

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

Mayor Jerry Cole called the Regular Council Meeting to order at 6:05 p.m.

Council Present: Connie Budge, Robert duPlessis, Mike Kreger, Levi Richardson, Richard Sanders, Brenda Tschida

Council Absent: None

City Attorney Present: No

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

New Business

- a. Swearing in Mayor Jerry Cole and Councilors Mike Kreger, Levi Richardson and Jenna Weaver-Police Chief Gregg Griffith sworn in Mayor Cole and Councilors Kreger, Richardson and Weaver.

Flag Salute

Additions/Deletions from the Agenda: Councilor Connie Budge Council President Mike Kreger moved to add that item to the agenda. That motion was seconded by Councilor Levi Richardson and adopted unanimously.

Mayor's Address: Cole said the following day was the 10-year anniversary of Police Chief Ralph Painter's death in the line of duty. A moment of silence was observed to honor Painter's memory. Cole said he will never forget Painter, thinks about him every day and he was a very good friend. The mayor also thanked the new members of the council for their willingness to serve the city.

Visitor Comments: There were no visitor comments at this time.

Consider Approval of the Consent Agenda:

Consider Approval of the December 7, 2020 Regular Council Meeting Minutes—Council President Mike Kreger moved to approve the minutes. That motion was seconded by Councilor Brenda Tschida and adopted

unanimously.

6. Unfinished Business:

- a. Riverfront Trail Update—Public Works Director Sue Lawrence said construction on the trail should start at the end of the month and will take six to eight weeks. She may have to bring a cost adjustment back to council for the zigzag that was added to the project. Cole said he can authorize it if the cost is reasonable and bring it back to council in February.
- b. Fox Creek Update—Lawrence said that regular inspections are being done. Jorgensen said that the U.S. Department of Agriculture's (USDA) Oregon Rural Development Office was going to have a meeting in December about possibly providing some funding for the feasibility study. Senator Betsy Johnson gave him a list of entities to call for smaller grant amounts and he spoke with officials at the League of Oregon Cities about further funding options. He can follow up with all those once he hears back from USDA. For the riverfront trail, the Cowlitz-Wahkiakum Council of Governments should be doing a call for projects soon. Once it does, he can apply for funding for the project's second phase.
- c. Senior Housing—Jorgensen said he had a meeting with the owners of a property by Teevin Brothers. They are proposing a 150-unit RV park for seniors and he did a site visit afterwards.

7. New Business

- b. Planning Commission Recommendation on New Member—Cole said that Nina Phillips applied. She owns Hometown Pizza, has been an active volunteer for community events and wants to get more involved with the city. The Planning Commission reviewed her application and recommended her appointment. Councilor Richard Sanders moved to appoint Phillips to the Planning Commission. That motion was seconded by Tschida and adopted unanimously.
- c. First Reading of Ordinance 1078—Establishing Business License Regulations for Food Carts—Jorgensen said the draft ordinance was prepared based on the Planning Commission's recommendations and input from the city attorney. It includes parts of a model ordinance and one from the City of Scappoose. Budge has a series of changes she would like to see made to it. Cole suggested that Budge and Kreger work with Jorgensen to refine the ordinance. Jorgensen said he would like some feedback from the Planning Commission. Budge asked about the timeline and if there needed to be another meeting. Cole said an applicant is waiting, so he would like to have it done by the next council

- meeting. It can be put on the agenda under Unfinished Business after Budge and Kreger meet with Jorgensen to make edits to the ordinance.
- d. Tree Ordinance-Jorgensen said this was a continuation of a discussion at the last council meeting. The current ordinance is included in the packet. Budge asked that the state statues about utility company liability for maintenance in public rights of way also be included. Jorgensen put those in the packet to inform the council discussion. Lawrence said she got a question about the city's responsibility for trees in the right of way. That homeowner is requesting assistance for removal and the cost is around \$2700. Cole suggested that the city establish a grant program and establish how much total funding to give it. The council can review requests on an individual basis according to factors like financial need. Jorgensen asked if council wanted him to prepare a resolution. Budge said the responsible party would need to be identified. She suggested that some of the money in the timber fund be used for the grant program. Cole said the program could also be used to encourage and fund the planting of new trees. Weaver said it could give clarity as to which trees are the property owner's responsibility and which are the city's. The program has to be able to help the property owners. Cole said changing the existing tree ordinance would cause the city too much liability. The easiest thing to do would be to create the grant program.
 - e. Tree City USA-Cole said it's always been a dream of his for Rainier to be a Tree City. Lawrence said there are four standards for being a tree city. Cole said having the \$5,000 grant program would help the city meet those standards. A committee can be formed to help administer the program. Lawrence said it could be a subcommittee of a potential parks committee. Jorgensen said he had enough input to draft a resolution. Cole said the subcommittee's first assignment could be evaluating the request for assistance that has already been made.
 - f. Parks Committee Formation-Cole said there are city properties that could potentially be developed into parks. There are also its existing pocket parks and the plaza area. A parks committee could give input to the council and Planning Commission. Jorgensen said people have expressed interest to him about being on a parks committee. He asked if there should be a minimum and maximum number of members, if there should be a residency requirement and how often the body should meet. Cole said the members can be appointed by the mayor and approved by council. The positions should be advertised. There should be a minimum of seven members, with two positions being available to people who live outside of city limits, and a maximum of 10 members. Two members can be councilors, with one as a liaison. Jorgensen asked if the council wanted a resolution for forming the committee for its February meeting. Councilors agreed by consensus. Sanders said that a councilor chair the committee and another councilor be a member at large. He suggested that Councilor Richardson chair the committee.

Councilors, including Richardson, agreed by consensus. Jorgensen said he could ask the members of the Planning Commission if one of them would like to represent that body on the Parks Committee.

- g. Public Works Shop-Lawrence said she received a quote from the company that built the public works storage building to upgrade it to a shop. The condition of the current shop was brought up in Safety Committee, and the cost of doing the upgrade is \$21,197. Cole asked if it had been specifically budgeted for. Lawrence said it was not. Cole asked if there was a line item that could be used. Lawrence said \$5,000 could be taken out of funds for parks, water, sewer and streets, and possibly some in capital expenditures. She can get more specific information and bring it back to council in February. Cole said council could approve it now and make it contingent upon financial and administrative approval. Councilor Jenna Weaver asked if there were any other quotes. Lawrence said the same firm did the original building and this work would be considered an addition to that. The improvements would include security enhancements because the current shop has been broken into. That raises the cost to \$30,347. Budge moved to approve the upgrade to the public works shop, pending administrative, public works and financial approval. That motion was seconded by Richardson and adopted unanimously.
- h. Council Goal Setting Workshop Scheduling-Budge suggested that the workshop be held at the Masonic Lodge. Cole said he would prefer to have it in the evening, starting at 5:30 p.m. Meals can be provided. Having it at the Lodge would enable everyone to be spread out. Budge asked if it could be held in early March. Cole asked if March 10 would work for everyone. Council agreed by consensus. Budge said she would like to have information about the library, senior center and museum and a discussion about the 100-year anniversary of city hall, which will be April 13.

8. Staff Report- Lawrence said she's been working on plans for the riverfront trail and dealing with stormwater issues, sinkholes and a plugged line. The new doors at city hall are scheduled to be done in mid-January and the break room project is still underway. Two stop signs have been installed on C Street and the sewer line for the 4th Street loop has been done. Jorgensen said he participated in the interview panel for the new Columbia River Fire and Rescue chief on December 11. The Planning Commission's December meeting went well. He participated in a League of Oregon Cities conference call about potential funding sources for cities. The city's new IT provider is in the process of onboarding. He's dealt with personnel issues and has been out of the office due to a family health emergency. The issue of adding more security cameras around city facilities came up during a recent staff meeting. He asked council if they wanted to have a discussion about it during the February meeting. Councilors agreed by consensus. Cole said a camera could be set up to

create a safe internet exchange area. Lawrence suggested the plaza as a possible location. Budge said the transportation center may also be a suitable area.

9. Council Reports

10. City Calendar/Announcements

Cole adjourned the meeting at 8:05 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

ORDINANCE NO. 1078

AN ORDINANCE OF THE CITY OF RAINIER ESTABLISHING BUSINESS LICENSE REGULATIONS FOR FOOD CARTS

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

WHEREAS, the City desires to allow the legal operation of mobile food vending;

WHEREAS, the City seeks to protect public health and safety by ensuring mobile food vendors follow clear rules and regulations that address demonstrable risks;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
RAINIER AS FOLLOWS:**

SECTION 1. DEFINITIONS

- A. “Mobile food units” are defined in OAR 333-150-0000 as “any vehicle that is self-propelled or that can be pulled or pushed down a sidewalk, street, highway or waterway, on which food is prepared, processed or converted of which is used in selling and dispensing food to the ultimate consumer.”
- B. The term “food cart” will be used interchangeably with “mobile food unit.”
- C. “Food cart pod” refers to a site containing one or more food carts and associated amenities on private property.

SECTION 2. APPLICABILITY AND EXEMPTIONS

- A. This chapter is not applicable to temporary uses which are permitted through the City’s Temporary Use Permit procedures.
- B. The provisions of this chapter apply to all food carts within the City, whether it is a single food cart, or multiple carts in a pod.
- C. Food carts are not permitted to travel to different sites throughout the City and shall be allowed through an approved permit issued in conformance with this chapter.
- D. Exemptions. The following are exempt:
 - 1. Locations where food carts are stored when not in operation are exempt from the provisions of this section; however, the storage of commercial vehicles or trailers may be subject to other requirements of the Rainier Municipal Code.

2. Food carts that are operated as allowed under a special permit for festivals, fairs and events.

SECTION 3. FOOD CART POD STANDARDS. A property containing one or more food carts shall be maintained in a clean and orderly condition. Only those things authorized by the permit and shown on the site plan may be stored on the property. The following standards apply to food cart pod sites:

- A. Zoning. Food cart pods are not permitted in special flood hazard areas or in residential zones but are permitted in zones that allow for eating and drinking establishments either outright or through conditional use approval.
- B. Accessory Items and Structures. Trash and recycling receptacles for customer use shall be maintained no more than ten feet from food carts, at a rate of one trash and one recycling receptacle for every two food carts. Portable accessory items, such as picnic tables, are permitted.
- C. Applicability with Other City Ordinances. Any food cart licensed by the City must also abide by any and all other existing sections of the Rainier Municipal Code, including but not limited to Title 18 pertaining to Zoning, Title 18.110 pertaining to Signs and Title 18.15 pertaining to Nuisances.
- D. Utilities. To the extent that utilities are desired by the applicant or required by applicable regulations, food carts shall have self-contained utilities, or in on-site utility connections are proposed, such utilities shall be installed underground, except where prohibited by the utility district or company.
- E. Sanitation Facilities. Food cart pods shall ensure the availability of a restroom with hand washing facilities meeting the provisions of OAR 33-150-0000 for employees and customers. Portable restrooms and portable handwashing facilities are not permitted, unless the portable handwashing facilities provide hot running water meeting the provisions of OAR 33-150-0000. If portable restrooms and portable handwashing facilities are provided, they shall be screened from view with fencing or a solid vegetative screen, or a combination of the two, provided that the portable facilities are not visible from neighboring properties or public rights-of-way. The restrooms must either be on-site, within one-quarter mile or within five minutes walking distance and be available during the carts' hours of operation. Applicants shall provide the City with documentation that restrooms are available via the owner's written permission for the utilization of facilities in an existing building.
- F. Sewage Disposal. Subsurface sewage disposal is prohibited.

SECTION 4. FOOD CART STANDARDS. The following standards apply to each food cart on the site:

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

- B. Accessory Storage. Except as specifically allowed under Section 3 (B), items relating to the food cart shall be stored in, on or under the cart in an orderly manner, or out of sight.
- C. Interior Seating or Vending. Customer seating or vending inside a food cart is prohibited.
- D. Length of Cart. Food carts shall not exceed 26 feet in length.
- E. Carts and their accessory items shall be kept in good repair and maintained in a safe and clean condition.
- F. The following health and sanitation standards shall apply:
 - 1. Applicants shall provide wastewater/graywater disposal documentation that indicates how the outputs will be stored (if applicable) and what wastewater/graywater disposal method will be used. The documentation shall indicate a proper disposal method that ensures fats, oils and grease do not enter the City's wastewater infrastructure. If the applicant intends to contract with a third party for wastewater/graywater disposal, a copy of the contract must be provided to the City within 15 days of receiving a permit.
 - 2. Non-stormwater discharges to the City's stormwater system are prohibited.
- G. Drive-Thru Service. Food carts shall not provide drive-thru service.
- H. Other Licenses/Approvals Required. Beside meeting the requirements of this chapter, the operator of a food cart must have an active City business license, must comply with the current edition of the International Fire Code for Mobile Food Carts and receive an annual Fire District inspection and approval, and must receive approval and comply with the permit requirements of Columbia County Environmental Health Department.

SECTION 5. FOOD CART POD MODIFICATION. An application for a food cart pod modification shall be required when any of the following thresholds apply:

- A. Thresholds:
 - 1. Modification to an approved food cart pod site layout or design, which does not increase the number of food carts permitted on the site.
 - 2. Additions of non-permanent amenities to an approved food cart pod, such as but not limited to: picnic tables, awnings and landscaping.

SECTION 6. SUBMITTTAL REQUIREMENTS. An application for a Food Cart pod Permit shall include the following:

- A. A completed application, including the property owners' signature, on a form provided by the City;

- B. Proof of business liability insurance;
- C. Proposed hours of operation, and
- D. A site plan of the subject property drawn to scale and including:
 - 1. The lot lines,
 - 2. The location of existing structures,
 - 3. The proposed boundaries of the food cart pod. Within the boundaries of the food cart pod, the location of all food carts, seating areas and any accessory items or structures,
 - 4. The proposed distance between the food cart pod and adjacent lot lines, as well as the proposed separation distance between individual carts and other on-site structures,
 - 5. The type and location of any proposed on-site utility connections for food carts,
 - 6. The number and location of food carts on site and individual square footage and length of each cart,
 - 7. Pictures or architectural elevations of proposed food cart (s),
 - 8. The location of existing and proposed loading areas, driveways, on-site circulation drives, parking lots aisles, parking lot lighting, bicycle and automotive parking spaces, and walkways,
 - 9. The orientation of service windows and doors on the food carts and location of customer queuing areas,
 - 10. The location of existing and proposed landscaping,
 - 11. The dimension, height and location of proposed signs,
 - 12. Proof of the availability of restroom facilities for employees and customers that meet the requirements of OAR Chapter 333-150-0000,
 - 13. The method for disposing of wastewater and gray water,
 - 14. Written verification of approval by Columbia County Health Department,
 - 15. Written verification of approval by Columbia River Fire and Rescue,
 - 16. A traffic generation memo,
 - 17. A statement indicating any source of noise to be generated on the property and the method of mitigating the noise, and
 - 18. Any additional information that may be required by the City to properly evaluate the proposed site plan.

SECTION 7. CONDITIONS OF APPROVAL. The City may impose conditions upon the approval of a Food Cart Pod permit to ensure compliance with the requirements of this chapter, and other applicable chapters of its municipal code, and to minimize adverse impacts created by the use on surrounding property and uses. These conditions may include, but are not limited to, the following:

- A. Limiting the hours, days, place and manner of operation;
- B. Requiring site and building design features which minimize environmental impacts such as noise, glare and odor;
- C. Requiring additional building setbacks;

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

SECTION 8. APPROVAL PERIOD. A Food Cart Pod Permit approval is valid for one year from the date of the final written decision. At the end of the one-year period, the applicant may apply for another one-year permit by filing a new application.

SECTION 9. GROUNDS FOR REVOCATION. The City may:

- A. Revoke a Food Cart Pod Permit approval if the conditions of approval have not been or are not being complied with and the food cart pod is being conducted in a manner contrary to this chapter.
- B. The City and its staff shall approve the use as it exists, revoke the Food Cart Pod Permit or compel measures to be taken to ensure compatibility with the neighborhood and conformance with this section after reviewing any complaints. Complaints may be originated by the City or the public. Complaints from the public shall clearly state the objection to the food cart pod, such as:
 - 1. General of excessive traffic;
 - 2. Generation of excessive noise or litter;
 - 3. Other offensive activities not compatible with the surrounding area.

C. Waiting Period for Reapplication. When a Food Cart Pod Permit has been revoked due to violation of these standards, a minimum period of one year shall elapse before another application for a food cart pod on the subject parcel will be considered.

D. The Food Cart Pod Permit owner may appeal the City staff decision to the City Council.

BY: _____

Jerry Cole, Mayor

ATTEST:

BY: _____

Scott Jorgensen, City Administrator

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

RESOLUTION #21-01-01

**A RESOLUTION TO ESTABLISH A PARKS COMMITTEE FOR THE CITY OF
RAINIER AND THE REQUIREMENTS FOR MEMBERSHIP**

WHEREAS, The City of Rainier recognizes the tremendous value that a quality parks system brings to any community; and

WHEREAS, The City hopes to enhance existing recreational opportunities available to its citizens and visitors; and

WHEREAS, The City has properties that are currently underutilized and may better serve the public as park amenities; and

WHEREAS, The City would benefit from citizen input regarding the use and potential future expansion of its park facilities.

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

1. A Parks Committee be established for the purpose of holding regular public meetings to decide on the future direction of The City's park facilities; and
2. The committee will act as an advisory board to the council on those matters; and
3. The committee's members will be appointed by the mayor; and approved by the council; and
4. The committee will have a minimum of seven members and a maximum of 10; and
5. The committee will be chaired by a member of the council, designated by that body; and
6. The committee will also have liaison positions for an additional councilor and a member of the City's Planning Commission; and
7. No more than two positions on the committee will be available to persons living outside of Rainier city limits.

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

Jerry Cole, Mayor

Attested:

W. Scott Jorgensen, City Administrator

MISCELLANEOUS FORESTRY AGREEMENT

This Agreement, made and entered into, by and between City of Rainier as land owner, hereinafter referred to as "Land Owner", whose address is PO Box 100 Rainier, Oregon 97048, whose phone number is 503/556-7301 and Payne Reforestation Inc. hereinafter referred to as "Contractor", whose address is 155 Reid Lane, Longview WA. 98632 and whose phone number is 360/749-3669

WITNESSETH:

Land owner owns the land described in Exhibit A attached and desires to have Contractor perform services on said land as hereinafter set forth. Contractor represents that the Contractor is engaged in the business of performing such work as described hereinafter, and has the skills, tools, equipment and permits necessary to carry on such business. Now, therefore, the parties agree as follows:

1. WORK LOCATION, SCOPE, SPECIFICATIONS AND STANDARDS

- a. The land upon which the work is to be performed is located in the State of Oregon, Columbia County, and is the land outlined in Exhibit A attached and made a part hereof this Agreement.
- b. The work to be performed by Contractor is described in Exhibit B attached and made a part hereof this Agreement
- c. Contractor shall perform the work in such a manner as will attain the results set forth in Exhibit B. Contractor, at Contractor's sole expense, shall furnish all labor, supervision, tools, equipment and materials necessary to satisfactorily complete the work unless otherwise stipulated in Exhibit B. Land owner shall pay Contractor sums as set out in Exhibit B.

2. TERM AND SUSPENSION OF WORK

The term of this Agreement shall begin on February 15, 2021 and shall end on 12/30/21.

3. INSURANCE

Contractor shall, at its expense, have in effect at all times during the term of this agreement, the following insurance:

- a. liability insurance with limits of no less than \$1,000,000 property damage and \$1,000,000 bodily injury for automobiles
- b. comprehensive general liability and property damage with limits of not less than \$1,000,000 for each occurrence
- c. workers' compensation or industrial accident insurance as required by law, including employer's liability with a minimum of \$100,000 per occurrence.

Proof of such insurance shall be furnished to Land owner with guarantee of at least ten (10) days' written notice to land owner of cancellation of such policy or policies or of modification of coverage or limits. Such insurance shall be written by companies satisfactory to land owner.

4. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor. The work must meet the specifications and standards described in paragraph 1 of this Agreement but Contractor is required to exercise Contractor's own skill and judgment in performing the work. Contractor will, either personally or through employees, agents or subcontractors, perform this Agreement at Contractor's own expense, by and according to Contractor's own means and methods and free from any control or right of control of land owner to render any definite hours of work or labor in the performance of this Agreement. But on the contrary, Contractor may perform this Agreement at Contractor's own pleasure as to time and by whatever means and methods of performance Contractor determines. Land owner shall and may look only to the results of Contractor's work and require that such results be in conformity with and completed within the term of this Agreement.

5. COMPLIANCE

- a. Contractor covenants that Contractor shall comply with all existing and future federal, state, county and local laws, rules, regulations and government orders, as now written and as may be hereafter amended and enacted, which are applicable to this contract, including without limitation the Civil Rights Act of 1964, Title VII, as amended.

- b. Contractor, at Contractor's sole expense and prior to Contractor's commencement of contract work, shall obtain all permits and licenses required in Contractor's performance of this Agreement.
- c. Contractor does hereby indemnify and save harmless land owner from and against all liability and claims of liability arising out of Contractor's noncompliance with paragraph 6 of this Agreement.
- d. Contractor shall conduct its operations in strict compliance with laws, statutes, civil standards, orders, permits and other regulations promulgated by _____County, State of _____ or Federal agencies.

6. FIRE PREVENTION AND SUPPRESSION

- a. Contractor shall use all reasonable and customary precautions and procedures to prevent fires on the land upon which said timber is located or any adjacent lands of land owner. In the event of any such fires of which Contractor is aware, Contractor shall promptly notify land owner thereof and shall require Contractor's employees, agents or assigns which might be carrying on timber operations, to control or assist in controlling said fire.
- b. Land owner reserves the right to stop or interrupt Contractor's operations hereunder if conditions are such that, at land owner discretion, continued operations are likely to cause forest fires, provided that, in the event such right is exercised, the term of this Agreement shall be extended by the number of days that such stoppage or interruption right was exercised.
- c. Contractor shall at all times conform to Federal and state laws and regulations pertaining to fire protection and suppressions and shall provide all fire equipment required by the State of _____ and keep such in good operating condition.
- d. Contractor shall be financially responsible for the cost of removal of any fire hazard or the cost of combating fires resulting from its operation in the Agreement work area as required by this Agreement and any fires related thereto and for all damage caused thereby; all as determined or imposed by the State Department of Forestry. Contractor shall, at Contractor's cost, devote every reasonable effort and all available equipment and employees to fighting any fire on or near the Agreement work area during logging operations, regardless of the fire's cause or location.

7. INDEMNIFICATION AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the land owner, its heirs, administrators and assigns, and land owner Agent, Pacific Power Consultants, Inc., from any and all damages, claims, suits, costs and expenses arising out of or connected with the performance of this Agreement, which may in any way come against the land owner caused by or growing out of the act or omission to act of the Contractor, its agents and servants. This includes, but is not limited to, any claims for injury to persons or property, nuisance, trespass, mechanic's and materialmen's liens, workers' compensation and unemployment taxes, fines and penalties and environmental damages. Contractor shall be responsible for activities of its subcontractors. If land owner so elects, Contractor will reimburse land owner for all costs reasonably incurred to defend against such claims through the attorneys of land owner choice.

8. IMPROVEMENTS

Contractor agrees to protect all improvements on land owner and neighboring properties affected by the work of this Contractor including, but not limited to, structures, roads, culverts, bridges, ditches, fences and utility lines. If damage is caused by the Contractor's operations, the Contractor shall pay damage or restoration costs, provided that such payment shall not relieve Contractor from civil or criminal remedies otherwise provided for by law.

9. THREATENED AND ENDANGERED SPECIES OF WILDLIFE

- a. Contractor shall promptly report any sightings of threatened or endangered wildlife species on or near land owner lands or operations to land owner contract supervisor or other designated representative.
- b. Contractor shall suspend or modify operations where necessary to avoid killing or injuring threatened and endangered wildlife and promptly notify land owner of the steps taken.
- c. Contractor shall promptly report any dead or injured threatened or endangered wildlife on land owner lands or operations to land owner. If land owner representatives are not available to report the information to U.S. Fish and Wildlife Service and the State wildlife agency, Contractor shall do so immediately. Do not handle or disturb any dead or injured threatened or endangered wildlife or disturb the scene where they are found until the above-named agencies complete their investigations.

- d. Contractor shall inform all employees of Contractor who will work on or near land owner lands under this Agreement, of the requirements of this paragraph 9 and include these provisions in any subcontracts for such work.

10. PROTECTION FOR OWNER OF LOSSES AND CLAIMS

- a. Contractor shall promptly pay for all damages to property owned or controlled by or in the possession of land owner resulting directly or indirectly from negligent acts or omissions of Contractor.
- b. Contractor shall prevent filing of any liens against any property owned or controlled by land owner arising out of this work.

11. BREACH OF CONTRACT

In the event Contractor violates or breaches any terms of this Agreement, land owner shall have the right to suspend operations of the Contractor hereunder with written notice. If such breach is not remedied within thirty (30) days after such notice, land owner may terminate this Agreement and Contractor shall have no further rights under this Agreement, provided that if such default cannot reasonably be corrected within thirty (30) days, Contractor shall not be deemed to be in default if it commences corrective action within said thirty (30) days and diligently pursues such to completion. If either party defaults in its contractual performance herein, the non-defaulting party may seek specific performance pursuant to the terms of this Agreement or damages. In the event of Contractor's default, the land owner shall retain all payments hereunder as liquidated damages.

12. VENUE AND COSTS

In the event of any disputes or controversies arising from this Agreement or its interpretation, the party or parties prevailing in a court of competent jurisdiction or receiving a settlement payment, will be entitled to receive from the non-prevailing party or parties, all reasonable legal fees and related costs incurred in connection with the same. Any suit or proceeding will be brought in the state and county described in paragraph 1. a. of this Agreement, as the place of venue chosen by the parties to this Agreement.

13. DURATION

This Agreement will inure to the benefit of and be binding upon the parties, their heirs, administrators, successors and assigns.

LAND OWNER

CONTRACTOR

Date _____

Date_____

Exhibit B
Description of work to be performed and payment

Unit 052 RD Activity Planting

- A. Contractor shall supply labor and equipment to plant Douglas Fir seedlings as directed in areas by city representative.
- B. Contractor will meet all quality standards as set by city representative for planted trees.
- C. Contractor will be paid at a rate of \$300.00/thousand trees after quality inspection approved by city representative.

Contractor _____

Owner _____

City of Rainier, Attn: Debra Dudley
RAINIER
PO Box 100
Rainier, OR 97048

RENEWAL NOTIFICATION PROCESS

It's time again for liquor license renewals in your area. Liquor licenses are due to expire **3/31/2021**. Attached is the list of licensees who are required to submit their renewal application to local government for comment. According to our records you charge:

\$0.00 Renewal Fee for ON-PREMISES \$0.00 Renewal Fee for OFF-PREMISES

We told applicants to mail your local government fees to the address on this letter.
PLEASE NOTIFY US IMMEDIATELY IF THE FEE(S) OR ADDRESS ARE INCORRECT

HOW TO MAKE A RECOMMENDATION

You have until **3/10/2021** to make your recommendation. Below are your options for renewals:

RECOMMEND APPROVAL

1. **DO NOTHING.** If you do not submit a recommendation by **3/10/2021**, the OLCC will process the renewal application as a favorable recommendation.

RECOMMEND DENIAL (see additional information on page 2)

1. File an unfavorable recommendation, stating the grounds for the unfavorable (must meet the denial criteria on back of form); **OR**
2. Make a written request for additional time to complete an investigation. The request must state: 1) you are considering making an unfavorable recommendation; 2) the specific grounds being considered. **The grounds must be one referenced in Oregon Administrative Rule 845-005-0308(3).** If your request is granted you will be given a 45-day extension to file your unfavorable recommendation. Unfavorable means recommending denial of a license or requesting restrictions be placed on a license.

If you need assistance or would like to discuss a specific application, please contact your local OLCC office for help. Please send renewal recommendation correspondence to OLCC.Renewals@oregon.gov or OLCC License Renewals, P.O. Box 22297, Portland, OR 97269-2297. If you have questions, contact our license renewal section at 503.872.5138 or toll free at 1.800.452.6522 ext 25138.

REASONS WE MAY DENY OR RESTRICT A LICENSE
ORS 471.313(4)(5), OAR 845-005-0320, 845-005-0321, 845-005-0322
845-005-0325, 845-005-0326(4)(5) or 845-005-0355

The following is a list of problems relating to the **APPLICANT** or **BUSINESS** that OLCC can consider to refuse or restrict a license:

1. Applicant has a habit of using alcohol or drugs to excess
2. Applicant makes a false statement to OLCC (must be related to a refusal basis)
3. Applicant has been convicted of local, state or federal laws that are substantially related to the fitness of holding a liquor license
4. Applicant has demonstrated poor moral character
5. Applicant has a poor record of compliance when previously licensed by OLCC
6. Applicant is not the legitimate owner of the business
7. The business has a history of serious and persistent problems at this location. The problems can include:

obtrusive or excessive noise, music or sound vibrations
public drunkenness
fights or altercations
harassment
unlawful drug sales
alcohol or related litter

OLCC is not able to consider the following issues when deciding to renew a liquor license:

lack of parking
increase in traffic
too many licenses in a specific area (saturation)
entertainment type - nude dancing, gambling, live bands, etc.
increased noise
zoning issues

Visit www.oregon.gov/olcc/ to see the full text of ORS and OAR referenced above. In order for an unfavorable recommendation from a local government to be valid, the grounds must be found in the license refusal bases of ORS 471.313(4), 471.313(5), OAR 845-005-0320, 845-005-0321, 845-005-0322, 845-005-0325 or 845-005-0326(4)(5) or the license restriction bases of OAR 845-005-0355, and must be supported by reliable factual information.

License No./ Premises No.		Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic.	306790	BRIDGEVIEW TOBACCO SHOP	29375 WASHINGTON WY	
Prem.	2791	BRIDGEVIEW TOBACCO SHOP INC O - OFF-PREMISES SALES	RAINIER, OR 97048 503-556-0151	
Lic.	309195	CHEVRON FOOD MART	WEST 3RD & "B" ST	PO BOX 69
Prem.	8623	WILSON OIL INC O - OFF-PREMISES SALES	RAINIER, OR 97048 503-423-3300	LONGVIEW, WA 98632
Lic.	307229	CORNERSTONE CAFE	102 EAST A ST	PO BOX 700
Prem.	44328	CORNERSTONE CAFE LLC F-COM - FULL ON-PREMISES SALES	RAINIER, OR 97048 503-556-8772	RAINIER, OR 97048
Lic.	318883	DELI MART	75930 ROCK CREST ST SUITE C	PO BOX 1421
Prem.	54888	DELIMART INC O - OFF-PREMISES SALES	RAINIER, OR 97048 503-556-4544	RAINIER, OR 97048
Lic.	318884	DELI MART	75930 ROCK CREST ST SUITE C	PO BOX 1421
Prem.	54889	DELIMART INC L - LIMITED ON-PREMISES SALES	RAINIER, OR 97048 503-556-4544	RAINIER, OR 97048
Lic.	310041	DELI STORE	75724 ROCKCREST ST	
Prem.	30052	DELI STORE LLC L - LIMITED ON-PREMISES SALES	RAINIER, OR 97048 503-556-8091	
Lic.	310043	DELI STORE	75724 ROCKCREST ST	
Prem.	2806	DELI STORE LLC O - OFF-PREMISES SALES	RAINIER, OR 97048 503-556-8091	
Lic.	307302	DOLLAR GENERAL STORE #18501	211 W B ST	100 MISSION RIDGE
Prem.	58679	DG RETAIL LLC O - OFF-PREMISES SALES	RAINIER, OR 97048	GOODLETTSVILLE, TN 97072
Lic.	307339	EAGLES LODGE #4022 RAINIER	109 W "A" ST	PO BOX 6
Prem.	14242	EAGLES LODGE #4022 RAINIER F-CLU - FULL ON-PREMISES SALES	RAINIER, OR 97048 503-556-2035	RAINIER, OR 97048
Lic.	307490	EL TAPATIO RESTAURANTE II	117 "A" ST W	325 SE 181ST AVE
Prem.	25642	GUITRON ALCAZAR INC F-COM - FULL ON-PREMISES SALES	RAINIER, OR 97048 503-556-8323	PORTLAND, OR 97233
Lic.	309336	EVERGREEN PUB	115 E FIRST ST	PO BOX 578
Prem.	2828	EVERGREEN PUB LLC F-COM - FULL ON-PREMISES SALES	RAINIER, OR 97048 503-556-3802	RAINIER, OR 97048
Lic.	307520	GROCERY OUTLET OF RAINIER	215 W B ST	PO BOX 1358
Prem.	59035	GROCERY OUTLET INC O - OFF-PREMISES SALES	RAINIER, OR 97048 360-269-6133	RAINIER, OR 97048
Lic.	308338	HOMETOWN PIZZA	109 E A ST	530 18TH AVE
Prem.	48125	PIZZA HAVEN LLC L - LIMITED ON-PREMISES SALES	RAINIER, OR 97048 503-556-3700	LONGVIEW, WA 98632
Lic.	307972	INTERSTATE TAVERN	119 E "B" ST	PO BOX 158
Prem.	2824	INTERSTATE TAVERN LLC F-COM - FULL ON-PREMISES SALES	RAINIER, OR 97048 503-556-9950	RAINIER, OR 97048
Lic.	307670	LUIGI'S PIZZARIA	119 E 1ST ST	PO BOX 578
Prem.	38055	LUIGI'S PIZZARIA LLC L - LIMITED ON-PREMISES SALES	RAINIER, OR 97048 503-556-3802	RAINIER, OR 97048

<u>License No./ Premises No.</u>	<u>Tradename/Licensee/License Type</u>	<u>Premises Address & Phone</u>	<u>Premises Mailing Address</u>
Lic. 307898 Prem. 29153	NEW BRIDGEVIEW DELI NEW BRIDGEVIEW DELI INC L - LIMITED ON-PREMISES SALES	29389 WASHINGTON WY RAINIER, OR 97048 503-556-6165	
Lic. 308514 Prem. 2827	OL PASTIME TAVERN RAINIER OL PASTIME TAVERN INC F-COM - FULL ON-PREMISES SALES	105 E A ST RAINIER, OR 97048 503-556-2442	PO BOX 1624 RAINIER, OR 97048
Lic. 308515 Prem. 2827	OL PASTIME TAVERN RAINIER OL PASTIME TAVERN INC L - LIMITED ON-PREMISES SALES	105 E A ST RAINIER, OR 97048 503-556-2442	PO BOX 1624 RAINIER, OR 97048
Count for RAINIER		18	



January 20, 2021

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

RE: Rainier River Walk Extension

Dear Mrs. Lawrence:

Please accept the enclosed cost proposal for the above-mentioned project. We've attempted to cover all the needed items to construct our scope for this project. This project is based on Google Earth approximate length of pathway at 315 LF and 6 feet wide. We did not receive an Engineers take-off or Geotechnical Report for this project. Following is a list of project conditions & stipulations.

Exclusions:

- Bonds of any kind, (Invoice cost +10%).
- Permits, fees or assessments unless specifically noted.
- Easement and OHW Survey Staking
- Fencing
- Compaction Testing on AC
- Restoration Planting or Bank Stabilization Beyond Rip Rap along bank
- Hazardous waste testing, removal, abatement, disposal, or site remediation.
- Dewatering
- Pathway lighting
- All other items of work not specifically included in proposal.

Clarifications:

- Current pricing based on quantities shown on updated proposal, to be finalized upon final design.
- Pricing assumes 1' layer of rip rap along bank of pathway, this is to be verified by geotechnical engineer.
- Pricing includes additional survey work required for final design.
- Pricing to be finalized upon final design by geotechnical engineer.
- Pricing includes 2" thick AC pathway, 6' width
- Pricing to be finalized upon agreed layout/grades – to be designed by LCD Excavation and approved by City of Rainier.
- Pricing assumes existing soils suitable for construction. To be confirmed by Geotechnical Engineer.
- Back USPS parking is to be used for site access and staging area/storage for duration of project.



- Current pricing assumes half of the excavated material to be used for wall backfill/grading to be placed along bank prior to rip rap.
- LCD Excavation will provide a licensed Geotechnical Engineer
- Landscape finished/plantings/decorative rock/etc are not included in this pricing.

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Anderson', is placed above the printed name.

Tyler Anderson
Oregon Registered P.E. 79159PE

Project:

Location:

Contractor:

Rainier River Walk Extension

Rainier, OR

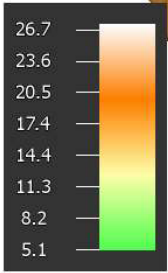
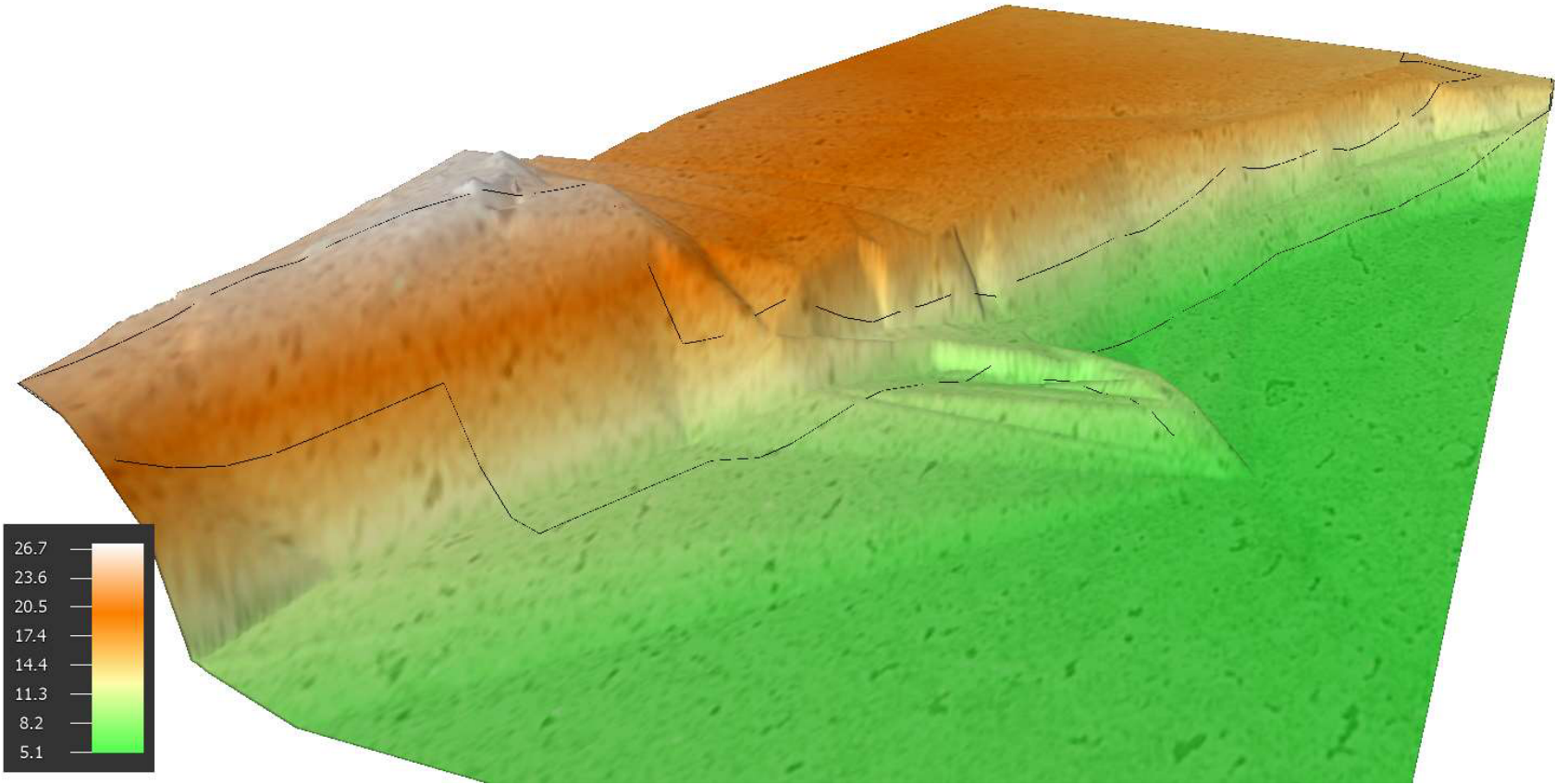
LCD Excavation

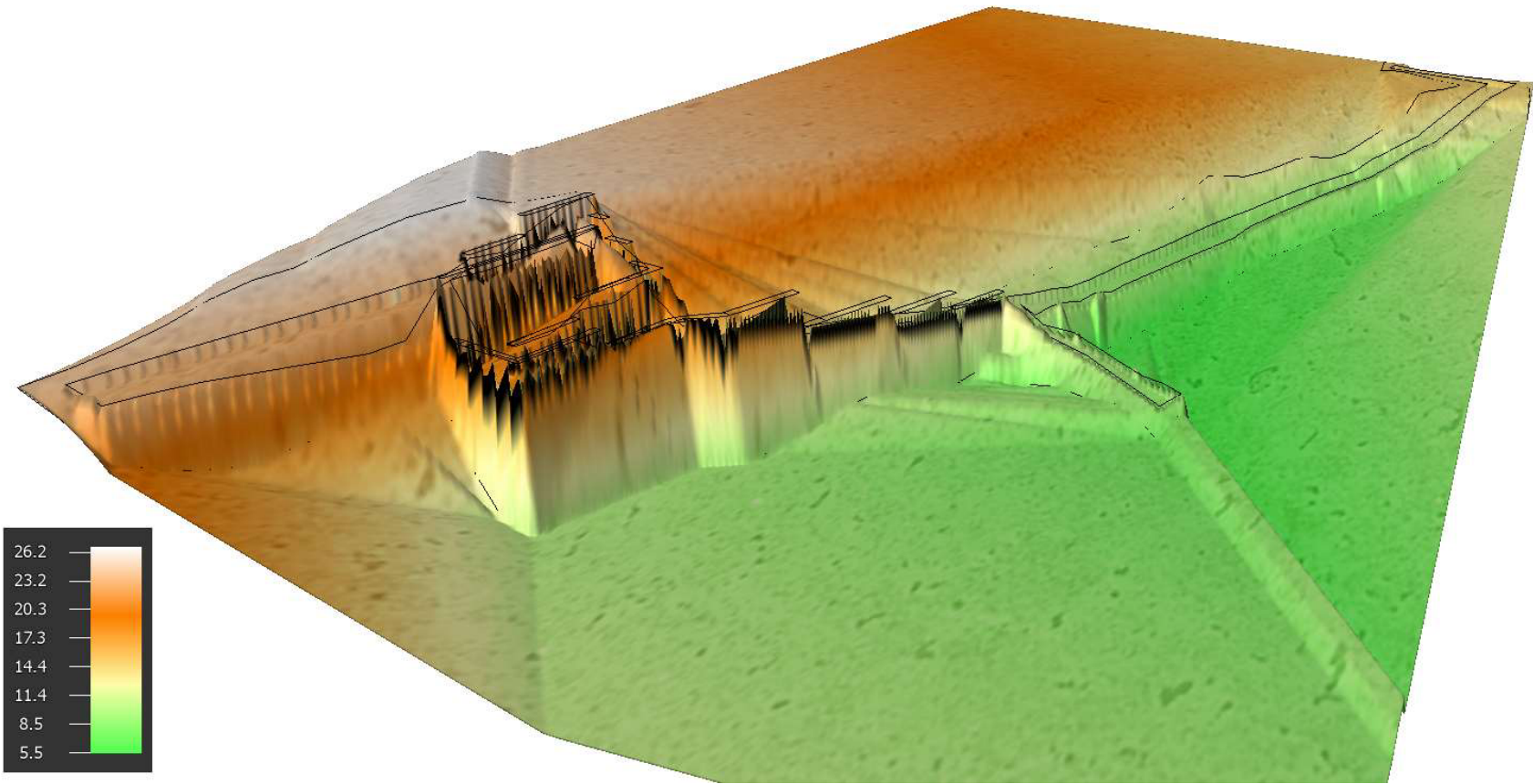
CONTRACT ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Earthwork				
10	Mobilization/General Conditions	1	LS	\$5,234.86	\$5,234.86
20	Geotechnical Engineering and Inspections	1	LS	\$4,216.80	\$4,216.80
30	Silt Fence	350	LF	\$3.31	\$1,159.00
40	Earthwork	188	CY	\$5.28	\$994.87
50	Rip Rap for Slope Stabilization	454	CY	\$48.00	\$21,806.40
60	8" Granular Fill	83	TN	\$31.18	\$2,575.17
70	2" AC Paving	1,890	SF	\$4.30	\$8,124.56
	Sub Total Earthwork				\$44,111.65

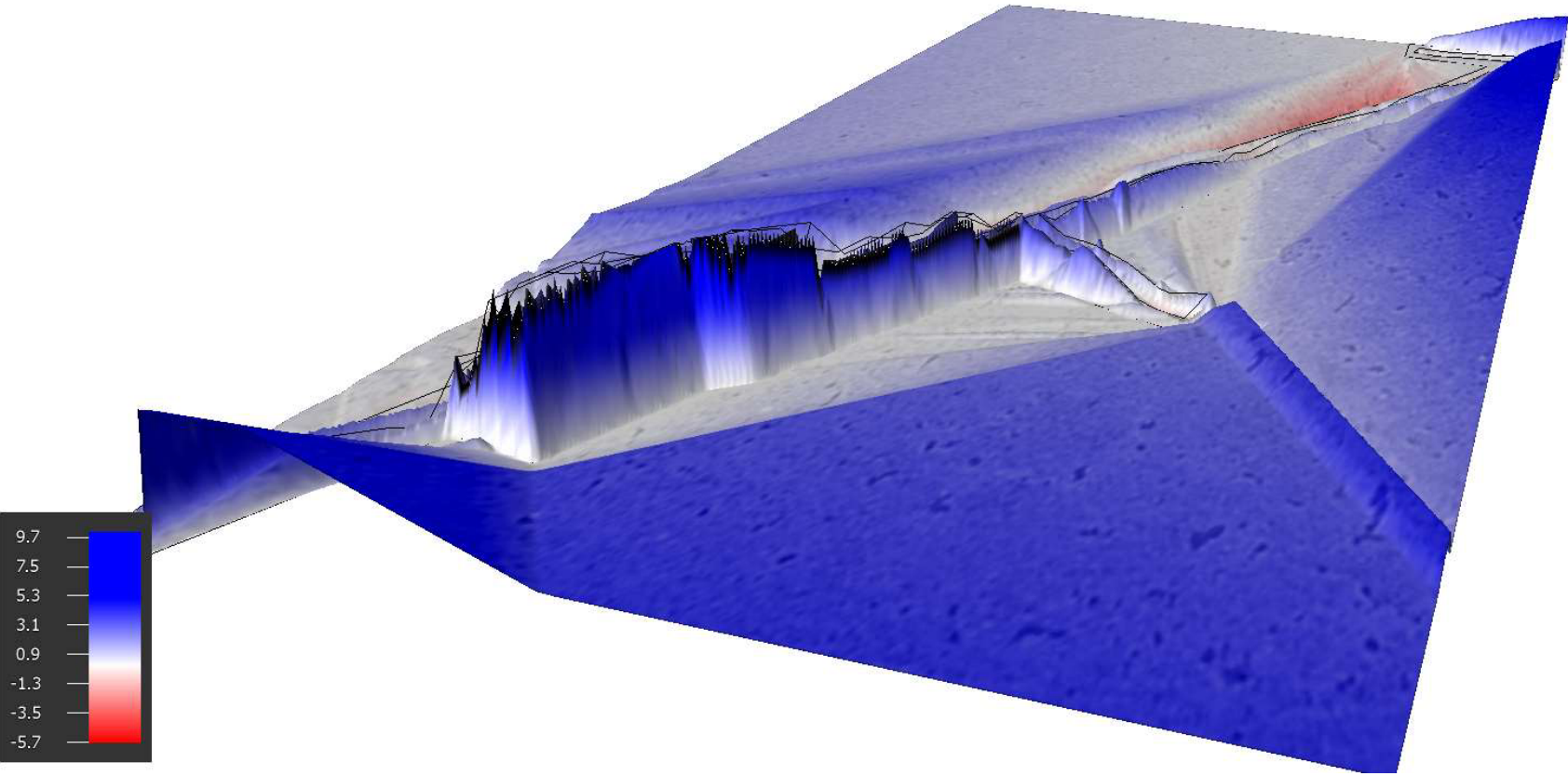
Project:
Location:
Contractor:

Rainier River Walk
Rainier, OR
LCD Excavation

CONTRACT ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Earthwork				
10	Mobilization/General Conditions	1	LS	\$7,752.89	\$7,752.89
20	Geotechnical Engineering and Inspections	1	LS	\$7,168.56	\$7,168.56
30	Silt Fence	600	LF	\$3.31	\$1,986.86
40	Earthwork	207	CY	\$5.28	\$1,093.29
50	Excavation Haul Off	103	CY	\$25.38	\$2,626.60
60	8" Granular Fill	1,121	TN	\$31.18	\$34,940.80
70	Ultra Block Retaining Wall	2,360	SF	\$24.56	\$57,972.16
80	2" AC Paving	6,938	SF	\$4.30	\$29,824.45
90	Black Pedestrian Handrail (ROM Budget only based on 4' Chain Link Fence)	275	LF	\$35.00	\$9,625.00
100	Credit for Post Office Work Omitted	1	LS	-\$4,250.00	-\$4,250.00
	Sub Total Earthwork				\$148,740.61







Rainier Police Department
Reportable Incidents
2020

INCIDENT	Jan.	Feb.	Mar.	Apr.	May.	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	TOTAL
Abandoned Vehicles	1	1	2	0	3	3	2	0	6	3	1	2	24
Agency Assists	18	23	35	22	40	19	34	33	34	28	38	35	359
Alarms	5	2	7	8	3	4	10	5	4	7	4	13	72
Animal Complaints	2	2	4	4	6	2	4	10	5	5	3	5	52
Assault	1	0	2	1	0	0	3	2	2	1	0	0	12
Assault on Police	0	0	0	0	0	0	0	0	0	0	0	0	0
Attempt to Elude Police	2	0	0	0	0	0	0	0	0	0	1	1	4
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Attempted suicide or suicidal	1	0	3	2	3	1	3	0	1	1	1	2	18
Burglary	1	0	0	3	0	0	0	2	2	1	1	0	10
Child Abuse	0	0	0	0	0	0	2	0	0	0	0	0	2
Citizen Assists	115	127	156	110	189	140	182	208	175	298	177	169	2046
City Ordinance Violations	8	1	19	11	26	14	14	4	2	3	4	4	110
Criminal Mischief	2	1	6	2	3	2	3	1	3	2	5	2	32
Criminal Trespass	0	2	4	4	2	11	7	3	1	3	0	0	37
Death Investigations	0	0	0	1	0	0	0	0	0	0	0	0	1
Disabled Vehicles	0	0	0	0	0	0	0	3	0	0	0	0	3
Disorderly Conduct	0	0	0	0	0	0	0	1	0	0	0	0	1
Disturbances	3	3	7	7	7	12	16	7	13	6	1	2	84
Domestic Disputes	0	2	8	3	1	7	5	1	2	0	3	1	33
Driving/Parking Complaints	12	11	13	8	21	12	20	14	18	14	13	14	170
Drug Activity	0	0	0	1	0	0	0	1	0	0	0	0	2
D.U.I.	0	1	2	0	1	0	2	2	1	1	0	2	12
Escape	0	0	0	0	0	0	0	0	0	0	0	0	0
False Info to Police	0	1	0	0	0	0	0	0	0	0	1	1	3
Forgery/Fraud	1	1	0	0	0	1	0	0	2	0	2	0	7
Follow Up	21	9	17	9	18	6	14	17	21	19	11	13	175
Furnishing Alcohol	0	0	0	0	0	0	0	1	0	0	0	0	1
Harassment	1	0	4	1	1	2	2	1	4	2	1	1	20
Hazard	6	9	5	8	4	5	8	8	11	8	6	9	87
Hit & Run	0	0	2	0	1	1	1	2	4	0	3	1	15
Juvenile Problems	3	1	4	3	2	4	7	3	1	1	1	4	34
Kidnapping	0	0	0	0	0	0	0	0	0	0	0	0	0
Menacing	2	0	0	0	0	0	0	0	0	0	1	0	3
M.I.P.	0	0	0	0	1	0	0	0	0	0	0	0	1
Misc.	6	5	5	5	6	9	15	10	10	6	5	8	90
Motor Vehicle Crashes	6	2	9	2	2	5	6	10	6	6	4	6	64
Premise Check	172	283	790	931	557	434	632	499	464	690	739	758	6949
Probation/ No contact Violation	0	0	0	0	0	0	0	0	0	0	0	0	0
Property Reports	9	4	5	4	2	6	9	7	5	8	1	2	62
Prowler	0	0	0	0	0	0	0	1	1	0	0	4	6
Rape	0	0	0	0	0	0	0	0	0	0	0	0	0
Reckless Driving	0	0	0	1	0	0	0	0	0	0	0	1	2
Recovered Stolen Vehicles	0	0	0	0	0	1	0	1	0	0	0	0	2
Resisting Arrest	0	0	0	0	0	0	0	0	0	0	0	0	0
Restraining Order Violations	0	1	1	2	1	0	0	1	0	2	0	1	9
Robbery	0	0	0	0	0	0	0	0	0	0	0	0	0
Search Warrants Served	0	0	0	0	0	0	0	0	0	0	0	0	0
Sex Crimes	1	0	0	0	0	0	2	1	0	0	0	1	5
Sex Offender Registration	2	2	2	4	0	3	2	1	4	2	3	4	29
Suspicious Circumstances	40	20	55	49	44	44	45	39	38	34	41	27	476
Theft	5	3	8	4	2	5	2	8	7	8	2	3	57
U.U.M.V.	0	1	0	1	0	0	0	0	0	0	0	1	3
Vehicle Impounds	0	0	0	0	0	0	0	0	0	0	0	0	0
Warrant Arrests	2	5	2	4	0	0	1	2	4	1	2	3	26
Weapon Charges	0	0	0	0	0	0	0	0	0	0	0	0	0
Welfare Check	5	1	10	8	11	4	8	8	7	1	2	9	74
TOTAL	453	524	1187	1223	957	757	1061	917	858	1161	1077	1109	11284
Traffic / Parking													
Warnings	24	38	25	19	17	32	15	33	27	41	31	27	329
Citations	17	30	21	16	5	14	21	34	29	18	16	12	233
Total	41	68	46	35	22	46	36	67	56	59	47	39	562

City Administrator Report
February 1, 2021 Rainier Council Meeting

Mayor Cole and Members of the Council,

I unfortunately was out of the office for the first couple of weeks this year tending to a family medical emergency. Despite that, I did still attend the January council and Planning Commission meetings via Zoom.

Columbia County Commissioner Margaret Magruder asked if I would be willing to serve as the city's representative on the Columbia-Pacific Economic Development District (Col-Pac) Board of Directors. After conferring with Mayor Cole, I agreed to do so.

On January 21, I met with Councilors Connie Budge and Mike Kreger to put together the food cart ordinance that was presented for your consideration tonight. It is largely derived from the City of Scappoose ordinance, as was suggested by our city attorney. I also put together the Parks Committee resolution with the direction you provided at your last meeting.

In preparation for the upcoming budget committee meetings, I reached out to the past members of that body to see how many were willing to continue serving. There were already multiple vacancies, another that was created by Councilor Budge's appointment to council and yet another due to a member not being able to serve anymore. I've started advertising those vacancies and another on the Planning Commission through the city's website and outreach to our local media outlets and the Senior Center's newsletter.

Along those lines, I toured the Senior Center on Monday, January 25. The following day, I submitted the city's letter of intent for the Oregon Department of Transportation 2021 Oregon Community Paths Grant program to fund the third phase of the riverfront trail project. On January 20, I submitted the city's pre-application to Business Oregon to fund the second portion of funding for our Water Master Plan update.

The City received three bids for our engineering RFP, and I helped evaluate them.

Lastly, city staff is still working with our new IT service provider on the ongoing onboarding process. I'm also continuing to work on personnel issues and have started updating the city's occupational safety and health manual, based on input from our Safety Committee.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator