

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

Mayor Jerry Cole called the council meeting to order at 6:38 p.m.

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

Council Absent: None

City Attorney Present: No

City Staff Present: W. Scott Jorgensen, City Administrator; Gregg Griffith, Police Chief; Russ Reigel, Public Works Director

Flag Salute

Mayor's Address: Mayor Jerry Cole said that the groundbreaking ceremony earlier in the day for the Rainier Oregon Historical Museum had good attendance and went well.

Additions/Deletions from the Agenda: City Administrator W. Scott Jorgensen requested that Supplemental Environmental Project be added to the agenda as item h under new business. Council President Mike Kreger moved to add that item to the agenda. That motion was seconded by Councilor Scott Cooper and adopted unanimously.

Visitor Comments: Columbia County Sheriff's Office Captain James Macfarlane said a jail levy measure will be on the May 21 ballot. A three-year levy was first passed in 2014 at .57 per thousand dollars of assessed value. It was renewed in 2017 and 2020 at the same rate. The current measure is for four years and will be at the rate of .87 per thousand dollars of assessed value.

Approval of the Consent Agenda

Consider Approval of the April 1, 2024 Regular Council Meeting Minutes and Financial Statements—Cooper moved to approve the consent agenda. That motion was seconded by Kreger and adopted unanimously.

New Business

a. Audit Report Presentation—Jeff Voreis from Pauly Rogers summarized the written report that was included in the meeting packet. Councilor Connie Budge said that she is a longtime councilor and had never previously been presented with the governing body questionnaire. She reviewed public record laws and had a series of questions and concerns about the questionnaire that were forwarded to Pauly Rogers. No response was ever received. Voreis said the questionnaire is standard procedure. Budge requested answers to her questions in writing. Councilor Robert duPlessis said he's been on council for ten years and this is the first time he's seen such a questionnaire. Voreis went over the methods used to conduct the audit. The results were a clean opinion with numbers fairly presented and

nothing needing to be changed. No management letter was issued. There were no material weaknesses regarding the internal controls or how items are recorded.

b. Resolution 24-05-01—Proclaiming Authorization of a Loan from the Oregon

Department of Environmental Quality Clean Water State Revolving Fund for the Wastewater Collection System Master Plan—Budge moved to approve the resolution. That motion was seconded by duPlessis and adopted unanimously.

c. Wastewater Plant Centrifuge Control Screen Replacement—Public Works Director Russ Reigel said that the centrifuge was repaired and shipped back earlier in the day. It should be installed in a couple of weeks. Cole said the replacement had to be done immediately, but added that Jorgensen and the public works liaisons were aware of the situation. Budge moved to approve the \$23,733.93 expenditure for the replacement. That motion was seconded by Councilor Jeremy Howell and adopted unanimously.

d. Intergovernmental Agreement with Columbia County for the Use of Work Crews—Kreger moved to approve the agreement. That motion was seconded by Councilor Paul Langner and adopted unanimously.

e. First Reading of Ordinance 1098—Amending Ordinance 917 and Chapter 10.30.010 of Rainier Municipal Code—Jorgensen explained that the police department has received complaints about people parking in front of mailboxes. The ordinance governing parking in the city was passed in 1987 and doesn't include any language prohibiting that practice. This proposed ordinance adds a single sentence to that ordinance and the portion of the city code that codifies it to prohibit parking in front of mailboxes.

f. City Hall Improvements—Reigel said he received three bids for the roof replacement and recommends the second bid of \$74,931. Jorgensen said the underwriter for the city's insurance company took aerial photographs of the city hall building and is asking that the roof be replaced. Langner moved to approve the bid. That motion was seconded by Cooper and adopted unanimously. Cole said he reviewed the three bids Reigel received for window replacement and prefers the third option. He researched the company and feels that it does good work. The original proposal was to replace the windows in the administrative office. However, the work won't get any cheaper. As such, he proposes that all the windows be replaced. City hall is an historic building and the city is responsible for taking care of it. Jorgensen said that window replacement was included in past city budgets. Cole suggested taking out a loan from the Timber Fund. The total amount should be around \$130,000. Jorgensen said that there is currently \$1.5 million in the Timber Fund. The City made a profit of around \$500,000 on its last timber sale. duPlessis moved to approve the bid to replace all the windows and frames, with the work to be funded through a zero percent loan from the timber fund. That motion was seconded by Kreger and adopted unanimously.

g. Executive Compensation—Cole said that historically, the City's administrative position has served as a stepping stone and that's hard on staff. The City went without one for two years and had one acting remotely for a while. Good executives are hard to find and he wants to form a council subcommittee to look at the compensation for that position for the sake of better enabling the City to retain its administrators. The subcommittee can compare the administrator salary with others in the region and make a recommendation. Cooper and Langner volunteered to serve as the subcommittee. Budge said that the administrator position now includes more duties than it did before and suggested looking at how the job description has changed.

h. Supplemental Environmental Project—Jorgensen recommends that the City pay the \$67,380 in fines to the Department of Environmental Quality in lieu of doing the Supplemental Environmental Project previously approved by that agency, as was discussed in the council work session earlier in the day. Kreger moved to authorize staff to pay the fines. That motion was seconded by Councilor Denise Watson and adopted unanimously.

Unfinished Business

- a. Fox Creek Update—Jorgensen said he has obtained the legal description of the vacant lot property and passed it on to its owner, along with an application to start the partitioning process. He put together a list of stakeholders and recently emailed everyone on it to inform them that Oregon Solutions may be taking over the project.
- b. Wastewater Plant MAO—Jorgensen said he reached out to the city’s engineer about the progress on the Wastewater Master Plan. The response is included in the meeting packet.
- c. Senior Center Expansion—Kreger said he looked at the project and noted some issues. He had a contractor take a look to get a second opinion. The work that has already been done doesn’t have to be torn down. It doesn’t have to be started over. The drawings required to obtain the permits don’t have to be engineered. Reigel said he has drawings for the building and can submit a letter to the county for the permits.

Staff Report—Police Chief Gregg Griffith said the new camera system is in place and the department has an applicant going through the hiring process. Jorgensen said he toured the county jail, worked on putting a lien on the house council declared a nuisance, attended meetings of the Cowlitz-Wahkiakum Council of Governments, submitted a pre-application for the Transportation and Growth Management Program Planning grant to fund a Transportation System Plan Update and the REDCO financial reports to the taxing districts that contribute to it. He participated in the oral boards for the police officer candidates and appeared on KOHI radio along with Cole to promote the upcoming summer concert series.

Council Reports—Langner said he attended the city/county dinner the previous week. Watson attended the League of Oregon Cities conference in Klamath Falls and the small city meeting in St. Helens. Howell and duPlessis thanked the public works department for its efforts in getting projects completed.

City Calendar/Announcements—Jorgensen said the first day to file for council positions is June 5 and nine signatures will be required for the petitions. The last day is August 27. Council agreed by consensus to convene the Budget Committee June 17 at 6 p.m.

Executive Session—*The Rainier City Council will hold an executive session under ORS 192.660 (2)(h) to consult with counsel concerning the legal rights and duties of a public body about current litigation or litigation likely to be filed.*

Jorgensen said he had no updates at this time, so an executive session is not necessary.

Cole adjourned the meeting at 8:15 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

City of Rainier
City Council Work Session
May 6, 2024
5 p.m.
Rainier City Hall

Mayor Jerry Cole called the council meeting to order at 5:17 p.m.

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

Council Absent: None

City Attorney Present: No

City Staff Present: W. Scott Jorgensen, City Administrator; Russ Reigel, Public Works Director

Flag Salute

Visitor Comments: Washington State Senator Jeff Wilson invited the members of the council to the Monticello Convention Ribbon Cutting ceremony in Longview scheduled for May 30.

Public Works Department Review

a. Budget—City Administrator W. Scott Jorgensen gave an overview of the budget memo that was included in the meeting packet. Revenues for the Sewer Fund of the public works department budget are below projections because the city has closed its septage receiving during heavy rains. This was done because it decreases the likelihood of the wastewater plant being out of compliance and because the centrifuge is in need of repair. But the City typically receives around \$30,000 per month in septage receiving fees. He recommends that the City increase the fees it charges for receiving septage and install a metering system and the septage receiver that is already at the wastewater plant. Projected sewer revenue in the Sewer Fund is in line with projections. The Sewer Capital Improvement Fund included a revenue line item for State Infrastructure Aid that the City will not be receiving. It also includes a line item for a loan to fund the Wastewater Master Plan. That loan has been approved. A resolution will be presented to council at its regular meeting later on in the evening that needs to be passed in order for the City to receive it. There's an expenditure line item of \$73,450 for a Supplemental Environmental Project involving the installation of bioswale facilities near Fernhill Road. Whenever the City is fined by the Department of Environmental Quality (DEQ), it has the option of putting some of that dollar amount towards a project with environmental benefits. However, that project had an estimated cost of over \$150,000. The actual fines from DEQ total \$67,380. He recommends that the City just pay the fine instead of doing the project and can add that the agenda of the council meeting later on that evening. Projected revenue in the Sewer Fund is in line with projections. The Water Capital Improvement Fund has a line item under resources for State Infrastructure Aid. The City was not awarded those funds and cannot spend them. The Street Fund's resources include a transfer of \$238,200 from the General Fund. Staff transferred half of that amount in April and will transfer the other half after July 1. The Transportation Capital Improvement Fund includes a resource line for the Small City

Allotment Grant (SCA). It's a reimbursement grant, but the program allows for cities to request half of the funding in advance of the project's completion. Staff made that request and the funds have been received. The City can apply for up to \$250,000 in SCA funds in the next cycle if it completes the current project by August 1. The Transportation Capital Improvement Fund includes a resource line item of \$100,000 from a transfer from the Street Fund. In April, staff transferred half of that amount. The remainder will be transferred after July 1. The City is expecting \$200,000 from the Oregon Department of Transportation as part of a fund exchange program. Another resource line item is for a Transportation System Plan grant. Staff has completed the pre-application process. The Special Projects Fund includes resource line items for a series of grants. But the City will not likely receive any of those by the end of the 2023-25 biennium, so those funds cannot be spent. Most of the resources for the Special Projects Fund come from a General Fund transfer of \$400,000. Half of those funds were transferred in April. The other half will be transferred in July. The Special Projects Fund is being used for the ongoing improvements to City Hall. Jorgensen recommends that the City prioritize public works projects based on necessity and budgetary realities. Many projects have been started and not finished. Projects that are time sensitive or already underway should be finished first. Others can be planned for future budget cycles. He also recommends that the City revert back to a yearly budget. Many of the public works funds started the biennium with robust beginning fund balances, but that may not be the case for future budgets.

b. City Facilities Condition Update—Public Works Director Russ Reigel said that bids for the roof and windows at city hall will be on the agenda for the council meeting later on that evening. The wall of the administrative office has been painted and the ceiling tiles have arrived. The contractor who was going to do the work for Richards Road backed out. That project may involve a contractor and staff, but he may have to reevaluate it. For Fox Street, a contractor is lined up to run a camera through the sewer line. He's requested bids for the paving work and a water line will have to be installed as part of that project. The floors and partitions for the park bathrooms are done and the doors need to be installed. Mayor Jerry Cole suggested that the Fox Street project be pushed back a year and another, easier project be done instead. At the wastewater plant, the clarifier needs to be cleaned and sand and silt removed. Maintenance will be done while that is happening. The lighting at the wastewater plant has been repaired. The large filter at the water plant will be rebuilt this summer. The electrical work was finished at the pump station at Old Rainier Road. He wants to clean and paint it and replace the door. The watershed dam is also going to need some work.

c. Projects and Priorities

d. Staff Certifications and Trainings—Jorgensen said that he has hired a part-time operator to sign off on the wastewater system. He starts on May 17. Among the public works employees, a Utility II is a certified Level I in Wastewater Collections, Level I in Water Distribution and a certified cross connection specialist and is scheduled to take the water treatment test. The other Utility II has a Grade II in water treatment and distribution and a Grade II in wastewater collection and treatment. A Utility I is a certified cross connection specialist, is interested in becoming a back flow tester, is open to learning the water and wastewater plants and was recently promoted to operator in training. A Utility I has no certifications in water or wastewater but has three years of full-time experience as an operator in the wastewater plant and is currently a backup. He is interested in becoming a Utility II and obtaining certifications in collections, distribution and wastewater treatment and has signed up to take tests for distribution certification and will then take them for collections and Level I wastewater.

Cole adjourned the work session at 6:09 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT



May 3, 2024

Scott Jorgensen – City Administrator
City of Rainier
106 W B Street
Rainier, OR 97048

RE: Request for Solid Waste and Recycling Rate Adjustment

Dear Mr. Jorgensen,

Hudson Garbage Service would like to propose an adjustment to our solid waste and recycling rates. We continue to experience upward cost pressures in our business as we have the past several years. Fuel costs continue to remain unstable and have increased from prior year. We have also continued to evaluate and raise our employee wages to remain competitive in our driver and mechanic ranks specifically. Skilled and professional drivers and mechanics remain challenging to recruit and retain, causing increased labor costs to our company.

Columbia County is increasing the disposal fee at the transfer station 3.6% effective July 1st, 2024, also impacting the cost of our operation. As you know, the disposal component is a large percentage of our rates we charge customers. Supply chain challenges remain impactful to our business specifically the cost for parts and materials for our equipment. New truck deliveries from manufacturers are still delayed anywhere from 12-18 months, causing us to run older equipment longer than anticipated at a higher cost.

These are a few examples of some of our larger cost impacts. Given these pressures, we are requesting an increase to our service rates, effective July 1, 2024. As you recall, we have not adjusted rates in the City of Rainier since July of 2022. In 2022 CPI was over 8% and in 2023 it was 4.3%. Additionally, Columbia County increased the disposal rates in 2023 by 5.1%. We feel our request is fair to the community, and still lower than the CPI over the past two years.

We look forward to meeting with the council to answer any questions. We also want to thank you and the City of Rainier for the continued relationship we have. We are proud to be your community partner!

Regards,

Josh Brown

Josh Brown
District Manager

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2024
CITY OF RAINIER**

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
RESIDENTIAL SERVICES			
WEEKLY			
(1) 35 Gallon Cart Weekly	PER MONTH	\$ 28.46	\$ 30.70
Each Additional 35 Gallon Cart Weekly	PER MONTH	\$ 18.01	\$ 19.50
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 44.84	\$ 48.40
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 39.46	\$ 42.60
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 65.68	\$ 70.90
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 57.79	\$ 62.40
(1) 35 Gallon Cart Weekly - No Recycle <i>(to be used for areas inaccessible to recycle truck)</i>	PER MONTH	\$ 23.69	\$ 25.60
EOW			
(1) 35 Gallon Cart Every Other Week	PER MONTH	\$ 24.14	\$ 26.10
Each Additional 35 Gallon Cart Every Other Week	PER MONTH	\$ 5.95	\$ 6.40
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 28.46	\$ 30.70
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 25.04	\$ 27.00
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 41.68	\$ 45.00
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 36.68	\$ 39.60
MONTHLY			
(1) 35 Gallon Cart OAM	PER MONTH	\$ 8.89	\$ 9.60
(1) 35 Gallon Cart OAM - With Recycle	PER MONTH	\$ 13.66	\$ 14.80
ON-CALL			
(1) 35 Gallon Cart On Call - Garbage Only	PER MONTH	\$ 7.02	\$ 7.60
RECYCLE			
(1) 95 Gallon Recycle EOW - Only Recycle or On Call Garbage		\$ 4.78	\$ 5.20
(1) 95 Gallon Recycle EOW - Additional or OAM Garbage		\$ 4.78	\$ 5.20

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2024
CITY OF RAINIER

RATE FREQUENCY	City of Rainier	
	CURRENT RATE	NEW RATE

DROP BOX

5 Yard Dropbox Haul (\$300 DEPOSIT)	PER PICKUP	\$ 188.00	\$ 203.00
10 Yard Dropbox Haul (\$300 DEPOSIT)	PER PICKUP	\$ 188.00	\$ 203.00
20 Yard Dropbox Haul (\$300 DEPOSIT)	PER PICKUP	\$ 188.00	\$ 203.00
30 Yard Dropbox Haul (\$350 DEPOSIT)	PER PICKUP	\$ 220.00	\$ 238.00
40 Yard Dropbox Haul (\$375 DEPOSIT)	PER PICKUP	\$ 252.00	\$ 272.00
Daily Rental Fee (After 1 Week with no dump)	PER PICKUP	\$ 7.55	\$ 8.20
Pass Through Disposal Fee (Includes 5% Franchise Fee)	PER TON	\$ 106.28	\$ 114.80
RO Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.25	\$ 1.40

COMMERCIAL

Temp 2 Yard Container (First 7 Days)	PER PICKUP	\$ 79.58	\$ 85.90
Comm Daily Rental Fee (After 7 Days)	PER DAY	\$ 2.52	\$ 2.70
Comm Container Overfill/Overweight	PER YARD	\$ 17.14	\$ 18.50
Comm Container Extra Yardage Fee	PER PICKUP	\$ 17.14	\$ 18.50
Comm Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.25	\$ 1.40
Return Trip Charge - Business	PER PICKUP	\$ 20.00	\$ 21.60

BULKY

TIRE under 16" no/rim	PER PICKUP	\$ 7.83	\$ 8.50
TIRE under 16" w/rim	PER PICKUP	\$ 18.72	\$ 20.20
HOT WATER HEATER	PER PICKUP	\$ 42.14	\$ 45.50
SM MATTRESS	PER PICKUP	\$ 13.86	\$ 15.00
M/LG MATTRESS	PER PICKUP	\$ 21.07	\$ 22.80
Small Furniture	PER PICKUP	\$ 16.44	\$ 17.80
*Table, Chair - doesn't fit in cart			
Medium/Large Furniture	PER PICKUP	\$ 33.13	\$ 35.80
*Couch, lounge chair			
Small Appliance	PER PICKUP	\$ 16.64	\$ 18.00
*Microwaves, stoves, etc.			
Medium/Large Appliance	PER PICKUP	\$ 33.32	\$ 36.00
*Remove motors from washer/dryer, dishwasher, stove			
*No refrigerators or freezers, freon or compressors			

HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2024
CITY OF RAINIER

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
WEEKLY			
(1) 35 Gallon Cart Weekly Business	PER MONTH	\$ 23.69	\$ 25.60
Each Additional 35 Gallon Cart Weekly Business	PER MONTH	\$ 18.00	\$ 19.40
(1) 65 Gallon Cart Weekly	PER MONTH	\$ 40.06	\$ 43.30
Each Additional 65 Gallon Cart Weekly	PER MONTH	\$ 35.25	\$ 38.10
(1) 95 Gallon Cart Weekly	PER MONTH	\$ 65.68	\$ 70.90
Each Additional 95 Gallon Cart Weekly	PER MONTH	\$ 57.79	\$ 62.40
EOW			
(1) 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 19.36	\$ 20.90
Each Additional 35 Gallon Cart Every Other Week Business	PER MONTH	\$ 15.01	\$ 16.20
(1) 65 Gallon Cart Every Other Week	PER MONTH	\$ 32.74	\$ 35.40
Each Additional 65 Gallon Cart Every Other Week	PER MONTH	\$ 28.81	\$ 31.10
(1) 95 Gallon Cart Every Other Week	PER MONTH	\$ 53.67	\$ 58.00
Each Additional 95 Gallon Cart Every Other Week	PER MONTH	\$ 47.23	\$ 51.00
OTHER COMMERCIAL			
(1) 35 Gallon Cart OAM Business	PER PICKUP	\$ 8.89	\$ 9.60
(1) 35 Gallon Cart On Call Business	PER MONTH	\$ 7.02	\$ 7.60
Comm Overfill/Overweight Cart Business	PER PICKUP	\$ 2.88	\$ 3.10
(1) 95 Gallon Recycle EOW - 1st Cart	PER MONTH	\$ 4.78	\$ 5.20
Comm Additional 95 Gallon Recycle Cart - EOW	PER MONTH	\$ 4.78	\$ 5.20
CONTAINER SERVICE			
1 Yard Container On Call - Additional Pick Up	PER PICKUP	\$ 42.91	\$ 46.30
1 Yard Every Other Week Service	PER MONTH	\$ 83.34	\$ 90.00
1 Yard Container Weekly Service	PER MONTH	\$ 121.32	\$ 131.00
1 Yard Container 2 x Weekly Service	PER MONTH	\$ 273.30	\$ 295.20
1.5 Yard Every Other Week Service	PER MONTH	\$ 115.41	\$ 124.60
1.5 Yard Container Weekly Service	PER MONTH	\$ 168.24	\$ 181.70
1.5 Yard Container 2 x Weekly Service	PER MONTH	\$ 319.04	\$ 344.60
1.5 Yard Container 3 x Weekly Service	PER MONTH	\$ 489.15	\$ 528.30

**HUDSON GARBAGE SERVICE
RATES EFFECTIVE July 1, 2024
CITY OF RAINIER**

	RATE FREQUENCY	City of Rainier	
		CURRENT RATE	NEW RATE
2 Yard On Call - Additional Pick Up	PER PICKUP	\$ 63.07	\$ 68.10
2 Yard Every Other Week Service	PER MONTH	\$ 158.41	\$ 171.10
2 Yard Container Weekly Service	PER MONTH	\$ 230.81	\$ 249.30
2 Yard Container 2x Weekly Service	PER MONTH	\$ 461.61	\$ 498.50
2 Yard Container 3x Weekly Service	PER MONTH	\$ 651.78	\$ 703.90
2 Yard Container 4x Weekly Service	PER MONTH	\$ 856.81	\$ 925.40
2 Yard Container 5x Weekly Service	PER MONTH	\$ 1,071.98	\$ 1,157.70
3 Yard Container 1x Weekly Service	PER MONTH	\$ 335.31	\$ 362.10
3 Yard Container 2x Weekly Service	PER MONTH	\$ 623.21	\$ 673.10
3 Yard Container 3x Weekly Service	PER MONTH	\$ 901.19	\$ 973.30
4 Yard Container 1x Weekly Service	PER MONTH	\$ 422.99	\$ 456.80
4 Yard Container 2x Weekly Service	PER MONTH	\$ 851.20	\$ 919.30
4 Yard Container 3x Weekly Service	PER MONTH	\$ 1,224.94	\$ 1,322.90
4 Yard Container 4x Weekly Service	PER MONTH	\$ 1,598.70	\$ 1,726.60
4 Yard Container 5x Weekly Service	PER MONTH	\$ 1,972.53	\$ 2,130.30
6 Yard Container 1x Weekly Service	PER MONTH	\$ 621.59	\$ 671.30
6 Yard Container 2x Weekly Service	PER MONTH	\$ 1,358.55	\$ 1,467.20
6 Yard Container 3x Weekly Service	PER MONTH	\$ 1,655.83	\$ 1,788.30

OTHER RATES

Extra Can/Cart, Bag or Box (32-35 Gal)	PER PICKUP	\$ 6.87	\$ 7.40
Every Other Week Off Week	PER PICKUP	\$ 7.02	\$ 7.60
Extra Bag (12 Gallon Kitchen Bag)	PER PICKUP	\$ 4.84	\$ 5.20
Overfill/Overweight Cart or Can	PER PICKUP	\$ 2.88	\$ 3.10
Oversize Can	PER PICKUP	\$ 2.88	\$ 3.10
Special Trip Off Day	PER PICKUP	\$ 20.00	\$ 20.90
Walk In Fee	PER PICKUP	\$ 5.03	\$ 5.40
Drive In Fee	PER MONTH	\$ 5.03	\$ 5.40
Drive-In Additional 100Ft Increments	PER MONTH	\$ 2.52	\$ 2.70
Restart Fee - Includes Cart Re-delivery	ONE TIME	\$ 25.00	\$ 26.10
Returned Check Fee	ONE TIME	\$ 20.00	\$ 25.00
Time Fee (Labor for Clean Up - Per Min)	PER MIN	\$ 1.25	\$ 1.40
Lockbar Installment Fee	ONE TIME		\$ 40.00
Lock Replacement Fee	PER LOCK		\$ 20.00

PROPOSAL TO
CITY OF RAINIER

FOR AUDIT SERVICES

Submitted May 24, 2024

PREPARED BY



1255 Lee St. SE, Suite 210, Salem, OR 97302 T: 503.585.7751

Contact: Brad Bingenheimer, Partner
bbingenheimer@singerlewak.com



May 24, 2024

City of Rainier
PO Box 100
Rainier, OR 97048

SingerLewak, LLP is pleased to submit this proposal for professional auditing services for the City of Rainier for the three-year period beginning June 30, 2024, with options to renew for four subsequent years. We are excited about the possibility of building a working relationship with the City. We are committed to delivering the highest level of responsive and quality audit services possible.

We understand your need for a hands-on approach firm to assist you. You want a service provider that truly partners with you and acts not only as an advisor, but also as an advocate, thinking proactively and guiding you through accounting, federal and state compliance requirements, and technical matters. As trusted advisors to many local governments, we understand this at the highest level. SingerLewak is well equipped to take this journey with you to help you succeed. We have the people, resources, and desire to not only meet your needs, but demonstrate a clear difference in our service.

You can expect a strong collaborative working relationship with SingerLewak, including:

Communication and collaboration

- Speedy responsiveness, attention to deadlines and honest communication
- Significant partner involvement
- Answers and research on issues related to accounting matters that may impact the City
- Use of technology to streamline the audit process and be environmentally sensitive

Oregon governmental experience and expertise

- Over 50 years providing audits to local governments in Oregon as Boldt, Carlisle and Smith, LLC
- A partner on the Oregon Society of CPA's Governmental Accounting and Auditing Committee
- Annual educational seminar for municipalities on new GASB standards, cybersecurity, fraud, Oregon Local Budget Law, Uniform Guidance compliance, and more

We are pleased to be considered for this engagement. Our firm can provide quality auditing services at a competitive price in a timely, efficient manner for the City as follows:

Scope of Work

- Audit performed in accordance with:
 - Generally Accepted Auditing Standards
 - Minimum Standards for Audits of Oregon Municipal Corporations
 - Governmental Auditing Standards, if applicable
 - Single Audit under Subpart F of Uniform Grant Guidance, if applicable

Organization and Assigned Personnel

Our Firm

SingerLewak is registered in the state of California but has two offices in Oregon. Work for the City's audit will be performed from our Salem office. Our Oregon division has six partners, Brad Bingenheimer, Doug Parham, Jeff Kennard, Heather McGowan, Skip Neill, and Kevin Gienger. We currently have three people on the municipal roster – Brad Bingenheimer, Kathy Wilson, and Zach Wilson. Several employees newer to our firm are working to obtain their Oregon municipal license.

Key Personnel Assigned

Key personnel chosen specifically for the requirements/scope of this engagement will be from our local Oregon offices and include the following individuals:

Engagement Partner:	Brad Bingenheimer, CPA, Licensed Municipal Auditor
Engagement Manager:	Katherine Wilson CPA, Licensed Municipal Auditor

Brad is responsible for approving the audit strategy and providing oversight of the audit throughout the process. He will also review the final report and assist with complex issues as necessary.

Kathy will be the main contact and supervise the work of senior and other staff assigned to the engagement. She is responsible for the planning and wrap-up of the audit including review of work done by staff. She will review the draft for adherence to technical requirements.

Additionally, two to three others professionals from our local government sector will be selected to assist in performing the audit.

Local Office Technical Qualifications

Municipal Experience

As Boldt Carlisle + Smith, the Oregon office of SingerLewak has over 50 years of experience auditing municipalities, including cities similar to the City of Rainier. We perform over 45 municipal audits a year, allowing us to bring a wealth of experience whether it's Oregon PERS, Oregon Local Budget Law, or the latest new pronouncements from GASB. Our long history, breadth of practice, and participation in local professional associations means that we have built working relationships with the departments of the State of Oregon and other stakeholders of the City.

The technical resources available to us help us assist our clients with new accounting pronouncements as they become effective. In addition, the number of governmental entities we serve enables us to share ideas throughout our community of clients. Brad is an active member of the OSCPAs Governmental Accounting and Auditing Committee, which gives us access to a local network of experts on governmental reporting within Oregon. The combination of our resources, experience and professional involvement will be available to you when the time comes to implement any new pronouncements.

Single Audit Experience

Since the inception of the Single Audit Act in 1984, we have been performing audits that comply with the Act, even as it evolved under the Uniform Guidance. During 2022, the Oregon offices of SingerLewak conducted 11 Single Audits for local governments and nonprofit organizations, and multiple examination engagements for the Coronavirus State and Local Fiscal Recovery Funds program. Firmwide SingerLewak performed 24 Single Audits in 2022.

Brad Bingenheimer has presented on the topic of Single Audits at the Oregon Society of Certified Public Accountants Governmental Accounting and Auditing Conference.

Local Office Technical Qualifications (continued)

Key Personnel Resumes

Bradley G. Bingenheimer, CPA, Licensed Municipal Auditor

Brad began his career in public accounting in 1986. He has been a CPA since 1989, and a licensed municipal auditor since 1992. He oversees the Oregon assurance practice and as the Government Sector Partner provides his governmental expertise to all offices of SingerLewak.

CPA License: 6134

Municipal Auditors License: 1081

Education: B.S. in Business Administration, Portland State University

Governmental and Single Audit Experience

Brad serves as the firm's engagement partner for all Oregon audit engagements, including reviewing the Data Collection Forms filed for Single Audits. His governmental audit experience includes counties, cities, fire districts, water districts, school districts, housing authorities, and many other governmental entities. Municipal engagement experience similar to the City of Rainier in the last year has included the following:

- City of Albany
- City of Lebanon
- City of Silverton
- City of Newberg
- City of Madras
- City of Stayton

Continuing Professional Education

Brad has attended the following pertinent continuing professional education classes during the past three years:

- OSCPA Governmental Accounting and Auditing Conference
- OSCPA Annual Update for Accountants and Auditors
- OSCPA Latest Developments in Governments and Nonprofit Accounting and Auditing
- AICPA Governmental Audit Quality Center Annual Update

Memberships in Professional Organizations

- American Institute of Certified Public Accountants (AICPA)
- Oregon Society of Certified Public Accountants (OSCPA)
- OSCPA Governmental Accounting & Auditing Strategic Committee (2019-20 Chair)

Municipal Audit Engagements

Current Municipal Clients

Our Firm currently perform audits and reviews for 46 municipal clients. Along with financial statement attestation, we have also provided drafting of financial statements, internal control evaluations, agreed-upon procedures for grant compliance, review of budget for compliance with Oregon budget law, reconciliations, and audits of subrecipients.

Association of Oregon Counties (2 years)	Columbia River Fire and Rescue (1 year)
Benton County (9 years)	Fairview Water District (8 years)
Benton County Agricultural Extension Service District (9 years)	Hood River Valley Parks & Rec District (1 year)
Benton County Library Service District (9 years)	Lyons-Mehama Water District (48 years)
City of Albany (17 years)	Mill City Rural Fire Protection District (48 years)
Albany Revitalization Agency (17 years)	Netarts Water District (31 years)
City of Brownsville (32 years)	Northwest Senior & Disability Services (18 years)
City of Clatskanie (1 year)	Oceanside Water District (6 years)
City of Dallas (1 year)	Oregon State Fair Council (7 years)
Dallas Redevelopment Commission (1 year)	Palo Verde Irrigation District (11 years)
City of Detroit (18 years)	Palo Verde Cemetery District (11 years)
City of Happy Valley (2 years)	Polk County (19 years)
City of Idanha (8 years)	Polk County Extension Service District (19 years)
City of Lebanon (3 years)	Cove Orchard Sewer Service District (19 years)
Lebanon Urban Renewal Agency (3 years)	Salem Suburban Rural Fire Protection District (6 years)
City of Madras (7 years)	Tillamook County Soil and Water Conservation District (10 years)
Madras Redevelopment Commission (7 years)	Tillamook County (25 years)
City of Molalla (2 years)	Tillamook County 4-H and Extension Service District (25 years)
City of Mt. Angel (8 years)	Solid Waste Service District (25 years)
City of Newberg (19 years)	Tillamook County Transportation District (13 years)
City of Silverton (18 years)	City of Tualatin (1 year)
Silverton Urban Renewal Agency (18 years)	Tualatin Redevelopment Commission
City of Stayton (20 years)	Yamhill Communications Agency (16 years)
City of Scotts Mills (15 years)	Yamhill County (16 years)
City of Tillamook (2 years)	Yamhill Extension Service District (16 years)
Tillamook Urban Renewal Agency (2 years)	
Clackamas County Fire District #1 (2 years)	

Prior Municipal Clients

Below are prior municipal clients serviced within the last three years. All were lost through the RFP process or contract expiration:

City of Newport

Steve Baugher, Acting Finance Director
541-574-0615
s.baugher@newportoregon.gov

Audit Approach and Understanding

Project Approach

At SingerLewak, LLP, our audit approach is constantly evolving and improving to best fit the needs of our clients and fully meet updated auditing and accounting standards. Our audit strategies give proper attention to the authoritative pronouncements which govern the conduct of all audits and focus specifically on authoritative pronouncements that guide the conduct of governmental engagements. Requirements from federal granting agencies and the State of Oregon Secretary of State's Audit Division also have helped shape our audit programs, which enable us to efficiently complete the requirements of the Single Audit Act and Minimum Standards for Audits of Oregon Municipal Corporations.

Risk Assessment and Understanding of Internal Controls

We consider various risk factors in planning and performing an audit. This approach provides for a more efficient audit by focusing our efforts to those areas where there is the greatest risk for a misstatement, an instance of non-compliance with laws and regulations, or a breakdown in internal controls. In order to perform proper risk assessments, we will gain an understanding of the operations of the City, its personnel and internal controls. This understanding will be obtained through interviews with appropriate personnel, review of the City's written policies and procedures, and use of internal control checklists.

Based on the understanding of the internal controls, we will make risk assessments and consider the financial statement assertions for each audit area. The financial statement assertions that pose the greatest risk will vary among the different audit areas. These assessments will assist us in planning the audit process and in the determination of testing internal controls in order to rely upon them to reduce other audit procedures. This decision considers the necessary level of control risk, the financial statement assertion related to the control, and whether it is efficient to test controls.

If we determine that internal controls are sufficient and that testing controls is the most efficient approach, we will design and perform tests of controls that relate to the financial statement assertion being audited. These tests of controls may include observation, inquiry, reperformance or inspection of documents, and may involve the selection of a representative number of items or transactions from the population being tested. The results of these tests will enable us to determine whether we may rely upon the City's internal controls and may provide a basis for suggestions to the City for improvements in internal controls. We also select other audit procedures to perform based on our understanding of the City's risks.

Analytical Procedures

We will utilize a variety of analytical procedures in conducting our audits. These will include comparison of current, prior, and budgeted amounts, ratio analysis, predictability tests and consideration of relationships between financial and non-financial information. The IDEA software will also be used for analytical purposes to scan transactions for anomalies and gaps in sequences, and in review of significant accounts. These procedures will be used in planning the audit, as tests to support amounts in the financial statements, and in final review of the financial statements.

Proposed Timeline/Reporting Deadlines

The following estimated schedule is predicated on the assumption that City management, staff, and City Council respond to our request for information within one to two weeks of interim and final fieldwork dates:

Pre-engagement meeting and scheduling	June/July
Interim fieldwork and planning	July/August (2 days needed on-site)
Final fieldwork	September/October (3 days needed on-site)
Issue auditor's reports and letters	By December 31st

Work Plan for Audit

SEGMENT	OBJECTIVES	TIME FRAME
PLANNING/INTERIM FIELDWORK	<ul style="list-style-type: none"> • Pre-audit conversation with management • Provide detailed list of schedules to be supplied by the City • Engagement letter and contract provided, and signed copy received • Gain an understanding of the nature of operations and internal controls and tests of controls as deemed appropriate • Formulate audit strategy • Perform risk assessments • Begin tests of compliance with laws and regulations 	June/July/August
POST YEAR-END FIELDWORK	<ul style="list-style-type: none"> • Substantive tests of transactions or account balances • Test compliance with laws and regulations • Analytical procedures • Single audit procedures, if applicable • Review of workpapers • Exit conference with City management 	September/October
DRAFT AND REVIEW REPORTS	<ul style="list-style-type: none"> • Draft auditor's reports, including minimum standards report, and management and governance communications • Draft report on compliance with <i>Government Auditing Standards</i> and report on compliance with major programs in accordance with Uniform Guidance, if applicable • Review of reports, financial statements and management and governance communications • Printing and delivery of financial statements and reports • Complete Oregon Audits Division Summary of Revenues and Expenditures • Upload information for the Data Collection Form in the Federal Audit Clearinghouse, if applicable 	November/December
PRESENTATION	<ul style="list-style-type: none"> • Presentation of audit reports, required communications, and recommendations to the Audit Committee and/or City Council 	TBD by City

References (continued)

Columbia River Fire and Rescue

Jimmy Sanchez, Division Chief of Finance, Logistics, & Admin

503-396-9847

sanchezj@crfr.com

Audit performed in accordance with generally accepted auditing standards and minimum standards for audits of Oregon municipal corporations. The District reports an Annual Financial Report on the modified cash basis.

City of Newberg

Kady Strode, Finance Director

503-537-1216

kady.strode@newbergoregon.gov

Audit performed in accordance with generally accepted auditing standards and minimum standards for audits of Oregon municipal corporations. The City submits an Annual Comprehensive Financial Report for GFOA award. An examination for Coronavirus State and Local Fiscal Recovery Funds was performed for 2022.

Proposed Fees (continued)

Fees for Additional Services

If extraordinary circumstances are discovered during the audit that require an expansion of audit work, we will refrain from investing those additional hours until a signed engagement letter agreeing to the expanded scope of the project has been received from the City. Should it become necessary for the City to request SingerLewak to provide additional services that would be outside the normal course of the requested annual audit services, then such additional work shall be charged at the current hourly rates commensurate with the level of staff required as follows:

<u>Staff Classification</u>	<u>Hourly Rates</u>
Partner	\$325
Director	210
Manager	160
Staff	110
Clerical	60



Report on the Firm's System of Quality Control

March 10, 2023

To the Parters of SingerLewak, LLP and the
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of SingerLewak, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of SingerLewak, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended September 30, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. SingerLewak, LLP has received a peer review rating of *pass*.

RW Group, LLC

SUMMARY RESUMES OF LOCAL GOVERNMENT SECTOR PROFESSIONALS

Brad Bingenheimer - Partner

CPA – Oregon (6134)

Oregon Municipal Auditor (1081)

Portland State University, Portland OR 1985 – Bachelor of Science in Business Administration,
Accounting

38 years' experience auditing local governments

Orlando Torres – Partner

CPA – Puerto Rico (4573), Florida (ACS58264), US Virgin Islands (CAP-0181),

Hawaii (T-202)

University of Puerto Rico 1994 - Bachelor of Science in Accounting

26 years' experience auditing local governments

Kathy Wilson - Director

CPA – Oregon (12830)

Oregon Municipal Auditor (1518)

Pacific University – Bachelor of Arts in Business Administration – Emphasis on Accounting

17 years' experience auditing local governments

Nicole Ryan – Senior Manager

CPA – New York (105402)

Nazareth College, Rochester, NY 2004 – Bachelor of Science in Accounting

20 years' experience auditing local governments

Jesse Pattison – Senior Manager

CPA – California (125496)

University of Arizona, Tucson, AZ 2010 – Bachelor of Science in Business Administration- Accounting

University of Arizona, Tucson, AZ 2011 – Masters Degree in Accounting

13 years' experience auditing local governments

Zach Wilson - Manager

CPA – Oregon (15804)

Oregon Municipal Auditor (1660)

Oregon State University, Corvallis, OR 2017 – Bachelor of Science in Accountancy

5 years' experience auditing local governments

Fierce Catoc - Manager

CPA – Oregon (16454)

Ateneo de Davao University, Philippines 2010 – Bachelor of Science in Accountancy

14 years' experience auditing local governments

Michael Kinsey Manager

CPA – Florida (AC49314)

Liberty University, Lynchburg, VA 2014 – Masters Degree in Accounting

10 years' experience auditing local governments

Jonathan Miller - Staff

Texas A&M University 2017 - Bachelor of Arts in Communication
2 years' experience auditing local governments

Dulce Perez – Staff

Western Oregon University 2023 - Bachelor of Science in Business
1 year experience auditing local governments

Hunter Schiess – Staff

Western Oregon University 2024 – Bachelor of Science in Business
Started April 2024

This letter is per your request for an operator of record and management services and may suffice as a Memorandum of Understanding (MOU) for services between the City of Rainier, hereafter referred to as “The City of Rainier” located in Rainier, Oregon, and Delta Operations (Delta) hereafter referred to as “Direct Responsible Charge.”

Beginning June 1, 2024, for the monthly sum of Two Thousand Five Hundred Twenty dollars and Seventy-Eight Cents (\$2520.78), this MOU agreement provides a valid Oregon Operator Certificate for Water Treatment level IV #2853 with FE. This agreement provides the City of Rainier the authority to use above stated certification numbers for operational and reporting purposes on a limited basis to meet local, state, and federal requirements within the context of this agreement as required by the Oregon Drinking Water program. This service shall be hereafter designated as “Direct Responsible Charge Service.” This agreement shall be reviewed annually. Agreement may be terminated at any time, for any reason by either party with a thirty-day (30) written notice. Monetary adjustments may be made as needed with both parties’ consent. The primary intent of this interim agreement is to provide the above certification meeting state and federal requirements and to allow the City of Rainier time to obtain personnel and/or train existing personnel and test/obtain required certification levels for the water utility and facilities. The City of Rainier shall maintain OAWU membership in good standing throughout the length of this agreement.

Additional on-site consulting and emergency response consulting visits shall be per request and authorized by the City of Rainier, and the emergency response shall be billed at a rate of two hundred sixty-five dollars per hour (\$265.00/hr) and travel will be billed at eighty-five dollars per hour (\$85.00/hr) along with mileage at seventy-three cents per mile (\$0.73/mile).

Operator of Record Services shall include: communications between the City of Rainier (Council and utility operators) and Operator of Record/Direct Responsible Charge (DRC Delta Operations-Darrel Lockard) of regulatory and lab correspondence, physical system conditions, and operations, circumstances, and emergencies relevant to the efficient and safe operation of the water system as outlined in the Department of Human Services, Drinking Water Program, Drinking Water Rules/OAR chapter 333 and the Federal Safe Drinking Water Act and amendments. Provide operational and system managerial consultation as requested and assist in compliance efforts as requested. Provide provisions for emergency consultation and/or operational consultation by way of on-site visits as planned and/or requested, telephone, cell phone, email, etc. Day-to-day operations are the responsibility of the City of Rainier and its personnel.

Initial & Date _____

DRC phone number has voice recorders for messages. Electronic mail: bmc5@aol.com and office@deltaesi.com - There will be no charge for electronic mail, telephone, or facsimile correspondence. Phone and text are preferred.

The City of Rainier and its membership/customers agree to hold Operator of Record, Delta Operations and its employees, Darrel Lockard, and Darrel Lockard Consultant LLC harmless and not liable due to onsite operator error, system malfunctions, and any other foreseen or unforeseen circumstance(s). The City of Rainier designates the Operator of Record performing services under this agreement as an "Agent of the City of Rainier" for the purposes of the Oregon Tort Claims Act. The City of Rainier agrees to defend and indemnify the Operator of Record for any alleged acts of negligence within the provisions of and to the extent of the limits of the Oregon Tort Claims Act while performing services for the City of Rainier under the terms of this agreement. The City of Rainier will obtain and maintain D/O and Liability insurance for the water system and maintain premiums paid to date (current) to ensure that an acceptable policy and coverage exists, standard to the industry, covering the owner(s)/board of directors/council, employees, Operator of Record, services and the physical system. The Operator of Record and Delta Operations representatives will conduct operational and management consulting services in accordance with generally accepted operating and management practices and principals currently known within the profession of public water utility operations in Oregon.

This arrangement of Operator of Record Service is dependent upon the City of Rainier and owner(s)/board of directors/council acting and operating the system according to OAR, Chapter. 333 rules, regulations, and direction of the Department of Human Services - Drinking Water Program. Additionally, the City of Rainier and Delta Operations/Operator of Record shall retain the right and authority to immediately terminate this agreement due to personnel or owner changes, council/board member changes, the City of Rainier's intentional operational and/or management practices not consistent with Oregon rules or neglect of operational and/or management and reporting duties.

This agreement is acknowledged by signatures below:

City of Rainier Signature

Date _____

Eric Wick
President, Delta Operations

Date _____

WATER SYSTEM DRC CONSULTING CONTRACT

This contract is written to comply with the Oregon Health Authority Drinking Water Program for certified Public water systems Operator(s).

The OAR 333-061-0230 regulation states: Operators contracted to be in direct responsible charge of a water system, distribution system or a water treatment plant, as prescribed by OAR 333-061-0225 must be certified at or greater than the level of the classification of the water system or facility for which they will be responsible.

The Oregon Health Authority requires the following information and a list of duties and responsibilities for the "Contract Supervision" of a water system.

Under this agreement, the City of Rainier water system (PWS #41-00689) is contracting with Delta Operations. (Delta) to consult on the operation and maintenance of the water system as the operator of record and DRC. The system would be operated to comply with all Oregon State and EPA rules, regulations, codes, and policies. The following sections cover System Owner and contractor responsibilities for the system. See the attached fee schedule for operational costs.

Facility: City of Rainier
820 Rainier Blvd
Rainier, OR 97048

Contractor: Delta Operations.
4678 Isabelle St.
Eugene, Oregon 97402

Operator(s):

Darrel Lockard (DRC)
DWS Distribution Operator Grade IV
Certification# D-2853
DWS Treatment Operator Grade IV
Certification# T-2853 with Filter Endorsement

Garren Friedemann
DWS Distribution Operator Grade II
Certification# D-609860
DWS Treatment Operator Grade II
Certification# T-609860

Eric Wick
DWS Distribution Operator Grade II
Certification# D-204241
DWS Treatment Operator Grade II
Certification# T-204241

Mel Stiner
DWS Distribution Operator Grade II
Certification# D-343200
DWS Treatment Operator Grade II
Certification# T-343200

Contract Duration: Effective 6/1/24 to 5/31/25

Initial & Date _____

Duties and Responsibilities

System Owner:

1. It is the system owner's responsibility to meet all requirements set forth by the Oregon Health Authority(OHA)-Drinking Water Program(DWP) on a daily basis.
2. Ensure all daily data is accurately accounted for by the designated onsite operators following the written operator protocol and transcribed to the Excel report template(s) and provided to the system supervisor(Delta)/DRC for review before the 5th of each month for review.
3. To provide adequate funding to maintain all equipment and controls in proper work condition. This includes preventive maintenance, repair or replacement of broken equipment, and additions or modifications deemed necessary for the facility to meet its discharge requirements and regulatory compliance for protection of public water system users.
4. To operate as efficiently as possible all treatment equipment and controls to achieve compliance with the systems discharge permit, and required maintenance is performed by designated onsite staff.
5. To designate personnel that can be trained to be familiar with the system. These people should have the authority to make decisions regarding the water treatment system in the absence of the system owner and the contract DRC in accordance with the written operator protocol.
6. To notify the contract supervisor(Delta)/DRC immediately in accordance with the written operator protocol of any system changes or occurrences that would affect the operation of the facility or the safety of the public water supply.
7. System upsets and/or emergencies need to be immediately communicated to the contract supervisor(Delta)/DRC in accordance with the Written Operator Protocol and Emergency Response Plan for immediate action and/or response, and funding be made available for any/all repairs.

Contractor:

1. It is the contractor's responsibility to provide system oversight and support remotely of the Water treatment system to help the system owner comply with the OHA requirements for the public water system.
2. To inspect the system regularly once a month to ensure system operation efficiency and accuracy of data collection.
3. To provide professional and efficient consulting directly related to the operations of the water system.
4. To immediately communicate with the system owner or their representative about any conditions that may constitute a public health issue.
5. To provide personnel to respond to emergencies at the facility on a call-out basis. This service would be billed in addition to the normal monthly fee at the current call-out emergency rate schedule, additional charges could include overnight lodging and drive-time labor per person/operator.
6. To provide additional correspondence with the OHA-DWP as requested by the onsite system Operator for matters associated with the operation of the system.

Initial & Date _____

Schedule A - Fee Schedule for Contract Services

City of Rainier Water Treatment System

Contract Duration: Effective 6/1/24 to 5/31/25

Monthly base contract (Water DRC W/FE)	\$1300.00
<u>Additional Monthly Invoice will include the following:</u>	
Monthly Site visit for inspection and systems verification (up to 2 hours)	\$358.00
Monthly Travel (5.5 hours Round-Trip)	\$467.50
Fuel Surcharge (Light Truck)	\$150.00
Mileage costs/Month (336 miles @ \$0.73/mile)	\$245.28
 Total Monthly expected costs	 \$2520.78

Agreement

The contractor under this agreement is acting as a consultant and DRC to the owner for the system and is in charge of the facility remotely. Since the DRC is not at the facility and is only remote consulting and supervision, the owner assumes all responsibility for their employees' actions, specifically, regarding operational changes to the system not approved or communicated to the DRC. Employees of the owner at the site should be very familiar with normal operating conditions and are responsible for carrying out the instructions given by the DRC.

The system owner agrees to all provisions listed in the "Terms and Conditions" statement provided with this document.

The undersigned parties agree to the conditions outlined in this contract and the attached Signed "MOU".

Print Full Name

Position or Title

Date _____

City of Rainier Signature

Eric Wick
President, Delta Operations

Date _____

Exclusions:

- Mileage costs and Travel may be reduced by half if trip is made during a shared monthly inspection route

A current Rate Sheet for work outside of the contract will be provided with this document for reference

2024 Delta Hourly Rates

residual checks, on-site operations, training, additional consulting and/or project management, Permit renewal, system upsets/exceedances reporting beyond monthly allowance, clean pumps/screens, Recirc orifices, etc are in addition to contract covered services and will be billed according to the respective rates below.

Office/Admin/Travel

- Office/Shop Labor: \$95.00
- Admin/Purchasing: \$99.00
- Reduced Travel Rate: \$85.00

Operations

- Operator Consulting Rate: \$179.00
- Small Groundwater (SWS) Labor: \$115.00
- Small Wastewater (SWWS) Labor: \$115.00
- Field Service Labor: \$159.00
- Sample Collection Labor: \$85.00

Maintenance/Construction

- Instrument Calib./Verification: \$159.00
- Engineering-Design: \$195.00
- Electrical: \$165.00
- Mechanical: \$175.00

- Emergency Call-Out: \$265.00**

****Emergency Call-Out Price will be for anytime 24/7 except Holidays where Double-time of Field Service Labor will prevail.**

- **Straight Time:** 8:00am to 4:30 pm, Monday thru Friday. (except for Emergency Call-out**)
- **Over Time:** After 4:30pm (or after 8 hours) Weekdays and all-day Saturdays & Sundays. (Time & ½ x straight time rates.)
- **Double Time:** Holidays (2 x straight time rate.)

Delta Charges hourly service rate from Portal to Portal

Services are rendered in half-hour increments only, with a 2-hour minimum billing charge, unless otherwise noted or arranged.

- **Expenses:** *Expenses of transportation (e.g. airline tickets, rental cars, taxis) will be billed at cost plus 15% processing fees.*
- **Standard Per Diem Rates:** **\$250/per night/per person lodging and \$79/per day/per person for meals.**

Standard Fuel/Mileage Rates:

- Round Trip from Delta office up to 50 miles = \$50.00
- Round Trip from Delta office over 100 miles = \$0.73 per mile

Hourly prices are representative of individual technicians and are not team rates

*Rates are current as of 1/1/2024 and subject to change with or without notice

Initial & Date _____

Terms and Conditions.

I. SCOPE

Delta Operations, Hereafter referred to as "Delta" agrees to perform the services described in the fee schedule, proposal, or agreement that incorporates these standard terms and conditions. Unless modified in writing by the parties involved, the duties of Delta shall not be construed to exceed those services specifically set forth in the fee schedule, proposal, or agreement.

II. COMPENSATION

Clients agree to pay for the services in Article I in accordance with the compensation provisions described in the fee schedule, proposal, or agreement. Payment will be made to Delta within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at a rate of 1.5 percent per month or the maximum permitted by law, whichever is less. Such interest will become payable when the overdue payment is made.

Compensation for laboratory analyses will be based on the current published Analytical Fee Schedule.

Client agrees to reimburse Delta on a time-and-expense basis for services related to litigation to which Delta is not a party arising from the performance of services. Time related charges will be billed at a cost of \$95.00 per hour. Direct expenses will be billed at cost, plus a 15 percent service charge.

Other services provided on a time-and-expense basis will be negotiated and agreed to prior to performance.

III. WARRANTY

Recognizing that the nature and origin of many samples is unknown and that some may contain potentially hazardous components, Delta warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally acceptable analytical laboratory principles and practices.

Under no circumstances will Delta be liable for any damages or claims except those resulting solely from its own or its employees negligent performance or its deviation from acceptable protocol.

The exclusive remedy of any breach of this warranty will be, at Delta's discretion, a rerun of the same or a similar sample or a refund of the agreed upon price. No other remedy is available under this fee schedule. This warranty is in lieu of all other warranties expressed or implied.

IV. INSURANCE

Delta shall maintain Commercial general liability. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. Also Workers Compensation Insurance in accordance with State of Oregon law.

V. SUSPENSION OF WORK

Clients may suspend, in writing, all or a portion of the work in the event unforeseen circumstances beyond the client's control make normal progress of the work impossible.

Delta may request that the work be suspended by notifying the client, in writing, of circumstances that are interfering with the normal progress of the work.

Delta may suspend work in the event the client does not pay invoices when due within the reasonable timeframe set upon receipt of invoice. In the event of suspension, the client shall pay for the costs incurred to the date of suspension in accordance with Article II.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with these terms, any agreement, and/or fee schedule. Termination of the work is accomplished by 5 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Delta shall be compensated for work actually performed prior to the effective date of termination plus any costs which may be necessary for the orderly closing of the project.

VII. ASSIGNMENT

These terms and conditions and the duties and obligations of the parties are binding on the heirs, successors, and assigns of the parties hereto. No assignment by client or Delta will be effective without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the fee schedule, proposal, or agreement to which they are attached represents the entire understanding of client and Delta as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The terms may not be modified except in writing signed by both parties.

IX. JURISDICTION

Those terms and conditions shall be administered and interpreted under the laws of the State of Oregon. Jurisdiction of any litigation shall be in that state. If any part of these terms is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder shall be in full force and effect.

Initial & Date _____

Scott Jorgensen

From: Russ Reigel
Sent: Wednesday, May 22, 2024 1:47 PM
To: Scott Jorgensen
Subject: FW: Contract proposal for water treatment facility DRC
Attachments: City of Rainier contract proposal with Cover Letter MOU and rate sheet.pdf; Written Operator Protocol City of Rainier.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

From: Garren Friedemann <garren@deltaesi.com>
Sent: Wednesday, May 22, 2024 1:23 PM
To: Russ Reigel <rreigel@cityofrainier.com>
Cc: Mel Stiner <mel@deltaesi.com>; Eric Wick <eric@deltaesi.com>; Darrel Lockard <bmcm5@aol.com>
Subject: Contract proposal for water treatment facility DRC

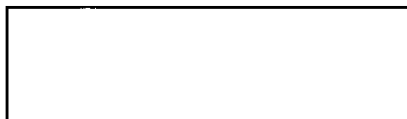
Good afternoon Russ,

Please see the attached written operator protocol, and contract proposal for DRC services at the City of Rainier water treatment facility for your review.

Our plan is to stop for a water plant inspection once, monthly on a joint trip to another facility. During the months where it works that way a discount will be applied to your invoice essentially splitting the labor hours for that trip with the other facility. During time periods where a dedicated trip to your facility is required, the contract will be billed as it is listed in the fee schedule. Additional trip(s) or labor hours will be billed additionally.

I will be off starting tomorrow through the Memorial holiday, back in the office Tuesday 5/28. We will be happy to answer any questions you may have.

Thank you,



Garren Friedemann
Operations Manager
Cell: 541-736-6209
Office: 541-505-9968
Fax: 541-982-2266
DWS Certified Drinking Water Operator
Grade II Treatment Cert# 609860 - Grade II Distribution Cert# 609860
DEQ Certified Wastewater Operator
Grade II Treatment Cert# 14244 - Grade II Collection Cert# 14296

Written Operator Protocol

For operators certified at a level lower than required for the water system.

Water System Name: City of Rainier

PWS ID#: 41-00689

Protocol should take into account the certification level of the operator; the operator's knowledge, skills, and abilities; and the range of expected operating conditions of the water system Operational tasks and/or changes the operator is allowed to perform:

- 1) Adjust and maintain chemical feed pumps.
- 2) Mix and transfer chemicals.
- 3) Monitor water treatment facility to adjust and maintain equipment.
- 4) Read and record meters and gauges Daily.
- 5) Perform daily water sampling and testing.
- 6) Perform a backwash procedure.
- 7) Maintain water system security.
- 8) Maintain Water Treatment Plant Cleanliness
- 9) Record daily data for Oregon's Monthly report form(s) and send to DRC in a timely manner by the 5th of each month.

Conditions when the onsite operator must consult with the operator in Direct Responsible Charge (DRC):

- 1) Treatment System failure.
- 2) Security issues.
- 3) System exceeds normal operating parameters.
- 4) Distribution system failure.
- 5) Natural or any other disasters or any other Emergency.
- 6) Perform minor repairs after consulting and obtaining written instruction from DRC.
- 7) Public water supply safety concerns
- 8)

Operator Name:

Signature:

Date: June 1, 2024

DRC Name: Darrel Lockard

Signature:

Date: June 1, 2024



Council Memo

June 3, 2024

Ordinance 1099—An Ordinance of the City of Rainier to Amend Rainier Municipal Code Chapters 13.05 and 13.15

Background: Chapter 13.05 of the Rainier Municipal Code addresses the City's sewer system. It is the codification of Ordinance 829, which was passed by Council in 1975.

Similarly, Chapter 13.15 of the Rainier Municipal Code addresses Water Service and Rates. It is the codification of Ordinance 746, which was passed by Council in 1968.

The City's policy has been that the line connecting a home or business to the City's main water or sewer lines is privately owned and that the property owner is responsible for its repair and maintenance. However, that is not currently clearly stated in Chapters 13.05 and 13.15 of the Rainier Municipal Code.

Staff has worked with the City Attorney to draft Ordinance 1099, which adds short sections to Chapters 13.05 and 13.15 to clarify the City's position as to the ownership, maintenance and repair of those private connection lines. It also adds definitions to two terms that are mentioned in code but not currently defined.

Recommendation: Staff recommends passage of Ordinance 1099.

ORDINANCE NO. 1099
AN ORDINANCE OF THE CITY OF RAINIER
TO AMEND RAINIER MUNICIPAL CODE CHAPTERS 13.05 AND 13.15

WHEREAS, the ordinances that are codified as Chapters 13.05 and 13.15 of the Rainier Municipal Code were passed in 1975; and

WHEREAS, those portions of code are in need of updating; and

WHEREAS, those portions of code are vague when it comes to the responsibilities of homeowners to maintain their private service lines; and

WHEREAS, it is in the City's best interest to clarify those responsibilities;

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

Chapter 13.05.10 of the Rainier Municipal Code is hereby amended to add the following section as Subsection W:

“Customer Service line” means all piping and appurtenances from the City-owned main sewer line to the point of service. The service line is privately owned and maintained by the customer.

Chapter 13.05.10 of the Rainier Municipal Code is hereby amended to add the following section as Subsection X:

“Customer distribution service” means all piping and appurtenances from the City-owned sewer main to the customer at the point of service. The system is privately owned and maintained by the customer.

Chapter 13.05.060 of the Rainier Municipal Code is hereby amended to add the following section as subsection G:

The property Owner is responsible for the maintenance, repair and replacement of the Sanitary Sewer Lateral, customer service line and customer distribution system from the building up to and including the connection to the Sanitary Sewer main. Sewer Lateral maintenance work, which, as used herein, includes pipe clean-out, clog removal, root removal, foaming and any other work or protocol required to ensure proper flow. Repair and replacement work for the Sewer Lateral shall be done in accordance with the City's Public Works Standards and the City's Right-of-Way Permit.

Chapter 13.15.020 of the Rainier Municipal Code is hereby amended to add the following section as subsection G:

“Customer Service line” means all piping and appurtenances from the City-owned main water line to the point of service. The service line is privately owned and maintained by the customer.

Chapter 13.15.020 of the Rainier Municipal Code is hereby amended to add the following section as subsection H:

“Customer distribution service” means all piping and appurtenances from the City-owned main used to distribute water supply to the customer at the point of service. The system is privately owned and maintained by the customer.

Chapter 13.15.060 of the Rainier Municipal Code is hereby amended to add the following section as subsection D:

The property Owner is responsible for the maintenance, repair and replacement of the private connection line, customer service line and customer distribution system from the building up to and including the connection to the water main. Repair and replacement work for the private connection line shall be done in accordance with the City's Public Works Standards and the City's Right-of-Way Permit.

Except as amended herein, remaining portions of RMC Chapters 13.05 and 13.15 shall remain in full force and effect.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2024.

Attested:

BY: _____

Jerry Cole, Mayor

BY: _____

Scott Jorgensen, City Administrator



Council Memo

June 3, 2024

Resolution 24-06-01—Increasing the Rate for Septage Receiving Services

Background: The City's wastewater treatment plant allows for septage hauling companies to dump into its system and charges for this service.

The revenue raised from the septage receiving goes into the City's Sewer Fund. That fund is used to pay debt service, payroll expenses and transfers to the Sewer Capital Fund, which pays for projects pertaining to the sewer system.

Over time, the septic receiving service contributes to wear and tear on the wastewater system. Repairs and maintenance have become necessary and are funded through the Sewer Capital Fund and indirectly through the Sewer Fund.

The revenue being raised through the septic receiving service is not keeping pace with the costs of repair and maintenance to the wastewater system. During the May 6 City Council Work Session, staff recommended increasing the charges for the septage receiving service in recognition of the need to close that gap.

However, any such fee increase needs to be passed by council in the form of a resolution. Staff has presented Resolution 24-06-01 to address this issue. If passed, it will raise the rate from 15 to 20 cents per gallon of septage dumped into the City's system.

Recommendation: Staff recommends passage of Resolution 24-06-01.

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

RESOLUTION #24-06-01

A RESOLUTION INCREASING THE RATE FOR SEPTAGE RECEIVING SERVICES

WHEREAS, the City charges septic haulers for receiving septage; and

WHEREAS, the City incurs indirect costs through the receiving of that septage for its impact on its wastewater treatment plant; and

WHEREAS, septage receiving is a revenue source for the City's Sewer Fund; and

WHEREAS, the Sewer Fund is used to fund personnel costs, debt service and the City's Sewer Capital Fund;

NOW THEREFORE, IT IS HEREBY RESOLVED that:

The City of Rainier will raise the rate it charges for septage receiving services from 15 cents per gallon to 20 cents per gallon, effective immediately upon the passage of this resolution.

Passed and approved this 3rd day of June, 2024.

Jerry Cole, Mayor

ATTESTED:

W. Scott Jorgensen
City Administrator

ORDINANCE NO. 1098
AN ORDINANCE OF THE CITY OF RAINIER
TO AMEND ORDINANCE 917 AND RAINIER MUNICIPAL CODE CHAPTER 10.30.10

WHEREAS, City Council passed Ordinance 917 in 1987 for Parking Regulations; and

WHEREAS, Ordinance 917 was codified in Rainier Municipal Code as Chapter 10.30; and

WHEREAS, Ordinance 917 did not address the issue of parking in front of mailboxes; and

WHEREAS, it appears to the City of Rainier council that the public interest will best be served by adding a new subsection to this ordinance to address the issue of parking in front of mailboxes;

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

Section 21 of Ordinance 917 is hereby amended to add the following as Section 5:

“No vehicle shall be parked upon any road right of way within twelve (12) feet of any mailbox used for pickup or delivery of the United States mail.”

and

Chapter 10.30.010 of the Rainier Municipal Code is hereby amended to add the following section as subsection E:

“No vehicle shall be parked upon any road right of way within twelve (12) feet of any mailbox used for pickup or delivery of the United States mail.”

Except as amended herein, remaining portions of Ordinance 917 and RMC 10.30.010 shall remain in full force and effect.

Passed by the City of Rainier council and approved by the mayor on the ____ date of ____, 2024.

Attested:

BY: _____

Jerry Cole, Mayor

BY: _____

Scott Jorgensen, City Administrator

City Administrator Report
June 3, 2024 Rainier Council Meeting

Mayor Cole and Members of the Council,

Along with Public Works Director Russ Reigel, I met with representatives from the Department of Environmental Quality on April 29. I also performed HR duties for the City's new wastewater plant operator.

The following day, I met with the Columbia County Assessor's office regarding inconsistencies between it and the Department of Land Conservation and Development's mapping and boundaries.

I met with representatives of Hudson Garbage on May 1 and worked on the watershed property purchase two days later.

On May 6, I helped set up for the groundbreaking ceremony for the Rainier Oregon Historical Museum and met with Regional Solutions.

I completed the City's insurance renewal May 9 and attended the library board meeting the following day.

Columbia Economic Team met May 14 at PCC-OMIC in Scappoose and I attended. Along with City Planner Skip Urling, I met with Winterbrook Planning about the City's buildable lands inventory.

On May 18, I submitted a grant application to the Cowlitz-Wahkiakum Council of Governments (CWCOG) for \$80,000 in funding for a westward expansion of the Riverfront Trail. Two days later, I met with Michael Morter at DiamondM Consulting about housing issues. I also engaged the City's contract CPA, Summer Sears, to get started on the budget adjustment process.

Lastly, I performed election night duties May 21 and attended the May 22 meeting of the CWCOG board of directors.

At Your Service,

W. Scott Jorgensen, Executive MPA
City Administrator