

**City of Rainier  
Regular City Council Meeting  
April 5, 2021  
6 p.m.  
Rainier City Hall**

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

**Council Present:** Connie Budge, Robert duPlessis, Mike Kreger, Levi Richardson

**Council Absent:** Richard Sanders, Brenda Tschida, Jenna Weaver

**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

**Flag Salute**

**Additions/Deletions from the Agenda:** Public Works Director Sue Lawrence said she would like to add a Geotech study to the agenda. Mayor Jerry Cole said that could be item 7i under new business. Council President Mike Kreger moved to add Geotech study to the agenda. That motion was seconded by Budge and adopted unanimously.

**Mayor's Address:** Cole and Rainier Junior/Senior High School Teacher Andrew Demko presented awards to Rho Kappa National Social Studies Honor Society Seniors Chloe Buck, Reese Schimmel, Alexis Crape, Kylie Cook and Jenna Kamppi. Sylvia Nation was honored as the History Club Student of the Year. History Club Officers of the Year Brandon Hayward, Haillie Schafner and Hunter Gutenberger were also honored. Cole read a proclamation of April as HOPE month.

**Visitor Comments:** Dan Kloppman from the Rainier Community Church of God thanked the city for allowing services in the park last summer. He said the congregation would be willing to volunteer to paint the bathrooms to give back to the community. Cole asked Kloppman to coordinate that with Lawrence and asked if there were any plans to do services in the park this summer. Kloppman said there might be, and Cole said the congregation would be welcome to use the park facilities.

**Consider Approval of the Consent Agenda:**

Consider Approval of the March 1, 2021 Regular Council Meeting and March 9, 2021 Council Goal Setting Work Session Minutes and January 13, 2021 Planning Commission Meeting Minutes—Kreger moved to approve the consent agenda. That motion was seconded by Councilor Connie Budge and adopted unanimously.

### **New Business**

- e. Forestry Contract Discussion—Cole said that City Forester Byron Rickert moved to Central Oregon. Rickert notified Cole of his pending move six months ago. Cole asked him to try and find a replacement. Rickert is suggesting that Patrick McCoy take over as the city's forester. His family lives in town and owns McCoy Logging. McCoy has a degree in forestry. Cole wanted to introduce him to the council tonight, but McCoy is out of town. He will be able to make it to the council's May meeting. Cole is looking for approval for staff to draw up a contract with McCoy. Rickert will help in the transition. He and McCoy have a similar mindset regarding the city's watershed—they want to manage what can be harvested. Rickert said he's managed the watershed for 15 years and lived in town for 45 years. He's moved to Redmond to be closer to his grandchildren and spent the last two years looking for a replacement. Rickert wants the watershed to have a sustainable forest that can provide income to the city. McCoy and his father both did millwork at Longview Fiber and his philosophy matches what the city wants. McCoy wants to give back to the community. The watershed is 1500 acres and no more than two percent of it is harvested each year for a 50-year rotation. That's between 22 and 26 acres per year, which raises about \$200,000 per year for the city's timber fund. Harvests are usually done in August and September. A planting was done four weeks ago for the area that was harvested last year. If council agrees to contract with McCoy, Rickert can spend a day with him going over the areas planned for harvest over the next few years. Timber prices are high right now and that's a good opportunity for the city to generate revenue. Anything harvested this year will be ready to be re-planted. Kreger moved to direct staff to generate a contract with McCoy. That motion was seconded by Councilor Levi Richardson and adopted unanimously.

### **Unfinished Business**

- a. Riverfront Trail Update—Lawrence said the project is almost completed. The next phase will involve asphaltting, once the weather improves. She and the contractor are looking at bank stabilization. The city will save around \$6,000 by not doing electrical work along the trail. Cole said the city should go with solar lighting instead because it's one-third of the cost. The city is wrapping up obtaining an easement from the Eagles Lodge. They didn't want their deck altered and the new design avoids doing that. The city gave the Eagles a letter saying as much.

- b. Fox Creek Update—City Administrator W. Scott Jorgensen said he spoke with Rep. Brad Witt about obtaining state funds to pay for the feasibility study and sent his office much documentation and information about it.
- c. Senior Housing—Cole said there will be a committee for ideas for the property past the Senior Center that could include senior housing. He took a field trip to the site, along with Budge, Jorgensen and Mike Avent. The committee can be formed in May or June. Jorgensen said he put together a crude drawing of a basic concept on a map after the site visit. Budge said the idea started with an RV park concept. Councilor Robert duPlessis said he would like to be on the committee. Jorgensen suggested Planning Commissioner Paul Langner as a possible member. Cole said Randy Johnston wanted to be involved.

### **New Business**

- a. Reimbursement Request for Maple Drive Tree Removal—Cole suggested that this item be moved to Unfinished Business for the council's May meeting. A property owner had requested reimbursement for removal of a tree in the city's right of way and Cole told her she could make her case to the council.
- b. Estuary Partnership Presentation—Samantha DuMont described the organization as an environmental non-profit that does work in Washington and Oregon, from the Bonneville Dam to the mouth of the Columbia. Estuary Partnership engages communities and does large-scale restoration projects with schools and volunteers. The organization did some work on Fox Creek in 2019. It involved planting 3600 trees and shrubs and reducing the number of invasive species. Around 91 percent of those new plants have survived. Estuary Partnership would like to enhance habitat and the riparian buffer along Fox Creek. The organization uses funds through the Oregon Watershed Enhancement Board to fund its projects in Oregon, and the focus is on restoration. Kreger moved to authorize Estuary Partnership to do work in the proposed area on the other side of Fox Creek. That motion was seconded by Richardson and adopted unanimously.
- c. Planning Commission, Budget Committee and Parks Committee Appointments—Cole said he and Jorgensen discussed the best way to go about making the appointments. He directed Jorgensen to draft a memo with recommendations, which was presented to council. Budge moved to appoint Mike Avent, Scott Cooper, Dena Nordstrom, Jeremy Howell and Ethan Pearson to the Budget Committee. That motion was seconded by Kreger and adopted unanimously. Cole said the city received more applications than there were spots originally set up for the committee. But there's no ordinance governing how many Parks Committee members there have to be. He also suggested that the committee could be the Parks, Recreation and Education Committee.

Budge moved to expand the committee to include recreation and Education. That motion was seconded by Kreger and adopted unanimously. Budge move to appoint Randall Johnston, Jason Nulph, Sharon Jump, Tiffany Hatley, Kristi Cole, Gary Bice, Terry Deaton, Scott Cooper, Denise Watson and Laura Trethaway to the committee. That motion was seconded by Kreger and adopted unanimously. Cole said there were four applicants for the vacant Planning Commission position. Jorgensen summarized his recommendation. Kreger moved to appoint Trethaway to the Planning Commission. That motion was seconded by duPlessis and adopted unanimously. Budge moved to appoint Deaton to the REDCO Budget Committee. That motion was seconded by Kreger and adopted unanimously. Jorgensen said that the Budget Committee meetings need to be scheduled. Cole suggested having REDCO Budget Committee meet from 5 to 5:30 and Budget Committee meet from 5:30 to 7 p.m. on May 10 and 17<sup>th</sup> at the Masonic Lodge. Council agreed by consensus.

- d. Oregon Government Ethics Commission Statements of Economic Interest—Cole reminded councilors that the statements are due by April 15.
- f. Potential West A Street Housing Development Committee—This was already discussed under the Senior Housing section of Unfinished Business.
- g. 526 East E Street—duPlessis said the actual address of the property is 516 East E Street; he went by there earlier in the day. Cole provided background on the house and the fire that took place there last year. Jorgensen said he received a complaint. He called the restoration company whose number is listed on the sign in front. They didn't have any additional work scheduled for the site. He called the county and they indicated some permits had been pulled for work on the house. The county gave him the contact information for the owner and he tried to call but it always goes straight to voicemail. Cole said the city has the ability to declare a house to be dangerous and derelict if the owner does not take care of it. The city can eventually put a lien on the property if nothing is done to clean it up. Kreger moved to direct staff to move forward with declaring the house a dangerous property. That motion was seconded by Budge and adopted unanimously.
- h. Vac Trailer Lease—Lawrence said public works has been using a vac trailer that was loaned to the city. It costs \$93,000 to purchase, but there is also an option to lease it. Leasing it would cost around \$1800 per month. Cole asked if it is within the city's budget. Lawrence said she can budget it in over the next five years. Cole asked if there's money for it in the budget, is Lawrence confident she can budget for future years without using the general fund. Lawrence confirmed that she wouldn't have to take it out of the general fund. She added that it costs more to lease than purchase the vac trailer and would prefer to

purchase it. Cole said the city could loan itself money from the timber fund and then pay it back. duPlessis moved to authorize the purchase of the vac trailer using the timber fund, with a repayment over five years with two percent interest. That motion was seconded by Kreger and adopted unanimously.

- i. Geotech Study—Lawrence said a portion of First Street is sliding and getting worse. She had engineers come and look at it and recommends doing a Geotech study. It will cost around \$34,000. The city has a water line, sewer line and culvert under that part of the street and they are all threatened by the sliding. The Geotech study was not budgeted for. The city is still awaiting final costs of the A Street project from the Oregon Department of Transportation (ODOT). Staff met with ODOT the other day to discuss that. The sliding on First Street is an emergency. Cole said that doing nothing is not an option. Jorgensen was asked for his recommendation. He said the city does have some contingency funds that could be used to fund the Geotech study. Lawrence confirmed that there is \$39,000 in the street contingency fund. Budge moved to authorize the expenditure of \$34,000 from the street contingency fund to conduct the Geotech study. That motion was seconded by Kreger and adopted unanimously.

**Staff Report**—Jorgensen said he submitted a grant application for funding a water master plan update to Business Oregon. He and Lawrence met with representatives of the museum to coordinate the April 10 event commemorating city hall's 100-year anniversary. A news release has been sent out to promote it and he invited county, state and federal officials to it. Along with Cole, he toured the KLTV studios in Longview. The two of them appeared on that station's Local Matters program. He and City Attorney Steve Petersen negotiated the cell tower lease agreement. On March 11, he was appointed to represent the city on the Col-Pac board of directors and attended the Rainier Chamber of Commerce meeting. He's been working with Petersen and Rickert on transitioning the contract for the city's forestry services. On March 18, he and Lawrence met with officials from the railroad and ODOT about how to present cars from crossing portions of A Street only intended for pedestrians. He's attended a couple of meetings about a grant that the county received to install bike hubs at various locations, including the city's main park. Jorgensen, Budge, Cole and Avent toured the nine-acre property at the end of A Street to visualize potential future residential and mixed use development there. He purchased the rest of the microphones for the council chambers, attended a League of Oregon Cities meeting for local leaders and has been talking with Rep. Witt's office about state funding for the Fox Creek feasibility study. Lawrence said that ODOT has offered to install bollards at some of the A Street intersections to discourage drivers from crossing where they shouldn't. ODOT also did some noise monitoring near the intersection of C and 11<sup>th</sup>, where the new stop sign was installed. There

was a difference of one decibel. Public works staff has thus far installed 450 of the new water meters around town.

**Council Reports**-There were no council reports at this time.

**City Calendar/Announcements**

Cole adjourned the meeting at 8:22 p.m.

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Mayor Jerry Cole

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W. Scott Jorgensen, City Administrator



## CUSTOMER INFORMATION :

NAME: Susie Hancock

ADDRESS: 30068 Maple Dr  
Rainier, OR, United States

EMAIL ADDRESS: Susiehancock@outlook.com

PHONE: 3609572086

We hereby propose to furnish the materials and perform the labor necessary for the completion of the following:

Take down 3 maple trees  
Chip and haul all brush  
Leave wood in 16" rounds

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TOTAL : \$1800**Paid in full**

## ACCEPTANCE OF PROPOSAL

All work is guaranteed as specified, and the above work is to be performed in accordance to discussion, and as specifications outlined above inquire. All work will be completed in a professional, and substantial workmanlike manner. Payments are accepted in the form of cash and/or check. If necessary we can arrange payment plans prior to completion of job. Our payment option is a plan over the course of 6 months with 10% fee added to the overall total and a 15% late payment fee for missed or late payments.

The above specifications, prices, and conditions are satisfactory, and are hereby accepted. Titan Tree Care, LLC is authorized to do the work as specified, and payments will be made as outlined above and discussed.

Signature \_\_\_\_\_

Date 4/6/21.

Signature \_\_\_\_\_

Date \_\_\_\_\_.



## **Chapter 15.15 DANGEROUS BUILDINGS**

### **Sections:**

- 15.15.010 Definitions.**
- 15.15.020 Nuisance declared.**
- 15.15.030 Initial action.**
- 15.15.040 Mailed notice.**
- 15.15.050 Published and posted notices.**
- 15.15.060 Hearing.**
- 15.15.070 Council orders – Notice.**
- 15.15.080 Abatement by the city.**
- 15.15.090 Assessment.**
- 15.15.100 Summary abatement.**
- 15.15.110 Errors in procedure.**
- 15.15.120 Violation – Penalty.**

### **15.15.010 Definitions.**

As used in this chapter, the following mean:

#### **A. "Dangerous building" means:**

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

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

### **15.15.020 Nuisance declared.**

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

### **15.15.030 Initial action.**



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

**15.15.040 Mailed notice.**

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

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

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

**15.15.050 Published and posted notices.**

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

**15.15.060 Hearing.**

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

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

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

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

**15.15.070 Council orders – Notice.**

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

**15.15.080 Abatement by the city.**

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

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

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

**15.15.090 Assessment.**

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

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

**15.15.100 Summary abatement.**

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

**15.15.110 Errors in procedure.**

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

**15.15.120 Violation – Penalty.**

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

Mobile Version



## **TERMINATION OF INDEPENDENT CONTRACT FORESTRY CONSULTANT**

Dated May 3, 2021, the parties, the City of Rainier and Byron C. Rickert, aka CBR Forestry LLC, wish to mutually terminate the Forest Management Contract, a copy of which is attached hereto.

**NOW, THEREFORE**, this Contract shall be terminated effective May 3, 2021.

\_\_\_\_\_  
City of Rainier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Byron C. Rickert

\_\_\_\_\_  
Date

## **INDEPENDENT CONTRACT FORESTRY CONSULTANT**

Dated: Aril 1, 2021, between **City of Rainier, a municipality, ("Owner")**, whose address is P. O. Box 100, Rainier, OR 97048 and **Patrick McCoy, dba D. McCoy, Inc. ("Contractor")**, whose address is 72760 Apiary Rd., Rainier, OR 97048.

### **RECITALS:**

**OWNER** owns or controls the land hereinafter described and desires to have performed upon the land, the work herinbelow set forth. **Contractor** represents that **Contractor** is engaged in the business of performing work such as that described below and has the skills, tools, equipment and permits necessary to carry on such business and desires to perform such work as an independent contractor.

### **AGREEMENTS**

#### **1. Work location, scope, specifications and standards:**

- a. "The land" upon which the work is to be performed is located in Columbia County, State of Oregon, and is the land outlined in Exhibit "A" attached hereto and made a part hereof.**
- b. "The work" to be performed by Contractor is described in Exhibit "B" attached and made a part hereof.**
- 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".**

#### **2. Term, Suspension of Work:**

"The term" of this contract shall begin on April 1, 2021, and shall end on March 31, 2022.

#### **3. Insurance:**

- a. Prior to commencement of the work, Contractor shall obtain and maintain in full force and effect during the term hereof, at Contractor's sole expense, and shall furnish Owner with certificate of insurance evidencing the following insurance coverage upon Contractor's operation hereunder. Owner shall have the right to require the use of the Insurance Certificate form (ACORD 25-S {3/88} or most recent revision thereof) by Contractor's insurance carrier.**

- 1. Comprehensive general liability, including contractual, products and completed operations, with minimum limits of \$100,000 per occurrence and \$300,000 property damage, or minimum combined single limit of \$300,000. Owner shall be named as an additional insured.**
- 2. Comprehensive automobile liability, covering owned, hired and non-owned vehicles, with minimum limits of \$100,000 per person and \$300,000 per accident and \$100,000 property**

damages, or minimum combined single limit of \$300,000.

- a. **Contractor shall require Contractor's insurance carrier(s) to give "Owner" at least thirty (30) days' written notice prior to any change or cancellation of said coverage, either in whole or in part, and the failure of Contractor's insurance carrier(s) to give said notice as required shall be a default on Contractor's part.**

**3. Consideration, payment**

**Owner agrees to pay Contractor in accordance with Exhibit "C" attached hereto and made a part hereof of work satisfactorily performed hereunder by Contractor.**

**4. Independent Contractor Status**

**Contractor is an independent contractor. The work must meet the specifications and standards described in paragraph 1, 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 contract at Contractor's own expense and by and according to Contractor's own means and methods, and free from any control or right of control of Owner's to render any definite hours of work or labor in the performance of this contract, but on the contrary, Contractor may perform this contract at Contractor's own pleasure as to time and by whatever means and methods of performance Contractor determines and 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 contract.**

**5. Compliance with laws**

- 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 the contract work, shall obtain all permits and licenses required in Contractor's performance of this contract.**
- c. **Contractor does hereby indemnify and save harmless Owner from and against all liability and claims of liability arising out of Contractor's noncompliance with this paragraph 6.**

**6. Threatened and endangered species of wildlife: Contractor shall:**

- a. **promptly report any sightings of threatened and endangered wildlife species on or near Owner lands or operations to Owner's contract supervisor or other designated representative.**
- b. **suspend or modify operations where necessary to avoid killing or injuring threatened and endangered wildlife, and promptly notify Owner of the steps taken.**
- c. **promptly report any dead or injured threatened and endangered wildlife on Owner lands or operations to Owner. If Owner's representatives are not available to report the information to U.S. Fish and Wildlife Service and the state wildlife agency, Contractor must do so immediately. Do not handle or disturb any dead or injured threatened and endangered**

wildlife or disturb the scene where they are found until the agencies complete their investigation.

- d. inform all employees of Contractor who will work on or near Owner's lands under this contract of these requirements, and include these provisions in any subcontracts for such work.

**7. Protection of Owner from losses and claims**

- a. Contractor shall promptly pay for all damage to property owned or controlled by or in the possession of 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 Owner arising out of the work.

**8. Default**

- a. If either party defaults, the other may immediately suspend work by either oral or written notice to the defaulting party. If the default is not remedied within three (3) days after such notice, the non-defaulting party may terminate this contract.
- b. If either party becomes insolvent or the subject of a proceeding under any bankruptcy law, or makes an assignment for the benefit of creditors, or has a receiver appointed to manage its affairs, then the other may immediately terminate this contract.
- c. If disputes arise between the parties out of this contract, the prevailing party shall be entitled to recover (in addition to all other damages) all costs reasonably incurred to prepare for and conduct any litigation.
- d. Nothing in this paragraph shall bar any other or additional legal or equitable remedy available to one party in the event of default by the other.

**9. Notices**

Notices shall be given personally or by mail addressed to the party being served at the address set forth above. Notice shall be in writing.

**CONTRACTOR**

**OWNER**

By \_\_\_\_\_  
Patrick McCoy

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## **EXHIBIT “B”**

### **Description of Work to be Performed**

#### **FORESTRY CONSULTING**

Contractor agrees to perform the following work:

A. Provide recommendations for forest management activities to include, but not limited to:

- . Harvesting
- . Tree Planting
- . Site Preparation
- . Vegetation Control
- . Road Maintenance
- . Animal Damage Control
- . Mechanical Stand Improvement

B. Keep accurate records

C. Payments for services -----\$

Owner's Initial \_\_\_\_\_

Contractor's initial \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT “C”**

### **Payment Procedures**

#### **FORESTRY CONSULTING**

1. Basis for payment

Pay will be for the hours worked.

2. Amount of payment

- a. The **Contractor** will be paid at the rate of \$65.00 per hour (including transportation) starting and ending at the owners property.
- b. **Contractor's** office hours will be billed at \$65.00 per hour for completing necessary records and forms.

Owner's Initial \_\_\_\_\_

Contractor's initial \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**TERMINATION OF INDEPENDENT CONTRACT  
FORESTRY CONSULTANT**

Dated April 1, 2021, the parties, City of Rainier, and Byron C. Rickert, aka CBR Forestry, LLC wish to mutually terminate the Forest Management Contract, a copy of which is attached hereto.

**NOW, THEREFORE,** this Contract shall be terminated effective April 1, 2021.

\_\_\_\_\_  
City of Rainier

\_\_\_\_\_  
Date

Byron C. Rickert  
Byron C. Rickert.

3-30-21  
Date

Intergovernmental Agreement (IGA)  
July 1, 2020-June 30, 2021

Intergovernmental Agreement between the City of Rainier (hereinafter referred to as “City”) and the Rainier School District #13 (hereinafter referred to as “District”) providing the contracted service to manage the City of Rainier’s Library.

The Purpose of this agreement is to contract the general management and daily operation of the City Library. The District will follow all Federal, State, and City regulations, policies, procedures, while providing the following services:

- The library will operate 32 hours a week during the academic school year, including Saturday hours of operation, providing management of the library with District employees and community volunteers. All volunteers will have a required background check through the District’s system, with additional approval by the Library Board. Summer hours will be determined by June 14, 2020 and the library will be open at least 25 hours a week during the summer months.
- Library supplies and equipment needed to run the library will be requisitioned by the District staff through the regular City Library Fund budget as per City purchasing procedures.
- The District will actively seek out community partners and various state and federal grants to bring in additional revenue for the operation of the library. Any additional revenue or donations received will be run through the City’s policies and procedures.
- Citizens of the Rainier School District community that do not live in the City limits will be able to purchase a rural library pass for \$15.00 per year, per family. A private donation fund will be established to waive the cost of this fee if the citizen cannot afford the rural library pass fee. When visiting the City Library on special field trips, students of the District will be allowed to access the library’s resources free of charge, and the District will assume responsibility for any lost or stolen items as a result of these visits.
- The District will transport and conduct various City Library field trips throughout the school year in order for the students of the District to utilize the resources of the City Library. All transportation expenses for these special field trips will be covered by the District.
- The District will conduct various summer programs throughout the summer to provide all students in the community access to the library during the summer months. These programs will be provided at no additional costs to individual participants.

- The District will meet with the City Manager and the Library Board for three evaluations of the services provided. These evaluation meetings will be in June and October of 2020, and March of 2021. The District administration will also update the Rainier School Board on a regular basis about the contracted services that are being provided to the City Library. The District will provide the City with a data collection that will consist of but not limited to: Patron Count/ Circulation Count, Web Count, and Copy Count. The District will work to follow all state library requirements, including updating the Library Plan and other requirements outlined by the Library Board operating under the governance of the City Council and the City Manager. Additional services or tracking information will be provided as needed, after a written request by either party.
- If any unforeseeable circumstances arise, either party (the City or the District) can seek a release from IGA once they provide the other party 90 days prior written notice.
- Both the City and District can meet and extend the IGA for an additional time period as desired.
- The District will strive to provide the citizens of the entire Rainier community with a welcoming, safe, and service-orientated library experience.
- Any special training or required library certifications for the District employees working under this IGA will be covered by the City, but prior written approval by the City Manager is required.

Terms: the District will provide the personnel service under this IGA for \$52,000 services rendered from July 1, 2020 to June 30, 2021.

The District will provide an invoice to the City in order to receive payment.

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City Manager, City of Rainier

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Date

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Board Chair, Rainier School District #13

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Date

From: RICHINS Alexis \* DSL <Alexis.Richins@dsl.state.or.us>  
Sent: Thursday, April 1, 2021 11:54 AM  
To: Scott Jorgensen  
Subject: Department of State Lands Special Use Lease 59576-SU  
Attachments: 59576-SU; 2001 AGREEMENT.pdf; DSL Special Use Application.docx

This message's attachments contains at least one web link. This is often used for phishing attempts. Please only interact with this attachment if you know its source and that the content is safe. If in doubt, confirm the legitimacy with the sender by phone.

Hi Scott,

Thank you for your time this morning, it was a pleasure speaking with you. I have attached a copy of the current Special Use Lease (59576-SU) and the renewal application. The current lease is set to expire on 5/29/21.

The location of the lease is at the Rainier City Park (46.092561,-122.940937), (T7N, R2W, Section 16).

Chapter 141, Division 125 is the ADMINISTRATIVE RULES FOR AUTHORIZING SPECIAL USES ON STATE-OWNED LAND outlines the rules for Special Use Leases.

Please look over the lease and let me know if you have any questions/concerns.

Thanks,  
Lexi

Lexi Richins | Proprietary Coordinator  
Oregon Department of State Lands  
775 Summer St. NE | Salem, OR 97301-1279  
971.375.7489 | Alexis.Richins@state.or.us  
www.oregon.gov/dsl





Cooperative Management Agreement  
Between the Oregon Division of State Lands and  
The City of Rainier  
Rainier Waterfront Property  
Columbia County, Oregon

COPY

This agreement is entered into this 29<sup>th</sup> day of May, 2001 by and between the Division of State Lands (DSL) and the City of Rainier (CITY).

WHEREAS, DSL is the owner of certain lands, which include filled, submerged and submersible, and relicted lands located fronting and abutting the Columbia River, known as the Rainier Waterfront Property;

WHEREAS, management of such lands by the CITY would promote recreational interests;

WHEREAS, the CITY and DSL are authorized under Oregon Revised Statute to enter into agreements with other agencies; and

WHEREAS it is the desire of the parties to this agreement to cooperate in the management of the filled, submerged and submersible and relicted lands within, fronting and abutting the Columbia River for the benefit of the public.

NOW THEREFORE, inconsideration of the mutual promises and benefits herein contained, and in order that the lands may be managed, used and protected for the attainment of these benefits, it is agreed between the parties as follows:

1. For the purpose of creating a more effective recreation area, the CITY shall manage, use and protect the DSL lands within, fronting and abutting the Columbia River, so as to regulate and control public access and use of the lands. The DSL lands subject to this agreement are shown on the attached Exhibit "A".
2. DSL hereby grants to the CITY, the authority to enforce the CITY rules, regulations and policies with regard to management of the area.
3. The CITY may in its discretion, charge day use access fees for the DSL lands in order to assist in the cost of maintenance. The CITY may also collect fees for commercial or other non-traditional park activities that may be permitted on the property as provided in Oregon Administrative Rules.
4. The CITY shall develop a management plan for approval by DSL that will guide the department in resource management and facility development. The plan will also identify policies and procedures to be implemented in carrying out the CITY's stewardship responsibilities.
5. The CITY and DSL shall meet annually to review the management plan and agree on any proposed changes.
6. This agreement is subject to the common law and statutory rights of the public for fishing, navigation and commerce, in, to and over those lands lying below the ordinary high water mark of the Columbia River.

7. This agreement shall run for a period of 20 years commencing on the date of the last signature to the agreement. If the CITY is not in material default of this agreement, the CITY shall have the right to request an extension to the Cooperative Management Agreement for an additional 20 years. DSL shall not unreasonably withhold consent subject to its public rights trust responsibility. The CITY and DSL shall review this agreement every fifth year for any additional modification or required changes as prescribed by law and reauthorize this agreement per those respective authorities. DSL may terminate this agreement with a two-year notice for a higher and better use.
8. In the event that DSL terminates this agreement based on a higher and better use of the property, the City of Rainier shall be given a two year notice of said termination and shall be compensated for the value of any improvements made to the DSL property by the party requesting to purchase said property within the scope of this agreement. DSL will make this condition a stipulation of any sale or transfer of said property.
9. DSL authorizes the dredge spoils removed from the Fox Creek day lighting project to be placed on said property.
10. This agreement may be terminated or modified by mutual consent of both parties.
11. During the agreement the CITY may request to purchase or enter into a purchase option agreement subject to Oregon Revisited Statutes (ORS) Chapter 270. DSL shall follow ORS 270 subject to its Trust responsibilities in the disposition of the land. The State Land Board will make the final decision on the disposition of the land.

IN WITNESS WHEREOF, the parties have executed this cooperative management agreement on the date first written above.

Oregon Division of State Lands

June 11, 2001  
Date

Stephen J. Purchase  
Stephen J. Purchase  
Assistant Director  
Field Operations

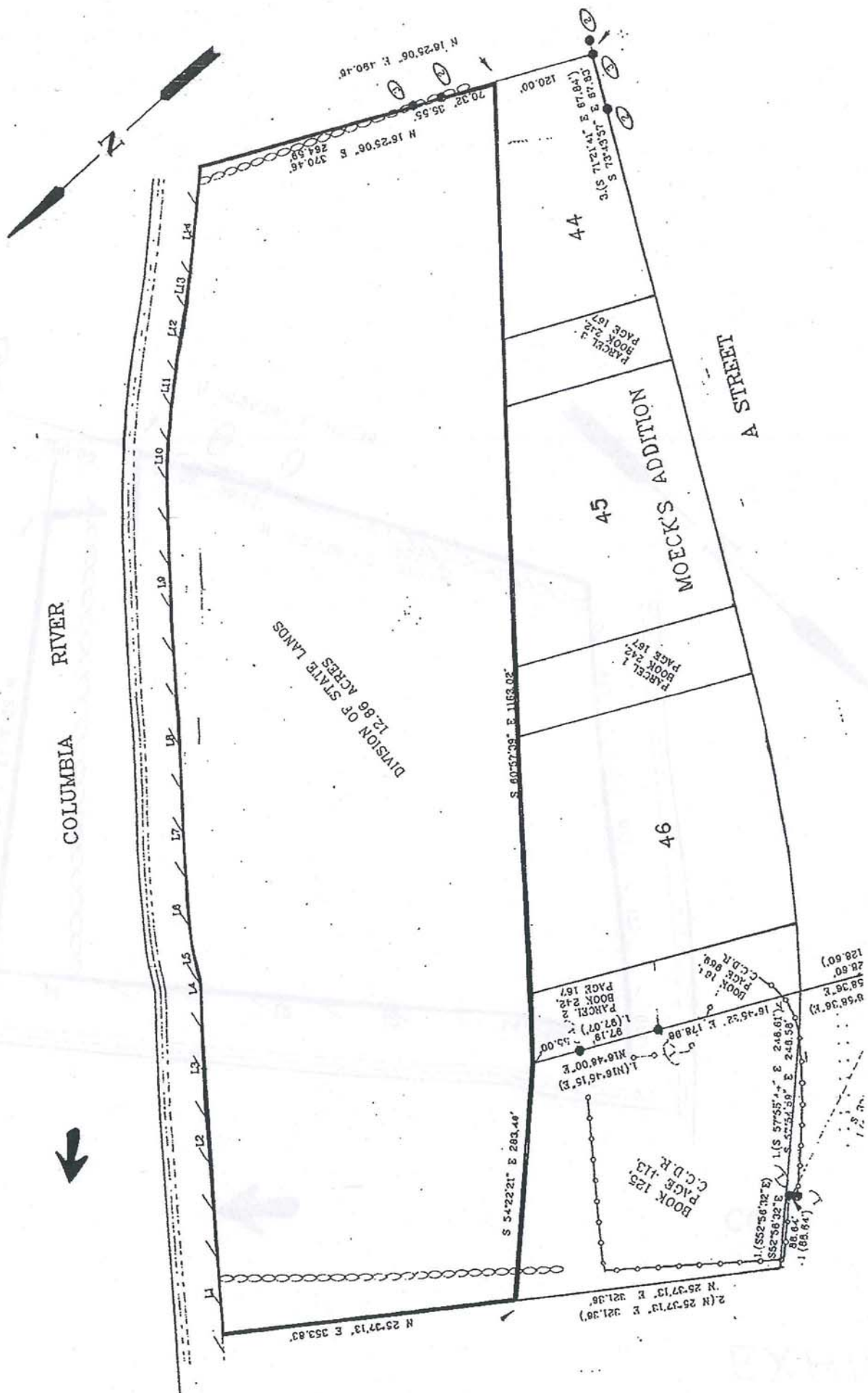
City of Rainier

5/31/01  
Date

Fred D. Forrest  
Fred D. Forrest  
Mayor



COLUMBIA RIVER





07.02.16.00  
RAINIER

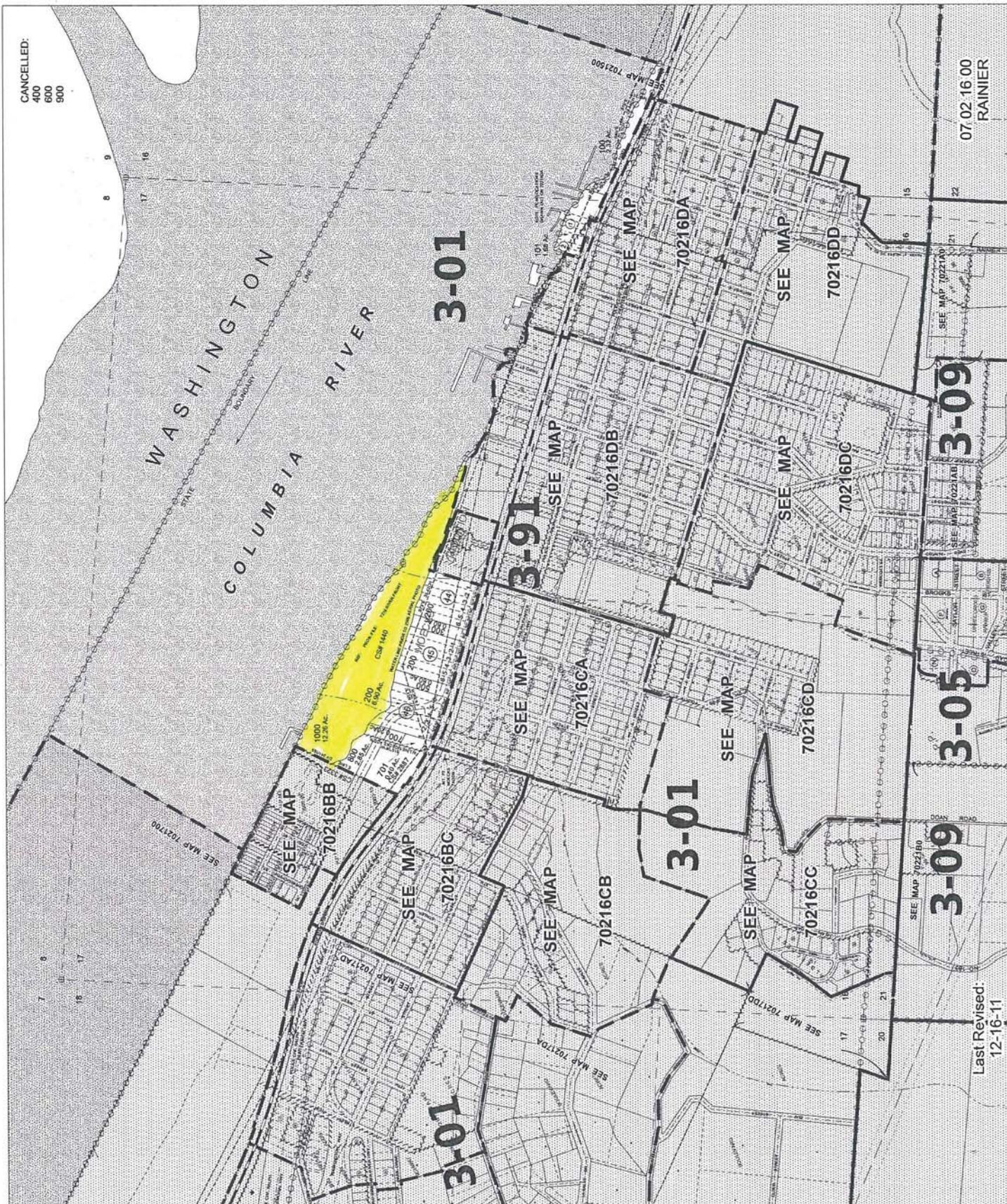
SECTION 16 T.7N. R.2W. W.M.  
COLUMBIA COUNTY

1" = 400'

0 100 200 400 Feet

THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY

CANCELLED:  
400  
600  
800  
900



07.02.16.00  
RAINIER

Last Revised:  
12-16-11



**INTERGOVERNMENTAL AGREEMENT  
FOR COLUMBIA COUNTY MAJOR CRIMES TEAM**

This agreement is entered into this 02 day of October, 2019 by and between the State of Oregon, by and through the Oregon State Police (the "State"), the City of Scappoose ("Scappoose"), the City of St. Helens ("St. Helens"), the City of Columbia City ("Columbia City"), the City of Rainier ("Rainier"), the City of Clatskanie ("Clatskanie"), the City of Vernonia ("Vernonia"), by and through their respective police departments, and Columbia County ("County") by and through its Sheriff's Office ("Sheriff") and District Attorney's Office ("DA"), which are referred to hereinafter in the singular as "agency or party", and collectively as "agencies or parties";

**RECITALS**

- A. WHEREAS, ORS 190.010 permits units of local government to enter into agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and
- B. WHEREAS, the parties desire to establish an accepted means to coordinate the efficient and effective delivery of mutual aid and mutual assistance between and among their law enforcement agencies for the investigation of major crimes; and
- C. WHEREAS, the parties desire to provide mutual aid and mutual assistance to one another at a reasonable cost by eliminating duplication where feasible and making the most efficient and effective use of their resources; and
- D. WHEREAS, the parties desire to provide for an efficient system of implementing and coordinating interagency cooperation between their law enforcement agencies; and
- E. WHEREAS, the parties desire to provide specific guidelines, policies and procedures for the investigation of officer-involved incidents where deadly physical force is used; and
- F. WHEREAS, the parties entered into an Intergovernmental Agreement for the Columbia County Major Crimes Team in both 2004 and 2013, and desire to supersede those Agreements by the terms of this agreement;

**NOW, THEREFORE**, under authority of Chapter 190, Oregon Revised Statutes, and in consideration for the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Intergovernmental Agreements for the Columbia County Major Crimes Team dated in 2004 and 2013, are hereby terminated.

**2. DEFINITIONS AND FUNCTIONS:** The following definitions shall have the following meaning when used in this Agreement. Functions are as stated for those defined entities.

- A. **Agency or party:** The parties to this Agreement and any public body as defined in ORS 30.260(4)(a) or 30.260(6) that later becomes a party to the Agreement.
- B. **Agency of Primary Responsibility (APR)** The agency whose geographical jurisdiction the major crime or event falls within. In the event the major crime or incident occurs within the city limits of an incorporated city, the city police department will be the APR. In the event the major crime or incident occurs in an unincorporated portion of Columbia County, the County will be the APR. In the event the major crime or incident occurs along State highways, State parks or on State property, the State will be the APR.

For an APR that is a city police department, the Chief of Police will be the Jurisdictional Agency Head. For an APR that is Columbia County, the Sheriff will be the Jurisdictional Agency Head. For an APR that is the State of Oregon, the Jurisdictional Agency Head shall be designated by a State official.

If the Jurisdictional Agency Head for any city police department is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Sheriff. If the Sheriff is unable to perform the functions of the position, the role of Jurisdictional Agency Head will transition to the next jurisdictional agency, which is the Oregon State Police.

- C. **Assistant Resource Coordinator:** The Assistant Resource Coordinator will be an individual selected by the MCU who will assist and support the activities of the Resource Coordinator. The Assistant Resource Coordinator shall be a full-time supervisor employed by an agency, but shall not be employed by the same agency as the Resource Coordinator. Following initial appointment by the MCU, the Assistant Resource Coordinator will serve a two-year term, beginning on an odd numbered year.
- D. **Deadly Force Incident:** A Deadly Force Incident is an incident involving two or more individuals and involving employees representing one or more agency. During the incident, force is used by a full-time, part-time, sworn, unsworn or volunteer police officer and the force used is readily capable of causing death or serious physical injury, based on the totality of the circumstances. The parties agree that the final determination of whether or not an incident is a "Deadly Force Incident" will be made within the parameters of the Columbia County Deadly Physical Force Plan, which is attached hereto as Exhibit 1, and is incorporated herein by this reference.
- E. **District Attorney:** The District Attorney should be notified of all MCT activations. The District Attorney will work with, or assign an attorney to work with, the APR and the MCT.
- F. **Incident Commander:** The Incident Commander (IC) manages, coordinates and directs all aspects of the overall incident or event, including a Major Crimes Team (MCT) response. Where the incident or event involves only law enforcement activities and resources, the role of IC will be filled by the Jurisdictional Agency Head. Should the scope of the incident or event require involvement beyond those of law enforcement (i.e. public works, medical, red cross, etc.) the IC will designate the Jurisdictional Agency Head as the Director of the Law Enforcement Branch.

Nothing in this document prohibits the Jurisdictional Agency Head from acting as IC. Where appropriate, the IC and the Law Enforcement Branch Director, (when designated), will employ the concepts of National Incident Management System and the Incident Command System, including Unified Command, in dealing with MCT training or incidents.

- G. **Investigator:** Officer assigned by the employing agencies to the role of investigator, see Section 4.E.
- H. **Lead Investigator:** The Lead Investigator is selected by the APR Jurisdictional Agency Head in consultation with the District Attorney, and is the individual responsible for the direction of the criminal investigation. The Lead Investigator's employing agency shall have the right to decline the assignment of their officer to the Lead Investigator position. Nothing in this agreement would prohibit the Resource Coordinator or the Assistant Resource Coordinator from acting as the Lead Investigator.
- I. **Major Crimes/Cases:** The team will be available to respond and investigate the following major crimes/cases;
  - a. Homicide;
  - b. Deaths requiring criminal investigation;
  - c. Serial Crimes (i.e., rape);
  - d. Kidnap First Degree;
  - e. Other high profile, complex cases;
  - f. Conflict of interest cases
  - g. Deadly force incidents
- J. **Major Crimes Team-Command Unit (MCU):** The Police Chiefs and Sheriff of the agencies and the ranking member involved with the Oregon State Police, who have signed this agreement, shall jointly comprise the MCU. The MCU is responsible for management and supervision of the Major Crimes Team.
- K. **Medical Examiner:** The Medical Examiner should be notified of all MCT investigation where death of a human is involved and the circumstances of the death are as listed in ORS 146.090.
- L. **Mutual Aid:** The provision of additional personnel, equipment, or expertise by one law enforcement agency for the primary benefit of another law enforcement agency to assist in responding to an emergency situation. The term includes, but is not limited to, the provision of additional personnel, equipment, or expertise by one law enforcement agency to another law enforcement agency in relation to major crimes investigation.
- M. **NIMS:** The National Incident Management System, an element of which is the Incident Command System (ICS.), and includes Unified Command.
- N. **Police Officer, Peace Officer, General Authority Oregon Police Officer:** Police Officer means a full-time, fully compensated police officer commissioned by the State of



Oregon or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the State of Oregon to enforce the criminal laws of Oregon and includes the definitions contained or employed in ORS 181.610 and ORS 190.472, as now enacted or hereafter amended. For purposes of this agreement the term also includes full-time, part-time, sworn, unsworn or volunteer police officers.

- O. **Requesting Agency:** The agency requesting mutual aid.
- P. **Resource Coordinator:** The Resource Coordinator will be an individual selected by the MCU. The Resource Coordinator will be responsible for coordinating MCT deployment, providing training for the MCT and assisting the Incident Commander and the Lead Investigator. The Resource Coordinator shall be a full-time supervisor employed by an agency. Following initial appointment by the MCU, appointment to the Resource Coordinator position will be for a period of two (2) years, beginning on an even numbered year. No single agency shall provide the Resource Coordinator for two or more consecutive two-year appointment periods unless approved by the MCU.

**3. TEAM COMPOSITION:** The MCT shall be composed of:

- A. Incident Commander or Law Enforcement Branch Director,
- B. Lead Investigator;
- C. Resource Coordinator and Assistant Resource Coordinator; and
- D. Depending on availability, each agency will appoint at least one team member from their Police Officer staff. Ideally, each agency will appoint more than one member. Team members shall be non-probationary employees assigned by their employing agency heads or designee.
- E. Each agency may assign non-police resources to the team, as available. (i.e. Evidence Technician, Support Staff or Polygrapher)

**4. ROLES AND FUNCTIONS OF TEAM MEMBERS:**

- A. The Incident Commander (IC) shall be the manager of the event or incident and all subordinate groups and elements will report to the IC. Depending on the scope of the incident, the IC may be a City Mayor or some other non-law-enforcement official. In such an event, the IC will designate the Jurisdictional Agency Head as the Law Enforcement Branch Director. Depending on the complexity of the incident or event, the I.C. may create an Operations Section, Planning Section, Logistics Section and/or Finance/Admin Section and appoint the appropriate Section Chiefs.

The IC or Law Enforcement Branch Director may create additional branches or units as needed to support the investigation. These units may include but are not limited to a traffic control unit, a crime scene security unit, a chaplain unit, an evidence technician unit, a canine unit, etc.

The IC may create and staff the following positions, as needed, to support the IC

- Liaison Officer;
- Safety Officer;

- Public Information Officer (PIO).

- B. The Lead Investigator shall report to the I.C. or Law Enforcement Branch Director and will function as the practical head of the investigation. The Lead Investigator will lead and direct the actual investigation and function within the parameters set by the IC or Law Enforcement Branch Director, making assignments among team members and securing investigative resources, requesting additional investigators and releasing team members that are not needed to return to their agencies. Agencies agree that the IC / Law Enforcement Branch Director and the Lead Investigator have operational control of the major crime or incident and of the officers employed by agencies and assigned to the MCT response.

The Lead Investigator is responsible for briefing, or arranging briefings for the IC, Law Enforcement Branch Director or the Jurisdictional Agency Head and the assigned prosecutor from the District Attorney's Office as to the status of the case.

The Lead Investigator shall participate in the investigation, as deemed necessary and ensure that a complete and comprehensive investigation is conducted and that all related reports are submitted to the District Attorney's office for case review and prosecution consideration.

- C. The Investigators assigned to the MCT will conduct the investigation, control the crime scene, interview witnesses, collect and process evidence, examine the scene, direct and supervise forensic personnel and advise and consult with the District Attorney, other team members and the APR.
- D. The Resource Coordinator shall assist and support the Lead Investigator in the direction and management of the event or incident during team activation. The Resource Coordinator will be the person responsible for the coordinating MCT deployment, coordinating training for the MCT and assisting the MCU.

##### **5. TEAM ACTIVATION:**

- A. Each agency is responsible for keeping the Resource Coordinator or Assistant Resource Coordinator advised of the current primary and alternate MCT members, including their contact and alternate phone numbers. The Resource Coordinator or Assistant Resource Coordinator is responsible to keep Columbia 911 Communications District (C911CD) advised of the identity and contact information for all MCT members.
- B. The MCT may be activated by the agency head or designee for the APR any time a Major Crime occurs within the APR jurisdiction. An agency head may designate authority to activate the MCT to any member of its organization, as desired. Nothing in this agreement requires an agency or agency head to utilize the MCT for any investigation except as stated in section 9(H) below.
- C. Team activation shall be initiated by contacting the C911CD and directing that the MCT

be activated. C911CD will then follow the published protocol, provided by the Resource Coordinator, to activate the team.

- D. The Resource Coordinator or Assistant Resource Coordinator will contact the Agency Head, or designee, of the APR and determine the general facts surrounding the event that precipitated the call-out. The Resource Coordinator will then ensure that the preliminary team call-out already conducted by C911CD represents adequate preliminary staffing for the event to be investigated. The Resource Coordinator may alter or revise the preliminary call-out, as he/she deems necessary.

#### **6. TERM OF AGREEMENT:**

**This Agreement shall be effective on the date last signed, below, and shall continue for a term of 5 years unless earlier terminated.**

Thereafter, this agreement will automatically renew for an additional period of five years. Should an agency choose to withdraw from this agreement, the agency shall provide a minimum thirty (30) days advance written notice to the other agencies. Upon withdrawal of an agency, this agreement shall continue in effect for the remaining parties

- 7. **AMENDMENTS:** At any time after commencement of this agreement, any agency may request a modification of the terms and conditions. A request for modification shall be made in writing and shall provide the reason for the modification. Upon agreement of a majority of the parties to the modification, the agreement will be amended.

#### **8. INDEMNITY:**

SUBJECT TO THE LIMITS OF THE OREGON TORT CLAIMS ACT, AS SET FORTH IN ORS 30.260 TO 30.300 AND ARTICLE XI, SECTIONS 7 AND 10 OF THE OREGON CONSTITUTION, EACH PARTY SHALL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS, THE OTHER PARTIES, THEIR OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES FOR THE INDEMNIFYING PARTY'S TORTS AND FOR THOSE OF ITS OFFICERS, AGENTS AND EMPLOYEES ACTING WITHIN THE SCOPE OF THEIR EMPLOYMENT OR DUTIES AS SET FORTH IN ORS 30.265. NOTWITHSTANDING THE FOREGOING, NO PARTY SHALL BE REQUIRED TO INDEMNIFY THE OSP BEYOND THE LIMITATIONS ON LIABILITY OF LOCAL PUBLIC BODIES FOR PERSONAL INJURY AND DEATH AS SET FORTH IN SECTION 4, SENATE BILL 311, 2009.

#### **9. DEADLY PHYSICAL FORCE**

- A. In 2007 the Oregon Legislature approved Senate Bill 111, Oregon Laws 2007, which created the Columbia County Deadly Physical Force Planning Authority. As directed by the bill, the planning authority created and propagated the Columbia County Deadly

Physical Force Plan. In 2008 the plan was approved by all governing bodies in Columbia County and by the Oregon Attorney General and was signed by each of the bodies. The plan remains in force in Columbia County.

- B.** The Columbia County Deadly Physical Force Plan is attached hereto and made part hereof by reference and is labeled "Appendix A" to this agreement.
- C.** The parties agree that the Columbia County Deadly Physical Force Plan will be the controlling document when addressing incidents or events that fit within the parameters of that plan and nothing in this agreement will take precedence over that plan.
- D.** The parties agree that any time a police officer, in any of the parties' jurisdictions, uses deadly physical force that results in injury or death to any person, the public and the law enforcement profession demand a thorough, complete and fair investigation. The parties will continue to strive to obtain these goals and these standards are promulgated to result in the very best investigations possible. The purpose of this Agreement is to integrate the various police agencies in the county, in order to insure the continued high quality of investigations throughout the county, to provide training and experience to all agencies, to insure consistency, and to provide sufficient resources to guarantee that even the most complex situations are investigated in a comprehensive and timely manner.
- E.** To properly recognize and accommodate the various interests in the various rules of law which may be involved in any incident, investigation of these matters must be performed under two separate investigative formats: Criminal Investigation and Administrative Investigation. The policies and procedures set down in this agreement are specifically designated to provide defined guidelines for implementing and conducting a comprehensive criminal investigation. The criminal investigation has absolute investigative priority over any administrative investigation. The criminal investigation shall begin as soon after the incident has occurred as possible.
- F.** Any subsequent administrative investigation deemed to be appropriate will be the responsibility of the employing agency and, therefore, will not be addressed in this agreement. While the criminal investigators do not direct their investigative attention to administrative concerns, it is recognized by the member agencies that the results of the criminal investigation are an appropriate matter of interest to the employing agency for its internal use and the results of the criminal investigation shall be made fully available to the employing agency for that purpose.
- G.** Nothing in this agreement should be deemed to supersede member agency's personnel policies or procedures or any labor contracts with labor organizations or associations.
- H.** The use of deadly force by a sworn, unsworn or volunteer police officer in Columbia County shall be investigated by the MCT, unless the District Attorney, in consultation with the Jurisdictional Agency Head, proposes a different agency to direct the investigation. Agency heads of the agencies hereby agree to waive their discretion in activating the MCT as defined in Section 5(B), above, for this defined set of incidents

- I. Nothing in this agreement precludes the employing agency from having full access to any involved officer and/or employee.

#### **10. MISCELLANEOUS:**

- A. Each MCT member is accountable to his/her agency for his/her conduct, performance and activities as a law enforcement officer.
- B. MCT members should attend any call-outs, critiques and training sessions.
- C. Officers (employees) of agencies will remain fully employed by their parent agencies and parent agencies agree to continue to provide all wages, benefits and Worker's Compensation coverage for their employees during the time their employees are assigned to the MCT for training, events or incidents. All parties to this Agreement expressly disavow any co-employment theory that would result in any party to this agreement being held liable for any wages, benefits or workers compensation for any agency officer (employee), other than their own employees, participating as a member of the MCT. Parent agencies retain ultimate authority over all aspects of the continued employment of their officers except that the parent agencies grant authority for operational management to the MCT commanders while that Agency employee is participating in MCT operations, call-outs and trainings. Officers (employees) will be held responsible for adherence to both the department policies of their parent agencies and the policies and procedures of the MCT. Prior to any deployment with the MCT, it shall be the responsibility of each individual MCT member to identify and bring to light any conflicts in policies between MCT policies and Agencies' policies so that any conflicts may be resolved.
- D. Each member agency shall pay for the ordinary wear and tear and routine maintenance of its equipment. Additionally, each member agency shall pay for the repair or replacement of its own property.
- E. An agency (or its designee) will provide staff members as described herein to participate in an investigation based on the agency's ability to provide assistance, as determined in the sole discretion of the agency.
- F. All press releases shall be the responsibility of the APR and should be crafted in cooperation with the PIO designated by the IC. All press releases should be made available to the media via the designated PIO or Joint Information Center (JIC). The release of information must be approved by the MCT Incident Commander and by the Lead Investigator and, when reasonably possible, with the District Attorney or his/her designee.
- G. The member agencies agree that in the event they are the APR, they will take the following steps to support the investigation;

- Assure proper protection of the crime scene; and
  - Request the C911CD to activate the MCT in accordance with currently provided call-out protocols (member agencies will provide arrival information for team members as quickly as possible after call-out);
  - Assist MCT members as possible; and
  - Prepare reports for actions taken and provide them to both the MCT and the District Attorney.
- H. The APR will be responsible for storage of evidence related to the case under investigation. Evidence handling and storage must be in compliance with agency policies and procedures for the proper protection and maintenance of evidence. In cases where there is difficulty storing the evidence, other arrangements may be made after consultation with the Lead Investigator and I.C. In any case, unnecessary additions to the chain of custody should be avoided and integrity of evidence maintained.
- I. Nothing in this agreement will impact the rendering of mutual aid or mutual assistance between member agencies or non-member agencies for situations or events not involving the MCT.
- J. If the investigation undertaken by the MCT involves a death that is reasonably suspected to be the result of the distribution or use of a controlled substance, the MCT investigators may contact the Columbia Enforcement Narcotics Team or any other group for assistance or consultation, at the discretion of the Lead Investigator and I.C.
- K. Any Oregon law enforcement agency not a party to this agreement at its inception may become a party to it by signing the agreement after being authorized to do so by its governing body. Upon the signing of the agreement by the additional party, the agreement shall become binding among all the parties that have signed the agreement.
- L. The failure of any party to enforce a provision of this agreement shall not constitute a waiver of that provision or any other provision of this agreement.
- M. Captions and headings used in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the agreement.
- Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If any provision of this agreement is adjudged invalid, such adjudication shall not affect the remainder of such provision or the remaining provisions of this agreement.
- N. Only a written instrument, executed by all of the parties to it, may amend this agreement.
- O. Every person signing this agreement hereby represents to all the others that they are duly authorized by their unit of local government to enter into this agreement.

**CITY OF ST. HELENS**

By: \_\_\_\_\_  
Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF SCAPPOOSE**

By: \_\_\_\_\_  
Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF COLUMBIA CITY**

By: \_\_\_\_\_  
Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF RAINIER**

By: \_\_\_\_\_  
Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney



**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

By: \_\_\_\_\_  
Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney


**COLUMBIA COUNTY**

By:   
Henry Hennicker, County Commissioner

Date Signed 10/02/2019

By:   
Margaret Magruder, County Commissioner

By:   
Alex Tardif, County Commissioner

Attest:   
Board Secretary

APPROVED AS TO FORM

  
County Attorney

**OREGON STATE POLICE**

By: \_\_\_\_\_

Date Signed \_\_\_\_\_

In the Matter of Adopting the )  
Columbia County Deadly Physical ) Order No. 78 -2019  
Force Plan )

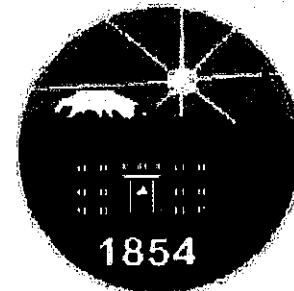
By: Alex Tardif  
Alex Tardif, Commissioner

# DEADLY PHYSICAL FORCE PLAN



JEFF AUXIER  
COLUMBIA COUNTY DISTRICT ATTORNEY

COLUMBIA COUNTY



OREGON  
BRIAN E. PIXLEY  
COLUMBIA COUNTY SHERIFF

Columbia County  
Use of Deadly Physical Force  
Planning Authority

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## Members of the Planning Authority

1. Columbia County District Attorney (co-chair)
2. Columbia County Sheriff (co-chair)
3. Chief Deputy, Columbia County Sheriff's Office
4. Lieutenant, Oregon State Police
5. Sergeant, Oregon State Police
6. Municipal Police Chief, Scappoose Police Department
7. Police Officer / Labor Union Representative, St. Helens Police Department
8. Public member at Large
9. Police Officer / Labor Union Representative, Rainier Police Department

On about April 1st, 2008, this Plan was approved by a unanimous vote of the Planning Authority, and submitted for approval to governing bodies of the following jurisdictions. On the 19<sup>th</sup> day of February, 2019, this document was reviewed, revised and adopted by unanimous vote and submitted for approval to the governing bodies.

Columbia County .....	Approved/ <del>Disapproved</del>
City of Scappoose .....	Approved/ <del>Disapproved</del>
City of St. Helens .....	Approved/ <del>Disapproved</del>
City of Columbia City .....	Approved/ <del>Disapproved</del>
City of Rainier .....	Approved/ <del>Disapproved</del>
City of Clatskanie .....	Approved/ <del>Disapproved</del>
City of Vernonia .....	Approved/ <del>Disapproved</del>
Oregon State Police .....	Approved/ <del>Disapproved</del>

Upon receiving a vote of approval from 2/3 or more of the above jurisdictions, this Plan was submitted to the Attorney General, who approved the Plan on \_\_\_\_\_, 2019.

## Preamble

The use of deadly physical force by law enforcement personnel is a matter of critical concern both to the public and to the law enforcement community. The purpose of this Plan is not to set the standards for the use of such force, or to be a substitute for agency policy regarding use of force, but rather to provide a framework for a consistent response to an officer's use of deadly physical force that treats the law enforcement officer fairly, and promotes public confidence in the criminal justice system.

## Section 1: Administration

- (1) In the event that a member of the planning authority is unable to continue to serve, a replacement shall be appointed as provided in Section 2(1) of Senate Bill 111, Oregon Laws 2007.
- (2) There shall be nine (9) voting members of the Planning Authority. The approval of the Plan, elements or revisions thereof, shall be by majority vote.
- (3) The presence of 2/3 of the voting members shall be required in order to hold any vote.
- (4) Any meeting of a quorum of the voting members of the Planning Authority is subject to Oregon's open meeting law.

## Section 2: Applicability of the Plan

- (1) This plan shall be applicable, as set forth herein, to any use of deadly physical force by a police officer acting in the course of and in furtherance of his/her official duties, occurring within Columbia County.

## Section 3: Definitions

<b>Agency</b>	Means the law enforcement organization employing the officer who used deadly physical force.
<b>Plan</b>	Means the final document approved by the Planning Authority, adopted by two-thirds of the governing bodies employing law enforcement agencies within Columbia County, and approved by the Attorney General. Any approved revisions shall become a part of the Plan.
<b>Police Officer</b>	Means a police officer or reserve officer as defined in ORS 181.610 and who is employed by a law enforcement agency to enforce the criminal laws of the State of Oregon.
<b>Deadly</b>	Means physical force that under the circumstances in which it is used is

<b>Physical Force</b>	readily capable of causing death or serious physical injury, as defined in O.R.S. 161.015(3)
<b>Serious Physical Injury</b>	Has the same meaning as “serious physical injury” as defined in ORS 161.015(8).
<b>Physical Injury</b>	Means impairment of physical condition or substantial pain that does not amount to “serious physical injury.”
<b>Involved Officer</b>	Means the person whose official conduct, or official order, was the cause in fact of the death of a person. “Involved Officer” also means an officer whose conduct was not the cause in fact of the death, but who was involved in the incident before or during the use of deadly physical force, including a “witness officer,” and this involvement was reasonably likely to expose the officer to a heightened level of stress or trauma.
<b>Body-Cam</b>	Means an audio / video recorder that is worn on the person of the officer and is used to create a real-time recording of an incident or event that occurs within the “view” of the camera.
<b>Dash-Cam</b>	Means an audio / video recorder that is mounted on or within a law enforcement vehicle and may include multiple cameras at different locations on or within the vehicle. The Dash-Cam is used to create a real-time recording of an incident or event that occurs within the “view” of the camera(s).

## **Section 4: Immediate Aftermath**

- (1) When an officer uses deadly physical force, the officer shall immediately take whatever steps are reasonable and necessary to protect the safety of the officer and any member of the public.
  - (a) After taking such steps, the officer shall immediately notify his or her agency of the use of deadly physical force.
  - (b) Thereafter, the officer, if able, shall take such steps as are reasonably necessary to preserve the integrity of the scene and to preserve evidence.
  - (c) Upon request, the officer shall provide a preliminary Public Safety Statement regarding the circumstances of the incident or event as is necessary to protect persons and property, identify outstanding suspects, direction of travel, discharge of firearm(s), preserve any evidence, and to provide a framework for the investigation.

The on-scene supervisor shall use the Public Safety Statement card that is provided by the supervisor's employing agency, as mentioned in section 9(2) and listed in Appendix "A" of this plan, to conduct the Public Safety Statement interview with the involved officer(s). If possible, only the on-scene supervisor and the involved officer should be present during the Public Safety Statement. If multiple officers are involved, the same supervisor should conduct the Public Safety Statement with each involved officer individually.

The on-scene supervisor shall read each of the questions on the Public Safety Statement card provided as-written and shall write down the involved officer's responses.

Details of the incident learned from the Public Safety Statement(s) should be used to guide the course of the investigation.

- (2) If the use of deadly physical force results in physical injury only, the Agency may employ its own resources to investigate and document the incident.
  - (a) This section does not prohibit the Agency from requesting investigative assistance from an outside law enforcement agency.

## **Section 5: Serious Physical Injury/Death**

When the use of deadly physical force results in death or serious physical injury to any person, in addition to the requirements of Section 4 (1) of this Plan, and notwithstanding agency policy, the following provisions apply:

- (1) Upon the arrival of additional officers, sufficient to manage the scene, each Involved Officer shall be relieved of the above duties set forth in Section 4 (1) of the Plan, and the duties shall be re-assigned to uninvolved police personnel.
- (2) As soon as practicable, each Involved Officer shall leave the scene, as directed by his or her supervisor, and be offered an opportunity for a medical examination. If the officer is not in need of medical treatment, the officer shall be taken to the Agency office or other designated secure location. If requested by the Involved Officer, the officer's union representative shall be notified.

As soon as is practicable, and prior to each officer leaving the scene, if possible, each involved officer will be photographed fully.

- (3) As soon as practicable, the duty weapon of any officer who fired their weapon shall be seized by investigators, and replaced with a substitute weapon, if appropriate. The seizure of the weapon will include a count of expended or



unexpended rounds in the weapon and their relative position in the weapon at the time of the examination by investigators.

Any officer who was in the immediate vicinity where weapons were fired shall have their duty weapon(s) inspected for indication of firing and seized if the weapon reasonably appears to have been discharged. Any weapon seized pursuant to this section will undergo an examination of the weapon as described earlier in this section.

Photographs depicting the results of the above-described weapons examination will be taken of all weapons seized.

**(4) Interview of an "Involved Officer":**

As used in this section "interview" refers to formal interview of the officer by assigned investigative personnel that occurs a reasonable time after the incident, and after the officer has had an opportunity to consult with counsel, if so desired.

- (a) The interview of the involved officer(s) who discharged a firearm during a use of deadly physical force incident resulting in death or serious physical injury, shall occur after a reasonable period of time to prepare for the interview and taking into account the emotional and physical state of the officer(s). The interview shall occur no sooner than 48 hours after the incident, but may occur later than 48 hours as set by any pertinent Collective Bargaining Agreement, unless this waiting period is waived by the officer.
- (b) The waiting period does not preclude an on-scene preliminary Public Safety Statement interview with the officer(s) to assess and make an initial evaluation of the incident.
- (c) The on-scene supervisor shall take immediate action to stabilize the situation, ensure notification of the appropriate staff and agencies.
- (d) The scene shall be secured and managed consistent with the control of any other major crime scene. Only personnel necessary to conduct the investigation shall be permitted access to the scene. When it is determined that no evidence will be contaminated or destroyed, the officer(s) involved may conduct a "walk through" to assist in the investigation.

The "walk through" will be attended by investigators. Involved officers who participate in the "walk through" may be accompanied by legal counsel, an accompanying officer, or both. The "walk through" will be recorded using either audio or audio/video equipment.

Prior to being interviewed, involved officers may view only those body-cam recordings that were captured by camera(s) that were worn on their own person and may view no other recordings from body-cams worn by other officers.

Prior to being interviewed, involved officers may view only those dash-cam recordings that were captured by audio / video equipment installed on or within the law enforcement vehicle the involved officer was driving or was a passenger in when the law enforcement vehicle arrived at the location the recording was captured, and may view no other dash-cam recordings.

- (5) For at least 72 hours immediately following an incident in which the use of deadly physical force by a police officer resulted in the death of a person, a law enforcement agency may not return an Involved Officer to duties that might place the officer in a situation in which the officer has to use deadly force.
- (6) Officer(s) involved in discharging his or her firearm that results in death or serious physical injury shall immediately be placed on administrative leave until such time as sufficient information exists to determine the justification in the use of deadly physical force and that the officer(s) have had an opportunity for mental health counseling with an outcome that no issues would preclude the officer(s) from performing the duties of a police officer.
- (7) In the 6 months following a use of deadly physical force incident that results in a death, or at any time the jurisdictional agency head deems appropriate, the Agency shall offer each Involved Officer a minimum of two opportunities for mental health counseling. The officer shall be required to attend at least one session of mental health counseling.
  - (a) At agency expense, the involved officer (s) shall be scheduled for an appointment with a licensed mental health counselor for a counseling session with a follow-up session scheduled at a date determined by the mental health professional.
  - (b) The counseling sessions are not to be considered fitness for duty evaluations, and are to be considered privileged between the officer and counselor.
- (8) After consultation with the involved officer, the Agency or officer shall notify the officer's family according to the Agency's SOP, order or other policy regarding such notification.
- (9) As soon as practicable after the arrival of a supervisor, notification shall be made to the District Attorney as provided in Section 7(1) of this Plan.

- (a) This provision does not prevent the Agency from requiring additional notification requirements within their respective agency policies.
- (10) In the event of a use of deadly force that results in death or serious physical injury, the investigation shall be conducted by the Columbia County Major Crime Team (M.C.T.), pursuant to the existing written agreement creating the MCT, which has been adopted and approved by each jurisdiction employing a law enforcement agency. At a minimum, the agreement shall provide for:
- (a) A mission statement.
  - (b) Who will be the supervisor of the investigating officers, and the manner in which conflicts of interest will be resolved.
  - (c) The membership of the team, and the manner for selecting the members.
  - (d) Investigative protocols that do not conflict with the requirements of this Plan.
  - (e) Training of the members in the investigation of use of deadly force incidents.
  - (f) The assignment of at least one officer from an agency other than the involved officer's agency.
  - (g) The assignment of at least one officer from the involved officer's agency.
- (11) In the event that a conflict exists in the use of the M.C.T., the Involved Officer's Agency and the District Attorney shall consult and determine the appropriate manner in which the investigation will proceed.
- (12) The assignment of outside investigative personnel does not preclude the agency involved from conducting an investigation for administrative purposes as established by that agency and as set forth in the M.C.T. agreement. Such investigations may be necessary for civil preparation, determination of policy violations or training issues.
- (13) In order to preserve the integrity of the investigation and prosecution, if one occurs, the scene supervisor and investigative supervisor shall notify all involved officers to refrain from making public statements about the investigation, until

such time as the investigation has concluded and the District Attorney has made a determination regarding the criminal responsibility of all involved persons.

- (14) The Agency shall designate a representative to make an initial public statement about the incident. Such statement shall include:
  - (a) The time and place of the incident.
  - (b) The condition of any suspect.
  - (c) The nature of the use of deadly physical force.
- (15) Prior to a final determination being made by the District Attorney, the District Attorney and the primary investigative agency shall consult with each other and make a public release of information as is deemed appropriate.

## **Section 6: Investigation Protocols**

- (1) The investigation, at a minimum, shall consist of:
  - (a) Eyewitness interviews.
  - (b) Evidence collection.
  - (c) Scene documentation.
  - (d) Background interviews.
  - (e) Involved Officer interview(s)
- (2) The investigation shall be documented in written reports:
  - (a) The MCT shall include in the Standard Operating Procedure, a provision regarding the filing of reports regarding the criminal investigation. All police reports regarding the criminal investigation shall be made available to the MCT.
  - (b) Following any use of force by a police officer who is employed by any Columbia County law enforcement agency, that results in the death of a person, the employing law enforcement agency, or designee, shall promptly report the following information to the Oregon Department of Justice and to the Plan Administrator:
    - i. The name, gender, race, ethnicity and age of the decedent.
    - ii. The date, time and location of the incident.

- iii A brief description of the circumstances surrounding the incident.
- (c) All police reports shall be provided to the District Attorney and to the designated Plan Administrator, as identified in Section 10 of this plan.

## **Section 7: District Attorney**

- (1) When an incident of the use of deadly physical force by an officer occurs, and death or serious physical injury results, the agency shall, as soon as practicable notify the District Attorney's Office.
  - (a) Notification shall be made to the District Attorney, Chief Deputy, or other senior member of the District Attorney's staff.
- (2) When a use of deadly physical force by an officer occurs, and death or serious physical injury results, the District Attorney, and/or a senior member of his staff will consult with the agency regarding the investigation and implementation of the other elements of this plan.
- (3) The District Attorney has the sole statutory and constitutional duty to make the decision on whether to present a matter to a Grand Jury.
  - (a) Preliminary Hearings will not be used as a method of reviewing an officer's use of deadly force.
  - (b) The District Attorney will consult with the investigating agency and make the decision on whether to present the case to a Grand Jury.
    - (1) The timing of the decision will be made by the District Attorney at such time as he/she has determined that sufficient information is available to competently make the decision.
  - (c) If the District Attorney decides to present a case to the Grand Jury, the District Attorney shall promptly notify the investigating agency, the involved officer's agency, and the involved officer's representative.
  - (d) If the District Attorney decides that the investigation reveals that the officers use of deadly force was justified under Oregon law, and that Grand Jury review is unnecessary, the District Attorney shall so notify the Agency, the involved officer, the involved officer's representative, and the public.
- (4) If the use of deadly physical force results in physical injury to someone other than a police officer, upon completion of the investigation, all investigative information shall be forwarded to the District Attorney for review.

## **Section 8: Debriefing**

The use of deadly physical force by an officer has the potential to create strong emotional reactions which have the potential to interfere with an officer's ability to function. These reactions may be manifested immediately, or over time. Further, these reactions may occur not only in an officer directly involved in the incident, but also in other officers within the Agency.

The requirements of this section provide a minimum framework, and are not intended to take the place of Agency policy. Agencies are encouraged to develop formal procedures to deal with an officer's stress response following a use of deadly force incident. Such policies should include a procedure that is implemented from the time of the incident and continue over time.

- (1) Upon a final determination by the District Attorney, the Agency shall conduct an internal review of the matter for compliance with agency policy. Such review, at a minimum shall include a review of the incident with the involved officer.
- (2) If the incident is of such a magnitude that agency-wide morale is implicated, the Agency shall take such steps as it deems necessary to ensure professional police services are provided, and to develop strategies to restore morale.
- (3) Each agency shall provide for a process for any officer who makes a request, to participate in a critical incident debriefing.
- (4) If available, agencies should encourage officers to take advantage of Employee Assistance Programs, and if appropriate, agencies should request assistance from other agencies that may have in place formal programs for dealing with critical incidents.

## **Section 9: Reporting, Training, Outreach**

- (1) Each law enforcement agency within Columbia County shall promulgate a policy addressing the Use of Deadly Physical Force by its police officers. Each law enforcement agency within Columbia County shall submit a copy of their policy addressing the use of Deadly Physical Force to the Administrator of the plan for inclusion in the plan. The Administrator of the plan shall include the policy from each agency in the plan and ensure that all policies are submitted by agencies as required. Each law enforcement agency within Columbia County, shall include in the agency policy regarding the Use of Deadly Force, a provision regarding engaging members of the community in a discussion regarding the agency's policies on the use of deadly force, and well as discussions regarding the use of deadly force by the agency's personnel.

- (2) Each law enforcement agency within Columbia County shall provide a copy of this Plan to every officer, incorporate the plan into agency policy documents and provide training to officers on the implementation of the plan. Additionally, each agency will provide necessary materials to supervisors of their agency so the supervisors have the Public Safety Statement questions listed in Appendix "A" available for use at the scene of a use of deadly force investigation.
- (3) Upon the conclusion of the investigation, the announcement by the District Attorney pursuant to Section 7(3) of this Plan, and the debriefing, the Agency shall complete the Attorney General's report regarding the use of force, and submit the report to the District Attorney, Plan Administrator (see Section 10) and the Attorney General.
- (4) Each agency that is a signer to this agreement shall abide by the conditions and requirements set forth in Senate Bill 111 and in ORS 181.640 or any subsequent DPSST rule or O.A.R. developed pursuant to the bill. Each agency shall develop an internal monitoring system to ensure compliance with this section.
- (5) Pursuant to Section 10 of this agreement, a Plan Administrator will be selected. The Plan Administrator will take steps to publicize the existence and content of this plan, including but not limited to public meetings and discussions and media releases. The Plan Administrator will cause public notification of this plan to occur on an annual basis.
- (6) Prior to the adoption of this Plan, the Planning Authority shall take steps to engage the Columbia County community in a discussion regarding the purpose of the Plan, and the elements contained therein. Such steps shall include, but are not limited to general public release of the draft, discussion with the media, providing the draft to agency employees, union representatives, elected officials, and members of relevant boards or commissions.

## **Section 10: Fiscal Impact**

- (1) At the conclusion of each fiscal year following the adoption of the Plan, each agency shall submit to the administrator of the Plan, a report outlining the fiscal impact of each element of the Plan as described in Sections (a) to (e) of Section 2 (4) of Senate Bill 111, Oregon Laws 2006.

The administrator of the plan shall be selected pursuant to a majority vote of the members of the Deadly Physical Force Planning Authority from willing candidate agencies.

## **Section 11: Plan Revision**

- (1) The Planning Authority shall meet, at least, annually to review and discuss the operation of the Plan and the MCT.
- (2) If a revision of the Plan becomes advisable, based on the experience of agencies signing this agreement, the Planning Authority shall meet and discuss such a revision. If the Planning Authority adopts a revision, such revision shall be submitted for approval as provided by Senate Bill 111.



## **Section 12: Signatures**

### **CITY OF ST. HELENS**

By: \_\_\_\_\_  
Rick Scholl, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
John Walsh, City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### **CITY OF SCAPPOOSE**

By: \_\_\_\_\_  
Scott Burge, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

### **CITY OF COLUMBIA CITY**

By: \_\_\_\_\_  
Casey Wheeler, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF RAINIER**

By: \_\_\_\_\_  
Jerry Cole, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**CITY OF CLATSKANIE**

By: \_\_\_\_\_  
City Manager

Date Signed \_\_\_\_\_

**CITY OF VERNONIA**

By: \_\_\_\_\_  
Rick Hobart, Mayor

Date Signed \_\_\_\_\_

Attest: \_\_\_\_\_  
City Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

**COUNTY OF COLUMBIA**

By: [Signature]  
Henry Heimuller, County Commissioner

Date Signed \_\_\_\_\_

By: [Signature]  
Margaret Magruder, County Commissioner

By: [Signature]  
Alex Tardif, County Commissioner

Attest: \_\_\_\_\_  
Board Secretary

APPROVED AS TO FORM

\_\_\_\_\_  
Sarah Hanson, County Counsel

**OREGON STATE POLICE**

By: \_\_\_\_\_  
Lt. Andrew Merilla

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

**RESOLUTION AUTHORIZING AND APPROVING     )  
A DEQ STATE REVOLVING FUND LOAN TO         ) RESOLUTION NO. 21-05-01  
FINANCE SANITARY SEWER LINE IMPROVEMENTS )  
FOR THE ‘A’ STREET PROJECT                     )**

**WHEREAS**, the City of Rainier has entered into negotiations with the State of Oregon Department of Environmental Quality (DEQ) for a loan and intends to fund the A Street Sanitary Sewer Replacement Project with these funds; and

**WHEREAS**, the City does authorize and approve the SRF loan agreement for the loan amount of \$824,333 for financing this project; and

**WHEREAS**, the City intends to dedicate revenue from the Sewer Enterprise Fund to cover the debt service and to establish any loan reserve requirement for the SRF loan agreement; and

**WHEREAS**, upon legal review, the City does authorize and direct the Mayor of Rainier, acting for and on behalf of the City, to execute the final SRF loan agreement and such other and additional documents as may reasonably be required for the consummation and closing of the Loan.

**PASSED AND ADOPTED** by the City Council of the City of Rainier, Oregon,  
This 3rd day of May, 2021.

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Jerry Cole  
Mayor of the City of Rainier

Attested:

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W. Scott Jorgensen  
City Administrator

## **Chapter 8.45 RECREATIONAL VEHICLE PARK**

Sections:

### **8.45.010 Rules and regulations.**

#### **8.45.010 Rules and regulations.**

A. Overnight camping is by permit only and is limited to a maximum of 15 consecutive nights in any 20-day period.

B. Maximum per site: eight people.

C. Fees and Reservations. Fees are \$15.00 per night plus a \$5.00 check-in/check-out fee, with a two-night minimum. Visitors and campers shall pay all applicable fees within 10 days of reservation confirmation. If check-in date is less than 10 days, fees are due immediately. You must be at least 18 years old to make park reservations. First come, first serve campers shall pay all applicable fees upon entering the park. In all cases, however, no person shall leave the park without paying all applicable fees. (Fifteen to 20 minutes is allowed to view the park without charge.) A five-day advance cancellation notice is required for camping deposit refunds.

D. Vehicles may only be parked in authorized parking areas. Day-use visitors may not park in the camping area. Abandoned vehicles, or those not parked in authorized areas, may be towed at the owner's expense.

E. Campers may check in at or after 2:00 p.m. and must check out by 12:00 p.m. on the day of departure. The numbered receipt must remain on the dash of your vehicle in plain sight at all times while in the city park. Failure to show receipt will result in a fine.

F. At all hours, especially during quiet hours (10:00 p.m. to 7:00 a.m.), campers shall respect the rights of others to peace and quiet.

G. No dumping of grey or black water allowed at site.

H. Campfires are not permitted.

I. Alcoholic beverages and tobacco are prohibited.

J. Removal of all debris and garbage is required. All bottles, cans, ashes, waste, paper, garbage, and other rubbish shall be placed in proper designated receptacles. Park receptacles are to be used by RV users generated at the park only.

K. Fireworks are prohibited. Possession, discharge or the causing to be discharged of any firecrackers, explosives, rockets, fireworks or other substances which could be harmful to park visitors, neighbors or resources is prohibited.

L. Motorized vehicles are only allowed on designated roads and must travel at speeds of 10 miles per hour or less.

M. Weapons shall not be discharged at any time. No person within the park area shall possess any loaded firearm or discharge any firearm, pellet gun, bow and arrow, slingshot or other weapon capable of injuring any person or wildlife.

N. Pets are allowed on a leash only. Owners are responsible for picking up their pet's waste immediately after each occurrence.

O. Operation of concessions is not allowed.

P. Vandalism or removal of any flora, fauna or park structures is prohibited.

Q. All park users should take precautions to safeguard their personal property. The city will not be responsible for lost, stolen or damaged property, or for the personal safety of campers or other visitors. Call 911 in case of an emergency.

R. In addition to these rules and regulations, visitors and campers at the park shall obey all federal and state statutes, administrative rules and regulations, county/city ordinances, orders, resolutions, rules and regulations.

S. Violation – Penalty. A violation of any provision of this chapter upon conviction will result in a fine not to exceed \$500.00. Failure to purchase a camping ticket may result in a fine of \$50.00 upon conviction.

Failure to abide by all federal and state rules and regulations may result in penalties under state and federal law.

Any vehicles found to be in violation of this chapter or any state and federal rules may be impounded by the securement or removal to impound facilities. In such case it will be the responsibility of the owner of said vehicle to satisfy all fines that may result from the violation, and impoundment and storage fees, in full before the vehicle is released to the owner's custody. (Ord. 1059 §§ 1 – 19, 2013)

Mobile Version

CITY OF RAINIER  
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT  
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT  
**3/01/2021-3/31/2021**

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	336,494.13		
PERS Deposits -			
<b>New Ending Balance</b>	336,494.13	0.00	0.00
			<u>336,494.13</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,319.01			
Ending Balance SHCU 760072-2	439,398.62			
Deposits not Shown on Statement		4,746.93		
Outstanding Cks and Other Debits	124,275.42			
PERS Outstanding	17,695.01			
<b>Ending Balance</b>	473,717.63	141,970.43	4,746.93	0.00
			<u>336,494.13</u>	

LGIP STATEMENT SUMMARY				
Beginning Balance	6,134,230.00			
Deposits			28,106.45	
Withdrawals		300,000.00		
Interest			3,084.57	
S/C		0.10		
<b>Ending Balance</b>	6,134,230.00	300,000.10	31,191.02	
			<u>5,865,420.92</u>	
<b>TOTAL CASH</b>			<u><b>6,201,915.05</b></u>	

GENERAL LEDGER RECONCILIATION  
**3/01/2021-3/31/2021**

	03/01/21				03/31/21	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,796,262.26	493,763.04	1,116,228.81		2,173,796.49	
20 Debt	-560,155.68	924,231.68	0.00		364,076.00	
30 Sewer	754,021.84	574,236.72	739,606.82		588,651.74	
40 Water	866,292.08	68,775.07	217,086.08		717,981.07	
50 Timber	1,265,220.02	0.00	7,661.19		1,257,558.83	
60 Street	546,984.68	13,083.31	15,096.05		544,971.94	
65	0.00	0.00	0.00		0.00	
70	-30.68	30.68	0.00		0.00	
81 Special Projects	431,958.65	0.00	62,051.93		369,906.72	
83 Sewer Capital	-76,804.28		27,172.90		-103,977.18	
84 Water Capital	5,874.75	39,946.00	78,052.00		-32,231.25	
85 Transportation Capital	226,243.05	0.00	0.00		226,243.05	
90 Library Trust	95,349.31	52.11	463.78		94,937.64	
	0.00				0.00	
<b>General Ledger Total</b>	<u><b>6,351,216.00</b></u>				<u><b>6,201,915.05</b></u>	0.00

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_ Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



City of Rainier  
 2020/2021 Budget Year  
 YTD for 03/31/2020

Budget Compared to Actual-Major Funds

**Income/Expense**

	2020/2021	3/31/2021	3/31/2021
<b>General Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,435,139	1,440,898	100.40%
Expenditures	1,535,139	1,019,715	66.42%

	2020/2021	3/31/2021	3/31/2021
<b>Sewer Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,400,821	1,223,483	87.34%
Expenditures	1,629,515	1,197,405	73.48%

	2020/2021	3/31/2021	3/31/2021
<b>Water Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	931,000	730,532	78.47%
Expenditures	1,156,969	616,112	53.25%

	2020/2021	3/31/2021	3/31/2021
<b>Timber Fund</b>		YTD Actual	YTD % Variance
*Revenue	180,000	135,882	75.49%
Expenditures	676,232	46,179	6.83%

	2020/2021	3/31/2021	3/31/2021
<b>Street Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	166,926	259,101	155.22%
Expenditures	569,184	143,520	25.22%

\*Excludes Beginning Balance

1535139

City of Rainier  
2020/2021 Budget Year  
YTD for 03/31/2020  
Budget Compared to Actual-Major Funds  
Budget Variance by Appropriation

	2020/2021	3/31/2021	3/31/2021
<b>General Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,435,139	1,440,898	100.40%
Expenditures			
10 General Government	291,194	148,478	50.99%
20 City Building Maintenance	14,500	58,916	406.32%
30 Land Use & Development	25,109	15,702	62.54%
50 Library	62,817	34,496	54.91%
60 Attorney	7,500	4,965	66.20%
70 Finance & Administration	54,041	32,103	59.40%
80 Municipal Court	64,678	37,504	57.98%
90 Public Properties	152,279	71,352	46.86%
100 Police Department	863,021	616,200	71.40%
	2020/2021	3/31/2021	3/31/2021
<b>Sewer Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,400,821	1,223,483	87.34%
Expenditures			
Personnel Services	451,011	320,737	71.12%
Material & Services	292,700	184,617	63.07%
Capital Outlay	3,000	9,938	331.27%
Transfers	867,990	682,113	78.59%
Contingencies	14,814	0	0.00%
	2020/2021	3/31/2021	3/31/2021
<b>Water Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	931,000	730,532	78.47%
Expenditures			
Personnel Services	429,115	306,535	71.43%
Material & Services	191,620	145,503	75.93%
Capital Outlay	3,000	1,738	57.94%
Transfers	487,337	162,336	33.31%
Contingencies	45,897	0	0.00%
	2020/2021	3/31/2021	3/31/2021
<b>Timber Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	135,882	75.49%
Expenditures			
Material & Services	75,100	43,179	57.50%
Capital Outlay	30,500	3,000	9.84%
Contingencies	500,000	0	0.00%
Property Purchase Reserve	70,632	0	0.00%
	2020/2021	3/31/2021	3/31/2021
<b>Street Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	166,926	259,101	155.22%
Expenditures			
Personnel Services	64,636	41,194	63.73%
Material & Services	112,350	80,698	71.83%
Capital Outlay	353,000	21,628	6.13%
Contingencies	39,198	0	0.00%
Transfers	0	0	0.00%

\*Excludes Beginning Balance

# Accounts Payable

## Checks by Date - Summary by Check Date

User: elisha  
Printed: 4/20/2021 9:34 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
9860	3656	Moduform, Inc.	03/02/2021	1,171.05
Total for 3/2/2021:				1,171.05
9861	066	Airgas USA, LLC	03/09/2021	261.08
9862	3000	ALS Group USA, Corp.	03/09/2021	340.00
9863	2220	Baker & Taylor	03/09/2021	463.78
9864	673	Cintas Corporation	03/09/2021	120.78
9865	721	Code Publishing	03/09/2021	404.10
9866	3513	Comcast	03/09/2021	691.17
9867	3514	Core & Main LP	03/09/2021	459.84
9868	3574	Correct Equipment, Inc.	03/09/2021	1,618.24
9869	3521	Cowlitz County Public Works	03/09/2021	84.99
9870	057	Cowlitz River Rigging Inc	03/09/2021	751.81
9871	3165	Earth20	03/09/2021	51.47
9872	3165	Earth20	03/09/2021	25.29
9873	010	Exhaust Shop & Auto	03/09/2021	21.56
9874	3145	First Data Global Leasing	03/09/2021	27.94
9875	762	Footage Tools Inc.	03/09/2021	1,948.85
9876	3659	Cody Gates	03/09/2021	133.21
9877	3397	Grumpy's Towing	03/09/2021	410.00
9878	778	Kenneth Holly	03/09/2021	120.69
9879	581	Home Depot Credit Services	03/09/2021	231.01
9880	3332	KRP Data Systems	03/09/2021	240.00
9881	3332	KRP Data Systems	03/09/2021	240.00
9882	3023	Bo Laird	03/09/2021	50.00
9883	3633	LAS Truck Repair LLC	03/09/2021	2,365.55
9884	3658	LCD Excavation, LLC	03/09/2021	62,051.93
9885	049	Mallory Company	03/09/2021	172.02
9886	3644	More Power Computers, Inc.	03/09/2021	2,346.50
9887	3025	Northstar Chemical, Inc.	03/09/2021	783.00
9888	615	Oregon Water Resources Dept.	03/09/2021	200.00
9890	3657	Quadient, Inc.	03/09/2021	465.69
9891	135	Star Rentals & Sales	03/09/2021	1,176.82
9892	022	Stephen D. Petersen, LLC	03/09/2021	300.00
9893	022	Stephen D. Petersen, LLC	03/09/2021	470.00
9894	3418	Sun Life Financial	03/09/2021	102.18
9895	2126	Sunset Auto Parts, Inc.	03/09/2021	567.58
9896	1054	The Automation Group, Inc.	03/09/2021	1,163.00
9897	030	True Value	03/09/2021	150.37
9898	458	United States Postal Service	03/09/2021	284.00
9899	089	USA Blue Book	03/09/2021	1,690.68
9900	101	V O Printers, Inc	03/09/2021	107.96
9901	3646	Vortex Industries, Inc.	03/09/2021	1,324.55
9902	078	Watkins Tractor & Supply Co	03/09/2021	667.60
9903	2055	WesTech	03/09/2021	2,694.00
9904	035	Wilcox & Flegel	03/09/2021	485.62

Check No	Vendor No	Vendor Name	Check Date	Check Amount
9905	035	Wilcox & Flegel	03/09/2021	616.22
9906	052	Wood's Logging Supply, Inc	03/09/2021	22.83
Total for 3/9/2021:				88,903.91
9907	382	Postmaster	03/12/2021	345.00
Total for 3/12/2021:				345.00
9908	3314	Vernon Lee Ressler	03/15/2021	6,268.59
Total for 3/15/2021:				6,268.59
9909	3612	Roberta Boursaw	03/18/2021	45.00
9910	3614	Brandon Davidson	03/18/2021	120.70
9911	577	Patricia Stanley	03/18/2021	44.03
Total for 3/18/2021:				209.73
9912	2232	Advanced Electrical Tech., Inc.	03/25/2021	1,009.81
9913	818	AT&T Mobility	03/25/2021	104.86
9914	520	BCX, Inc.	03/25/2021	1,020.00
9915	3177	Centerlogic, Inc.	03/25/2021	428.00
9916	673	Cintas Corporation	03/25/2021	540.15
9917	3506	Columbia 9-1-1 Comm. District	03/25/2021	1,231.60
9918	690	Columbia County	03/25/2021	5,000.00
9919	097	Columbia County Treasurer	03/25/2021	101.00
9920	693	Columbia River Carpet One	03/25/2021	1,250.00
9921	044	Columbia River PUD	03/25/2021	304.89
9922	3513	Comcast	03/25/2021	518.72
9923	3574	Correct Equipment, Inc.	03/25/2021	36,077.55
9924	1035	DEMCO	03/25/2021	289.98
9925	3165	Earth20	03/25/2021	36.99
9926	3165	Earth20	03/25/2021	30.19
9927	3570	Engraving Emporium Inc.	03/25/2021	650.00
9928	303	Galls, LLC-DBA Blumenthal Uniform	03/25/2021	4,147.29
9929	778	Kenneth Holly	03/25/2021	215.51
9930	3545	InRoads Credit Union	03/25/2021	1,834.73
9931	3021	Marlin Business Bank	03/25/2021	178.98
9932	2028	Metro Overhead Door	03/25/2021	730.00
9933	3619	Mission Communications, LLC	03/25/2021	227.40
9934	3644	More Power Computers, Inc.	03/25/2021	510.98
9935	426	NCL of Wisconsin	03/25/2021	172.86
9936	182	NW Natural	03/25/2021	171.80
9937	996	Oregon Department of Revenue	03/25/2021	380.00
9938	766	Payne Reforestation	03/25/2021	3,584.00
9939	3156	Peck Rubanoff & Hatfield PC	03/25/2021	312.00
9940	2325	Cynthia L. Phillips	03/25/2021	375.00
9941	029	Quill Corporation	03/25/2021	210.23
9942	424	Rainier Chamber of Commerce	03/25/2021	100.00
9943	096	Rainier Police Department	03/25/2021	217.00
9944	3354	Rainier School District	03/25/2021	26,000.00
9945	3080	Ricoh USA, Inc.	03/25/2021	150.33
9946	3652	SFE Global	03/25/2021	8,325.00
9947	132	Springbrook SpringbrookHolding Company	03/25/2021	19,507.71
9948	132	Springbrook SpringbrookHolding Company	03/25/2021	273.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
9949	132	Springbrook SpringbrookHolding Company	03/25/2021	450.00
9950	135	Star Rentals & Sales	03/25/2021	2,677.05
9951	211	Superior Tire Services	03/25/2021	476.41
9952	3567	Michael Taggart	03/25/2021	68.96
9953	3377	United Site Services	03/25/2021	625.00
9954	089	USA Blue Book	03/25/2021	76.17
9955	3512	Verizon	03/25/2021	251.16
9956	2158	Waterhouse Environmental Services	03/25/2021	3,654.00
9957	078	Watkins Tractor & Supply Co	03/25/2021	1,827.03
9958	3653	West Yost & Associates, Inc.	03/25/2021	15,933.86
9959	035	Wilcox & Flegel	03/25/2021	251.42
9960	035	Wilcox & Flegel	03/25/2021	659.78
Total for 3/25/2021:				143,168.40
ACH	1123	OR DEPT OF JUSTICE	03/30/2021	627.00
ACH	FED TX	EFT Federal tax dep	03/30/2021	10,207.90
ACH	FICA	EFT EE/ER FICA	03/30/2021	11,732.84
ACH	Medicare	EFT EE/ER Medicare	03/30/2021	2,743.96
ACH	OR ST Tx	EFT Employee Oregon St Tx	03/30/2021	6,877.66
ACH	PERSEE	EFT PERS Employee /Employer Pa	03/30/2021	5,313.57
ACH	PERSER	EFT PERS Employer Paid	03/30/2021	12,413.27
9961	985	AFLAC	03/30/2021	276.48
9962	077	CIS Trust	03/30/2021	338.44
9963	3618	Office of the Trustee	03/30/2021	950.00
9964	ORSGP	Oregon Savings Growth Plan	03/30/2021	1,544.00
9965	079	Oregon Teamster Employer Trust	03/30/2021	28,863.11
9966	995	Teamsters Local No. 58	03/30/2021	879.00
Total for 3/30/2021:				82,767.23
Report Total (113 checks):				322,833.91

City Administrator Report  
May 3, 2021 Rainier Council Meeting

Mayor Cole and Members of the Council,

On March 31, I met with Longview Community College President Chris Bailey and Vice President Kendra Sprague to discuss possibly recruiting students from its thriving criminology program to help bolster the police department's reserves.

I was the keynote speaker at the Rainier Chamber of Commerce's April 8 meeting and addressed members of the Rainier Oregon Historical Museum right afterward. That was to coordinate for the 100-year city hall anniversary event that took place April 10. I served as emcee for the socially distanced open house, which was a success.

Negotiations for the new union contract for our police officers were held April 12, and I facilitated. I'm pleased to report that they took three hours, which included a one-hour lunch break. Later that day, I submitted written testimony in support of Rep. Brad Witt's funding request for \$90,000 to \$120,000 in federal ARPA funds earmarked for Congressional District 1 being allocated to the City for the Fox Creek feasibility study.

On April 14, I met with Christopher Efird and Kelly Merritt of NEXT Renewable Fuels at the St. Helens Chamber of Commerce. I submitted a grant application the following day to the Cowlitz-Wahkiakum Council of Governments for funding for the third phase of the city's riverfront trail project. A pre-application conference was held April 15 for a proposed project of three duplexes at 209 A Street.

I submitted a letter of support for federal funding for a Small Business Development Center in Columbia County April 19, in coordination with the Columbia County Economic Team. On April 20, I spoke with a representative of Comcast about our council meetings being televised on public access.

Over \$2 million in federal funding was applied for April 21 for improvements to Veterans Way on April 21, with the help of Congresswoman Suzanne Bonamici's office. I also applied for the DEQ loan for the A Street closeout that day.

On April 22, I met with Rainier School District Superintendent Joseph Hattrick to discuss the city's IGA with the school district for library services and participated in interview panel for Col-Pac program manager position.

Finally, I met with the city's insurance agent, Chad Womack, April 27, to discuss our policy renewal. That night, I went with Mayor Cole and Public Works Director Sue Lawrence to meet with the Eagles to obtain their approval for the last easement needed for the riverfront trail project. I attended a League of Oregon Cities small cities meeting April 30.

Sincerely,

W. Scott Jorgensen, Executive MPA  
City Administrator