

**City of Rainier
City Council Meeting
January 8, 2024
6 p.m.
Rainier City Hall**

Mayor Jerry Cole called the council meeting to order at 6:02 p.m.

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Jeremy Howell, Mike Kreger and Paul Langner

Council Absent: Denise Watson

City Attorney Present: No

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

Flag Salute

Additions/Deletions from the Agenda: Mayor Jerry Cole said that the police department was not yet ready to discuss its camera system replacement. That item will be deleted from the agenda and presented at the February meeting instead.

Mayor's Address: Cole wished everyone a Happy New Year. He asked for a moment of silence to honor the anniversary of Police Chief Ralph Painter's passing, which was January 5.

Visitor Comments: Michael Self thanked public works for replacing the fire hydrant in front of his house. He said that he's seeing speeding on Washington way and loud music at night. Councilor Connie Budge mentioned that mailboxes in the neighborhood were recently raided. Jan Rich said that the senior center is doing well. It had 13 rentals in the last year and served over 15,000 meals. The patio is now enclosed as part of the expansion that's underway. Rich requested that public works paint the building.

Mayor's Address: Approval of the Consent Agenda

Consider Approval of the December 4, 2023 and December 20, 2023 Regular Council Meeting Minutes—Council President Mike Kreger moved to approve the consent agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

New Business

- a. Council Training Opportunities—City Administrator W. Scott Jorgensen said he included materials in the meeting packet from the League of Oregon Cities and Oregon Government Ethics Commission about trainings that are available. He told councilor that he could send a link to anyone who was interested.
- b. Website Presentation—Cooper said that the updated website will work on phones, tables and desktops. The project is nearly completed, there's just some more data that needs to be imported. Cole suggested the City of St. Helens website as an example of the pages he wants to see for the police and public works departments.
- c. Water Master Plan Presentation—City Engineer Preston Van Meter said that the

previous water master plan was from 1995. It's recommended that they be updated every ten years. Recommended system improvements include upsizing some lines to six or eight inches for better fire flow and adding redundancy. The updated plan also calls for greater storage capacity at Neer City and Townsend. It's suggested that Fox Creek be used as a backup water supply in a major seismic event. There will be a lot of federal money available for infrastructure projects over the next ten years, so there is an opportunity to have these improvements funded. Overall, the system is reliable. Councilor Connie Budge asked about the city's infrastructure and how well it would serve the city if its urban growth boundary (UGB) is changed. Jorgensen said he just spoke with the Department of Land Conservation and the consultants that will be working on the UGB project. Much of that work will involve consulting with Van Meter on infrastructure capacity and availability.

d. Police Department Camera System Replacement

Unfinished Business

- a. Fox Creek Update—Jorgensen said that a survey is scheduled for January 17 for the property the City is working to acquire for the project. Once the survey is done, the City can get an appraisal done while starting the portioning process. Anything the City spends on acquiring the property can be counted as a match for grants and demonstrates seriousness about getting it done. He had a meeting that morning with a consultant who works to find federal funding for these kinds of projects all over the country. Once the City acquires the property, Jorgensen and the consultant can approach the Oregon Department of Transportation with specific federal grant programs that can be used to fund the project.

Staff Report—Public Works Director Pat McCoy said that the demolition work at city hall has concluded. Public works has also been working on deferred maintenance at the wastewater treatment plant. Police Chief Gregg Griffith said that the City's new officer is scheduled to start the following day. Jorgensen said this officer should be a great fit for the community. Jorgensen said he helped public works staff with putting up the Christmas tree in the A Street Plaza for the Winterfest event. He praised Kreger for his efforts to establish that event. Kreger said that Winterfest now has a website. Next year's event will include a parade and a possible bazaar. Jorgensen also met with Councilor Robert duPlessis and attended the Columbia County Cultural Coalition meeting, where the Rainier Oregon Historical Museum's request for help with an archiving project was fully funded. He also went to a Northwest Area Commission on Transportation meeting and continued to advocate for Highway 30 safety improvements.

Council Reports—duPlessis said that when he came to city hall, he looked at the potential break room to get ideas on how to make it happen. Budge said that she would like to see handicapped parking closer to the Cornerstone Café. Cole said public works has been looking into it. McCoy said there are all kinds of rules and regulations around handicapped parking but one spot can probably be added. Cooper promoted the upcoming movie night at the senior center. Kreger thanked public works for its support of the Winterfest event.

City Calendar/Announcements

Cole adjourned the meeting at 7:13 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

CITY OF RAINIER
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
11/1/2023-11/30/2023

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	423,769.14		
PERS Adjustment- Sue			
New Ending Balance	423,769.14	0.00	0.00
			<u>423,769.14</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,364.85			
Ending Balance SHCU 760072-2	474,432.25			
Deposits not Shown on Statement		7,631.55		
Outstanding Cks and Other Debits	69,768.60			
PERS Outstanding	22,890.91			
PERS Adjustment				
Ending Balance	508,797.10	92,659.51	7,631.55	
				<u>423,769.14</u>
				0.00

LGIP STATEMENT SUMMARY				
Beginning Balance	5,046,835.29			
Deposits		\$ 1,473,512.53		
Withdrawals	150,000.00			
Interest		22,572.22		
S/C	0.05			
Ending Balance	5,046,835.29	150,000.05	1,496,084.75	
				<u>6,392,919.99</u>
TOTAL CASH				<u>6,816,689.13</u>

GENERAL LEDGER RECONCILIATION
11/1/2023-11/30/2023

	11/01/23			11/30/23	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance
10 General	2,208,251.76	1,764,927.80	341,553.29		3,631,626.27
20 Debt	6,968.76	166,954.02	150,639.16		23,283.62
30 Sewer	305,333.83	69,796.72	178,676.99		196,453.56
40 Water	231,729.58	74,771.50	130,709.43		175,791.65
50 Timber	1,605,959.56	0.00	282.14		1,605,677.42
60 Street	66,290.01	11,774.05	13,601.84		64,462.22
65	0.00	0.00			0.00
70	0.00	0.00			0.00
81 Special Projects	299,647.48	0.00	17,643.69		282,003.79
83 Sewer Capital	365,682.58	0.00	24,405.59		341,276.99
84 Water Capital	390,984.93	3,504.76	7,009.52		387,480.17
85 Transportation Capital	31,293.54	0.00	0.00		31,293.54
90 Library Trust	77,287.79	52.11	0.00		77,339.90
					0.00
General Ledger Total	<u>5,589,429.82</u>				<u>6,816,689.13</u>
					0.00

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

City of Rainier
2023/2025 Budget Year
11/30/2023

Budget Compared to Actual-Major Funds

Income/Expense

	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
General Fund			
*Revenue	3,686,050	1,842,638	49.99%
**Expenditures	3,135,759	578,488	18.45%
Sewer Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,940,700	362,614	18.68%
Expenditures	2,217,829	456,764	20.60%
Water Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,816,000	402,206	22.15%
Expenditures	1,997,618	378,895	18.97%
Timber Fund			
	2023/2025	11/30/2023	11/30/2023
		YTD Actual	YTD % Variance
*Revenue	400,000	0	0.00%
Expenditures	442,063	24,217	5.48%
Street Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	518,300	66,516	12.83%
Expenditures	588,936	79,931	13.57%
Special Projects Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	659,099.00	0	0.00%
Expenditures	858,015.00	30,281	3.53%
Sewer Capital Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,116,630.00	2,645	0.00%
Expenditures	1,448,990	686,103	47.35%
Water Capital Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	610,800	920	0.00%
Expenditures	1,008,766	30,835	0.00%
Transportation Capital Fund			
	2023/2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	370,000	0	0.00%
Expenditures	586,947	440,810	75.10%

*Excludes Beginning Balance

**Excludes Transfers

Accounts Payable

Checks by Date - Summary by Check Date

User: Elisha
Printed: 1/2/2024 11:26 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
12941	3880	Allen Trench Safety Corporation	11/02/2023	4,826.76
12942	3000	ALS Group USA, Corp.	11/02/2023	120.00
12943	3489	Cable Huston	11/02/2023	187.50
12944	673	Cintas Corporation	11/02/2023	300.58
12945	244	Clatskanie PUD	11/02/2023	8,473.00
12946	393	Columbia Cty. Tax Collector	11/02/2023	6,603.82
12947	393	Columbia Cty. Tax Collector	11/02/2023	23.51
12948	3513	Comcast	11/02/2023	746.94
12949	3669	Comcast Business	11/02/2023	429.48
12950	043	Cowlitz Clean Sweep Inc	11/02/2023	936.00
12951	903	DEQ Financial Services-LBX3615	11/02/2023	9.60
12952	3796	Dike Marine Service & Storage LLC	11/02/2023	1,000.00
12953	778	Kenneth Holly	11/02/2023	257.32
12954	581	Home Depot Credit Services	11/02/2023	307.26
12955	3545	InRoads Credit Union	11/02/2023	718.98
12956	3545	InRoads Credit Union	11/02/2023	239.28
12957	3545	InRoads Credit Union	11/02/2023	189.00
12958	3115	Jammie's Environmental, Inc.	11/02/2023	8,548.52
12959	948	Keys Plus	11/02/2023	238.00
12960	020	Lakeside Industries	11/02/2023	118.89
12961	3450	Elizabeth Lawrence	11/02/2023	21.21
12962	3655	Leeway Engineering Solutions, LLC	11/02/2023	13,854.59
12963	3882	Li Ya Liang	11/02/2023	63.00
12964	3881	Majic Works, LLC Servpro of Cedar Mill	11/02/2023	5,638.62
12965	3824	Rian Allen Snider Mirrored Lamp LLC	11/02/2023	5,225.00
12966	3644	More Power Computers, Inc.	11/02/2023	2,483.59
12967	426	NCL of Wisconsin	11/02/2023	439.29
12968	619	Northwest Parking Equip. Co.	11/02/2023	292.20
12969	3817	ODP Business Solutions	11/02/2023	52.50
12970	1105	OHA Drinking Water Program	11/02/2023	335.00
12971	3842	Oregon State Treasury	11/02/2023	60.00
12972	2259	Otis Elevator Company	11/02/2023	2,640.00
12973	3638	Park Warehouse LLC	11/02/2023	9,147.66
12974	2325	Cynthia L. Phillips	11/02/2023	450.00
12975	605	Points S Tire Factory	11/02/2023	20.02
12976	382	Postmaster	11/02/2023	532.14
12977	029	Quill Corporation	11/02/2023	65.75
12978	3879	Daryl or Joann Reid	11/02/2023	7.00
12979	069	Sierra Springs	11/02/2023	11.00
12980	1054	The Automation Group, Inc.	11/02/2023	15,000.54
12981	3807	TMG Services, INC.	11/02/2023	3,504.76
12982	311	Traffic Safety Supply Co., Inc.	11/02/2023	254.58
12983	3512	Verizon	11/02/2023	213.64
12984	3512	Verizon	11/02/2023	393.00
12985	035	Wilcox & Flegel	11/02/2023	163.31
12986	035	Wilcox & Flegel	11/02/2023	305.27

Check No	Vendor No	Vendor Name	Check Date	Check Amount
			Total for 11/2/2023:	95,448.11
12987	3837	American Backflow & Plumbing Services I	11/16/2023	1,657.00
12988	561	Bay Valve Service, LLC	11/16/2023	3,071.80
12989	520	BCX, Inc.	11/16/2023	700.00
12990	3338	Business Oregon Infrastructure Finance Au	11/16/2023	18,320.94
12991	3338	Business Oregon Infrastructure Finance Au	11/16/2023	69,336.02
12992	2262	Christina Ishii	11/16/2023	93.75
12993	673	Cintas Corporation	11/16/2023	300.58
12994	097	Columbia County Treasurer	11/16/2023	311.00
12995	044	Columbia River PUD	11/16/2023	295.00
12996	2198	Copies Today	11/16/2023	243.45
12997	043	Cowlitz Clean Sweep Inc	11/16/2023	3,088.85
12998	057	Cowlitz River Rigging Inc	11/16/2023	690.94
12999	008	Daily News	11/16/2023	30.99
13000	053	Grainger	11/16/2023	40.37
13001	831	Knife River	11/16/2023	487.76
13002	020	Lakeside Industries	11/16/2023	100.26
13003	3647	Language Line Services, Inc.	11/16/2023	28.62
13004	049	Mallory Company	11/16/2023	85.36
13005	3021	Marlin Business Bank	11/16/2023	178.98
13006	182	NW Natural	11/16/2023	137.11
13007	996	Oregon Department of Revenue	11/16/2023	1,053.00
13008	3156	Peck Rubanoff & Hatfield PC	11/16/2023	850.50
13009	029	Quill Corporation	11/16/2023	134.72
13010	096	Rainier Police Department	11/16/2023	582.63
13011	3664	SAIF	11/16/2023	2,323.92
13012	3549	Solenis LLC	11/16/2023	5,921.26
13013	132	SBRK Finance Holdings Inc. Springbrook (11/16/2023	149.00
13014	022	Stephen D. Petersen, LLC	11/16/2023	885.00
13015	2126	Sunset Auto Parts, Inc.	11/16/2023	130.54
13016	030	True Value	11/16/2023	154.75
13017	3829	Alexander W, Urling (Skip) Urling	11/16/2023	1,536.75
13018	078	Watkins Tractor & Supply Co	11/16/2023	334.23
13019	3637	Zion Bank Corporate Trust	11/16/2023	62,982.20
			Total for 11/16/2023:	176,237.28
13026	066	Airgas USA, LLC	11/29/2023	45.77
13027	3000	ALS Group USA, Corp.	11/29/2023	220.00
13028	673	Cintas Corporation	11/29/2023	300.58
13029	244	Clatskanie PUD	11/29/2023	9,062.10
13030	3513	Comcast	11/29/2023	747.42
13031	628	John Dewey	11/29/2023	150.00
13032	3831	First Citizens Bank & Trust Co. (CiT)	11/29/2023	125.00
13033	3598	FlashAlert Newswire	11/29/2023	170.00
13034	3870	Groat Bros., Inc.	11/29/2023	4,500.00
13035	778	Kenneth Holly	11/29/2023	105.88
13036	581	Home Depot Credit Services	11/29/2023	616.70
13037	3545	InRoads Credit Union	11/29/2023	907.85
13038	3545	InRoads Credit Union	11/29/2023	577.86
13039	3545	InRoads Credit Union	11/29/2023	1,198.26
13040	517	Lexipol LLC	11/29/2023	4,646.53
13041	049	Mallory Company	11/29/2023	12.47
13042	3644	More Power Computers, Inc.	11/29/2023	2,287.60
13043	3025	Northstar Chemical, Inc.	11/29/2023	1,141.25

Check No	Vendor No	Vendor Name	Check Date	Check Amount
13044	390	OAWU	11/29/2023	355.00
13045	098	Oregon Department of Revenue	11/29/2023	120.00
13046	2244	O'Reilly Auto Parts	11/29/2023	454.42
13047	029	Quill Corporation	11/29/2023	56.62
13048	407	Rodda Paint	11/29/2023	211.62
13049	069	Sierra Springs	11/29/2023	12.99
13050	3835	Solutions YES LLC	11/29/2023	56.46
13051	132	SBRK Finance Holdings Inc. Springbrook (11/29/2023	258.00
13052	3883	Sterling Technologies, LLC	11/29/2023	1,785.00
13053	089	USA Blue Book	11/29/2023	148.23
13054	3512	Verizon	11/29/2023	213.44
13055	3512	Verizon	11/29/2023	394.55
13056	3577	Wasco County Landfill, Inc.	11/29/2023	2,130.89
13057	078	Watkins Tractor & Supply Co	11/29/2023	223.21
13058	035	Wilcox & Flegel	11/29/2023	397.62
13059	035	Wilcox & Flegel	11/29/2023	243.27
13060	3865	Robert Williams	11/29/2023	840.08
Total for 11/29/2023:				34,716.67
ACH	1123	OR DEPT OF JUSTICE	11/30/2023	627.00
ACH	3832	VEBA	11/30/2023	650.00
ACH	FED TX	EFT Federal tax dep	11/30/2023	10,212.61
ACH	FICA	EFT EE/ER FICA	11/30/2023	11,972.32
ACH	Medicare	EFT EE/ER Medicare	11/30/2023	2,799.98
ACH	OR ST Tx	EFT Employee Oregon St Tx	11/30/2023	6,851.36
ACH	PERSEE	EFT PERS Employee /Employer Pa	11/30/2023	5,214.10
ACH	PERSER	EFT PERS Employer Paid	11/30/2023	17,674.32
ACH	PERU	EFT PERS Units	11/30/2023	2.48
13020	985	AFLAC	11/30/2023	152.59
13021	077	CIS Trust	11/30/2023	227.44
13022	3618	Office of the Trustee	11/30/2023	550.00
13023	ORS GP	Oregon Savings Growth Plan	11/30/2023	1,400.00
13024	079	Oregon Teamster Employer Trust	11/30/2023	23,769.62
13025	995	Teamsters Local No. 58	11/30/2023	858.00
Total for 11/30/2023:				82,961.82
Report Total (129 checks):				389,363.88

City of Rainier
2023/2025 Budget Year
11/30/2023
Budget Compared to Actual-Major Funds
Budget Variance by Appropriation

	2023-2025	11/30/2023	11/30/2023
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	3,686,050	1,842,638	49.99%
Expenditures			
10 **General Government	199,845	60,223	30.13%
20 City Building Maintenance	35,000	6,627	18.94%
30 Land Use & Development	67,351	15,139	22.48%
50 Library	156,422	29,638	18.95%
60 Attorney	20,000	3,035	15.18%
70 Finance & Administration	121,924	17,271	14.17%
80 Municipal Court	138,790	31,605	22.77%
90 Public Properties	324,823	57,712	17.77%
100 Police Department	2,071,604	357,238	17.24%
Sewer Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,940,700	362,614	18.68%
Expenditures			
Personnel Services	992,316	195,791	19.73%
Material & Services	602,245	163,354	27.12%
Capital Outlay	0	0	0.00%
Transfers	416,400	97,618	23.44%
Contingencies	206,868		0.00%
Water Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,816,000	402,206	22.15%
Expenditures			
Personnel Services	1,067,944	210,337	19.70%
Material & Services	470,295	99,222	21.10%
Capital Outlay	0	0	0.00%
Transfers	238,800	69,336	29.04%
Contingencies	220,579	0	0.00%
Timber Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	400,000	0	0.00%
Expenditures			
Material & Services	209,745	24,217	11.55%
Capital Outlay	0	0	0.00%
Contingencies	36,000	0	0.00%
Propery Purchase Reserve	196,318	0	0.00%
Street Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	518,300	66,516	12.83%
Expenditures			
Personnel Services	139,091	30,976	22.27%
Material & Services	279,845	48,955	17.49%
Capital Outlay	0	0	0.00%
Contingencies	70,000	0	0.00%
Transfers	100,000	0	0.00%
Special Projects Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	659,099.00	0	0.00%
Expenditures			
Capital Outlay	858,015	30,281	3.53%
Sewer Capital Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	1,116,630	2,645	0.24%
Expenditures			
Capital Outlay	1,448,990	686,103	47.35%
Water Capital Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	610,800	920	0.15%
Expenditures			
Capital Outlay	1,008,766	30,835	3.06%
Transportation Capital Fund	2023-2025	11/30/2023	11/30/2023
	Budget	YTD Actual	YTD % Variance
*Revenue	370,000	0	0.00%
Expenditures			
Capital Outlay	586,947	440,810	75.10%

*Excludes Beginning Balance

**Excludes Transfers

106 West "B" Street
P.O. Box 100
Rainier, Oregon 97048



Phone (503) 556-7301
Fax (503) 556-3200
www.cityofrainier.com

January 29, 2024

To: Rainier City Council

From: Skip Urling, City Planner

Re: Proposed Ordinance No. 1095, Accessory Dwelling Units

Attached is proposed Ordinance No 1095, which would amend the city zoning code to expand the opportunities for the development of accessory dwelling units (ADUs) in all residential zones except the High Density Residential R-3 district. It also provides standards for their development and processes for reviewing applications. The Planning Commission reviewed the ordinance from a policy perspective this past September and conducted a public hearing in December. ADUs are becoming increasingly popular throughout Oregon as a means of increasing housing opportunities across the spectrum of citizens facing challenges to find affordable housing needs.

There was no public input at the public hearing except for a letter from a housing advocate organization stating that a comprehensive plan amendment required a finding that there was a need for the amendment; no plan amendment is proposed or is necessary. The Planning Commission unanimously took action to forward Ordinance 1095 to the City Council for adoption.

CC: Scott Jorgensen
Sarah Blodgett

Attachments



December 11, 2023

To: Rainier Planning Commission

From: Skip Urling, City Planner

Re: Proposed Accessory Dwelling Unit Ordinance No. 1095

Attached is proposed Ordinance No. 1095, which would expand the opportunities for the development of accessory dwelling units (ADUs) in all residential zones except the High-Density Residential R-3 district. It also provides standards for their development and processes for reviewing applications. The Planning Commission reviewed the ordinance from a policy perspective this past September. ADUs are becoming increasingly popular throughout Oregon as a means of increasing housing opportunities across the spectrum of citizens facing challenges to find affordable housing needs.

Pursuant to Rainier Municipal Code (RMC) 18.125.010, amendments to the text of the comprehensive plan or RMC Title 17 shall be reviewed via a Type IV process with public hearings conducted first by the Planning Commission and subsequently by the City Council prior to the council taking action. RMC 18.125.010 provides two criteria as guidance for the Planning Commission's review:

C: Criteria. Text amendments shall be consistent with the following criteria:

- 1. Applicable provisions of the Rainier comprehensive plan; and*
- 2. Applicable statewide planning goals and/or administrative rules adopted by the Land Conservation and Development Commission.*

RAINIER COMPREHENSIVE PLAN POLICIES

The Rainier Comprehensive Plan contains 14 goals with associated policies. Three of the goals and their policies apply to this proposed code amendment. Those sets of policies are presented below together with an analysis of the proposed code amendment consistency.

GOAL 1: CITIZEN PARTICIPATION



To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

FINDINGS:

- 1. The City of Rainier depends on the efforts of its citizens to achieve its land use goals. Good faith, good communication and mutual trust and respect between the City of Rainier and its citizens are critical if Rainier is to grow and remain livable.*
- 2. The Planning Commission has traditionally encouraged and supported public participation and can most appropriately continue to lead the City's citizen participation efforts.*

POLICIES:

- 1. The Planning Commission is designated as the Committee for Citizen Involvement for Rainier. The Planning Commission has the responsibility for gathering citizen input and information concerning any proposed changes to the Rainier Comprehensive Plan. The Planning Commission may, upon approval from the City Council, form ad hoc committees which include members of the community to study special problems faced by the City.*
- 2. The City will provide as much financial support as possible to the Citizen Involvement process through the Planning Commission. However, volunteers will, of necessity, continue to be the mainstay of the process.*
- 3. The City shall ensure its citizens an adequate opportunity to review and comment on all planning and zoning decisions through public hearing and notice procedures established in state statute and set forth in the Rainier Comprehensive Plan and Zoning Ordinance.*

Staff finding: The fact that the planning commission is conducting a public hearing shows that the public has been offered the opportunity to participate. The city council's hearing will reinforce that opportunity. RMC 18.160.050 spells out the public notice requirements for Type IV actions. Following the code requirements, notice for the planning commission's hearing was published in the Clatskanie *Chief* November 24, 2023, at least 20 days in advance of the planning commission hearing and notice also was posted in three conspicuous public places.

This goal and policy set is satisfied.



GOAL 2: LAND USE PLANNING

To establish a land use planning process and policy framework as a basis for all decisions and actions related to the use of land, and to assure an adequate factual basis for such decisions and actions.

FINDINGS:

- 1. Oregon's land use planning system requires that local government comprehensive plans and implementing ordinances conform to the statewide planning goals.*
- 2. The City of Rainier uses the Comprehensive Plan document to state findings and policies and the Zoning Ordinance, Land Division Ordinance and other regulations to govern the use and development of land within the city.*
- 3. The City has prepared an inventory of land within the Urban Growth Boundary and has determined which areas of Rainier are most appropriate for residential, commercial, industrial and other land uses.*

POLICIES:

- 1. The City shall ensure that this comprehensive plan and all future legislative changes are consistent with the statewide planning goals adopted by the Land Conservation and Development Commission.*
- 2. The Comprehensive Plan and any future amendments to the Plan will be adopted by ordinance after adequate public hearings.*
- 3. The Zoning Ordinance, the Land Division Ordinance and any amendments to these ordinances shall conform to the Comprehensive Plan and shall be adopted by ordinance.*
- 4. The City shall maintain a Comprehensive Plan Inventory. This document provides the factual basis for the Comprehensive Plan. The inventory may be updated by the adoption of appendices or by revision of the entire document.*



5. To ensure that the Comprehensive Plan and implementing ordinances are kept current with the needs of the community, this plan shall be reviewed and updated every five to seven years, consistent with periodic review requirements established in state statute.

6. The City shall coordinate its planning programs and activities with affected public agencies and utilities. At a minimum, the City of Rainier coordination program will involve the following agencies:

- a. Columbia County
- b. Longview-Kelso [**Cowlitz-Wahkiakum**] Council of Governments
- c. Port of [**Columbia County**] St. Helens
- d. State Agencies (Dept. of Land Conservation & Development, Economic Development Department [**Business Oregon**], Division [Department] of State Lands, Department of Transportation, State Marine Board, Oregon Parks Department, Department of Environmental Quality)
- e. Rainier School District and other affected school districts
- f. West Rainier Diking [Company] District, Columbia River Peoples Utility District, Portland General Electric [**Clatskanie Public Utility District**] and other utilities
- g. Rainier Rural Fire District and Rainier City Police Department

7. The Comprehensive Plan Map and the Zoning Map will reflect the plan policies and apply land use categories in the following manner: (Author's note: the remainder of the policy merely describes the various plan map designations and zoning districts, and is not included here in effort to save paper and ink.)

Staff finding: Policy 3 applies to this amendment. The proposed amendment adds a new chapter to the zoning code and amending language of the four residential zoning district codes to provide greater regulatory flexibility for the development of additional housing and policy guidance on how accessory dwellings can be developed. No changes to the plan or zoning maps are proposed, so there is no nonconformity with the plan. An ordinance has been drafted and presented to the planning commission, and if approved, with or without changes, will be forwarded to the city council.

GOAL 10: HOUSING

To provide for the housing needs of the citizens of the State.



FINDINGS:

- 1. The population of Rainier has remained relatively unchanged over the last twenty-five years. The 1970 census population was 1,731; the 1994 population estimate is 1,700. Housing development has been similarly stagnant, with 635 total housing units in 1970 and 672 in 1990.*
- 2. Households in Rainier tend to be family households with household sizes similar to the average for the State. Housing in Rainier primarily has been for family housing in single family detached homes, including mobile homes. In 1990, 77% of Rainier's housing units were single family (attached or detached).*
- 3. Over time and as Rainier is influenced more by demographic trends in the Portland Metropolitan Area, its housing needs will likely shift toward housing for smaller and non-family households.*

POLICIES:

- 1. Land with slopes in excess of 20 percent, in known slide hazard areas and in designated floodplains and drainage ways has been considered unbuildable for the purposes of the buildable lands inventory. Very limited development will be allowed in these areas subject to engineering documentation that the proposed project can be constructed safely and will not result in a future hazard.*
 - 2. The Comprehensive Plan Map includes a range of designations to accommodate construction of a variety of housing types and densities.*
 - 3. The Zoning Ordinance will include provisions to allow zero-lot-line construction in specific zones to reduce lot and housing costs.*
- [4]5. The City will cooperate with the Columbia County Housing Authority, the Community Action Team and any other appropriate group or individual that wishes to construct low income housing within the Rainier Urban Growth Boundary. Affordable housing strategies in the City will be considered in the context of the Comprehensive Housing Affordability Strategy (CHAS) developed for the region including Columbia, Clatsop, Tillamook and Lincoln Counties.*



[5]6. The City will review Zoning Ordinance procedures and standards to ensure that they do not preclude the development of needed housing types in Rainier. The City will use land use standards and procedures which are clear and objective.

Staff finding:

Rainier is facing a shortage of housing opportunities. The proposed ADU ordinance is intended to increase housing opportunities for the existing and growing population of the city provided such accessory dwellings resemble and reflect the characteristics of the neighborhood where they would be located. ADUs also would provide homeowners with a means of obtaining rental income, companionship, security and services through tenant occupancy of an ADU.

Such action is consistent with this this goal.

OREGON STATEWIDE PLANNING GOALS

There are 19 statewide planning goals in the state of Oregon providing guidance to local governments in their efforts to plan for and use land. The 19 goals cover a variety of topics from citizen involvement to agricultural and forest lands, open space, environmental quality, natural disasters, recreation needs, the economy of the state, housing, public facilities, transportation, energy, urbanization, Willamette greenway, estuarine resources, coastal shorelands, beaches and dunes, and ocean resources. Of these, the same statewide goals have applicability to the proposed code amendments as those in the city's comprehensive plan identified above. The applicable goals are summarized below followed by a staff finding of how the proposal satisfies each one.

1. CITIZEN INVOLVEMENT Goal 1 calls for "the opportunity for citizens to be involved in all phases of the planning process." It requires each city and county to have a citizen involvement program containing six components specified in the goal. It also requires local governments to have a committee for citizen involvement (CCI) to monitor and encourage public participation in planning.

Staff finding: The comprehensive plan goal for citizen participation explicitly identifies the planning commission as the committee for citizen involvement. Public notice requirements included in the zoning code and are consistent with state laws. Notice for the planning commission



hearing followed the code requirements, which alerts the public of a pending action and provides the opportunity for the public to participate. The proposal satisfies this goal.

2. LAND USE PLANNING Goal 2 outlines the basic procedures of Oregon's statewide planning program. It says that land use decisions are to be made in accordance with a comprehensive plan, and that suitable "implementation ordinances" to put the plan's policies into effect must be adopted. It requires that plans be based on "factual information"; that local plans and ordinances be coordinated with those of other jurisdictions and agencies; and that plans be reviewed periodically and amended as needed. Goal 2 also contains standards for taking exceptions to statewide goals. An exception may be taken when a statewide goal cannot or should not be applied to a particular area or situation.

Staff finding: The city is in compliance with this goal with the subdivision and zoning codes having been in effect for 25 years. The proposal here is to add a chapter to Title 18 Zoning, Division IV, Exceptions and Supplementary Regulations that will provide guidance for the development of ADUs and processes for reviewing applications of such. It also amends the permitted use sections of the R-1, R-2 and R-3 zoning districts to allow ADUs outright. These factors satisfy this state goal.

10. HOUSING This goal specifies that each city must plan for and accommodate needed housing types, such as multifamily and manufactured housing. It requires each city to inventory its buildable residential lands, project future needs for such lands, and plan and zone enough buildable land to meet those needs. It also prohibits local plans from discriminating against needed housing types.

Staff finding: As discussed above and in the analysis of the comprehensive plan housing goal, the proposed code addition will provide additional opportunities for creating new residential units where there is now a dearth of opportunity for housing. This goal is satisfied.

Conclusions and Recommendation

The proposed accessory dwelling unit code amendments meets the criteria of RMC 18.125.010 Amendments to the text of the comprehensive plan or implementing ordinances. It conforms to the applicable and pertinent portions of the city comprehensive plan and the statewide planning goals. ADUs will provide increasing housing opportunities to the varied existing and future population of the city of Rainier. Therefore, staff recommends affirming the ordinance and sending it to the city council for adoption.

106 West "B" Street
P.O. Box 100
Rainier, Oregon 97048



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www.cityofrainier.com

Recommended motion: "Based on the findings and other information in the December 11, 2023 staff report, I move to endorse draft Ordinance 1095 and forward it to the city council for adoption."

Cc: Scott Jorgensen
Sarah Blodgett

Enclosure—Draft Ordinance No. 1095

ORDINANCE NO. 1095

AN ORDINANCE OF THE CITY OF RAINIER ADDING A NEW CHAPTER TO RAINIER MUNICIPAL CODE (RMC) TITLE 18, DIVISION V REGARDING ACCESSORY DWELLING UNITS, AMENDING RMC SECTION 18.05.100, CHAPTERS 18.15, 18.20 AND 18.25, AND REPEALING RMC SECTION 18.25.100

WHEREAS, the City of Rainier is facing a shortage of housing opportunities; and

WHEREAS, the City of Rainier desires to remedy this situation by providing for a variety of housing types to serve the diversity of its population; and

WHEREAS, the City of Rainier believes that accessory dwelling units provide one method of increasing the housing opportunities for the existing and growing population of the city provided such accessory dwelling units resemble and reflect the characteristics of the neighborhoods where they would be located; and

WHEREAS, accessory dwelling units will provide homeowners with a means of obtaining rental income, companionship, security and services through tenant occupancy of an ADU.

WHEREAS, the City of Rainier desires to establish the appropriate level of regulatory review for the type of accessory dwelling units proposed, and

WHEREAS, the City of Rainier Planning Commission held a duly noticed public hearing on _____ and concluded to recommend approval of the text amendments to the Rainier City Council; and

WHEREAS, the Rainier City Council held a duly noticed public hearing on _____ 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.

For the amendments below, *new language is italicized*.

Section 1. Rainier Municipal Code (RMC) Section 18.05.100 Definitions is amended as follows:

“Accessory dwelling unit (ADU)” means a second dwelling unit added to or created within, or constructed on the same lot as, an existing single-family dwelling, for use as a complete independent or semi-independent unit with provisions for cooking, eating, sanitation and sleeping.

Section 2. RMC Title 18, Division V is amended as follows:

Accessory dwelling units.

(1) Purpose. The city planner shall have the authority to approve attached accessory dwelling units (ADUs) which are consistent with single-family neighborhood character and the regulations and provisions herein. The Planning Commission shall have the authority to approve detached accessory dwelling units which are consistent with single-family neighborhood character and the regulations and provisions herein. It is not the intent of these regulations to provide for ADUs on every residential property and they shall not be deemed to create a right or privilege to establish or maintain an ADU which is not strictly in compliance with these regulations.

(2) Requirements. ADUs may be permitted in residential districts Suburban Residential (S-R), Low Density Residential (R-1) and Medium Density Residential (R-2) as accessory to single-family dwellings, subject to the requirements that follow.

(3) Site Requirements.

(a) A certification from the public works superintendent that existing water and sewer facilities serving the property are adequate is required.

(b) Only one ADU shall be permitted (attached or detached) as accessory to a single-family dwelling unit.

(c) An accessory dwelling unit may not be sold as a separate piece of property, or as a condominium unit, unless allowed by the existing zoning on the property.

(d) Parking. A minimum of two existing off-street parking space must be provided on the property where an ADU is proposed; one additional parking for the ADU is required.

(i) On-street parking is defined as parking spaces legally available for parking of vehicles. Posted time- or day-restricted parking spaces are not considered as available for purposes of this section.

(ii) A street/sidewalk entrance in the form of a walkway, landscaping features, mailbox post and similar construction to direct visitors to the ADU, is required per the determination of the city planner upon recommendation by the fire marshal.

(e) Fire department access shall extend to within 150 feet of all portions of the exterior walls of the building as measured by an approved route. Distances in excess of 150 feet may result in additional requirements for construction as approved by the fire code official. Alleys shall not be considered for fire department access.

(4) Building Requirements.

(a) Accessory dwelling units must be on the same lot as the single-family dwelling to which they are accessory. They may be attached (added to or created within) the existing single-family

dwelling as provided for in subsection (6) of this section, or detached as provided for in subsection (7) of this section.

(b) All housing and building codes and standards shall be applicable to all ADUs including, but not limited to, the building code, the plumbing code, the electrical code, the mechanical code, the fire code, and all requirements of the Columbia County health department. Note, manufactured homes may be used for ADUs but must be less than 10 years old.

(c) Detached ADUs shall have separate independent utility connections and solid waste facilities.

(d) The square foot area of any ADU, excluding any garage area, shall be of not less than 300 square feet nor in excess of 1,000 square feet, and it shall contain no more than two bedrooms.

(e) Street-facing entrances may be allowed. Exterior entrances can be located no closer than 10 feet to an adjoining private property line.

(f) Any exterior stairs shall be placed in the rear or side yard and no closer than 10 feet to an adjoining private property line.

(g) All ADUs shall have separate street addresses that are visible from both the street and alley that clearly identify the location of the ADU.

(5) Occupancy.

(a) The owner of the property or immediate family member of the property owner, or contract purchaser of record, of the single-family dwelling to which an ADU is accessory, shall reside either in the single-family dwelling or the ADU as a permanent place of residence (must occupy one of the dwelling units on the property for more than six months of each calendar year).

(b) Only one of the residences may be rented or leased.

(c) Vacation (short-term) rental, transient accommodation, and/or lodging is prohibited in ADUs or in single-family dwellings to which they are accessory. "Vacation (short-term) rental, transient accommodation and/or lodging" means the rental of any building or portion thereof used for the purpose of providing lodging for periods of less than 30 days.

(d) The ownership of ADUs may not be separated from ownership of the single-family dwelling to which they are accessory.

(f) Before issuance of the certificate of occupancy for an accessory dwelling unit, the homeowner must provide a copy of a statement recorded with the Columbia County Clerk.

(i) The statement must read:

An application for a permit for an accessory dwelling unit has been submitted to the city of Rainier by the owner of this property. Future owners are advised that the owner of the property must comply with all requirements of the Rainier Zoning Code, as amended, if the accessory dwelling unit is to be occupied or rented.

(ii) If an accessory dwelling unit is to be removed, appropriate permits and inspections must first be received from the city and Columbia County. If a homeowner wants to remove the statement as required by subsection (5)(f)(i) of this section from the property's title, then the city shall issue an appropriate release upon evidence that the accessory dwelling unit has been removed. The release shall be recorded by the homeowner with the county clerk's office and a copy of the recorded release shall be provided to the city.

(g) No day care centers or adult family homes shall be permitted in ADUs.

(h) The following permit and inspection requirements shall be met:

(i) No ADU may be added to, created within, or constructed upon the same lot as a single-family dwelling without a permit having been issued by the Columbia County Land Development Services department;

(ii) All applications for ADU permits shall be on forms provided by City Recorder, and the fee for such permit shall be as provided in the building code;

(iii) No ADU may be occupied unless the owner of record of the single-family dwelling to which it is accessory possesses a current certificate of occupancy for such ADU;

(iv) Before any permit for the creation or construction of an ADU is granted, the proposed site thereof and the plans and specifications therefor shall be inspected by the building and fire officials to assure that the provisions of this chapter are not violated; and

(v) The building official may inspect ADUs after giving proper notice, at such time as a complaint alleging noncompliance with this chapter is received by the city. The purpose of such inspection shall be to determine if such ADU is in compliance with the requirements of this chapter. If such inspection reveals that such ADU is in compliance, the building official shall issue a certificate of occupancy for said ADU. If the inspection reveals the ADU is not in compliance, the building official shall not issue a certificate of occupancy for said ADU, and shall notify the owner or contract purchaser of the single-family dwelling to which said ADU is accessory that said ADU must be vacated and not occupied until it is reinspected by the building official and found to be in compliance, or the ADU removed.

(6) Standards for Attached ADUs.

(a) All attached ADUs shall be designed to maintain the appearance of the single-family dwelling to which they are accessory. If an ADU extends beyond the current footprint of the single-family dwelling, it must be consistent with the existing siding of the single-family dwelling.

Any additions to an existing structure or building shall not exceed the allowable lot coverage or encroach into the required setbacks.

(b) When garage space is converted to accessory dwelling unit living space the portion of the driveway leading to the former garage may remain. The parking standards identified above will still apply.

(7) Standards for Detached ADUs. In the event that the Planning Commission grants a conditional use permit for the construction of a detached ADU (i.e., an ADU that is not added to or created within the single-family dwelling) in accordance with this chapter, all of the provisions of this chapter shall be applicable thereto. In addition, the following provisions shall be applicable to such detached ADUs:

(a) Landscaping may be provided for the privacy and screening of adjacent properties. Tall vegetative landscaping may be required between any windows or decks facing adjacent residential properties.

(b) Two-story, detached accessory dwelling units may be designed to protect the privacy of adjacent residential uses.

(c) Detached accessory dwelling units are not permitted in townhouse, zero lot line detached housing, or attached zero lot line housing developments.

(8) Conditional Use Hearings.

(a) All proposed detached ADUs shall require a conditional use permit be granted by the Planning Commission via a Type III review process with consideration of impacts to privacy of neighboring properties. Where practical, the ADU should be located and designed to minimize disruption of privacy and outdoor activities on adjacent properties. Strategies to accomplish this include, but are not limited to: window staggering, entries face away, no overlooking decks, landscaping.

(b) In its consideration of an application, the Planning Commission shall evaluate:

(i) Compliance with subsections (8)(a) and (b) of this section.

(ii) Window locations.

(iii) Impacts from shading of neighboring properties, specifically solar access and impacts to existing solar collection systems, photo-voltaic or solar heating.

(9) Existing Illegal ADUs.

(a) Application may be made for any accessory dwelling unit existing prior to the effective date of this chapter, to become legally permitted, pursuant to the provisions of this chapter.

(b) An application to legalize an existing ADU shall include an application for an ADU permit and a building permit application, showing changes made to the main residence or detached accessory building to accommodate the ADU. Approval shall be consistent with the ADU regulations and process outlined in this section. The ADU shall be reviewed using the current editions of building codes in place at the time its owner brings the unit forward for permit.

(c) Nothing in this section shall require that the city permit existing ADUs that are determined to be non-compliant with this chapter.

Section 3. RMC 18.15 is hereby amended as follows:

18.15.020 Permitted uses.

The following uses are permitted outright in the SR zone:

- A. Single-family dwelling.
- B. Manufactured home on an individual lot, subject to the standards of Chapter [18.100](#) RMC.
- C. Accessory buildings incidental to the primary residential use.
- D. Agricultural or forestry uses.
- E. Home occupation which meets the restrictions of Chapter [18.90](#) RMC.

by amended as follows:

F. Attached accessory dwelling unit.

8.15.030 Conditional uses.

The following uses are permitted in the SR zone when a conditional use permit is approved subject to Chapter [18.130](#) RMC:

- A. Public use.
- B. Semipublic use.
- C. Home occupation which does not meet the restrictions of Chapter [18.90](#) RMC
- D. Detached accessory dwelling units.*

Section 4. RMC 18.20 is hereby amended as follows:

18.20.010 Permitted uses.

The following uses are permitted outright in the R-1 zone:

- A. Single-family dwelling.
- B. Manufactured home on an individual lot, subject to standards of Chapter [18.100](#) RMC.
- C. Accessory buildings incidental to the primary residential use.
- D. Agricultural or horticultural uses. No poultry or livestock, other than household pets, shall be permitted within 100 feet of any residence on an adjacent lot.
- E. Home occupation which meets the restrictions of Chapter [18.90](#) RMC.

F. Attached accessory dwelling units.

18.20.020 Conditional uses.

The following uses are permitted in the R-1 zone when a conditional use permit is approved subject to Chapter [18.130](#) RMC:

- A. Two-family dwelling.

- B. Public use.
- C. Semipublic use.
- D. Home occupation which does not meet the restrictions of Chapter [18.90](#) RM
- E. *Detached accessory dwelling units.*

Section 5. RMC 18.25 is hereby amended as follows:

18.25.010 Permitted uses.

The following uses are permitted outright in the R-2 zone:

- A. All uses in the R-2 zone are subject to determination of possible compliance with Chapters [18.75](#) (Geologic Hazard Overlay) and [18.145](#) RMC (Design Review).
- B. Single-family dwelling (detached).
- C. Single-family, attached.
- D. Townhouses. Maximum of three units together on one parcel. Structures made up of more than three attached houses are prohibited unless approved by the city planning commission.
- E. Manufactured home on an individual lot, subject to standards of Chapter [18.100](#) RMC.
- F. Two-family dwelling (duplex).
- G. Accessory buildings incidental to primary residential use.
- H. Home occupation which meets the restrictions of Chapter [18.90](#) RMC.
- I. *Attached accessory dwellings.*

18.25.020 Conditional uses.

The following uses are permitted in the R-2 zone when a conditional use permit is approved subject to Chapter [18.130](#) RMC:

- A. Three-family dwelling (triplex).
- B. Public use.
- C. Semipublic use.
- D. Home occupation which does not meet the restrictions of Chapter [18.90](#) RMC
- E. *Detached accessory dwelling units.*

Section 6. RMC 18.25.100 is hereby repealed.

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 Municipal Code Text is amended for Chapters 18.05, 18.15, 18.20 and 18.25.
3. In support of the above amendments to the Municipal Code Text, the Rainier City Council hereby adopts the Findings of Facts and Conclusions of Law in the _____ City Planner Staff Report, together with its attached addendums and correspondence, 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 _____, 2023.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115

Fax: (866) 297-1402

Email: don@klssurveying.com

Exhibit A

A portion of Hickory Street per the Highway Addition to Rainier, lying in the Southeast and Northeast quarter of Section 17, Township 7 North, Range 2 West of the Willamette Meridian, City of Rainier, Columbia County, Oregon being more particularly described as follows:

- Beginning at the Northwest corner of Lot 19, Block 4, Highway Addition to the City of Rainier;
- thence South $67^{\circ}35'30''$ East along the North line of said Lot 19, 109.60 feet to the Northeast corner thereof;
- thence North $46^{\circ}24'00''$ East 65.70 feet to the Southeast corner of Lot 22, Block A, Second Replat of Highway Addition to Rainier;
- thence North $67^{\circ}35'30''$ West along the South line of said Lot 22, 109.60 feet to the Southwest corner thereof;
- thence South $46^{\circ}24'00''$ West 65.70 feet to the point of beginning.

Containing 6,578.61 S.F.

The basis of bearings is from the Second Replat of Highway Addition to Rainier

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D
Wallace

Digitally signed by Donald
D Wallace
Date: 2024.01.22 15:36:25
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OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/24



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115

Fax: (866) 297-1402

Email: don@klssurveying.com

Exhibit B

A portion of Hickory Street per the Highway Addition to Rainier, lying in the Southeast and Northeast quarter of Section 17, Township 7 North, Range 2 West of the Willamette Meridian, City of Rainier, Columbia County, Oregon being more particularly described as follows:

- Beginning at the Northeast corner of Lot 19, Block 4, Highway Addition to Rainier:
- thence North $67^{\circ}35'30''$ West along the North line of said Lot 19, 109.60 feet to the Northwest corner of thereof;
- thence North $46^{\circ}24'00''$ East 32.85 feet to the centerline of said Hickory Street;
- thence South $67^{\circ}35'30''$ East along said centerline, 109.60 feet;
- thence South $46^{\circ}24'00''$ West 32.85 feet to the point of beginning

The basis of bearings is from the Second Replat of Highway Addition to Rainier

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D
Wallace

Digitally signed by Donald
D Wallace
Date: 2024.01.22 15:37:47
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OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/24



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115

Fax: (866) 297-1402

Email: don@klssurveying.com

Exhibit C

A portion of Hickory Street per the Highway Addition to Rainier, lying in the Southeast and Northeast quarter of Section 17, Township 7 North, Range 2 West of the Willamette Meridian, City of Rainier, Columbia County, Oregon being more particularly described as follows:

- Beginning at the Southeast corner of Lot 22, Block A, Second Replat of Highway Addition to Rainier;
- thence North $67^{\circ}35'30''$ West along the South line of said Lot 22, 109.60 feet to the Southwest corner thereof;
- thence South $46^{\circ}24'00''$ West 32.85 feet to the centerline of said Hickory Street;
- thence South $67^{\circ}35'30''$ East along said centerline, 109.60 feet;
- thence North $46^{\circ}24'00''$ East 32.85 feet to the point of beginning.

The basis of bearings is from the Second Replat of Highway Addition to Rainier

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D
Wallace

Digitally signed by
Donald D Wallace
Date: 2024.01.22
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OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/24

EXHIBIT D

FOR DENNIS KENNA

IN THE NE AND SE 1/4 OF SECTION 17,

T7N, R2W, W.M.,

CITY OF RAINIER,

COLUMBIA COUNTY, OREGON

SECOND REPLAT OF
HIGHWAY ADDITION TO RAINIER

HICKORY STREET

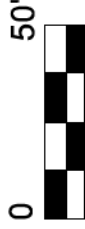
HICKORY STREET

LOT 15

LOT 22

LOT 1

LOT 19



DWG NO. 24-007 EXHIBIT
JOB NO. 24-007
1-22-2024

OLD COLUMBIA RIVER HIGHWAY



K.L.S. SURVEYING INC.
1224 ALDER STREET
VERNONIA, OREGON 97064
(503) 429-6115

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Donald D
Wallace

OREGON

JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/24

ORDINANCE NO. 1096

**AN ORDINANCE OF THE CITY OF RAINIER APPROVING OF THE VACATION OF
CERTAIN DESCRIBED PROPERTY TO THE CITY OF RAINIER, COLUMBIA
COUNTY, OREGON**

WHEREAS, the Petition for vacation of a portion of Hickory Street between View Street and Old Rainier Road is now on file with the City;

WHEREAS, the city legislative body caused notice of the hearing to be published once each week for two (2) successive weeks prior to the day of the hearing in a newspaper of general circulation in the city; and

WHEREAS, within five (5) days after the first day of publication of the notice, the city caused to be posted at or near each end of the proposed vacation a copy of the notice of the street vacation. Said notice was posted with the first publication being not less than fourteen (14) days before the February 5, 2024 hearing; and

WHEREAS, a public hearing was held on February 5, 2024; and

WHEREAS, the consent of the owners of the requisite area has been obtained; and

WHEREAS, the public interest will not be prejudiced by the vacation of this street; and

WHEREAS, all of the plat or streets proposed to be vacated are situated within the corporate limits of the City of Rainier;

THE CITY OF RAINIER ORDAINS AS FOLLOWS:

That the area described on Exhibit A attached to this ordinance is hereby vacated.

SIGNED and APPROVED this ____ day of _____, 2024.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

ORDINANCE NO. 1097

**AN ORDINANCE OF THE CITY OF RAINIER APPROVING OF THE VACATION OF
CERTAIN DESCRIBED PROPERTY TO THE CITY OF RAINIER, COLUMBIA
COUNTY, OREGON**

WHEREAS, the Petition for vacation for the 20-foot alley lying within Block 39, Plat of Unit “C” in West Rainier by Wilson Oil Inc. d.b.a. Wilcox & Flegel is now on file with the City; and

WHEREAS, the city legislative body caused notice of the hearing to be published once each week for two (2) successive weeks prior to the day of the hearing in a newspaper of general circulation in the city; and

WHEREAS, within five (5) days after the first day of publication of the notice, the city caused to be posted at or near each end of the proposed vacation a copy of the notice of the street vacation. Said notice was posted with the first publication being not less than fourteen (14) days before the February 5, 2024 hearing; and

WHEREAS, a public hearing was held on February 5, 2024; and

WHEREAS, the consent of the owners of the requisite area has been obtained; and

WHEREAS, the public interest will not be prejudiced by the vacation of this street; and

WHEREAS, all of the plat or streets proposed to be vacated are situated within the corporate limits of the City of Rainier;

THE CITY OF RAINIER ORDAINS AS FOLLOWS:

That the area described on Exhibit A attached to this ordinance is hereby vacated.

SIGNED and APPROVED this ____ day of _____, 2024.

Attested:

BY: _____
Jerry Cole, Mayor

BY: _____
Scott Jorgensen, City Administrator

EXHIBIT A

LEGAL DESCRIPTION

That certain 20-foot Alley running Easterly-Westerly, lying Northerly of Lots 15-17, along with that certain 20-foot alley running Northerly-Southerly, lying Easterly of Lots 4 and 17, Block 39, Plat of UNIT "C" WEST RAINIER, being a portion of the James Dobbins Donation Land Claim, located in the Northwest quarter of Section 17, Township 7 North, Range 2 West of the Willamette Meridian, City of Rainier, County of Columbia, State of Oregon.

EXCEPTING THEREFROM that portion of Highway 30, in Final Judgement, entered January 7, 1971 in Suit No. 17477, records of Columbia County, Oregon

Public Works Director Employment Agreement

CITY OF RAINIER EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2024 by and between the City of Rainier, Columbia County, Oregon, an Oregon municipal corporation herein referred to as “City,” and Patrick McCoy, herein referred to as “Employee,” both of whom agree and understand as follows:

WITNESSETH

WHEREAS, City desires to formalize by contract the employment of Employee as the Public Works Director for the City of Rainier; and

WHEREAS, Employee desires to accept such contract with the City of Rainier, Columbia County, Oregon under the terms and conditions specified in this Agreement;

NOW, THEREFORE, inconsideration of the recitals contained above and the mutual covenants contained herein, the City and Employee agree as follows;

AGREEMENT

1. Duties

Employee shall serve as the Public Works Director of the City of Rainier, and use his best efforts and devote his time to perform the functions and duties specified in the Job Description (Appendix A), Charter, Ordinances and Resolutions of the City of Rainier, the governance policies of the City of Rainier, and as required by applicable local, state and federal law, and to perform other legally permissible and proper duties and functions as reasonably assigned from time to time by the City Administrator without additional compensation.

Employee also agrees to include his contractual duties as City Forester as part of the Public Works Director position, as described in Appendix B.

2. Terms

2.1 The effective date of this Agreement is March 1, 2024. This agreement will automatically renew annually, unless City gives a 60-day notice of non-renewal.

2.2 Employee’s employment with the City is “at will” and serves at the pleasure of the Mayor, Council and City Administrator. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator, with a majority vote of the City Council, to terminate the services of Employee at any time, with or without notice for any lawful reason.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City subject only to the provision that Employee gives a thirty (30) day written notice to the City Administrator.

3. Termination and Severance Pay

3.1 In the event the City Administrator terminates Employee and Employee is willing and able to perform his duties as Public Works Director, then City shall pay severance equivalent to one (1) month salary calculated at the time employment ends and paid in a lump sum. Such severance shall be in addition to compensation for any vacation accrued.

3.2 In the event that Employee is terminated because of misconduct or failure to perform duties as directed, then the City shall have no obligation to pay severance; however, compensation for any vacation accrued will be paid.

3.3 If City reduces Employee's salary, or if City refuses to comply with any provision benefiting Employee under this Agreement, then Employee may, at his option, deem this Agreement terminated at the date of such reduction or refusal to comply and City shall be obligated to pay severance as required under Section 3.1 of this Agreement. Such severance shall be in addition to compensation for any vacation accrued.

4. Compensation

4.1 For all services rendered by Employee under this Agreement, City agrees to pay Employee a monthly compensation in the amount of \$9,166.66.

4.2 Employee will be eligible for an annual merit increase of 1% to 5% depending on budget and satisfactory employee evaluation. The Employee's compensation shall be paid pursuant to the City's payroll policies and practices applicable to other City employees, including withholding of all applicable local, state and federal taxes.

4.3 Employee shall receive any cost-of-living increase at the same rate, interval and dates as provided by City policy and as provided to other bargaining unit employees subordinate to the City Administrator.

4.4 Employee shall receive longevity pay at the same rate, interval and dates as provided to other employees.

4.5 The City shall provide for membership and licensure fees in organizations deemed appropriate by the City or required for the position. The City shall provide tuition, fees and expenses to include travel, accommodations and meals for attending such conferences, seminars, meeting and training as deemed appropriate by the City. Organizations for licensure deemed appropriate by the City include but are not limited to the Oregon Board of Engineering Examiners, Oregon Health Division and the Oregon Department of Environmental Quality.

4.6 Employee will receive an additional premium of 1% of base monthly pay for each certificate, to a maximum payment of 2%, for having and maintaining any of the certifications listed below:

Approved Oregon Certifications:

Water: Level 2 Certification with Filter Endorsement or

Level 3 Certification

Wastewater: Wastewater Treatment Level 3 Certification

5. Hours of Work and Personal Days

For purposes of this Agreement, one workday is equivalent to eight (8) hours or a work week is 40 hours a week. It is recognized and expected that Employee is an exempted employee and must devote time outside the normal City office hours to attend to the business of the City. In recognition of this additional time spent devoted to his duties, Employee is entitled to seven (7) days per year as paid personal leave provided at the start of each new fiscal year commencing with July 1, 2024 and may be granted additional personal leave at the discretion of the City Administrator. In addition, the Employee will begin employment with twenty (20) hours of personal leave for the remainder of the 2023-24 fiscal year that began on July 1, 2023 and ends on June 30, 2024. Employee may not carry over these personal days from fiscal year to fiscal year and must use such personal days during the fiscal year in which these are provided. Employee will not be compensated upon separation from employment for any accrued, unused personal days.

6. Vacation and Sick Leave

6.1 Employee shall accrue fifteen (15) days of vacation annually and shall be entitled to accrue vacation according to City policy or bargaining agreement or fifteen (15) days per year, whichever is greater. The Employee will be allowed to use five (5) days (40 hours) or vacation prior to accrual for the first year.

6.2 in the event of resignation, retirement or termination of Employee, Employee shall be paid the cash equivalent in a lump sum for his accrued vacation.

6.3 Employee shall accrue sick leave according to City policy or twelve (12) days per year, whichever is greater.

6.4 In the event of resignation, retirement or termination of Employee, compensation for unused sick leave will be as provided by City for other employees of the City (unpaid).

6.5 Employee shall report all personal, vacation and sick leave on a time sheet submitted to the City Administrator monthly. Requests for scheduled time off should be submitted in advance for approval by the City Administrator.

7. Disability, Health and Life Insurance

7.1 Employee shall be eligible for health insurance benefits as provided other City Employees and the City shall pay the premiums as provided in the collective bargaining agreement.

7.2 Employee also is eligible for City disability and life insurance similar to those provided by City for other employees of the City subordinate to the City Administrator.

8. Retirement

Employee shall be eligible for Public Employee Retirement System (PERS), employer's share of contribution to FICA and Medicare and an employee paid deferred compensation plan according to the terms made available to other management employees of the City. City agrees to

pay PERS retirement for Employee including employer share and Employee share, as is allowed by State law by contract. If PERS benefits are increased for other management employees of the City, then Employee shall receive the same benefit of any such increase at the same rate and interval.

9. Other Terms and Conditions of Employment

9.1 Employee shall be eligible for all holidays and other employee benefits not specifically set forth herein for which other collective bargaining employees subordinate to the City Administrator are eligible.

9.2 Employee shall devote his full-time attention and influence to the affairs, advancement and benefit of the City and shall not be employed by others or operate any outside business without the consent of the City Administrator, except as contained herein.

10. Bonding

City shall bear the full cost of fidelity or other bonds required of Employee.

11. Indemnification

City agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in his official capacity as agent and Employee of the City to the extent Employee was acting within the scope of his employment or duties as required by the Oregon Tort Claims Act as defined in Oregon Revised Statute 30.260 et seq.

12. Attorney's Fees

12.1 In the event of any arbitration proceeding or other suit or action arising out of or relating to this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs in connection therewith; provided, however that the prevailing party is not entitled to request, move for or be awarded any "enhanced fees" or fee multiplier in connection with a request or motion for its attorney fees.

13. Waiver of Breach

Waiver by the City or Employee of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or a waiver of this provision.

14. General Provisions

14.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the subject matter herein. No representations, oral or written, modifying or contradicting the terms of this Agreement have been made by any party except as contained herein. This Agreement may not be amended, modified or canceled except as provided herein or by written agreement of the parties signed by the party against whom enforcement is sought.

14.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

14.3 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without reference to principles governing choice or conflicts of laws.

IN WITNESS WHEREOF, The City of Rainier has caused this Agreement to be executed on its behalf by its Mayor and City Administrator, and Employee has signed and executed this Agreement, both in duplicate, as of the day and year first written above.

City of Rainier

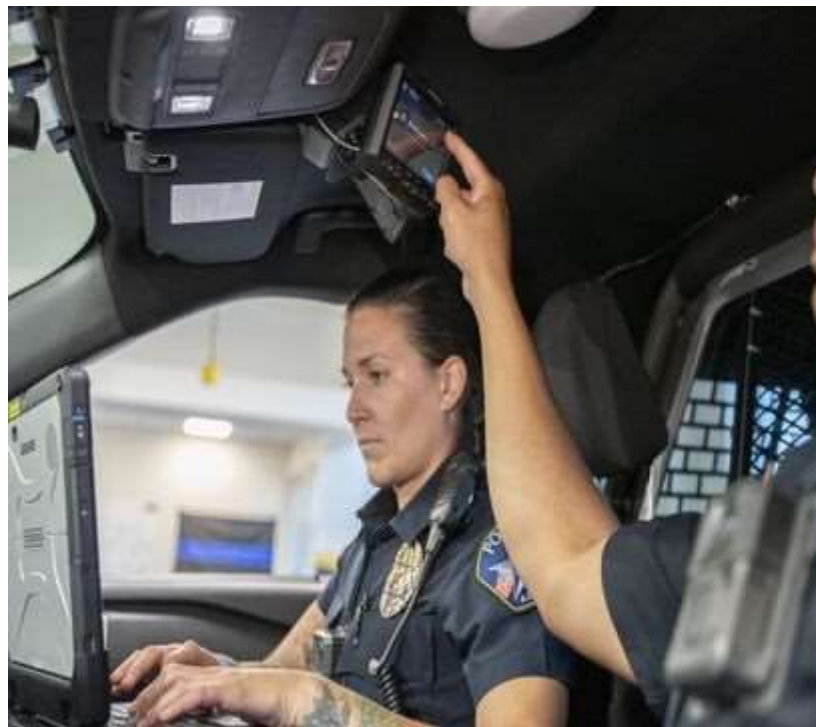
City of Rainier

By: Jerry Cole
Mayor

By: W. Scott
Jorgensen
City
Administrator

Employee

By: Patrick McCoy



RAINIER POLICE DEPT

(5) V700 VaaS - 4RE to Cloud

10/16/2023

10/16/2023

RAINIER POLICE DEPT
P O BOX 399
RAINIER, OR 97048

RE: Motorola Quote for (5) V700 VaaS - 4RE to Cloud
Dear ,

Motorola Solutions is pleased to present RAINIER POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide RAINIER POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Christopher Rivera at Christopher.Rivera@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Rivera

Billing Address:
RAINIER POLICE DEPT
P O BOX 399
RAINIER, OR 97048
US

Quote Date:10/16/2023
Expiration Date:01/14/2024
Quote Created By:
Christopher Rivera
Christopher.Rivera@
motorolasolutions.com

End Customer:
RAINIER POLICE DEPT

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	5	5 YEAR	\$4,140.00	\$4,140.00	\$20,700.00	
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CONFIG,PM	1		Included	Included	Included	
3	WGB-0142AAS	VIDEO EQUIPMENT, V300/V700 WIFI BASE FOR 4RE VAAS (\$5 PER MON)	5		Included	Included	Included	
4	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$5 PER MON)	5	5 YEAR	\$300.00	\$300.00	\$1,500.00	
5	WGB-0138AAS	VIDEO EQUIPMENT, V300/V700 TRANSFER STATION (\$30 PER MON)	1		Included	Included	Included	



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price	Refresh Duration
6	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	5	5 YEAR	Included	Included	Included	
7	WGA00668-KIT	V300/V700 LOCKING MOLLE MNT WITH BWC BOX	5		Included	Included	Included	
8	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	5		Included	Included	Included	3 YEAR
9	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	5	5 YEAR	Included	Included	Included	
10	SWV07S03593A	SOFTWARE ENHANCEMENTS	5	5 YEAR	Included	Included	Included	
11	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	5		\$137.50	\$110.00	\$550.00	
	VideoManager EL & EX: Video Evidence Management							
12	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	5	5 YEAR	\$5,593.75	\$4,475.00	\$22,375.00	
13	WGC02003	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA*	20	5 YEAR	\$2,656.25	\$0.00	\$0.00	
Grand Total						\$45,125.00(USD)		



Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$21,346.25	\$9,465.00
Year 2 Subscription Fee	\$20,658.75	\$8,915.00
Year 3 Subscription Fee	\$20,658.75	\$8,915.00
Year 4 Subscription Fee	\$20,658.75	\$8,915.00
Year 5 Subscription Fee	\$20,658.75	\$8,915.00
Grand Total System Price	\$103,981.25	\$45,125.00

DRAFT



MOBILE VIDEO SYSTEM ADMINISTRATOR SOLUTION DESCRIPTION

Mobile Video System Administrator service is tailored to meet your specific needs and provides an experienced and knowledgeable technical operations resource to assist with the management of your Mobile Video solution while you focus your attention on meeting your organizational goals.

The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

CUSTOMIZABLE DELIVERY

Motorola tailors the System Administrator service to the needs of the customer. The customer has the ability to obtain a full-time on location technician or a remote technician. This allows for flexibility and customization based on the level of support needed to support your system.

Onsite System Administrator

Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

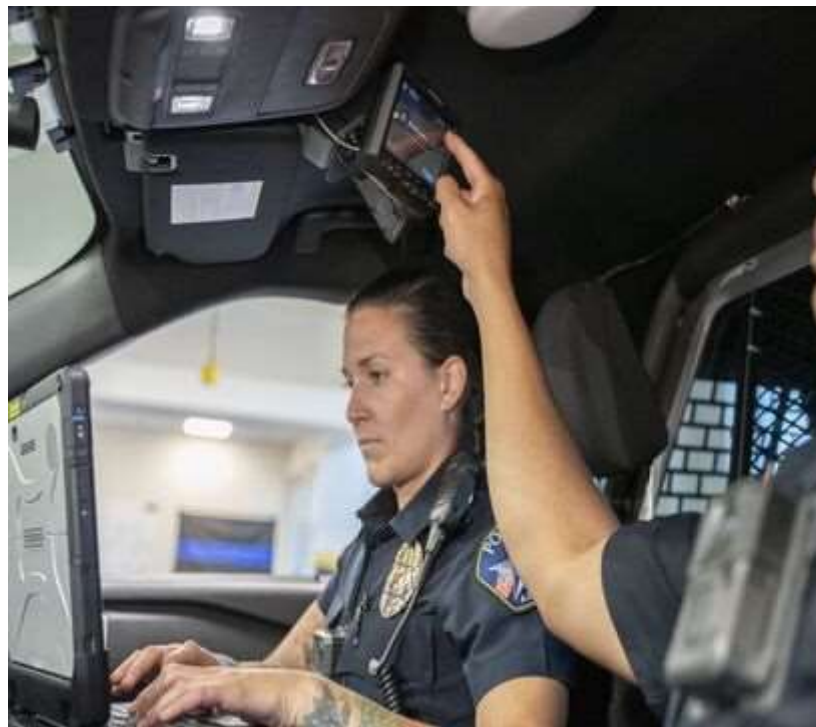
Time Based System Administrator (Remote Delivery)

The time based / remote system administrator service provides the customer the opportunity to rely on a time-based and dedicated team from Motorola. The resource is available at the Customer's request, to assist with patches, changes, or other issues as they arise within the customers Mobile Video solution. Assistance will be provided via phone, email, or video conference. They are also available proactively to help provide guidance on best practices within your organization.

SUBSCRIPTION SERVICE

The System Administrator service is provided as an annual subscription service and is subject to Motorola's standard terms and conditions and applicable Addenda located at https://www.motorolasolutions.com/en_us/about/legal/video_security_terms.html. In addition to those terms, the Customer acknowledges that the System Administrator Service is an annual subscription that auto-renews annually. If the Customer would like to terminate the Service, they may do so in writing sixty (60) days prior to the upcoming renewal term. In the event the Customer terminates for convenience during the term, Customer acknowledges that no pro-rata refund of any prepaid fees will be provided.





RAINIER POLICE DEPT

(5) V300 - 4RE Cloud

10/17/2023

10/17/2023

RAINIER POLICE DEPT
P O BOX 399
RAINIER, OR 97048

RE: Motorola Quote for (5) V300 - 4RE Cloud
Dear ,

Motorola Solutions is pleased to present RAINIER POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide RAINIER POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Christopher Rivera at Christopher.Rivera@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Christopher Rivera

Billing Address:
RAINIER POLICE DEPT
P O BOX 399
RAINIER, OR 97048
US

Quote Date:10/17/2023
Expiration Date:01/15/2024
Quote Created By:
Christopher Rivera
Christopher.Rivera@
motorolasolutions.com

End Customer:
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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
V300							
1	WGB-0138A	V300 TRANSFER STATION II	1		\$1,868.75	\$1,495.00	\$1,495.00
2	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	5		\$681.25	\$545.00	\$2,725.00
3	WGB-0193A	V300 BODY WORN CAMERA, BELT LOCK MOUNT	5		\$1,243.75	\$995.00	\$4,975.00
4	WGP02614	V300, BATT, 3.8V, 4180MAH	5		\$123.75	\$99.00	\$495.00
5	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	5		\$250.00	\$200.00	\$1,000.00
VideoManager EL & EX: Video Evidence Management							
6	WGW00122-410	REMOTE DEPLOYMENT, TRAINING, CONFIGURATION AND PROJECT MANAGEMENT	1		\$1,875.00	\$1,500.00	\$1,500.00



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	5	1 YEAR	\$1,118.75	\$895.00	\$4,475.00
8	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	5	1 YEAR	\$868.75	\$695.00	\$3,475.00
Grand Total					\$20,140.00(USD)		



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The role spans across the Mobile Video system by providing assistance and guidance on your video evidence solution as well as your body-worn cameras and in-car video systems, enabling you to upload video evidence quickly and securely. The System Administrator is a qualified and trained technical operations professional with in-depth knowledge of Motorola Mobile Video solutions.

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Motorola Onsite System Administrator (OSA) provides customers with a dedicated full-time resource from Motorola global support and managed services organization. This resource is focused on administering and supporting your Mobile Video System to ensure optimum performance and availability. By partnering with the Customer, the OSA will develop an understanding of the customer's specific environment, specific requirements, and customizations. The OSA will act as the interface between Motorola technical support teams to achieve the goals outlined by the Customer.

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Subject: FW: Findings for 23-1001

From: skip urlingplanning.com <skip@urlingplanning.com>

Date: 12/14/2023 3:13 PM

To: "Stephen Petersen (spetersen@petersenatlaw.com)" <spetersen@petersenatlaw.com>

CC: Scott Jorgensen <Sjorgensen@cityofrainier.com>

Skip Urling
Urling Planning Associates
360.431.5117

From: Samuel Goldberg <sgoldberg@fhco.org>

Sent: Thursday, December 14, 2023 2:48 PM

To: skip urlingplanning.com <skip@urlingplanning.com>

Subject: Findings for 23-1001

Hello Skip,

I am the coordinator for a project which evaluates housing-related PAPAs for Goal 10 compliance. In reviewing the staff report for 23-1001, we did not find any citation of need identified in an adopted Housing Needs Analysis (HNA), which is generally required for any amendment to the Comprehensive Plan which would affect the quantity or location of housing. To be clear, we are not in opposition to the amendment, we are only requesting a supplemental finding which contains that information.

Thank you,

Samuel Goldberg
Education & Outreach Specialist
Fair Housing Council of Oregon
1221 SW Yamhill St. #305
Portland, Oregon 97205
(503) 223-8197 ext. 104
Preferred Pronouns: He/Him/His



Subject: Watchguard replacement quotes
From: Gregg Griffith <ggriffith@cityofrainier.com>
Date: 12/26/2023 11:39 AM
To: Scott Jorgensen <Sjorgensen@cityofrainier.com>

Scott,

Attached are the two quotes regarding replacing the video camera system for the PD. My recommendation will be to go with the V700 as it ends up being a better deal.

Chief Gregg Griffith
Rainier Police Department
106 West B St.
P.O. Box 399
Rainier, Oregon 97048
503-556-3644

*****CONFIDENTIALITY NOTICE*****

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

—Attachments:—

(5) V700 VaaS.pdf	1.1 MB
(5) V300 & 4RE to Cloud - 1 Year.pdf	985 KB



January 23, 2024

CITY OF RAINIER
PO BOX 100
RAINIER OR 97048-0100

Quote # 2024-POR-0022
Project Name: Rainier, City of
Job Name: 3153

**Xylem Water Solutions USA, Inc.
Flygt Products**

9625 SW Tualatin Sherwood Road
Tualatin, Oregon 97062
Tel (503) 240-1980
Fax (503) 240-3445

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

3153~434

Qty	Description	Unit Price
1	Flygt Model NP-3153.095 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 434 impeller, 1 x 50 Ft. length of SUBCAB 4G16+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 22,842.72

Total Price \$ 22,842.72

Freight Charge \$ 1,150.00

Total Price \$ 23,992.72

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms of payment: 100% N30 after invoice date.



City Administrator Report
February 5, 2024 Rainier Council Meeting

Mayor Cole and Members of the Council,

On January 8, I met with Garrett Altmann at Policy Innovation about possible federal grant funding for the Fox Creek project. Along with Public Works Director Pat McCoy, I also met that day with City Engineer Preston Van Meter.

A meeting was held the following day with local officials about the Housing Implementation Plan grant that was received by the county. I attended that, along with the Columbia Economic Team meeting.

Mayor Cole and I provided testimony January 10 at a Columbia County Board of Commissioners public hearing in support of the proposed NEXT Renewables project.

On January 11, I participated in the ribbon cutting ceremony for 2nd Mouse Studio and the one-year anniversary of Mee Maw's Attic opening. That was followed by a Rainier Chamber of Commerce meeting and a meeting with representatives of Columbia River PUD, the Port of Columbia County, Columbia County Planning department, City Planner Skip Urling, Mayor Cole and Paul Vogel from Columbia Economic Team about future industrial development in West Rainier.

I provided some materials for the city's website update January 16 and met with Colin Cooper, the new executive director of Col-Pac. Two days later, I met with Chris Leiker from More Power Technology Group to plan for the city's future IT needs and started putting together materials for a goal setting session, if council wishes to hold one this year.

January 19, I met with the Rainier Oregon Historical Museum and visited the senior center to see the work that's being done on its expansion.

I worked with Senator Suzanne Weber's office January 22 on the capital construction request the City is making for the 2024 legislative session for the Debast water line project.

Finally, I attended the January 26 library board meeting. It had been postponed for two weeks because of the snow storms.

At Your Service,

W. Scott Jorgensen, Executive MPA
City Administrator