

City of Rainier
Regular City Council Meeting
June 27, 2022
6 p.m.
Rainier City Hall

**OPEN SUPPLEMENTAL BUDGET HEARING – ACCEPT PUBLIC COMMENT –
CLOSE SUPPLEMENTAL BUDGET HEARING**

Mayor Jerry Cole opened the hearing on the supplemental budget resolution at 6:04 p.m. City Administrator W. Scott Jorgensen explained that cities do supplemental budgets prior to the end of the fiscal year. Budgets are based on estimates and the actual amounts spent can change based on unforeseen circumstances. For example, there was a fire at the water treatment plant and the city is incurring expenses for repairs. There were also a couple of nuisance abatements that the city paid to have done that weren't in the original budget. No public comment was given. Cole closed the budget hearing at 6:06 p.m.

Cole called the council meeting to order at 6:06 p.m.

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Jeremy Howell, Mike Kreger and Denise Watson

Council Absent: Levi Richardson

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: There were no additions or deletions.

Mayor's Address: Cole recognized the high school trap team for its recent state championship. He also swore in new police officer Phillip George.

Visitor Comments: Candis Forrest thanked the public works crew for their recent work around town. She said that the garden club plans to refurbish the blue star memorial and has the funding to take care of it.

Consider Approval of the Consent Agenda

Consider Approval of the June 6, 2022 Regular Council Meeting Minutes— Councilor Connie Budge moved to approve the consent agenda. That motion was seconded by Council President Mike Kreger and adopted unanimously.

Unfinished Business

- a. IGA with Rainier School District #13 Providing the Contracted Service to Manage the City Library—Budge moved to approve the IGA addendum. That motion was seconded by Councilor Scott Cooper and adopted unanimously. Budge thanked Cole for meeting

with the library board. Under the city's municipal code, that body has responsibilities and input on the hiring and contracting for the librarian position. Library Board Chair Marcia Roberts said that body held a meeting the previous Friday and passed a motion to recommend that the city contract for the library services and review it at the end of the next fiscal year. That was a change from the board's previous recommendation. Budge said the board will be involved in formulating the contract. Cole said the city has been using a contract model, with the service being provided by the school district. The board can help establish the hours of library operation. Jorgensen, the board and Budge as library board liaison will all get together to develop the contract. Councilor Robert duPlessis moved to put out an RFP for library services. That motion was seconded by Cooper and adopted unanimously. The library board will meet on Friday, July 1.

New Business

- a. **KLTV Agreement**—Cole said that what is being proposed is to have a percentage of the franchise fees received by the city from Comcast go towards KLTV instead of paying per televised meeting. KLTV Executive Director Barry Verill said that organization does memorandums of understanding with most of the cities that it provides services to. The cities typically receive around five percent of the revenue from Comcast for its basic services. Most of the MOUs that KLTV has with cities have two or 2.5 percent of those revenues going to KLTV for full service to cover council meetings and other events like graduations. If KLTV is only covering council meetings in Rainier, 1.5 percent would be appropriate, and isn't much more than the city is currently paying. A one-year agreement would work for KLTV. Cole said that under the present arrangement, the city is paying around \$4,000 per year. Under a franchise agreement, council meetings would still be covered, but so would special events like the recent bridge dedication. At 1.5 percent, the amount would be just under \$5,000. Jorgensen said it would basically be a shift. Instead of the city paying KLTV out of the general fund, it would just be receiving less from its franchise agreement with Comcast. Cooper asked who would define what events would be covered. Verrill said council would decide. Cole said KLTV also has remote cameras that could be installed in city hall. Verrill said installing three of them in the council chambers would make it easier for KLTV to cover council meetings. Budge moved to approve a franchise agreement with KLTV. That motion was seconded by Kreger and adopted unanimously.
- b. **Contract Agreement for Planning Assistance with CWCOG**—Cooper moved to approve the agreement. That motion was seconded by Councilor Denise Watson and adopted unanimously.

Cole said he wanted to add the results of a recent traffic study to the agenda. Kreger moved to do so. That motion was seconded by duPlessis and adopted unanimously.

- c. **Consider Approval of Resolution #21-06-04 Resolution Transferring Appropriations for the Fiscal Year 2021-22**—Cooper moved to approve the resolution. That motion was seconded by Kreger and adopted unanimously.
- d. **Award Bid for Security Cameras**—Jorgensen said that the proposal is for a cloud-based system. It could be used by the police department and live streams could be put on the city's website. Staff received a product demonstration, and the vendor did an on-site visit to city facilities to determine the best locations for the cameras. This would also help crack down on vandalism at city-owned facilities. Cooper asked about the facial recognition and license plate reader technologies. Public Works Director Sue Lawrence said some of the cameras would have those. Police Chief Gregg Griffith said the camera

quality is good. Cooper had questions about the cloud storage. Council agreed by consensus to table the matter so Cooper could get more information about the system.

- e. Award Bid for Boat Launch Repairs—Cole asked if the repairs were included in the budget. Lawrence said they would come out of the special projects line item for the fiscal year 2022-23 budget. Cooper moved to award the \$56,000 bid to Bergerson Construction. That motion was seconded by Watson and adopted unanimously.
- f. Traffic Study Results—Cole said there had been concerns about speeding in some areas of town and requests for speed bumps, but that he wanted council to have data to look at. Griffith provided a handout of the speeds his officers clocked at those locations.

8. Executive Session—*The Rainier City Council will hold an executive session under ORS 192.660 (2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.*

Cole, council and staff agreed by consensus to discuss the matter in open session.

9. New Business

- g. Approve Collective Bargaining Agreement with Teamsters Local 58—Jorgensen said the agreement has been approved by the employees in the bargaining unit. He went over the major changes to the proposed three-year agreement. They include a definition of temporary worker and timeframes for investigations of alleged misconduct and disciplinary actions. Under grievance procedures, language for a Joint Conference Board was eliminated and replaced with mediation and arbitration clauses. There's clarification on when call outs begin and on call duty pay went up from \$280 to \$300 per week. Priority vacation requests begin in November instead of January or February. Bereavement leave has been expanded to include part-time employees. The employees covered under the agreement will receive a four percent cost of living adjustment for the first year of the contract and 4.5 percent for the remaining two years. The agreement includes the introduction of a Voluntary Employee Benefit Account for employees, with the city contributing \$50 per month. The section on drug testing allows reasonable suspicion to be documented by a person with appropriate training and does not preclude the city from using a law enforcement officer. The clothing payment has increased from \$275 to \$300 and the agreement can only be re-opened to bargain issues related to safety, not compensation. Kreger moved to approve the CBA. That motion was seconded by Cooper and adopted unanimously.

Staff Report—Griffith gave an overview of recent code enforcement activity and said the police department has focused on nuisances on the streets and at the docks. Officers abated a total of 124 nuisances. They included some involving 18 abandoned vehicles, 23 properties with high grass, four properties with excessive junk and eight with livestock related issues. Griffith said the department has identified three properties that have RVs with people living in them. Letters are being sent to the property owners with copies of the new ordinances. Budge asked if the new ordinances are posted on the city's website. Jorgensen said they are, but he can do a writeup about them. Lawrence said the temporary public works employee started the previous week.

Council Reports—There were discussions about cooling centers and the enforcement of overnight parking at the marina.

City Calendar/Announcements—Cole said that Rainier Days is scheduled to kick off at 3

p.m. July 8, with the parade scheduled for 10 a.m. and fireworks at 10 p.m. on the 9th, with the event concluding July 10. The next REDCO meeting will be 5 p.m. on July 25, with council scheduled for 6 p.m. that day. The Columbia County Fair will take place from July 20 to 24th.

Cole adjourned the regular council meeting at 8 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2022
CITY OF RAINIER

		<u>City of Rainier</u>	
		CURRENT	NEW
RATE	FREQUENCY	RATE	RATE
RESIDENTIAL SERVICES			
WEEKLY			
(1) 35 Gallon Cart Weekly	PER MONTH	\$ 26.23	\$ 28.46
Each Additional 35 Gallon Cart Weekly	PER MONTH	\$ 16.60	\$ 18.01
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 41.33	\$ 44.84
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 36.37	\$ 39.46
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 60.53	\$ 65.68
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 53.27	\$ 57.79
(1) 35 Gallon Cart Weekly - No Recycle <i>(to be used for areas inaccessible to recycle truck)</i>	PER MONTH	\$ 21.83	\$ 23.69
EOW			
(1) 35 Gallon Cart Every Other Week	PER MONTH	\$ 22.25	\$ 24.14
Each Additional 35 Gallon Cart Every Other Week	PER MONTH	\$ 5.48	\$ 5.95
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 26.23	\$ 28.46
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 23.08	\$ 25.04
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 38.42	\$ 41.68
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 33.81	\$ 36.68
MONTHLY			
(1) 35 Gallon Cart OAM	PER MONTH	\$ 8.19	\$ 8.89
(1) 35 Gallon Cart OAM - With Recycle	PER MONTH	\$ 12.59	\$ 13.66
ON-CALL			
(1) 35 Gallon Cart On Call - Garbage Only	PER MONTH	\$ 6.47	\$ 7.02
RECYCLE			
(1) 95 Gallon Recycle EOW - Only Recycle or On Call Garbage		\$ 4.41	\$ 4.78
(1) 95 Gallon Recycle EOW - Additional or OAM Garbage		\$ 4.41	\$ 4.78

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2022
CITY OF RAINIER

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
OTHER RESIDENTIAL			
Res Extra Can/Cart, Bag or Box (32-35 Gal)	PER PICKUP	\$ 6.33	\$ 6.87
Res Every Other Week Off Week	PER PICKUP	\$ 6.47	\$ 7.02
Res Extra Bag (12 Gallon Kitchen Bag)	PER PICKUP	\$ 4.46	\$ 4.84
Res Overfill/Overweight Cart or Can	PER PICKUP	\$ 2.65	\$ 2.88
Res Oversize Can	PER PICKUP	\$ 2.65	\$ 2.88
Res Special Trip Off Day	PER PICKUP	\$ 20.00	\$ 21.70
Res Walk In Fee	PER PICKUP	\$ 4.64	\$ 5.03
Res Drive In Fee	PER MONTH	\$ 4.64	\$ 5.03
Drive-In Additional 100Ft Increments	PER MONTH	\$ 2.32	\$ 2.52
Res Restart Fee - Includes Cart Re-delivery	ONE TIME	\$ 25.00	\$ 25.00
Returned Check Fee	ONE TIME	\$ 20.00	\$ 20.00
Res Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.15	\$ 1.25

DROP BOX

20 Yard Dropbox Haul (\$300 DEPOSIT)	PER PICKUP	\$ 173.00	\$ 188.00
30 Yard Dropbox Haul (\$350 DEPOSIT)	PER PICKUP	\$ 203.00	\$ 220.00
40 Yard Dropbox Haul (\$375 DEPOSIT)	PER PICKUP	\$ 232.00	\$ 252.00
Daily Rental Fee (After 1 Week with no dump)	PER PICKUP	\$ 6.96	\$ 7.55
Pass Through Disposal Fee (Includes 5% Franchise Fee)	PER TON	\$ 93.05	\$ 106.28
RO Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.15	\$ 1.25

COMMERCIAL

Temp 2 Yard Container (First 7 Days)	PER PICKUP	\$ 73.35	\$ 79.58
Comm Daily Rental Fee (After 7 Days)	PER DAY	\$ 2.32	\$ 2.52
Comm Container Overfill/Overweight	PER YARD	\$ 15.80	\$ 17.14
Comm Container Extra Yardage Fee	PER PICKUP	\$ 15.80	\$ 17.14
Comm Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.15	\$ 1.25
Return Trip Charge - Business	PER PICKUP	\$ 20.00	\$ 20.00

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2022
CITY OF RAINIER

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
BULKY			
TIRE under 16" no/rim	PER PICKUP	\$ 7.22	\$ 7.83
TIRE under 16" w/rim	PER PICKUP	\$ 17.25	\$ 18.72
HOT WATER HEATER	PER PICKUP	\$ 38.84	\$ 42.14
SM MATTRESS	PER PICKUP	\$ 12.77	\$ 13.86
M/LG MATTRESS	PER PICKUP	\$ 19.42	\$ 21.07
Small Furniture	PER PICKUP	\$ 15.15	\$ 16.44
*Table, Chair - doesn't fit in cart			
Medium/Large Furniture	PER PICKUP	\$ 30.53	\$ 33.13
*Couch, lounge chair			
Small Appliance	PER PICKUP	\$ 15.34	\$ 16.64
*Microwaves, stoves, etc.			
Medium/Large Appliance	PER PICKUP	\$ 30.71	\$ 33.32
*Remove motors from washer/dryer, dishwasher, stove			
*No refrigerators or freezers, freon or compressors			
WEEKLY			
(1) 35 Gallon Cart Weekly Business	PER MONTH	\$ 21.83	\$ 23.69
Each Additional 35 Gallon Cart Weekly Business	PER MONTH	\$ 16.59	\$ 18.00
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 36.92	\$ 40.06
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 32.49	\$ 35.25
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 60.53	\$ 65.68
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 53.27	\$ 57.79
EOW			
(1) 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 17.84	\$ 19.36
Each Additional 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 13.83	\$ 15.01
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 30.17	\$ 32.74
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 26.55	\$ 28.81
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 49.47	\$ 53.67
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 43.53	\$ 47.23
OTHER COMMERCIAL			
(1) 35 Gallon Cart OAM Business	PER PICKUP	\$ 8.19	\$ 8.89
(1) 35 Gallon Cart On Call Business	PER MONTH	\$ 6.47	\$ 7.02
Comm Overfill/Overweight Cart Business	PER PICKUP	\$ 2.65	\$ 2.88
(1) 95 Gallon Recycle EOW - 1st Cart	PER MONTH	\$ 4.41	\$ 4.78
Comm Additional 95 Gallon Recycle Cart - EOW	PER MONTH	\$ 3.88	\$ 4.21

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2022
CITY OF RAINIER

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
CONTAINER SERVICE			
1 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 39.55	\$ 42.91
1 Yard Every Other Week Service	PER MONTH	\$ 76.81	\$ 83.34
1 Yard Container Weekly Service	PER MONTH	\$ 111.81	\$ 121.32
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 251.88	\$ 273.30
1.5 Yard Every Other Week Service	PER MONTH	\$ 106.36	\$ 115.41
1.5 Yard Container Weekly Service	PER MONTH	\$ 155.06	\$ 168.24
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 294.05	\$ 319.04
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 450.83	\$ 489.15
2 Yard On Call - Additional Pick Up	PER PICKUP	\$ 58.13	\$ 63.07
2 Yard Every Other Week Service	PER MONTH	\$ 146.00	\$ 158.41
2 Yard Container Weekly Service	PER MONTH	\$ 212.73	\$ 230.81
2 Yard Container 2x Weekly Service	PER MONTH	\$ 425.45	\$ 461.61
2 Yard Container 3x Weekly Service	PER MONTH	\$ 600.72	\$ 651.78
2 Yard Container 4x Weekly Service	PER MONTH	\$ 789.69	\$ 856.81
2 Yard Container 5x Weekly Service	PER MONTH	\$ 988.00	\$ 1,071.98
3 Yard Container 1x Weekly Service	PER MONTH	\$ 309.04	\$ 335.31
3 Yard Container 2x Weekly Service	PER MONTH	\$ 574.39	\$ 623.21
3 Yard Container 3x Weekly Service	PER MONTH	\$ 830.59	\$ 901.19
4 Yard Container 1x Weekly Service	PER MONTH	\$ 389.85	\$ 422.99
4 Yard Container 2x Weekly Service	PER MONTH	\$ 784.52	\$ 851.20
4 Yard Container 3x Weekly Service	PER MONTH	\$ 1,128.98	\$ 1,224.94
4 Yard Container 4x Weekly Service	PER MONTH	\$ 1,473.46	\$ 1,598.70
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,818.00	\$ 1,972.53
6 Yard Container 1x Weekly Service	PER MONTH	\$ 572.89	\$ 621.59
6 Yard Container 2x Weekly Service	PER MONTH	\$ 1,252.12	\$ 1,358.55
6 Yard Container 3x Weekly Service	PER MONTH	\$ 1,526.11	\$ 1,655.83

**INDEPENDENT CONTRACT
FORESTRY CONSULTANT**

Dated: July 1, 2022, 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, 2022, and shall end on June 30, 2023.

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 _____

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

RESOLUTION #22-07-01

**A RESOLUTION AUTHORIZING THE ADOPTION
OF A HEALTH REIMBURSEMENT ARRANGEMENT (HRA) PLAN**

WHEREAS, the City of Rainier has determined that it is in the best interest of the City and its employees to adopt a health reimbursement arrangement (HRA) plan, which provides tax-free, defined contribution accounts for employees to reimburse qualified medical, dental, vision and tax qualified long-term care premiums and non-covered healthcare expenses of the employees and their qualified dependents; and

WHEREAS, the Voluntary Employees' Beneficiary Association Trust for Public Employees in the Northwest ("Trust") offers and administers an HRA plan (the HRA VEBA Plan) with one or more types of HRA coverage for the benefit of participating employers who adopt the Plan and Trust and their employees and plan participants; and

WHEREAS, the City desires to adopt the HRA VEBA Plan and to use the services of the Trust to administer its HRA plan; and

WHEREAS, eligibility of employees for contributions to the HRA VEBA Plan is determined based upon policies of the City, collective bargaining agreements, and applicable law; and

WHEREAS, the HRA VEBA Plan will be administered in accordance with the Plan documents provided by the Trust, as amended from time to time.

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

Section 1. The City hereby elects to adopt and participate in the HRA VEBA Plan and Trust for the benefit of eligible employees as defined by City policies or collective bargaining agreements.

Section 2. The Plan will be funded with City contributions, determined from time to time pursuant to policies of the City, collective bargaining agreements, and applicable law, and will be further subject to the terms and conditions set forth in the Plan documents and policies and procedures of the HRA VEBA Plan and Trust.

Section 3. The City Administrator, or designee, is authorized to execute documents and establish procedures and provide direction to any Plan representatives, service providers, and advisors, consistent with Plan and Trust provisions and applicable Employer policies and collective bargaining agreements and as necessary to effect the adoption and administration of the Plan.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this _____ day of _____, 2022.

Attested:

Jerry Cole, Mayor

W. Scott Jorgensen, City Administrator

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

RESOLUTION #22-07-02

**A RESOLUTION AUTHORIZING A LOAN FROM THE SAFE DRINKING WATER
REVOLVING LOAN FUND
BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON
INFRASTRUCTURE FINANCE AUTHORITY**

The City Council of the City of Rainier finds:

A. The City is a community water system as defined in Oregon Administrative Rule 123-049-0010.

B. The Safe Drinking Water Act Amendments of 1996, Pub.L. 104-182, as amended (the “Act”), authorize any community or nonprofit non-community water system to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Safe Drinking Water Revolving Loan Fund.

C. The City has filed an application with the OBDD to obtain financial assistance for a “safe drinking water project” within the meaning of the Act, and the OBDD has approved the City’s application for financial assistance.

D. The City is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number S22004, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

E. Notice relating to the City’s consideration of the adoption of this Resolution was published in full accordance with the City’s charter and laws for public notification.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rainier as follows:

1. Financing Loan Authorized. The City Council of the City of Rainier authorizes the City Administrator to execute the Financing Contract (the “Financing Documents”) and such other documents as may be required to obtain financial assistance including a loan from the OBDD on the condition that the principal amount of the loan from the OBDD to the City is not more than \$20,000 and the interest rate is not more than 1.06% if contract conditions are met (and 1.70% if not met). The proceeds of the loan from the OBDD must be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the City are payable from the sources described in Section 4 of the Financing Contract and the Oregon Revised Statutes Section 285A.213(5) which include:

- (a) Revenue from the City’s water system, including special assessment revenue;
- (b) Amounts withheld under subsection 285A.213(6);
- (c) The general fund of the City;
- (d) Any combination of sources listed in paragraphs (a) to (c) of this subsection; or

(e) Any other source.

3. Additional Documents. The City Administrator is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to obtain financial assistance from the OBDD for the Project pursuant to the Financing Documents.

4. Tax-Exempt Status. The City covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the City pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The City Administrator of the City may enter into covenants on behalf of the City to protect the tax-exempt status of the interest paid by the City pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or their bond counsel to protect the tax-exempt status of such interest.

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this _____ day of _____, 2022.

Attested:

Jerry Cole, Mayor

W. Scott Jorgensen, City Administrator

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF RAINIER AND -----

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 -----, 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 August 1, 2022 and shall continue until June 30, 2023 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 \$---- during contract year 2022-23. For contract year 2022-23, 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

By: _____

Date: _____

CITY

W. Scott Jorgensen
City Administrator

Date: _____

Reviewed as to form:

Steve Petersen
City Attorney

DRAFT



Proposal for Contracted Library Services

Submitted to the **City of Rainier, Oregon**

Prepared by **Allen Snider, Mirrored Lamp LLC**

Proposal № **22230144001rcl01**

July 20, 2022

As understood from the public RFP and through discussions with City Administration, the City of Rainier is seeking a contracted Library Director for part of Fiscal Year 2022–23. This document outlines the municipal library services currently offered by Mirrored Lamp LLC, along with the proposed fees for such services.

SCOPE OF SERVICES OFFERED

- ❖ Provide 32 hours per week of library service (including two evenings and consistent Saturday hours) as set in coordination with the Library Board
- ❖ Develop and maintain working relationships with community members and organizations, including the Library Board and its members
- ❖ Work closely in coordination with the Library Board to fulfill its responsibilities as delegated by the City Council
- ❖ Attend and record monthly Library Board meetings as its Secretary
- ❖ Develop and provide year-round cultural and educational programs of interest to all age groups
- ❖ Meet weekly with City Administration, with additional meetings as scheduled at the request of the City Administrator or Mirrored Lamp LLC
- ❖ Coordinate with the Library Board on books and other library materials to be purchased
- ❖ Assist the Library Board in updating the library’s strategic plan (including a community needs survey)
- ❖ Coordinate with the Library Board and City Administration on social media and web updates
- ❖ Work with the Library Board to develop budget recommendations for library programs and services
- ❖ Cultivate a library volunteer base, in conjunction with the Library Board and its members
- ❖ Support the development of a nonprofit Friends of the Library group
- ❖ Coordinate with the Library Board on the establishment, updating, and enforcement of library rules and policies
- ❖ Explore grant funding opportunities in conjunction with the Library Board and its members
- ❖ Work to follow state library requirements, under the guidance of the Library Board, City Council, and City Administration
- ❖ Adhere to the professional principles expressed in the *ALA Library Bill of Rights* [see attached] and consistent with the Rainier City Library’s stated mission *to provide diverse learning opportunities to the Rainier community*

PROPOSED FEES

These fees reflect municipal library services requested by the City of Rainier, as discussed with City Administrator Jorgensen in July 2022.

A flat budgeted rate of \$55,000.00 for Contracted Library Services during Fiscal Year 2022–23*

	Monthly Rate	Months	Total
<i>Fees for Services Rendered, FY 2022–23</i>	\$ 5000	11	\$ 55000

* Specific contracted term starting on **2022-08-01** and ending at the close of **2023-06-30**

ABOUT MIRRORED LAMP LLC

Mirrored Lamp LLC is founded, owned, and operated by R. Allen Snider

For almost two decades, Allen has worked across disciplines at the intersection of humanities and technology. Today, Mirrored Lamp LLC is the locally-registered vehicle for Allen’s continued calling to make knowledge accessible for everyone.

Providing information services to diverse communities and organizations

Allen approaches the design and implementation of services and interactions from a perspective that puts people first.

To reflect on the past, to illuminate the present, and to design a more humane future

Allen’s very first library card was from the Ledding Library of Milwaukie, Oregon in the early 1990s. He has also happily held a Rainier City Library card as a patron since July 2021.

Allen Snider

LANGUAGE, DESIGN, EMPATHY

RELEVANT EMPLOYMENT

- Present**
07/2017 | **Founder & Designer**
Mirrored Lamp Interactive ☺ Rainier, OR
 - Re-platformed website, inventory, and sales channels to Shopify from Etsy and Square, integrated SEO with Google Analytics & Search Console, consulted on newsletter & social media strategy for [Woodland Teatime](#)
 - Built custom WordPress site with 1200+ total visitors & 68 average monthly views, [Gold Room Salon](#)
- 05/2020**
01/2020 | **Service Deli Clerk**
Safeway ☺ Seaside, OR
 - Worked as part of a 12 member team, trained new hire, performed daily closing duties
 - Pivoted between 8+ stations including POS, hot & cold cases, food prep.
- 11/2019**
10/2018 | **Fulfillment Center Associate**
Amazon Fresh ☺ Kent, WA
 - Trained 12+ new associates, presented at Lean management gemba meetings, adopted light IT tasks
 - Received 1000+ grocery items above daily KPIs through 7 temperature zones using scanners & voice interface
- 11/2019**
05/2018 | **Salesclerk**
Nearsighted Narwhal on 6th ☺ Tacoma, WA
 - Created new product entries, edited existing inventory, processed payments with Square
 - Built relationships between local artists & customers
- 07/2017**
10/2015 | **UX Design & QA Intern**
Earth Economics ☺ Tacoma, WA
 - Tested complex mission-critical web application, the Ecosystem Valuation Toolkit, through multiple agile sprints
 - Produced UX design deliverables, including UI mockups & whiteboard sessions

EDUCATIONAL EXPERIENCES

- 2017**
2015 | **Master of Sciences capstone, Information Management**
Information School, University of Washington ☺ Seattle, WA
 - UX design for Service Award winner [CaptikwL](#), helping teach the indigenous Okanagan language
- 2015**
2013 | **Master of Arts all-but-thesis, Classical Languages**
Graduate School, University of Georgia ☺ Athens, GA
 - Taught for the Franklin College Writing Intensive Program & one of the largest Latin departments in the U.S.
- 2013**
2010 | **Bachelor of Arts with Honors, Classics**
College of Arts & Sciences, University of Washington ☺ Seattle, WA
- 2004**
2000 | **High School Diploma with Honors**
Milwaukie High School ☺ Milwaukie, OR

SELECTED SKILLS

- Research, editing, writing, linguistics, education, teaching, tutoring, public speaking, presenting, critical thinking
- Design & development software: iOS, Office (Word, Excel, PowerPoint), iWork (Pages, Numbers, Keynote), Adobe Photoshop, Xcode, HTML, CSS, Javascript, React, Ruby on Rails, vim
- Data entry, transcription, collection, verification, digitizing, archiving, visualization, SQL, JSON, XML
- Information architecture, human-centered design, ideation, taxonomy, sketching, mapping, sorting, personas, scenarios, prototyping, troubleshooting, usability, storyboarding, wireframes, color, typography
- Remote, in-office & hybrid collaboration using Dropbox, iCloud, Jira, Zoom, Skype, Slack, SharePoint, Google Docs, git
- Shelving, receiving, cataloging, tagging, stocking, fulfillment, inventory management, LibraryThing, TinyCat, LMS (Canvas, Catalyst, Vista, D2L)
- Creating purchase orders & shipping labels, generating barcodes using professional printers
- Cashiering, food handling, warehouse safety & operations, lifting 40+ lbs.
- Organic farming, permaculture, small woodlot management, gardening

GETTING IN CONTACT

- [allensnider.com](#)
- [in/rallensnider](#)
- [hello@allensnider.com](#)
- [503-752-3674](#)
- Clatskanie, OR, USA
- PO Box 712
Rainier, OR 97048

Allen is a lifelong learner with expertise in multiple domains & a passion for building accessible projects that have real impact.

Seasoned life of man preserved and stored up in books — Milton [1644]. This résumé was typeset by me using HTML & CSS — see [tinyurl.com/gitAllensResume](#) Last revised — 2022

THE LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

- I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.
- II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.
- III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.
- IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.
- V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.
- VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.
- VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

[Source](<https://www.ala.org/advocacy/intfreedom/librarybill>)

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

Date: June 20, 2022

Name: Sharon Erdman

Mailing Address: Erdman.Sharon@yahoo.com

Street Address: 712 west 'C' st

Phone Number: 360-431-3025

Length of Residency in Rainier: 32 yrs

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 type="checkbox"/> Planning Commission (volunteer) |
| <input checked="" 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 worked for the Longview School district for 22 year, and my positions allowed me to support students, with their literacy skills.
2. What strengths do you possess to contribute to this Board or Committee?
I am a good listener.
I believe in the importance of literacy in all ages --
and I enjoy reading.
3. Do you have previous or current experience in community affairs? If so, please explain.
I have not engaged in local affairs.

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



Bid Proposal for City of Rainier Fir St Mainline replacement

CUSTOMER

CITY OF RAINIER

106 W "B" STREET
RAINIER, OR 97048

Job

City of Rainier Fir St Mainline replacement
Bid Date: 07/18/2022
Bid #: 2443372

CONTACT

Sales Representative

Joe Rowinski
(M) 503-680-3472
(T) 503-620-9123
(F) 503-684-7213
Joe.Rowinski@coreandmain.com

Core & Main

6720 McEwan Rd
Lake Oswego, OR 97035
(T) 503-620-9123

TES

NO



Bid Proposal for City of Rainier Fir St Mainline replacement

CITY OF RAINIER
Bid Date: 07/18/2022
Core & Main 2443372

Core & Main
 6720 McEwan Rd
 Lake Oswego, OR 97035
Phone: 503-620-9123
Fax: 503-684-7213

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	600	6 PVC C900 DR18 PIPE (G) 20' PC235	FT	17.28	10,368.00
20	1	3'0" TR MJ MED HYD LA A NUT & 5 PUMPER	EA	3,029.43	3,029.43
30	2	6 F6100 MJ RW GV OL ON L/ACC CLOW GATE VALVE EPOXY COATED W/STAINLESS STEEL BOLTS & NUTS	EA	1,051.63	2,103.26
40	1	6 FOSTER ADPT 6FA-BC USA	EA	132.97	132.97
50	1	6 MJ CAP C153 USA	EA	74.31	74.31
60	2	6 MJ 45 C153 IMP	EA	108.43	216.86
70	2	CONCRETE PIER BLOCK	EA	9.26	18.52
80	300	1X300' CTS PE TUBING 250 PSI PE4710 NSF SDR-9 S2737 BLUE	FT	0.47	141.00
90	8	202NS-0690 RM 6X1 IP NYL SAD	EA	136.53	1,092.24
100	8	FB1100-4QNL 1 BALL CORP STOP MIPXQJ CTS NO LEAD	EA	95.68	765.44
110	20	#52 1 SS INSERT F/CTS PE	EA	2.51	50.20
120	2	12GA COP WIRE SOLID BLUE 500'	RL	73.15	146.30
130	1	5# BOTTLE CHLORINE GRAN	EA	27.84	27.84
140	12	6 SURE STOP LOCKING GASKET	EA	114.27	1,371.24
Sub Total					19,537.61
Tax					0.00
Total					19,537.61

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD

TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

VALAR Consulting Engineering
12042 SE Sunnyside Road #357
Clackamas, OR 97015
(503) 758-8092

ENGINEERING SERVICES AGREEMENT

DATE: June 28, 2022

PROJECT NUMBER: 22070

CLIENT: Ms. Sue Lawrence
City of Rainer – Public Works
106 West B Street
Rainer, Oregon 97048

PROJECT NAME: Rainer Shop Building
Renovation and Seismic Upgrade

ADDRESS: West A
Rainer, Oregon 97048

SCOPE OF PROFESSIONAL SERVICES: Design efforts for the renovation of the existing single story with mezzanine shop building. Includes interior layouts to convert lower north section to offices, breakroom and restrooms and modifying existing garage areas with new exterior finishes, windows, and openings. Includes seismic upgrade to allow for occupancy

COMMENTS: Efforts include all necessary general construction and structural design drawings and calculations. Includes a maximum of (3) site visits prior and during construction. Assumes all existing roof framing and supports to remain. Perimeter walls are to remain and will act as part of the lateral force resisting system with necessary bracing and connections. All necessary detailing and design for permitting bidding and construction to be included. MEP systems to be bidder designed and by selected contractor. Specifications to be limited to general sheet notes. Basic mezzanine designs for adjacent shop building also included. Revisions following permit submittal will be additional efforts and billed hourly as noted below.

AGREEMENT DOCUMENTS: The Documents for this Agreement consist of (1) this Agreement; and (2) Exhibit A ("Terms and Conditions"). CLIENT'S signature below indicates acceptance of the Terms and Conditions.

FEE: **Total Lump Sum - \$19,500.**
Hourly Rates: Principal \$210/hr
Designer \$160/hr
Senior Engineer \$140/hr
Design Engineer \$120/hr
Modeling/Drafting \$105/hr

VALAR CONSULTING ENGINEERING, LLC

Accepted by (Client)

(Signature)

(Signature)

Norm Faris, PE SE/Member

Sue Lawrence/Manager

(Printed Name and Title)

EXHIBIT A
TERMS AND CONDITIONS

VALAR CONSULTING ENGINEERING LLC (“VCE”) shall perform the engineering and professional services outlined in this Agreement performed pursuant to the fee arrangement and subject to the following terms and conditions:

1. Additional Services

Should the Scope of Professional Services change from those set forth in the Agreement, the fee for such additional services will be negotiated between Client and VCE and memorialized in a separate written Memorandum of Change.

2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of VCE for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by VCE on this Project, shall be limited to \$20,000.00 or the total fee received by VCE pursuant to this Agreement, whichever is greater. Further, no member, manager, agent, owner or employee of VCE shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by VCE on this Project.

3. Mediation

Any disputes between Client and VCE arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any action being filed in a state or federal court of competent jurisdiction.

4. Stoppage of VCE Services

If at any time Client fails to make payments to VCE in accordance with this Agreement, such failure shall provide VCE the option to immediately stop performing services under this Agreement. In the event VCE stops performing services under this Agreement, VCE shall have no liability for any delays or damages caused as a result of such stoppage. Prior to resuming performance of professional services under this Agreement, Client shall remit to VCE all sums due and owing to VCE as of the date VCE stopped services. Any time schedules shall be adjusted based upon the time services were stopped.

5. Termination

This Agreement may be terminated by either party with seven (7) days’ written notice to the other party in the event of a substantial failure of performance by the other party through no fault of the terminating party, and served by certified mail, return receipt requested, with any notice for termination deemed delivered upon receipt by the receiving party (the “Termination Date”). If this Agreement is terminated, VCE shall be paid for services performed to the Termination Date, including reimbursement for all expenses incurred

6. Ownership of Documents

All documents produced by VCE are instruments of service and are, and shall remain, the property of VCE, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this Project except by agreement in writing.

7. Contract Administration

It is understood that VCE shall not provide design and construction review services relating to safety measures of any contractor or subcontractor on the Project. Further, it is understood that VCE will not provide any supervisory services relating to the construction for the Project. Any opinions solicited from VCE relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against VCE.

8. No Third Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against VCE or Client.

9. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

10. Payments

VCE shall submit monthly invoices to Client no less often than once per calendar month. Payment is due on receipt and shall become delinquent thirty (30) days from the date of the invoice. A late charge equal to one and one-half percent (1.5%) shall be added to any delinquent amounts for each 30 day period of delinquency (or the maximum allowable by law, whichever is lower). If any invoice is in dispute, Client shall pay under written protest to keep the Project on schedule and resolve the payment dispute after substantial completion.

11. Disputes; Attorney's Fees

In the event of any dispute between Client and VCE arising out of or relating in any manner to this Agreement, the prevailing party shall be entitled, whether or not a suit, action, or arbitration proceeding is instituted, to recover all of its reasonable costs and expenses incurred in connection with the dispute as set by the court or arbitrators, including without limitation reasonable attorney's and expert witness fees, whether during arbitration, at trial, on appeal or denial of any petition for review, or in connection with enforcement of any judgment.

12. Final and Complete Agreement

This written Agreement contains the entire agreement between VCE and Client as of the date of its execution. No other prior oral or written inducement or promise has been made to or extended from either party as a part of this Agreement.

13. Waiver; Severability

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision contained herein. Nor shall any waiver constitute a continuing waiver. If any term or provision of this Agreement is determined or adjudged to be legally invalid and/or void, all other terms and provisions of this Agreement shall remain in full force and effect.

14. Jurisdiction; Venue

This Agreement shall be governed by the laws of the State of Oregon. The parties agree that venue shall be proper in Clackamas County, Oregon or in the county of the Project Site, in the sole discretion of the party instituting litigation.

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Committee and Department Liaisons

City Committees:

- Planning Commission
- Parks Committee
- Library Board

City Departments:

- Administration
- Public Safety
- Public Works

City Assets:

- Senior Center
- Watershed



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

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2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC's policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC's Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city's vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

Full Funding and Alignment for State Land Use Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including increasing burdens for local government. While the LOC shares the state's policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

Local Funding to Address Homelessness

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city's individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Economic Development Incentives (co-sponsor with Tax and Finance Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon's overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon’s Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

Place-Based, Water Resource Planning (Program Support)

Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.

Scott Jorgensen

From: Sue Lawrence
Sent: Friday, June 10, 2022 4:32 PM
To: Scott Jorgensen; 'Jerry Cole'; Gregg Griffith
Subject: FW: [External] Re: Tentative: City of Rainier / Verkada - CVE (Site Walk)
Attachments: Senior Center-Bathroom Install plus Cable.pdf; Senior Center-Bathrooms Materials Verkada.pdf; Boat Launch Install plus Cable.pdf; Boat Launch Materials Verkada.pdf; City Hall Install plus Cable.pdf; City Hall Materials Verkada.pdf; Marina Install plus Cable.pdf; Marina Materials Verkada.pdf; City of Rainier - Verkada Floor Plans.pptx

Good Afternoon,

I received the attached quotes for 4 sites to add or replace cameras.

We have looked at these cameras and the access to them. They are easy to use, specific cameras can be easily added to the website, some of them have the ability to read license plates, and the police department can watch all of them on one computer screen. The cameras are secured and cannot be accessed unless the City allows it. One thing that is nice with this system is that we can add cameras as we find we need them and can have them replaced. These come with a three year warranty on the hardware and can be upgraded to a 10 years.

We have \$38,566 for security upgrades left in this years budget and we have \$25,000 for next year. The company pricing is under the government contract pricing. I have tried to get quotes from other companies but have had no response. The existing system is outdated and does not have the features this system does.

Security Cameras

		Cameras	Installation	
City Hall	7 locations	\$11570.33	\$5280.47	
Marina	6 locations	\$12561.53	\$5094.57	Old system to be utilized i
Boat Launch	6 locations	\$12028.07	\$6367.00	
Senior Center/Launch Parking lot	5 locations	\$10517.87	\$4250.33	
Total		\$46677.80	\$20992.37	\$67670.17

Questions? Do you want more information?

ORDINANCE NO. 1082

AN ORDINANCE PERTAINING TO FLOOD DAMAGE PREVENTION IN THE CITY OF RAINIER

STATUTORY AUTHORITY, FINDINGS OF FACT, PURPOSE, AND METHODS

1.1 STATUTORY AUTHORIZATION

The State of Oregon has in OR ORS 197.175 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City of Rainier does ordain as follows:

1.2 FINDINGS OF FACT

- A. The flood hazard areas of the City of Rainier are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

1.3 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
- F. Help maintain a stable tax base by providing for the sound use and development of flood

hazard areas so as to minimize blight areas caused by flooding;

- G. Notify potential buyers that the property is in a special flood hazard area
- H. Notify those who occupy special flood hazard areas that they assume responsibility for their actions
- I. Participate in and maintain eligibility for flood insurance and disaster relief.

1.4 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- A. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- B. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Controlling filling, grading, dredging, and other development which may increase flood damage;
- E. Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or may increase flood hazards in other areas.

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage.

Appeal: A request for a review of the interpretation of any provision of this ordinance or a request for a variance.

Area of shallow flooding: A designated Zone AO, AH, AR/AO or AR/AH on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard: The land in the floodplain within a community subject to a 1 percent or greater chance of flooding in any given year. It is shown on the Flood Insurance Rate Map (FIRM) as Zone A, AO, AH, A1-30, AE, A99, AR (V, V1-30, VE). "Special flood hazard area" is synonymous in meaning and definition with the phrase "area of special flood hazard."

Base flood: The flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE): The elevation to which floodwater is anticipated to rise during the base flood.

Basement: Any area of the building having its floor subgrade (below ground level) on all sides.

Development: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Flood or Flooding:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood elevation study: See “Flood Insurance Study.”

Flood Insurance Rate Map (FIRM): The official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

Flood Insurance Study (FIS): An examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood proofing: Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway: The channel of a river or other watercourse and the adjacent land areas that must be

reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as "Regulatory Floodway."

Functionally dependent use: A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure: Any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Lowest floor: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance.

Manufactured dwelling: A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home."

Manufactured dwelling park or subdivision: A parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

Mean sea level: For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which Base Flood Elevations shown on a

community's Flood Insurance Rate Map are referenced.

New construction: For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by the City of Rainier and includes any subsequent improvements to such structures.

Recreational vehicle: A vehicle which is:

1. Built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area: See “Area of special flood hazard” for this definition.

Start of construction: Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure: For floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured dwelling.

Substantial damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance: A grant of relief by the City of Rainier from the terms of a flood plain management regulation.

Violation: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

GENERAL PROVISIONS

1.1 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of the City of Rainier.

1.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Insurance Administrator in a scientific and engineering report entitled "The Flood Insurance Study (FIS) for the City of Rainier, Oregon (Flood Map 41009C010D, dated November 26, 2010, with accompanying Flood Insurance Rate Maps (FIRMs) 410038, is hereby adopted by reference and declared to be a part of this ordinance. The FIS and FIRM panels are on file at the Columbia County Planning Department, St. Helens, Oregon, and available online at <https://hazards-fema.maps.arcgis.com/apps/webappviewer/index.html?id=8b0adb51996444d4879338b5529aa9cd&extent=-122.97294158263547,46.07290874175574,-122.90565032286993,46.102672907506594>.

1.3 COORDINATION WITH STATE OF OREGON SPECIALTY CODES

Pursuant to the requirement established in ORS 455 that the City of Rainier administers and enforces the State of Oregon Specialty Codes, the City of Rainier does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and construction of buildings and structures located in special flood hazard areas. Therefore, this ordinance is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

1.4 COMPLIANCE AND PENALTIES FOR NONCOMPLIANCE

COMPLIANCE

All development within special flood hazard areas is subject to the terms of this ordinance and required to comply with its provisions and all other applicable regulations.

PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violations of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a Class I misdemeanor, punishable by a \$500 fine. Nothing contained herein shall prevent the City of Rainier from taking such other lawful action as is necessary to prevent or remedy any violation.

1.5 ABROGATION AND SEVERABILITY

ABROGATION

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SEVERABILITY

This ordinance and the various parts thereof are hereby declared to be severable. If any section clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

1.6 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

1.7 WARNING AND DISCLAIMER OF LIABILITY

WARNING

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or

flood damages.

DISCLAIMER OF LIABILITY

This ordinance shall not create liability on the part of the City of Rainier, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this ordinance, or any administrative decision lawfully made hereunder.

ADMINISTRATION

1.8 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Administrator, or designee, is hereby appointed to administer, implement, and enforce this ordinance by granting or denying development permits in accordance with its provisions. The Floodplain Administrator may delegate authority to implement these provisions.

1.9 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the floodplain administrator, or their designee, shall include, but not be limited to:
PERMIT REVIEW

Review all development permits to determine that:

- A. The permit requirements of this ordinance have been satisfied;
- B. All other required local, state, and federal permits have been obtained and approved.
- C. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway assure that the floodway provisions of this ordinance in section 0 are met; and
- D. Review all development permits to determine if the proposed development is located in an area where Base Flood Elevation (BFE) data is available either through the Flood Insurance Study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of sections 5.1.7; and
- E. Provide to building officials the Base Flood Elevation (BFE) with an additional two-foot freeboard height applicable to any building requiring a development permit.
- F. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in section 2.0.
- G. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in section 5.1.1.
- H. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

INFORMATION TO BE OBTAINED AND MAINTAINED

The following information shall be obtained and maintained and shall be made available for public inspection as needed:

- A. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where Base Flood Elevation (BFE) data is provided through the Flood Insurance Study (FIS), Flood Insurance Rate Map (FIRM), or obtained in accordance with section **5.1.7**.
- B. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of sections **5.2.4**, **5.3.1(F)**, **4.2.1(B)** are adhered to.
- C. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).
- D. Where base flood elevation data are utilized, obtain As-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement) prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.
- E. Maintain all Elevation Certificates (EC) submitted to the community;
- F. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this ordinance and where Base Flood Elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with section **5.1.7**.
- G. Maintain all floodproofing certificates required under this ordinance;
- H. Record and maintain all variance actions, including justification for their issuance;
- I. Obtain and maintain all hydrologic and hydraulic analyses performed as required under section **5.2.4**.
- J. Record and maintain all Substantial Improvement and Substantial Damage calculations and determinations as required under section **4.2.4**.
- K. Maintain for public inspection all records pertaining to the provisions of this ordinance.

REQUIREMENT TO NOTIFY OTHER ENTITIES AND SUBMIT NEW TECHNICAL DATA

COMMUNITY BOUNDARY ALTERATIONS

The Floodplain Administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all Flood Hazard Boundary Maps (FHBM) and Flood Insurance Rate Maps (FIRM) accurately represent the community's boundaries. Include within

such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

WATERCOURSE ALTERATIONS

Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a Letter of Map Revision (LOMR) along with either:

- A. A proposed maintenance plan to assure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or
- B. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a Conditional Letter of Map Revision (CLOMR) when required under section **4.2.3.3**. Ensure compliance with all applicable requirements in sections **4.2.3.3** and **5.1.1**.

REQUIREMENT TO SUBMIT NEW TECHNICAL DATA

A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 of the Code of Federal Regulations (CFR), Section 65.3. The community may require the applicant to submit such data and review fees required for compliance with this section through the applicable FEMA Letter of Map Change (LOMC) process.

The Floodplain Administrator shall require a Conditional Letter of Map Revision prior to the issuance of a floodplain development permit for:

- A. Proposed floodway encroachments that increase the base flood elevation; and
- B. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six (6) months of project completion when an applicant has obtained a Conditional Letter of Map Revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a Letter of Map Revision (LOMR).

SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE ASSESSMENTS AND DETERMINATIONS

Conduct Substantial Improvement (SI) (as defined in section 2.0) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with section 4.2.2. Conduct Substantial Damage (SD) (as defined in section 2.0) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in section 3.2) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

1.10 ESTABLISHMENT OF DEVELOPMENT PERMIT

FLOODPLAIN DEVELOPMENT PERMIT REQUIRED

A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in section 3.2. The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in section 2.0, including fill and other development activities.

APPLICATION FOR DEVELOPMENT PERMIT

Application for a development permit may be made on forms furnished by the Floodplain Administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically the following information is required:

- A. In riverine flood zones, the proposed elevation (in relation to mean sea level), of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures; in accordance with the requirements of section 4.2.2.
- B. Proposed elevation in relation to mean sea level to which any non-residential structure will be floodproofed.
- C. Certification by a registered professional engineer or architect licensed in the State of Oregon that the floodproofing methods proposed for any non-residential structure meet the floodproofing criteria for non-residential structures in section 5.2.3.3.
- D. Description of the extent to which any watercourse will be altered or relocated.
- E. Base Flood Elevation data for subdivision proposals or other development when required per sections 4.2.1 and 5.1.6.
- F. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.
- G. The amount and location of any fill or excavation activities proposed.

1.11 VARIANCE PROCEDURE

The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

CONDITIONS FOR VARIANCES

- A.** Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of sections 4.4.1 (C) and (E), and 4.4.2. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.
- B.** Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- C.** Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.
- D.** Variances shall only be issued upon:
 - 1.** A showing of good and sufficient cause;
 - 2.** A determination that failure to grant the variance would result in exceptional hardship to the applicant;
 - 3.** A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
- E.** Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that the criteria of section 4.4.1 (B) – (D) are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the Base Flood Elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance shall be maintained in accordance with section 4.2.2.

PROVISIONS FOR FLOOD HAZARD REDUCTION

1.12 GENERAL STANDARDS

In all special flood hazard areas, the following standards shall be adhered to:

ALTERATION OF WATERCOURSES

Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with sections 4.2.3.2 and 4.2.3.3.

ANCHORING

- A.** All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B.** All manufactured dwellings shall be anchored per section 5.2.3.4.

CONSTRUCTION MATERIALS AND METHODS

- A.** All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- B.** All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

UTILITIES AND EQUIPMENT

WATER SUPPLY, SANITARY SEWER, AND ON-SITE WASTE DISPOSAL SYSTEMS

- A.** All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- B.** New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- C.** On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

ELECTRICAL, MECHANICAL, PLUMBING, AND OTHER EQUIPMENT

Electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at or above the base flood level an additional 24 inches or shall be designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during conditions of flooding. In addition, electrical, heating, ventilating, air-conditioning, plumbing, duct systems, and other equipment and service facilities shall meet all the requirements of this section if replaced as part of a substantial improvement.

TANKS

- A. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.
- B. Above-ground tanks shall be installed at or above the base flood level and an additional two-feet of freeboard height or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

SUBDIVISION PROPOSALS & OTHER PROPOSED DEVELOPMENTS

- A. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals, Base Flood Elevation data.
- B. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:
 - 1. Be consistent with the need to minimize flood damage.
 - 2. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.
 - 3. Have adequate drainage provided to reduce exposure to flood hazards.

USE OF OTHER BASE FLOOD ELEVATION DATA

When Base Flood Elevation data has not been provided in accordance with section 3.2 the local floodplain administrator shall obtain, review, and reasonably utilize any Base Flood Elevation data available from a federal, state, or other source, in order to administer section 5.0. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of section 5.1.6.

Base Flood Elevations shall be determined for development proposals that are 5 acres or more in size or are 50 lots or more, whichever is lesser in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A Zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA provided Base Level Engineering data, and photographs of past flooding, etc... where available. See FIRM 410038. When no Base Flood Elevation data is available the elevation requirement is two feet above the highest adjacent grade. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

STRUCTURES LOCATED IN MULTIPLE OR PARTIAL FLOOD ZONES

In coordination with the State of Oregon Specialty Codes:

- A. When a structure is located in multiple flood zones on the community's Flood Insurance Rate Maps (FIRM) the provisions for the more restrictive flood zone shall apply.
- B. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

1.13 SPECIFIC STANDARDS FOR RIVERINE (INCLUDING ALL NON-COASTAL) FLOOD ZONES

These specific standards shall apply to all new construction and substantial improvements in addition to the General Standards contained in section 5.1 of this ordinance.

FLOOD OPENINGS

All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements.

Enclosed areas below the Base Flood Elevation, including crawl spaces shall:

- A.** Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
- B.** Be used solely for parking, storage, or building access;
- C.** Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
 - 1.** A minimum of two openings,
 - 2.** The total net area of non-engineered openings shall be not less than one (1) square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
 - 3.** The bottom of all openings shall be no higher than one foot above grade.
 - 4.** Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area.
 - 5.** All additional higher standards for flood openings in the State of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

GARAGES

- A.** Attached garages may be constructed with the garage floor slab below the Base Flood Elevation (BFE) in riverine flood zones, if the following requirements are met:
 - 1.** If located within a floodway the proposed garage must comply with the requirements of section 5.2.4.
 - 2.** The floors are at or above grade on not less than one side;
 - 3.** The garage is used solely for parking, building access, and/or storage;
 - 4.** The garage is constructed with flood openings in compliance with section 5.2.1 to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater.
 - 5.** The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
 - 6.** The garage is constructed in compliance with the standards in section 5.1; and
 - 7.** The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating

within the components during conditions of the base flood.

- B.** Detached garages must be constructed in compliance with the standards for appurtenant structures in section 5.2.3.6 or non-residential structures in section 5.2.3.3 depending on the square footage of the garage.

FOR RIVERINE (NON-COASTAL) SPECIAL FLOOD HAZARD AREAS WITH BASE FLOOD ELEVATIONS

In addition to the general standards listed in section 5.1 the following specific standards shall apply in Riverine (non-coastal) special flood hazard areas with Base Flood Elevations (BFE): Zones A1-A30, AH, and AE.

BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

RESIDENTIAL CONSTRUCTION

- A.** New construction, conversion to, and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at or above the Base Flood Elevation (BFE) a minimum of two feet of freeboard.
- B.** Enclosed areas below the lowest floor shall comply with the flood opening requirements in section 5.2.1.

NON-RESIDENTIAL CONSTRUCTION

- A.** New construction, conversion to, and substantial improvement of any commercial, industrial, or other non-residential structure shall:
 - 1.** Have the lowest floor, including basement elevated at or above the Base Flood Elevation (BFE) by two feet freeboard;Or, together with attendant utility and sanitary facilities:

Additional Recommended Language Provided in Appendix B

- i.** Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;
- ii.** Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- iii.** Be certified by a registered professional engineer or

architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the Floodplain Administrator as set forth section 4.2.2.

- B.** Non-residential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in section 5.2.1.
- C.** Applicants floodproofing non-residential buildings shall be notified that flood insurance premiums will be based on rates that are one (1) foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one (1) foot below).

MANUFACTURED DWELLINGS

- A.** Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with section 5.2.1;
- B.** The bottom of the longitudinal chassis frame beam shall be at or above Base Flood Elevation;
- C.** Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over-the-top or frame ties to ground anchors (Reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques), and;
- D.** Electrical crossover connections shall be a minimum of twelve (12) inches above Base Flood Elevation (BFE).

RECREATIONAL VEHICLES

Recreational vehicles placed on sites are required to:

- A.** Be on the site for fewer than 180 consecutive days, and
- B.** Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- C.** Meet the requirements of section 5.2.3.4, including the anchoring and elevation requirements for manufactured dwellings.

APPURTENANT (ACCESSORY) STRUCTURES

Relief from elevation or floodproofing requirements for residential and non-residential structures in Riverine (Non-Coastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- A.** Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found

in section 5.2.4.

- B.** Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- C.** In compliance with State of Oregon Specialty Codes, appurtenant structures on properties that are zoned residential are limited to one-story structures less than 200 square feet, or 400 square feet if the property is greater than two (2) acres in area and the proposed appurtenant structure will be located a minimum of 20 feet from all property lines. Appurtenant structures on properties that are zoned as non-residential are limited in size to 120 square feet.
- D.** The portions of the appurtenant structure located below the Base Flood Elevation must be built using flood resistant materials;
- E.** The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- F.** The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in section 5.2.1;
- G.** Appurtenant structures shall be located and constructed to have low damage potential;
- H.** Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with section 5.1.5.
- I.** Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

FLOODWAYS

Located within the special flood hazard areas established in section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A.** Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:
 - 1.** Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
 - Or,
 - 2.** A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations,

provided that a Conditional Letter of Map Revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under Volume 44 of the Code of Federal Regulations, section 65.12 are fulfilled.

- B.** If the requirements of section 5.2.4 (A) are satisfied, all new construction, substantial improvements, and other development shall comply with all other applicable flood hazard reduction provisions of section 5.0.
 - 1.** hydrodynamic loads and the effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in section 5.2.3.3(A)(4).
- B.** Recreational vehicles placed on sites within AO Zones on the community's Flood Insurance Rate Maps (FIRM) shall either:
 - 1.** Be on the site for fewer than 180 consecutive days, and
 - 2.** Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
 - 3.** Meet the elevation requirements of section 5.2.5.2(A), and the anchoring and other requirements for manufactured dwellings of section 5.2.3.4.
- C.** In AO zones, new and substantially improved appurtenant structures must comply with the standards in section 5.2.3.6.
- D.** In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in section 5.2.1.

Appendix A –Definitions

Building: See "Structure."

Critical facility: Means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use, or store hazardous materials or hazardous waste.

Elevated building: Means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

Floodplain or flood prone area: Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

Floodplain administrator: The community official designated by title to administer and enforce the floodplain management regulations.

Floodplain management: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodplain management regulations: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance and erosion control ordinance) and other application of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Hazardous material: The Oregon Department of Environmental Quality defines hazardous materials to include any of the following:

- (a) Hazardous waste as defined in ORS 466.005;
- (b) Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005
- (c) Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and 433.010 to 433.045 and 433.106 to 433.990;
- (d) Hazardous substances designated by the United States Environmental Protection Agency (EPA) under section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;
- (e) Substances listed by the United States EPA in section 40 of the Code of Federal Regulations, Part 302 – Table 302.4 (list of Hazardous Substances and Reportable Quantities) and amendments;
- (f) Material regulated as a Chemical Agent under ORS 465.550;
- (g) Material used as a weapon of mass destruction, or biological weapon;
- (h) Pesticide residue;
- (i) Dry cleaning solvent as defined by ORS 465.200(9).

Letter of Map Change (LOMC): Means an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps and Flood Insurance Studies. The following are categories of LOMCs:

- (a) **Conditional Letter of Map Amendment (CLOMA):** A CLOMA is FEMA’s comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (1-percent-annual-chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
- (b) **Conditional Letter of Map Revision (CLOMR):** A CLOMR is FEMA’s comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
- (c) **Conditional Letter of Map Revision based on Fill (CLOMR-F):** A CLOMR-F is FEMA’s comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.
- (d) **Letter of Map Amendment (LOMA):** An official amendment, by letter, to the Flood Insurance Rate Maps (FIRMs) based on technical data showing that an existing structure, parcel of land or portion of a parcel of land that is naturally high ground, (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.
- (e) **Letter of Map Revision (LOMR):** A LOMR is FEMA’s modification to an effective Flood Insurance Rate Map (FIRM), or Flood Boundary and Floodway Map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the Flood Insurance Study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.
- (f) **Letter of Map Revision based on Fill (LOMR-F):** A LOMR-F is FEMA’s modification of the special flood hazard area shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway.
- (g) **PMR:** A PMR is FEMA’s physical revision and republication of an effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

Regulatory floodway: See “Floodway.”

Sheet flow area: See "Area of shallow flooding."

Water dependent: Means a structure for commerce or industry which cannot exist in any other location and is dependent on the water by reason of intrinsic nature of its operations.

Water surface elevation: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas; to include Columbia River Datum (CRD).

Passed by the City of Rainier council and approved by the mayor on the ____ date of _____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

ORDINANCE NO. 1083

AN ORDINANCE OF THE CITY OF RAINIER, OREGON REGARDING THE ANNEXATION OF CONTIGUOUS PROPERTIES AND ANNEXATION OF PROPERTIES THAT ARE A DANGER TO PUBLIC HEALTH

WHEREAS, on August 25, 1983, the City of Rainier's land use regulations were officially acknowledged by the Oregon Land Conservation and Development Commission; and

WHEREAS, the City of Rainier Municipal Code, Zoning Code Title 18, Chapter 18.10.070: and Ordinance 974 provides the standards, procedures, and factors by which the City evaluates annexation proposals; and

WHEREAS, the City of Rainier shall provide clear and in-depth regulations in relation to the annexation application and approval process to ensure that annexations are timely, orderly and efficient; and

WHEREAS, Rainier City Council held a meeting on August 2, 2021 and the Planning Commission on September 22, 2021 to discuss code amendments and annexation regulations; and

WHEREAS, the Planning Commission held a public hearing on October 20, 2021 and found that the proposed annexation process and amendments pursuant to ORS 197.175: Cities' and counties' planning responsibilities; rules on incorporations; compliant with goals.

WHEREAS, the Rainier City Council recognizes that the City has historically processed annexations without applications having to be voted on; and

WHEREAS, property owners interested in annexation may initiate their own annexation process if the properties are contiguous to existing City limits through the Expedited Annexation process, which does not require a public hearing, and

WHEREAS, the provision of future city services shall be limited to properties within the City limits, and

WHEREAS, city services shall be provided to only structures within the city limits and will actively pursue the annexation of all properties currently served by city services outside of the city, and

WHEREAS, the City of Rainier shall be able to initiate annexations; and

WHEREAS, annexations shall be completed without a citywide election; and

WHEREAS, properties that are within the Urban Growth Boundary and a danger to public health due to inadequate water or septic systems shall be annexed into the City to protect public health or for a reason that the City deems necessary; and

WHEREAS, the Rainier City Council finds that annexation of developed property is in the best interest of the City and of the contiguous territory; now therefore,

BE IT RESOLVED, that the Rainier City Council does hereby allow annexation of properties within the Urban Growth Boundary into city limits by property owner initiation and City initiated annexation of properties that are a danger to public health or for a reason that the City deems necessary.

Adopted by the Rainier City Council at a regularly scheduled meeting thereof, on the ____ day of _____, 202_ and effective this date.

City of Rainier, Oregon

Jerry Cole, Mayor

ATTEST:

W. Scott Jorgensen, City Administrator

Division III

Chapter 18.

ANNEXATIONS

Sections

18.00.00 Purpose

18.00.00 State and regional regulations regarding annexations

18.00.00 Definitions

18.00.00 General Procedures

18.00.00 Initiation Procedures

18.00.00 Annexation Procedures

18.00.00 Submittal Requirements

18.00.00 Approval Criteria

18.00.00 Purpose

The purpose of this section is to establish the necessary procedures and criteria under Oregon Revised Statutes Chapter 222 and all related chapters. The provisions of this section are hereby adopted to achieve orderly and efficient annexation of lands into the City of Rainier city limits.

- A. The procedures and standards set forth in this section are required for review and decision of proposed annexations and will ensure that:
 - a. A system for measuring the physical, environmental, fiscal and related social effects of proposed annexations is established;
 - b. The City of Rainier will be able to initiate annexations;
 - c. The City of Rainier will not be required to hold citywide elections for annexations;
 - d. The City of Rainier will not be held responsible for providing services to any structures outside of city limits; and
 - e. Ensure adequate time for review by staff.

18.00.00 State and regional regulations regarding annexations.

The regulations and requirements of Oregon Revised Statute Chapter 222 are concurrent obligations for annexation and are not affected by the provisions of this chapter.

18.00.00 Definitions

The following definitions shall be used in this chapter:

“Annexation” means boundary change due to an annexation or withdrawal of territory to from a city or district, or from a city/county to a city; and the extra-territorial extension of water or sewer service by a city or district.

“City” means to the City of Rainier

“Commission” means the City of Rainier Planning Commission

“Contiguous” means sharing a common border or touching

“Council” means the City of Rainier City Council

18.00.00 General Procedures

The general procedures stated in this section shall apply to all annexation proposals.

- A. Annexation proposals shall be considered by the Council pursuant to the Type IV legislative process, as stated in Chapter 18.160, except that the Commission shall conduct no public hearing or recommendation. The Council decision shall be the “Final Decision” for purposes of compliance with 18.160.050.
- B. Notice
 - a. The City Planning Official shall notify in writing the Oregon Department of Land Conservation and Development (DLCD) of legislative amendments at least 45 days before the first public hearing at which public testimony or new evidence will be received. The notice shall include a DLCD Certificate of Mailing.
 - b. Written notice may also be conducted electronically through Plan Amendments (PAPA) online through DLCD.
 - c. At least 20 days, but not more than 40 days, before the date of the first hearing on an ordinance, a notice shall be prepared in conformance with ORS 227.175 and mailed to:
 - i. Each owner whose property would be directly affected by the proposal;
 - ii. Any affected governmental agency;
 - iii. Any person who requests notice in writing.
 - d. At least 10 days before the scheduled City Council public hearing date, public notice shall be published in a newspaper of general circulation in the city.
 - e. For each mailing and publication of notice, the City Planning Official shall keep an affidavit of mailing/publication in the record.

C. A staff report shall be issued prior to Final Decision by the Council.

D. The decision made by Council shall be in writing

18.00.00 Initiation Procedures

Initiation Procedures shall apply to annexation proposals.

A. An annexation proposal may be initiated by the City of Rainier through the Council, on its own motion, as set forth in this section. The Council may terminate proceedings under this section at any time.

B. An annexation proposal may be initiated pursuant to the state law Health Hazard Abatement annexation process.

C. An annexation proposal may be initiated pursuant to the state law Island annexation process.

D. An annexation proposal may be initiated by submission of city forms of property owner(s) of the area to be annexed as set forth in this section.

a. When all of the owners of land in the territory to be annexed ~~and not less than 50% of the electors, if any, residing in the territory to be annexed,~~ consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.

~~b. When a majority of the electors registered in the territory proposed to be annexed consent in writing to the annexation and the owners of more than half of the land in the territory consent in writing to the annexation of their land in the territory and file a statement of their consent with the City.~~

c. A pre-application conference is strongly encouraged prior to the submittal of an annexation partition.

18.00.00 Annexation Procedures

A. A proposal shall be considered by the City Council without a public hearing and may be placed on the Council consent agenda. The Council decision on the proposal shall be considered the “Final Decision.”

B. The petition requirements for expedited applications must be accompanied by the written consent of 100% of the property owners ~~and at least 50% of the electors, if any,~~ within the affected territory.

- C. Notice of petition for an expedited process must be provided a minimum of 20 days prior to the final decision and shall follow the notification procedures as required for Type IV Comprehensive Plan amendments.
- D. A brief staff report shall be issued at least seven days prior to the decision date.
- E. An expedited process cannot be used if a necessary party gives written notice to contest the decision.

18.00.00 Submittal Requirements

An applicant for annexation shall submit six copies of the application materials. The City may require additional copies if deemed necessary. The application materials shall include:

- A. A complete and signed annexation application packet of forms provided to the City.
- B. A petition, on City forms, completed by property owners ~~and/or electors~~ residing in the affected territory that meets the minimum petition requirements set forth by the City.
- C. A metes and bounds legal description of the territory to be annexed, meeting the relevant requirements of ORS 308.225. A lot and block description may be substituted if the area is platted. If the legal description contains any deed or book and page references, legible copies of these shall be submitted with the legal description.
- D. A map showing the affected territory, any public streets to be annexed and parcels within 300 feet of the affected territory including any public streets. The affected territory shall be identified on the map. The map shall be submitted on an 11 x 17-inch map and shall show scale and a north arrow.
- E. A narrative which addresses the approval criteria.
- F. A request for an expedited procedure if desired by the applicant.
- G. The applicant is responsible for all fees related to the annexation process.

18.00.00 Approval Criteria

The City Council shall approve or deny an annexation proposal based on findings and conclusions addressing the following criteria:

- A. Findings conducted by the City Planning Official or other City staff.
- B. The affected territory must be located within the City's Urban Growth Boundary.
- C. The affected territory is contiguous to the existing city limits.

- D. The city will attempt to apply zoning which is most like the county zone. Try to avoid nonconforming uses.
- E. A City of Rainier Covenant of Waiver of Rights and Remedies City form has been executed by all owners of the property to be annexed and all owners of any interest in the property to be annexed regarding waiver of any statutory or constitutional regulatory provisions, including but not limited to, Ballot Measure 37 (effective December 2, 2004) as amended by Ballot Measure 49. This section only applies to those property owners who have consented in writing to annexation.
- F. That either:
 - a. That funding mechanisms required to construct transportation, wastewater, water, stormwater and park facilities consistent with adopted Public Facility or Utility Master Plans, Parks and/or Transportation System Plans are in place or;
 - b. In lieu, a Public Facilities, Parks, and Transportation Agreement is executed that funding will be in place prior to or concurrent with a development permit application.
- G. That the public interest would be furthered by the annexation.

18.00.00 Fiscal Impact Statement

The City shall prepare a fiscal impact statement, which shall estimate the fiscal impact that the proposed annexation would have on the City's general fund. The fiscal impact information shall be utilized in the determination of whether the public interest would be furthered by the approval of the annexation.

18.00.00 Appeals

The City Council decision may be appealed according to state law.

ORDINANCE NO. 1084

**AN ORDINANCE OF THE CITY OF RAINIER
REPEALING ORDINANCE 1055**

WHEREAS, on November 17, 2010, the City of Rainier adopted Ordinance No. 1055 Adopting Amendments to the City of Rainier Comprehensive Plan and Zoning Ordinance, and

WHEREAS, Ordinance No. 1055 was codified as Chapter 18.120 of the Rainier Municipal Code, and

WHEREAS, city staff has consulted with officials from the Oregon Department of Land Conservation and Development (DLCD) about updating the City's flood plain regulations, and

WHEREAS, the Rainier Planning Commission voted unanimously to recommend council passage of Ordinance 1082 to update the City's flood plain regulations, and

WHEREAS, upon council's adoption of Ordinance 1082, it will be the most recent update to the City's flood plain regulations, and

WHEREAS, upon the adoption of Ordinance 1082, Ordinance 1055 will be outdated, and

WHEREAS, based on the input from DLCD, city staff has decided that Ordinance 1055 should be repealed, as it is outdated and no longer serving its intended purpose;

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by repealing this ordinance.

NOW, THEREFORE, the City of Rainier ordains as follows: Ordinance No. 1055, adopted on November 17, 2010, is hereby repealed.

Passed by the City of Rainier council and approved by the mayor on the ____ date of _____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

ORDINANCE NO. 1085

**AN ORDINANCE OF THE CITY OF RAINIER
TO AMEND THE RAINIER ZONING CODE TEXT: CHAPTER 18.50.050, SECTIONS
C 2(a) AND D 2(a)--QUALITY OF MATERIALS**

WHEREAS, city staff received an inquiry as to the allowable building materials in the Waterfront Mixed Use Zone in Rainier, and

WHEREAS, building materials have evolved since the time that the existing code was adopted, and

WHEREAS, it was determined by city staff that amending the code text to update the changes in building material quality would be in the City's best interest, and

WHEREAS, the City Planning Commission held a duly notified meeting on January 19, 2022 at 6 p.m. in the Rainier City Hall, and

WHEREAS, the City of Rainier forwarded Notice of Proposed Changes to the Oregon State Department of Land Conservation and Development (DLCD) on November 5, 2021, in compliance with the 35-day notice requirement; and

WHEREAS, the City of Rainier Planning Commission held a duly notified meeting on January 19, 2022 and concluded to recommend approval of the text amendment to the Rainier City Council; and

WHEREAS, the Rainier City Council held a duly noticed public hearing on May 2, 2022 and found that after due consideration of all the evidence in the record, that they agreed with the recommendation forwarded by the Rainier Planning Commission; and

WHEREAS, the Rainier City Council has considered findings of compliance criteria and law applicable to the proposal;

NOW, THEREFORE, the City of Rainier ordains as follows:

1. The above recitations are true and correct and incorporated herein by this reference.
2. The City of Rainier Zoning Code Text is amended for Chapter 18.50.050, Sections C 2 (a) and D 2 (a)—Quality of Materials.
3. In support of the above amendments to the Zoning Code Text, the Rainier City Council hereby adopts the Findings of Facts and Conclusions of Law in the City Staff Report, together with its attached addendums and correspondences, dated ----
4. The effective date of this Ordinance shall be thirty (30) dates after approval, in accordance with the City Charter and other applicable laws.

Passed by the City of Rainier council and approved by the mayor on the ____ date of _____, 2022.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

Senior and Multigenerational Housing Committee

- Can be a subcommittee of the Planning Commission and chaired by a commission member
- The purpose of the committee could be to examine possible rezoning of some properties to encourage more housing development:
- Possible text amendment for the Central Business District code to allow for more flexibility
- Could be used as part of the UGB land swap process to determine which properties could be added to the UGB to facilitate more housing development
- The committee can make recommendations to the Planning Commission

CITY OF RAINIER
 CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
 CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
5/1/2022-5/31/2022

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	321,171.83		
PERS Deposits -			
New Ending Balance	321,171.83	0.00	0.00
			321,171.83

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,339.06			
Ending Balance SHCU 760072-2	333,754.55			
Deposits not Shown on Statement		12,086.09		
Outstanding Cks and Other Debits	38,602.86			
PERS Outstanding	20,405.01			
PERS Adjustment				
Ending Balance	368,093.61	59,007.87	12,086.09	0.00
				321,171.83

LGIP STATEMENT SUMMARY				
Beginning Balance	7,412,553.24			
Deposits			10,610.84	
Withdrawals		125,000.00		
Interest			4,657.27	
S/C		0.05		
Ending Balance	7,412,553.24	125,000.05	15,268.11	7,302,821.30

TOTAL CASH **7,623,993.13**

GENERAL LEDGER RECONCILIATION
5/1/2022-5/31/2022

Fund	05/01/22		05/31/22		Liabilities	Ending Balance
	Beginning Balance	Total Revenue	Total Expense			
10 General	2,550,612.43	249,059.45	321,667.21			2,478,004.67
20 Debt	364,096.00	0.00	0.00			364,096.00
30 Sewer	488,711.86	69,828.83	58,899.93			499,640.76
40 Water	319,555.80	71,017.77	56,319.79			334,253.78
50 Timber	1,716,443.82	0.00	157.19			1,716,286.63
60 Street	218,337.89	12,251.36	9,527.10			221,062.15
65	0.00					0.00
70	0.00					0.00
81 Special Projects	317,087.96	0.00	69,738.17			247,349.79
83 Sewer Capital	971,657.76	0.00	17,130.75			954,527.01
84 Water Capital	372,210.07	6,591.69	13,183.38			365,618.38
85 Transportation Capital	356,822.76	0.00	3,275.84			353,546.92
90 Library Trust	89,554.93	52.11	0.00			89,607.04
General Ledger Total	7,765,091.28					7,623,993.13

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

City of Rainier
 2021/2022 Budget Year
 5/31/2022

Income/Expense

Budget Compared to Actual-Major Funds

	2021/2022	5/31/2022	5/31/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,568,075	100.31%
Expenditures	1,778,290	1,223,486	68.80%

	2021/2022	5/31/2022	5/31/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,511,753	102.92%
Expenditures	1,732,561	1,586,298	91.56%

	2021/2022	5/31/2022	5/31/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	876,585	91.60%
Expenditures	1,235,198	1,099,651	89.03%

	2021/2022	5/31/2022	5/31/2022
Timber Fund		YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures	520,512	55,066	10.58%

	2021/2022	5/31/2022	5/31/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	255,077	102.70%
Expenditures	333,065	295,520	88.73%

*Excludes Beginning Balance

City of Rainier
 2021/2022 Budget Year
 5/31/2022
 Budget Compared to Actual-Major Funds
 Budget Variance by Appropriation

	2021/2022	5/31/2022	5/31/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,568,075	100.31%
Expenditures			
10 General Government	388,638	181,277	46.64%
20 City Building Maintenance	13,500	6,593	48.84%
30 Land Use & Development	27,425	20,429	74.49%
50 Library	68,800	16,541	24.04%
60 Attorney	7,500	8,372	111.63%
70 Finance & Administration	56,117	40,899	72.88%
80 Municipal Court	61,084	50,327	82.39%
90 Public Properties	189,483	136,318	71.94%
100 Police Department	965,743	762,729	78.98%
	2021/2022	5/31/2022	5/31/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,511,753	102.92%
Expenditures			
Personnel Services	454,307	389,534	85.74%
Material & Services	278,000	267,530	96.23%
Capital Outlay	0	0	0.00%
Transfers	956,944	929,233	97.10%
Contingencies	43,310	0	0.00%
	2021/2022	5/31/2022	5/31/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	876,585	91.60%
Expenditures			
Personnel Services	488,346	421,408	86.29%
Material & Services	192,320	165,862	86.24%
Capital Outlay	0	0	0.00%
Transfers	512,382	512,381	100.00%
Contingencies	42,150	0	0.00%
	2021/2022	5/31/2022	5/31/2022
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures			
Material & Services	80,400	49,473	61.53%
Capital Outlay	65,000	5,593	8.60%
Contingencies	300,000	0	0.00%
Property Purchase Reserve	75,112	0	0.00%
	2021/2022	5/31/2022	5/31/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	255,077	102.70%
Expenditures			
Personnel Services	66,643	63,501	95.28%
Material & Services	118,150	85,891	72.70%
Capital Outlay	0	0	0.00%
Contingencies	2,144	0	0.00%
Transfers	146,128	146,128	100.00%

*Excludes Beginning Balance

Accounts Payable

Checks by Date - Summary by Check Date

User: elisha
 Printed: 6/14/2022 12:40 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11186	2232	Advanced Electrical Tech., Inc.	05/04/2022	3,275.84
11187	3800	Central Welding Supply Co Inc	05/04/2022	3,102.85
11188	2262	Christina Ishii	05/04/2022	65.00
11189	673	Cintas Corporation	05/04/2022	272.23
11190	3490	City Fire Protection & Alarm	05/04/2022	650.00
11191	097	Columbia County Treasurer	05/04/2022	206.20
11192	043	Cowlitz Clean Sweep Inc	05/04/2022	5,655.10
11193	3161	Day Management	05/04/2022	45.00
11194	3145	First Data Merchant Services	05/04/2022	83.82
11195	UB*00028	RUSSELL FRY	05/04/2022	50.00
11196	053	Grainger	05/04/2022	396.07
11197	778	Kenneth Holly	05/04/2022	137.68
11198	581	Home Depot Credit Services	05/04/2022	1,245.00
11199	3545	InRoads Credit Union	05/04/2022	2,166.98
11200	3802	Lush Banners/Bevo Park Holdings LLC	05/04/2022	249.00
11201	007	McCord's Inc	05/04/2022	1,265.51
11202	3644	More Power Computers, Inc.	05/04/2022	905.61
11203	3644	More Power Computers, Inc.	05/04/2022	1,299.00
11204	3025	Northstar Chemical, Inc.	05/04/2022	954.75
11205	182	NW Natural	05/04/2022	271.34
11206	996	Oregon Department of Revenue	05/04/2022	877.80
11207	091	Oregon DEQ	05/04/2022	240.00
11208	2325	Cynthia L. Phillips	05/04/2022	100.00
11209	096	Rainier Police Department	05/04/2022	459.00
11210	3626	Joseph Sheeley/Potocnik	05/04/2022	550.00
11211	069	Sierra Springs	05/04/2022	67.45
11212	069	Sierra Springs	05/04/2022	7.00
11213	132	SBRK Finance Holdings Inc. Springbrook (05/04/2022	2,000.00
11214	1054	The Automation Group, Inc.	05/04/2022	10,155.90
11215	335	Vancouver Bolt And Supply Inc.	05/04/2022	107.43
11216	3512	Verizon	05/04/2022	208.53
11217	3512	Verizon	05/04/2022	345.92
11218	3646	Vortex Industries, Inc.	05/04/2022	941.93
11219	3092	WatchGuard Video	05/04/2022	480.00
11220	078	Watkins Tractor & Supply Co	05/04/2022	679.19
11221	3653	West Yost & Associates, Inc.	05/04/2022	2,944.15
11222	035	Wilcox & Flegel	05/04/2022	98.76
11223	035	Wilcox & Flegel	05/04/2022	867.31
11224	3505	Wire Works	05/04/2022	18,288.06
Total for 5/4/2022:				61,715.41
11225	382	Postmaster	05/12/2022	384.25
11227	3473	Longview Upholstery	05/12/2022	243.23
Total for 5/12/2022:				627.48

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11228	3000	ALS Group USA, Corp.	05/19/2022	558.00
11229	3793	Glenn Boss/ Tiger Roofing NW	05/19/2022	2,510.00
11230	673	Cintas Corporation	05/19/2022	278.27
11231	879	CNA Surety	05/19/2022	286.00
11232	690	Columbia County	05/19/2022	4,922.44
11233	044	Columbia River PUD	05/19/2022	299.51
11234	3513	Comcast	05/19/2022	3,277.67
11235	3514	Core & Main LP	05/19/2022	1,849.85
11236	2167	Country Media Inc.	05/19/2022	152.60
11237	043	Cowlitz Clean Sweep Inc	05/19/2022	9,140.35
11238	094	Cowlitz Wahkiakum Government	05/19/2022	1,109.70
11239	2180	DEQ	05/19/2022	190.00
11240	3799	KLTV	05/19/2022	243.00
11241	3450	Elizabeth Lawrence	05/19/2022	29.54
11242	3658	LCD Excavation, LLC	05/19/2022	60,322.38
11243	2110	Peter Manning	05/19/2022	561.33
11244	3021	Marlin Business Bank	05/19/2022	178.98
11245	3644	More Power Computers, Inc.	05/19/2022	1,518.45
11246	182	NW Natural	05/19/2022	198.26
11247	3460	Office Express, Inc.	05/19/2022	40.00
11248	060	One Call Concepts Inc	05/19/2022	61.20
11249	19	Oregon Assoc. Chief of Police	05/19/2022	271.26
11250	2244	O'Reilly Auto Parts	05/19/2022	44.08
11251	3156	Peck Rubanoff & Hatfield PC	05/19/2022	3,389.04
11252	027	Platt Electric Supply, Inc	05/19/2022	404.19
11253	3803	Michael Poorman	05/19/2022	242.16
11254	152	Purchase Power	05/19/2022	500.00
11255	029	Quill Corporation	05/19/2022	179.03
11256	3805	R.L. Reimers Company	05/19/2022	6,550.00
11257	3080	Ricoh USA, Inc.	05/19/2022	37.26
11258	3798	Summer Sears	05/19/2022	1,650.00
11259	132	SBRK Finance Holdings Inc. Springbrook (05/19/2022	359.00
11260	022	Stephen D. Petersen, LLC	05/19/2022	375.00
11261	2126	Sunset Auto Parts, Inc.	05/19/2022	204.58
11262	3804	Treetop Products, Inc.	05/19/2022	2,926.55
11263	030	True Value	05/19/2022	71.04
11264	101	V O Printers, Inc	05/19/2022	29.94
11265	3512	Verizon	05/19/2022	208.45
11266	3512	Verizon	05/19/2022	345.98
11267	3653	West Yost & Associates, Inc.	05/19/2022	3,979.24
11268	035	Wilcox & Flegel	05/19/2022	511.18
11269	035	Wilcox & Flegel	05/19/2022	909.52
11270	052	Wood's Logging Supply, Inc	05/19/2022	696.83
Total for 5/19/2022:				111,611.86
11271	3644	More Power Computers, Inc.	05/25/2022	7,903.99
Total for 5/25/2022:				7,903.99
ACH	1123	OR DEPT OF JUSTICE	05/27/2022	627.00
ACH	FED TX	EFT Federal tax dep	05/27/2022	8,702.90
ACH	FICA	EFT EE/ER FICA	05/27/2022	11,656.48
ACH	Medicare	EFT EE/ER Medicare	05/27/2022	2,726.16
ACH	OR ST Tx	EFT Employee Oregon St Tx	05/27/2022	6,037.09
ACH	PERSEE	EFT PERS Employee /Employer Pa	05/27/2022	5,448.77
ACH	PERSER	EFT PERS Employer Paid	05/27/2022	14,953.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	PERU	EFT PERS Units	05/27/2022	2.48
11272	985	AFLAC	05/27/2022	308.59
11273	077	CIS Trust	05/27/2022	249.62
11274	3618	Office of the Trustee	05/27/2022	950.00
11275	ORSGP	Oregon Savings Growth Plan	05/27/2022	2,400.00
11276	079	Oregon Teamster Employer Trust	05/27/2022	27,165.28
11277	995	Teamsters Local No. 58	05/27/2022	846.00
Total for 5/27/2022:				82,074.12
Report Total (99 checks):				263,932.86

City Administrator Report
July 25, 2022 Rainier Council Meeting

Mayor Cole and Members of the Council,

On June 3, I attended the ribbon cutting ceremony for Marvelous Mosaic and met with the consultant who will be putting together the parks master plan update. Along with Councilor Connie Budge, I attended the June 6 library board meeting.

I met with Jan Rich about updating the city's agreement with the senior center on June 8, and Councilor Scott Cooper also attended. The following day, I went to a chamber of commerce meeting and met with the county emergency manager. I also submitted the city's certification to the Department of Administrative Services to receive state shared revenues.

There were meetings on June 10 and 16 for the economic development project that Columbia Economic Team is working on, and I went to both, as well as that organization's June 21 membership meeting.

On June 22, I met with Chad Womack to go over the city's insurance renewal. The following day, I put together the press release about new police officer Phillip George and a park use agreement for a business that's hoping to use city facilities for an event.

The library board met again June 24. I attended, along with Mayor Cole, and spent June 28 putting together the RFP for librarian services. On June 29, Sue and I met with an architect about potential improvements to the city hall building.

I put together the library services contract July 5 and ran it by the mayor and the city attorney. The following day, I participated in an interview panel for Col-Pac's new grant administrator position.

On July 11, I submitted the paperwork for the city's maintenance assistance grant IGA with the Marine Board. Along with Jerry, Sue and Council President Mike Kreger, I attended a meeting about the anticipated Lewis and Clark Bridge closure the following day.

I registered Mayor Cole and Councilors Kreger and Denise Watson July 18 for the upcoming League of Oregon Cities Conference scheduled for October in Bend and arranged for lodging. On July 18, I attended the library board meeting and acted as board secretary.

Sincerely,

W. Scott Jorgensen, Executive MPA
City Administrator