

CITY OF RAINIER
CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
4/1/2022-4/30/2022

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	352,538.04		
PERS Deposits -			
New Ending Balance	352,538.04	0.00	0.00
			352,538.04

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,337.60			
Ending Balance SHCU 760072-2	387,297.22			
Deposits not Shown on Statement		3,633.21		
Outstanding Cks and Other Debits	52,225.85			
PERS Outstanding	20,504.14			
PERS Adjustment				
Ending Balance	421,634.82	72,729.99	3,633.21	0.00
				352,538.04

LGIP STATEMENT SUMMARY				
Beginning Balance	7,445,049.29			
Deposits			13,646.76	
Withdrawals		50,000.00		
Interest			3,857.19	
S/C				
Ending Balance	7,445,049.29	50,000.00	17,503.95	0.00
				7,412,553.24

TOTAL CASH **7,765,091.28**

GENERAL LEDGER RECONCILIATION
4/1/2022-4/30/2022

	04/01/22				04/30/22	
Fund	Beginning Balance	Total Revenue	Total Expense	Liabilities	Ending Balance	
10 General	2,649,339.89	174,513.87	273,241.33		2,550,612.43	
20 Debt	364,096.00	0.00	0.00		364,096.00	
30 Sewer	453,560.32	101,190.39	66,038.85		488,711.86	
40 Water	297,234.58	82,533.35	60,212.13		319,555.80	
50 Timber	1,720,761.26	0.00	4,317.44		1,716,443.82	
60 Street	226,438.83	11,601.66	19,702.60		218,337.89	
65	0.00				0.00	
70	0.00				0.00	
81 Special Projects	320,273.29	0.00	3,185.33		317,087.96	
83 Sewer Capital	971,657.76	0.00	0.00		971,657.76	
84 Water Capital	381,349.05	9,138.98	18,277.96		372,210.07	
85 Transportation Capital	356,822.76	0.00	0.00		356,822.76	
90 Library Trust	89,628.01	52.11	125.19		89,554.93	
General Ledger Total	7,831,161.75				7,765,091.28	0.00

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

City of Rainier
 2021/2022 Budget Year
 4/30/2022

Budget Compared to Actual-Major Funds

Income/Expense

	2021/2022	4/30/2022	4/30/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,528,463	97.77%
Expenditures	1,778,290	1,108,211	62.32%

	2021/2022	4/30/2022	4/30/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,441,949	98.16%
Expenditures	1,732,561	1,527,423	88.16%

	2021/2022	4/30/2022	4/30/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	811,529	84.80%
Expenditures	1,235,198	1,049,343	84.95%

	2021/2022	4/30/2022	4/30/2022
Timber Fund		YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures	520,512	54,908	10.55%

	2021/2022	4/30/2022	4/30/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	242,825	97.76%
Expenditures	333,065	285,992	85.87%

*Excludes Beginning Balance

City of Rainier
2020/2021 Budget Year
4/30/2022
Budget Compared to Actual-Major Funds
Budget Variance by Appropriation

	2021/2022	4/30/2022	4/30/2022
General Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,563,290	1,528,463	97.77%
Expenditures			
10 General Government	388,638	174,036	44.78%
20 City Building Maintenance	13,500	5,002	37.05%
30 Land Use & Development	27,425	18,457	67.30%
50 Library	68,800	8,268	12.02%
60 Attorney	7,500	7,997	106.63%
70 Finance & Administration	56,117	37,399	66.64%
80 Municipal Court	61,084	45,435	74.38%
90 Public Properties	189,483	127,639	67.36%
100 Police Department	965,743	683,978	70.82%
	2021/2022	4/30/2022	4/30/2022
Sewer Fund	Budget	YTD Actual	YTD % Variance
*Revenue	1,468,913	1,441,949	98.16%
Expenditures			
Personnel Services	454,307	352,311	77.55%
Material & Services	278,000	245,879	88.45%
Capital Outlay	0	0	0.00%
Transfers	956,944	929,233	97.10%
Contingencies	43,310	0	0.00%
	2021/2022	4/30/2022	4/30/2022
Water Fund	Budget	YTD Actual	YTD % Variance
*Revenue	957,000	811,529	84.80%
Expenditures			
Personnel Services	488,346	381,375	78.10%
Material & Services	192,320	155,587	80.90%
Capital Outlay	0	0	0.00%
Transfers	512,382	512,381	100.00%
Contingencies	42,150	0	0.00%
	2021/2022	4/30/2022	4/30/2022
Timber Fund	Budget	YTD Actual	YTD % Variance
*Revenue	180,000	514,494	285.83%
Expenditures			
Material & Services	80,400	49,315	61.34%
Capital Outlay	65,000	5,593	8.60%
Contingencies	300,000	0	0.00%
Property Purchase Reserve	75,112	0	0.00%
	2021/2022	4/30/2022	4/30/2022
Street Fund	Budget	YTD Actual	YTD % Variance
*Revenue	248,382	242,825	97.76%
Expenditures			
Personnel Services	66,643	57,981	87.00%
Material & Services	118,150	81,883	69.30%
Capital Outlay	0	0	0.00%
Contingencies	2,144	0	0.00%
Transfers	146,128	146,128	100.00%

*Excludes Beginning Balance

Accounts Payable

Checks by Date - Summary by Check Date

User: elisha
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Check No	Vendor No	Vendor Name	Check Date	Check Amount
11099	3797	Caracal Enterprises LLC	04/06/2022	1,055.67
11100	673	Cintas Corporation	04/06/2022	546.47
11101	244	Clatskanie PUD	04/06/2022	9,805.22
11102	244	Clatskanie PUD	04/06/2022	164.04
11103	721	Code Publishing	04/06/2022	250.00
11104	097	Columbia County Treasurer	04/06/2022	112.00
11105	3514	Core & Main LP	04/06/2022	1,192.22
11106	057	Cowlitz River Rigging Inc	04/06/2022	150.26
11107	094	Cowlitz Wahkiakum Government	04/06/2022	747.45
11108	008	Daily News	04/06/2022	11.07
11109	628	John Dewey	04/06/2022	115.00
11110	3341	FERGUSON ENTERPRISES #3007	04/06/2022	116.10
11111	303	Galls, LLC-DBA Blumenthal Uniform	04/06/2022	497.46
11112	053	Grainger	04/06/2022	315.12
11113	305	Gregg Griffith	04/06/2022	391.49
11114	778	Kenneth Holly	04/06/2022	235.38
11115	581	Home Depot Credit Services	04/06/2022	520.92
11116	3545	InRoads Credit Union	04/06/2022	815.10
11117	UB*00027	JMC INVESTMENTS LLC	04/06/2022	123.42
11118	020	Lakeside Industries	04/06/2022	839.97
11119	3450	Elizabeth Lawrence	04/06/2022	468.74
11120	2116	Peter Manning	04/06/2022	150.00
11121	007	McCord's Inc	04/06/2022	2,113.07
11122	3619	Mission Communications, LLC	04/06/2022	233.40
11123	3644	More Power Computers, Inc.	04/06/2022	2,872.56
11124	390	OAWU	04/06/2022	480.00
11125	996	Oregon Department of Revenue	04/06/2022	270.00
11126	2259	Otis Elevator Company	04/06/2022	926.00
11127	055	Pauly, Rogers and Co., PC	04/06/2022	15,000.00
11128	3186	Pitney Bowes Global Financial Services LI	04/06/2022	143.91
11129	029	Quill Corporation	04/06/2022	272.31
11130	096	Rainier Police Department	04/06/2022	226.00
11131	3798	Summer Sears	04/06/2022	400.00
11132	069	Sierra Springs	04/06/2022	67.45
11133	069	Sierra Springs	04/06/2022	119.33
11134	132	SBRK Finance Holdings Inc. Springbrook (04/06/2022	20,453.09
11135	022	Stephen D. Petersen, LLC	04/06/2022	801.00
11136	3470	Tribeca Transport LLC	04/06/2022	2,356.93
11137	188	United Rentals	04/06/2022	2,338.46
11138	3577	Wasco County Landfill, Inc.	04/06/2022	3,087.35
11139	078	Watkins Tractor & Supply Co	04/06/2022	649.45
11140	035	Wilcox & Flegel	04/06/2022	456.87
11141	035	Wilcox & Flegel	04/06/2022	933.70
11142	052	Wood's Logging Supply, Inc	04/06/2022	82.56
11143	837	Global Security & Comm. Inc.	04/06/2022	74.85
Total for 4/6/2022:				72,981.39

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11144	3137	A Plus Tranmissions	04/20/2022	1,215.58
11145	2220	Baker & Taylor	04/20/2022	308.03
11146	520	BCX, Inc.	04/20/2022	2,730.00
11147	3573	Michelle Caldwell	04/20/2022	229.80
11148	3801	Troy Caldwell	04/20/2022	164.66
11149	244	Clatskanie PUD	04/20/2022	10,601.23
11150	3506	Columbia 9-1-1 Comm. District	04/20/2022	738.96
11151	044	Columbia River PUD	04/20/2022	315.19
11152	3669	Comcast Business	04/20/2022	419.82
11153	3574	Correct Equipment, Inc.	04/20/2022	1,035.00
11154	2167	Country Media Inc.	04/20/2022	74.00
11155	008	Daily News	04/20/2022	30.99
11156	008	Daily News	04/20/2022	70.00
11157	3491	Gresham Ford	04/20/2022	44,675.32
11158	3799	KLTV	04/20/2022	1,906.00
11159	020	Lakeside Industries	04/20/2022	42.00
11160	3021	Marlin Business Bank	04/20/2022	178.98
11161	2244	O'Reilly Auto Parts	04/20/2022	96.79
11162	3408	Pape Machinery	04/20/2022	344.84
11163	186	QCL, Inc	04/20/2022	113.00
11164	308	Quality Control Services	04/20/2022	605.00
11165	029	Quill Corporation	04/20/2022	67.27
11166	3080	Ricoh USA, Inc.	04/20/2022	41.53
11167	132	SBRK Finance Holdings Inc. Springbrook (04/20/2022	154.00
11168	3791	Triangle Pump & Equip. Inc.	04/20/2022	9,138.98
11169	3470	Tribeca Transport LLC	04/20/2022	2,425.26
11170	030	True Value	04/20/2022	162.05
11171	469	United Battery	04/20/2022	87.24
11172	188	United Rentals	04/20/2022	1,907.00
11173	089	USA Blue Book	04/20/2022	1,880.53
11174	101	V O Printers, Inc	04/20/2022	137.90
11175	035	Wilcox & Flegel	04/20/2022	655.91
11176	035	Wilcox & Flegel	04/20/2022	804.31
Total for 4/20/2022:				83,357.17
11183	3644	More Power Computers, Inc.	04/27/2022	8,517.31
11184	091	Oregon DEQ	04/27/2022	50.00
11185	091	Oregon DEQ	04/27/2022	240.00
Total for 4/27/2022:				8,807.31
ACH	1123	OR DEPT OF JUSTICE	04/29/2022	627.00
ACH	FED TX	EFT Federal tax dep	04/29/2022	8,610.01
ACH	FICA	EFT EE/ER FICA	04/29/2022	11,294.02
ACH	Medicare	EFT EE/ER Medicare	04/29/2022	2,641.38
ACH	OR ST Tx	EFT Employee Oregon St Tx	04/29/2022	5,910.45
ACH	PERSEE	EFT PERS Employee /Employer Pa	04/29/2022	5,461.09
ACH	PERSER	EFT PERS Employer Paid	04/29/2022	15,040.57
ACH	PERU	EFT PERS Units	04/29/2022	2.48
11177	985	AFLAC	04/29/2022	308.59
11178	077	CIS Trust	04/29/2022	249.62
11179	3618	Office of the Trustee	04/29/2022	950.00
11180	ORSGP	Oregon Savings Growth Plan	04/29/2022	2,400.00
11181	079	Oregon Teamster Employer Trust	04/29/2022	25,467.45

Check No	Vendor No	Vendor Name	Check Date	Check Amount
11182	995	Teamsters Local No. 58	04/29/2022	846.00
Total for 4/29/2022:				79,808.66
Report Total (95 checks):				244,954.53

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

OPEN BUDGET HEARING – ACCEPT PUBLIC COMMENT – CLOSE BUDGET HEARING

Mayor Jerry Cole opened the hearing on the budget resolution at 6 p.m. No public comment was given. The hearing was closed at 6:01 p.m. Mayor Cole opened the hearing on state revenue sharing at 6:01 p.m. No public comment was given. The hearing was closed at 6:02 p.m.

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

Council Present: Connie Budge, Scott Cooper, Robert duPlessis, Jeremy Howell, Mike Kreger and Levi Richardson

Council Absent: Denise Watson

City Attorney Present: No

City Staff Present: Sarah Blodgett, City Recorder; Gregg Griffith, Police Chief; W. Scott Jorgensen, City Administrator; City Forester Patrick McCoy

Flag Salute

Additions/Deletions from the Agenda: City Administrator W. Scott Jorgensen said that Public Works Director Sue Lawrence wanted to add the purchase of a mower as an agenda item. Councilor Scott Cooper moved to add that item to the agenda. That motion was seconded by Council President Mike Kreger and adopted unanimously. Cole said he wanted to add an executive session about legal matters. Kreger moved to add that item to the agenda. That motion was seconded by Councilor Connie Budge and adopted unanimously.

Mayor's Address: Cole noted that it was the anniversary of D-Day and observed a moment of silence in honor of that event. Kreger said that three local students were selected to participate in the Shriners' East-West All Star Game. A plaque was presented to Kenneth Tripp in honor of that achievement.

Visitor Comments: Ronald Roche said his neighbors asked him to request speed humps on 4th Street. He also requested that the city vacate an easement on West E Street. Jorgensen asked him to send an email about the requested easement. There will be an upcoming council discussion about potentially vacating some city rights of ways and easements. Rainier School District Superintendent Joseph Hattrick congratulated the 78 seniors from the district that graduated the previous weekend. Nick Gratzner said cars have been parked on the street near the intersection of East Second and Highway 30. It's dangerous for anyone trying to make a left turn. He said that there are people living in their cars near the kayak launch area. Jorgensen

said staff is looking into security enhancements and a contractor was in the city earlier in the day as part of that. Staff will be presenting about that at the July council meeting.

Consider Approval of the Consent Agenda

Consider Approval of the May 2, 2022 Regular Council Meeting and May 16, 2022 Budget Committee Meeting Minutes—Kreger moved to approve the consent agenda. That motion was seconded by Councilor Robert duPlessis and adopted unanimously.

New Business

- a. IGA with Rainier School District #13 Providing the Contracted Service to Manage the City Library—Cole said he and Jorgensen met with Hattrick to discuss the IGA. They came to the mutual decision to not renew it. Hattrick said he and the district appreciate the partnership. Successes include the remodel of the library and establishing a web presence. He thanked Cole for the good working relationship. Jorgensen went over the various options that are available. A fifth option is to close the library, but he doesn't think anyone wants that one. The library board met that morning to come up with a recommendation for council. He and Budge attended the meeting. Board chair Marcia Roberts said that body had a half hour discussion and voted unanimously to recommend the second option, which would have the librarian be a city employee at 32 hours a week. duPlessis said he remembers past discussions at council about how to keep the library services going. The IGA was a win-win for the district and the city. He would like to keep the same amount of service and include evening and weekend hours. Jorgensen said the library staffing is in the 2022-23 fiscal year budget as a contracted service. But he talked to the city's contract CPA Summer Sears about it. She said it can be changed and the processes to do that wouldn't be difficult. The district advertised the librarian position and received two applicants, including current substitute Allen Snider. There would be enough time for the city to advertise the position and have someone hired and in place by the time the IGA expires on June 30. Cole said that the fourth option of continuing the library staffing as a contracted service could also work. The previous librarian retired, but the district provided a substitute under the terms of the IGA. Jorgensen said he included some materials in the packet to give council information on some options. When he lived and reported in Josephine County, they closed their library branches when the Great Recession hit. A non-profit formed and the county contracted with it to operate the library system. It's now operated as a library district. Similarly, Jackson County contracted with a private company to run its library system. That same company had operated the library system in Riverside County, California. It would be a similar process as hiring a librarian. The city would put out a request for proposal, advertise it for a couple of weeks and council could award a bid at its June 27 meeting. Budge said this could be an opportunity to work on a new strategic plan. She expressed her preference for the second option. Cole said the city can specify the services it wants through a contract. Cooper said that when he worked in IT, many employees were contractors. Councilor Jeremy Howell said that in some instances, there can be a lack of consistency with contractors. Councilor Levi Richardson said that in a small town, everyone knows the librarian. Cole said he thinks that kind of consistency can still be maintained with a contract service option. Cooper suggested that the matter be tabled and reconsidered at the council's June 27 meeting. Cole agreed and asked Hattrick if the city can contract with the school district for one more month of services. Hattrick said he could send over an addendum that would enable that.
- b. Timber Sale Discussion—City Forester Patrick McCoy said there was a previous council discussion about possibly doing a harvest in the city's watershed this summer. Increased

interest rates caused lumber futures to plummet and housing starts are also projected to drop. Prices have become more volatile. Any sale would have lower profits due to increased fuel prices and other costs incurred by doing a harvest. Overall, lumber prices are down 20 percent from their high and 10 percent from the last harvest. duPlessis said the economy is different than it was during the previous discussion. Cole said he's fine with not doing a harvest this year. Council agreed by consensus. The original discussion was to try and do a harvest every other year. McCoy said he could rock some roads to prepare for the next harvest. Budge asked about doing a master plan for the watershed. McCoy said a contractor is working on that and it will cost around \$3,000. That will consist of aerial photography to determine the inventory. The city will then have a better idea of its net acreage and age classifications. Cole agreed that if a harvest isn't be done this year, a master plan should be done instead. He added that the sustainability of the watershed is his goal.

- c. Appointment to Planning Commission Position #2—Cole recommended that Nick Gratzner be appointed. Kreger moved to appoint Gratzner to Planning Commission Position 2. That motion was seconded by Cooper and adopted unanimously.
- d. First Reading of Ordinance 1082—Pertaining to Flood Damage Prevention in the City of Rainier
- e. First Reading of Ordinance 1083—Regarding the Annexation of Contiguous Properties and Annexation of Properties that are a Danger to Public Health
- f. First Reading of Ordinance 1084—Repealing Ordinance 1055
- g. First Reading of Ordinance 1085—To Amend the Rainier Zoning Code Text: Chapter 18.50.050, Sections C 2(a) and D 2(a)—Quality of Materials
- h. Consider Approval of Resolution #22-06-01—Related to Adoption of the 2022-23 Budget—Kreger moved to approve the resolution. That motion was seconded by Howell and adopted unanimously, with Cooper abstaining.
- i. Consider Approval of Resolution #22-06-02—Declaring the City's Election to Receive State Revenues for the Fiscal Year 2022-23—Kreger moved to approve the resolution. That motion was seconded by Cooper and adopted unanimously.
- j. Authorize Mower Purchase—Cole said public works currently has a diesel-run mower that has lasted for over 25 years. Public Works Director Sue Lawrence has recommended the Kubota. Cooper moved to authorize the purchase of the Kubota for the \$16,714.54 bid that was received. That motion was seconded by Kreger and adopted unanimously.

Unfinished Business

- a. Second Reading of Ordinance 1087—Establishing Rules and Regulations for Recreational Vehicles—Kreger moved to approve the ordinance. That motion was seconded by Cooper and adopted unanimously. Budge had some language she wanted to add to a section of the ordinance. Cole said that can be amended at a future meeting.
- b. Riverfront Trail Update—Cole suggested removing the item from the agenda, as the project has been completed. Council agreed by consensus.
- c. Fox Creek Update—Jorgensen said he met with Kate Trudeau, the regional mitigation and recovery coordinator for the Oregon Office of Emergency Management (OEM). They went over the grant funding opportunities for the project, and they coincide with the completion of the feasibility study that's currently being conducted. The notice of funding should go out towards the end of August or early September. Then the city would have to submit a letter of intent, which will be informed by the study. The pre-application will take place in November or December. Then the OEM will select projects and award grants. Trudeau will find out the timeline for the grant award and if

it will be a reimbursement grant.

- d. Senior and Multigenerational Housing—Budge said that Mike Avent would like to participate in the committee that will be formed. Cole said council can discuss it further at its July meeting.

Staff Report—Budge asked Police Chief Gregg Griffith about code enforcement. He said the department is still down one officer and doing the background checks for its new recruit. Budge asked if the new ordinances will help. Griffith said they will. Code enforcement will be easier to do once the department is fully staffed. Cole asked if Griffith should put together written reports on abatement activity for council packets. Griffith said he could. City Recorder Sarah Blodgett said that new utility billing clerk Dana Potter has been working for the past few weeks and is doing well. Jorgensen said he conducted and completed contract negotiations with Teamsters Local 58 for the city's clerical and public works employees. They voted to approve the contract earlier in the day. He attended the mayor's prayer breakfast and worked on the budget. He and Lawrence have been meeting with representatives of a company that provides security cameras, and he emceed the riverfront bridge dedication event on May 29.

Council Reports—Cooper was pleased with the handrails that were added to the riverfront trail. Richardson said the dedication ceremony went well and he appreciates the asphalt improvements that were made around the park. duPlessis thanked the police department for putting together the graduation parade for high school seniors. Kreger said he'll be speaking to the history clubs at the high school and middle school about the city, military and the VFW. Cole said the dedication ceremony had good turnout and weather.

City Calendar/Announcements—Cole said the next council meetings will be June 27 and July 11.

Cole adjourned the regular council meeting at 7:45 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

Intergovernmental Agreement (IGA)
Addendum to contract dated July 1, 2021 – June 30, 2022

Intergovernmental Agreement between the City of Rainier (hereinafter referred to as "City") and the Rainier School District #13 (hereinafter referred to as "District") providing the contracted service to manage the City of Rainier's Library.

The Purpose of this agreement is to extend the contract that is to expire on June 30, 2022 through July 31, 2022 which outlines the general management and daily operation of the City Library. All other terms of the 2021-2022 contract remain in full-force and effect through July 31, 2022.

This one-month extension to the contract can expire upon written request to cancel the addendum with no less than one week notice to the District. Otherwise, the contract will expire on July 31, 2022.

Terms: The District will provide the personnel under this IGA for up to \$5,000 to maintain library services to the citizens of Rainier from July 1, 2022 to July 31, 2022. Actual costs incurred by the District will be billed to the City on August 1, 2022.

City Manager, City of Rainier

Date



Board Chair, Rainier School District #13



Date

**Memorandum of Understanding
Between
KLTV, Kelso-Longview Television, INC.
And
Cowlitz County**

This Memorandum of Understanding made and entered into _____, by and between **KLTV Kelso-Longview Television**, a Washington nonprofit corporation (hereinafter "**KLTV**") and **Cowlitz County**, a political subdivision of the State of Washington acting by and through its Board of Commissioners (hereinafter "**County**").

Whereas, **Cowlitz County** granted two non-exclusive franchises by orders dated April 23, 1990 to Cowlitz Cablevision, Inc. ,for the operation of cable systems within the **County** rights-of-way to provide cable television services to residents of the **County**, which franchises are now held by **Comcast Cable**. ;and

Whereas, the Cable Communication Policy Act, PL98-549, effective December 29, 1984, authorizes cable-franchising authorities to establish franchise requirements for facilities and equipment. The Act further permits franchising authorities to require channel capacities for Public, Education and Government Access ("**PEG Access**") ; and

Whereas, **KLTV** has been organized to develop and promote the concepts of Public, Education, and Governmental Access to existing and future telecommunications media, and to establish and operate one or more media Access centers to educate and assist individuals and organizations in the use of tools and techniques for the production of local cable television programming ; and

Whereas, on April 1, 2003, **Cowlitz County** implemented a five percent (5.0%) franchise fee applicable to the above referenced franchises and elected to utilize this fee to support **PEG Access** services; and

Whereas, on April 1, 2003 **KLTV** was designated by **County** as the non-profit agency within **Cowlitz County** to operate, maintain and administer public access telecommunications media for the benefit of the **County**.

Now, Therefore, in consideration of the mutual undertakings and promises contained herein and the benefits to be realized by each party, and in further consideration of the benefit to the general public to be realized by the performance of this Agreement, the parties agree as follows:

A. Responsibilities of KLTv. In consideration of the commitment of **County** to distribute franchise fees to **KLTv** as identified herein below, and for so long as **County** continues to distribute such fees to **KLTv**, **KLTv** agrees as follows:

1. PEG ACCESS. **KLTv** will operate, maintain and administer public, educational and governmental (**PEG**) access for the benefit of the citizens of **Cowlitz County**, and non-profit, governmental and educational organizations situated therein in conformity with the Bylaws of **KLTv** (Exhibit A, attached hereto and by this reference incorporated herein) and the **KLTv** Policy and Procedures (Exhibit B, attached hereto and by this reference incorporated herein).

2. PROMOTION. **KLTv** shall use its best efforts to promote and publicize the use of the access channel by non-profit organizations and the general public. **KLTv** shall not discriminate in favor of or against any organization, group or individual in promoting channel use. **KLTv** shall actively encourage and promote use of the access channel through a regularly updated website, and by providing workshops to train users in the use of the access facility and its equipment.

3. PRODUCTION FACILITIES. **KLTv** shall at all times maintain and make available for use by qualified and trained users a studio facility with regular posted hours of operation.

4. PROGRAM SCHEDULING. **KLTv** shall schedule all access programs on a non-discriminatory basis and otherwise in accordance with its Policy and Procedures document. **KLTv** shall endeavor to schedule programming consistently to maximize audience potential by developing a regular program format.

5. PROGRAM CONTENT. **KLTv** may regulate the content of prerecorded programming provided such programming is obscene or is otherwise unprotected by the Constitution of the United States.

6. DISSEMINATION OF PUBLIC INFORMATION. **KLTv** shall, at the request of **Cowlitz County**, disseminate information regarding County-sponsored events, public hearings, and safety information. **KLTv** will also cablecast public information at the request of the **County** including, but not limited to County-sponsored activities and public forums. **KLTv** agrees to train **County** employees, at no cost to the **County**, in the production of municipal programming, when sought by the **County** for public information or other purposes.

7. EDUCATIONAL AND GOVERNMENTAL ACCESS. **KLTv** shall assist interested educational and governmental entities in development of programming for local cable casting provided that **KLTv** shall have not have direct

responsibility for the creation or administration of educational and/or governmental access programming.

B. RESPONSIBILITIES OF COUNTY.

1. **FRANCHISE FEES.** For so long as **KLTV** continues to fulfill its responsibilities as identified in the preceding section and during the effective term of this Memorandum, the **County** will distribute to **KLTV** such monies as it shall receive as franchise fees from Comcast Cable in accordance with Resolution No _____ dated _____, 2011. The fees will be remitted no less often than quarterly on or before June 15 (for quarter ending March 31), September 15 (for quarter ending June 30), December 15 (for quarter ending September 30) and March 15 (for quarter ending December 31).

C. GENERAL CONDITIONS

1. **INDEPENDENT CONTRACTOR.** Nothing in this Memorandum of Understanding shall be construed so as to appoint or recognize **KLTV** as an agent or legal representative of the **County** for any purpose whatsoever. **KLTV** is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the **County** or to bind the **County** in any manner or thing whatsoever.

2. **SUBCONTRACTING AND ASSIGNMENTS.** **KLTV** shall not subcontract any portion of the required services without the **County's** prior written consent. **KLTV** likewise shall not assign all or any portion of this agreement without the **County's** prior written consent. Any purported assignment without this consent shall be void. Any consent granted by the **County** under this paragraph may be subject to such conditions as the **County** deems appropriate

3. **ENTIRE AGREEMENT.** This agreement, including the exhibits that are attached hereto and incorporated herein by reference represents all the covenants, promises, agreements and conditions, both oral and written, between the parties. However, the **County** reserves the right to waive any of these provisions of this agreement without affecting the applicability of other provisions not so specifically waived. Waiver of any conditions by the **County** shall be in writing in order to be effective.

4. **AMENDMENTS.** No provision of this agreement may be amended or modified except by a further written document signed by the **County** and **KLTV**.

5. **SUCCESSORS OR ASSIGNS.** This agreement, including all addenda, shall be binding on **KLTV**, its heirs, successors, and assigns.

6. EFFECTIVE DATE. This agreement shall take effect immediately upon signature by the **Board of County Commissioners** and shall continue until December 31, 2021. Any termination of this agreement by either party will not take effect prior to 180 days of written notice.

7. SEVERABILITY. Each section, subsection or other portion of this agreement shall be severable and the invalidity of any section, subsection, or other portion shall not invalidate the remainder.

8. NOTICE. Written notices shall be deemed to have been duly served if delivered in person to the individual or entity for whom it was intended, or if delivered at or sent by registered or certified United States mail to the last business address known to the party who gives the notice. All notices and requests shall be addressed as follows:

County: Board of Commissioners
207 4th Ave North, Room 302
Kelso, WA 98626

KLTV KLTV
Attn: Executive Director
1706 12th Ave
P.O. Box # 702
Longview, WA 98632

Comcast 9605 SW Nimbus Ave
Beaverton, OR 97008

9. COMPLIANCE WITH LAWS. Throughout the duration of this agreement, **KLTV** shall comply with all applicable federal, state, and local laws, rules, regulations, and orders.

10. DISPUTE RESOLUTION. If a dispute arises between the parties, it shall be determined in the following manner: **Cowlitz County** and **KLTV** shall each appoint a member to a Dispute Board. The parties shall jointly appoint a third member to the Dispute Board. In the event the parties are unable to agree on the third member, either party may petition the Presiding Judge of the **Cowlitz**

County Superior Court to make such appointment. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

**BOARD OF COUNTY COMMISSIONERS OF COWLITZ COUNTY
WASHINGTON**

George Raiter, Chairman

Michael A. Karnofski, Commissioner

James Misner, Commissioner

Vickie M. Musgrove, Clerk of the Board

Kelso-Longview Television :

Rick Winsman, President, KLTV Board of Directors

Barry Verrill, Executive Director, KLTV

Dated this day _____ and witnessed by:

_____ (signature)

_____ (print and dated)

RESOLUTION NO. 411

A RESOLUTION OF THE CITY OF KALAMA, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR LOCAL TELEVISION SERVICES WITH KELSO LONGVIEW TELEVISION, INC., TO PROVIDE LOCAL PUBLIC, EDUCATIONAL AND GOVERNMENTAL PROGRAMMING TO AND FROM THE KALAMA COMMUNITY.

WHEREAS, Kelso Longview Television, Inc. (KLTV), is a television station organized to develop and promote the concepts of public, educational and governmental access to existing and future telecommunications media; and

WHEREAS, as part of its franchise Agreement with Cowlitz Cablevision, Inc., now known as Adelphia, the City of Kalama receives public, education and governmental (PEG) funds; and

WHEREAS, the city council of the City of Kalama seeks to contract with KLTV to tape and broadcast local public, educational and governmental events.

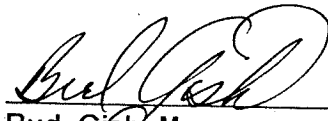
NOW, THEREFORE, the city council of the City of Kalama, Washington, do resolve as follows:

1. The mayor is hereby authorized to enter into the Agreement for Local Television Services, attached as Exhibit "A", with KLTV.

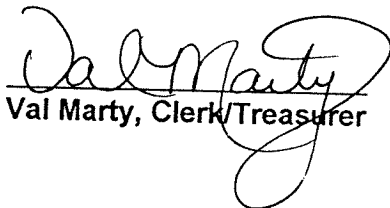
This resolution shall take effect immediately upon passage by the city council of the city of Kalama.

PASSED BY THE CITY COUNCIL OF THE CITY OF KALAMA and approved by the Mayor this 20th day of June, 2001.

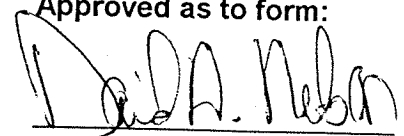
CITY OF KALAMA


Bud Gish, Mayor

Attest:


Val Marty, Clerk/Treasurer

Approved as to form:


Dave Nelson, City Attorney

AGREEMENT FOR LOCAL TELEVISION SERVICES

THIS AGREEMENT was made and entered into this 20th day of June, 2001, between THE CITY OF KALAMA, a municipal corporation (hereafter "City") and KELSO LONGVIEW TELEVISION, INC. (hereafter "KLTV").

WITNESSETH

WHEREAS, the City has currently a franchise agreement with Cowlitz Cablevision, Inc., now known as Adelphia, Inc. (hereinafter "Adelphia"), to provide cable television services to residents of the City; and

WHEREAS, said agreement authorizes the franchise authority to establish franchise requirements for facilities and equipment and permits the franchise authority to require channel capacities for public, educational and governmental use; and

WHEREAS, KLTV has been organized to develop and promote the concepts of public, educational and governmental access to existing and future telecommunications media, and to establish and operate one or more media access centers to educate and assist individuals and organizations, within the City's franchise area, in the use of tools and techniques for the production of local cable television programming; and

WHEREAS, KLTV seeks to establish, operate and maintain a public access operation of service to the citizens and nonprofit organizations of the City as well as the remaining portions of Cowlitz County; NOW, THEREFORE,

IN CONSIDERATION of the mutual undertakings and promises contained herein and the benefits to be realized by each party and in further consideration of the benefit to the general public to be realized by the performance of this Agreement,

THE PARTIES AGREE as follows:

1. During the term of this Agreement, KLTV shall operate, maintain and administer public access for the benefit of the City, nonprofit, governmental and educational organizations in conformity with the Bylaws of KLTV and its Operating Policies attached hereto and incorporated herein by this reference.
2. KLTV shall use its best efforts to promote and publicize the use of the access channel by nonprofit organizations and the general public. KLTV shall not discriminate in favor of or against any organization, group or individual in promoting channel use. KLTV shall actively encourage and promote use of the access channel through a regular, publicly distributed newsletter and by providing workshops to train users in the use of the access facility and its equipment.
3. KLTV shall at all times maintain and make available for use by qualified users, a studio facility with regular hours of operation.
4. KLTV shall schedule all access programs on a nondiscriminatory basis in accordance with the Operating Policies. KLTV shall endeavor to schedule programming consistently to maximize audience potential by developing a regular program format.
5. KLTV may regulate the content of prerecorded programming to the extent it is not protected by the United States Constitution.

6. KLTv shall, at the City's request, disseminate information regarding City sponsored events, public hearings and public safety information. KLTv will also cablecast public information at the request of the City, including, but not limited to, City sponsored activities and public forums. KLTv agrees to train City employees programming when sought by the City for public information or other purposes.

7. KLTv shall assist interested educational and governmental entities in their development of programming for local cable casting provided that KLTv shall not have direct responsibility for the creation or administration of educational and/or governmental access programming.

8. The City agrees to make available to KLTv, on a quarterly basis, a sum of money equal to one percent (1%) of the gross receipts of Adelphia, as reported to the City in addition to the two percent (2%) of gross receipts paid directly to KLTv by Adelphia. The foregoing is also in addition to periodic grant monies Adelphia will be paying to the City pursuant to the franchise agreement. The said grant monies are to be utilized for capital purposes. All of such monies shall be used exclusively to maintain and promote public access, government and educational television for the citizens of the City. KLTv shall endeavor to understand any legal limitations on the expenditure of public funds and agrees to refrain from using City funds for any function the City could not perform itself.

9. KLTv shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including, without limitations, claims for libel, slander, violation of constitutional rights

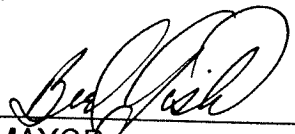
and including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

10. KLTV shall procure and maintain for the duration of this Agreement, insurance against claims as described in paragraph 9 above in amounts and with carriers satisfactory to the City, naming the City as an additional insured.

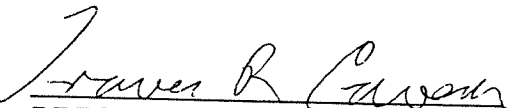
11. This Agreement shall be effective upon its execution and terminate on December 31, 2001. It shall automatically renew itself for additional one(1) year terms unless terminated by either party giving written notice of termination on or before November 1st of any year.

CITY OF KALAMA

KELSO LONGVIEW TELEVISION, INC.




MAYOR



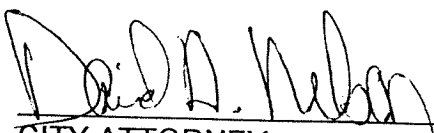
PRESIDENT

ATTEST:



CITY CLERK

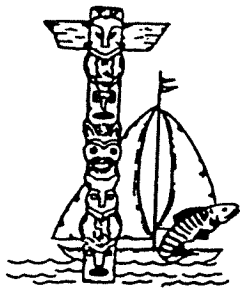
APPROVED AS TO FORM:



CITY ATTORNEY

City of Kalama

Incorporated 1890



Public Works

6300 Old Pacific Hwy. S.
P.O. Box 1007
Kalama, WA 98625
(360) 673-3706
FAX: (360) 673-3707

City Hall

320 N. First
P.O. Box 1007
Kalama, WA 98625
(360) 673-4561
FAX: (360) 673-4560
cityofkalama@kalama.com

Police

385 N. First
P.O. Box 297
Kalama, WA 98625
(360) 673-2165
FAX: (360) 673-2144



December 24, 2001

Mr. James Elliot
Adelphia, Inc.
750 11th Avenue
Longview, WA 98632

Dear Mr. Elliot:

The City of Kalama is requesting that any further Public Educational Governmental Grant funds due the City be paid to directly to Kelso Longview Television, Inc (KLTV), P.O. Box 702, 1706 12th Avenue, Longview, WA 98632.

Earlier this year the City of Kalama entered into an agreement with KLTV to provide public, education and governmental access to Kalama citizens within the Adelphia franchise area. Under this agreement, the City has agreed that the 2% of gross revenues paid as Public Education Grant money would be paid to KLTV directly by Adelphia. A copy of the agreement and Resolution #411 are enclosed for further information.

If you have any questions or need further information please contact me at (360) 673-3265 or by email at cityclerk@kalama.com.

Sincerely,

for
Val Marty
Clerk/Treasurer

cc: John Glasco, KLTV



Cascade Networks, Inc.
1111 11th Ave.
Longview, WA 98632
Phone: (360) 414-5990
Fax: (360) 824-7099

Lease Agreement

Account Information		Billing Information	
Company Name	KLTV - Kalama	Company	KLTV
Contact	Barry Verrill	Contact	Barry Verrill
Contract #	20180404-2	Address 1	1706 12th Ave
Phone -	360-636-3310 ext 11	Address 2	
Mobile -	360-560-8198	City	Longview
Fax -	360-636-1490	State	WA Zip 98632
		Phone -	360-636-3310 ext 11
		Mobile -	360-560-8198
		Fax -	360-636-1490
		E-mail -	barry@kltv.org
		Web -	www.kltv.org

Physical Address		Technical-Emergency Contact	
Name	KLTV - Kalama	Name	Barry Verrill
Address 1	320 N 1st St.	Address 1	1706 12th Ave
Address 2		Address 2	
City	Kalama	City	Longview
State	WA Zip 98625	State	WA Zip 98632
		Phone -	360-636-3310 ext 11
		Mobile -	360-560-8198
		Fax -	360-636-1490
		E-mail -	barry@kltv.org

Services					
Service	Strand(s)	Data Rate (Megabits)	Distance (Route Miles)	Contract Length (Months)	Notes
<input type="checkbox"/> Dark Fiber	0	0	0	0	
<input type="checkbox"/> Transport	0	0	0	0	
<input checked="" type="checkbox"/> Internet	1	25	0	0	25x25 Enterprise Pricing
Co-Lo Period	0 months	Start Date	04/04/2018	End Date	04/04/2018
IP Space		Auto Renew	Yes	Period	Month to Month

Specifications							
Start Point	1111 11th Ave, Longview, WA		ONU ID		VLAN	0	
End Point	320 N 1st St., Kalama, WA		ONU ID				
Equipment	SF302		S/N		MAC		
Net 1	N/A		Net 2	N/A		Net 3	N/A
P2P	N/A		Customer	N/A		Mask	N/A
GW	N/A		DNS1	65.183.192.253		DNS2	65.183.192.254

Charges							
Data Rate (Megabits)	Monthly Fee	Co-Location	Distance (Miles)	City Fees	Installation Fee	PUD Charges	Taxes
25.000	\$399.00	\$0.00	0	<input checked="" type="checkbox"/> \$23.94	\$0.00	\$0.00	\$0.00
IP Space		MRC		\$422.94			
\$0.00		ARC		\$0.00	NRC		\$0.00

Disclaimer
UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY COVER, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS OR LIABILITIES WITH RESPECT TO THIS AGREEMENT. COMPANY'S MAXIMUM CUMULATIVE LIABILITY TO THE CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED, IN THE AGGREGATE, TO THE FEES THAT HAVE BEEN PAID BY THE CUSTOMER TO COMPANY WITH RESPECT TO THE SERVICES ON WHICH THE CLAIM IS BASED DURING THE ONE (1) MONTH PRIOR TO THE TIME THE CLAIM IS MADE.

Signatures	
Authorized Customer Representative	Authorized Cascade Networks Representative
Signature:	Signature: Donna M. Vocana
Name: Barry Verrill	Name: Donna Vocana
Title: Executive Director	Title: CSR Supervisor
Date: 04-04-2018	Date: 04-04-2018

Digitally signed by Donna M. Vocana
DN: cn=Donna M. Vocana, o=ou,email=donnavocani.net, c=US
Date: 2018.04.04 15:28:47 -0700

SERVICE LEVEL AGREEMENT

Network Availability Guarantee

The Cascade Networks network is guaranteed to be available and capable of forwarding IP packets 99.999% of the time, averaged over a calendar month. Cascade Networks IP network includes the customer access port (the port on the Cascade Networks aggregation router upon which the customer's circuit terminates) and the Cascade Networks IP backbone network. The Cascade Networks IP backbone includes Cascade Networks owned and controlled routers and circuits, including any transit connections. Cascade Networks Network Availability Guarantee does not cover the customer's Local Area Network (LAN), local access circuit (e.g. local loop), scheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, and force majeure events. If the Network Availability Guarantee is not met in a calendar month, the customer is eligible to receive a credit up to 1/30th of the monthly service charge (MRC) for that month for each full hour of outage in excess of the 99.999% guaranteed under this SLA up to a maximum of one month's recurring charge.

Latency Guarantee

The Cascade Networks network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the Cascade Networks Internet backbone network over a calendar month of 10ms or less. The average network latency is measured as the average of 5 minute samples taken throughout the month. The Cascade Networks Latency Guarantee does not include the customer's Local Area Network (LAN), local access circuit (e.g. local loop), scheduled and unscheduled maintenance events, Customer Premise Equipment (router or CPE), customer caused outages or disruptions, interconnections to or from and within other Internet Service Provider (ISP) networks, and force majeure events. If the Latency Guarantee is not met in a calendar month, the customer is eligible to receive a credit of up to 1/30th of the monthly service charge (MRC) for that month for each full 1ms above the 10ms average maximum guaranteed under this SLA up to a maximum of one month's recurring charge.

Outage Response Guarantee

Cascade Networks guarantees a thirty (30) minute response to any reported network event that has or may cause a loss of connectivity. Support representatives are available twenty four hours a day, seven days a week, three hundred and sixty five days a year for telephonic or on site support. In the event of persistent outages due to a specific device or component of the Cascade Networks network Cascade Networks will replace the offending device/component at no charge to the end user. Persistent outages will be defined for this purpose as three (3) outages in a single thirty (30) day period.

Credit Requests

Cascade Networks will offer credits outlined above should these guarantees not be met, subject to verification by Cascade Networks. Requests for credits must be in writing and received by Cascade Networks no later than seven days from the disruption in service as outlined in the guarantees above. Customers requesting credits must have opened a trouble ticket with the Cascade Networks Network Support Team at the time of the incident. Please allow one week for credit requests to be adequately researched by Cascade Networks prior to posting to a customer's account. Total credits under this SLA are limited to the monthly service charge for the month in which the service does not meet the commitment. Concurrent events will not provide consecutive credits. Requests for credits may be mailed to Cascade Networks, Inc., P.O. Box 887, Longview, WA 98632 or faxed to 1(360) 824-7099.

**CONTRACT AGREEMENT
FOR
PLANNING ASSISTANCE, CITY OF RAINIER OR**

THIS AGREEMENT dated for reference purposes July 01, 2022, is entered into by and between the Cowlitz-Wahkiakum Council of Governments, a municipal corporation (hereinafter referred to as the “CWCOG”), and City of Rainier, Oregon (hereinafter referred to as the “Agency”), collectively the “Parties” and individually the “Party.”

RECITALS

WHEREAS, the CWCOG is a regional planning agency organized under RCW 36.64.080 to serve general and special purpose governments in Cowlitz and Wahkiakum region; and

WHEREAS, the Agency has expressed the necessity for professional planning services as specified in the Agreement’s Exhibit A – Scope of Work; and

WHEREAS, the CWCOG is qualified to provide professional planning services supported by experienced and skilled staff; and

WHEREAS, [ADDITIONAL PROJECT DETAILS, IF DEEMED NECESSARY].

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The CWCOG agrees to perform and complete the work as described in Exhibit A – Scope of Work (hereinafter referred to as the “Work”), attached hereto and by this reference made a part of this Agreement.
- 1.2 The Agency agrees to reimburse the CWCOG for the Work as provided in Section 3 of this Agreement and as defined in Exhibit B – Compensation Rates, attached hereto and by this reference made a part of this Agreement.

2. CWCOG & AGENCY RESPONSIBILITIES

2.1 CWCOG RESPONSIBILITIES

- 2.1.1 The CWCOG shall make available to the Agency professional planning staff qualified to fulfill the Scope of Work outlined in Exhibit A – Scope of Work.

2.2 AGENCY RESPONSIBILITIES

- 2.2.1 The Agency shall provide CWCOG staff with applicable guidance, ordinances, background information, and related documentation in its possession deemed necessary to accomplish the work outlined in this agreement.

3. PAYMENT

- 3.1 The Agency, in consideration of the faithful performance of the services to be provided by the CWCOG as described in Exhibit A – Scope of Work, agrees to reimburse the CWCOG for actual direct and related indirect costs of the Work to a maximum, not-to-exceed amount of Twelve Thousand dollars (\$12,000.00), as established in this Agreement.
- 3.2 The compensation rate for services to be provided by the CWCOG is marked Exhibit B – Compensation Rates and is attached hereto and by this reference made a part of this Agreement.

- 3.3 Upon request of the CWCOC and upon the CWCOC's submission to the Agency of invoices and supporting materials as deemed appropriate by the Agency, payment shall be made by the Agency to the CWCOC for expenses reasonably and necessarily incurred in performing the Work. The CWCOC shall request reimbursement from the Agency not more than one time per calendar month.
- 3.4 The CWCOC's request for reimbursement to the Agency shall detail the Work accomplished during the current billing period, as well as a summary of the total costs billed to date. The invoice shall summarize all CWCOC staff time and expenses.
- 3.5 To ensure payment, the CWCOC shall email (preferred) or mail via United States Postal Service invoices and supporting materials to the appropriate contact in Section 6 of this Agreement.
- 3.6 The Agency shall make payment in full to the CWCOC within thirty (30) calendar days after its receipt of an appropriate invoice and approved supporting materials from the CWCOC.
- 3.7 If there is a change in the Scope of Work to be performed by the CWCOC that results in an increase in costs in excess of the maximum amount allowed under section 3.1 herein, the Parties shall enter into an amendment to this Agreement to document the change in scope and to increase the maximum amount reimbursable under this Agreement.
- 3.8 The CWCOC agrees to submit a final invoice to the Agency within sixty (60) calendar days after the CWCOC has completed the Work. At the time of final billing, all necessary adjustments will be made and reflected in the final payment. In the event that such final review or audit reveals overpayment to the CWCOC or under billings to the Agency, the CWCOC agrees to refund any overpayment to the Agency within thirty (30) calendar days after receipt of an invoice from the Agency and the Agency agrees to reimburse the under billed amount to the CWCOC within thirty (30) calendar days after the Agency's receipt of an invoice.

4. AMENDMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements, representations not contained in this Agreement shall not be binding on either Party. Either Party may request changes to the provisions of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

5. TERM / TERMINATION

- 5.1 The term of this Agreement shall begin July 01, 2022, and terminate June 30, 2023, or earlier if agreed to in writing by the Parties, except as set forth below in this section. The term of this Agreement may be modified and continued by amendment for work beyond this date at the discretion of the Parties.
- 5.2 Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, including, but not limited to, if either Party fails to make reasonable progress on the Work or other violation of this Agreement that endangers substantial performance of the Work. The Parties shall serve written notice of a Party's intent to terminate this Agreement setting forth in detail the reasons for such termination. The Party receiving such notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of such notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.

- 5.3 Either Party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice to the other Party. The Agency shall pay in full for all services provided up to the date of termination of this Agreement.

6. PARTY CONTACTS

All contact between the Parties, including, but not limited to, Agreement administration, will be between the representatives of each Party or their designee as follows:

CWCOG	AGENCY
William A. (Bill) Fashing, Executive Director Email: bfashing@cwco.org Financial/Contract Amendments Designee: Anisa Kisamore, CAO Email: akisamore@cwco.org	Jerry Cole, Mayor Email: mayor@cityofrainier.com Electronic Invoice Designee: Sarah Blodgett, Office Manager Email: sblodgett@cityofrainier.com
Cowlitz-Wahkiakum Council of Govts Administration Annex / 207 4 th Avenue N Kelso, WA 98626	City of Rainier PO Box 100 Rainier, OR 97048
Telephone: (360) 577-3041 Facsimile: (360) 214-3425	Telephone: (503) 556-7301 Facsimile: (503) 556-3200

7. NOTIFICATION

Any notice required pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the individual(s) identified in Section 6 herein unless otherwise indicated in writing by the Parties to the Agreement.

8. INDEMNIFICATION

- 8.1 Each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, employees, and agents, while acting within the scope of their employment as such, from any and all costs (including reasonable attorneys' fees and costs), claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions with respect to the provisions of this Agreement. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligent acts or omission. Each Party waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the other Party and its agencies, officials, agents, or employees.
- 8.2 The indemnification obligation described in this section shall survive the termination of this Agreement.

9. DISPUTES

The designated representatives herein under Section 6 of this Agreement shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve a

dispute, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs and one-half of the cost of the third-party mediator.

10. VENUE

This Agreement shall be deemed to be made in the County of Cowlitz, State of Washington, and the legal rights and obligations of the Parties shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the superior court situated in the County of Cowlitz, State of Washington.

11. ATTORNEY FEES & COSTS

In the event a suit, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, and shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

12. SEVERABILITY

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder shall not be affected.

13. ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either Party without first obtaining the written consent of the other Party.

14. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, sex, sexual orientation, or handicapped condition, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

15. RECORD RETENTION & AUDIT

During the progress of the Work and for a period of not less than six (6) years from the date of final payment to the CWCOG, the records and accounts pertaining to the services under this Agreement and accounting thereof shall be kept available for inspection and audit by the Parties, City, State, and/or Federal Government, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. The Parties shall have full access to and right to examine and copy said records during normal business hours and as often as it deems necessary. The Parties agree that the services performed herein are subject to audit by either or both Parties.

16. COPYRIGHTS

Copyright of all material created by the CWCOG and paid for with funds as a part of this Agreement shall be deemed the property of the Agency authored by the CWCOG. Either Party may use the material and permit others to use such for any purpose consistent with the Party's respective mission. This material includes, but is not limited to, documents, reports, books, videos, pamphlets, sound reproductions, photographs, studies, surveys, tapes, and training material. Materials used to perform the services and create the deliverables of this Agreement

that are not created for or paid for through this Agreement shall be owned by such party as determined by law. The legal owner thereof hereby grants a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use and to permit others to use for any purpose consistent with the respective mission of said material.

17. AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

18. COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

IN WITNESS HEREOF, the Parties have subscribed their names hereto effective as of the year and date first written above.

**COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS**

CITY OF RAINIER, OR

By: William A. Fashing
Its: Executive Director

By: Jerry Cole
Its: Mayor

Date: _____

Date: _____

ATTEST

ATTEST

By: Anisa Kisamore
Its: Chief Administrative Officer

By: W. Scott Jorgensen
Its: City Administrator

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Its: Agency Attorney

Date: _____

**SCOPE OF WORK
FOR
PLANNING ASSISTANCE, CITY OF RAINIER OR**

1. PLANNING ASSISTANCE

1.1 WORK TASKS

- 1.1.1 Attend meetings of the planning commission, city council, and other boards or commissions as requested or as necessary to transmit or develop work.
- 1.1.2 Attend pre-application conferences and offer feedback on land-use proposals to prospective applicants. As appropriate to the type of permit, advise the building official on land-use aspects of development projects or consider other committee members' input when approving, denying, and/or placing conditions on short subdivisions and boundary line adjustments.
- 1.1.3 As appropriate, prepare staff reports with findings and recommendations for the hearing examiner, planning commission, or for city council's consideration on conditional use permits, variances, special use permits, similar use authorizations, amendments to the zoning text or map, amendments to the comprehensive plan map or text, subdivisions (preliminary/final plats), condominiums, binding site plans, annexations, critical areas permit, and appeals. Conduct follow-up work to carry out hearing examiner and council's decisions.
- 1.1.4 Present staff reports at applicable public hearings and assist hearing examiner and city council in answering the general public or applicants' concerns.
- 1.1.5 Assist with city ordinance and land-use administration procedures, identify roles and responsibilities, and develop amendments as necessary maintaining compliance with state and federal laws and other ordinances.
- 1.1.6 Assist Agency staff with the review of environmental documents and threshold determinations for proposals.
- 1.1.7 Aid the Agency staff and the public in response to questions concerning land use and development. Prepare staff reports and recommendations for the planning commission when official code clarifications are necessary.
- 1.1.8 Provide general assistance for such activities as grant applications and administration, researching specific issues, attending meetings (including Agency staff meetings) and hearings on behalf of the Agency as requested.
- 1.1.9 Assist the Agency in annexation requests, coordination, and preparation for approval by the Agency, county, and state agencies.
- 1.1.10 Provide consultations with Agency staff, the public, and applicants as needed for planning assistance matters.

1.2 COORDINATION OF WORK

The project lead will consult with the appropriate local, state, and federal agencies, and private interests affected by land use proposals.

1.3. DELIVERABLE(S)

Legally defensible, written staff reports, and oral presentations on applications and proposals on a project-by-project basis.

**COMPENSATION RATES
FOR
PLANNING ASSISTANCE, CITY OF RAINIER OR**

The following rates are applicable to the 2022 calendar year
with the range reflective of projected rates for the 2023 calendar year.

PLANNING SERVICES

<i>Position</i>	<i>Rate</i>
Community Development Planner	\$65.25-87.72

SERVICE COORDINATION RATES:

<i>Position</i>	<i>Rate Range</i>
Management	\$62.28-126.26
Planner/GIS	\$65.25-87.72
Planning Support	\$48.81-50.84

**BEFORE THE CITY COUNCIL OF
City of Rainier, Oregon**

**A RESOLUTION ADOPTING)
A SUPPLEMENTAL BUDGET)
FOR FISCAL YEAR 2021-22)**

Resolution #22-06-03

WHEREAS, ORS 294.471(1)(a) allows the governing body of a municipal corporation to make one or more supplemental budgets if an occurrence or condition that is not ascertained when preparing the original budget or a previous supplemental budget for the current year or current budget period requires a change in financial planning; and

WHEREAS, if amended estimated expenditures differ by more than 10 percent from the expenditures in the budget as most recently amended prior to the supplemental budget, ORS 294.473(1)(c) states that, after a public hearing, additional expenditures contained in the supplemental budget may not be made unless the governing body of the municipal corporation enacts appropriation ordinances or resolutions authorizing the expenditures; and

WHEREAS, the City of Rainier, Oregon wishes to adjust its budget to recognize 1) a reclassification of appropriations that were incorrect in the original budget adoption resolution; 2) an increase to professional and legal services of \$16,000 for abatement of a burned property; and 3) \$11,000 in Library grant awards and expenditures.

NOW, THEREFORE, BE IT RESOLVED, after completion of a public hearing, by and through the City Council meeting in regular session, the City Council hereby adopts the following supplemental budget, revises appropriations, and adjusts the fiscal year 2021-22 adopted budget as follows:

Fund/Org. Unit/Object Classification	Adopted Budget	Change	Amended Budget
GENERAL FUND			
Resources:			
Library - Summer Reading Program Grant	\$ -	\$ 2,000	\$ 2,000
Library - ARPA Funds	\$ -	\$ 9,000	\$ 9,000
Total Resources		\$ 11,000	
Requirements:			
General Government	\$ 388,638	\$ (286,773)	\$ 101,865 *
Library	\$ 68,800	\$ 11,000	\$ 79,800 *
Attorney	\$ 7,500	\$ 2,000	\$ 9,500 *
Not allocated:			
Transfers Out	\$ -	\$ 248,803	\$ 248,803 *
Contingency	\$ -	\$ 35,970	\$ 35,970 *
Total Requirements		\$ 11,000	
Net Budget Adjustment		\$ -	
* Appropriation Level			

PASSED AND ADOPTED by the City Council of the City of Rainier, Oregon this 27th day of June, 2022.

ATTEST:

Jerry Cole
Mayor for the City of Rainier

W. Scott Jorgensen
City Administrator

Scott Jorgensen

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

Good Afternoon,

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

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

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

Security Cameras

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

Questions? Do you want more information?

CUSTOMER NAME CITY OF RAINIER DOCK
ADDRESS CITY BOAT RAMP (SUE)
PHONE # _____

DATE Jun 30th 22

REPRESENTATIVE _____

Addendum / Quote Sheet



TIGER ROOFING NW
AND EXTERIORS

Tiger Roofing NW
2700 NE Andresen Rd STE D23, Vancouver, WA 98661

www.tigerroofingnw.com
WA LIC # MOUNTMR814LR OR 227660

CITY BOAT RAMP DOCK (20' x 7') = 1ST Dock set.

1. TAKE APART + REPLACE ROTTEN STRUCTURE, ALL MATERIALS TO BE PRESSURE TREATED STRUCTURE, NOT LIMITED TO ALL WOOD STRUCTURE. EXTERIOR FACIA TO BE CEDAR TO MATCH EXISTING DOCK.

NOTE: DOCK IS ROTTEN
REQUIRES A complete
Rebuild.

2. Add D - DOCK BUMPER MOLDING ON BOTH SIDES - 40FT TOTAL

3. Add New Rubber transitions.

4. Add New Decking 20' x 7'

5. Finish + TRIMOUT. + Assemble complete dock set #1.

TREX (Island mist) 1.5" x 6"

PRICE	\$ 17,190.00	50% DOWN	\$ 8595.00	TOTAL COST: \$ 17,190.00
TAX	\$ 0	Balance to be paid cash on completion	\$ 8595.00	
TOTAL DUE	\$ 17,190	BALANCE TO BE FINANCED - OAC	\$	

It is agreed and understood that this Agreement constitutes the entire understanding between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. I acknowledge that I have read the front and reverse of this Agreement and have received a completed, signed, and dated copy of this Agreement, including the two accompanying Notice of Cancellation forms, on the date first written above. I also acknowledge that I was orally informed of my right to cancel this transaction.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form provided to you herewith for an explanation of this right.

ACCEPTED BY: _____

X _____
CUSTOMERS SIGNATURE

DATE ____/____/____

X _____

DATE ____/____/____

EMPLOYMENT AGREEMENT

BY AND BETWEEN

CITY OF RAINIER
PUBLIC WORKS/CLERICAL

AND

CHAUFFEURS, TEAMSTERS & HELPERS,
LOCAL 58

Upon Execution to June 30, 2025

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ARTICLE 1 – RECOGNITION

Section 1. The City recognizes the Union as the sole and exclusive bargaining representative for employees employed by the City in the classifications listed in Schedule A, attached hereto.

Specifically excluded from this bargaining unit are all employees who are represented under another bargaining unit; all supervisory and confidential employees as defined by ORS 243.650 (6) and (23); part-time employees working less than fifty (50) hours per month; temporary employees (limited duration with no expectation of continued employee not to exceed 180 days unless extended by mutual agreement), and casual employees.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. Except as limited by an express provision of this Agreement, the Employer shall retain the right to exercise the customary functions of management, including, but not limited to, directing the activities of the City, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, layoff, transfer, reorganize, promote, demote, discipline, discharge, and to determine and assign work schedules, assign work, determine and assign needed training in conformity with this Agreement.

Section 2. The Employer and the Union hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the Employer, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's right to determine the methods, processes, and means of providing services; to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods of equipment, and the assignment of employees to specific jobs within the bargaining unit.

Section 3. The Employer may establish, revise, and implement standards for performance, discipline, quality of work, qualifications, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the Employer must retain broad authority to fulfill its responsibilities and may do so by work rules existing or future.

ARTICLE 3 – UNION SECURITY AND UNION RIGHTS

Section 1. Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement.

Section 2. The City agrees to deduct from the paycheck of each employee who has so authorized the regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Authorization by the employee shall be on forms provided by the Union.

Section 3. The Union agrees to hold the City harmless against any legal action brought against the City in reference to the fair share representative fee deduction.

Section 4. The City agrees to deduct from the paycheck of all employees who covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the City of the amounts designated by each contributing employee that are to be deducted from their paycheck. The City shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, and the amount of the deduction shall be noted on the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the City annually for the City's actual cost for the expenses incurred in administering the payroll deduction plan.

ARTICLE 4 – BULLETIN BOARD

Section 1. The City agrees to furnish and maintain bulletin board space in a convenient place in the work area. Such space may be used by the Union. The Union will limit use of the board to factual matters and notices shall be signed and dated by an authorized official of the Union.

ARTICLE 5 – UNION VISITATION

Section 1. Authorized agents of the Union shall have reasonable access to the work areas in the building of the employees covered by this Agreement during working hours but will not unreasonably interfere with the employee's work. Prior to gaining such access, the Union Business Agent shall first contact the appropriate non-union supervisor.

ARTICLE 6 – NON-DISCRIMINATION

Section 1. Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, religion, creed, color, age, disability, national origin, sex, sexual orientation or Disabled Veteran status.

ARTICLE 7 – PROGRESSIVE DISCIPLINE

Section 1. The Employer agrees to act in good faith in the discipline of any employee. Depending on the severity of the violation involved and the employee's past record, disciplinary action may include but not be limited to; written reprimand, suspension without pay, loss of pay or privileges, demotion, or discharge. Prior disciplinary action will normally be expected before the Employer acts to suspend or discharge the employee. This shall be considered "progressive discipline." However, no prior disciplinary action shall be deemed necessary in cases of discharge or suspension in convictions of the Oregon Criminal Code, theft, gross insubordination, willful dishonesty, using or being under the influence of alcohol or controlled substance during working hours; gross negligence, violence or other misdeeds similar as to the seriousness of their impact on the employer-employee relationship.

Notice of counseling or verbal reprimands, even if reduced to writing, are not considered formal discipline; such will not be placed in the employee's personal file and may be noted in the next yearly evaluation. Verbal reprimands will be considered stale after one year or after yearly evaluation, the longer of either, subject that no further similarly related conduct has occurred.

Section 2. Whenever an employee is being interviewed by the City for a purpose which may lead to disciplinary action, the employee shall have the right, if such employee so requests at that time, to have a representative of the Union present during the meeting on the pending matter. The Union representative shall be present only as an observer and advisor and shall not act in obstruction. When a decision is made on the matter, the City Administrator shall notify the employee of such decision as soon as reasonably possible.

Section 3. The City will provide 72 hours' notice to any employee who is the subject of a disciplinary investigation interview. The City will conduct an investigation within a reasonable time, generally within 30 days of notice of alleged misconduct. Should more time be necessary, the City will provide notice and explanation.

Section 4. Prior to imposition of a suspension or termination, the employee will be

provided a reasonable opportunity for a rebuttal meeting or similar proceeding. The Union or employee will have the opportunity to present evidence on the employee's behalf, including mitigating factors.

Section 5. If the City decides to issue discipline, it will do so within a reasonable amount time (in most cases sixty days) after notice of the investigation and in a manner that will not unduly embarrass the employee in front of other employees or the public. Should more time be necessary, the City will provide notice and explanation. The City shall provide the Union with written notice of any written reprimand, suspension, or discharge.

Section 6. A counseling or verbal reprimand reduced to writing will not remain in effect for a period of more than twelve (12) months from the date of said notice. Counseling and verbal reprimands are not subject to the grievance procedure provided in Article 8 of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. In the event of any dispute arising as to the interpretation or application of this Agreement, the matter shall be handled in the following manner:

Step 1. The employee and/or shop steward shall first informally take up the complaint with his or her supervisor within ten (10) days from the date of the occurrence of the event which originally precipitated the grievance or within ten (10) days of the time the employee should reasonably have become aware of such event.

Step 2. If the matter is not satisfactorily resolved at Step 1, the employee and/or the Union may reduce the grievance to writing and present it to the City Administrator or designated representative within twenty (20) working days of the occurrence of the event which originally precipitated the grievance. The written grievance shall include the following:

- a) A concise statement of the grievance and the facts upon which it is based.
- b) The specific Article(s) of the Agreement alleged to have been violated or misinterpreted.
- c) The specific remedial action sought.

The Union and City Administrator will meet within fifteen (15) working days of receipt of the Step 2 grievance to discuss the merits of the grievance. The City Administrator will have ten (10) working days thereafter to provide a written response.

Step 3. If the matter is not resolved at Step 2, the Union may, within seven (7) days of the receipt of the City Administrator's written response, provide written notice to the City of its desire to refer the matter to mediation. The Union will request a mediator from the Oregon Employment Relations Board inclusive of notice to the City. The parties will share equally the cost of the ERB mediator. The mediation period will not exceed ninety (90) days from date of filing for mediation unless otherwise agreed. Termination cases are not subject to mediation unless mutually agreed.

Step 4. If the matter is not resolved at Step 3, the Union may, within 14 working days from expiration of the mediation period above, provide written notice to the City of its desire to refer the matter to arbitration and will request an arbitrator list of seven (7) names from the Oregon Employment Relations Board (with copy to the City). The parties shall alternately strike names until one remains, starting with the moving party.

The Arbitrator shall convene a hearing on the matter(s) at issue and render a decision as soon as is practicable.

The Arbitrator, shall rule only on the issue(s) presented and shall confine its decision to interpretation and application of the language of this Agreement. The Arbitrator shall have no right to add to, delete from, modify or nullify any provision of this Agreement.

The decision of the Arbitrator shall be based solely on evidence and testimony provided at the hearing and shall be final and binding on the parties.

Section 2. The City and the Union shall pay the costs incurred in presenting their own cases under this Article. Expenses and/or fees of the Arbitrator shall be paid by the losing party.

Section 3. Any time limits specified in this Article may be waived or extended by mutual agreement between the City and the Union. Failure to submit a grievance in accordance with the specified time limits without such written agreement shall constitute waiver and abandonment of the grievance. In the event the parties dispute timeline issues for matters submitted to arbitration, the Arbitrator will be limited to hear the timeliness arguments first, including any closing summation by the parties. The Arbitrator will then rule from the bench on the timeliness issue.

Section 4. A grievance may be terminated at any time upon receipt of a signed statement to that effect from the Union.

ARTICLE 9 – SENIORITY

Section 1. Upon satisfactory completion of a probationary period, an employee's seniority for layoff shall be calculated on the basis of consecutive service in a job classification. Seniority for other matters is years of service since last date of hire.

Section 2. Seniority shall prevail in the preference of scheduling of vacations, compensatory time and holiday time off, provided such preference does not cause miss-staffing or undue disruption to normal operations. In the interest of public safety, shift assignments will be made by the City based upon manpower needs, experience qualifications and ability.

Section 3. In the event a layoff appears imminent, the City will contact the Union to immediately begin discussions regarding the possibility of reducing the hours of work for all members of the bargaining unit as a means to reduce and/or prevent the necessity of layoffs. Either party may at any time terminate these discussions.

In the event of a layoff, all extra part-time and temporary employees in a given classification shall be laid off prior to the layoff of any regular full-time or regular part-time employees in that classification.

In determining the order of layoff and recall of employees, the City shall consider qualifications, capability, skills and past performance of the employees involved. If the

City determines that the qualifications, capability, skills, and past job performance of the employees are equal, seniority shall prevail.

Section 4. A reasonable effort shall be made to give overtime opportunities to bargaining unit members in order of seniority prior to being filled by temporary or seasonal workers.

Section 5. Part-time employees (less than forty {40} hours per week) shall be given the opportunity for extra work prior to hiring of temporary employees, if the part-time employee is qualified and capable to perform the available work.

ARTICLE 10 – PROBATIONARY PERIOD

Section 1. During an original appointment probationary period, a probationary employee serves at the pleasure of the City and may be terminated at any time without recourse to the grievance procedure of this Agreement.

Section 2. The initial probation period for new hire employees shall be for a period of six (6) months. (180 calendar days from date of hire) The City may extend a probationary period an additional 6 months at their discretion upon mutual agreement with the Union.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

Section 1. The full-time workweek, to the extent consistent with the operating requirements of the department, shall be five (5) consecutive eight (8) hour workdays with two (2) consecutive days off or four (4) consecutive ten (10) hour workdays with three consecutive days off. The City will provide two weeks of notice prior to changing an employee's work schedule from five days to four days or vice versa unless the employee and City mutually agree to waive the notice requirement. Any additional modifications to the existing workweek schedule shall be by mutual agreement between the City and the Union. When the City implements more than one schedule for employees in a specific classification, choice of schedule will be by seniority for the employees within the classification.

Section 2. Employees required to work in excess of forty (40) hours in a workweek, or eight (8) hours in a workday on a 5/8 shift or ten (10) hours in a workday on a 4/10 shift, shall be compensated for such time at the rate of time and one-half (1 ½) the employee's

regular hourly rate of pay. Paid leaves, except for sick leave up to the first forty (40) hours per calendar year and holidays provided in Article 12, do not count as hours worked for the purposes of overtime calculations.

Section 3. At the employee's option, the employee may be paid in compensatory time off or pay for overtime worked. An employee may accumulate up to a maximum of one hundred and sixty (160) hours of compensatory time. Scheduling of compensatory time off must be by mutual agreement between the employee and their supervisor. Employees may accumulate additional compensatory time over the one hundred and sixty (160) hour cap only by mutual Agreement between the City and the employee.

Section 4. In no event shall overtime be paid twice for the same hour(s) of work.

Section 5. Callback time shall be approved by the supervisor. Employees called out to a work site location or City facility during off duty hours or while on-call shall be compensated for a minimum of two hours pay at the overtime rate of pay and for actual hours worked for any hours over the two hours minimum, rounded up to the nearest one-quarter (1/4) hour. Call out begins from the time of departure from the notice of callback. Commute time after completion of the work is not compensated. This provision does not apply to hold over time on a shift or early reporting time contiguous with the end or start of a regular shift.

Employees approved to respond to calls to work off duty that do not require employees to report to a work site location or City facility will be compensated for a minimum of fifteen (15) minutes or actual hours worked, whichever is longer. (for example: phone calls, remote work from computer). Employees will log their time and activity when engaged in call back work. A phone/text communication of less than 5 minutes is considered insubstantial and de minimus and not compensable, unless multiple successive calls and extended duration are logged.

Section 6. On Call Duty Pay. When the City requires an employee to carry a communication device in order to respond to calls concerning City business, the City shall pay the employee a flat rate of pay of \$300 for a period of seven (7) consecutive calendar days of on-call duty. During that period the employee shall respond by telephone within fifteen (15) minutes of the call or page. If the call requires the employee to respond on site, the employee shall be on site (the public works yard or location of the incident) within thirty (30) minutes of the call. An employee who is required to return to work to a work site location in response to a call shall be paid call back time as set forth in Section 5. When an employee is assigned to on-call duty, an appropriate communications device shall be provided. An employee assigned to on-call may agree with another employee to

exchange days of the 7-day assignment with prior written notice and approval by the supervisor. Exchanges must be in full day increments. An employee who accepts to exchange a day of on-call assignment agrees to all the responsibilities of being on-call and will receive a prorated share of \$40 daily. Weekly on-call assignments begin on Tuesdays.

If an employee assigned to on-call duty becomes ill, the employee will contact a supervisor to arrange reassignment of on-call duties. Reassignment of on-call duty will result in prorated payment. An employee must not be under the influence of alcohol, narcotics or other drugs while on on-call duty. On-call assignment is not compensable hours worked.

Section 7. All employees regularly scheduled to work five (5) hours or more will receive, at the Employer's option, an unpaid meal period of either thirty (30) minutes or one (1) hour which the Employer will attempt to schedule as close as possible to the middle of the shift. An employee who is required to work through the meal period may request that the meal period be rescheduled, and an employee who is unable to take a meal, period due to the Employer's request will receive overtime pay for the designated meal period, provided the employee completes his/her full scheduled shift. The Employer and the affected employee may mutually agree to forego the above-mentioned meal period.

Section 8. Employees will receive one (1) fifteen (15) minute paid break for each four (4) hours of work. If breaks are scheduled in advance and business needs preclude an employee from taking a scheduled break, the Employer will attempt to reschedule the breaks during the same workday. Breaks will be considered on-duty time, provided employees are available and can be contacted when needed.

ARTICLE 12 – HOLIDAYS

Section 1. All regular employees shall be entitled to the official holidays listed below, with pay. Full-time employees shall receive regular compensation; part-time employees shall be compensated in proportion to their budgeted FTE.

New Year's Day, January 1
Martin Luther King's Birthday, Third Monday in January
President's Day, Third Monday in February
Memorial Day, Last Monday in May
Independence Day, July 4

Labor Day, First Monday in September
Veterans Day, November 11
Thanksgiving Day, Fourth Thursday in November
Christmas Day, December 25

Holidays are paid at 8 hours if on an 8-hour shift, or 10 hours if on a 10-hour shift.

In addition to the above, regular employees receive four (4) floating holidays per year, with pay. The holidays are credited on July 1 of each year and must be utilized by June 30 of the next year. The floating holidays may not be carried over to the following year or credited to another type of leave. New employees will be prorated based on hire date. Floating holidays have no cash value upon termination of employment.

Section 2. Employees who are scheduled for a regular Monday through Friday workweek shall observe the legal holiday as follows:

- A. Whenever a legal holiday falls upon a Saturday, the preceding Friday shall be observed as the paid holiday.
- B. Whenever a legal holiday falls upon a Sunday, the following Monday shall be observed as the paid holiday.
- C. Whenever a legal holiday falls upon a normal day off for employees working a four (4) consecutive ten (10) workday schedule, the preceding or following workday (upon approval by supervisor) shall be observed as the paid holiday.

Section 3. An employee who works on a recognized holiday shall receive his/her normal straight time holiday pay plus time and one-half (1 1/2) pay for all hours worked. The qualifying period for such purposes is from 8:00 a.m. on the holiday until 8:00 a.m. the following day.

Section 4. Holidays which occur during vacation or sick leave shall not be charged against such leave.

ARTICLE 13 – VACATIONS

Section 1. Regular full-time employees shall earn vacation according to the following schedule:

Completed Year of Service	Per month
0 months to 48 months	6.67 hours
49 months to 108 months	10.00 hours
109 months to 168 months	13.34 hours
169 months to 228 months	15.00 hours
229 months to 288 months	16.67 hours
289 months or more	20.00 hours

Regular part-time employees shall earn vacation pro-rated based on budgeted FTE. New employees shall not be eligible for vacation time off or compensation upon separation until they have completed six (6) months of employment.

Section 2. Vacation leave shall accrue on a monthly basis.

Section 3. Probationary employees shall not be eligible for vacation leave, although vacation leave shall accrue from the beginning of employment. It cannot be used in advance of accrual.

Section 4. Vacation leave can accrue from year to year with a maximum accrued time of two hundred and forty (240) hours. However, at least forty (40) consecutive hours of vacation must be taken annually.

Section 5. Employees shall not accrue more than two hundred and forty (240) hours of vacation time during the year. If an employee has reached the vacation accrual cap of two hundred and forty (240) hours, an additional accrual above the cap shall be forfeited and unavailable to the employee.

During any twelve (12) month continuous period an employee that has reached the vacation accrual cap may use a one-time thirty (30) day grace period and continue to accrue above the established cap. By the end of thirty (30) days the employee must use all accrued vacation hours above the cap.

The City Administrator may waive the cap during emergencies or unusual situations.

Section 6. Employees shall sign up for their priority vacations requests during November of the preceding year for vacation time off in the next calendar year. Duplicate requests shall be resolved by seniority. Seniority may be used only during the November bidding period. Other requests shall be on a first-come, first-served basis. Vacations shall be scheduled with approval of the department head, consistent with operational needs of the department.

Section 7. Vacation leave shall not be used in blocks of more than ten (10) working days without advance approval of the department head.

Section 8. Earned vacation time may be used for sick leave, if necessary.

Section 9. Upon separation from the City employment, unused but accrued vacation may, at the employee's option, be paid in a lump sum to the employee or his estate in the event of his death.

Section 10. Forfeiture of accrued leave, as a disciplinary action shall not be authorized. No employee shall lose accrued annual leave when promoted, demoted or transferred.

ARTICLE 14 – SICK LEAVE

Section 1. Sick leave is an income replacement insurance-type benefit. It safeguards a wage income and guarantees City-paid fringe benefit premiums during the time an employee is off work due to a non-occupational injury or disease. Abuse of sick leave is cause for disciplinary action, up to and including dismissal.

Section 2. All regular full-time employees shall earn sick leave with full pay at the rate of eight (8) hours leave for each calendar month of service. Regular part-time employees shall earn sick leave on a pro-rated basis. Sick leave shall accrue from the date of employment, but it shall not be granted until the successful completion of the first (1st) month of the probationary period. It cannot be used in advance of accrual. Sick leave may be accumulated up to one thousand forty (1040) hours but may not be exchanged for cash or other leave.

Section 3. The use of sick leave is available for the employee or family member including; spouse, child, parent, brother, sister, stepchild, stepparent, grandchild, grandparent, or as provided by the Oregon Sick Leave law. Employees should attempt to minimize the use of sick leave for routine physician or dentist appointments by

scheduling appointments during non-work hours and weekends. Employees are eligible to use sick leave for the following reasons:

- A. Non-occupational personal illness or injury
- B. Quarantine of an employee by a physician for non-occupational related disability or illness.
- C. Illness in the immediate family as defined in this document requiring the employee to be absent from work to care for the family member
- D. Physician and dentist appointments for employee or immediate family.
- E. Or as permitted by Oregon Law

Section 4. Employees shall be charged sick leave to the nearest ¼ hour for the time absent.

Section 5. Should an employee be unable to report to work because of any of the reasons set forth in Section 3, he/she shall report the reason for his/her absence to the appropriate supervisor within thirty (30) minutes of the start of the shift, unless there are extenuating circumstances.

Sick leave with pay in excess of four (4) working days may result in the City's requiring a written statement from a physician certifying that the employee's condition prevented him/her from appearing for work. When an employee has been under a physician's care, such as serious illness or recovery from surgery, a physician's release may be required before the employee can return to work.

Section 6. Unused sick leave normally has no cash value at termination. Employees retiring from City service under PERS Tier 1 or 2 may apply up to one-half (1/2) of the monetary value of accumulated sick leave in determining final average salary. Use of sick leave credits for this purpose shall be in accordance with the provisions of ORS 238.350.

Section 7. Earned sick leave cannot be used for vacation.

Section 8. If, an employee becomes physically disabled off the job and does not have earned sick leave or paid vacation time accrued; the City will engage in the interactive process and may grant a leave of absence consistent with applicable law.

Section 9. Coordination with Worker's Compensation payments: An employee may choose to use sick leave to equal the difference between the Workers' Compensation payments for time loss and the employee's regular net income. In such instances, the agency prorates charges against the employee's accrued sick leave. An employee who

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exhausts sick leave may choose to use other accrued leave to equal the difference between Workers' Compensation payments for time loss and the employee's regular net salary. In such instances the agency prorates charges against the accrued leave. Using leave while receiving time loss benefits is not required. An employee's regular net income is the employee's regular salary for regularly scheduled work and does not include overtime. In the event the employee exhausts his/her leave banks, the employee will be placed on leave without pay and will continue to retain their workers compensation time loss checks.

Employees will need to provide the City timely copies of the W/C payments in order to calculate or reconcile use of accrued paid leaves. The City will provide notice to an employee if overpayment is made and will recover the amount of salary overpayment through a payroll deduction plan or direct payment by the employee. In case of a financial hardship, the City and employee will work together on a feasible payment plan.

ARTICLE 15 – BEREAVEMENT LEAVE

Section 1. Upon timely notification to the employee's supervisor, full-time regular employees may take up to three (3) paid days off without deduction from accumulated vacation or sick leave in the event of the death of an immediate family member. Part-time employees under this agreement will receive a prorated benefit based on budgeted FTE. For the purposes of paid bereavement leave by the City, immediate family shall mean: spouse, child, parent, brother, sister, step-child, step-parent, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Use must occur within sixty (60) days of notice of passing or extended by mutual agreement.

If necessary, seven (7) additional days may be allowed with approval of the City Administrator. Each day so allowed and taken shall be deducted from the employee's vacation, accrued compensatory time or sick leave bank. Sick leave may only be used if the employee has no other paid leave available.

ARTICLE 16 – JURY DUTY

Section 1. Employees shall be allowed time off without loss of pay for serving on jury duty. Any compensation and mileage received by the employee from court for performing such service shall promptly be refunded to the City and all employees are required to seek such compensation and mileage from the court. In the event an employee has used the employee's personal, privately owned vehicle for jury service outside the county, such

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employee shall be allowed to retain the mileage compensation portion paid by the court. In the event that an employee is called for jury duty and excused prior to the end of the employee's workday, such employee shall report to work immediately and continue normal work activities.

ARTICLE 17 – WAGES

Section 1. Wage Increases.

The City will provide an employee with a wage increase based on satisfactory performance of the employee as follows:

Effective July 1, 2022 or upon execution of this agreement, the later of either, step 1 of the employee's salary scale will be adjusted by 4% rounded to the nearest dollar.

Effective July 1, 2023, step 1 of the employee's salary scale will be adjusted by 4.5% rounded to the nearest dollar.

Effective July 1, 2024, step 1 of the employee's salary scale will be adjusted by 4.5% rounded to the nearest dollar.

Steps 5% apart.

The City intends to conduct yearly evaluations prior to July of each year.

Section 2. Wage increases will be applied to Step 1 and graduated by 5% to Step 8 on Salary Schedule A attached hereto and made part of this agreement.

Section 3. New employees will be placed on the salary schedule at the step level as determined by the City based on experience, certification and qualifications. Employees will move annually on the salary schedule based on satisfactory performance.

Section 4. The City recognizes that at times an employee may be required to fill in on a temporary basis for other employees in a higher pay classification and should be recognized through a temporary adjustment in pay at the higher grade at the step closest to and above the employee's current step. If the next highest step in the temporary grade classification is less than five percent (5%) the temporary step will be at the next higher step. Under normal circumstances this would include occasions exceeding two (2) regularly scheduled shifts. Normally this would include times an employee is on leave for

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vacation but may include other occasions. Temporary reclassifications will be subject to the City Administrator's written approval.

Section 5. Employees will be paid on the thirtieth (30th) day of the month. If a regular pay day falls on a Saturday, paychecks will be distributed on Friday. If a regular payday falls on a Sunday, paychecks will be distributed on Friday. If a payday day falls on a holiday, paychecks will be distributed on the last business day before the holiday.

Section 6. Certification Pay. Employees who have and maintain any of the certifications listed below and that are not part of the employees' job description will receive an additional premium of 1% of base monthly pay for each certificate, to a maximum payment of 2%. The City shall ensure that any employee qualifying for certification will work the necessary hours required to maintain such certification.

Approved Oregon Certifications: Cross Connection, Water Distribution (Grades 1-4), Water Treatment (Grade 1-4), Wastewater Treatment (Grade 1-4), Wastewater Collections (Grade 1-4) Herbicide Spray Application. Note: For clarification, these incentives for certifications are only paid for those certifications not required by an employee's job description.

Section 7. Employees shall be eligible for the longevity pay.

An employee with 10 years (120 months) of continuous service with the City will be eligible to receive an additional premium of 2.0% base monthly pay.

An employee with 13 years (156 months) of continuous service with the City will be eligible to receive an additional premium of 2.5% base monthly pay.

An employee with 18 years (216 months) of continuous service with the City will be eligible to receive an additional premium of 3.0% base monthly pay.

Longevity payments are subject to yearly satisfactory performance evaluations and are not cumulative.

ARTICLE 18 – HEALTH AND WELFARE

Section 1. The City will provide health care, including dental and vision, through Oregon Teamsters Employers Trust (OTET), Plan FW, D-6 Dental, V-4 Vision and Supplemental Time Loss and as provided by the OTET Subscription Agreement and under the

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representation from OTET and the Union that the plan complies with State and Federal law and the Affordable Care Act.

For 2018 and thereafter, if any additional tax or rate increase is imposed due to the Cadillac Tax of the Affordable Care Act, employees will be responsible for the equivalent amount through payroll deductions.

Section 2. Health Insurance Premium Cost Shares: For full time employees, the City shall pay ninety-five percent (95%) of the monthly cost of the Health and Welfare Plan and the employee shall pay for the remainder through pre-tax payroll deduction. For part-time employees working 0.5 FTE up to but less than 1.0 FTE, the City will pay 75% of the monthly cost of the Health and Welfare Plan and the employee shall pay for the remainder through pre-tax payroll deduction.

Section 3. The City shall provide each employee with Group Life Insurance in the amount of current annual base salary subject to the maximum provided by the carrier.

Section 4: Voluntary Employee Beneficiary Account (VEBA): Effective July 1, 2022, or upon execution of this agreement, the later of either, the City will establish a VEBA for the employees covered under this Agreement. Contributions to individual employee VEBA accounts will be made in accordance with the terms of this Agreement, as authorized by Internal Revenue Code Section 501(c)(9). The City will contribute \$50 per employee per month into employee's HRA/VEBA.

ARTICLE 19 – TRAVEL REIMBURSEMENT & LODGING EXPENSE

Section 1. When an employee is authorized to utilize a personal vehicle in the performance of official City duties, compensation shall be paid at the rate equivalent to the standard IRS mileage allowance.

Section 2. The City agrees to reimburse employees for their meals and lodging when they are out of town at authorized meetings, classes or seminars. Receipts will be required.

Section 3. All overnight travel time to and from City approved meetings, classes or training seminars will be considered time worked in accordance with the Fair Labor Standards Act and BOLI.

ARTICLE 20 – TRAINING AND DEVELOPMENT

Section 1. The City agrees to encourage and promote training opportunities, subject to the needs of the City and its budgetary limitations, for all employees to increase and sustain the effectiveness of the workforce.

The City is permitted to direct the attendance of an employee, and each employee shall attend any and all school and training sessions as mandated by the City. The employee will be compensated for actual class time spent in such training mandated by the City at the employee's regular straight time rate unless otherwise provided by the Fair Labor Standards Act (FLSA). Voluntary attendance at non-required and non-job-related training courses shall not be considered work time.

The books and printed materials provided by the training and included in the cost of tuition shall become the property of the City.

For employees required to possess a CDL license, the City shall pay for all costs related to obtaining and maintaining the employee's CDL license, including DOT physical cost.

ARTICLE 21 – JOB ANNOUNCEMENTS

Section 1. Announcements of all vacancies and new positions within the department shall be furnished to the employees and the Union through a written notice as far in advance of the date of opening of any vacancy or new position as possible. All such announcements of vacancies and new positions shall also be posted within the department. Said notice of new position shall clearly set forth the job description for the position. Bargaining unit employees who apply for a job position and who meet minimal qualifications will be provided an interview.

ARTICLE 22 – PERSONNEL FILE

Section 1. An employee may review his/her personnel file at reasonable time during regular business hours. However, material provided the City by a previous employer shall not be subject to disclosure. The employee's personnel file is maintained in the City Recorder's Office.

Section 2. Whenever an entry is made by the City into an employee's personnel file, a duplicate copy shall be supplied to the employee. However, it is understood that any and all files kept for the purpose of employee documentation, either personal or professional, are the property of the City. The City agrees that the contents of these files, including personal photographs, shall be confidential and shall restrict the use of information in the files to the internal use of the City, subject to applicable law.

Section 3. Nothing in this Article shall be interpreted in such manner as to prevent supervisors from maintaining separate working files.

ARTICLE 23 – PERSONNEL POLICIES AND WORK RULES

Section 1. Personnel policies and work rules may be promulgated and administered by the City as it may from time to time decide. If there is any conflict between the provisions of this Agreement and any personnel policy or work rule, the applicable provision of this Agreement shall govern.

Changes or additions to such rules or policies shall be furnished to the Union at least 14 days prior to implementation, consistent with PECBA statutes.

ARTICLE 24 – SAFETY

Section 1. The City and the employees agree to abide by applicable Federal, State, and City safety regulations and policies. The City holds regular safety committee meetings. Employees are encouraged to report safety issues to their supervisor. All matters of safety brought forth not resolved by a supervisor will defer to the safety committee for an advisory recommendation to the City. The City retains final discretion to resolve matters of safety.

ARTICLE 25 – DRUG TESTING

Section 1. Before an employee may be tested for drugs, the Employer shall have individualized reasonable suspicion based on objective facts and reasonable inferences drawn there from, that a particular employee has engaged or is engaging in the use of illegal drugs or has reported to work after consuming alcohol or engaged in the use of alcohol while on duty. However, random testing may be required of any employee.

Reasonable suspicion will be documented and performed by a person with appropriate training. The City is not precluded from using a law enforcement officer for this purpose.

Section 2. Drug Testing under this Article shall be conducted by a laboratory mutually agreed upon in advance by the City and the Union, or locally available clinic. Alcohol Testing will be conducted by law enforcement or other available laboratory/clinic. A breath test or blood test may be required as available.

ARTICLE 26 – PENSION

Section 1. The City shall participate in the Public Employees Retirement System and pay the employee's six percent (6%) contribution to PERS consistent with PERS statutes, rules and regulations.

ARTICLE 27 – CLOTHING PAYMENT

Section 1. The Employer shall provide employees with any required equipment or clothing needed to perform the job required (rain gear, gloves, reflective vests, etc.). The employees working in the Department of Public Works shall receive a clothing/boot payment of three hundred dollars (\$300) annually, paid during the first pay period of each fiscal year of this agreement. This payment is subject to applicable withholdings. Employees on probation will not receive this payment until successful completion of probation.

ARTICLE 28 – SAVINGS CLAUSE

Section 1. It is the intention of the parties hereto to comply with all applicable laws and they believe that each and every part of this Agreement is lawful. All provisions of this Agreement shall be complied with unless any of such provisions shall be declared invalid or inoperative by a court of competent jurisdiction, a legislative body or administrative agency.

Should any provision of this Agreement and/or any attachments hereto be held invalid by operation of law or by any court of competent jurisdiction, a legislative body or administrative agency, or if compliance with or enforcement of any provision be unlawful, the remainder of this Agreement and/or attachments hereto shall not be affected thereby

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and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision and/or any attachments hereto. In the event the City provides notice to the Union of an unlawful provision of this agreement, the City will comply with ORS 243.698 to negotiate the impact of the change.

Section 2: Scope of Agreement and Continued Conditions: Unless otherwise specified by this agreement, the Union acknowledges that during the collective bargaining period for this existing agreement, the Union had the full opportunity to have presented and bargained all matters of “employment relations,” including matters of compensation or benefits, as provided by PECBA. The Union hereby waives any further obligation to bargain other matters of compensation or benefits not covered by this agreement and as raised by the Union mid-term, that are not addressed by this agreement. However, the Union retains the right to bargain those matters raised by the employer under the provisions of ORS 243.698 or as required under the provisions of ORS 243.702.

ARTICLE 29 – TERMINATION

Section 1. This Agreement shall become effective upon execution and shall remain in full force and effect through June 30, 2025. It shall remain in full force and effect from year to year thereafter unless either party shall serve written notice of desire to open it for change or to terminate it, not later than January 2, prior to its subsequent anniversary date.

DATED THIS _____ DAY OF _____, 2022.

FOR: THE CITY OF RAINIER

FOR: TEAMSTERS LOCAL NO. 58

APPENDIX A - WAGE SCALE

- City of Rainier monthly salaries are based on 2080 hours per year
- Steps are 5% apart
- Monthly amount shown

	July 1, 2022 – 4% increase to Step 1							
	STEPS							
Position	1	2	3	4	5	6	7	8
Librarian	\$3157	\$3315	\$3481	\$3655	\$3838	\$4030	\$4231	\$4443
Clerk								
Account/Planning Clerk								
Court Clerk	\$3381	\$3550	\$3728	\$3914	\$4110	\$4315	\$4531	\$4757
Utility Worker 1								
Finance/City Clerk								
Journey Utility Worker	\$3866	\$4059	\$4262	\$4475	\$4699	\$4934	\$5180	\$5439
Utility Worker II								
Lead Person	\$4137	\$4344	\$4561	\$4789	\$5029	\$5280	\$5544	\$5821
Water/Wastewater Op								
Public Works Foreman	\$4702	\$4937	\$5184	\$5443	\$5715	\$6001	\$6301	\$6616

	July 1, 2023 – 4.5% increase to Step 1							
	STEPS							
Position	1	2	3	4	5	6	7	8
Librarian	\$3300	\$3465	\$3638	\$3820	\$4011	\$4211	\$4422	\$4643
Clerk								
Account/Planning Clerk								
Court Clerk	\$3533	\$3710	\$3895	\$4090	\$4295	\$4509	\$4735	\$4972
Utility Worker 1								
Finance/City Clerk								
Journey Utility Worker	\$4040	\$4242	\$4454	\$4676	\$4910	\$5156	\$5413	\$5684
Utility Worker II								
Lead Person	\$4323	\$4539	\$4766	\$5005	\$5255	\$5518	\$5794	\$6083
Water/Wastewater Op								
Public Works Foreman	\$4913	\$5159	\$5417	\$5688	\$5972	\$6271	\$6584	\$6914

	July 1, 2024 – 4.5% increase to Step 1							
	STEPS							
Position	1	2	3	4	5	6	7	8
Librarian	\$3448	\$3620	\$3801	\$3991	\$4191	\$4401	\$4621	\$4852
Clerk								
Account/Planning Clerk								
Court Clerk	\$3692	\$3877	\$4071	\$4274	\$4488	\$4712	\$4948	\$5195
Utility Worker 1								
Finance/City Clerk								
Journey Utility Worker	\$4221	\$4432	\$4654	\$4887	\$5131	\$5388	\$5657	\$5940
Utility Worker II								
Lead Person	\$4518	\$4744	\$4981	\$5230	\$5491	\$5766	\$6054	\$6357
Water/Wastewater Op								
Public Works Foreman	\$5135	\$5391	\$5661	\$5944	\$6241	\$6553	\$6881	\$7225