

CITY OF RAINIER
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
4/1/2023-4/30/2023

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	382,189.33		
PERS Adjustment			
New Ending Balance	382,189.33	0.00	0.00
			<u>382,189.33</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,354.78			
Ending Balance SHCU 760072-2	411,797.88			
Deposits not Shown on Statement		6,599.74		
Outstanding Cks and Other Debits	47,824.75			
PERS Outstanding	22,738.32			
PERS Adjustment				
Ending Balance	446,152.66	70,563.07	6,599.74	
				<u>382,189.33</u>
				0.00

LGIP STATEMENT SUMMARY				
Beginning Balance	6,920,955.94			
Deposits			13330.58	
Withdrawals		100,000.00		
Interest			21,325.96	
S/C				
Ending Balance	6,920,955.94	100,000.00	34,656.54	
				<u>6,855,612.48</u>

TOTAL CASH 7,237,801.81

GENERAL LEDGER RECONCILIATION
4/1/2023-4/30/2023

	04/01/23				04/30/23	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,458,729.73	209,918.54	207,036.24		2,461,612.03	
20 Debt	364,095.76	0.00	0.00		364,095.76	
30 Sewer	205,591.35	86,499.13	57,194.79		234,895.69	
40 Water	71,050.22	42,119.24	55,045.94		58,123.52	
50 Timber	1,642,232.66	0.00	3,189.08		1,639,043.58	
60 Street	130,693.43	13,311.21	64,171.17		79,833.47	
65	0.00	0.00			0.00	
70	0.00	0.00			0.00	
81 Special Projects	342,000.30	8,822.50	7,284.95		343,537.85	
83 Sewer Capital	1,132,790.99	2,645.00	11,357.74		1,124,078.25	
84 Water Capital	354,165.08	44,321.08	86,802.16		311,684.00	
85 Transportation Capital	546,934.74	0.00	9,236.39		537,698.35	
90 Library Trust	83,203.70	52.11	56.50		83,199.31	
					0.00	
General Ledger Total	7,331,487.96				7,237,801.81	0.00

Completed by: _____ Date: _____ Approved by: _____ Date: _____

City of Rainier
2022/2023 Budget Year
4/30/2023

Budget Compared to Actual-Major Funds

Income/Expense

	2022/2023	4/30/2023	4/30/2023
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,591,980	1,734,287	108.94%
**Expenditures	1,440,361	1,095,318	76.04%

	2022/2023	4/30/2023	4/30/2023
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,487,053	1,263,923	85.00%
Expenditures	1,778,036	1,555,737	87.50%

	2022/2023	4/30/2023	4/30/2023
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	967,000	761,797	78.78%
Expenditures	1,177,491	1,051,448	89.30%

	2022/2023	4/30/2023	4/30/2023
Timber Fund		YTD Actual	YTD % Variance
*Revenue	0	0	0.00%
Expenditures	254,412	70,230	27.60%

	2022/2023	4/30/2023	4/30/2023
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	259,059	241,872	93.37%
Expenditures	453,555	383,704	84.60%

*Excludes Beginning Balance

**Excludes Transfers

City of Rainier
2022/2023 Budget Year
4/30/2023
Budget Compared to Actual-Major Funds
Budget Variance by Appropriation

	2022/2023	4/30/2023	4/30/2023
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,591,980	1,734,287	108.94%
Expenditures			
10 **General Government	91,143	70,461	77.31%
20 City Building Maintenance	17,500	7,100	40.57%
30 Land Use & Development	30,058	22,074	73.44%
50 Library	73,960	50,912	68.84%
60 Attorney	9,600	4,701	48.97%
70 Finance & Administration	49,731	33,723	67.81%
80 Municipal Court	62,585	45,973	73.46%
90 Public Properties	179,423	133,136	74.20%
100 Police Department	926,361	727,239	78.50%
	2022/2023	4/30/2023	4/30/2023
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,487,053	1,263,923	85.00%
Expenditures			
Personnel Services	451,696	375,819	83.20%
Material & Services	315,100	219,888	69.78%
Capital Outlay	7,500	4,289	57.19%
Transfers	955,740	955,740	100.00%
Contingencies	48,000	0	0.00%
	2022/2023	4/30/2023	4/30/2023
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	967,000	761,797	78.78%
Expenditures			
Personnel Services	486,105	406,923	83.71%
Material & Services	212,550	177,900	83.70%
Capital Outlay	7,500	4,289	57.19%
Transfers	462,336	462,336	100.00%
Contingencies	9,000	0	0.00%
	2022/2023	4/30/2023	4/30/2023
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	0	0	0.00%
Expenditures			
Material & Services	90,300	65,941	73.02%
Capital Outlay	14,000	4,289	30.64%
Contingencies	50,000	0	0.00%
Property Purchase Reserve	100,112	0	0.00%
	2022/2023	4/30/2023	4/30/2023
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	259,059	241,872	93.37%
Expenditures			
Personnel Services	68,076	69,516	102.12%
Material & Services	126,150	85,070	67.44%
Capital Outlay	7,500	4,289	57.19%
Contingencies	27,000	0	0.00%
Transfers	224,829	224,829	100.00%

*Excludes Beginning Balance

**Excludes Transfers

Accounts Payable

Checks by Date - Summary by Check Date

User: Elisha
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
12313	3000	ALS Group USA, Corp.	04/05/2023	378.00
12314	2220	Baker & Taylor	04/05/2023	56.50
12315	3847	Bell Imaging	04/05/2023	288.00
12316	978	Bud Clary Ford Hyundai	04/05/2023	27,165.15
12317	241	Carrot-Top Industries	04/05/2023	682.93
12318	673	Cintas Corporation	04/05/2023	278.39
12319	3490	City Fire Protection & Alarm	04/05/2023	623.86
12320	244	Clatskanie PUD	04/05/2023	9,511.29
12321	3506	Columbia 9-1-1 Comm. District	04/05/2023	794.15
12322	120	Construction Specialty	04/05/2023	169.72
12323	3514	Core & Main LP	04/05/2023	3,339.84
12324	043	Cowlitz Clean Sweep Inc	04/05/2023	2,404.00
12325	3831	First Citizens Bank & Trust Co. (CiT)	04/05/2023	125.00
12326	837	Global Security & Comm. Inc.	04/05/2023	74.85
12327	581	Home Depot Credit Services	04/05/2023	1,755.43
12328	3545	InRoads Credit Union	04/05/2023	2,025.04
12329	3545	InRoads Credit Union	04/05/2023	1,236.09
12330	3545	InRoads Credit Union	04/05/2023	795.99
12331	2110	Peter Manning	04/05/2023	75.00
12332	3824	Rian Allen Snider Mirrored Lamp LLC	04/05/2023	5,000.00
12333	3619	Mission Communications, LLC	04/05/2023	239.40
12334	3644	More Power Computers, Inc.	04/05/2023	2,522.35
12335	3025	Northstar Chemical, Inc.	04/05/2023	1,046.75
12336	3817	ODP Business Solutions	04/05/2023	124.45
12337	3186	Pitney Bowes Global Financial Services LI	04/05/2023	143.91
12338	029	Quill Corporation	04/05/2023	80.19
12339	3859	Alejandro Orozco Quintero	04/05/2023	3,025.00
12340	407	Rodda Paint	04/05/2023	187.09
12341	3017	Sharon D. Ross	04/05/2023	141.20
12342	3036	Specialty Concrete	04/05/2023	409.00
12343	135	Star Rentals & Sales	04/05/2023	1,527.80
12344	2126	Sunset Auto Parts, Inc.	04/05/2023	51.44
12345	1054	The Automation Group, Inc.	04/05/2023	238.50
12346	089	USA Blue Book	04/05/2023	521.08
12347	3512	Verizon	04/05/2023	393.28
12348	3577	Wasco County Landfill, Inc.	04/05/2023	919.74
12349	3653	West Yost & Associates, Inc.	04/05/2023	9,465.88
12350	035	Wilcox & Flegel	04/05/2023	397.87
12351	035	Wilcox & Flegel	04/05/2023	570.16
Total for 4/5/2023:				78,784.32
12352	2262	Christina Ishii	04/20/2023	325.00
12353	2050	Columbia County BOC	04/20/2023	75.00
12354	097	Columbia County Treasurer	04/20/2023	186.40
12355	044	Columbia River PUD	04/20/2023	306.52
12356	3513	Comcast	04/20/2023	1,488.65

Check No	Vendor No	Vendor Name	Check Date	Check Amount
12357	3514	Core & Main LP	04/20/2023	2,812.07
12358	2167	Country Media Inc.	04/20/2023	44.95
12359	043	Cowlitz Clean Sweep Inc	04/20/2023	2,966.65
12360	1117	CURRAN-McLEOD, INC.	04/20/2023	7,750.00
12361	111	Day Wireless System	04/20/2023	93.64
12362	3806	Denali Water Solutions LLC	04/20/2023	149.72
12363	3593	Drake's Towing & Recovery	04/20/2023	2,971.00
12364	3570	Engraving Emporium Inc.	04/20/2023	600.00
12365	3341	FERGUSON ENTERPRISES #3007	04/20/2023	10.70
12366	303	Galls, LLC-DBA Blumenthal Uniform	04/20/2023	9.24
12367	053	Grainger	04/20/2023	97.82
12368	222	Hamer Electric, Inc	04/20/2023	6,884.50
12369	2113	Hudson Garbage Service	04/20/2023	220.00
12370	3655	Leeway Engineering Solutions, LLC	04/20/2023	2,121.35
12371	3772	Lower Columbia Engineering LLC	04/20/2023	1,727.35
12372	3021	Marlin Business Bank	04/20/2023	178.98
12373	3623	Bryan McConnell	04/20/2023	179.95
12374	426	NCL of Wisconsin	04/20/2023	1,144.33
12375	182	NW Natural	04/20/2023	277.09
12376	390	OAWU	04/20/2023	135.00
12377	996	Oregon Department of Revenue	04/20/2023	646.60
12378	2244	O'Reilly Auto Parts	04/20/2023	1.12
12379	3156	Peck Rubanoff & Hatfield PC	04/20/2023	198.00
12380	2325	Cynthia L. Phillips	04/20/2023	350.00
12381	3186	Pitney Bowes Global Financial Services LL	04/20/2023	143.91
12382	3186	Pitney Bowes Global Financial Services LL	04/20/2023	182.58
12383	605	Points S Tire Factory	04/20/2023	108.10
12384	3372	Polydyne Inc.	04/20/2023	4,165.99
12385	152	Purchase Power	04/20/2023	552.15
12386	308	Quality Control Services, Inc	04/20/2023	490.00
12387	029	Quill Corporation	04/20/2023	228.15
12388	096	Rainier Police Department	04/20/2023	313.00
12389	3368	Ross Recreation Equipment Inc.	04/20/2023	141.20
12390	3664	SAIF	04/20/2023	12,006.32
12391	033	Sherwin Williams	04/20/2023	833.13
12392	069	Sierra Springs	04/20/2023	90.49
12393	069	Sierra Springs	04/20/2023	57.48
12394	132	SBRK Finance Holdings Inc. Springbrook (04/20/2023	136.00
12395	022	Stephen D. Petersen, LLC	04/20/2023	720.00
12396	3807	TMG Services, INC.	04/20/2023	7,104.47
12397	030	True Value	04/20/2023	239.18
12398	3829	Alexander W, Urling (Skip) Urling	04/20/2023	930.25
12399	101	V O Printers, Inc	04/20/2023	337.15
12400	3512	Verizon	04/20/2023	211.57
12401	306	Waite Specialty Machine, Inc.	04/20/2023	85.00
12402	3653	West Yost & Associates, Inc.	04/20/2023	581.94
12403	035	Wilcox & Flegel	04/20/2023	268.15
12404	035	Wilcox & Flegel	04/20/2023	717.61
12405	052	Wood's Logging Supply, Inc	04/20/2023	63.46
Total for 4/20/2023:				64,658.91
ACH	1123	OR DEPT OF JUSTICE	04/28/2023	627.00
ACH	3832	VEBA	04/28/2023	550.00
ACH	FED TX	EFT Federal tax dep	04/28/2023	9,361.54
ACH	FICA	EFT EE/ER FICA	04/28/2023	12,534.22
ACH	Medicare	EFT EE/ER Medicare	04/28/2023	2,931.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	OR ST Tx	EFT Employee Oregon St Tx	04/28/2023	6,465.13
ACH	PERSEE	EFT PERS Employee /Employer Pa	04/28/2023	6,060.85
ACH	PERSER	EFT PERS Employer Paid	04/28/2023	16,675.01
ACH	PERU	EFT PERS Units	04/28/2023	2.48
12406	985	AFLAC	04/28/2023	152.59
12407	077	CIS Trust	04/28/2023	239.02
12408	3618	Office of the Trustee	04/28/2023	550.00
12409	ORSGP	Oregon Savings Growth Plan	04/28/2023	1,400.00
12410	079	Oregon Teamster Employer Trust	04/28/2023	27,165.28
12411	995	Teamsters Local No. 58	04/28/2023	957.00
Total for 4/28/2023:				85,671.52
Report Total (108 checks):				229,114.75

City of Rainier
Budget Committee Meeting Minutes
May 8, 2023
Rainier Senior Center
6 p.m.

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

Budget Committee Members Present: Connie Budge, Jerry Cole, Robi Dickson, Robert duPlessis, Nick Gratzner, Jeremy Howell, Randall Johnstun, Mike Kreger, Leslie Rist, Denise Watson

Budget Committee Members Absent: Paul Langner, Dena Nordstrom, Ethan Pearson, Tess Pote and Jan Rich

Staff Present: Gregg Griffith, W. Scott Jorgensen and Sue Lawrence

Selection of Budget Committee Chair: Council President Mike Kreger nominated Nick Gratzner to serve as chair. That motion was seconded by Councilor Jeremy Howell and adopted unanimously.

Public Testimony: There was no public testimony at this time.

2023-25 Budget Message: City Administrator W. Scott Jorgensen read the budget message into the record.

Presentation of Proposed 2023-25 Budget: Jorgensen gave an overview of the proposed budget.

Public Testimony on State Revenue Sharing: There was no public testimony at this time.

Motion to approve the 2023-25 Budget by the Budget Committee—Councilor Scott Cooper moved to approve the budget. That motion was seconded by Kreger and adopted unanimously.

Motion to authorize a tax rate of \$5.2045 per \$1,000 assessed valuation—Kreger moved to authorize a tax rate of \$5.2045 per \$1,000 assessed valuation. That motion was seconded by Cooper and adopted unanimously.

Motion to authorize \$503,333 for the Wastewater Treatment Plant debt payment General Obligation Bond—Councilor Connie Budge moved to authorize \$967,200 for the Wastewater Treatment Plant debt payment General Obligation Bond, because it's a two-year budget. That motion was seconded by Kreger and adopted unanimously.

Mayor Jerry Cole moved to adjourn the meeting. That motion was seconded by Howell and adopted unanimously. The meeting was adjourned at 7:13 p.m.

Jerry Cole, Mayor

Attested by: _____
W. Scott Jorgensen, City Administrator

City of Rainier
Regular City Council Meeting
May 1, 2023
6 p.m.
Rainier City Hall

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

Council Present: Connie Budge, Jeremy Howell, Mike Kreger and Denise Watson

Council Absent: Scott Cooper and Robert duPlessis

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; W. Scott Jorgensen, City Administrator

Flag Salute

New Business

- a. Swearing in Councilor Paul Langner—Mayor Jerry Cole administered the oath of office to Councilor Paul Langner. Langner then took his place at the council dais.

Additions/Deletions from the Agenda: There were no additions or deletions from the agenda.

Mayor's Address: Cole congratulated the members of the History Bowl Team winning second place in a national competition and recognized Mark and Vicki Overbay for their 15 years of owning the Cornerstone Café before recently selling the business.

Visitor Comments: Washington Way resident Michael Self said the fire hydrant near his home is still out of service and needing to be fixed. There is also speeding on the street and he would like to see more of a police presence on weekends and evenings. Campers on Washington Way are leaving trash and needles all over the place.

Visitor Comments from Columbia County Sheriff Brian Pixley: Sheriff Pixley asked the council to support Measure 5-290, which is on the ballot for the May 16 election. The sheriff's office is currently underfunded and understaffed. The passage of this four-year levy will fund seven additional patrol deputies and result in faster response times. It will cost 29 cents per thousand dollars in assessed value, or around \$116 per year for a house valued at \$400,000 and will provide \$1.7 million to \$1.8 million for the department. It will take one to two years to recruit and train the new patrol deputies if the measure passes. Council President Mike Kreger moved for the city to provide a letter of support for Measure 5-290. That motion was seconded by Councilor Denise Watson and adopted unanimously.

Consider Approval of the Consent Agenda

Consider Approval of the April 3, 2023 Regular Council Meeting Minutes and Monthly Financial Statements—Kreger moved to approve the consent agenda. That motion was seconded by Councilor Jeremy Howell and adopted unanimously.

New Business

- b. Appointment to Planning Commission—Councilor Connie Budge moved to appoint Jan Rich to the Planning Commission. That motion was seconded by Kreger and adopted unanimously.
- c. RFP for Auditing Services—City Administrator W. Scott Jorgensen said that the city's contract CPA found some inaccuracies in the most recent audit report while working on the upcoming budget. The audit firm that the city currently contracts with had failed to file the last audit in a timely fashion, didn't file for an extension and did not inform the city. Budge moved for the City to request bids from other auditing firms. That motion was seconded by Councilor Paul Langner and adopted unanimously.

7. Unfinished Business

- a. Discussion with Rainier Drainage Improvement Company—Jorgensen said he and Terry Deaton have been talking about this. The RDIC wants to have a committee formed to discuss a memorandum of understanding, with Langer and Councilor Robert duPlessis on it. Jorgensen said he would also like John Slape on it and has discussed it with him. It would probably also be beneficial to have a representative from the Lower Columbia Estuary Partnership and he's spoken with Columbia County Commissioner Margaret Magruder about being on the committee and she has agreed. Budge moved to form the committee as presented. That motion was seconded by Kreger and adopted unanimously. Council agreed by consensus to have a six-month timeline for the committee to do its work.
- b. Second Reading of Ordinance 1089—Prohibiting Camping at Certain Public Properties—Kreger moved to approve the ordinance. That motion was seconded by Howell and adopted unanimously.
- c. Second Reading of Ordinance 1090—Amending Portions of Ordinance 910—Kreger moved to approve the ordinance. That motion was seconded by Budge and adopted unanimously.
- d. Fox Creek Update—Jorgensen said he had a recent meeting about possible funding opportunities and a site visit is scheduled within the next few weeks.

Staff Report—Jorgensen said he's met with officials from the Oregon Department of Transportation about the city's transportation priorities. He and Cole finalized the purchase of a 25-acre property and he served as emcee for the Walk Through History event. Along with Kreger and Cole, he went to the state capitol in Salem to lobby members of the Ways and Means Subcommittee on Capital Construction to lobby for state funding for city projects.

Council Reports

City Calendar/Announcements—The first Budget Committee meeting is scheduled for Monday, May 8 at 6 p.m. at the Senior Center, with REDCO's Budget Committee meeting an hour beforehand at the same location.

Cole adjourned the meeting at 6:51 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

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

**RESOLUTIONS RELATED TO ADOPTION
OF THE 2023-25 BIENNIAL BUDGET**

RESOLUTION NO 23-06-01

WHEREAS, the Budget Committee on May 8, 2023 approved a City Budget,

RESOLUTION ADOPTING THE 2023-25 BUDGET

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City Council of the City of Rainier does hereby adopt the biennial budget for fiscal years 2023-25 in the sum of \$18,995,329 now on file at the City Hall.

RESOLUTION MAKING APPROPRIATIONS

IT IS FURTHER RESOLVED that the amounts for the biennium beginning July 1, 2023 and ending June 30, 2025 are hereby appropriated as follows:

GENERAL FUND

General Government	\$199,845
City Building Maintenance	\$35,000
Land Use and Development	\$67,351
Library	\$156,422
Attorney	\$20,000
Finance & Administration	\$121,924
Municipal Court	\$138,790
Public Properties	\$324,823
Police Department	\$2,071,604
Amounts not allocated to a Program/org. Unit:	
Transfers Out	\$561,500
Operating Contingency	<u>\$600,000</u>
TOTAL GENERAL FUND	<u>\$4,297,259</u>

DEBT SERVICE FUND

Debt Service	<u>\$1,683,900</u>
TOTAL DEBT SERVICE FUND	<u>\$1,683,900</u>

SEWER FUND

Sewer Operations	\$1,594,561
Amounts not allocated to a Program/Org. Unit:	

Transfers Out	\$416,400
Operating Contingency	<u>\$206,868</u>
TOTAL SEWER FUND	\$2,217,829

WATER FUND

Water Operations	\$1,538,239
Amounts not allocated to a Program/Org. Unit:	
Transfers Out	\$238,800
Operating Contingency	<u>\$220,579</u>
TOTAL WATER FUND	\$1,997,618

TIMBER FUND

Timber Operations	\$209,745
Amounts not allocated to a Program/Org. Unit:	
Operating Contingency	<u>\$36,000</u>
TOTAL TIMBER FUND	\$245,745

STREET FUND

Street Operations	\$418,936
Amounts not allocated to a Program/Org. Unit:	
Transfers Out	\$100,000
Operating Contingency	<u>\$70,000</u>
TOTAL STREET FUND	\$588,936

SPECIAL PROJECTS FUND

Special Projects	<u>\$858,015</u>
TOTAL SPECIAL PROJECTS FUND	\$858,015

SEWER CAPITAL IMPROVEMENT FUND

Capital Outlay	<u>\$1,448,990</u>
TOTAL SEWER CAPITAL IMPROVEMENT FUND	\$1,448,990

WATER CAPITAL IMPROVEMENT FUND

Capital Outlay	<u>\$1,008,766</u>
TOTAL WATER CAPITAL IMPROVEMENT FUND	\$1,008,766

TRANSPORTATION CAPITAL IMPROVEMENT FUND

Capital Outlay	<u>\$586,947</u>
TOTAL TRANSPORTATION CAPITAL IMPROV. FUND	\$586,947

LIBRARY TRUST FUND

Materials and Services	<u>\$15,000</u>
TOTAL LIBRARY TRUST FUND	\$15,000

Total Appropriations, All Funds	\$14,949,005
Total Unappropriated and Reserve Amounts, All Funds	<u>\$4,046,323</u>

TOTAL 2023-24 BIENNIAL BUDGET

\$18,995,329

RESOLUTION IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within the district for tax years 2023-2025:

(1) Permanent Rate:

- a. At the rate of \$ 5.2045 per \$1000 of assessed value for the 2023-24 tax year, and
- b. At the rate of \$ 5.2045 per \$1000 of assessed value for the 2024-25 tax year.

(2) General Obligation bonds:

- a. In the amount of \$499,138 for debt service for general obligation bonds for the 2023-24 tax year, and
- b. In the amount of \$497,078 for debt service for general obligation bonds for the 2024-25 tax year.

RESOLUTION CATEGORIZING THE TAX

Subject to the General Government Limitation

2023-24 Permanent Rate Tax..... \$ 5.2045/\$1,000

2024-25 Permanent Rate Tax..... \$ 5.2045/\$1,000

Excluded from Limitation

2023-24 General Obligation Bond Debt Service..... \$499,138

2024-25 General Obligation Bond Debt Service..... \$497,078

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this day of June 5, 2023.

ATTEST:

Jerry Cole
Mayor for the City of Rainier

W. Scott Jorgensen
City Administrator

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

**RESOLUTION DECLARING THE CITY'S
ELECTION TO RECEIVE SHARED
REVENUES FOR FY 2023-24 and 2024-25**

RESOLUTION NO 23-06-02

WHEREAS the City of Rainier includes State Revenue Sharing Funds as a vital part of its biennial budget;

WHEREAS a public hearing before the Budget Committee was held on May 8, 2023, and a public hearing before the City Council was held on June 5, 2023, giving citizens an opportunity to comment on use of State Revenue Sharing.

NOW, THEREFORE, be it resolved that the City Council of the City of Rainier, Oregon, pursuant to ORS 221.770, hereby elects to receive State Revenues for fiscal years 2023-24 and 2024-25.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this 5th day of June, 2023.

Jerry Cole
Mayor for the City of Rainier

Attested:

W. Scott Jorgensen
City Administrator

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RAINIER AND MIRRORED LAMP, LLC

This contract for the City of Rainier library services operation ("Agreement") is made and entered into by and between the City of Rainier, a home rule political subdivision of the State of Oregon, hereafter referred to as CITY, and Mirrored Lamp, LLC, hereafter referred to as CONTRACTOR. The parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide, as required by this agreement, services to CITY, for the following:

- 32 hours per week of library services, including a minimum of two evenings and consistent hours on Saturdays. Those hours will be set in coordination with the Library Board and will be subject to change based on seasonal or community needs;
- Develop and maintain effective working relationships with community members and groups, including but not limited to the Library Board;
- Acknowledge that the Rainier City Council has delegated certain responsibilities to the Library Board under Chapter 2.20 of the Rainier Municipal Code and work with that body to provide services under this Agreement;
- Attend monthly meetings of the Library Board and act as that body's secretary;
- Develop and provide educational and cultural programs of interest to all age groups year-round, in coordination with the Library Board;
- Meet weekly with the City Administrator or designee, who will act as the direct supervisor of the contract and the library services. Meetings may also be scheduled at the request of the City Administrator or CONTRACTOR upon mutual agreement;
- Coordinate with the Library Board on the selection of books and other library materials to be purchased;
- Assist the Library Board and its members with the development of a strategic plan update, to include a community needs survey;
- Coordinate with the Library Board and City Administrator or designee on website and social media updates for the library;
- Coordinate with the Library Board to develop budget recommendations for library programs, supplies and services;
- Work to cultivate a volunteer base for library services;

- Coordinate with the Library Board and its members on the enforcement, establishment and updating of library rules;
- Support the exploration of a Friends of the Library group;
- Support the exploration of grant funding opportunities in coordination with the Library Board;
- Work to follow all state library requirements outlined by the Library Board under the governance of the City Council and City Administrator.

CONTRACTOR shall furnish labor necessary to perform in accordance with the requirements of this Agreement all those services described. CITY agrees to provide CONTRACTOR with reasonable access to its facilities.

2. TERM: The term of this Agreement shall begin on July 1, 2023 and shall continue until June 30, 2025 unless otherwise terminated or amended as provided herein.

3. CONTRACT ADMINISTRATION: The City Administrator of the CITY or their designee shall have the authority to administer this agreement on behalf of the CITY.

4. COMPENSATION AND PAYMENT: In consideration for the rendition of the services described therein, the CITY shall pay CONTRACTOR \$62,700 during contract year 2023-24 and \$65,520 for contract year 2024-25. Any and all purchases of books and other library materials shall be subject to the review of the Library Board and the City Administrator and/or designee

In no event shall the total compensation payable to CONTRACTOR under this Agreement exceed the amount determined.

Compensation for services shall be paid by CITY upon approval of the City Administrator or designee upon review of a properly presented invoice or bill for services performed. The invoice shall be submitted along with a timesheet documenting hours of service during the previous month. CONTRACTOR shall invoice monthly prior to the state of each month and CITY shall submit the invoiced amount to CONTRACTOR within 10 calendar days of submittal.

CONTRACTOR shall not submit billings for, and CITY will not pay, any amount in excess of the maximum compensation amount of this contract.

5. INDEPENDENT CONTRACTOR: CONTRACTOR shall perform the services required by this Agreement as an Independent Contractor. CONTRACTOR shall not be deemed an officer, agent or employee of the CITY and shall not be entitled to any benefits from the CITY that generally are granted by the CITY to its employees, including but not limited to: vacation,

holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, social security, workers compensation, unemployment compensation and retirement benefits. CONTRACTOR shall be responsible for all federal or state taxes and withholdings applicable to any compensation or payments paid to CONTRACTOR, its officers, agents and employees, under this Agreement. CITY shall not be required to make any deductions from compensation payment to CONTRACTOR for these purposes. CONTRACTOR represents and warrants that CONTRACTOR meets the specific independent contractor standards of ORS 670.600.

6. INDEMNIFICATION: CONTRACTOR shall defend, indemnify, reimburse and hold harmless the CITY, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of CONTRACTOR in connection with the performance of any services under this Agreement.

The CITY shall defend, indemnify, reimburse and hold harmless CONTRACTOR, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of the CITY in connection with the performance of any services under this Agreement.

CONTRACTOR shall not be deemed an agent of the CITY under the Oregon Tort Claims Act.

7. REQUIRED AUTHORIZATION TO CONDUCT BUSINESS IN OREGON:

CONTRACTOR shall obtain, and shall maintain, any authorization which may be required by the laws of the State of Oregon for CONTRACTOR to operate in the State of Oregon at all times while performing services under this agreement. CONTRACTOR shall furnish certified copies of any required authorizations to the City Administrator or designee. Failure to obtain any of these shall be grounds for immediate termination of this Agreement by the CITY.

8. BACKGROUND CHECK: CONTRACTOR agrees to submit to a background check. CITY agrees to conduct and pay for the background check.

9. ATTENDANCE: CONTRACTOR agrees to provide timely notice of any closures to the City Administrator. CONTRACTOR agrees that there will be no closure of the library during posted hours of operation without cause or prior written notification of the City Administrator. CONTRACTOR may use substitutes. A list of any potential substitutes shall be required to the City Administrator prior to any substitutes being used. Substitutes and volunteers are subject to background checks. CITY agrees to conduct and pay for background checks for substitutes and volunteers. CONTRACTOR will be responsible for any compensation made to substitutes.

10. TRIMONTHLY ANNUAL REPORTING REQUIREMENTS: CONTRACTOR will provide the CITY with annual reports, three times per year, that will consist of but not limited to patron count, circulation count, web count and copy count and a summary of programs.

11. TRIMONTHLY ANNUAL EVALUATION: CONTRACTOR agrees to have an evaluation conducted three times per year to evaluate the performance of the services under this Agreement with the Library Board and City Administrator or designee.

12. PATRON LIST: CONTRACTOR shall not utilize CITY's patron list, library circulation records, or any other information identifying patrons of the CITY library services for any commercial use. CONTRACTOR shall not make such lists available to any other entity for any reason without the express written consent of the City Administrator or the patron.

13. TERMINATION:

Mutual Consent: This Agreement may be terminated at any time upon mutual consent of both parties.

For Convenience: This Agreement may be terminated by either party upon thirty (30) days' written notice.

14. COMPLIANCE WITH LAW: CITY and CONTRACTOR shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including but not limited to:

Nondiscrimination: CONTRACTOR agrees that no person shall be denied Services or be discriminated against in the provision of Services on the basis of race, color, national origin, sex, religion, handicap or age. Both parties shall comply with 1) Title I of the Civil Rights Act of 1964; 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990 (Pub L No. 101-336); 4) ORS 659A.142; and all regulations and administrative rules established pursuant to those laws; and 5) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

15. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. VENUE: Any claim, suit, action of other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Columbia County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.

17. FORCE MAJEURE: Neither CITY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to

remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

18. WAIVER: No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the CITY to enforce any provision of this Agreement shall not constitute a waiver by the CITY of that or any other provision.

19. SEVERABILITY: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain this particular term or provision held to be invalid.

20. NOTICES: Any communications or notices required under this Agreement shall be given in writing by personal delivery, or by certified mail, return receipt requested, to the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

CONTRACTOR:

CITY:

PO Box 100
Rainier, OR 97048

21. ASSIGNMENT: CONTRACTOR shall not assign or transfer any interest in this Agreement without the CITY's prior written consent.

22. SUBCONTRACTS: CONTRACTOR shall not enter into any subcontracts for any of the Services required under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY's consent to any subcontract shall not relieve CONTRACTOR of any of its duties or obligations under this Agreement.

23. CONFLICTS OF INTEREST: CONTRACTOR shall have no interest, direct or indirect, which will conflict in any manner with the performance of Services under this Agreement.

24. NO THIRD-PARTY BENEFICIARY: The CITY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

25. AMENDMENT: This Agreement may be amended or modified at any time upon the written agreement of both parties, signed and secured in the same form and manner as below.

CONTRACTOR

R. Allen Snider
Mirrored Lamp, LLC

Date: _____

CITY

Jerry Cole
Mayor

Date: _____

Reviewed as to form:

Steve Petersen
City Attorney

INDEPENDENT CONTRACT FORESTRY CONSULTANT

Dated: July 1, 2023, between **City of Rainier, a municipality, (“Owner”)**, whose address is P. O. Box 100, Rainier, OR 97048 and **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 hereinbelow 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 as “Rainier Watershed” in the City of Rainier Zoning Map dated February 2015.
 - b. “The work” to be performed by **Contractor** is described in Exhibit “A” 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 “A”. **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 “A.”
2. **Term, Suspension of Work:**

“The term” of this contract shall begin on July 1, 2023, and shall end on June 30, 2025.
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.

- b. **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.**

4. Consideration, payment

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

5. 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.

6. 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.**

7. 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.
- 8. **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.
- 9. **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.
- 10. **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 “A”

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
- *Development and Completion of a Five-Year Timber Master Plan

B. Keep accurate records

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

Owner's Initial_____

Contractor's Initial_____

Date_____

Date_____

EXHIBIT "B"

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 \$75 per hour (including transportation) starting and ending at the **Owner's** property.

b. **Contractor's** office hours will be billed at \$75 per hour for completing necessary records and forms.

Owner's Initial _____

Contractor's Initial _____

Date _____

Date _____

ORDINANCE NO. 1092

AN ORDINANCE OF THE CITY OF RAINIER TO ALLOW FOR THE REGULATION OF VEHICLES FOR HIRE

5.60.005 Purpose.

The purpose of this chapter is to provide for and promote the safety and welfare of the general public by regulating vehicles for hire within the City of Rainier, as authorized by ORS 221.485 and 221.495. Nothing contained in this chapter is intended or shall be construed to create any liability on the part of the City or its employees for any injury or damage related to any provision of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City or its employees.

5.60.010 Definitions.

A. **City** means the City of Rainier, Oregon.

B. **Driver** means any individual natural person who operates a vehicle for hire within the City.

C. **Person** means any individual natural person, partnership, corporation, unincorporated association or other entity.

D. **Vehicle for hire** means any vehicle used for the ground transportation of passengers for compensation within the City, including taxis and transportation networking company (TNC) vehicles, as well as animal-drawn vehicles and vehicles powered by humans, including but not limited to vehicles such as pedi-cabs. The following motor vehicles are excluded from the definition of vehicles for hire and are exempt from this chapter:

1. School buses operated to transport students;
2. Vehicles used by nonprofit transportation providers solely for elderly or handicapped persons;
3. Vehicles used to provide courtesy transportation at no charge to and from parking lots, hotels, rental offices, retirement homes and the like;
4. Vehicles used to provide ambulance service.

E. **Taxi company** means any person or entity operating one or more vehicles for hire, other than as a driver, regardless of the legal form of the entity and regardless of whether the taxis so operated are owned by the company, or leased, or owned by individual members of an entity. Taxi companies do not include TNCs.

F. Transportation network company or TNC means a company or other entity that exclusively uses an Internet-enabled platform or application to connect passengers with vehicles for hire and/or TNC drivers.

5.60.020 Driver Requirements.

A. All drivers shall be at least 21 years of age and shall possess a valid driver's license, proof of motor vehicle registration and proof of current automobile liability insurance that meets the requirements of this chapter and state law.

B. Every taxi company or TNC shall maintain accurate, current records for all drivers employed by, contracting with or affiliated with the company, including all drivers accessing a company's digital network to operate in the City. The records shall include the driver's name, date of birth, address, social security number, criminal background check results, driver's license information, motor vehicle registration and automobile insurance. These records will be made available to the City promptly on request.

C. Prior to permitting a person to operate as a driver, and annually thereafter, the tax company or TNC shall conduct, or have a qualified third party conduct, a criminal background check. The criminal background check shall include a search of no less than seven years of database history, unless prohibited by law, in which case the duration of the search shall be the maximum number of years permitted by law. The criminal background check shall include local, state and national criminal history databases and all accessible sex offender registries. Any person who is on a sex offender registry or has a record of a felony conviction within the previous seven years may not act as a driver. A record of conviction of any of the following within the previous seven years will also disqualify a person from acting as a driver: crimes involving driving under the influence of alcohol or controlled substances, sexual offenses or crimes involving physical harm or attempted physical harm to a person. The company or its agent shall maintain records of criminal background checks for a period of at least two years. For purposes of this section, the term "conviction" includes convictions, bail forfeitures and other final adverse findings.

D. A tax company or TNC must revoke a driver's authority to operate as a driver for their company if it finds at any time that the standards set forth in this section are no longer being met by the driver. The company shall only reinstate a driver upon a finding by the company that all standards are again being met by the driver.

E. Notwithstanding the standards of this section, upon application by a taxi company or TNC, the Chief of Police has authority to allow a person to act as a driver if the Chief determines public safety would not be compromised.

5.60.030 Insurance Requirements.

A. For all required insurance, taxi companies and TNCs shall provide certificates of insurance naming the City, its officers, agents and employees as additional insured parties and give at least 30 calendar days' notice to the City before a policy is canceled, expires or has any reduction in coverage.

B. Insurance requirements of this section shall be satisfied by insurance issued by a licensed insurer or an eligible surplus lines insurer in the State of Oregon.

C. The insurance limits for both TNCs and taxi companies are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the permit's term, other statutory changes or other changes deemed necessary by the City.

D. Every tax company and TNC shall maintain continuous, uninterrupted coverage for the duration of any operations in the City. Any lapse in insurance coverage, even if later backdated by the insurance company, is a violation of this chapter.

E. Both tax companies and TNCs shall secure and maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for claims arising out of, but not limited to, bodily injury and property damage incurred in the course of operating in the City.

F. Taxi companies operating any motor vehicle shall secure and maintain commercial automobile liability insurance covering those vehicles, with a combined single limit of not less than \$1,000,000 per occurrence for claims arising out of, but not limited to, bodily injury and property damage incurred in the course of operating in the City.

G. TNC Service Periods Defined.

1. Period 1: The TNC driver has logged into the app or is otherwise connected to the TNC's digital network, but has not yet accepted a request for a ride from a passenger. For example, the app is open and the driver is waiting for a match.

2. Period 2: A passenger match has been accepted, but the passenger is not yet picked up (for example, the driver is on the way to pick up the passenger).

3. Period 3: The passenger is in the vehicle.

H. Upon City request, TNCs shall provide proof of current, valid insurance covering all affiliated TNC drivers and vehicles for hire operating for such company and satisfying the minimum requirements of Periods 1, 2 and 3.

I. All TNCs shall maintain and provide the City with proof of the following automobile liability coverages:

1. Primary insurance coverage during Period 1 with minimum liability limits of \$50,000 per person for death and injury, \$100,000 per incident for death and injury and \$25,000 for property damage, plus any other state compulsory coverage.
2. Primary insurance coverage during Periods 2 and 3 with minimum liability limits of \$1,000,000 in combined single limit coverage for death, personal injury and property damage per incident; and \$1,000,000 in combined single limit under/uninsured motorist coverage for death, personal injury and property damage per incident.
3. The required automobile liability insurance shall specifically recognize the driver's provision of TNC and vehicle for hire services and shall comply with the laws of the State of Oregon and/or other applicable governing bodies.

J. TNC drivers shall be responsible for maintaining all personal automobile liability insurance required by State law.

5.60.040 Operational Requirements.

A. TNCs shall maintain records of all trips made by all drivers for at least one year from the date of the trip.

B. All vehicles operating for taxi companies shall be clearly marked as such and shall include the taxi company name, phone number and a vehicle identification number in plain sight.

C. TNCs may not accept street hails and may only accept rides arranged through a TNC's digital network.

D. Taxi companies and TNCs shall implement and maintain at all times a zero tolerance policy on the use of drugs or alcohol applicable to all drivers employed by or affiliated with the company while providing vehicle for hire services. Companies shall provide notice of the zero tolerance policy on their website and/or have it clearly displayed in each vehicle. The notice must include contact information to report a complaint about a driver for possible violations of policy. A company shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero tolerance policy, for at least the duration of the investigation of the complaint.

E. Taxi companies and TNCs must provide reasonable accommodations to passengers with disabilities, including passengers accompanied by a service animal, passengers with hearing and visual impairments and passengers with mobility devices, and must comply with all applicable requirements of the Americans with Disabilities Act.

5.60.050 Audit.

The City may audit taxi company and TNC records once per calendar year to review compliance with this chapter. An audit shall occur at a time and location designated by the City. In addition to an audit, the City may require a company to produce records related to an investigation of a specific allegation of a violation of this Code or other applicable law, or to evaluate a complaint. Production of records for an investigation or to evaluate a complaint does not count toward the once-per-year auditing limit.

5.60.060 Penalties.

A. A violation of this chapter is a Class A civil infraction.

5.60.070 Enforcement.

The City has the administrative authority to implement and enforce this chapter, including adoption of rules, regulations or policies. This provision shall not be construed to abrogate or limit the jurisdiction or authority of the Rainier Police Department or any law enforcement agency.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2023.

Attested:

BY: _____

Jerry Cole, Mayor

BY: _____

Scott Jorgensen, City Administrator

City Administrator Report
June 5, 2023 Rainier Council Meeting

Mayor Cole and Members of the Council,

On April 27, I represented the City at a career fair held at the PCC-OMIC center in Scappoose. I met with Garrett Almann, the western restoration program manager for the Environmental Policy Innovation Center, the following day about funding opportunities for the Fox Creek project.

Along with other city officials, I attended the Mayor's Prayer Breakfast May 2 at the Church of God. A League of Oregon Cities meeting was held at the Masonic Lodge May 5, and I helped facilitate it. I went to Vernonia later that day with City Planner Skip Urling to meet with city officials there.

I attended a Columbia Economic Team meeting May 9 at PCC-OMIC and a Rainier Chamber of Commerce meeting two days later. On May 12, I went to the library board meeting, toured Jack Falls with Mayor Cole and met with officials from Hudson Garbage.

On the evening of May 16, I performed election duties. The following day, I attended a virtual meeting about upcoming Department of Land Conservation and Development (DLCD) grant opportunities.

Travel Oregon held a meeting in Clatskanie on May 18 about how to market your downtown area as a destination. I attended.

City Planner Skip Urling and I met with members of the Columbia County planning staff and representatives of the Department of Land Conservation and Development May 22 regarding the proposed urban growth boundary land swap.

Lastly, I attended the grand opening and ribbon cutting of Cherry Bomb's Café on May 26.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator