

City of Rainier
 2023/2025 Budget Year
 4/30/2024

Income/Expense

Budget Compared to Actual-Major Funds

	2023/2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
General Fund			
*Revenue	3,686,050	1,976,742	53.63%
**Expenditures	3,135,759	1,056,975	33.71%
Sewer Fund			
*Revenue	1,940,700	704,847	36.32%
Expenditures	2,217,829	921,805	41.56%
Water Fund			
*Revenue	1,816,000	795,336	43.80%
Expenditures	1,997,618	719,111	36.00%
Timber Fund			
*Revenue	400,000	0	0.00%
Expenditures	442,063	35,939	8.13%
Street Fund			
*Revenue	518,300	249,860	48.21%
Expenditures	588,936	155,445	26.39%
Special Projects Fund			
*Revenue	659,099.00	200,000	30.34%
Expenditures	858,015.00	84,858	9.89%
Sewer Capital Fund			
*Revenue	1,116,630.00	19,144	1.71%
Expenditures	1,448,990	783,554	54.08%
Water Capital Fund			
*Revenue	610,800	1,840	0.30%
Expenditures	1,008,766	110,902	10.99%
Transportation Capital Fund			
*Revenue	370,000	110,401	29.84%
Expenditures	586,947	442,695	75.42%

*Excludes Beginning Balance

**Excludes Transfers

City of Rainier
 2023/2025 Budget Year
 4/30/2024
 Budget Compared to Actual-Major Funds
 Budget Variance by Appropriation

	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
General Fund			
*Revenue	3,686,050	1,976,742	53.63%
Expenditures			
10 **General Government	199,845	82,582	41.32%
20 City Building Maintenance	35,000	9,605	27.44%
30 Land Use & Development	67,351	27,138	40.29%
50 Library	156,422	58,524	37.41%
60 Attorney	20,000	7,275	36.37%
70 Finance & Administration	121,924	39,377	32.30%
80 Municipal Court	138,790	55,249	39.81%
90 Public Properties	324,823	114,664	35.30%
100 Police Department	2,071,604	662,561	31.98%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Sewer Fund			
*Revenue	1,940,700	704,847	36.32%
Expenditures			
Personnel Services	992,316	389,998	39.30%
Material & Services	602,245	313,325	52.03%
Capital Outlay	0	10,000	0.00%
Transfers	416,400	208,483	50.07%
Contingencies	206,868	0	0.00%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Water Fund			
*Revenue	1,816,000	795,336	43.80%
Expenditures			
Personnel Services	1,067,944	420,131	39.34%
Material & Services	470,295	179,644	38.20%
Capital Outlay	0	0	0.00%
Transfers	238,800	119,336	49.97%
Contingencies	220,579	0	0.00%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Timber Fund			
*Revenue	400,000	0	0.00%
Expenditures			
Material & Services	209,745	35,939	17.13%
Capital Outlay	0	0	0.00%
Contingencies	36,000	0	0.00%
Propery Purchase Reserve	196,318	0	0.00%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Street Fund			
*Revenue	518,300	249,860	48.21%
Expenditures			
Personnel Services	139,091	68,633	49.34%
Material & Services	279,845	86,812	31.02%
Capital Outlay	0	0	0.00%
Contingencies	70,000	0	0.00%
Transfers	100,000	0	0.00%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Special Projects Fund			
*Revenue	659,099.00	200,000	30.34%
Expenditures			
Capital Outlay	858,015	84,858	9.89%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Sewer Capital Fund			
*Revenue	1,116,630	19,144	1.71%
Expenditures			
Capital Outlay	1,448,990	783,554	54.08%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Water Capital Fund			
*Revenue	610,800	1,840	0.30%
Expenditures			
Capital Outlay	1,008,766	110,902	10.99%
	2023-2025	4/30/2024	4/30/2024
	Budget	YTD Actual	YTD % Variance
Transportation Capital Fund			
*Revenue	370,000	110,401	0.00%
Expenditures			
Capital Outlay	586,947	442,695	75.42%

*Excludes Beginning Balance

**Excludes Transfers

Accounts Payable

Checks by Date - Summary by Check Date

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
13422	3000	ALS Group USA, Corp.	04/10/2024	320.00
13423	UB*00066	CJM Realty, LLC	04/10/2024	50.00
13424	3891	Clean Creek LLC	04/10/2024	3,200.00
13425	446	Columbia County Clerk	04/10/2024	101.00
13426	3892	Columbia County Transfer Station	04/10/2024	34.74
13427	097	Columbia County Treasurer	04/10/2024	176.00
13428	3514	Core & Main LP	04/10/2024	3,378.00
13429	043	Cowlitz Clean Sweep Inc	04/10/2024	3,841.35
13430	3341	FERGUSON ENTERPRISES #3007	04/10/2024	256.40
13431	837	Global Security & Comm. Inc.	04/10/2024	74.85
13432	222	Hamer Electric, Inc	04/10/2024	1,649.85
13433	581	Home Depot Credit Services	04/10/2024	393.29
13434	427	Hudson Portable Toilet Service	04/10/2024	430.00
13435	617	Idexx Distribution Corp.	04/10/2024	360.09
13436	020	Lakeside Industries	04/10/2024	253.19
13437	3450	Elizabeth Lawrence	04/10/2024	4,000.00
13438	3824	Rian Allen Snider Mirrored Lamp LLC	04/10/2024	5,225.00
13439	3619	Mission Communications, LLC	04/10/2024	227.40
13440	3644	More Power Computers, Inc.	04/10/2024	2,598.85
13441	996	Oregon Department of Revenue	04/10/2024	355.75
13442	3342	Pacific Power Group, LLC	04/10/2024	4,271.52
13443	3156	Peck Rubanoff & Hatfield PC	04/10/2024	94.50
13444	3888	Public Safety Software LLC/Robert B. Mor	04/10/2024	240.00
13445	308	Quality Control Services, Inc	04/10/2024	375.00
13446	096	Rainier Police Department	04/10/2024	317.41
13447	508	Rainier Senior Center	04/10/2024	500.00
13448	069	Sierra Springs	04/10/2024	141.87
13449	3835	Solutions YES LLC	04/10/2024	42.03
13450	132	SBRK Finance Holdings Inc. Springbrook (04/10/2024	150.00
13451	022	Stephen D. Petersen, LLC	04/10/2024	985.00
13452	030	True Value	04/10/2024	144.42
13453	3829	Alexander W, Urling (Skip) Urling	04/10/2024	695.00
13454	3512	Verizon	04/10/2024	392.40
13455	3653	West Yost & Associates, Inc.	04/10/2024	8,162.50
13456	035	Wilcox & Flegel	04/10/2024	244.41
13457	035	Wilcox & Flegel	04/10/2024	272.52
13458	3529	Sarah Blodgett	04/10/2024	100.00
Total for 4/10/2024:				44,054.34
13459	3000	ALS Group USA, Corp.	04/24/2024	573.00
13460	3894	Carolyn Jenkins House Painting JC Manage	04/24/2024	1,970.00
13461	673	Cintas Corporation	04/24/2024	706.08
13462	3041	CIS Trust	04/24/2024	17,906.53
13463	244	Clatskanie PUD	04/24/2024	9,336.20
13464	3891	Clean Creek LLC	04/24/2024	2,750.00
13465	044	Columbia River PUD	04/24/2024	282.18

Check No	Vendor No	Vendor Name	Check Date	Check Amount
13466	3893	Dustin Hawkinson Columbia Site Works, L	04/24/2024	1,600.00
13467	3513	Comcast	04/24/2024	902.47
13468	3669	Comcast Business	04/24/2024	433.10
13469	3514	Core & Main LP	04/24/2024	1,945.58
13470	3574	Correct Equipment, Inc.	04/24/2024	1,010.00
13471	3831	First Citizens Bank & Trust Co. (CiT)	04/24/2024	125.00
13472	053	Grainger	04/24/2024	2,431.88
13473	778	Kenneth Holly	04/24/2024	220.72
13474	3115	Jammie's Environmental, Inc.	04/24/2024	3,629.05
13475	3799	KLTV	04/24/2024	405.00
13476	020	Lakeside Industries	04/24/2024	412.18
13477	155	League of Oregon Cities	04/24/2024	20.00
13478	049	Mallory Company	04/24/2024	201.01
13479	3021	Marlin Business Bank	04/24/2024	143.40
13480	2028	Metro Overhead Door	04/24/2024	445.00
13481	182	NW Natural	04/24/2024	292.30
13482	3622	Pacific Int-R-Tek	04/24/2024	8,877.60
13483	2325	Cynthia L. Phillips	04/24/2024	400.00
13484	605	Points S Tire Factory	04/24/2024	108.20
13485	029	Quill Corporation	04/24/2024	477.51
13486	135	Star Rentals & Sales	04/24/2024	400.00
13487	1054	The Automation Group, Inc.	04/24/2024	2,520.76
13488	109	Twin City Glass	04/24/2024	516.87
13489	101	V O Printers, Inc	04/24/2024	74.66
13490	3512	Verizon	04/24/2024	213.38
13491	078	Watkins Tractor & Supply Co	04/24/2024	904.28
13492	035	Wilcox & Flegel	04/24/2024	464.01
13493	035	Wilcox & Flegel	04/24/2024	365.80
13494	3357	Xylem Water Solutions USA, Inc.	04/24/2024	1,650.00
Total for 4/24/2024:				64,713.75
ACH	1123	OR DEPT OF JUSTICE	04/30/2024	627.00
ACH	3832	VEBA	04/30/2024	650.00
ACH	FED TX	EFT Federal tax dep	04/30/2024	11,705.05
ACH	FICA	EFT EE/ER FICA	04/30/2024	13,313.20
ACH	Medicare	EFT EE/ER Medicare	04/30/2024	3,113.60
ACH	OR ST Tx	EFT Employee Oregon St Tx	04/30/2024	7,376.80
ACH	PERSEE	EFT PERS Employee /Employer Pa	04/30/2024	5,589.13
ACH	PERSER	EFT PERS Employer Paid	04/30/2024	18,971.20
ACH	PERU	EFT PERS Units	04/30/2024	2.48
13495	985	AFLAC	04/30/2024	188.73
13496	077	CIS Trust	04/30/2024	264.12
13497	3618	Office of the Trustee	04/30/2024	550.00
13498	ORS GP	Oregon Savings Growth Plan	04/30/2024	600.00
13499	079	Oregon Teamster Employer Trust	04/30/2024	23,769.62
13500	995	Teamsters Local No. 58	04/30/2024	928.00
13501	3545	InRoads Credit Union	04/30/2024	3,746.42
13502	3545	InRoads Credit Union	04/30/2024	1,925.06
13503	3545	InRoads Credit Union	04/30/2024	177.73
Total for 4/30/2024:				93,498.14
Report Total (91 checks):				202,266.23

CITY OF RAINIER
 CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
 CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
 4/1/2024-4/30/2024

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	419,921.45		
New Ending Balance	<u>419,921.45</u>	0.00	0.00
			<u>419,921.45</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,372.00			
Ending Balance SHCU 760072-2	467,911.65			
Deposits not Shown on Statement		522.51		
Outstanding Cks and Other Debits	58,321.87			
PERS Outstanding	24,562.84			
PERS Adjustment				
Ending Balance	<u>502,283.65</u>	82,884.71	522.51	
				<u>419,921.45</u>
				0.00

LGIP STATEMENT SUMMARY				
Beginning Balance	6,076,825.57			
Deposits		\$	10,027.91	
Withdrawals				
Interest			25,933.08	
S/C		0.10		
Ending Balance	<u>6,076,825.57</u>	0.10	35,960.99	
				<u>6,112,786.46</u>

TOTAL CASH 6,532,707.91

GENERAL LEDGER RECONCILIATION
 4/1/2024-4/30/2024

	04/01/24	Total	Total	04/30/24	
Fund	Beginning Balance	Revenue	Expense	Ending Balance	Liabilities
10 General	3,235,372.72	179,613.88	528,318.66	2,886,667.94	
20 Debt	364,095.76	0.00	0.00	364,095.76	
30 Sewer	90,601.77	70,990.43	87,946.80	73,645.40	
40 Water	245,528.83	96,468.68	113,292.53	228,704.98	
50 Timber	1,594,132.67	0.00	177.79	1,593,954.88	
60 Street	57,614.98	131,522.93	16,845.80	172,292.11	
65	0.00	0.00	0.00	0.00	
70	0.00	0.00	0.00	0.00	
81 Special Projects	234,693.45	200,000.00	7,267.01	427,426.44	
83 Sewer Capital	270,137.41	0.00	9,812.35	260,325.06	
84 Water Capital	308,333.63	0.00	0.00	308,333.63	
85 Transportation Capital	29,408.54	110,401.00	0.00	139,809.54	
90 Library Trust	77,400.06	52.11	0.00	77,452.17	
				0.00	
General Ledger Total	<u>6,507,319.82</u>			<u>6,532,707.91</u>	0.00

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

**City of Rainier
City Council Meeting
June 3, 2024
6 p.m.
Rainier City Hall**

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

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

Council Absent: Connie Budge

City Attorney Present: No

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

Flag Salute

Mayor's Address: Mayor Jerry Cole congratulated the Rainier High School graduating class of 2024 and said that the senior parade was scheduled for the following Friday.

Additions/Deletions from the Agenda: There were no additions or deletions to the agenda at this time.

Visitor Comments: Ronda Roche said she doesn't want property owners to be responsible for their lateral lines. Ron Roche said it cost \$30,000 to fix his lateral line and is asking the City to reimburse him for half of that. Janet Sedgley said she wants to do a Golden Rule Project event to bring people to the City. Cole said setting it up would be similar to a park use request. Jan Rich said things are going well at the senior center. Volunteer hours have increased, and the Eagles lodge donated \$6850 for the Meals on Wheels home delivery service. The center needs to raise \$5,000 to replace its chairs and is about halfway towards meeting that goal.

Approval of the Consent Agenda

Consider Approval of the May 6, 2024 Council Work Session and 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. Hudson Garbage Rate Request—Hudson District Manager Josh Brown said that disposal costs at the county have increased. The fuel market remains unstable and the company has experienced wage pressure. Cooper asked if discounts were available for seniors and residents on fixed incomes. Brown said many cities ask about that. He's open to discussing it. Councilor Robert duPlessis said that Hudson's rates have gone up around 50 percent over the last 12 years. Kreger moved to approve the proposed rate increase. That motion was seconded by Cooper. There was a discussion about waiting to approve the proposed increase until after a program can be developed for seniors and

- residents on fixed incomes. Kreger withdrew his motion. Council agreed by consensus to table the item until its next meeting.
- b. Timber Fund Loan Terms—Cole said council has agreed to take a zero percent interest loan from the Timber Fund to pay for the restoration of the windows at City Hall. He asked council for suggestions on a payoff schedule and suggested \$20,000 per year for six years. Councilor Paul Langner moved to repay the loan at \$1,000 per month until it is paid off, starting in July 2025. That motion was seconded by Kreger and adopted unanimously.
 - c. Award RFP for Auditor Services—City Administrator W. Scott Jorgensen said that Singer Lewak was recommended by Columbia River Fire and Rescue. Cole said the firm is doing good work with the district and he's been impressed at its due diligence. Langner said he would like to see a figure of what the audit costs would be. Cole suggested having a "not to exceed." Jorgensen said he can reach out and obtain that information. Council agreed by consensus to table the item until the next meeting.
 - d. Award Contract for Water System DRC Consulting—Langner moved to award the contract. That motion was seconded by Kreger and adopted unanimously.
 - e. Award Bid for Fox Street Paving Project—Public Works Director Russ Reigel said he had not yet received the bid. Council agreed by consensus to table the matter to the next meeting.
 - f. First Reading of Ordinance 1099—Amending Chapters 13.05 and 13.15 of the Rainier Municipal Code
 - g. Resolution 24-06-01—Increasing Rate for Septage Receiving Services—Langner moved to approve the resolution, with the amendment that the fee be increased to 25 cents as of July 2025. That motion was seconded by Kreger and adopted unanimously.

Unfinished Business

- a. Second Reading of Ordinance 1098—Amending Ordinance 917 and Chapter 10.30.010 of Rainier Municipal Code—duPlessis moved to approve the ordinance. That motion was seconded by Langner and adopted unanimously.
- b. Fox Creek Update—Jorgensen said he's been meeting with Oregon Solutions about taking over management of the project. He's compiled a list of stakeholders and shared that with representatives from Oregon Solutions.
- c. Wastewater Plant MAO—Reigel said he's meeting with the city's engineering firm about the MAO. Jorgensen said the City's new operator has started and is doing a great job.
- d. Senior Center Update—Reigel said that drawings have been provided to an architect to meet the county's permitting requirements.
- e. Executive Compensation—Langner said the current compensation is on par with similarly sized cities. What he and Cooper have come up with is a system of incentives for grant applications and rewards and new business investment. They recommend a base pay of \$105,000 per year along with the incentive program. Cole asked how it should be implemented. Jorgensen said his contract with the City is up for renewal in September and that can be included as part of the evaluation process.

Staff Report—Police Chief Gregg Griffith said that Officer Mark Nielsen is scheduled to graduate from the police academy June 21. Reigel said the park bathrooms are done and work should begin on replacing the roof at City Hall in late June. Frames for the windows at City Hall are going to be worked on the following week and should be done within a month. Jorgensen said he and Reigel met with DEQ, helped set up for the Rainier Oregon Historical Museum's groundbreaking ceremony, met with Oregon Solutions, attended the Columbia Economic Team meeting and has been working on the budget.

Council Reports—Cooper said the Senior Center is working on its chair drive. duPlessis said he’s been impressed at the work being done on the City Hall building.

City Calendar/Announcements—Cole said that the kickoff for the summer concerts in the park series was scheduled for the following Wednesday. It was decided by consensus that Council will hold its next meeting June 17 at 5:30 p.m., prior to the Budget Committee meeting. Council will also meet July 15.

Cole adjourned the meeting at 7:38 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT



Operations, Management, & Environmental Accounting Services

Service Agreement

This service agreement (“Agreement”) is made effective as of July, 2024, by and between Koch Management Services, LLC. P.O. Box 838, Woodburn Oregon 97071 and City of Rainier, PO Box 100 Rainier, OR 97048 for the service period ending June 30, 2025.

1. DESCRIPTION OF SERVICES

BEGINNING ON July 1, 2024, Koch Management Services, LLC. will provide to City of Rainier the following services (collectively the “services”). In general, City of Rainier will provide all materials and equipment while Koch Management Services, LLC will provide management services for the Waste Water Operations & Compliance with NPDES Permit #102571.

	Tasks	Provided by City of Rainier	Provided by Koch Management Services, LLC
1	Insurance	Standard Insurance Coverage	Certificate of liability Insurance
2	Confirm Compliance with NPDES Permit # 102571		Monitor NPDES Permit Compliance/Report Non Compliance Issues/Corrections
3	Apply for NPDES renewal		Produce Renewal Application Completed
4	Produce Monthly DMR Report		Produce/Submit Electronic DMR Document Monthly
5	Appropriate Certifications		Provided by Koch Management, Frank Sinclair Certified Operator DRC
6	Provide training to staff as needed	Provide Training Documents	Provide Wastewater Operational Training as Needed
7	Update Operations and Maintenance Manual	Provide Paper, Binder, and Thumb Drive	Write Update to Operations and Maintenance Manual to Include Cleaning of Basins
8	Produce I & I Report and other reports as required by Rainier’s NPDES permit.	Provide Paper, Binder, and Thumb Drive	Write Report
9	Perform Treatment Plant & Collection System Inspections	Provide Inspection Forms	Perform Monthly Inspections of System
10	On Call Phone Assistance		Provide 24 Hour Phone Number for Emergency Call Out Rate Included at Negotiated Hourly Rate \$65.00 hr. 2 hr. Call Out Fee Plus Time on Emergency Per Work Hours & Days Listed Below
11	Normal Hours of Operation Rates After Hours/Weekend/Holiday Emergency Call Out Rates		\$65.00 Hour \$97.50 Hour (1.5 times charge)
12	Develop/Update Biosolids Management Plan	Provide Board Workshops to Decide Most Cost-Effective Method to Handle Biosolids	Develop Most Cost-Effective Method to Dispose of Biosolids. Compl Plans for DEQ Approval. Implement Approved Plan
13	Produce Annual NPDES reports as needed		Write and Send Reports to the Department of Environmental Quality (DEQ)
14	Agreed Upon 8 Hours A week on site Plant Supervision, remote for document development, remote training, and phone consultations	Provide All Daily/Weekly/Monthly Documents Required for Compliance	Koch Management will view and submit all need paperwork & reports per permit compliance

2. PAYMENT FOR SERVICES

In exchange for the Services, City of Rainier will pay compensation to Koch Management Services, LLC. for the Services in the amount of \$45000.00 annually. This will be payable each month in \$3750.00 Increments upon the completion of the monthly Services.

3. TERM

This Agreement will terminate automatically on June 30, 2025, unless extended through negotiation. This agreement automatically extends for the period when parties are engaged in negotiations. Either party, for any reason, with sixty-day written notice, may terminate this agreement.

4. WORK PRODUCT OWNERSHIP

Any copyrightable work, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Koch Management Services, LLC. in connection with the Services will be the exclusive property of Koch Management Services, LLC. Upon request, Koch Management Services, LLC. will execute all documents necessary to confirm or protect the exclusive ownership of Koch Management Services, LLC. to the Work Product.

5. CONFIDENTIALITY

Koch Management Services, LLC. and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of Koch Management Services, LLC. or divulge, disclose, or communicate in any manner, any information that is proprietary to City of Rainier. In addition, City of Rainier and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this agreement.

6. INDEMNIFICATION

City of Rainier agrees to indemnify and hold harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against Koch Management Services, LLC that result from reasonable acts or omissions of Koch Management Services, LLC and/or Koch Management Services, LLC employees, agents, or representatives.

7. WARRANTY

Koch Management Services, LLC shall provide its services and meet its obligations under this Agreement in a timely and competent manner. Koch Management Services, LLC will use knowledge and recommendations for performing the services, which meet generally acceptable standards in City of Rainier community and region. Koch Management Services, LLC will provide a standard of care equal to, or superior to, care used by service providers similar to Koch Management Services, LLC on similar projects.

8. REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe, with sufficient detail, the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless

waived by a party providing notice, the failure to cure the default(s) within such time-period shall result in the automatic termination of this Agreement.

9. ENTIRE AGREEMENT

This Agreement with Attachment A contains the entire agreement of the parties, and there are no other promises or conditions in other agreements whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

10. SEVER-ABILITY

If any provision of this Agreement will be held to be invalid or unenforceable for any reason the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforce as so limited.

11. AMENDMENT

This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Oregon.

13. NOTICE

Any notice or communication required or permitted under this agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. ASSIGNMENT

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be reasonably withheld.

Agreement acknowledged by signature:

City Administrator: _____

Date: _____

City Recorder: _____

Date: _____

Business Owner: _____

Date: _____

This contract is subject to public disclosure.

Attachment A Terms and Conditions

1. **Provisions of Services-** The owner and service provider have agreed that the services are provided on an as needed basis to fulfill the owner's responsibility to operate and maintain the wastewater treatment and collection systems in accordance with the Oregon Department of Environmental Quality Wastewater regulations. The parties acknowledge that regulations can change and there may be an increase in the level of service initially agreed by the parties.
2. **Owner's Obligation for System Maintenance-** The owner must promptly notify the service provider of any known defects, problems, or complaints.
3. **Unscheduled Visits-** Upon notice by the owner or Oregon Department of Environmental Quality, the service provider shall be required to perform emergency services, which may include repairs and replacements. These will correct conditions, which can pose or are likely to pose a risk to public health, public safety, or the environment. The owner will be responsible for paying the service provider for additional services.
4. **Access-** The owner will grant the service provider access to facilities for services included in the agreement.
5. **Natural and Man-Made Events Excluded-** The service provider will have no liability or obligations in connection with any damage resulting from electrical outage, storms, flooding, lightening, earthquakes, or any act of God. The owner will then be responsible for all costs incurred in connection with such events.
6. **Delays-** The service provider shall not be liable for delays in performance or non-performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labor strikes, labor shortage, or the inability to obtain materials, equipment, or transportation.
7. **Fees-** The service fees are listed below. The service provider must provide at least 30 days' notice of rate changes.
Normal Hour Rate \$65.00
After Hours/Weekend/Holiday Emergency Rate \$105.00 at 2 Hour Minimum Charge.
8. **Payment-** The owner shall pay for the services provided in accordance with the payment terms listed on invoices submitted by the service provider. Unpaid balances remaining after 30 days from the date of the invoice shall accrue interest at a rate of 1% per month. The owner is also responsible for paying all attorney fees and expenses, court costs, and any other costs incurred by the service provider to collect any overdue balances and interest.
9. **Termination-** Failure to pay may result in the service provider terminating the agreement with 10-day notice and shall have no further obligations if any amount remains unpaid after 30 days from the date of the invoice.
10. **Service Provider Liability-** The service provider's liability under this agreement for any defect or failure is limited to an exchange of the product and/or a return of the amounts paid for service/materials. No claim shall exceed the total paid for the service/materials for which damages are claimed. The service provider is not liable for lost profits or incidental damages.
11. **Non-waiver-** No action or inaction on the part of the service provider shall be deemed a waiver of rights, remedies, breaches, or subsequent defaults by the owner in the performance of or compliance with the terms of this agreement.
12. **Required Mediation-** All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and owner. All items must be fully documented. If the mediation does not result in a

mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law. All reasonable attorney fees, court costs, and expenses incurred by the prevailing party are to be paid in full by the other party, as allowed by the applicable law.

13. **Modifications-** The terms of this agreement can only be modified if all involved parties have given a written agreement.

14. **Operator will assume beneficial occupancy and will be in direct responsible charge of the facility, DRC.**

15. Operator must maintain records and accounts concerning the operation, maintenance, repair, and equipping of the facility under this contract. Owner will have reasonable and legally permissible access to all documents, records, and reports from the operator to the Department of Environmental Quality. All records must be maintained as specified by Oregon State retention schedules. Operator will have all signatory authority for said reports and other documents, as required under Oregon Department of Environmental Quality.



Council Memo

June 17, 2024

Resolution 24-06-02—Authorizing an Interfund Loan Not to Exceed \$130,000 from the Timber Fund to the Special Projects Fund for City Hall Window Restoration

Background: Restoring the windows at the historic, 103-year-old City Hall building has long been a council priority. However, other projects have kept coming up over the years, resulting in it being repeatedly delayed. In the meantime, the costs of the window restoration continue to climb.

At the May 6, 2024 council meeting, there was a discussion about doing the window restoration project and funding it through a zero percent loan from the Timber Fund. During its June 3, 2024 meeting, Council discussed the loan terms, opting for \$1,000 per month starting July 1, 2025 until the loan is paid off.

Staff worked with the City's contract CPA to research the mechanisms allowed under Oregon state law to do an interfund loan. Under ORS 294.468, a capital loan must be paid in full over a term not to exceed ten years. The resolution authorizing the loan must state a schedule for repayment and a rate of interest, which can include zero.

The ten-year maximum loan term defined under state law makes the yearly loan payments approximately \$13,000. That equals approximately \$1,083 per month. As is required by law, Resolution 24-06-02 also includes the schedule for repayment of the loan.

Recommendation: Staff recommends passage of Resolution 24-06-02.

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

RESOLUTION #24-06-02

**A RESOLUTION AUTHORIZING AN INTERFUND LOAN NOT TO EXCEED \$130,000
FROM THE TIMBER FUND TO THE SPECIAL PROJECTS FUND FOR CITY HALL
WINDOW RESTORATION**

WHEREAS, Rainier’s historic City Hall building is over 100 years old; and

WHEREAS, the City, its citizens and its Council are stewards of this resource and obligated to maintain and preserve it; and

WHEREAS, restoring the windows at City Hall has been a longtime priority for Council; and

WHEREAS, ORS 294.463 allows for loans from one fund to another; and

WHEREAS, there is sufficient capital available in the Timber Fund to finance the restoration;

NOW THEREFORE, IT IS HEREBY RESOLVED that:

Section 1. The Timber Fund shall make a capital loan in the amount of \$130,000 to the Special Projects Fund.

Section 2. The loan will be repaid over a period of not more than ten years at zero percent interest in the amount of \$13,000 per year, with the first payment being made on July 1, 2025.

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

Jerry Cole, Mayor

ATTESTED:

W. Scott Jorgensen
City Administrator

City of Rainier Interfund Loan

CASH FLOW DATA

Event	Date	Amount
1 Loan	6/17/2024	\$130,000
2 Payment	7/1/2025	\$13,000
3 Payment	7/1/2026	\$13,000
4 Payment	7/1/2027	\$13,000
5 Payment	7/1/2028	\$13,000
6 Payment	7/1/2029	\$13,000
7 Payment	7/1/2030	\$13,000
8 Payment	7/1/2031	\$13,000
9 Payment	7/1/2032	\$13,000
10 Payment	7/1/2033	\$13,000
11 Payment	7/1/2034	\$13,000

AMORTIZATION SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>
Loan 6/17/2024				\$130,000
1 7/1/2025	\$13,000	0	\$13,000	\$117,000
2 7/1/2026	\$13,000	0	\$13,000	\$104,000
3 7/1/2027	\$13,000	0	\$13,000	\$91,000
4 7/1/2028	\$13,000	0	\$13,000	\$78,000
5 7/1/2029	\$13,000	0	\$13,000	\$65,000
6 7/1/2030	\$13,000	0	\$13,000	\$52,000
7 7/1/2031	\$13,000	0	\$13,000	\$39,000
8 7/1/2032	\$13,000	0	\$13,000	\$26,000
9 7/1/2033	\$13,000	0	\$13,000	\$13,000
10 7/1/2034	\$13,000	0	\$13,000	0
Totals	\$130,000	0	\$130,000	

Proposed Fees

Our all-inclusive audit fee will be as stated below. This fee includes the cost of providing paper and PDF copies of the final audit report, any out-of-pocket expenses, and year-round advice on accounting, reporting, or internal control issues.

	For the year ended June 30, 2024		
	Estimated	Hourly	Costs
	Hours	Rate	
Engagement Partner	15	\$ 325	\$ 4,875
Director	25	210	5,250
Manager	50	160	8,000
Staff	100	110	11,000
Clerical	10	60	600
Total	<u>200</u>		<u>\$ 29,725</u>

Single Audit Fee

Should a Single Audit be necessary during any of these years, there would be a base fee of \$6,000 to cover the audit of the schedule of expenditures of federal awards, planning, review, and the audit of the first major program. Additional major programs would be an additional \$4,500 each. Major programs are determined under CFR 200.718, Subpart F of the Uniform Grant Guidance.

Three Year Fee Schedule

	Fiscal Years Ending June 30th		
	2024	2025	2026
Financial Statement Audit	\$ 29,725	\$ 31,200	\$ 32,800
Single Audit, if required*	6,000	6,300	6,600
Total	<u>\$ 35,725</u>	<u>\$ 37,500</u>	<u>\$ 39,400</u>

Financial statement audit fee includes drafting of the annual financial statement. Annual fee increase is 5% or CPI, whichever is greater. Additional fees may apply in years when new GASB pronouncements have a significant impact on reporting or if the City chooses to produce an Annual Comprehensive Financial Report (ACFR).

Additional fees for extraordinary circumstances or for services outside of the scope of the normal audit are outlined in our original proposal.

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