for the city to be the lead agency so the study can be done. Nelson asked if it locks the city in as the lead agency for the project. Lawrence said it wouldn't. It would only make the city the lead agency for the study, which should cost around \$84,000. Weaver asked if there were any other entities that are willing to be the lead agency. Lawrence said there are not.

Kreger moved to approve the city becoming the lead agency for the scope of work study. That motion was seconded by Sanders and adopted unanimously.

8. Staff Report-Lawrence said there are options for funding a Water Master Plan, including loans and grants. The city is required to do one. She can draft the scopes of work and has a pre-approved letter for a grant. Sanders asked about funding sources. Lawrence said there were multiple sources available. Sanders suggested that it be included as a new business agenda for the October council meeting. Jorgensen said it was his first day as city administrator. Staff would like a dedicated break room and he wants to make that a priority. He has a ridealong scheduled with the police department for the following day and plans to reach out to individual councilors once he gets settled.

9. Council Reports-Weaver said she spoke with residents near the plaza. They want to see speed bumps installed around there. Nelson announced his resignation from council because he bought a house outside of city limits. Kreger said the city may want to think about what to do with its annual tree lighting in light of COVID-19. duPlessis thanked the public works department for helping his son with his Scout project. Cole said the city has a new librarian. The library should be re-opened in a couple of weeks. He's requesting that the new school district administrator get the library board back together.

10. City Calendar/Announcements-Cole set the next council meeting for October 5. The ribbon cutting ceremony for the A Street project is scheduled for October 10.

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Nelson adjourned the meeting at 7:31 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

Dear Resident,

The City is planning on a project in your area. The project includes the lining and repair of the main sewer line, the replacement of the water line with a 6 inch line, fire hydrants and service lines to the water meters, storm drainage, and resurfacing of the road with pavement approximately 28 foot in width. The City is planning on being completed with everything and ready to pave the streets by June of 2021.

The project is from West 4th to West 3rd between E and F Streets and West 3rd. Water line will be upgraded in West 4th between West E and F Streets.

Planning is currently underway and inspection of the sewer line and requests for quotes have been submitted. The City is not responsible for your sewer lateral from your house to the main line. The City is working with a company to provide insurance for the homeowner for the water and sewer service lines. They should be sending something to you shortly. This is not a mandatory program but repairs of the sewer and water lines from your house to the meter or sewer mainline could be costly. The insurance may be able to pay for the repairs while we are doing this project before the paving is completed.

Estimated Schedule –

Water line replacement	October/November 2020
Sewer Line repair	November/December 2020
Storm Drainage	January 2021
Road Prep/Paving	March 2021

Contact Sue Lawrence

Public Works Director

503-396-1736 or City Hall 503-556-7301

**City of Rainier Planning Commission
September 18, 2020**

Position/Term

#1	1-1-13/12-31-16	Vacant
#2	1-20-20/12-31-23	Julie Kauppi, Vice Chair 810 West 'C' Street, Rainier, OR 97048 Phone: 503-317-2496 Email: Juliek13@hotmail.com
#3	1-1-20/12-31-23	Vacant
#4	1-1-20/12-31-23	Dena Nordstrom 70496 Nick Thomas Rd. Rainier, OR 97048 Phone: 541-300-5931 Email: dena248@gmail.com
#5	1-1-16/12-31-19	Vacant
#6	1-1-19/12-31-22	Erin O'Connell, Chairperson PO Box 55 Rainier, OR 97048 Cell: 208-380-1310 Work Ph: 503-369-1713 Email: econ1177@hotmail.com
#7	1-1-19/12-21-22	Paul Langner 817 King Drive Rainier, OR 97048 Home: 503-556-2701 Cell: 503-741-0175 Email: paul@teevinbros.com
PLANNER:		Keshia Owens 1-360-577-3041 CWCOG 207 North Fourth Ave. Kelso, WA 98626 kowens@cwco.org

ORDINANCE NO. 1075

AN ORDINANCE AMENDING RAINIER MUNICIPAL CODE (RMC) CHAPTER 2.15 AND ORDINANCE NOS. 706, 941, 946, 998 AND 1031

Throughout the body of this ordinance, new language appears as **bold and underscored** and deleted language appears as ~~struck through~~.

THE CITY OF RAINIER ORDAINS AS FOLLOWS:

Section 1. RMC 2.15.020 and Ordinance No. 1031 are amended as follows:

Members. The Rainier planning commission shall consist of ~~seven~~ **five** members who are not officials or employees of the city. ~~Two~~ **One** of the members may reside in the city's urban growth area or on property contiguous to the city's urban growth boundary line ~~and one of these two members or~~ may live on property ~~not~~ contiguous to the city's urban growth boundary line, ~~but within the 97048 zip code area.~~ **Members of the commission are appointed by the city council for four-year terms as current terms expire. Members may be appointed to successive terms without limitation. Any vacancies shall be filled by the city council for the unexpired portion of the term. A quorum shall consist of three members.**

Section 2. RMC 2.15.030 and Ordinance No. 706 Section 3 are amended as follows:

~~Terms. At the first meeting of the commission, the seven appointed members shall choose their term of office by lot as follows: one for one year, two for two years, two for three years, and two for four years. Immediately thereafter, the members shall notify the mayor and council in writing of such allotment. Their successors shall hold office for four years. Any vacancy shall be filled by the mayor for the unexpired portion of the term.~~

Section 3. RMC 2.15.040 and Ordinance No. 706 Section 4 are amended as follows:

~~Elections—Present and Vice President~~ **Chairman and Vice Chairman**: The commission, at its first meeting in odd years, shall elect a **Chairman and Vice Chairman** ~~president and vice president~~, who shall be members appointed by the ~~mayor~~ **City Council** and who shall hold office for two years. ~~during the pleasure of the commission.~~

Section 4. RMC 2.15.050 and Ordinance No. 706 Section 5 are amended as follows:

~~Elections—Secretary. The commission shall elect a secretary who need not be a member of the commission. The secretary shall keep an accurate record of all commission~~

~~proceedings. The commission shall on October 1st of each year make and file a report of all its transactions with the city council.~~

Section 5. RMC 2.15.060 and Ordinance No. 999 Section 2 are amended as follows:

~~Meetings. At least four members appointed by the mayor shall at all times constitute a part of such quorum. The commission may make and alter rules and regulations for its government and procedure consistent with laws of this state and with the City Charter and ordinances. It shall meet at least once a month, at such times and places as may be fixed by the commission. Special meetings may be called at any time by the president or by three members by written notice served upon each member of the commission at least three hours before the time specified for the proposed meeting.~~

Section 6. RMC 2.15.110 and Ordinance No. 941 Section 1 are amended as follows:

Meetings

A. Location. All meetings shall be held in the Rainier city council chambers, Rainier City Hall, unless otherwise directed by the chairperson and appropriate notification to the media and public is provided. All meetings shall be open to the public.

B. Date and Time. Regular meetings shall be held on the ~~fourth~~ **second** Tuesday of each month at ~~7:30~~ **6:00** p.m. for the primary purpose of conducting formal public hearings on applications and petitions properly presented to the city.

C. Rescheduling Meetings for Holidays. When a regular meeting falls on a holiday or is preempted by a city council meeting, the meeting shall be rescheduled at the discretion of the chairperson.

C. Rescheduling Meetings for Holidays. When a regular meeting falls on a holiday or is preempted by a city council meeting, the meeting shall be rescheduled at the discretion of the chairperson.

D. Special Meetings and Workshops. Special meetings and workshops may be held at the discretion of the chairperson. Workshops shall be held for the development of long-range plans, updating ordinances, and other work programs deemed necessary by the planning commission or city council. No discussion of an application for development, action to recommend approval or denial of an application for development, or action to amend a long-range plan or city ordinance shall take place at a workshop.

Action to recommend approval or denial of an application for development or amend a long-range plan or city ordinance may take place at a special meeting; provided, that appropriate public notice **and public hearing** requirements are met.

E. Meeting Notice and Agenda. Written notice of all regular and special meetings or workshops shall be post-marked one week in advance of the meeting date. The notice shall include an agenda of the matters to be considered by the planning commission at the meeting.

F. Meeting Cancellation. If no matters over which the planning commission has jurisdiction are pending, a meeting may be canceled at the discretion of the chairperson.

Section 7. RMC 2.15.120 and Ordinance No. 998 Section __ are amended as follows:

Organization of the planning commission.

A. ~~Membership. The Rainier planning commission shall consist of seven members who are not officials or employees of the city. Two of the members may reside in the city's urban growth area or on property contiguous to the city's urban growth boundary line. Members of the commission are appointed by the city council for four year terms as current terms expire. Members may be appointed to successive terms without limitation.~~

B. Membership Stipulations. No more than two voting members of the commission may engage principally in the buying, selling or developing of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation that engages principally in the buying, selling or developing of real estate for profit. No more than two members shall be engaged in the same kind of occupation, business, trade or profession.

C. Removal of Members. Planning commission members may be removed by the council at any time for failure to attend three consecutive meetings or for failure to attend ~~30~~ **33** percent or more of the meetings within a 12-month period or for any other good cause related to performance of duties. Upon request of the member proposed for removal the council shall hold a hearing on the removal before it becomes effective.

D. If Member Moves. If an in-town member moves outside the city or if an extraterritorial member moves outside the urban growth area, that shall constitute a resignation from the planning commission, effective upon the date a replacement is appointed by the council.

Section 8. RMC 2.15.140 and Ordinance 941 Section 4 are amended as follows:

Duties of the officers.

A. Chairperson. The chairperson shall preside over the meetings of the planning commission and will exercise all the powers usually incident to the office. The chairperson may create standing or temporary committees **of no more than two members,** to examine, investigate and inquire into subjects of interest to the planning commission. No standing

or temporary committee shall have the power to commit the planning commission to endorse any plan or program.

B. Vice-Chairperson. The vice-chairperson shall, in the absence of the chairperson, perform all duties of the chairperson at a regular or special meeting. In the absence of the chairperson and vice-chairperson, the members present may elect a temporary chairperson to preside at the meeting.

C. Secretary. The city recorder shall assign a nonvoting secretary to the planning commission. The secretary shall be primarily responsible for all official records, the preparation of written minutes of planning commission hearings, regular and special meetings, and shall prepare all notices of meetings requiring notice to be given to the media and the public according to the appropriate statutes or city ordinances.

Section 9. RMC 2.15.150 and Ordinance No. 941 Section 5 are amended as follows:

Operations and conducting business.

A. A quorum is required for the planning commission to conduct business. It shall consist of at least ~~four~~ **three** planning commission members of record at the beginning of a meeting. If members leave during the course of a meeting, reducing the attendance below four members, the quorum will have ceased. Action shall be by a majority of those present and voting, when those present constitute a quorum, at any regular or special meeting of the planning commission. B. Motions and Voting. All members of the planning commission may make and vote on motions to recommend approval, approval with conditions, or denial of any development proposal or amendment to a long-range plan or city ordinance. All motions shall be made in the affirmative. For matters requiring a public hearing, all motions shall be accompanied by an oral statement, by the person making the motion, of reasons and findings supporting the motion. This statement may include reference to any part or all of the planning staff's report and to testimony or evidence submitted at the hearing.

B. Motions addressing development proposals may be acted on by a majority of the planning commission present at the time of a vote on the question, provided there is a quorum present. Recommendations for approval on amendments to the text or maps of long-range plans and city ordinances require an affirmative vote by a majority of the planning commission.

C. Planning commission members must be present to vote on motions; proxy votes are not considered valid votes. The chairperson and vice-chairperson may take part in all deliberations and vote on all issues. A tie vote means the motion fails. A member may abstain from voting.

D. Where not otherwise specified in these rules of procedure, the meetings of the Rainier planning commission and the manner of conducting business shall be governed by Roberts Rules of Order

Section 10.
follows:

RMC2.15.160, Ordinance 941 Section 5 and Ordinance 946 Section 1 are amended as

Any member of the planning commission who, in his or her opinion, has a personal interest in any matters before the planning commission that would tend to prejudice his or her actions shall indicate such interest. In the event of a conflict, he or she shall remove him or herself from the proceedings and not participate in any of the deliberations **or vote**. In the event there is an appearance that any member could not make a fair and impartial decision because of a real or perceived interest in a matter before the commission, the member shall state the real or perceived interest, or have the interest described by other members of the commission or the audience. If there is sufficient cause or challenge to his or her ability to make a fair decision, he or she shall not participate in any of the deliberations **or vote**.

A member of a planning commission shall not participate in any commission proceeding or action in which any of the following has a direct or substantial financial interest: the member of the spouse, brother, sister, child, parent, father-in-law, mother-in-law of the member, any business in which the member is then serving or has served within the previous two years, or any business with which the member is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting of the commission where the action is being taken. (ORS [227.035](#))

Written minutes of meetings shall be prepared **by the secretary** for the review and approval of the planning commission at its next regularly scheduled meeting.

Section 11.

RMC 2.15.170 and Ordinance 941 Section 6 are amended as follows:

A. Opening. The chairperson shall open the public hearing on the subject case by identifying and briefly describing the proposal.

B. Limitations of Speakers. The chair shall state that testimony and input will be taken in a prescribed fashion. All persons wishing to speak on the matter before the commission must first be recognized by the chairperson. For the record, that person shall state his or her name and address, and group or organization he or she represents, if any. All statements by the speaker shall be addressed to the chairperson of the planning commission. The chairperson may limit the amount of time allowed to any person or group in order to give all who wish the opportunity to speak. Speakers should keep their statements to the issue at-hand and avoid repeating information already presented. The chairperson may limit input to avoid duplication. Because public hearings are to gather information, there will be no cross-examination of speakers.

C. Presentation and Speaking Order. The presentation and speaking order shall be as follows:

1. Planner. Presentation of staff report and other materials and correspondence into the record.
2. Proponent. Presentation and statements by one representative of the proponent/applicant.
3. Members of the Public. Written and/or oral presentations or statements by the public who wish to speak for or against the application.

D. Deliberation. The public testimony portion of the public hearing is then closed. Planning commissioners can then deliberate on the application and the testimony received. Members may ask questions of both staff and any other speakers to clarify their understanding of relevant points or to gather additional information; all questions shall be posed through the chairperson who shall ask the appropriate party for answers.

E. Disposition. A motion for disposition can then be made. This motion may be to continue the hearing to gather additional information, to recommend approval, approval with conditions, or denial of the proposals.

F. Presentation to City Council. The planning commission shall present its actions in unison to the city council. Planning commission actions shall be transmitted to the city council in writing and shall include the recommendation, the tally of the vote, findings of fact if different from the planning staff report, the planning staff report, other correspondence, if any, and a summary of testimony presented to the planning commission.

~~G. Minutes. Written minutes of all public hearings shall be prepared for the review and approval of the planning commission at its next regularly scheduled meeting.~~

Passed by the City Council and approved by the Mayor this ____ day of _____, 2020.

Approved by the Mayor:

Jerry Cole, Mayor

Attest:

Title, Name

Approved as to form:

Stephen D. Petersen OSB#73235
Attorney for the City of Rainier

ORDINANCE NO. 1076

**AN ORDINANCE OF THE CITY OF RAINIER RELATING TO
THE REGULATION OF ACTIVITIES AT ITS PARK FACILITIES**

Whereas, there have been concerns and complaints about loitering and other criminal activities at the Rainier city park; and

Whereas, it is the duty and responsibility of the City to ensure that residents can use its park facilities safely; and

Whereas, the Rainier Police Department does not currently have the legal authority to enforce against loitering and some other criminal activities taking place in the city's park facilities;

NOW THEREFORE, THE CITY OF RAINIER ORDAINS AS FOLLOWS:

A new section be added to the city's Municipal Code under Chapter 12.25 establishing regulations for the use of its park facilities.

Passed, Amended, and Adopted by the City Council of the City of Rainier, Oregon, this ____ day of November, 2020.

Jerry Cole, Mayor

ATTEST:

W. Scott Jorgensen, City Administrator

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.

STEPHEN D. PETERSEN, LLC

ATTORNEY & COUNSELOR AT LAW

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

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

Legal Assistants
Lindsay Jurvakainen
Tena Brundage
Brandy Lehde

October 1, 2020

VIA Email Only: Sjorgensen@cityofrainier.com

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

Re: New Ordinance 1077

Dear Scott:

After reviewing the documents you sent me I have a couple questions, to-wit:

- 1) It appears the Council wants to allow 1600 sq ft of consumer sales area plus an additional 3400 sq ft. Please confirm.
- 2) Please clarify the 200 ft exclusion. The minutes that I reviewed weren't quite clear.
- 3) The operation hours are going to be 8am to 10pm. Does this include Christmas eve, Christmas days, Sundays and Wednesdays? Please confirm.

Very truly yours,



Stephen D. Petersen

SDP/tb

Ord. 1007

Marijuana Facilities

disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the marijuana facility that is the subject of the license.

Standards of Operation

1. **Registration and Compliance with Oregon Health Authority Rules.** The facility's registration as a medical marijuana facility under ORS 475.314 must be in good standing with the Oregon Health Authority, and the facility must comply with all applicable laws and regulations administered by the Oregon Health Authority for facilities. Recreational Marijuana facilities must comply with all recreational marijuana facility rules as outline by the State of Oregon and Oregon Liquor Control Commission.
2. **Compliance with Other Laws.** The facility must comply with all applicable laws and regulations, including, but not limited to, the building and fire codes.
3. **Hours of Operation.** Operating hours for medical marijuana facilities must be no earlier than 10:00 AM and no later than 8:00 PM on the same day. A marijuana facility may choose to open later in the day or close earlier, but must set its hours within this allowed time frame.
4. **If marijuana facilities are located with-in 200 feet of a church they must be closed on Christmas, Christmas Eve, Sundays and closed by 6:00 PM on Wednesdays.**
5. **Marijuana facilities can remain open on Sundays and Wednesdays after 6:00 PM with written approval of the church that is with-in 200 feet of facility. If approval is given for Sundays and Wednesdays written notice must be submitted to The City of Rainier. If written approval is given by the adjoining church it can be revoked at anytime with 30 days notice.**
6. **Public View into Facility.** All doorways, windows and other openings shall be located, covered or screened in such a manner to prevent a view into the interior from any exterior public or semipublic area.
7. **Odors.** Odor of marijuana is the characteristic of marijuana that may be perceived by the sense of smell. No owner of real property or person in charge thereof shall allow, permit or cause the odor of marijuana to emanate from that premise to any other property. The facility must use an air filtration and ventilation system which, to the greatest extent feasible, confines all objectionable odors associated with the facility to the premises. For the purposes of this provision, the standard for judging "objectionable odors" shall be that of every law enforcement officer that is certified by the Oregon Board of Public Safety and Standards Training, is sufficiently trained to identify the sight and odor

ORDINANCE NO. 1068

**AN ORDINANCE OF THE CITY OF RAINIER
AMENDING ORS No. 1067
BUSINESS LICENSE REGULATIONS FOR
MARIJUANA FACILITIES**

**NOW THEREFORE, BASED ON THE FOREGOING, THE CITY OF RAINIER
ORDAINS AS FOLLOWS:**

Whereas, the voters adopted Measure 91 in November 2014, legalizing the growing, distribution, possession and use of recreational marijuana in certain amounts for people aged 21 or older and directs the Oregon Liquor Control Commission to license the retail sale of marijuana;

Whereas, the Legislature enacted Senate Bill 460 (2015) to allow medical marijuana dispensaries to sell limited marijuana retail product starting October 1, 2015;

Whereas, the issue of whether a local government believes a certain type of business should operate within its jurisdictional limits is a local government decision, the enforcement of which is subject to the general and police powers of that jurisdiction;

Whereas, the City Council wants to provide business license regulations for marijuana dispensaries in the city to protect and benefit the public health, safety and welfare of existing and future residents and businesses in the city;

Whereas, the City of Rainier has set the following marijuana facility regulations as described in ORS 1067 pages one through eleven;

Whereas, the City of Rainier is hereby amending ORS 1067, page 1, Definitions, #2, Marijuana Facility; to add the following language **“marijuana dispensary facilities can not exceed 1,600 square feet in size. The 1,600 square footage measurement includes all useable space, restrooms, store rooms, office and show rooms, etc.”**

Whereas, the City of Rainier is hereby amending ORS 1067, page 6, Standards of Operation, # 4. "If marijuana facilities are located with-in **1,000** feet of a church they must be closed on Christmas, Christmas Eve, Sundays and closed by 6:00 PM on Wednesdays".

Whereas, the City of Rainier is hereby amending ORS 1067, page 6, Standards of Operation, # 5. "Marijuana facilities can remain open on Sundays and Wednesdays after 6:00 PM with written approval of the church that is with-in **1,000** feet of facility. If approval is given for Sundays and Wednesdays written notice must be submitted to The City of Rainier. If written approval is given by the adjoining church it can be revoked at anytime with 30 days notice".

ENACTED THIS 2nd day of November, 2015, by the City Council of the City of Rainier and signed by the Mayor on the 2nd day of November, 2015.

CITY OF RAINIER

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Debra Dudley,
City Administrator/ Finance Director/ City Recorder

Robert A. Lucas

Kiman A. Lucas*

*of counsel
Oregon & Washington

LUCAS & ASSOCIATES, LLC
ATTORNEYS & COUNSELORS AT LAW

P.O. BOX 519
RAINIER, OR 97048-
0519
(503) 556-3741
FAX (503) 556-0708
lucasatty@yahoo.com

March 24, 2020

Mayor and Rainier City Council
City Hall
PO Box 100
Rainier, OR 97048

Re: Boursaw Food Truck

Dear Mayor and Council Members:

I am writing to you on behalf of my client, Roberta Boursaw, regarding her food truck and her business license to operate with it in the City of Rainier.

I have reviewed all the applicable law to include the Oregon statutes, the county ordinances and the Rainier Ordinance #1058 establishing regulations for transient merchants. My review has concluded that my client has the right to operate her food truck in Rainier for which she has already applied and received a business permit from the city.

Apparently at the city council meeting she attended, there were comments that her food truck may take away business from down town establishments which was not favored by some council members. This is absolutely the wrong attitude for Rainier to take and suggests favoritism and cronyism. New merchants should be welcomed not discouraged. To suggest that she could not operate her business until you adopt a food truck ordinance sometime in the future is wrong and very negative on those on the council that take that position. Most cities in the area including St. Helens do not have a "food truck ordinance" nor do they need one.

As you know my client has been licensed and inspected by the Columbia County authorities who by state statute have been delegated by the State of Oregon to license, regulate and inspect food trucks such as my client owns and operates. I suggest that you do not have the right to duplicate what the county already does. You also know that she regularly operates her food truck in the City of Astoria without any unnecessary city involvement other than a business license.

Your transient merchant ordinance referred to above adequately protects the city and its inhabitants. She applied for and received her business permit under this ordinance before a city employee with directions from one or more of you tried to wrongfully revoke it. She will not operate her food truck in Rainier over 5 days per week or 90 days per year unless you adopt a food truck ordinance which allows her to operate it more. She will comply with the terms of your ordinance, has paid the fee and received

March 24, 2020

her license. She has not accepted your attempted revocation by a city employee and will return to you uncashed the license fee check which your staff mailed to her.


I have directed that she is in compliance with the law and that she has the right to operate her food truck business at this time. I believe that she will shortly open it up as planned and will run her business properly which will be a benefit to the people of Rainier and the surrounding area - particularly in this time of need with the restrictions placed on all of us because of the pandemic now under way. An additional take out food source is sorely needed and could not be more timely. I hope you agree.

However, if you wrongfully attempt to shut her down, you will find yourself in court with a request for an injunction and for her damages and court costs which could be substantial if it drags out. I suggest that you should consult with your attorney or attorneys before you attempt any such action. While my client wants to work within the law with you and be a responsible local business person, she does not intend to let you push her around without cause.

Please advise if you have any questions.

Very truly yours,

Lucas & Associates, LLC



Robert A. Lucas

cc: Stephen D. Petersen, City Attorney
Client

STEPHEN D. PETERSEN, LLC

ATTORNEY & COUNSELOR AT LAW

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

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

Legal Assistants
Lindsay Jurvakainen
Tena Brundage
Brandy Lehde

August 4, 2020

To whom it may concern:

Re: Boursaw Food Truck

As the City Attorney for Rainier, Oregon I agree with the letter from Robert A. Lucas dated March 24, 2020 concerning the Food Truck owned by Roberta Boursaw.

Very truly yours,



Stephen D. Petersen

SDP/tb

cc: Mayor Jerry Cole
Robert A. Lucas

d. Small City Allotment- Lawrence stated she is still waiting to hear from engineer

e. Yance Farms Update from City Planner- Mayor Cole read City Planner, Skip Urling's update. Urling noted that Mr. Yance had stated he would install some kind of air filtration system to control the hemp smell. Urling stated he had talked to Suzie Dahl (Columbia Count Building Official) and she had said that the filtration system would require a mechanical permit and noted the City could attach conditions. Urling stated such conditions would include Mr. Yance to collect air samples prior to installation to serve as a base line, and another sample collected after installation to show the change of conditions with the filtration system installed. Urling stated that if the filtration system was not effective, and if Mr. Yance could not achieve success in filtering the odor, then the City could pursue remedy through the Nuisance Ordinance (RMC 8.15) which could result in a cease operation if not remedied.

New Business:

a. Consider Approval of MOU for Police Clerk Position- Nelson moved, Kreger 2nd to approve MOU as presented- **motion passed unanimously**

b. Food Cart Discussion- Mayor Cole noted we have been discussing this and is just bringing it back for clarification. Malakoff noted he contacted City's across the state and there has been a wide variety of processes being used. He stated Banks, Oregon has a simpler ordinance, but still with lots of requirements and it establishes zones the carts can be in. Malakoff noted he also reviewed all the specific state requirements for food carts. Malakoff noted Blodgett mentioned that Boursaw asked about City Ordinance 1058 which talks about regulations for transient merchants and stated it did not really apply to food carts. Council reviewed the legalities and issues with it being the City Administrators decision in Ordinance 1058 and setting a precedence on future requests. Boursaw asked Malakoff if he looked into how Astoria handles their food carts. Malakoff stated he did and that they issue a conditional use permit. Boursaw said St.Helens doesn't have an ordinance and Malakoff replied yes, they are treating it with conditional use permits. Bradfield asked her what she wanted. Boursaw replied she wanted to park in Shell's parking lot certain days and not much there in summer, as she will be at other events. Nelson asked about utilities. Boursaw stated she is fully contained, dumps her sewage in Longview and she has a low decibel generator. Mayor stated a perfect scenario is an ordinance and that requires staff time. Mayor noted he would like to see a fixed area with hookups and all utilities.

Lawrence noted it may require an oil/water separator. Malakoff stated food carts are usually in very specific locations. John Harper (Shell site property owner) stated people have asked him about putting food carts on that property and stated he doesn't want to under mind brick and mortar businesses and his location is a good fit as there is not many food choices down on that end of town. Nelson noted there are three or four business owners that have been suffering due to the 'A' street construction and this may not be a good time and that we need to be very cautious and come up with an ordinance. Boursaw asked for a conditional use permit to prover herself and stated she doesn't make any food that is already made in town.

Sanders stated that he feels obligated to the community and based on conditions that weren't completely the responsibility of the restaurant owners, now is the wrong time to bring something else on and stated he feels obligated to the community that is supporting wages and taxes and that at some point we may want to look at foods cart, but feels now is not the time.

Boursaw noted that she has lived here for 26 or 27 years and she will be going down tonight to eat at Cornerstone and noted that she eats and shops at all the small businesses in Rainier as she is into making sure they survive and also said that she feels the food carts would not take away from the other businesses and that it just gives people something different once in a while.

Mayor Cole noted that for him, when he thinks of a food cart, that they just want to setup on Friday and Saturdays, which is the busiest time, and they just take the gravy as where the fixed restaurants in town don't have the option of just being open on Friday and Saturdays, they can't just pick up and go to a car show because they will make more money, and stated that for me, a food cart just comes into town, they take the gravy, they are not paying water, they are not paying sewer, they buy a business license for fifty dollars and that's it and that it is just not the perfect time right now. Mayor Cole noted that if Harper had come to him and said hey, I want to build this food cart complex with a building in the middle, tables, bathrooms and people and food carts could come and go, Mayor Cole noted he would be all over that like crazy but the scenario presented, is direct competition with other food businesses. Mayor Cole noted that if Council said let's do it under a conditional use permit, he would agree and if they stated let's make sure we do it right with an ordinance, then he would agree on that too. Mayor mentioned that creating ordinances does take money and staff time and that is two things we don't have. Bradfield stated under circumstances with other businesses, asked Petersen are we getting our self into a legal issue if we allow this one as a trial to see if things are going to work out. Petersen stated he would have to review the information and doesn't have an answer.

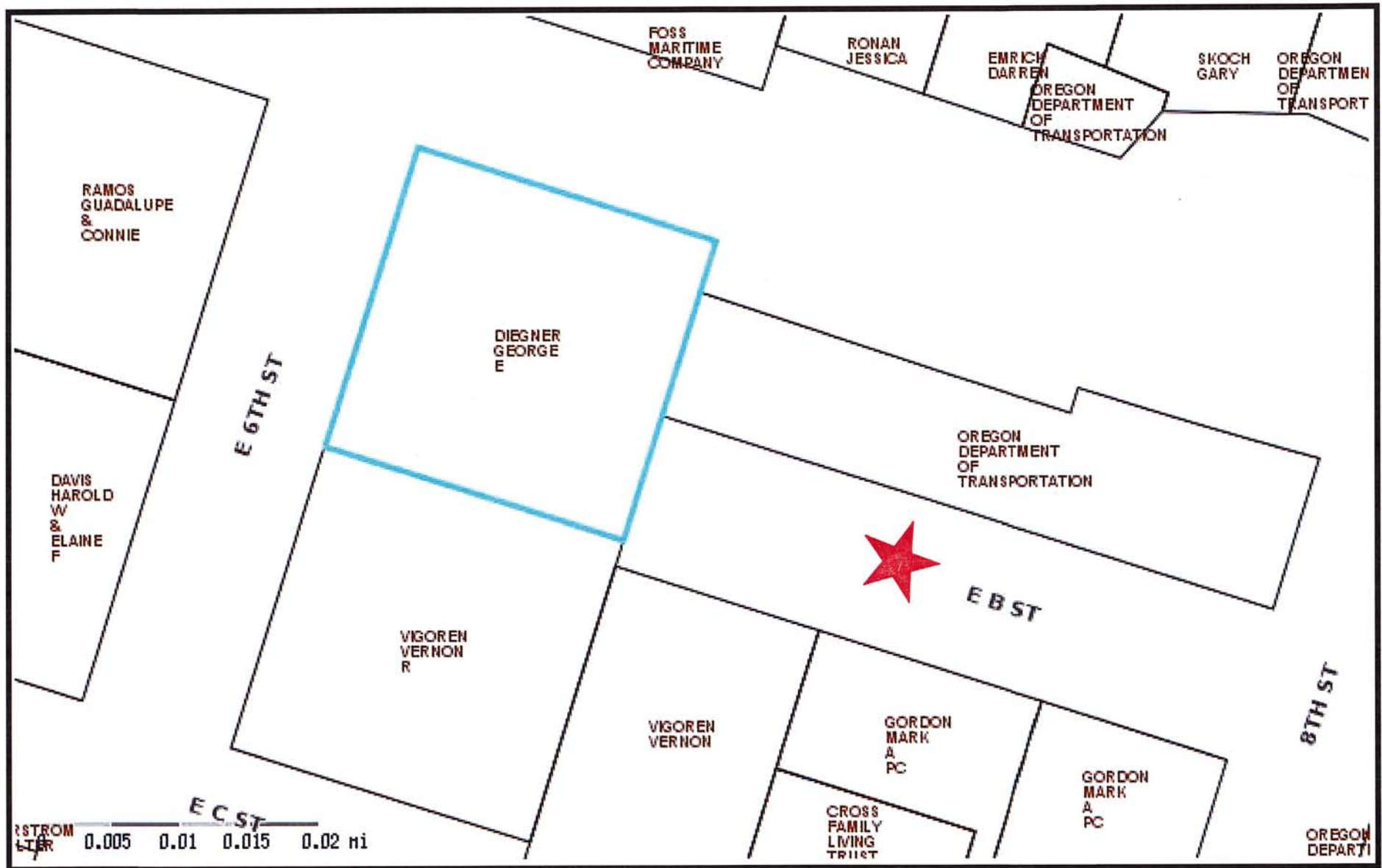
Sanders stated he didn't feel it was fair to table it and that they should make a decision tonight about whether or not they we are going to proceed. Sanders recommended to vote on a motion to deny permission for the food cart to have

a conditional use permit and to invite the principals involved to come back and re-visit the topic. Nelson 2nd the motion as presented.

Discussion: Mayor said one avenue is to move this to the planning commission to let them look at it and decide next steps and stated that staff believes this should be the first reasonable step and that the planning commission usually would look at this proposal and then refer it to City Council. Bradfield stated he believes that the decision should greatly depend on what the City Attorneys recommendation is and that he does not have enough information right now to make a decision (for a temporary use of food carts). duPlessis stated that was one of his biggest concerns is that what this could lead to and does not want to rush it. Nelson stated we need to decide if we want them and if so, we need to get the planning commission involved and get something written up. Nelson also noted that council has been burnt so many times by just saying okay, let's just see what happens and then they wish they had done it differently. Nelson noted that he is admittedly against just having them temporarily and mentioned food carts do not pay for water, sewer, and if they have a generator they don't buy electricity, no franchise fees generated and stated he just does not want council to make a bad decision that the City has to recover from. Nelson stated that if we want to have food carts, then let's do it right and get the planning commission involved. After discussion, **motion passed with Bradfield voting no.**

Mayor Cole again re-iterated the possibility to have the planning commission review and decide if it is right for Rainier. Sanders motioned to bring food carts to the planning commission to decide if food carts should be allowed and their recommendations. **Discussion:** Council discussed that they don't intend for the planning commission to review for a conditional use, but instead to see if they want it to be a permitted use and then take their recommendations, if it is for moving forward with food carts, to the City Attorney for review and make his recommendations. Kreger 2nd-**motion passed unanimously**

Map



Columbia County



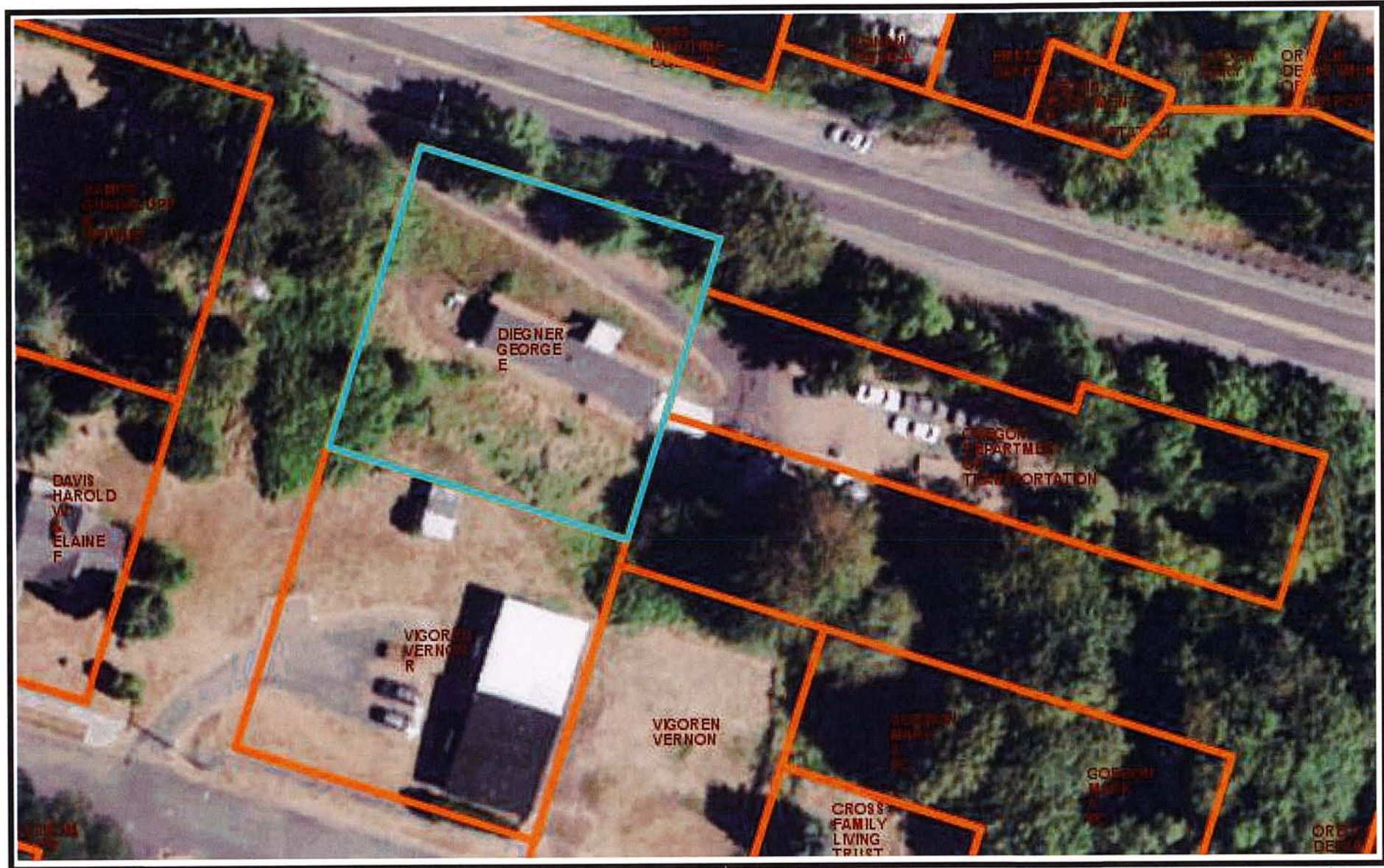
Columbia County Web Maps

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GeoMoore

Printed 09/30/2020

Map



Columbia County



Columbia County Web Maps

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Map



Columbia County



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GeoMoore

Printed 09/30/2020

REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposal (RFP) accepted by the City of Rainier, Oregon (herein known as "the city") shall become the exclusive property of the city. At such time as the city staff recommends a company to the Rainier City Council, and such recommendation, with any recommended contract appears on the Rainier City Council agenda, all proposals accepted by the city shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a company desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the city in any way whatsoever. If disclosure is required or permitted by law, the city shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

REQUEST FOR PROPOSAL FOR INFORMATION TECHNOLOGY SERVICES

INVITATION FOR PROPOSAL

The City of Rainier, Oregon, hereafter called (city), is accepting Request for Proposals (RFP) to solicit proposals for **INFORMATION TECHNOLOGY SERVICES** (Contractor), including but not limited to provide Information Technology Services to supplement in-house technology services at the highest level of services to the city. The Contractor shall provide the Services based on the services specified in the following document.

All interested parties are invited to respond to this Request for Proposal by providing two (2) written proposals no later than Noon on (**date TBD**) to:

Jerry Cole, Mayor
City of Rainier
PO Box 100
106 W B Street
Rainier, OR 97048

All interested parties are invited to make arrangements for a pre-proposal meeting and site walk through.

Please address any questions concerning this RFP to:

Sarah Blodgett
Office Manager
sblodgett@cityofrainier.com

CITY OF RAINIER, OREGON BACKGROUND

The City of Rainier, Oregon was founded in 1853 along the banks of the Columbia River. As of the 2010 Decennial United States Census it had a population of 1,893. It is across the river from the cities of Longview and Kelso, Washington and is located approximately 60 miles west of Portland, Oregon.

The government of the City of Rainier consists of a governing body of a city council comprised of seven member and a mayor. The city has a police department, public works department, and an administrative department. Total employment is 17 employees.

SCOPE OF WORK:

The City of Rainier, Oregon is seeking proposals from qualified, knowledgeable, and experienced companies to provide Information Technology (IT) Services and support our operations across city

government. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

The nature of the service will be ongoing support and coordination to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems. The company chosen will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Contractor will provide general professional services on an as-needed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either remotely or on-site. However, vendor must be available 24 hours a day 7 days a week, including holidays and able to ensure an onsite response time of one hour.

In determining whether a Respondent possesses the minimum qualifications to provide the Services, Respondent must demonstrate the following to the satisfaction of the City:

“SCOPE OF SERVICES”

Section A: Minimum Qualifications

- Be registered and maintain proper business licenses;
- Maintain a staffed, 24-hour a day, central office in the region;
- Have sufficient size and depth of management, resources and staff to support the services required in the specifications;
- Have sufficient financial resources to meet payroll, equipment and supplies to meet operational requirements and ensure quality service;
- Have measurable and demonstrated successful experience in providing specified Services for like size venue and operations;
- Provide Information Technology Services as the primary function of their business;
- Have been in business for at least five (5) years providing Information Technology Services;

Contractor shall, at its own expense, carry and maintain, during the period of performance: State required Worker's Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$2,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which the City of Rainier, its elected officials, employees, agents and volunteers are named as additional insured.

Contract Term

The term of the resulting contract shall be in effect for an Initial Term of three (3) years, commencing on tbd, and terminating tbd, unless sooner terminated. Prior to expiration of the Initial Term, the Contract may be extended by mutual agreement, for an Extension Term of Two (2) additional (2) two-year periods.

Response Requirements and Content

Prior to submitting a response, the Respondent must carefully review this Solicitation and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed to respond. The Respondent is solely responsible for any deficiencies in the response submitted.

The Respondent must review the terms and conditions set forth in the specimen contract attached hereto and, in the submittal, specifically identify any provisions the Respondent finds unacceptable or desires to negotiate.

The Respondent is solely responsible for all costs, direct or indirect, incurred responding to this Solicitation. The City of Rainier, Oregon will incur no obligation or liability in connection with the submittal of a response. A responsive submittal must include responses to the following sections and specific item requests:

Section B: Qualifications Statement

- A brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise, and resumes for principals or key employees who would perform the Services in this Solicitation;
- A detailed listing and description of experience and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Solicitation,
- Minimum of five (5) letters of recommendation from specific customers who have used services provided by the Respondents in the past 18 months; and if relevant, a list of references from government entities and agencies to whom the Respondent has provided services similar and comparable to those described in this Solicitation (contact name, telephone, email address, contract term) from whom City of Rainier, Oregon may obtain references;
- A copy of the Respondent's last three (3) annual financial statements reviewed by an independent Certified Public Accountant;
- Any other relevant information that Respondent believes would assist City of Rainier, Oregon in evaluating the submittal.

Section C: Proposed Fees

- Specify all hourly rates for service; including all travel time, nights, weekends and holidays.
- Specify all fees associated with proposed server and desktop management solutions.
- Specify whether Respondent can provide any value-added services to City of Rainier, Oregon either for a fee or as complimentary service to City of Rainier, Oregon.
- Describe any financial investment to implement the resulting agreement.

Pre-proposal Meeting and Site Walkthrough. A pre-proposal meeting and site walkthrough is scheduled for TBD.

Selection Process

The evaluation process will consider the merits of the proposals by prospective vendors in line with City of Rainier, Oregon's objectives. The City of Rainier, Oregon may also conduct reference checks to ascertain the quality of work performed previously. Those companies, who appear best suited, in the sole determination of the City of Rainier, Oregon, may be asked to participate in an additional interview to further evaluate their qualifications. We will review proposals that are received. Proposals that are non-responsive to the requirements of this RFP shall not be included for evaluation by the selection committee.

Local Columbia County, Oregon and Cowlitz County Washington entities receive a 5% preference.

The specific criteria and point value established for this Request for Proposal is as follows (total points):

1. **Narrative describing methodology and protocols (25 points)**
2. **Experience and expertise (25 points)**
3. **Technical merit and completeness of proposal (20 points)**
4. **Rates of service (25 points)**
5. **Local Business Preference (5 points)**

INFORMATION TECHNOLOGY SERVICES

The City of Rainier, Oregon is seeking proposals from qualified, knowledgeable, and experienced companies to provide Information Technology (IT) Services to support its information services technologies. We encourage companies to submit the most comprehensive proposal possible offering the highest quality of service.

The nature of the service will be ongoing support and coordination with appropriate city staff to ensure proper implementation of new technology, general management and operation, along with maintenance and/or troubleshooting of existing systems.

Additionally, recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements.

The company chosen will need to work closely with a variety of departments within the organization, providing support as needed or instructed.

Background Information

The City of Rainier, Oregon currently employs servers running Microsoft Windows along with Microsoft Windows Desktop PC's, notebook, and tablet PC's running Windows 8 or 10. Additionally, there are several iPads deployed in various capacities.

Desktop PC's are located throughout the city operations. These PC's vary by age, specifications, software, and service pack versions. The notebook or tablet PC's vary by age, specifications, software, and service pack versions.

Scope of Work

The primary scope of work is to provide on demand support, routine preventative maintenance service and recommendations for improving existing systems and providing technical support for future designs and purchases of equipment, software, and licenses agreements in coordination with and directed by appropriate City of Rainier, Oregon staff

Contractor will provide general professional services on an as-needed/as-instructed basis primarily during normal business hours: M-F 8:00 a.m. to 5:00 p.m. either remotely or on-site. However, vendor must be available 24 hours a day 7 days a week, including holidays.

Scope of work to be performed by contractor will be coordinated and managed by City of Rainier, Oregon administrative managers as designated by the Mayor and City Council.

Initial Assessment

In coordination with the designated administrative managers, review the inventory, assess the system architecture and equipment for efficiency, life expectancy, capacity, speed, and current processes, and make recommendations for improving routine support criteria and eliminating emergency maintenance situations. A report of this initial assessment shall be submitted by tbd and each January 1st as long as the contract is in force. This is to allow for necessary budget planning for the upcoming year.

Within 60 days of the activation of the contract, vendor shall conduct an audit of the City of Rainier, Oregon information technology systems for compliance with the CIS Cyber Security policy. The vendor would deliver a report of the results of said audit to the City of Rainie, Oregon and work with designated City of Rainier, Oregon staff to ensure full and effective implementation of a City of Rainier, Oregon Cyber Security Policy.

A. Desktop Application Support

Perform basic support functions as needed/requested, including the installation of PC's, laptops, tablets, printers, peripherals, and software. Contractor will diagnose and correct desktop applications issues, configure all computers for standard applications and identify and correct end user hardware problems and perform advanced troubleshooting.

B. Server and Workstation Administrative Services

Manage computer network and associated hardware, software, communications and operating systems necessary for the quality, security, performance, availability, recoverability and reliability of the system. Monitor server performance and capacity management services. Ensure scheduled

preventive maintenance for equipment is promptly performed. Develop back-up plans and procedural documentation. The contractor shall be responsible for configuration management, including changes, upgrades, patches, etc.; and support of software products relating to servers and workstations; timely response to repair and maintenance work for the user.

C. Network Administration Services

Maintenance and support of network equipment, including switches, firewalls, routers and other security devices. Installation and maintenance of printers, scanners, network devices and other computer peripherals. Analyze routine configuration changes and install software patches and upgrades as well as minor cabling if needed.

Complete proactive monitoring of network equipment including alert notifications to The City of Rainier, Oregon in the event of device failure. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.

D. Email

The contractor shall manage the email system and ensure domain names are maintained properly. As needed and as determined by the City of Rainier, Oregon, the contractor may be responsible for adding, deleting or changing employee email accounts and ensure that each email account is working efficiently and effectively free of uninterrupted errors, and ensure that each individual email account can maintain ample server space.

E. Security and Backup Efforts

Ensure that all servers, desktops and laptops are protected by antivirus software and that adequate firewalls are in place to prevent unwanted intrusion into the City of Rainier, Oregon's computer network system. Systems shall be designed to notify City of Rainier, Oregon when system securities are breached and or when system hardware is not operating efficiently. The contractor shall perform security audits as requested and notify City of Rainier, Oregon immediately of suspected breach of security or intrusion detection.

A backup system shall be established to prevent loss of data and functionality as well as reduce downtime.

The consultant shall configure City of Rainier, Oregon's system to enable remote access in a secure environment and provide remote access administration as requested by the City of Rainier, Oregon.

G. Planning

The contractor shall engineer, plan and design services for major system enhancements, including installations and upgrades of new and existing systems. Examples include major server upgrade, storage system upgrades, redesign of backup systems, etc. Provide technical leadership for server technology issues. Make recommendations for future purchases of hardware, software and technology needs. Install new servers, software and hardware and transfer data when acquired. Strategic planning, design and installation/upgrade of core network systems. Examples include major network upgrades, provider changes, IP schema design, installation of core network devices, etc.

G. On Demand Response

The contractor shall offer on-demand response to the City of Rainier, Oregon's IT requests. The contractor shall have access and be available during the City of Rainier, Oregon's normal business hours. It is expected that contractor is to perform maintenance service after hours and on weekends in situations which would least likely disrupt daily operations. Specific times and dates shall be coordinated with the designated administrative manager.

H. Confidentiality

Confidentiality of computer information and data is vital. The selected contractor and their employees will be required to sign and adhere to a confidentiality clause that information in the system must remain confidential under penalty of law.

I. Not Included

The contract to be awarded does not obligate City of Rainier, Oregon to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. *Replacement parts are not part of this contract.* The scope also does not include computer equipment and networks not owned by City of Rainier, Oregon.

J. SUBMISSION REQUIREMENTS

City of Rainier, Oregon is requesting that the proposal submitted address the subjects with specificity. We are looking for content, organized effort, and solution-oriented procedures. The goal is a secure, smooth operating, efficient process, and effective informational technology system. Due to the nature of this proposal, it is requested that each proposal be brief and to the point and consist of no more than ten pages. Each proposal shall provide the following information:

Contents of Proposal

Proposals must include but need not be limited to the following information

- A proposal describing your qualifications and outlining service solutions
- A breakdown of rates and fees for services to be provided including server and desktop management solutions.
- References complete with contact names and telephone numbers
- A completed and signed "Affidavit of Non-Collusion"
- Proof of liability insurance in the amount of \$2,000,000

1.1 Non-Exclusive Provider Status. Contractor shall be the non-exclusive provider of Information Technology Services to supplement in-house Information Technology Services to the City of Rainier, Oregon.

Contractor shall be responsible for all personnel actions including hiring, training, supervision.

SECTION 2. PERFORMANCE STANDARDS AND COVENANTS

2.1 General Standards and Covenants.

2.1.1 Licenses. Contractor obtain and maintain throughout this Contract all licenses required by the State of Oregon, the City of Rainier, Oregon and/or Columbia County to operate a business or provided the services herein.

2.1.2 Safety. Contractor shall provide for safety of persons and property while it is providing the services and observe the safety provisions of applicable laws and regulations.

2.2 City of Rainier, Oregon Oversight; Contractor Cooperation. Contractor and its onsite management and supervisory personnel shall take general instructions and directions from City of Rainier, Oregon designated representative while performing Services. Contractor and its employees and agents shall fully cooperate with the City of Rainier, Oregon designated representatives with regard to providing the services.

2.3 Notice to Perform Services; Cancellations; Failure to Perform.

2.3.1 Notice to Perform. City of Rainier, Oregon will make every effort to give Contractor sufficient advance notice of events requiring Contractor's services, but not less than seventy-two (72) hours advance notice shall be given.

2.3.2 Cancellations. City of Rainier, Oregon shall incur no liability to Contractor for failure to deliver notice of cancellations.

2.3.3 Failure to Perform. If, for any reason, Contractor fails to perform the Services as requested by City of Rainier, Oregon, or as required by this Contract, City of Rainier, Oregon shall have the right to engage the services of another party to perform the Services required.

2.4 Access to City of Rainier, Oregon facilities; Use of City of Rainier, Oregon facilities and equipment by Others or for Unrelated Purposes Prohibited.

2.4.1 Access for Contractor, its Employees and Vendors. City of Rainier, Oregon will specify where and how Contractor, and its employees and vendors will enter the City of Rainier, Oregon facilities. Contractor and its employees shall have access to designated areas in the City of Rainier, Oregon, only during scheduled hours of operation. Contractor shall have reasonable access to City of Rainier, Oregon administrative offices and other City of Rainier, Oregon facilities to conduct normal business activities required by this Contract; however, Contractor and its employees shall not have access to other City of Rainier, Oregon facilities and property unless specifically approved by City of Rainier, Oregon managers or staff.

2.4.2 Use of City of Rainier, Oregon facilities, property, and equipment by Others or for Unrelated Purposes Prohibited. Contractor shall not use or permit anyone else to use any City of Rainier, Oregon facilities, property, or equipment for activities unrelated to the services provided herein. Contractor shall not use or permit any other person or entity to use any City of Rainier, Oregon facilities, property, or equipment for any purpose, without City of Rainier, Oregon prior written approval.

2.5 Management and Supervision

2.5.1 Contractor's Office. In order to effectively provide management and supervision, Contractor shall maintain a staffed central office in the region.

2.5.2 Onsite Manager. Contractor shall select a manager to provide general supervision of the services. City of Rainier, Oregon shall have final approval of person selected as the manager.

2.6.4 Advertising; City of Rainier, Oregon Intellectual Property. Contractor shall not advertise or permit advertising in any manner, including but not limited to, advertisement of suppliers, except as approved by the City of Rainier, Oregon. Contractor shall not, directly or indirectly, use the trademarks, symbols or trade name(s) of the City of Rainier, Oregon for any purpose, without the prior written approval of the City of Rainier, Oregon. Contractor may not identify the City of Rainier, Oregon as a business location on business cards.

2.6.5 Political Activity Prohibited. Neither Contractor, nor its employees, agents or personnel shall distribute campaign or political literature or conduct any political activities in the City of Rainier, Oregon.

2.6 Personnel

2.6.1 Contractor's Personnel. Contractor shall select, employ, train, and furnish personnel who are proficient, productive, and courteous to staff and patrons. Contractor shall discipline, and if necessary, remove any person who fails to abide by the policies and guidelines established by Contractor or City of Rainier, Oregon.

Contractor shall exercise reasonable control over the conduct, demeanor and appearance of its employees and ensure they abide by all instructions, regulations and procedures established by the City of Rainier, Oregon. Contractor shall take necessary steps to ensure that all employees meet City of Rainier, Oregon minimum hygiene and appearance standards. City of Rainier, Oregon shall have the right to request Contractor to remove from any event employees who fail to meet these minimum standards.

2.6.3 City of Rainier, Oregon Rights. City of Rainier, Oregon reserves the right to evaluate the performance of personnel and to require Contractor to remove individual personnel from City of Rainier, Oregon property immediately, if such action is required in order to protect the interests of City of Rainier, Oregon.

2.7 Wage Laws; Workers Compensation.

(a) Contractor shall pay its employees not less than the applicable State of Oregon minimum wage rate. All wages, payroll functions and payroll expenses such as federal and state unemployment insurance taxes and worker's compensation insurance shall be paid by Contractor.

(b) Contractor shall comply with all state and federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. Contractor shall comply with the Oregon Workers' Compensation Act as applicable to its employees.

2.7.1 Equal Opportunity. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices.

INFORMATION TECHNOLOGY SERVICES

TERMS AND CONDITIONS OF PURCHASE ORDER -- CITY OF RAINIER, OREGON

1. General.
 - a) This is a government agreement. The terms are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Any change in terms must be agreed to by an authorized representative of the City of Rainier, Oregon in writing. Acceptance by the City of Rainier, Oregon of goods, materials or services is not an acceptance of Vendor's other terms.
 - b) As used herein, "City" means the City of Rainier, Oregon and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors and agents.
 - c) This Agreement becomes valid only when duly executed or approved and when the City of Rainier, Oregon has issued a valid Purchase Order Number. The City of Rainier, Oregon's issuance of a Purchase Order Number is the only authorization which will be recognized by the City of Rainier, Oregon to allow the Vendor to begin action on this Agreement and for charges to its account.
 - d) As used herein, "Agreement" means the Purchase Order Requisition, this Agreement and Purchase Order Terms and Conditions and any written documents incorporated by specific reference. This Agreement constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. In case of a conflict, these Purchase Order Terms and Conditions shall strictly prevail over the terms of any other document which is a part of this Agreement.
 - e) This Agreement is entered into in the city of Rainier, Oregon and governed by and construed according to the laws of the State of Oregon.
 - f) Vendor shall comply with all Federal, State, County and City laws, ordinances, rules and regulations.
 - g) Time is strictly of the essence in this Agreement.

- h) The City of Rainier, Oregon's waiver of any term, condition, breach or default of this Agreement shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.
- i) Vendor shall not assign or transfer this Agreement or any rights in this Agreement without the prior written consent of the City of Rainier, Oregon, which may be withheld in the City of Rainier, Oregon's sole discretion.
- j) City of Rainier, Oregon may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor.

2. Invoices.

- a) Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, whether the invoice covers complete or partial delivery or performance, a specification of the goods and services furnished according to the prices stipulated and in a format acceptable to the City of Rainier, Oregon, and applicable tax as a separate line item.
- b) Vendor shall be paid upon approval of proper and acceptable invoices for material and services accepted by the City of Rainier, Oregon.
- c) No invoice shall be issued prior to receipt and acceptance of material and services by City of Rainier, Oregon.
- d) City of Rainier, Oregon does not authorize and shall not pay interest charges.
- e) No invoice shall be paid prior to the submittal by Vendor of a W-9 form, Taxpayer Identification Number and Certification.

3. Inspection and Acceptance. All material ordered and all services performed are subject to final inspection and acceptance by the City of Rainier, Oregon in its sole discretion. City of Rainier, Oregon may reject and return at Vendor's expense all materials and articles not conforming to this Agreement. Vendor shall bear all risks as to rejected material and services after notice of rejection. City of Rainier, Oregon shall rely on Vendor to correct, at no additional costs, all material and all services which are rejected by City of Rainier, Oregon as not meeting applicable standards or the requirements of this Agreement.

4. Indemnity. Vendor agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City of Rainier, Oregon, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part are claimed to result from or to arise out of the usage or operation, including the malfunctioning of, or any injury caused by, any product purchased herein, or any acts, errors

or omissions, including, without limitation, professional negligence of Vendor. This agreement to indemnify includes, but is not limited to personal injury (including death at any time) and damage to property (including, without limitation, contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, corporations or Vendor.

5. Special terms applicable to all Agreements for goods and material provided to City of Rainier, Oregon.

- a) Vendor agrees to prepay transportation charges and to show them separately on all invoices.
- b) Title to all material furnished under this Agreement shall pass to the City of Rainier, Oregon on delivery and loading of material at the F.O.B. point designated in this Order.
- c) All goods, material and equipment ordered, except as otherwise noted in this Order, shall be delivered in a new and unused condition.
- d) All vehicles and automotive equipment furnished under this Agreement/Purchase Order shall meet all requirements of the Oregon Vehicle Code and regulations of the Federal Department of Transportation.
- e) Vendor shall transfer to City of Rainier, Oregon the manufacturer's warranty or guarantee for each item furnished, in full force and effect as of the day the City of Rainier, Oregon commences operation and use of the item. Where applicable, City of Rainier, Oregon shall be named as owner-beneficiary of such warranty or guarantee. In addition, Vendor warrants that all material and goods provided under this Order are free from defects in material and workmanship.
- f) If there is a patent defect in material that goes uncorrected after 10 calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City of Rainier, Oregon may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City of Rainier, Oregon may withhold from Vendor an amount for these costs and recover any balance from Vendor.

6. Special terms applicable to all Agreements for services provided to City of Rainier, Oregon:

- a) Proof of Insurance. Prior to performance of services, Vendor shall provide insurance certificates and endorsements to City of Rainier, Oregon evidencing coverage required under this paragraph and indicating that City of Rainier, Oregon will be notified no fewer than 30 days prior to any cancellation or reduction in coverage.
- b) Insurance Requirements. Vendor shall, at its own expense, carry and maintain, during the period of performance: State required Workers' Compensation Insurance and Employer's Liability Insurance for its employees with limits of \$1,000,000, per occurrence, or evidence of self-insurance where permitted by law; Comprehensive General Liability Insurance with minimum limits of \$2,000,000 and on which City of Rainier, Oregon, its employees, agents and volunteers and the City, its Councilmembers, commissioners, officials, officers, employees, agents and volunteers are named as additional insureds.
- c) Vendor shall not perform work on City of Rainier, Oregon owned property until so authorized in writing by the City of Rainier, Oregon.

d) Vendor is an independent contractor and not an employee or agent of the City of Rainier, Oregon and shall furnish such services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors or agents shall not, under any circumstances, be considered employees of City of Rainier, Oregon. Vendor has and shall retain the right to exercise full control over employment, direction, compensation and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and save City of Rainier, Oregon harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes and regulations of any nature whatsoever.

7. Special additional terms applicable to software licenses and software maintenance, authorized by either the City of Rainier, Oregon, and to equipment lease and equipment maintenance:

The form of software license, software maintenance, equipment lease and equipment maintenance attached to this Agreement, when approved as to form are incorporated as a part of this Agreement, are agreed to by the City of Rainier, Oregon, and shall take precedence over all of the terms and conditions of this Agreement.

8. Non-discrimination and Equal Employment Opportunity Practices Provisions:

- a) Vendor certifies and represents that, during the performance of this Agreement, the Vendor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations. Vendor further agrees that it will not maintain any segregated facilities.
- b) Vendor shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of the contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations.
- c) Vendor shall, if requested to so by the City of Rainier, Oregon, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, religious creed, color, national origin, ancestry, disability, sex, age, medical condition, marital status, or any other basis enumerated in applicable federal, state, and local statutes and regulations
- d) If requested to do so by the City of Rainier, Oregon, Vendor shall provide the City of Rainier, Oregon with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

- e) Nothing contained in this Agreement shall be construed in any manner to require or permit any act which is prohibited by law.
 - f) Vendor shall include these provisions in each of its subcontracts under this Agreement.
9. No conflict. Vendor hereby represents warrants and certifies that no officer or employee of the Vendor is a director, officer or employee of the City of Rainier, Oregon, or a member of any boards, commission or committees, except to the extent permitted by law.
10. Maintenance and Inspection of Records. The City of Rainier, Oregon, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Vendor's records to the extent the City of Rainier, Oregon deems necessary to insure it is receiving all money to which it is entitled under this Agreement and/or is paying the amounts to which Vendor is properly entitled to under the Agreement or for other purposes relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least 3 years after the termination of the Agreement. The Vendor shall, upon request, promptly deliver the records to the City of Rainier, Oregon or reimburse the City of Rainier, Oregon for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Rainier, Oregon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

AFFIDAVIT OF NON-COLLUSION BY CONTRACTOR STATE OF OREGON, COUNTY OF COLUMBIA, CITY OF
RAINIER

_____, being first duly sworn deposes
and says that he/she is _____
(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)
of _____
(Insert name of bidder)

who submits herewith to the City of Rainier, Oregon a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Rainier, Oregon, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

- a. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except the City of Pasadena, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

I certify under penalty of perjury that the above information is correct

By: _____ Title: _____

Date: _____

Vendor List Questionnaire (Form AA-1)

Affidavit of Equal Opportunity Employment & Non-segregation

In order to be placed to the City's vendor list and be eligible to receive City business, you must provide the following information except where indicated as "optional". By submitting this form, you are declaring under penalty of perjury under the laws of the State of Oregon and the laws of the United States that the information is true and correct. Furthermore, you are certifying that your firm will adhere to equal opportunity employment practices to assure that applicants and employees are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex or age. And, your firm does not and will

not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Name of Company _____ Business Telephone _____

Address _____ Fax number _____
(Optional)

City _____ State _____ Zip _____

Contact Person _____ E-mail Address _____
(Optional)

Tax ID Number (or Social Security Number) _____

Remit Address (if different) _____

Please state clearly and concisely the type(s) of goods and services your company provides:

City Administrator Report
October 5, 2020 Rainier Council Meeting

Mayor Cole and Members of the Council,

On September 9, I did a site visit to Washington Way and facilitated a meeting between outgoing City Planner Skip Urling and a neighbor who is concerned about a proposed development near his property. The neighbor announced his intention at the September 8 council meeting to appeal the project's preliminary approval. However, after receiving more information from Urling, he has agreed to hold off on filing any appeal. I did a ridealong with Sgt. Manning that afternoon to familiarize myself with the police department's operations.

I started the following week by speaking with State Rep. Brad Witt and meeting with new school superintendent Joseph Hattrick and board chair Kari Hollander. Hattrick is working on getting the Library Board going again. City Forester Byron Rickert stopped by my office later on that day to tell me about the city's watershed. I also touched bases that day with City Attorney Stephen Petersen, Sen. Betsy Johnson and Planning Commissioner Paul Langner.

The following afternoon, I spent some time with Clatskanie City Manager Greg Hinkleman learning about regional issues.

On Thursday, September 17, I spoke with Columbia County Commissioner Margaret Magruder and most of the city's Planning Commission members.

Mayor Cole and I met with Cowlitz-Wahkikum Council of Governments Director Bill Fashing and our new Planner Keshia Owens to discuss priorities for the Planning Commission going forward. We also began advertising for the vacant Planning Commission and Council positions on the city's website and a public works position there and the League of Oregon Cities website.

Monday, September 21, I spoke with Ali Mayeda from U.S. Rep. Suzanne Bonimici's office and St. Helens City Manager John Walsh. The following day, I touched bases with Matt Artz at PNWR about the October 11 ribbon-cutting ceremony for the completion of the "A Street" project.

I attended the Wednesday, September 23 meeting of the Columbia County Board of Commissioners. Lastly, I submitted the letter of intent for the scope of work study for the Fox Creek project the next day.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator