

CITY OF RAINIER  
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT  
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT  
**8/1/2022-8/31/2022**

ACCOUNT REGISTER SUMMARY		CKS/DEBITS	DEP/CREDITS	
Ending Balance	431,427.10			
PERS Deposits -				
<b>New Ending Balance</b>	<b>431,427.10</b>	<b>0.00</b>	<b>0.00</b>	<b>431,427.10</b>

BANK STATEMENT SUMMARY		CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,343.39				
Ending Balance SHCU 760072-2	465,538.54				
Deposits not Shown on Statement			6,120.14		
Outstanding Cks and Other Debits		53,720.99			
PERS Outstanding		20,853.98			
PERS Adjustment					
<b>Ending Balance</b>	<b>499,881.93</b>	<b>74,574.97</b>	<b>6,120.14</b>	<b>431,427.10</b>	<b>0.00</b>

LGIP STATEMENT SUMMARY					
Beginning Balance	7,014,874.18				
Deposits			230,787.76		
Withdrawals		650,000.00			
Interest			9,070.30		
S/C		0.05			
<b>Ending Balance</b>	<b>7,014,874.18</b>	<b>650,000.05</b>	<b>239,858.06</b>	<b>6,604,732.19</b>	

**TOTAL CASH** **7,036,159.29**

GENERAL LEDGER RECONCILIATION  
**8/1/2022-8/31/2022**

	08/01/22				08/31/22	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,150,370.73	792,259.34	863,663.75		2,078,966.32	
20 Debt	353,735.00	0.00	349,484.00		4,251.00	
30 Sewer	512,700.03	105,828.76	60,596.88		557,931.91	
40 Water	360,643.25	94,039.77	72,719.56		381,963.46	
50 Timber	1,700,873.83	0.00	27,515.69		1,673,358.14	
60 Street	223,864.57	10,060.05	26,101.56		207,823.06	
65	0.00				0.00	
70	0.00				0.00	
81 Special Projects	284,004.63	0.00	54,416.91		229,587.72	
83 Sewer Capital	945,743.09	111,612.74	21,105.60		1,036,250.23	
84 Water Capital	353,239.69	255,427.93	176,017.61		432,650.01	
85 Transportation Capital	353,546.92	0.00	9,120.00		344,426.92	
90 Library Trust	88,898.41	52.11	0.00		88,950.52	
General Ledger Total	<b>7,327,620.15</b>				<b>7,036,159.29</b>	<b>0.00</b>

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

City of Rainier  
 2022/2023 Budget Year  
 8/31/2022

Budget Compared to Actual-Major Funds

Income/Expense

	2022/2023	8/31/2022	8/31/2022
<b>General Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,591,980	109,605	6.88%
Expenditures	1,440,361	234,311	16.27%

	2022/2023	8/31/2022	8/31/2022
<b>Sewer Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,487,053	154,430	10.38%
Expenditures	1,778,036	123,211	6.93%

	2022/2023	8/31/2022	8/31/2022
<b>Water Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	967,000	158,935	16.44%
Expenditures	1,177,491	124,878	10.61%

	2022/2023	8/31/2022	8/31/2022
<b>Timber Fund</b>		YTD Actual	YTD % Variance
*Revenue	0	0	0.00%
Expenditures	254,412	35,916	14.12%

	2022/2023	8/31/2022	8/31/2022
<b>Street Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	259,059	24,609	9.50%
Expenditures	453,555	38,452	8.48%

\*Excludes Beginning Balance

City of Rainier  
2022/2023 Budget Year  
8/31/2022  
Budget Compared to Actual-Major Funds  
Budget Variance by Appropriation

	2022/2023	8/31/2022	8/31/2022
<b>General Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,591,980	109,605	6.88%
Expenditures			
10 General Government	91,143	27,177	29.82%
20 City Building Maintenance	17,500	603	3.44%
30 Land Use & Development	30,058	2,856	9.50%
50 Library	73,960	1,073	1.45%
60 Attorney	9,600	905	9.43%
70 Finance & Administration	49,731	6,886	13.85%
80 Municipal Court	62,585	11,248	17.97%
90 Public Properties	179,423	23,652	13.18%
100 Police Department	926,361	159,910	17.26%
	2022/2023	8/31/2022	8/31/2022
<b>Sewer Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	1,487,053	154,430	10.38%
Expenditures			
Personnel Services	451,696	77,879	17.24%
Material & Services	315,100	45,332	14.39%
Capital Outlay	7,500	0	0.00%
Transfers	955,740	0	0.00%
Contingencies	48,000	0	0.00%
	2022/2023	8/31/2022	8/31/2022
<b>Water Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	967,000	158,935	16.44%
Expenditures			
Personnel Services	486,105	84,225	17.33%
Material & Services	212,550	40,654	19.13%
Capital Outlay	7,500	0	0.00%
Transfers	462,336	0	0.00%
Contingencies	9,000	0	0.00%
	2022/2023	8/31/2022	8/31/2022
<b>Timber Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	0	0	0.00%
Expenditures			
Material & Services	90,300	35,916	39.77%
Capital Outlay	14,000	0	0.00%
Contingencies	50,000	0	0.00%
Property Purchase Reserve	100,112	0	0.00%
	2022/2023	8/31/2022	8/31/2022
<b>Street Fund</b>	Budget	YTD Actual	YTD % Variance
*Revenue	259,059	24,609	9.50%
Expenditures			
Personnel Services	68,076	13,501	19.83%
Material & Services	126,150	24,952	19.78%
Capital Outlay	7,500	0	0.00%
Contingencies	27,000	0	0.00%
Transfers	224,829	0	0.00%

\*Excludes Beginning Balance

**City of Rainier**  
**Regular City Council Meeting**  
**October 3, 2022**  
**6 p.m.**  
**Rainier City Hall**

Mayor Jerry Cole called the council meeting to order at 6 p.m.

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

**Council Absent:** Scott Cooper and Jeremy Howell

**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:** Councilor Connie Budge moved to add Donation Agreement to the agenda. That motion was seconded by Council President Mike Kreger and adopted unanimously. Budge moved to add Administrator Contract to the agenda. That motion was seconded by Councilor Denise Watson and adopted unanimously. Budge said she would like to see rights of way added to a future meeting agenda. Mayor Jerry Cole suggested having that discussion during the November meeting. Budge said the city's insurance agent, Chad Womack, would be willing to participate. City Administrator W. Scott Jorgensen said he wanted to add Housing Committee appointment to the agenda. Kreger moved to do so. That motion was seconded by Budge and adopted unanimously.

**Mayor's Address:** Cole said he had written the U.S.S. Oregon to request a flag to purchase and hang in the council chambers. It was sent to him free of charge. Staff will have it framed and put on display.

**Visitor Comments:** There were no visitor comments at this time. Jorgensen said that Don Puckett is present and had an issue he wanted to see addressed. That item goes with an agenda item. Cole told Puckett he could speak during that portion of the meeting if he would like.

**Consider Approval of the Consent Agenda**

Consider Approval of the September 12, 2022 Regular Council Meeting Minutes—Kreger moved to approve the consent agenda as amended. That motion was seconded by Watson and adopted unanimously, with Budge dissenting.

**New Business**

- a. Appointment to Planning Commission Position #5—Jorgensen said that Nina Pogue had previously served on the commission but had to step down because she had moved out of town. She is back in Rainier now and has expressed interest in returning to the commission. There was some discussion about incomplete information on her application. Jorgensen was directed to follow up with her and bring the matter back for

- the November council meeting under unfinished business.
- b. Planning Commission Update—Jorgensen said that the group met for the first time in months. He was directed by Cole to have the commission develop language regulating sandwich board signs at the request of local business owners. The commission realized this could be accomplished by adding it to the definitions in the sign code and the list of exempted signs. The definition of “garage” can also be changed to increase the required square footage from 120 to 240. Both of those can be done through the same text amendment and ordinance. Cole said he would like to see some changes made to regulate feather banners. Jorgensen said the issues of shipping containers and tiny homes have also come up at the staff level and will be discussed by the commission.
  - c. Mitigation Project Update—Lawrence said that the original proposed project location was next to Fox Creek. But that would be too close to the site of the possible work to fix the creek’s flooding issues. Lower Columbia Estuary Partnership suggested using an alternate location at the main city park. It would treat street runoff and any from that parking lot. Cole said he was fine with it. Lawrence verified that it wouldn’t take any away from the sidewalk and would simplify maintenance in the area. Kreger moved to approve the change to the project location. That motion was seconded by Councilor Robert duPlessis and adopted unanimously.
  - d. Public Works Vehicle Replacement—Lawrence said the department’s 1997 Ford Ranger has much wear and tear. She would like to replace it with a small Chevy Colorado pickup. There are funds available in the vehicle replacement budget. That line item had \$120,000 and she spent \$30,000 on the previous vehicle replacement. Budge moved to approve the vehicle replacement request. That motion was seconded by Kreger and adopted unanimously.
  - e. Donation Agreement—Budge said she was contacted by one of the persons who made a donation for the new gazebo. The agreement said the project would be completed by September 30 and the donor wondered why he had not been contacted. Jorgensen said concrete was scheduled to be poured for the gazebo the following morning. Nobody anticipated that it would take months for the gazebo materials to be delivered when the agreement was drafted. Lawrence said the donor was going to be at the park for the pouring of the concrete.
  - f. Administrator Contract—Cole said council conducted Jorgensen’s evaluation in executive session after the last council meeting. There were some consensus items and research was required for follow up. The evaluation was positive and Cole was able to determine that the follow-up item was doable. Under Jorgensen’s contract, he can receive a merit pay increase following a positive evaluation. The consensus of the council was for a raise of \$300 per month and a two-year contract extension. Budge moved to approve. That motion was seconded by Kreger and adopted unanimously. Budge moved to direct Jorgensen to develop an updated job description. That motion was seconded by Kreger and adopted unanimously. Cole said he and Jorgensen would come up with a draft and bring it to the next meeting.
  - g. Housing Committee Appointment—Budge moved to approve Terry Deaton’s appointment to the Housing Committee. That motion was seconded by Kreger and adopted unanimously.

### **Unfinished Business**

- a. Fox Creek Update—Lawrence said the feasibility study should be completed soon. It could be presented at the council’s December meeting or at a separate event. Cole suggested having that done at a work session prior to a council meeting. Jorgensen said that he and Lawrence met with officials from the Oregon Department of Transportation

(ODOT). That agency wants to do the improvements to Highway 30 as a separate project. ODOT has a list of culverts to replace statewide, and many are disintegrating. The one under Highway 30 is still in good shape. But if improvements are made to Fox Creek upstream, ODOT will be able to make it more of a priority. Jorgensen suggested to ODOT that if that agency wants to do that as a separate project, perhaps it can also make improvements to Veterans Way. ODOT said that would have to be a standalone project, but that it will prioritize updating the city's transportation system plan. Lawrence said ODOT is also planning to make its Americans with Disabilities Act improvements around town within the next couple of years.

- b. **City Hall Priorities**—Lawrence said she wanted direction from council on priorities for improvements to city hall. She said there is no emergency exit from the main offices and said the bathrooms can be updated to add one for staff, along with a break room. The computer server should be moved to its original, more secure location in the police department, and the gutters need to be fixed. Cole said his top priorities for the building are to move the server and do the gutters. Budge said she would like to see another door put somewhere in Jorgensen's office. Cole said he would like to identify a scope of work for improvements. If the gutters need to be fixed, have it done. Budge moved to direct staff to obtain estimates for fixing the gutters. That motion was seconded by Kreger and adopted unanimously. Budge moved to direct staff to obtain an estimate for moving the server room and bring it back for the next meeting. That motion was seconded by Kreger and adopted unanimously. Cole said that Councilor Scott Cooper will be working with Lawrence on the server room project. Lawrence said the process has started. Cole said he wanted to see a scope of work for bathroom improvements on the second floor, an exit off of Jorgensen's office and a staff break room. Lawrence said she can have the design done and the projects can be bid out individually if the costs get too high. Budge moved to direct staff to obtain estimates for the additional bathroom and exit and break room. That motion was seconded by Watson and adopted unanimously.
- c. **Street Improvement Priorities**—Jorgensen said staff received a petition signed by a dozen or so residents asking that repairs be done to West 2<sup>nd</sup> Street from C Street. He handed it out to councilors before the meeting. Lawrence said she applied for a Small Cities Allotment grant in July for work on Fox Street. Staff is also looking to update the municipal code to add an ordinance to recuperate the city's costs if streets are cut into. She is asking that council identify streets to prioritize. Cole said C Street and 2<sup>nd</sup> should be fixed. Most of the damage there was from the equipment that was used to fix the culvert and it's a trip hazard. Lawrence said public works could take out the asphalt, do a patch and level it out. That entire street needs to be fixed, but that should be done after the Fox Creek project is completed. Cole said he and staff have been looking at the street cut ordinance being passed by the City of Longview. The permits charged to cut into newer streets costs more and the money goes into that city's street fund. Jorgensen said he should have an ordinance for the next council meeting, he just needed to make some slight changes to his draft. Lawrence said she's also looking to make improvements at First to Third streets on C and the portion of East E Street between Second and Fourth. Council agreed by consensus.

- 8. **Staff Report**—Police Chief Gregg Griffith said that Officer Phillip George will be going to the academy soon and is set to graduate in February. He will be back in town to help out during the holiday season. Lawrence said that most of the new security cameras have been installed. Jorgensen said he met with the Office of Emergency Management about grant funding opportunities for the Fox Creek project, did the exit interview with the city's contract auditing firm, attended the Columbia Economic Team board meeting and an ice cream social

at the senior center. He spoke with Oregon Senator Rachel Armitage about the city's legislative priorities and, along with Lawrence, met with ODOT officials about the Fox Creek and Veterans Way projects. Jorgensen did submit the pre-application for a grant to fund the Fox Creek project.

**9. Council Reports**—Budge said she attended the most recent Library Board meeting. There is increased activity at the library. Councilor Levi Richardson said the Parks Committee heard a presentation about the master plan update.

**10. City Calendar/Announcements**—Cole said the next council meeting will be November 7. But if the Fox Creek feasibility study is ready to be presented, council can meet beforehand for that.

Cole adjourned the meeting at 7:34 p.m.

---

Mayor Jerry Cole

---

W. Scott Jorgensen, City Administrator

# Accounts Payable

## Checks by Date - Summary by Check Date

User: Elisha  
Printed: 10/4/2022 1:41 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11485	3000	ALS Group USA, Corp.	08/03/2022	1,779.00
11486	950	American Leak Detection Inc.	08/03/2022	690.00
11487	3586	Kenneth P. Buell	08/03/2022	808.40
11488	3041	CIS Trust	08/03/2022	97,563.58
11489	3513	Comcast	08/03/2022	755.28
11490	120	Construction Specialty	08/03/2022	355.54
11491	2167	Country Media Inc.	08/03/2022	48.05
11492	043	Cowlitz Clean Sweep Inc	08/03/2022	395.90
11493	057	Cowlitz River Rigging Inc	08/03/2022	51.56
11494	094	Cowlitz Wahkiakum Government	08/03/2022	409.75
11495	056	Cutright Supply	08/03/2022	302.19
11496	915	Express Employment Professionals	08/03/2022	1,926.53
11497	UB*00031	JACK HOLLEY	08/03/2022	19.35
11498	778	Kenneth Holly	08/03/2022	150.73
11499	581	Home Depot Credit Services	08/03/2022	284.27
11500	3632	Hydrotec Enterprises LLC DBA Owens Pu	08/03/2022	1,496.32
11501	3545	InRoads Credit Union	08/03/2022	684.75
11502	3545	InRoads Credit Union	08/03/2022	113.45
11503	3545	InRoads Credit Union	08/03/2022	393.24
11504	3820	Attn: Accounts Receivable Kubota	08/03/2022	16,714.54
11505	3374	M&W BUILDING SUPPLY CO.	08/03/2022	27,360.00
11506	3821	Magnum Power LLC	08/03/2022	727.73
11507	3623	Bryan McConnell	08/03/2022	115.00
11508	3644	More Power Computers, Inc.	08/03/2022	4,027.62
11509	3025	Northstar Chemical, Inc.	08/03/2022	1,084.05
11510	027	Platt Electric Supply, Inc	08/03/2022	92.91
11511	029	Quill Corporation	08/03/2022	513.72
11512	3640	Shred Northwest	08/03/2022	225.00
11513	069	Sierra Springs	08/03/2022	77.95
11514	135	Star Rentals & Sales	08/03/2022	194.58
11515	2126	Sunset Auto Parts, Inc.	08/03/2022	32.26
11516	1054	The Automation Group, Inc.	08/03/2022	600.00
11517	078	Watkins Tractor & Supply Co	08/03/2022	321.27
11518	3653	West Yost & Associates, Inc.	08/03/2022	15,760.08
11519	035	Wilcox & Flegel	08/03/2022	772.66
11520	035	Wilcox & Flegel	08/03/2022	868.48
Total for 8/3/2022:				177,715.74
11522	2262	Christina Ishii	08/10/2022	168.75
11523	673	Cintas Corporation	08/10/2022	278.39
11524	044	Columbia River PUD	08/10/2022	254.00
11525	3514	Core & Main LP	08/10/2022	22,231.92
11526	057	Cowlitz River Rigging Inc	08/10/2022	51.56
11527	UB*00034	MELANIE ELBERT	08/10/2022	41.70
11528	UB*00035	MELANIE ELBERT	08/10/2022	50.00
11529	915	Express Employment Professionals	08/10/2022	1,414.49



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11530	1119	Feltons' Heating & Cooling, Inc.	08/10/2022	185.00
11531	303	Galls, LLC-DBA Blumenthal Uniform	08/10/2022	3,862.35
11532	020	Lakeside Industries	08/10/2022	163.45
11533	060	One Call Concepts Inc	08/10/2022	14.40
11534	2244	O'Reilly Auto Parts	08/10/2022	143.08
11535	766	Payne Reforestation	08/10/2022	10,960.00
11536	3156	Peck Rubanoff & Hatfield PC	08/10/2022	112.00
11537	3822	Pointe Pest Control -OR LLC	08/10/2022	250.00
11538	UB*00036	PORT OF ST. HELENS	08/10/2022	50.00
11539	152	Purchase Power	08/10/2022	554.47
11540	029	Quill Corporation	08/10/2022	301.53
11541	UB*00032	Real Estate Growth Fund LLC	08/10/2022	130.45
11542	3080	Ricoh USA, Inc.	08/10/2022	67.66
11543	3368	Ross Recreation Equipment Inc.	08/10/2022	17,979.00
11545	135	Star Rentals & Sales	08/10/2022	287.34
11546	022	Stephen D. Petersen, LLC	08/10/2022	605.00
11547	211	Superior Tire Services	08/10/2022	224.80
11548	030	True Value	08/10/2022	139.10
11549	3512	Verizon	08/10/2022	386.23
11550	UB*00037	ELIZABETH WEGNER	08/10/2022	110.65
11551	3653	West Yost & Associates, Inc.	08/10/2022	304.75
11552	UB*00033	WINDERMERE ST HELENS RLTY	08/10/2022	5.00
Total for 8/10/2022:				61,327.07
11553	3823	Alumichem Canada Inc	08/24/2022	7,870.60
11554	UB*00038	DORRENE BENTHIN	08/24/2022	11.13
11555	673	Cintas Corporation	08/24/2022	278.39
11556	2135	Columbia County Economic Team	08/24/2022	2,875.00
11557	097	Columbia County Treasurer	08/24/2022	128.00
11558	2152	Columbia Pacific EDD	08/24/2022	250.00
11559	3513	Comcast	08/24/2022	755.67
11560	3669	Comcast Business	08/24/2022	423.67
11561	3514	Core & Main LP	08/24/2022	2,535.90
11562	043	Cowlitz Clean Sweep Inc	08/24/2022	1,414.50
11563	057	Cowlitz River Rigging Inc	08/24/2022	65.51
11564	056	Cutright Supply	08/24/2022	14.40
11565	008	Daily News	08/24/2022	30.99
11566	915	Express Employment Professionals	08/24/2022	1,916.08
11567	778	Kenneth Holly	08/24/2022	175.72
11568	617	Idexx Distribution Corp.	08/24/2022	377.39
11569	3435	Industrial Hearing Service Inc.	08/24/2022	550.00
11570	3545	InRoads Credit Union	08/24/2022	2,126.34
11571	3545	InRoads Credit Union	08/24/2022	3,802.81
11572	3332	KRP Data Systems	08/24/2022	20.00
11573	3021	Marlin Business Bank	08/24/2022	178.98
11574	182	NW Natural	08/24/2022	28.74
11575	996	Oregon Department of Revenue	08/24/2022	402.25
11576	091	Oregon DEQ	08/24/2022	235,337.00
11577	091	Oregon DEQ	08/24/2022	92,187.00
11578	091	Oregon DEQ	08/24/2022	6,181.00
11579	091	Oregon DEQ	08/24/2022	15,779.00
11580	096	Rainier Police Department	08/24/2022	248.00
11581	3080	Ricoh USA, Inc.	08/24/2022	63.40
11582	3368	Ross Recreation Equipment Inc.	08/24/2022	312.28
11583	253	Safeguard Business Systems	08/24/2022	358.04
11584	1084	Scappoose Outfitters	08/24/2022	37.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11585	069	Sierra Springs	08/24/2022	121.45
11586	069	Sierra Springs	08/24/2022	91.25
11587	132	SBRK Finance Holdings Inc. Springbrook (	08/24/2022	154.00
11588	1054	The Automation Group, Inc.	08/24/2022	11,985.60
11589	089	USA Blue Book	08/24/2022	154.54
11590	3512	Verizon	08/24/2022	210.51
11591	035	Wilcox & Flegel	08/24/2022	863.70
11592	035	Wilcox & Flegel	08/24/2022	662.85
Total for 8/24/2022:				390,978.69
11593	3512	Verizon	08/25/2022	386.23
Total for 8/25/2022:				386.23
ACH	1123	OR DEPT OF JUSTICE	08/30/2022	627.00
ACH	FED TX	EFT Federal tax dep	08/30/2022	9,726.53
ACH	FICA	EFT EE/ER FICA	08/30/2022	12,514.84
ACH	Medicare	EFT EE/ER Medicare	08/30/2022	2,926.88
ACH	OR ST Tx	EFT Employee Oregon St Tx	08/30/2022	6,486.74
ACH	PERSEE	EFT PERS Employee /Employer Pa	08/30/2022	5,533.00
ACH	PERSER	EFT PERS Employer Paid	08/30/2022	15,318.49
ACH	PERU	EFT PERS Units	08/30/2022	2.48
11594	985	AFLAC	08/30/2022	308.59
11595	077	CIS Trust	08/30/2022	172.55
11596	3618	Office of the Trustee	08/30/2022	550.00
11597	ORSGP	Oregon Savings Growth Plan	08/30/2022	2,400.00
11598	079	Oregon Teamster Employer Trust	08/30/2022	27,165.28
11599	995	Teamsters Local No. 58	08/30/2022	957.00
Total for 8/30/2022:				84,689.38
Report Total (121 checks):				715,097.11

Franchise Agreement  
Between  
Columbia River PUD  
And  
City of Rainier  
2022

## AGREEMENT

THIS AGREEMENT, made, entered and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF RAINIER, a municipal corporation of the State of Oregon, hereinafter referred to as CITY and the COLUMBIA RIVER PEOPLE'S UTILITY DISTRICT, a municipal corporation of the State of Oregon, hereinafter referred to as CRPUD,

### WITNESSETH:

WHEREAS, CRPUD is a utility formed pursuant to ORS 261 operating within the city limits of CITY; and

WHEREAS, CRPUD is authorized by Oregon statue to enter into a franchise agreement with City; and

WHEREAS, CRPUD and CITY desire to enter into a franchise agreement for the mutual benefit of the citizens and businesses within the city limits of CITY as the same now exists, or may be hereafter constituted; and,

WHEREAS, CRPUD and CITY intend a franchise agreement consistent with municipal regulation of utilities under ORS 221.420 *et seq.*, that is not inconsistent with ORS 261, including the payment of franchise fees for use of CITY street rights of way in lieu of a privilege tax;

NOW, THEREFORE, for consideration hereinafter named, CRPUD and CITY agree as follows:

**Section 1.** That CITY gives permission for CRPUD, subject to the terms and conditions hereof, to erect, construct, maintain and operate poles, wires, fixtures, equipment, underground circuits and other property necessary or convenient to supply CITY and the inhabitants thereof and other persons and territory with electric services and products upon, over, along, under and across the streets, alleys, roads and other public ways and places within the corporate limits of CITY as the same now are or hereafter constituted.

All poles, wires, fixtures, equipment, underground circuits and other property owned or in possession of CRPUD now located within the corporate limits of CITY shall be deemed to be covered by the terms of this Franchise Agreement and to be located in accordance therewith, and the location and placement thereof is hereby approved.

**Section 2.** That all rights and privileges hereby granted shall be effective as the date specified above, and shall terminate at the expiration of twenty (20) years from said date, except that in the event CRPUD shall fail, neglect or refuse for thirty (30) days after demand in writing by CITY to perform any or all of the obligations or requirements set forth in this Franchise Agreement to be performed by CRPUD, then the rights and privileges herein granted may be terminated and annulled by the Common Council or other legislative body of the CITY, and CRPUD shall forfeit all rights and privileges hereby granted.

**Section 3.** Before CRPUD may conduct underground work involving excavation or construction or major relocation work in any public right-of-way, property or place, CRPUD shall notify CITY by complying with the rules and regulations adopted by the Oregon Utility Notification Center and shall comply with any special conditions relating to scheduling, coordination and public safety as may be reasonably required by CITY. As a prerequisite to conducting underground work, CRPUD shall obtain an approved right-of-way permit from the CITY except in cases of emergency resulting from any of the following conditions:

“1) Any acts of God, including, but without restricting the generality thereof, lightning, earthquakes, storms, epidemics, and landslides, floods, fires, explosions, or washouts;

“2) Any acts of the enemies of the state, sabotage, wars, blockades, insurrections, riots, civil disturbances, arrests or restraints.”

CITY shall process any permit application filed by CRPUD pursuant to this Section 3 in a timely manner and, at no charge to CRPUD pursuant to Section 12(h).

That CRPUD shall, if requested so to do, file with the CITY Engineer, or other CITY official designated by CITY, maps or sketches showing any proposed construction work to be done by CRPUD within the corporate limits of CITY, and such construction work shall be done in a reasonable, safe manner subject to the approval of the official designated by the Council of CITY and in accordance with requirement of applicable State laws and CITY ordinances.

If requested by CITY, CRPUD shall, as soon as reasonably possible after completion of said construction work, but in no case more than thirty (30) days thereafter, file “as built” drawings showing the location of any construction, extension or relocation of its facilities and services in any public right-of-way, property or place in CITY. Within thirty (30) days from a request of CITY, CRPUD shall provide current updated utility maps either in a hard copy printed form or if CITY maintains compatible data base capability, then by electronic data transfer incorporating completed construction to CITY at no expense to CITY.

**Section 4.** That CRPUD, under the direction of CITY or its properly constituted authorities, may make all necessary excavations in any street, alley, road or other public way or place for the purpose of erecting, constructing, repairing, maintaining, removing and relocating poles and other supports for its wires, conductors, lights or streetlights; and laying, repairing and maintaining its underground conduits and pipes; and for placing, maintaining and operating its wire and conductors. All poles of CRPUD shall

be erected within the right-of-way and at the outside edge of the sidewalk, unless otherwise directed by the proper CITY authorities to another position within the right-of-way.

**Section 5.** That when excavation shall be made pursuant to the provisions of this Franchise Agreement, CRPUD shall restore the portion of the street, alley, road or public way or place to not less than the same condition to which it was prior to the excavation thereof and all work shall be done in compliance with the rules, regulations, ordinance or orders which may be adopted from time to time during the continuance of this Franchise by the Common Council of the CITY or as may be otherwise provide by law.

**Section 6.** Notwithstanding Section 12(g), the CITY shall have the right to cause CRPUD to move the location of any pole whenever the relocation thereof shall be for public necessity, and the expense thereof shall be paid by CRPUD. Said poles and facilities shall be moved by CRPUD within thirty (30) days of written notice from CITY. In the event CRPUD is unable to move such facilities within thirty (30) days, CRPUD may request additional time from the CITY. CITY's consent to CRPUD's request for additional time shall not be unreasonably withheld. For purposes of this Section, the "public necessity" shall mean that the relocation of CRPUD facilities must be required for the safety, or welfare of the entire community and not the welfare of a specific individual or class of persons.

**Section 7.** That nothing in this Franchise Agreement shall be construed in any way to prevent CITY from trenching, grading, paving, planking, repairing, widening, altering, or doing any work that may be desirable on any of the streets, alleys, roads or public ways or places; but all such work shall be done, if possible, in such manner as not to obstruct, injure or prevent free use and operation of said electric utility system of CRPUD. CITY shall maintain clearance from CRPUD facilities in accordance with state and federal regulations. CITY shall provide notice, as early as possible, of any proposed property development or construction near CRPUD's substations or high voltage wires.

**Section 8.** That whenever it shall be necessary in trenching, grading, or in making any other improvement in any street, alley, road or other public way or place, to remove any pole, underground conduit or equipment belonging to CRPUD or on which any light, wire or circuit of CRPUD shall be stretched or fastened, CRPUD shall, upon thirty (30) days written notice from CITY, or its properly constituted authorities, remove such pole, underground conduit, equipment, light, wire or circuit. In the event CRPUD is unable to move such facilities within thirty (30) days, CRPUD may request additional time from CITY. CITY's consent to CRPUD's request for additional time shall not be unreasonably withheld.

**Section 9.** That CITY shall provide CRPUD and others with a minimum ten (10) foot wide non-exclusive utility corridor where there is transmission under-build, and a minimum eight (8) foot wide non-exclusive utility corridor in all new street layouts whenever reasonably possible and shall provide CRPUD and others with the opportunity to review all new street and subdivision designs prior to plat approval by CITY.

**Section 10.** Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the overhead facilities, cables, wires, or other apparatus of CRPUD to permit the passage of any building, machinery or other object, CRPUD will perform such rearrangement on thirty (30) days written notice from the person or persons desiring to move said building, machinery or other objects, if reasonably possible, but additional time shall be given upon the request of CRPUD if it determines that additional time is needed to move such facilities. Said notice shall bear the approval of such officials as the Common Council may designate, shall detail the route of movement of the building, machinery or other objects, shall provide that the costs incurred by CRPUD in making such arrangements will be borne by the person or persons giving said notice and shall further provide that the person or persons giving said notice will indemnify and save CRPUD harmless of and from any and all damages or claims of whatsoever kind or



nature caused directly or indirectly from such temporary arrangement of the utility facilities of CRPUD, and, if required by CRPUD, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by CRPUD.

**Section 11.** That the rights and privileges granted by this Franchise Agreement are granted upon the conditions herein contained and also upon the following considerations and conditions to-wit:

(a) That in consideration of the rights and privileges herein granted, CRPUD shall pay to CITY for each calendar year during the life of this franchise beginning on the effective date, an annual fee of five percent (5%) of the gross revenue from customers with nominal demand less than 1,000 kW and one percent (1%) of the gross revenue from customers with nominal demand greater than or equal to 1,000 kW.

(b) Gross revenue as used in this Franchise Agreement shall be deemed to include any revenue earned within CITY from the sale of electric energy by CRPUD after adjustment for the net write-off of uncollectible accounts computed on the average annual rate for all CRPUD customers and excluding sales of electric energy sold by CRPUD to any public utility when the public utility purchasing such electric energy is not the ultimate consumer. A public utility as defined herein is any individual, partnership, cooperative, corporation or government agency buying electric energy and distributing such electric energy to other customers or users. Gross revenues shall include revenues from the use, rental or lease of operating facilities of CRPUD other than residential type space and water heating equipment. Gross revenue does not include proceeds from the sale of bonds, mortgages, other evidences of indebtedness or securities, energy sales by third party energy providers or revenue from joint pole use.

(c) That in consideration of the agreement of CRPUD to make such payments, CITY agrees that no license, permit fees, tax or charge on the business, occupation or franchise of CRPUD

shall be imposed upon, exacted from or required of CRPUD by CITY during the term of this Franchise Agreement, but this provision shall not exempt the property of CRPUD from lawful ad valorem taxes.

(d) That on or before March 1 of each year during the term of this franchise Agreement, CRPUD shall file with the CITY Recorder a statement under oath showing the amount of gross revenue of CRPUD within CITY on the basis outlined in paragraph (a) herein for the calendar year immediately preceding the calendar year in which the statement is filed. The annual franchise fee for the calendar year in which the statement is filed shall be computed on the gross revenue so reported. Such franchise fee shall be payable annually on or before April 1 in each year. Upon receipt of such annual payment, the CITY Recorder shall issue a receipt.

Any controversy that may arise as to the amount of gross revenue within the meaning of this Franchise Agreement shall be resolved in accordance with the dispute resolution process described below in Section 16. Except in the event that a party has invoked the dispute resolution process described in Section 16, any difference of payment due either CITY or CRPUD through error or otherwise shall be payable within fifteen (15) days of discovery of such error. Except in the event that a party has invoked the dispute resolution process described in Section 16, should CRPUD fail or neglect to pay any of said annual payments provided for in this Section for thirty (30) days after any annual payment shall become due and payable and after thirty (30) days written notice from CITY, CITY, by its properly constituted authority may at its option and without waiving the right to collect earned franchise payments, either continue this franchise or declare a forfeiture of this franchise.

In the event that a party has invoked the dispute resolution process described in Section 16, the final resolution of that process shall control the respective rights of the Parties under this Section. Either party may audit the amount of gross revenue and payment amounts under this Franchise Agreement and request correction for any errors within one (1) year from the date of payment as provided in this section.

After the expiration of one (1) year from the date a payment is made under this Franchise Agreement, the payment shall be deemed final and no further corrections or modifications to the amount paid shall be made or requested.

CITY may inspect the books of account, including computer retrieval information, at any time during CRPUD's business hours and may audit the books, at CITY expense, from time to time but no more frequently than semi-annually.

(e) That CRPUD shall permit CITY to string wires on poles of CRPUD upon signing a Joint Use Agreement acceptable to both parties for municipal fire, police and water departments, and for municipal telephone, fiber optic, telegraph, cable and traffic signal systems and attach to any pole CITY fire alarm and police signals, and ornamental or seasonal lights authorized by CITY, provided that such wires and signals shall be strung so as to interfere as little as possible with the wires of CRPUD and to conform to the provisions of the National Electrical Safety Code; and further, that CITY shall indemnify and hold CRPUD harmless from loss or damage resulting from damage to property or injury or death to CITY employees or the public arising from or connected with the use of said poles by CITY.

(f) That CRPUD shall not during the term of this franchise sell, assign, transfer or convey this franchise without the consent of the Common Council of CITY expressed by agreement first obtained, and that upon obtaining such consent all of the provisions shall inure to and bind the successors and assigns of CRPUD; and whenever CRPUD shall be mentioned in this Franchise Agreement, it shall be understood to include such successors or assigns in interest of CRPUD as shall have been so consented to by the Common Council.

(g) That CRPUD shall render the service hereby authorized to be supplied upon equal terms without unjust discrimination or undue preference to any users with CITY including rates to be charge to CITY by CRPUD for electric services.

(h) That CITY shall provide a procedure for building permit applicants to notify CRPUD about building permits within CRPUD service area at the time of the permit application.

(i) That whenever work is performed in any public right-of-way, property or place, CRPUD shall take all reasonable precautions to minimize interruptions to traffic flow, damage to property or creation of any hazardous condition.

(j) That the facilities of CRPUD shall at all times be constructed, operated and maintained so as to protect and safeguard the health and safety of the public and CRPUD shall observe all rules pertaining thereto including without limitation any revision or edition of the National Electric Safety Code, approved by the American National Standards Institute.

**Section 12.** That CITY shall render the following assistance to CRPUD on request and as CITY resources reasonably permit:

(a) To assist CRPUD in controlling traffic upon CITY streets during emergency procedures, including opening and closing streets to vehicular traffic, erecting barricades, diverting traffic, and police assistance to allow CRPUD's work crews to operate safely and efficiently.

(b) To notify CRPUD of any brush control or tree trimming activities conducted by CITY near CRPUD's power lines and to cooperate, to the extent feasible, in such trimming activities with CRPUD to minimize and share the total amount of trimming costs to the mutual benefit of the Parties.

(c) To provide notice, as early as possible, of any new construction or expansion of existing commercial or industrial properties which may significantly increase the need for electrical power with CRPUD's boundaries. The provision of Electric Service to any new construction or expansion of existing commercial or industrial properties shall be made under CRPUD's adopted rules,

policies and rate schedules, including CRPUD's line extension policy, as amended or superseded from time to time.

(d) To notify CRPUD of any request for new cable franchises or expansion or renewal of existing cable franchises with CITY and to allow CRPUD to participate in all public sessions of such cable franchise negotiations, insofar as attachment of cable or wires to CRPUD's utility poles is concerned. CRPUD may allow use of its poles, in its sole discretion, under a Joint Use or pole attachment agreement acceptable to CRPUD.

(e) To provide advance notice, as early as possible, of any plans to widen streets, relocate public ways, or other major public improvements within CITY which could require poles, wires or other electrical equipment to be moved and to cooperate in arranging for the relocation of such poles, wires and equipment, if relocation is necessary.

(f) To give notice of any plans to vacate a street or roadway or other easement owned by CITY, if CRPUD's equipment, poles or wires are located upon such street, roadway or easement and to cooperate with CRPUD to avoid unnecessary relocation of equipment, poles or wires. In the event of a vacation by CITY, CITY to provide CRPUD the opportunity to obtain a portion of the vacated rights-of-way for a utility easement.

(g) To require that existing facilities in CITY rights-of-way that must be moved, be moved at the expense of the entity requiring the move insofar as CITY shall have the power and authority to require the entity to pay for the moving.

(h) CITY shall waive business license fees and building permits for pole or line installation, repair or relocation above or below ground; however, this does not apply to contractors working within CITY who are required to have CITY licenses and permits.

**Section 13.** That the CRPUD hereby agrees and covenants to indemnify and save harmless CITY and the officers thereof against all damages, costs and expenses whatsoever to which it or they may be subjected in consequence of negligence of CRPUD, or its agents or servants, in any manner arising from the rights and privileges hereby granted.

**Section 14.** That all rights, authority and grants herein contained or conferred are also conditioned upon the understanding and agreement that these privileges in the streets, alleys, roads and other public ways and places of CITY are not to operate in any way so as to be an enhancement of CRPUD's properties or values or to be an asset or item of ownership in any appraisal thereof.

**Section 15.** All new electric utility lines constructed under CRPUD's line extension policy to serve new developments, including lines to streetlights and related facilities, shall be placed underground. In the event CRPUD is unable to reasonably place such facilities underground, CRPUD may request to place such facilities in an alternative location consistent with prudent utility practices, and CITY's consent shall not be unreasonably withheld. However, this under-grounding requirement does not apply to routine maintenance, repair activities, off-site systems upgrades or improvements needed to serve a new development. The under-grounding requirement is subject to the following conditions:

(a) The location of all new facilities shall be placed as outlined in the CITY Public Works Design, if any exist, or as mutually agreed upon;

(b) Prior to placement of any new underground facilities, the CITY Engineer, or other CITY official designated by CITY, shall review and approve the location:

(c) New surface mounted apparatuses such as but not limited to transformers, switches, meter cabinets, protective devices, etc., may be placed above ground; and,

(d) Temporary utility service facilities or transmission lines operating at 35,000 volts or above may be placed above ground.

**Section 16.** In case of any dispute arising under this Agreement which cannot be settled by direct negotiation between senior representatives of each party, the Parties agree that prior to commencing any arbitration to resolve such dispute; they shall first engage the services of a professional mediator to meet with such senior representatives to facilitate a negotiation resolution of the dispute. Either party may request the appointment of a mediator. If the Parties are unable to agree upon a mediator within ten (10) days of such request, either party may request the appointment of a mediator by the Arbitration Service of Portland or a comparable agency. The Parties commit to use reasonable good faith efforts in the mediation process and to complete work with the mediator within thirty (30) days of the mediator's appointment. Each party shall pay one-half of the mediator's fees and expenses and all of its own attorney's fee, costs and expenses.

If the Parties are unable to reach a mediated resolution of their dispute, the Parties agree to submit their dispute to binding arbitration before a single arbitrator. If the Parties are unable to agree upon an arbitrator, either party may request the appointment of an arbitrator by the Arbitration Service of Portland or a comparable agency. In any case, the arbitration shall be conducted under the rules of the Arbitration Service of Portland, unless the Parties otherwise agree. Each party shall pay one-half of the arbitrator's fees and expenses and all of its own attorney's fees, costs and expenses, unless the arbitrator orders otherwise in the interests of justice. The Arbitrator's award may be entered and enforced as a judgment as provided by Oregon law.

Unless otherwise agreed, any mediation or arbitration shall take place in Columbia County, Oregon.

**Section 17.** The Parties agree to comply with all laws and regulations of the United States, the State of Oregon, the CITY and other authorized public authority. If any ordinance/resolution of the respective governing bodies is in conflict with this Franchise Agreement, this Franchise Agreement will govern and control.

**Section 18.** Unless otherwise agreed to in writing, all correspondence shall be addressed to the parties as follows:

If to CRPUD:

General Manager  
Columbia River People's Utility District  
PO Box 1193  
St Helens, OR 97051

If to CITY:

City Administrator  
City of Rainier  
PO Box 100  
Rainier, OR 97048

**Section 19.** This Franchise Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof, including, but not limited to that certain Franchise Agreement between CITY and CRPUD with an effective date of July 1, 2002, which agreement CITY and CRPUD expressly terminate as of the date of this Franchise Agreement.

**Section 20.** This Franchise Agreement may be modified, amended or supplemented only by written agreement executed by both CITY and CRPUD.

**Section 21.** If any provision of this Franchise Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this franchise Agreement, which shall remain in full force and effect. CITY and CRPUD agree to negotiate in good faith to replace any provision held invalid or unenforceable with a valid and enforceable provision that is as similar as possible in substance to the invalid or unenforceable provision.



Executed the date first mentioned above pursuant to authority granted by ordinance/resolution of the respective governing bodies.

APPROVED AS TO FORM BY CITY

APPROVED AS TO FORM BY CRPUD

\_\_\_\_\_

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF RAINIER

COLUMBIA RIVER PEOPLE' S UTILITY DISTRICT

**APPLICATION FOR SERVING ON  
CITIZEN ADVISORY BOARDS/COMMITTEES  
CITY OF RAINIER**

Date: 9-20-22

Name: Nina Pogue

Mailing Address: P.O. Box 657 Rainier, OR 97048

Street Address: 169 East A St, Rainier, OR 97048

Phone Number: 360 442-3927

Email Address: hometown.pizza510@gmail.com

Length of Residency in Rainier: 3 yrs - 6 months

Are You a Registered Voter in the City of Rainier? \_\_\_\_\_

I am interested in serving on one or more of the following Boards/Committees of the City of Rainier: (See back for descriptions.)

- |  |   |
|--|---|
| <input type="checkbox"/> City Council                    | <input checked="" type="checkbox"/> Planning Commission (volunteer) |
| <input type="checkbox"/> Library Board (volunteer)       | <input type="checkbox"/> Budget Committee (volunteer)               |
| <input type="checkbox"/> Park Advisory Group (volunteer) | <input type="checkbox"/> 'A' Street Advisory Committee (volunteer)  |

1. Why are you interested in serving on this Board or Committee?

I like being involved

2. What strengths do you possess to contribute to this Board or Committee?

Communicative & receptive

3. Do you have previous or current experience in community affairs? If so, please explain.

Previous experience

*Thank you for completing this questionnaire and your interest in serving your community.*

An officer appointed by the mayor and city council, the City Administrator plans and directs the activities of all City departments through subordinate department managers and others and acts as the City's Personnel Officer and Chief Administrative Officer. Specific duties include HR, Risk Management, third-party contract administration, records management, serving as the city's budget officer and Elections Official and being the management representative on the Safety Committee.

The administrator is charged with coordinating with the volunteer members of the city council, Planning Commission, Parks Committee, Budget Committee, Library Board, Rainier Economic Development Corporation (REDCO) and others to prepare and staff their meetings and implement policy.

The preferred candidate must have broad knowledge of municipal government organization, power and functions; inter- and intra-governmental relationships; principles and practices of public administration, finance, budgeting, and management; understanding of public processes, regulatory and legal compliance and public records and meeting laws.

A working knowledge of planning practices and Oregon's land use laws is required, as well as experience bargaining with labor unions, engaging in legislative advocacy, drafting ordinances, contracts, IGAs, MOUs and updating municipal codes.

The administrator will also perform media relations, work with the Columbia County Board of Commissioners, representatives of the city's federal delegation and their staff and represent the city's interest as a board member of outside organizations, as well as applying for and administering grants. The candidate is required to be bondable and must have a valid driver's license.

## **LEASE FOR OPERATION OF RAINIER SENIOR CENTER**

THIS LEASE, made and entered into the 1st day of September, 2022, between the CITY OF RAINIER, OREGON, a municipal corporation, hereinafter referred to as “City,” and RAINIER SENIOR CENTER hereinafter referred to as “Operator.”

The parties agree to the following recitals:

- a. The City applied for and received a Community Development Block Grant for the development and construction of the Rainier Senior Center.
- b. Operator acknowledges that it neither has nor makes any claim of ownership of a kind or nature to the real property that is the subject of this Lease known as the Rainier Senior Center.

Based upon the above recitals and the mutual covenants and agreements contained herein, City grants to Operator an exclusive tenancy to operate and manage the Rainier Senior Center building located at 48 W. 7<sup>th</sup> Street, Rainier, Oregon, for the term stated in this Lease and subject to the authority and control of the City and to the conditions of this Lease.

### **TERM:**

The term of this Lease shall commence upon execution of this Lease and continue for sixty (60) months. Either party may request renegotiation of this Lease after twelve (12) months of the term have elapsed.

### **CONSIDERATION:**

As consideration for this Lease, Operator shall maintain operation of the Rainier Senior Center at least Monday through Friday, excluding Public Holidays all year.

### **RENEWAL OF OCCUPANCY:**

The City agrees to discuss with Operator an extension of this Lease for an additional term. Operator shall notify the City in writing of its desire to renew this Lease prior to the first day of the fifty-second (52) month of the Lease. Thereafter, the City, or its designee, and Operator, acting through a designated agent, shall meet to discuss the renewal of this Lease with the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the sixtieth (60) month of the term of this Lease or any subsequent Leases. If agreement has not been reached, Operator shall vacate the premises by the last day of the initial term of the Lease pursuant to SURRENDER AT EXPIRATION, below.

### CONTROL:

The City shall have the ultimate authority to make all decisions with respect to the management and operation of the Senior Center Building and in accordance with the Building Policy as adopted by the Operator and approved by the City.

### REPORTS:

1. Operating Report(s): Operator agrees to have a representative appear before regularly scheduled meetings of the Rainier City Council two times per year to provide a presentation and report regarding the operation of the Senior Center. Each report shall cover the following topics together with any other significant information relating to the Senior Center:
  - a. Condition of premises and anticipated repairs, based on the input from the City's Public Works Director
  - b. Individuals, groups and organizations having used the facilities; and type of use and estimated number of people participating and events held at the facility. The City reserves the right to conduct walk-through inspections as needed, or upon Operator's request. Any inspections done at the City's request will be preceded by a written notice.
  - c. Operator agrees to disclose any proposed capital improvements to the facility, the related costs and any City contributions to enable those improvements.
2. Financial Disclosures: Operator shall make available to the City, immediately upon request, any and all financial records necessary to ensure and confirm Operator's solvency, regulatory compliance and financial ability to uphold the terms of this agreement.
3. List of Officers: Operator shall make available to the City a copy of the Senior Center's list of Officers on July 1<sup>st</sup> of each year. Operator shall provide the City with an updated list of Officers whenever there is a change in a Board position.

### OBLIGATIONS OF OPERATOR:

Operator shall be obligated to pay or provide the following during the term of this Lease:

- a. All taxes upon Operator's personal property on the premises, including fixtures and equipment.
- b. All charges for heat, light, power, and other services or utilities, except sewer, water and garbage service, used in the premises.

- c. All landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations. The City agrees to mow the lawn and the Operator agrees to maintain the flower beds. The City agrees to make any necessary repairs to the parking lot and sidewalks around the facility.
- d. Routine inspections of fire alarms, replacement of batteries emergency exit signs and other signage.
- e. Operator agrees to hold Owner harmless for any other unanticipated expenses not specifically mentioned in this agreement.
- g. Any interior redecorating.
- h. Any repairs necessitated by the negligence or conduct of Operator, Operator's agents, employees, and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.
- i. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection a. of this tenancy entitled USE OF PREMISES.
- j. Maintenance of doors, windows and replacement of glass, if the damage to the glass comes from inside the facility.
- k. All other repairs to premises that the City is not specifically obligated to make.
- m. Proof of workers compensation coverage for any and all persons directly employed by the Operator.

The City shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the City to make repairs as provided for in this Lease shall not mature until a reasonable time after the City has received notice from Operator that the repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to the City at the time of occurrence.

#### OBLIGATIONS OF CITY:

The following shall be the obligation of the City:

- a. Sewer, water and garbage use charges.
- b. Structural repairs, and maintenance and repairs necessitated by structural disrepair or defect.
- c. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction.
- d. All repairs or restoration made necessary by fire or by reason of war, terrorism, or by earthquake or other natural casualty, vandalism, malicious mischief and all other

risks covered by the City's property insurance, with an extended coverage endorsement, in force at the time of loss.

- e. Exterior repairs and maintenance that include roof, gutters, downspouts and exterior walls, including the painting of the exterior walls.
- f. All maintenance and repair of the heating and air conditioning systems.
- g. All maintenance and repair of mechanical and electrical systems.

#### USE OF PREMISES:

The parties understand that the primary purpose for the construction of the Rainier Senior Center was to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities and educational activities. A Building Use and Rental Policy shall be prepared by Operator and submitted to the City for modification, amendment, addition, deletion, approval and adoption. A Public Hearing, after notice to affected parties, will be held prior to the City Council adoption or modification of the Policy. Thereafter, Operator shall also adopt, follow and enforce the same. In connection with the use of the premises, Operator shall:

- a. Conform to all applicable laws and regulations of a public authority affecting the premises and the use thereof and to correct at Operator's expense any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall operator be required to make any structural changes to affect such compliance.
- b. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent the City from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing the City to obtain reduced premium rates for long-life insurance policies, unless the Operator pays the additional costs of the insurance.
- c. Refrain from any use which would be reasonably offensive to the City, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.
- d. Make the Senior Center available at no charge to the City for public and/or other meetings. The City will be subject to the Building Use and Rental Policy.

#### ALTERATIONS:

Operator shall make no improvements or alterations on the premises of any kind without the prior written consent of the City, which consent shall not be unreasonably withheld.

All improvements and alterations performed on the premises by either the City or Operator shall be the property of the City when installed unless the applicable City's consent or work sheets specifically provide otherwise.

### LIABILITY TO THIRD PERSONS:

Except with respect to activities for which the City is responsible, the Operator shall pay as due all valid claims for work done and for services rendered or material furnished to the premises and shall keep the premises free from any liens. If Operator fails to pay any such valid claims or to discharge any lien, the City may do so. The amount paid by the City shall bear interest at the rate of five (5%) percent per annum from the date billed by the City and shall be payable on demand. Such action by the City shall not constitute a waiver of any right or remedy that the City may have on account of Operator's default.

Operator may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay so long as the City's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Operator shall, within thirty (30) days after knowledge of the filing, secure the discharge of the lien or deposit with City cash or a sufficient corporate surety bond or other security satisfactory to the City in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

Operator shall save, hold harmless, indemnify and defend the City from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any valid claim by Operator against the City for injury or damage to Operator or Operator's property for which the City may be liable.

During the term of this tenancy, Operator shall procure and thereafter during the term of this Lease shall continue to carry the following insurance with the City named as an additional insured:

Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 for injury to persons in one occurrence, \$2,000,000 aggregate and \$1,000,000 for damage to property. Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to the City prior to any change or cancellation shall be furnished to the City prior to Operator's occupancy of the property.

### INSURANCE:

The City agrees to insure the Senior Center building, and the Operator agrees to be responsible for its business personal property and premises liability insurance.

### ASSIGNMENT AND SUBLEASE:

No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by



Operator without prior written consent of the City. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. Notwithstanding this provision, Operator may sublet to Senior Nutrition and Pleasure Program (SNAPP) for any period of time not to exceed the Operator's Lease.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain all donations and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in the paragraph entitled "USE OF PREMISES," Operator shall adhere to the City's policies for the use of City facilities by third persons or organizations. In addition, no building use permit shall be issued to an individual, group or organization that will be charging admissions or fees with the primary purpose of private monetary gain. Use of the building will be to further the public good and benefit the community in the arts, social endeavors, and other worthwhile projects.

Certificates of insurance must be obtained and provided to the City for any third-party entities that lease the Senior Center facilities. Any third-party entities that lease the Senior Center facilities must carry event coverage with the Senior Center and the City listed as additional insured.

This Lease shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this Lease.

This Lease shall terminate earlier if at any time Operator breaches any of the terms of this Lease. Such breach shall be specified by the City to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by the City in writing. If the breach has not been remedied within the time specified in this section, notice of termination may be given by the City to Operator in writing at a time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than thirty (30) days from the date of notice of termination.

Operator shall have the same right to terminate this Lease upon a breach of this Lease by the City in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph. The right of either party to terminate this Lease upon its breach shall not constitute the exclusive remedy for such breach, and the injured party shall have the right to recover damages, terminate the Lease or both.

#### SURRENDER AT EXPIRATION:

Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to the City and surrender the premises in first-class condition and broom clean. Alterations constructed with permission from the City shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let

need not be restored, but all repairs for which the Operator is responsible shall be completed to the latest practical date prior to such surrender. The Operator's obligations under this paragraph shall be subordinate to the provisions of the section of this Lease entitled DAMAGE AND DESTRUCTION.

Fixtures.

- a. All fixtures placed upon the premises during the term, other than Operator's trade fixtures, shall, at the City's option become the property of the City. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings, fixtures and equipment shall remain the property of the Operator if placed on the premises by Operator.
- b. If the City so elects, the Operator shall remove any or all fixtures which would otherwise remain the property of the City, and shall repair any physical damage resulting from the removal. If the Operator fails to remove such fixtures and equipment, the City may do so and charge the cost to Operator with interest at five (5) percent per annum from the date of billing. The Operator shall remove all furnishings, furniture, trade fixtures and equipment which remain the property of the Operator. If the Operator fails to do so, this shall be an abandonment of the property, and the City may retain the property and all rights of the Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, the City may elect to hold the Operator to his obligation of removal. If the City elects to require the Operator to remove, the City may affect a removal and place the property in public storage for the Operator's account. The Operator shall be liable to the City for the cost of removal, transportation to storage, and storage, with interest at five (5) percent per annum on all such expenses from the date of billing by the City.
- c. The time for removal of any property or fixtures which the Operator is required to remove from the premises upon termination shall be as follows:
  - 1) On or before the date the Lease terminates because of expiration of the original or a renewal term or upon default.
  - 2) Within thirty (30) days after notice from the City requiring such removal where the property to be removed is a fixture which the Operator is not required to remove except after such notice by the City, and such date would fall after the date on which the Operator would be required to remove other property.

Holdover. If the Operator does not vacate the premises at the time required, the City shall have the option to treat the Operator as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and removal. Failure of the Operator to remove fixtures, furniture, furnishings or trade fixtures and equipment which the Operator is required to remove under this Lease shall constitute a failure to vacate to which this paragraph

shall apply if the property not removed will substantially interfere with occupancy of the premises by another Operator or with occupancy by the City for any purpose including preparation for a new Operator.

If a month-to-month tenancy results from a holdover by the Operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the City given not less than thirty (30) days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

#### MUTUAL TERMINATION:

Notwithstanding any other provision of this lease, either party may terminate this lease upon sixty (60) days written notice to the other party with or without cause.

#### TERMINATION:

In the event of a default, the lease may be terminated at the option of the City by written notice to Operator. Whether or not the lease is terminated by the election of the City or otherwise, the City shall be entitled to recover damages from Operator for the default, and the City may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

#### MISCELLANEOUS:

Non-waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Attorney Fees. If suit or action or arbitration is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the date and year first hereinabove written.

CITY:

**CITY OF RAINIER, OREGON,**

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

**a Municipal Corporation**

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

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

Attested:

By: \_\_\_\_\_  
W. Scott Jorgensen, City Administrator

OPERATOR:

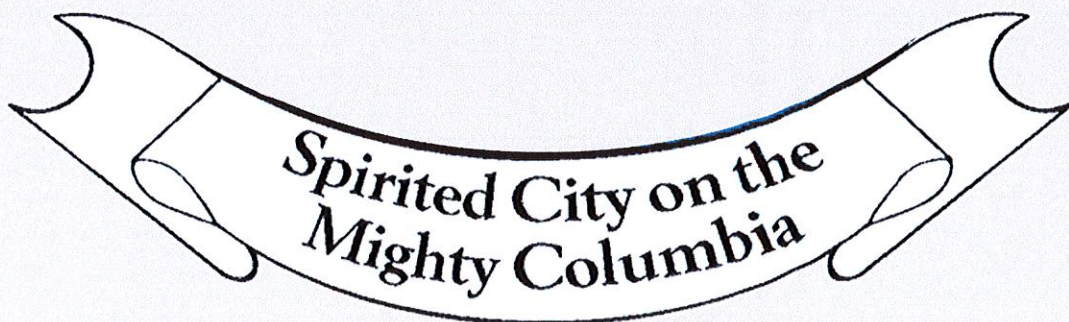
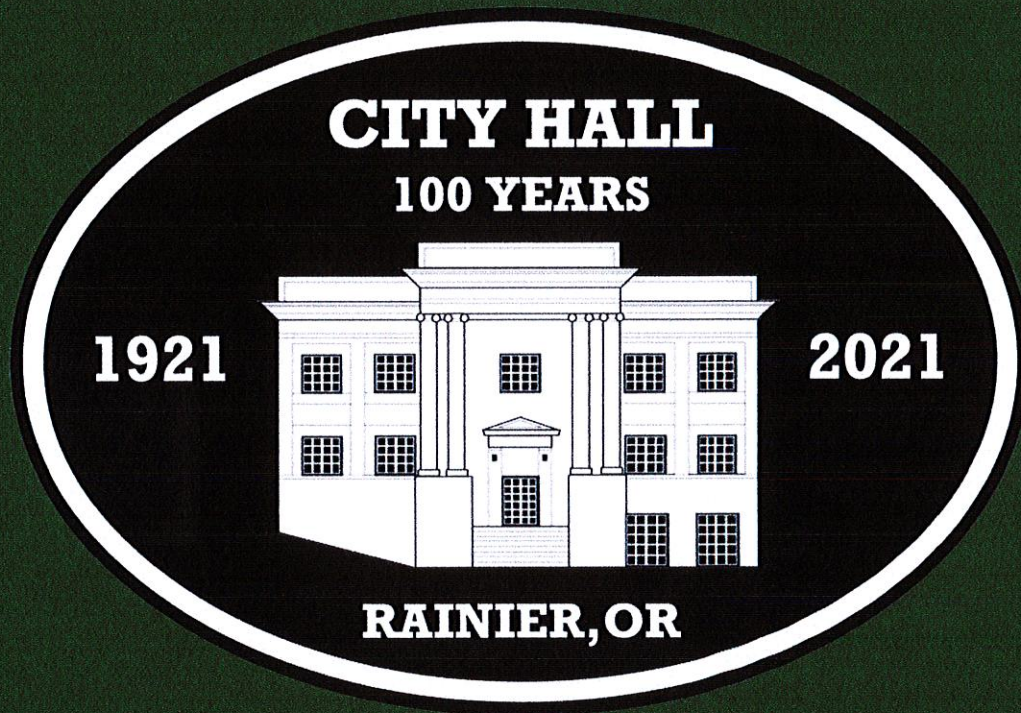
**RAINIER SENIOR CENTER**

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

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

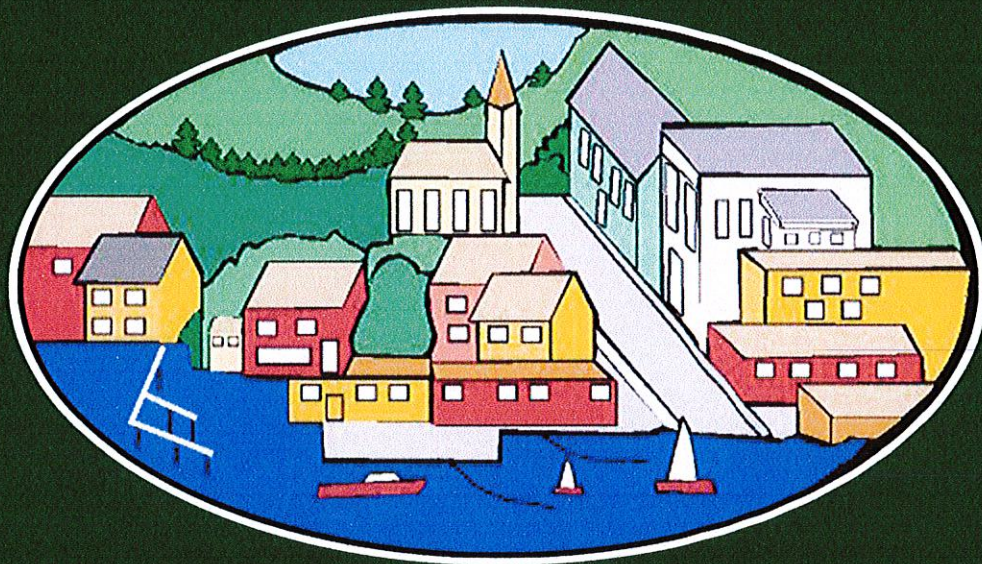


# CITY OF RAINIER





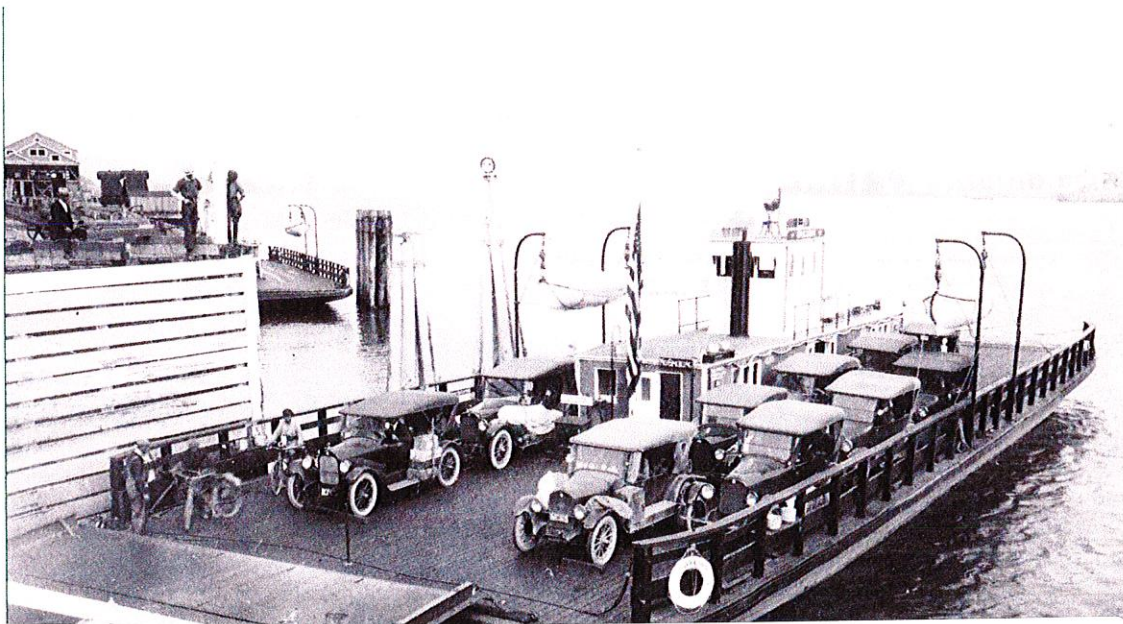
# CITY OF RAINIER



*Spirited City on the  
Mighty Columbia*



# CITY OF RAINIER



*Spirited City on the  
Mighty Columbia*



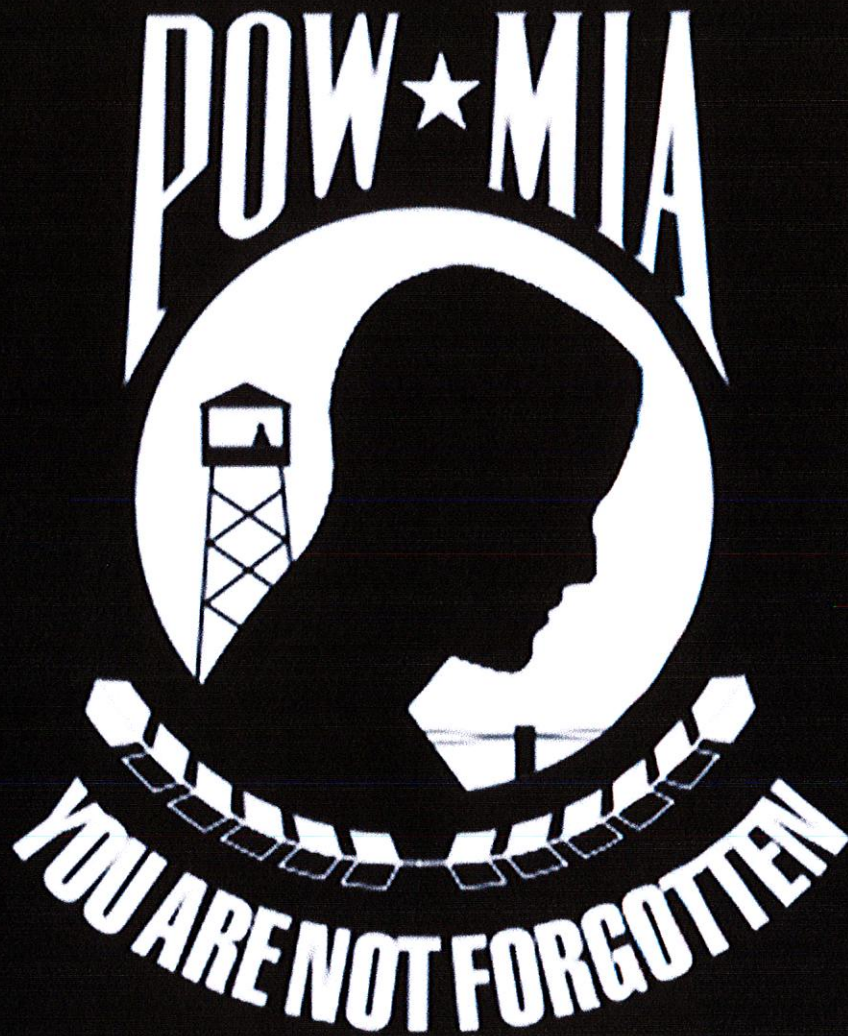
# CITY OF RAINIER



*Spirited City on the  
Mighty Columbia*



# CITY OF RAINIER



*Spirited City on the  
Mighty Columbia*

City Administrator Report  
November 7, 2022 Rainier Council Meeting

Mayor Cole and Members of the Council,

I spent part of October 4 at the Columbia County Assessor's Office working on mapping for the possible urban growth boundary land swap and coordinating on fixing incorrect addresses within city limits. The following day, I put together an updated version of my job description.

On October 12, I returned to the assessor's office to do some research on REDCO matters. I also touched bases with the Columbia County Commissioners and County Clerk Donald Clack about elections issues.

I toured the Mountain Ministry facilities and Riverside Community Church on October 13, and also attended a Rainier Chamber of Commerce meeting and a pre-application conference for the Rainier Oregon Historical Museum project. The next day, I attended the Library Board meeting.

October 17, Finance Clerk Elisha Shulda and I spoke with a representative of the city's contracted auditing firm. I also coordinated with teachers at Hudson Park Elementary School about an October 28 field trip at city hall.

The following day, I met with a representative of the Red Cross about the use of city hall for future blood drives. I've been working on making updates to the city's website.

Sue and I met with More Power Technology Group October 19 to discuss the relocation of the city's computer servers. I submitted a letter of interest the next day to represent the city on the Northwest Area Commission on Transportation.

I worked on obtaining proofs for the downtown banners October 20 and 21 and finalized background checks for library volunteers.

On October 25, Councilor Budge and I met with the city's insurance agent to discuss right of way liability issues. Two days later, I accompanied Mayor Cole to meet with the postmaster.

The school field trip went off without a hitch and was an enjoyable experience for all involved.

Sincerely,

W. Scott Jorgensen, Executive MPA  
City Administrator