

**City of Rainier
City Council Meeting
October 6, 2025
6 p.m.
Rainier City Hall**

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

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

Council Absent: None

City Attorney Present: No

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

Flag Salute

Additions/Deletions from the Agenda: There were no additions or deletions from the agenda.

Mayor's Address: Cole read proclamations into the record in honor of Domestic Violence Awareness Month and Breast Cancer Awareness Month.

Visitor Comments: Lyle Roberts said he caught people trying to hunt in the City's watershed the previous weekend. Rebecca and Randy Zuber thanked the City for the tree planting that took place earlier in the day in honor of their daughter Sarah. They would like to have a bench placed in that area. Cole, Council President Mike Kreger and Councilors Paul Langner and Robert duPlessis all said they would help pay for the bench. Nathan Rogers said he has two acres on Old Rainier Road and needs burn piles to maintain his property. He's concerned that the restrictions in Ordinance 1102 will make that more challenging. Dustin Salsbury said he has 14 acres in city limits and wants to know more about the proposed changes. Matt Smith lives on Fernhill Road and is also concerned about the proposed ordinance.

Consider Approval of the Consent Agenda

Consider Approval of the September 8, 2025 Regular Council Meeting Minutes— Councilor Scott Cooper moved to approve the consent agenda. That motion was seconded by Langer. Councilors Cooper, DuPlessis, Jeremy Howell, Kreger, Langner and Denise Watson all voted in favor. None were opposed.

New Business

- a. Appointment to Council Position #4—The Council interviewed applicants Charlene Ratke and Todd Nelson. Cooper moved to flip a coin to decide the appointment. That motion was seconded by Langner. Cooper voted in favor. Councilors Howell, Kreger, Watson and Langer were opposed. Cooper moved to appoint Ratke to the position. That motion was seconded by Kreger. Councilors duPlessis, Langner, Watson, Cooper and Howell voted in favor. Kreger was opposed.
- b. Public Works Priority Projects for 2026-27—Public Works Director Russ Reigel said

CITY OF RAINIER
 CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
 CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
8/01/2025-8/31/2025

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	353,393.54		
New Ending Balance	353,393.54	0.00	0.00
			<u>353,393.54</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS		
Ending Balance SHCU 760072-1	34,520.10			
Ending Balance SHCU 760072-2	466,457.72			
Deposits not Shown on Statement		1,893.36		
Outstanding Cks and Other Debits	112,658.53			
PERS Outstanding	36,819.11			
Pete PERS				
Ending Balance	500,977.82	149,477.64	1,893.36	0.00
				<u>353,393.54</u>

LGIP STATEMENT SUMMARY				
Beginning Balance	4,994,452.58			
Deposits			\$ 11,481.83	
Withdrawals		500,000.00		
Interest			18,846.92	
S/C		0.15		
Ending Balance	4,994,452.58	500,000.15	30,328.75	0.00
				<u>4,524,781.18</u>
TOTAL CASH				<u>4,878,174.72</u>

GENERAL LEDGER RECONCILIATION
8/01/2025-8/31/2025

Fund	08/01/25 Beginning Balance	Total Revenue	Total Expense	Liabilities	08/31/25 Ending Balance	
10 General	2,595,966.24	661,422.45	710,866.28		2,546,522.41	
20 Debt	364,438.70	0.00	341,259.00		23,179.70	
30 Sewer	-201,686.50	77,847.31	65,066.95		-188,906.14	
40 Water	296,320.43	92,609.74	52,337.44		336,592.73	
50 Timber	1,046,981.00	0.00	441.07		1,046,539.93	
60 Street	157,655.07	10,284.14	19,606.47		148,332.74	
65	0.00				0.00	
70	0.00				0.00	
81 Special Projects	347,406.57	0.00	6,432.90		340,973.67	
83 Sewer Capital	287,588.38	0.00	136,714.78		150,873.60	
84 Water Capital	242,947.76	15,701.79	31,403.58		227,245.97	
85 Transportation Capital	188,922.70	0.00	8,750.00		180,172.70	
90 Library Trust	66,595.30	52.11	0.00		66,647.41	
					0.00	
General Ledger Total	<u>5,393,135.65</u>				<u>4,878,174.72</u>	0.00

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

there are water valves that need to be replaced. The first two sections of sewer lines have been fixed and there are two more that need to be done. Flow monitoring will be done this winter. For paving projects, he recommends portions of C and Mill streets. Cole said paving projects should be prioritized based on traffic and street conditions. Everyone on the east side of the City uses that portion of C Street, and it's been bad for a while. It was patched a few years ago but is worse now.

- c. Award Contract for Flow Monitoring—Langner moved to approve the contract. That motion was seconded by Cooper. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed.
- d. Resolution 25-10-01—Appointing the City Budget Committee as the REDCO Budget Committee—Kreger moved to approve the resolution. That motion was seconded by Watson. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed.

Unfinished Business

- a. Second Reading of Ordinance 1102—Regulating Open Burning Within the City of Rainier, Oregon, Establishing Seasonal Restrictions, Providing for Enforcement, and Declaring an Effective Date—Kreger moved to approve the ordinance. That motion was seconded by Watson. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed. Kreger moved to allow citizens to burn from the time burning opens through the month of November 2025. That motion was seconded by Watson. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed.
- b. Second Reading of Ordinance 1103—Permitting and Regulating the Use of Utility Vehicles (UTVs) and Golf Carts on City Streets—Kreger moved to approve the ordinance. That motion was seconded by Langner. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed.
- c. Wastewater Plant MAO—Jorgensen said that the Department of Environmental Quality has approved a fourth amendment to the MAO. The amendment gives the City two years to repair its collections system and verify the results through flow monitoring.

Reports—Reigel said Wastewater Plant Operator Brian Liga successfully obtained his Wastewater Treatment Level I certification and plans to apply for the Level II test. The Small City Allotment Grant reimbursement request has been submitted to the Oregon Department of Transportation. The next round of sewer line rehabilitation is estimated to cost \$140,000. Kreger moved to approve the expenditure. That motion was seconded by Watson. Councilors Cooper, duPlessis, Howell, Kreger, Langner and Watson all voted in favor. None were opposed. Cooper said he was stepping down as Senior Center liaison. Kreger said he attended the recent League of Oregon Cities conference in Portland. Jorgensen said he, Cole and members of council attended the ribbon cutting ceremony for the new pickleball courts at the park. He and Watson attended the Community Resource Fair at the C.C. Rider Building.

City Calendar/Announcements

Cole adjourned the meeting at 8 p.m.

Mayor Jerry Cole

W. Scott Jorgensen, City Administrator

DRAFT

CITY OF RAINIER
 CASH ON HAND/GENERAL LEDGER RECONCILIATION REPORT
 CHECKING ACCOUNTS AND LOCAL GOVERNMENT POOL ACCOUNT
7/01/2025-7/30/2025

ACCOUNT REGISTER SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance	398,683.07		
New Ending Balance	<u>398,683.07</u>	<u>0.00</u>	<u>0.00</u>
			<u>398,683.07</u>

BANK STATEMENT SUMMARY	CKS/DEBITS	DEP/CREDITS	
Ending Balance SHCU 760072-1	34,518.63		
Ending Balance SHCU 760072-2	466,664.64		
Deposits not Shown on Statement		6,411.22	
Outstanding Cks and Other Debits	72,607.72		
PERS Outstanding	36,303.70		
Pete PERS			
Ending Balance	<u>501,183.27</u>	<u>108,911.42</u>	<u>6,411.22</u>
			<u>398,683.07</u>

0.00

LGIP STATEMENT SUMMARY			
Beginning Balance	5,556,846.04		
Deposits		\$ 16,612.81	
Withdrawals	600,000.00		
Interest		20,993.73	
S/C			
Ending Balance	<u>5,556,846.04</u>	<u>600,000.00</u>	<u>37,606.54</u>
			<u>4,994,452.58</u>

TOTAL CASH 5,393,135.65

GENERAL LEDGER RECONCILIATION
7/01/2025-7/30/2025

	07/01/25			07/31/25
Fund	Beginning Balance	Total Revenue	Total Expense	Ending Balance
10 General	2,758,735.10	736,535.02	899,303.88	2,595,966.24
20 Debt	364,438.70	0.00	0.00	364,438.70
30 Sewer	-174,053.26	52,747.45	80,380.69	-201,686.50
40 Water	303,630.79	74,259.73	81,570.09	296,320.43
50 Timber	1,072,980.81	0.00	25,999.81	1,046,981.00
60 Street	183,895.01	14,039.27	40,279.21	157,655.07
65	0.00			0.00
70	0.00			0.00
81 Special Projects	353,651.94	0.00	6,245.37	347,406.57
83 Sewer Capital	380,197.35	0.00	92,608.97	287,588.38
84 Water Capital	248,339.76	5,392.00	10,784.00	242,947.76
85 Transportation Capital	188,922.70	0.00	0.00	188,922.70
90 Library Trust	72,320.55	52.11	5,777.36	66,595.30
				0.00
General Ledger Total	<u>5,753,059.45</u>			<u>5,393,135.65</u>

0.00

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

KLS Surveying Inc

1224 Alder Street
Vernonia, OR 97064
Ph: 503-429-6115
Fax: 866-297-1402
Email: don@klssurveying.com



June 22, 2025

Dear Vern

Enclosed is the the City of Rainier Vacation packet. They require all the owners abutting the alley to sign and notarize the form Exhibit A. They also require 2/3rds of the owners, based on area, to sign and notarize form Exhibit A 1. Once you have the required signatures you can submit the packet to the City for final approval.

If I can be of further service now or in the future or if you ever have any questions, please feel free to contact me.

Sincerely,

Don Wallace, PLS



KLS Surveying Inc.

1224 Alder Street
Vernonia, OR 97064

Phone: (503) 429-6115
Fax: (866) 297-1402
Email: don@klssurveying.com

Exhibit A Alley Vacation

- Beginning at the Northeast corner of Lot 8, Block 2, Vogel Tract, recorded in Plat book 1, Page 22, Columbia County Records;
- thence South along the East line of Lots 8-14, of said Block 2, 306.60 feet more or less to the Southeast corner of said Lot 14;
- thence East 10.00 feet to the Southwest corner of Lot 7 of said Block 2;
- thence North along the West line of Lots 1-7 of said Block 2, 306.60 feet more or less to the Northwest corner of said Lot 1;
- thence West 10.00 feet to the Point of beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 19, 1993
DONALD D WALLACE, JR
2601

RENEWS 6/30/26

1/2 Sec. cor. of Sec. 21 is 6.25 ch Wand 2.50 N.

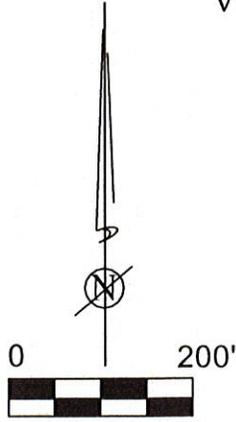
2 Galvanized Iron Pipe
99'

2 Galvanized Iron Pipe
99'

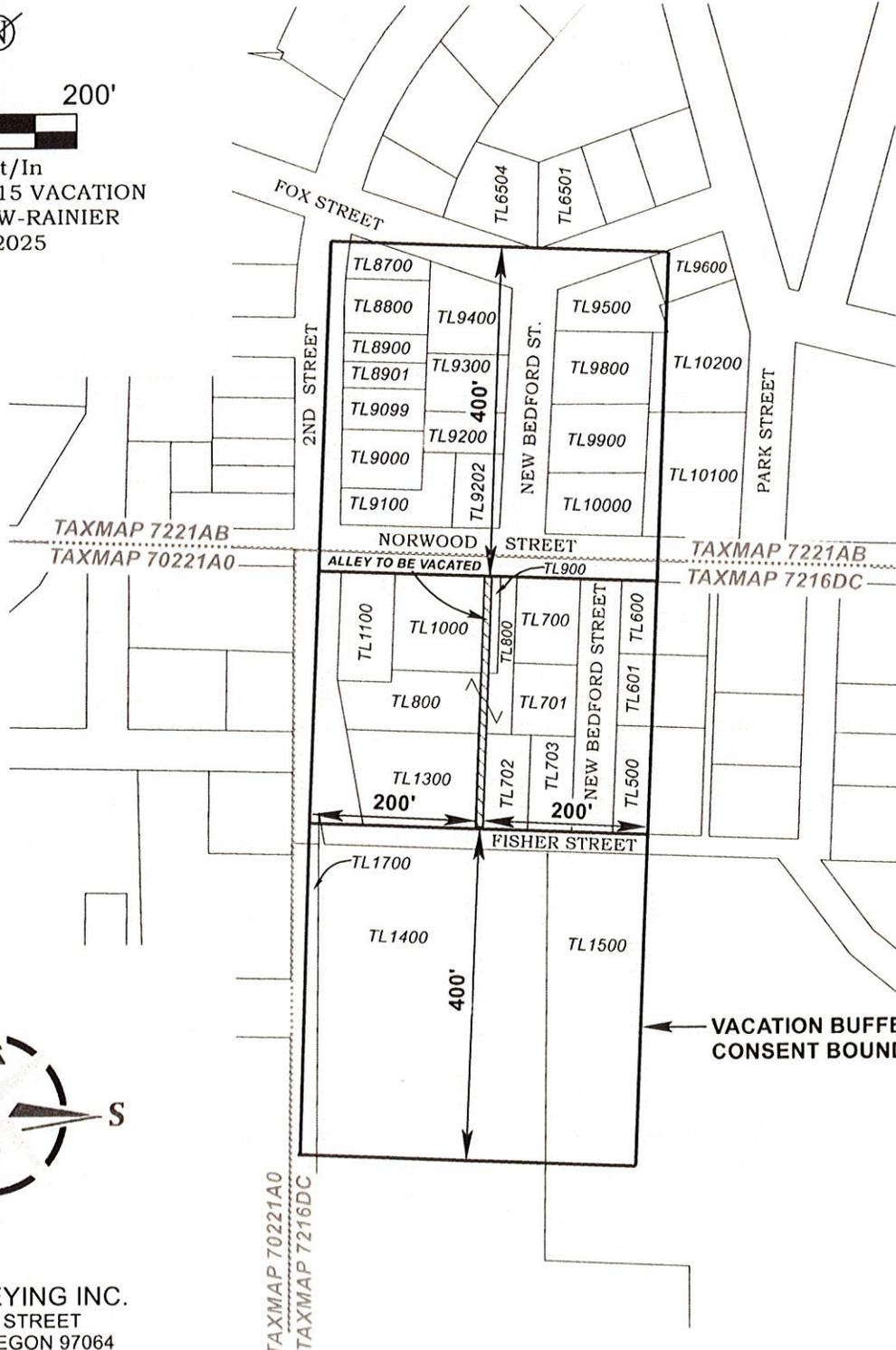
PLAT OF
VOGEL TRACT
SITUATED IN
SEC. 21 T. 7 N. R. 2 W. W. M.
STATE OF OREGON.
Scale 1 inch = 40 feet.



EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

TAXMAP 70221A0
 TAXMAP 7216DC

VACATION BUFFER
 CONSENT BOUNDARY

Exhibit A

City of Rainier Consent of Abutting Property Owners

(Note: 100% of all abutting owners required to consent pursuant to ORS 271.080(2))

By executing this document, I/we the owner(s) of property abutting portions of streets/alleys to be vacated as described in Exhibit B in the petition, consent to the vacation of such ground..

Name of abutting property owner(s): SHAWN & LORIE VIGOREN

Address of abutting property owner(s): 834 EAST 2ND STREET RAINIER, OR 97048

Signature(s): [Handwritten signatures of Shawn and Lorie Vigoren]

Tax lot numbers or description of abutting property:

7221-AB-00702

STATE OF OREGON)) ss. County of Columbia)

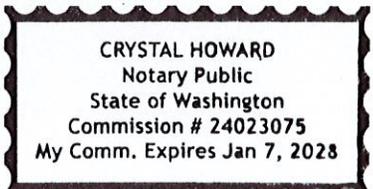
Personally appeared before me this 2nd day of July, 2025 the above named SHAWN VIGOREN, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.



[Handwritten signature of Heather Ann Briggs] Notary Public for Oregon My Commission Expires: 03/12/2028

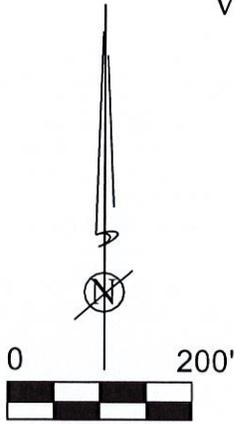
STATE OF ~~OREGON~~ Washington)) ss. County of ~~Columbia~~ Cowlitz)

Personally appeared before me this 3rd day of July, 2025 the above named LORIE VIGOREN, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.

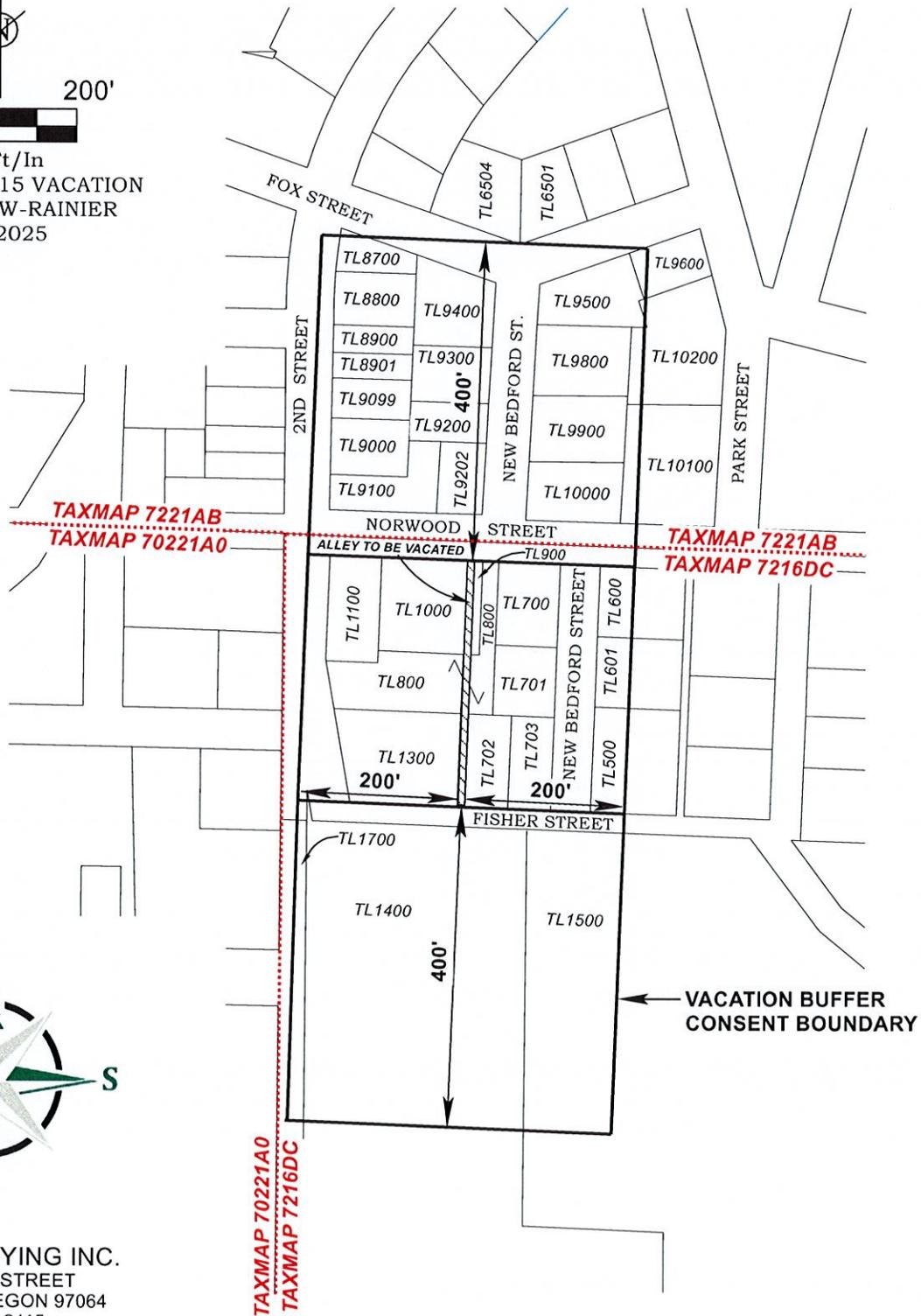


[Handwritten signature of Crystal Howard] Notary Public for Oregon- Washington My Commission Expires: 01-07-2028

EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON

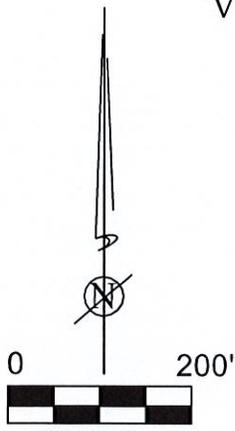


200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025

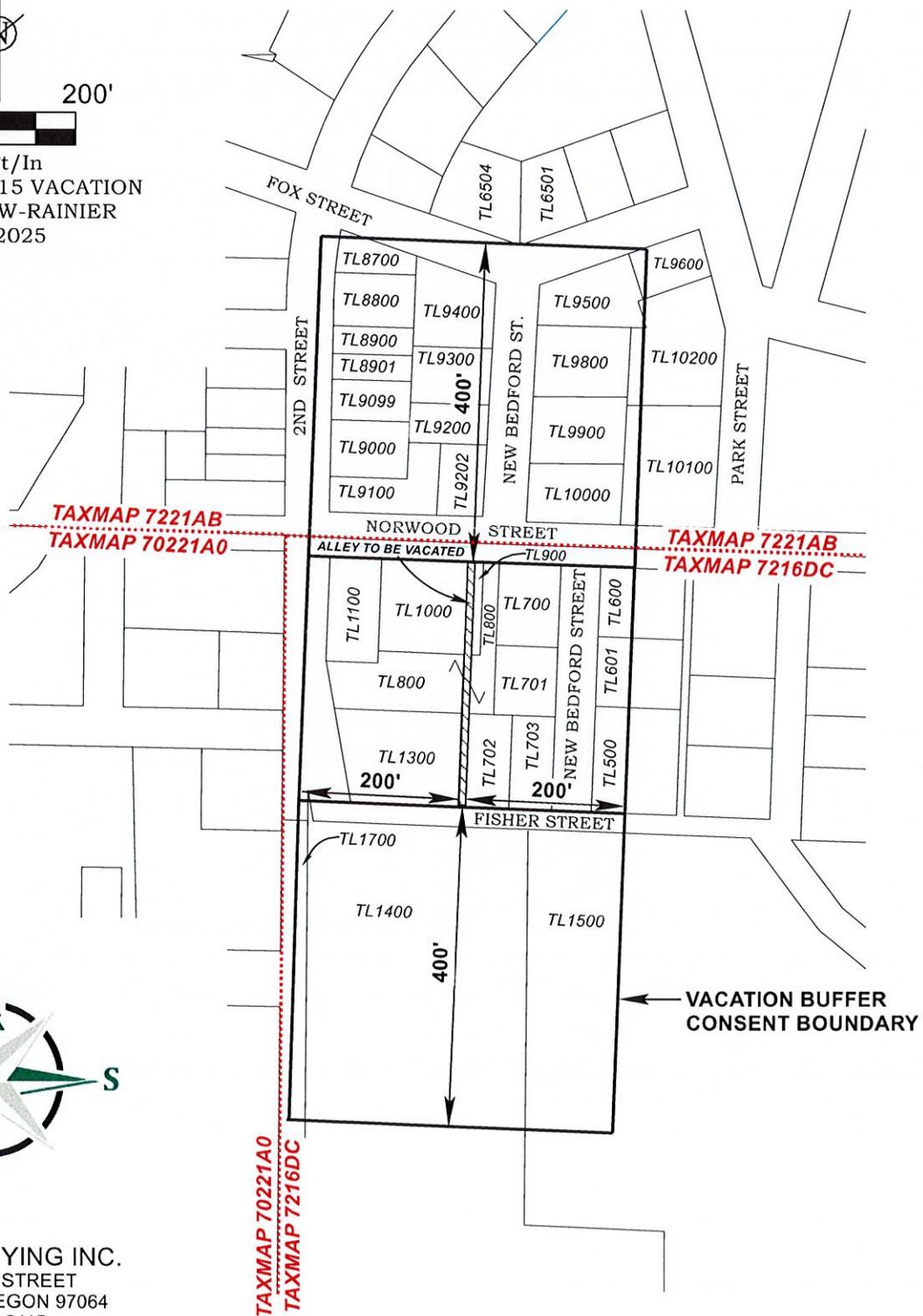


K.L.S. SURVEYING INC.
 1224 ALDER STREET
 VERNONIA, OREGON 97064
 (503) 429-6115

EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



K.L.S. SURVEYING INC.
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 VERNONIA, OREGON 97064
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Exhibit A

City of Rainier Consent of Abutting Property Owners

(Note: 100% of all abutting owners required to consent pursuant to ORS 271.080(2))

By executing this document, I/we the owner(s) of property abutting portions of streets/alleys to be vacated as described in Exhibit B in the petition, consent to the vacation of such ground..

Name of abutting property owner(s): VERNON R. VIGOREN

Address of abutting property owner(s): 208 EAST NORWOOD STREET RAINIER, OR 97048

Signature(s): [Handwritten Signature]

Tax lot numbers or description of abutting property:

7221-AB-00900 & 1000

STATE OF OREGON)) ss. County of Columbia)

Personally appeared before me this 2nd day of July, 2025 the above named VERNON R. VIGOREN, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.



[Handwritten Signature]

Notary Public for Oregon My Commission Expires: 3/12/2028

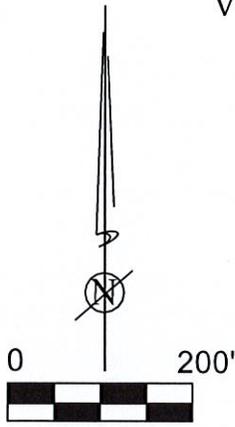
~~STATE OF OREGON)) ss. County of Columbia)~~

~~Personally appeared before me this ___ day of ___, 2025 the above named ___, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.~~

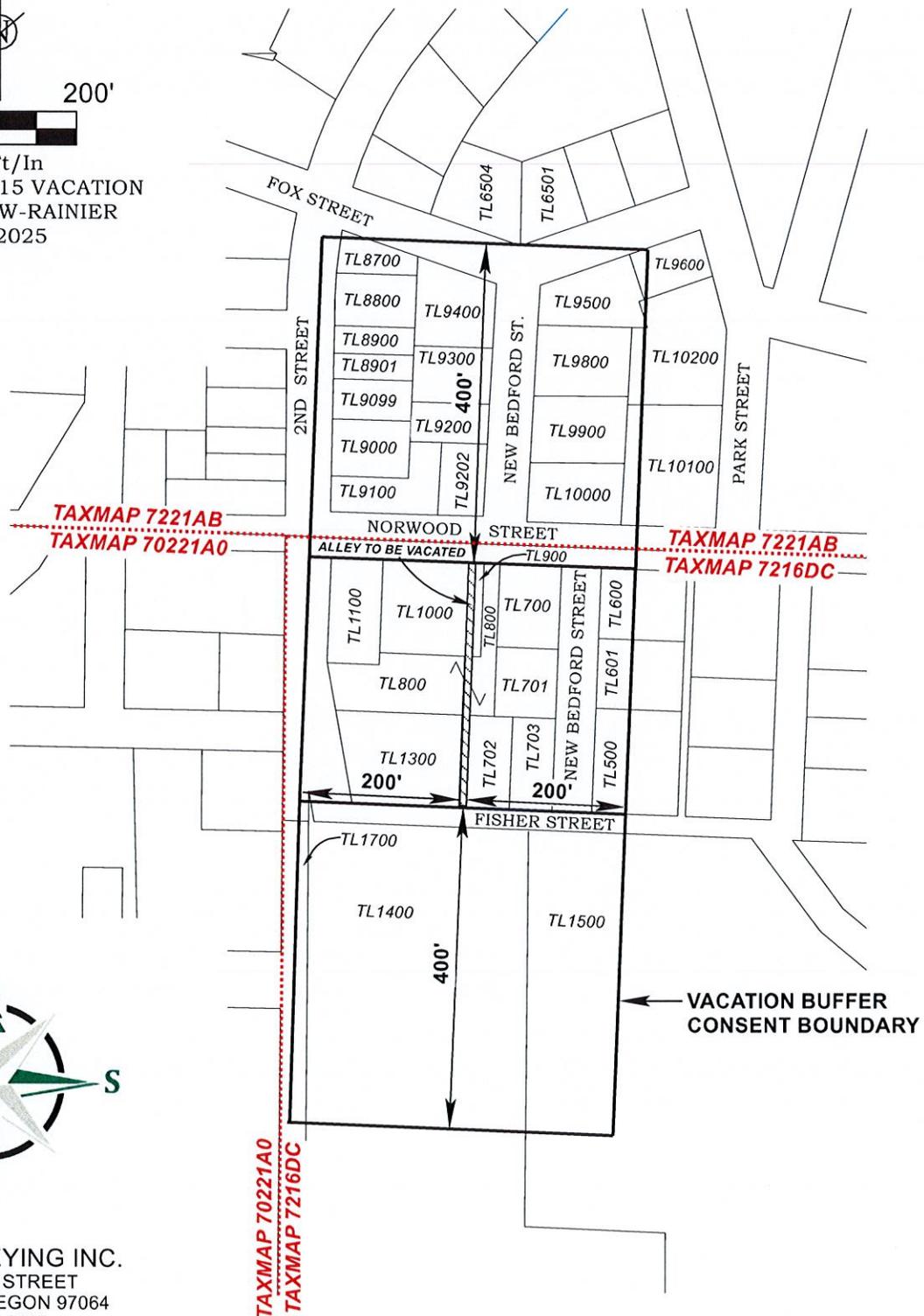
~~Notary Public for Oregon My Commission Expires: _____~~

~~[Handwritten Initials]~~

EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

Exhibit A

City of Rainier Consent of Abutting Property Owners

(Note: 100% of all abutting owners required to consent pursuant to ORS 271.080(2))

By executing this document, I/we the owner(s) of property abutting portions of streets/alleys to be vacated as described in Exhibit B in the petition, consent to the vacation of such ground..

Name of abutting property owner(s): SUSAN C. JOHNSON-DOERR
DAVID C. DOERR

Address of abutting property owner(s): 813 EAST 2ND STREET
RAINIER, OR 97048

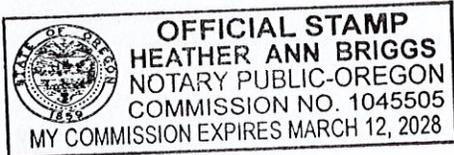
Signature(s): [Handwritten signatures of David C. Doerr and Susan Johnson-Doerr]

Tax lot numbers or description of abutting property:

7221-AB-00800

STATE OF OREGON)
) ss.
County of Columbia)

Personally appeared before me this 2nd day of July, 2025 the above named SUSAN C. JOHNSON-DOERR, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.



[Handwritten signature of Heather Ann Briggs]
Notary Public for Oregon
My Commission Expires: 03/12/2028

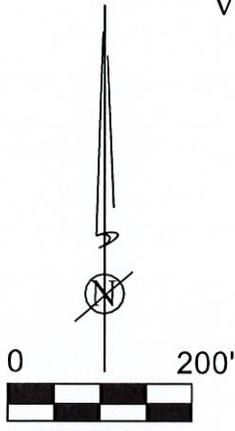
STATE OF OREGON)
) ss.
County of Columbia)

Personally appeared before me this 2nd day of July, 2025 the above named DAVID C. DOERR, and acknowledged the forgoing instrument to be his/her/their voluntary act and deed.

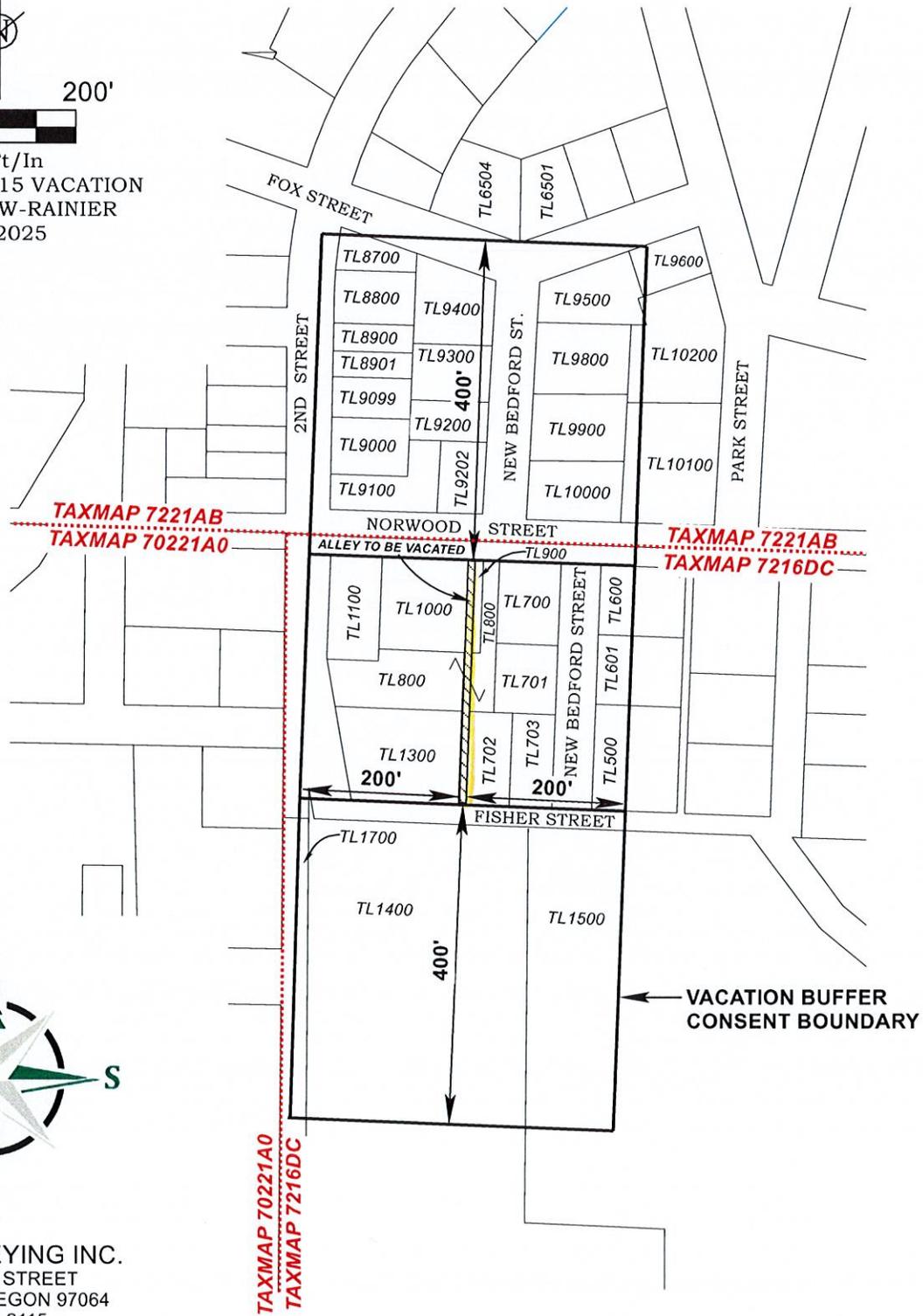


[Handwritten signature of Heather Ann Briggs]
Notary Public for Oregon
My Commission Expires: 03/12/2028

EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

7216-DC-09000
7216-DC-09099
7216-DC-09200

By executing this document, I/we the owner/s of Tax Lot(s) _____
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Wayne Millerd
Owner's Signature

WAYNE MILLERD
Owner Printed

Owner Address _____
PO BOX 504
RAINIER, OR 97048

Verna Millerd
Co-Owner's Signature

VERNA MILLERD
Co-Owner Printed

Co-Owner Address _____
PO BOX 504
RAINIER, OR 97048

Notary Section
(all signatures must be notarized to be valid)

State of OREGON

County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of July 2025
by Wayne Millerd and Verna Millerd

Heather Ann Briggs
Notary

My commission expires: 03/12/2028



**City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1**

By executing this document, I/we the owner/s of Tax Lot(s) 7216-DC-08901
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Wayne Millerd
Owner's Signature

Co-Owner's Signature

WAYNE L. MILLERD

Co-Owner Printed

Owner Printed

Owner Address _____

Co-Owner Address _____

PO BOX 504

RAINIER, OR 97048

**Notary Section
(all signatures must be notarized to be valid)**

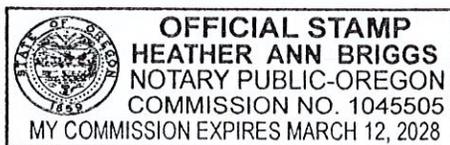
State of OREGON

County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of July 2025
by Wayne L. Millerd

Heather Ann Briggs
Notary

My commission expires: 03/12/2028



City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7221-AB-00701 & 00703
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Shawn Vigoren
Owner's Signature

SHAWN VIGOREN
Owner Printed

Owner Address _____
834 EAST 2ND STREET
RAINIER, OR 97048

Lorie Vigoren
Co-Owner's Signature

LORIE VIGOREN
Co-Owner Printed

Co-Owner Address _____
834 EAST 2ND STREET
RAINIER, OR 97048

Notary Section
(all signatures must be notarized to be valid)

State of OREGON

County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of July 2025
by Shawn Vigoren and Lorie Vigoren

Heather Ann Briggs
Notary

My commission expires: 03/12/2028

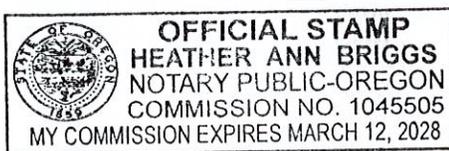
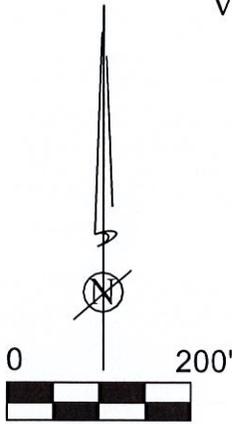
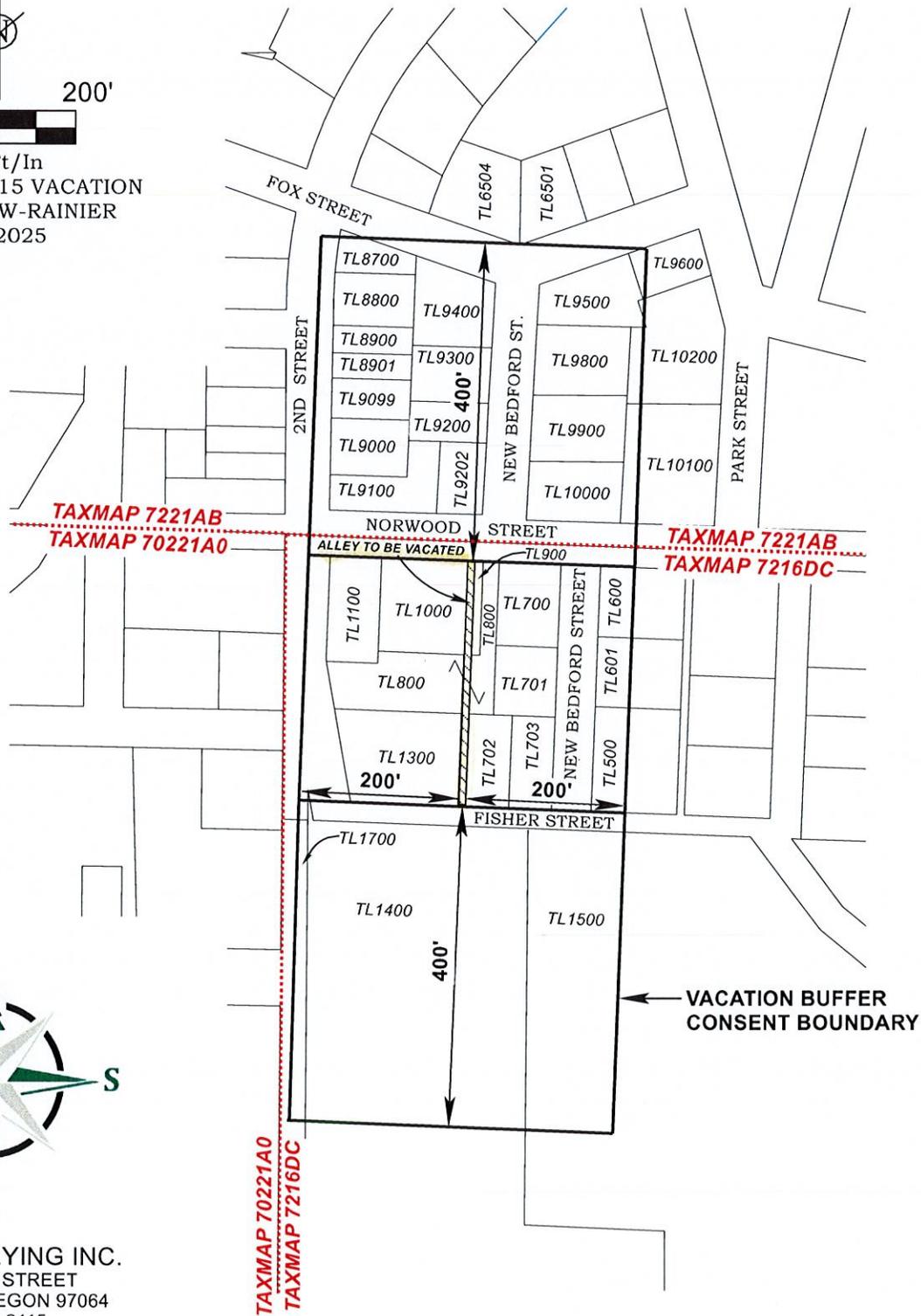


EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

**City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1**

By executing this document, I/we the owner/s of Tax Lot(s) 7216-DC-09900
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Judith Faulkner
Owner's Signature

JUDITH FAULKNER
Owner Printed

Owner Address _____
PO BOX 214
RAINIER, OR 97048

Teresa Bentley
Co-Owner's Signature

TERESA BENTLEY
Co-Owner Printed

Co-Owner Address _____
PO BOX 214
RAINIER, OR 97048

**Notary Section
(all signatures must be notarized to be valid)**

State of OREGON

County of COLUMBIA

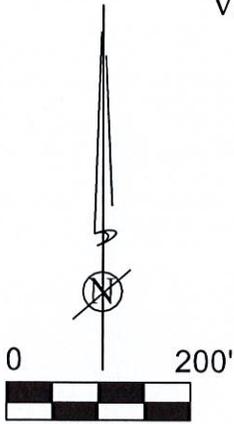
This instrument was acknowledged before me on this 2nd day of July 2025
by Judith Faulkner and Teresa Bentley

Heather Ann Briggs
Notary

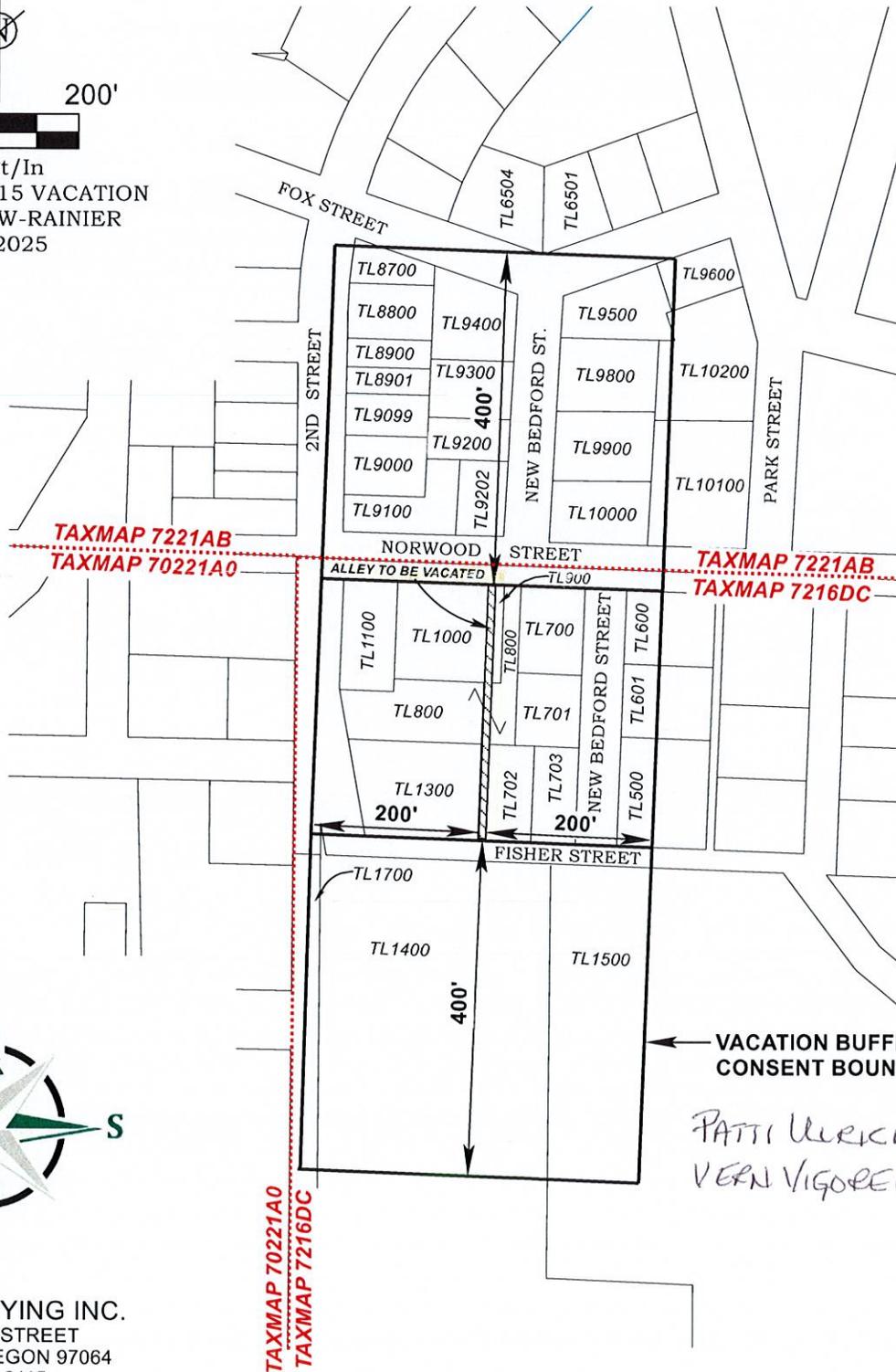
My commission expires: 03/12/2028



EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



VACATION BUFFER
 CONSENT BOUNDARY

PATTI ULRICH 503-410-1746
 VERN VIGOREN

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

City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7216-DC-09202
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Junior Greer
Owner's Signature

JUNIOR GREER

Owner Printed

Owner Address _____

205 NORWOOD STREET

RAINIER, OR 97048

Shirley Greer
Co-Owner's Signature

SHIRLEY M. GREER

Co-Owner Printed

Co-Owner Address _____

205 NORWOOD STREET

RAINIER, OR 97048

Notary Section

(all signatures must be notarized to be valid)

State of OREGON

County of COLUMBIA

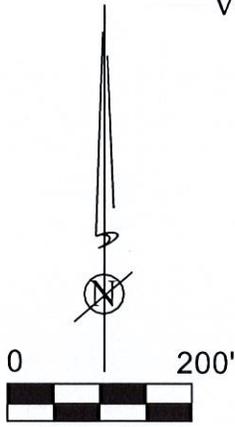
This instrument was acknowledged before me on this 2nd day of JULY 2025
by Junior Greer and Shirley M. Greer

Heather Ann Briggs
Notary

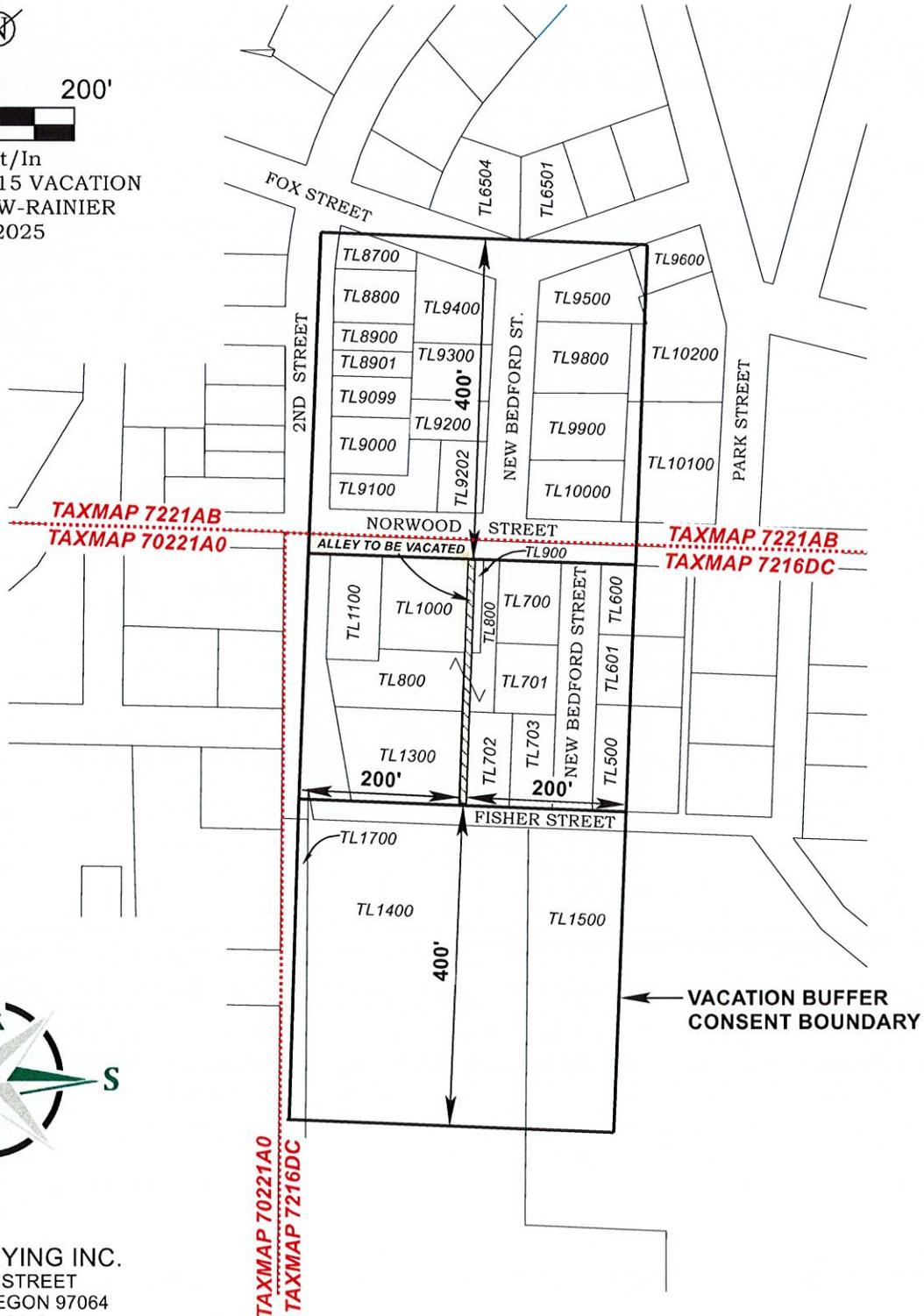
My commission expires: 03/12/2028



EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
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 CITY OF RAINIER,
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200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7221-AB-01500
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

DALE WITHAM
Owner's Signature

DALE WITHAM
Owner Printed

Owner Address
26970 HAMMOND DRIVE
RAINIER, OR 97048-2814

CATHY WITHAM
Co-Owner's Signature

CATHY WITHAM
Co-Owner Printed

Co-Owner Address
26970 HAMMOND DRIVE
RAINIER, OR 97048-2814

Notary Section
(all signatures must be notarized to be valid)

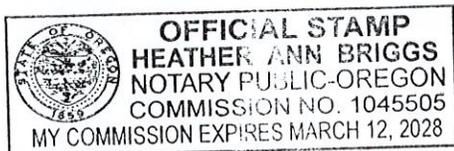
State of OREGON

County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of July 2025
by Dale Witham and Cathy Witham

Heather Ann Briggs
Notary

My commission expires: 03/12/2028



City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7221-AB-01700
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Dale R. Gallien
Owner's Signature

DALE R. GALLIEN
Owner Printed

Owner Address _____
PO BOX 905
RAINIER, OR 97048

Gail A. Gallien
Co-Owner's Signature

GAIL A. GALLIEN
Co-Owner Printed

Co-Owner Address _____
PO BOX 905
RAINIER, OR 97048

Notary Section
(all signatures must be notarized to be valid)

State of OREGON

County of COLUMBIA

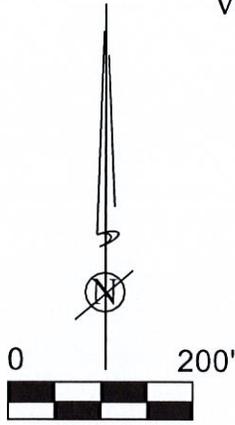
This instrument was acknowledged before me on this 2nd day of July 2025
by Dale R. Gallien and Gail A Gallien

Heather Ann Briggs
Notary

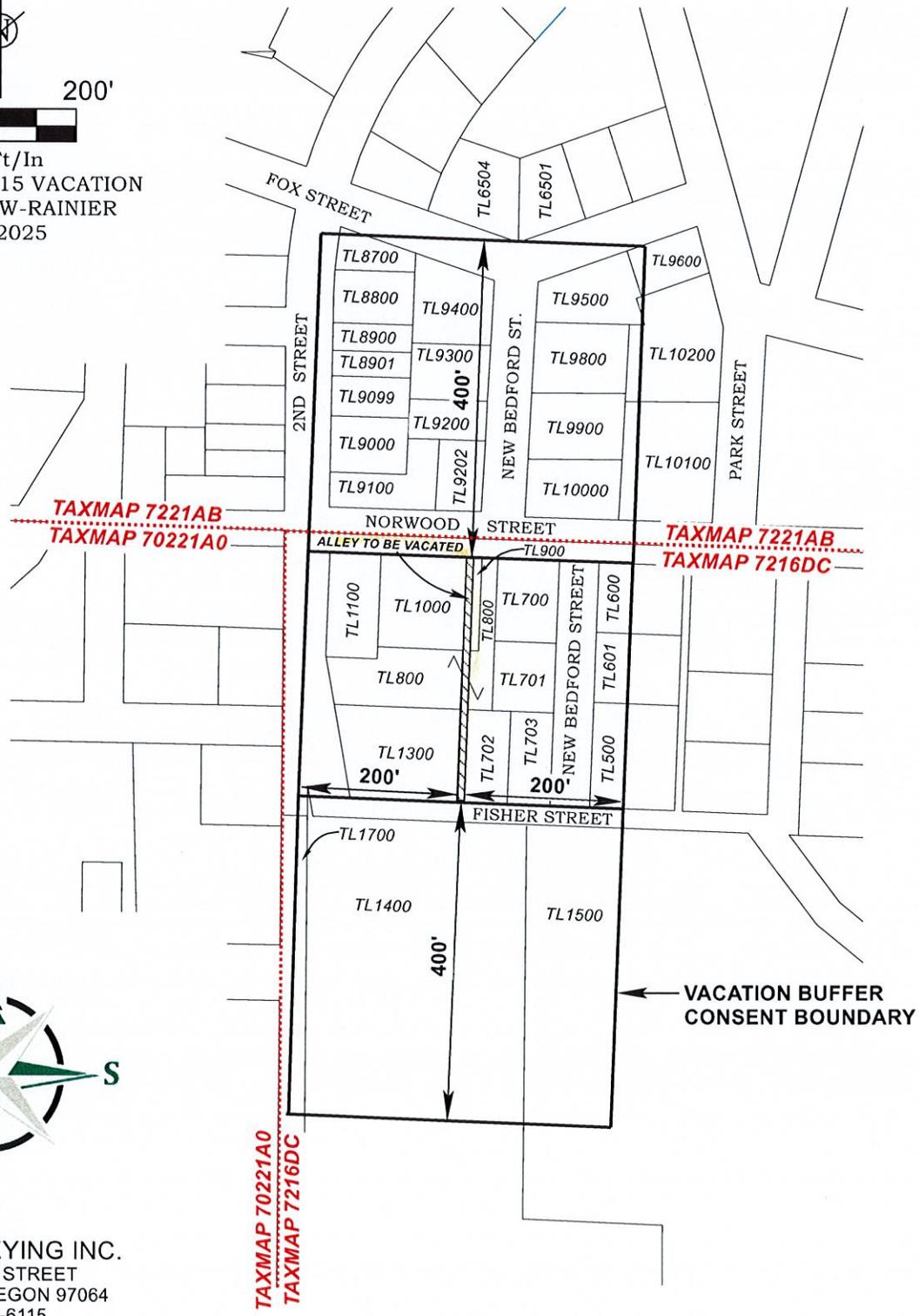
My commission expires: 03/12/2028



EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7221-AB-01400
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Dale R. Gallien
Owner's Signature

Co-Owner's Signature

DALE R. GALLIEN
Owner Printed

Co-Owner Printed

Owner Address _____
PO BOX 905
RAINIER, OR 97048

Co-Owner Address _____

Notary Section
(all signatures must be notarized to be valid)

State of OREGON
County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of JULY 2025
by Dale R. Gallien

Heather Ann Briggs
Notary

My commission expires: 03/12/2028

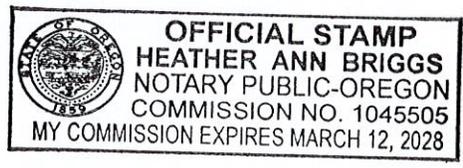
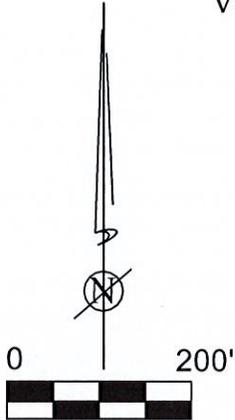
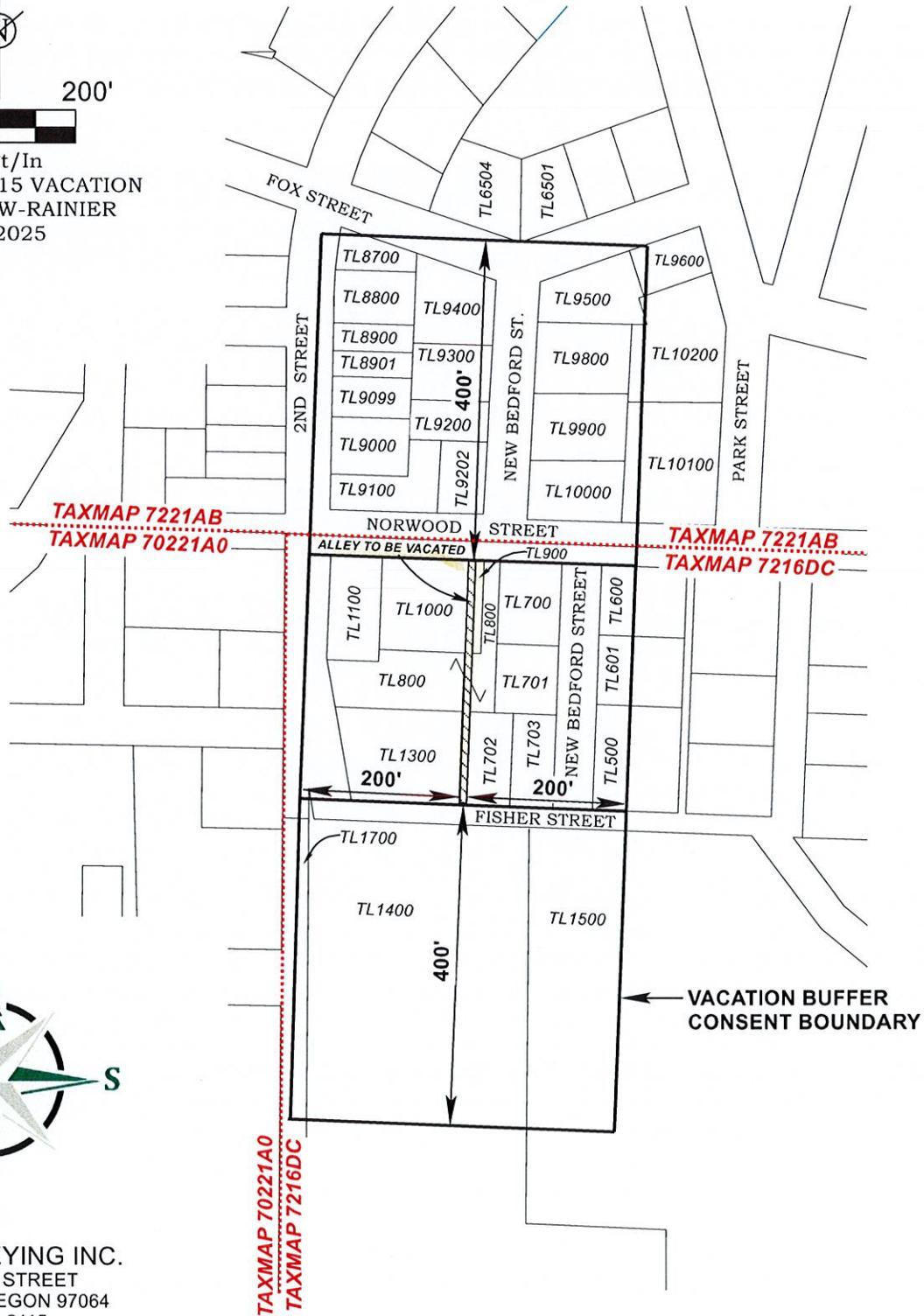


EXHIBIT FOR
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 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

**City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1**

By executing this document, I/we the owner/s of Tax Lot(s) 7216-DC-10000
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A

Owner's Signature

ZAQUEO CAZARES JR.

Owner Printed

Owner Address

305 EAST NORWOOD STREET

RAINIER, OR 97048

Co-Owner's Signature

ALANNA L. PEARSON

Co-Owner Printed

Co-Owner Address

305 EAST NORWOOD STREET

RAINIER, OR 97048

**Notary Section
(all signatures must be notarized to be valid)**

State of OREGON

County of COLUMBIA

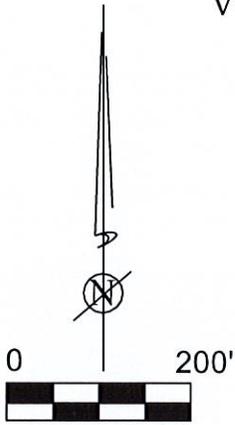
This instrument was acknowledged before me on this _____ day of _____ 20__

by _____

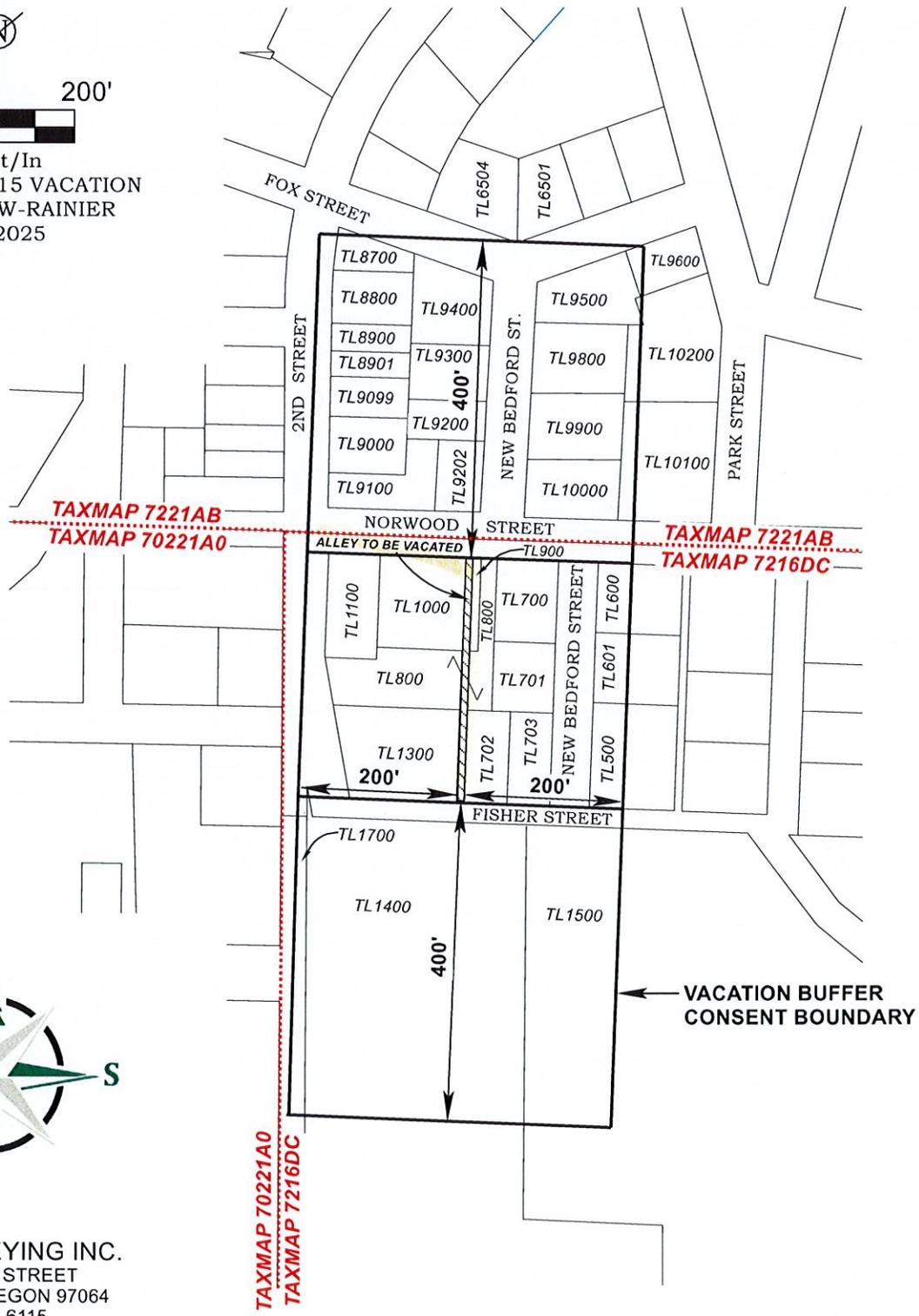
Notary

My commission expires: _____

EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025

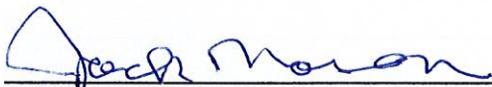


K.L.S. SURVEYING INC.
 1224 ALDER STREET
 VERNONIA, OREGON 97064
 (503) 429-6115

City of Rainier
Consent of Abutting and/or Affected Property Owners
Exhibit A 1

By executing this document, I/we the owner/s of Tax Lot(s) 7216-DC-09500 & 09800
abutting or adjacent to that portion of Street and or Alley of the City of Rainier to be
vacated as described below, consent to the vacation of such ground.

See Exhibit A



Owner's Signature

JACK L. MASON

Owner Printed

Owner Address _____

713 NEW BEDFOR STREET

RAINIER, OR 97048

Co-Owner's Signature

Co-Owner Printed

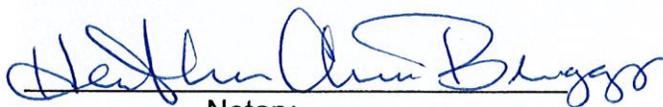
Co-Owner Address _____

Notary Section
(all signatures must be notarized to be valid)

State of OREGON

County of COLUMBIA

This instrument was acknowledged before me on this 2nd day of JULY 2025
by Jack L. Mason



Notary

My commission expires: 03/12/2028

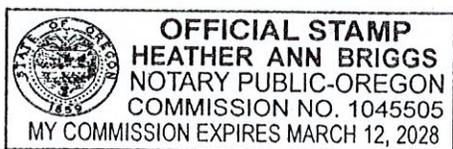
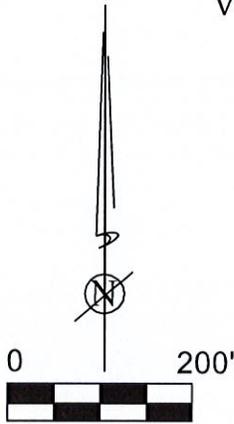
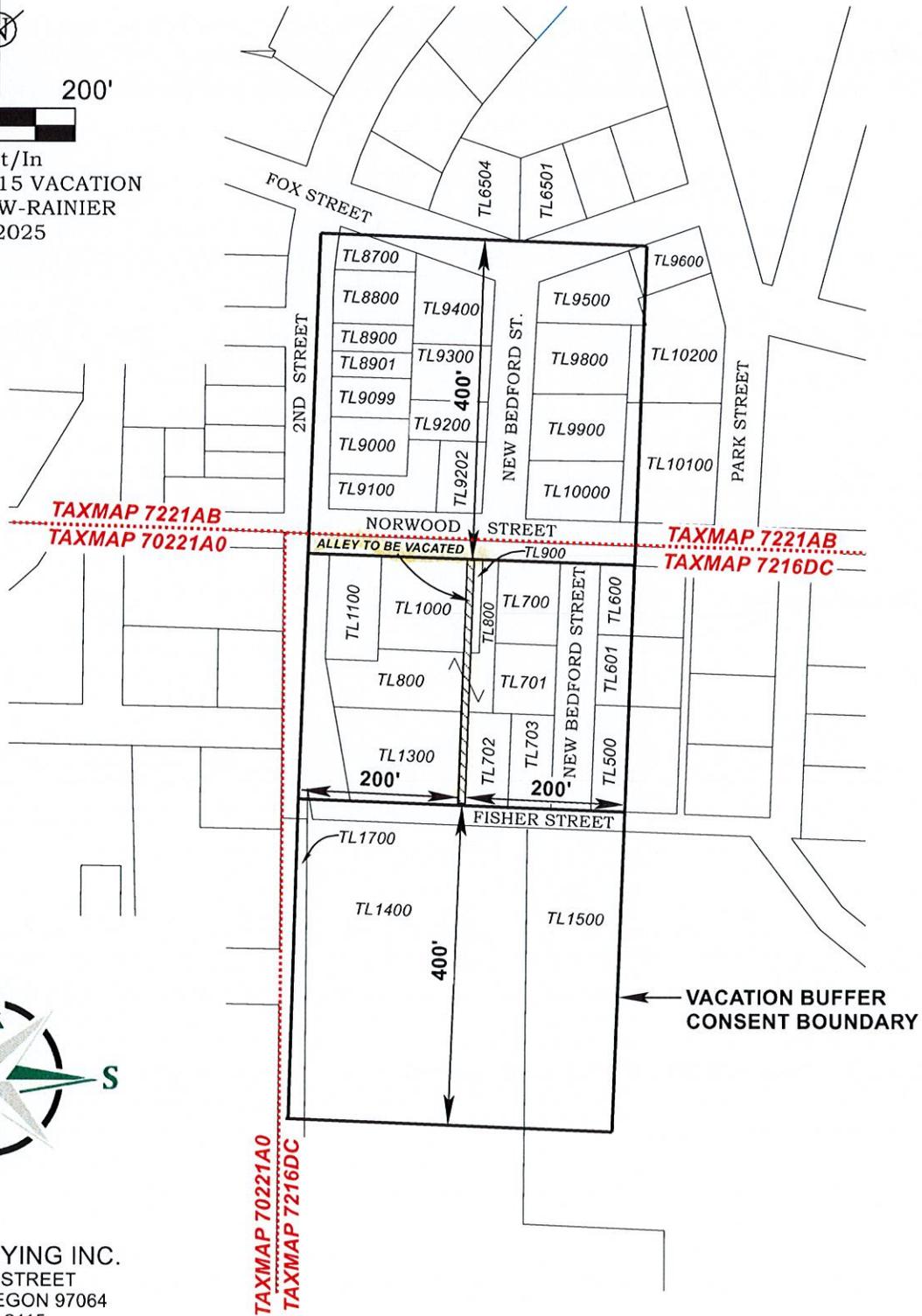


EXHIBIT FOR
 VACATION BUFFER CONSENT BOUNDARY
 IN THE SE 1/4 OF SECTION 16
 AND THE NE 1/4 OF SECTION 21,
 T7N, R2W, W.M.,
 CITY OF RAINIER,
 COLUMBIA COUNTY, OREGON



200 Ft/In
 DWG NO. 24-315 VACATION
 JOB NO. CRW-RAINIER
 6-12-2025



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

Agreement

between

City of Rainier

and

Chauffeurs, Teamsters, & Helpers
Local 58 - Rainier Police

Effective from July 1, 2025 to June 30, 2027

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PREAMBLE

This Agreement is entered into by and between the City of Rainier, Oregon, hereinafter referred to as the "City" or the "Employer" and Chauffeurs, Teamsters & Helpers, Local 58, hereinafter referred to as the "Union."

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 who work less than ninety (90) days per year, 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. Unless otherwise provided for by this Agreement, the Employer may establish, revise, and implement standards for performance, discipline, quality of work, qualifications, safety, materials, equipment, uniforms, appearances, methods and procedures without further bargaining obligation. 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. *[Bargaining note: like PW CBA]*

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, or, alternatively, in the case of non-members, a monthly "in-lieu-of-dues payment," as defined above, subject to applicable law. 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 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, Veteran status or Disabled Veteran status, or other legally protected status unless based on bona fide occupational qualification or requirement.

ARTICLE 7 – DISCIPLINE

Section 1. The Employer agrees to act in good faith in the discipline of any employee consistent with ORS 243.808, Law Enforcement Commission Standards, and applicable law. Depending on the severity of the violation involved and the employee's past record, formal disciplinary action may include but not be limited to; written reprimand, disciplinary transfer, suspension without pay, loss of pay or privileges, demotion, or termination. Subject to applicable law, 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. Counseling documents will be in writing and provided to the employee, requesting confirmation of receipt. Employee may provide a written rebuttal to any counseling within 14 calendar days of delivery, and such will be added to the counseling record. Counseling and 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. Counseling and verbal reprimands are not subject to the grievance procedure provided in Article 8 of this Agreement.

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.

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. Should an investigation exceed 180 days from notice to the employee, the City will provide the employee and Union a reasonable explanation and estimated time for completion. This provision does not apply if criminal charges are pending.

Section 4. Pre-disciplinary meeting: 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. The pre-disciplinary meeting will also serve as a name clearing opportunity.

Section 5. Imposition of formal discipline will be done in a private setting. When a decision

is made on the matter, the City Administrator shall notify the employee of such decision as soon as reasonably possible. Formal disciplinary actions, as listed above, will be given to the employee and the Union in writing with explanation of findings, conduct, application of aggravating and mitigating circumstances and sanction, if any.

Section 6. The City will adhere to maintaining personnel records for police officers as required by statute.

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 five (5) days from the date of the occurrence of the event which originally precipitated the grievance or within five (5) 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 within fourteen (14) 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 City Administrator will have 14 days from receipt of the Step 2 grievance to respond in writing to the employee and Union. The parties are open to meet in person prior to the response to discuss the grievance.

If the matter is not resolved with the City Manager's Step 2 response, the parties may agree mutually to mediation using an ERB mediator. If so, the parties agree to meet in good faith within 90 days.

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 the date of filing for mediation, unless otherwise agreed.

Step 4. If the matter is not resolved at Step 3, the Union may, within seven (7) days of the receipt of the City Administrator's decision in Step 3, provide written notice to the City of its desire to refer the matter to binding arbitration for a hearing and final decision.

For grievances involving discipline of a sworn officer, the Union will request and select an arbitrator from the Employment Relations Board consistent with ORS 243.808 and ERB rule.

For all other grievances, if the City and Union cannot agree to a mutual arbitrator, either party may request a list of seven (7) Arbitrators from ERB. Within ten (10) days of receiving the list of Arbitrators the parties shall meet and alternately strike names from the list until one (1) name remains. The remaining name shall be designated. The party requesting the list of Arbitrators from ERB shall be the first (1st) to strike a name from the list.

The Arbitrator will 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. For grievances involving discipline imposed on a sworn officer as defined in Article 7, the arbitrator is bound to the just cause standards defined in Article 7 and as set forth in ORS 243.808 through 243.812, LESC rules, and applicable law.

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, subject to applicable law.

Section 2. The City and the Union shall pay the costs incurred in presenting their own cases under this Article as well as the expenses, if any, for their respective representatives. 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, considered years of service since last date of hire for this section, shall prevail in the preference of scheduling of vacations, compensatory time and holiday time off; provided such preference does not cause mis-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 and part-time employees, in a given classification, shall be laid off prior to the layoff of any regular full-time employees in that classification.

In determining the order of layoff and recall of regular full-time employees, within a classification, the City shall consider the 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 reserve officers.

ARTICLE 10 – PROBATIONARY PERIOD

Section 1. All original and new appointments shall be tentative and subject to a probationary period consistent with the City's Personnel Policies and Procedures Handbook, then in affect.

Section 2. During an original appointment probationary period, a probationary employee is considered "at-will" and may be terminated at any time without recourse to the grievance procedure of this Agreement.

Section 3. *Promotional Probation Period.*

During the promotional probationary period of six (6) months (180 days from date of promotion), the promoted employee may be demoted at any time without recourse to the grievance procedure. The employee shall have reinstatement rights to the position from which promoted, however, even though this may necessitate the layoff of the employee in the promoted employee's former position.

Section 4. *New Hire Probationary Period.*

The initial probation period for new hire sworn personnel/police officer employees shall be for a period of 18 months (540 days) (12 months/365 for a lateral hire) and for a period of six (6) months for other employees. A lateral hire is an officer with 5 or more years of Oregon law enforcement certification and experience with another Oregon law enforcement jurisdiction. A lateral hire may be placed at a step on the wage scale commensurate to their years of law enforcement certification.

A police officer lateral hire will serve a 12-month probationary period. A lateral hire is a candidate who is a DPSST-certified law enforcement officer, or Washington State equivalent as determined by the City, with a least five (5) years of continuous experience with a prior law enforcement agency at the time of application. A lateral hire may be placed at a step on the wage scale commensurate to their years of law enforcement certification. A new hire lateral hire will be placed on the vacation accrual tier corresponding to their years of continuous law enforcement certification.

The probationary period serves as a period of observation to determine an employee's skill and qualification for the position. In the event an employee is on an approved leave of absence for an extended period of time in excess of 15 calendar days during the probationary period, the City may toll the duration of the probationary period accordingly in order to account for a full observation, subject to any restrictions provided by applicable law.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

Section 1. The work week, to the extent consistent with the operating requirements of the department, shall consist of one (1) of the following and shall be from Saturday through Friday:

Five (5) consecutive eight (8) hour work days scheduled by the department head or the supervisor, and two (2) consecutive days off, if on a 5/8 schedule.

Four (4) consecutive ten (10) hour work days scheduled by the department head or the supervisor, and three consecutive days off, if on a 4/10 schedule.

The City will give 15 days' notice prior to changing schedules (i.e. 5/8's to 4/10's or vice versa).

Shifts will be rotated every four (4) months. An employee will be not required to work for 16 hours between the shift rotation from days to graveyard, or vice versa. In such event, the employee may take leave using vacation, comp or floating holiday, or unpaid leave if such leaves are not accrued.

Employees may trade a shift during the work-week upon approval of the supervisor. Shift trades act as if the employee worked on the their normally scheduled day, however, the employee will be required to note a shift trade on their time sheet for recordkeeping purposes. Trades will not result in overtime to the City for work performed during the regular hours of the shift trade.

Section 2. Employees, required to work in excess of forty (40) hours in a workweek, shall be compensated for such time at the rate of time and one-half (1½) 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 by Article 12, do not count as hours worked for the purposes of overtime calculations. No officer shall be required to work over sixteen (16) hours in any one shift unless due to a major incident.

Section 3. An employee may choose to be paid in compensatory time off or pay for overtime worked. An employee may accumulate up to a maximum of one hundred sixty (160) hours of compensatory time unless there is mutual agreement between the City and employee to exceed the one hundred sixty (160) hour limit. However, the City retains the option to buy out such bank of hours down to forty (40) on July 15 of each year. Scheduling of compensatory time off must be by mutual agreement between the employee and their supervisor.

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

Section 5. *Call-back Time.*

Call-back time shall be approved by the supervisor in writing unless preauthorized as part of an on-call assignment. Call-back time shall be paid at a minimum of three (3) hours at the rate of time and one-half (1 ½) the employee's regular rate of pay. This provision applies only to full-time employees. 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. An occasion phone/text communication of less than 5 minutes is considered insubstantial and di minimus and not compensable, unless multiple successive calls and extended duration are logged.

Section 6. *Staff meetings.*

The Employer shall be permitted to call mandatory attendance staff meetings. Employees shall be compensated for all time in mandatory attendance with a minimum of one (1) hour at the employee's applicable straight time rate of pay or at time and one-half, if applicable. Except in cases of emergency or other circumstances warranting shorter notification, three (3) days prior notification of meeting time and dates shall be provided to the employees.

Section 7. *Court time.*

An employee who is required, in the performance of their work, to report to court outside their regular shift, shall be paid for all time with a minimum of two (2) hours at time and one-half (1½) the employee's regular rate for an appearance in Municipal or Circuit Court. Provisions of this section apply only to full-time employees.

Section 8. *On-call time.*

Employees placed on-call shall receive thirty percent (30%) of the employee's regular hourly rate of pay with a minimum of two (2) hours of regular pay. (for example: first two hours is two hours of regular pay and any time thereafter is 30% of regular hourly rate). If an employee is required to report to work while on-call, the employee shall be compensated according to Section 5. "Call-back Time" of this Article. Employee will not be paid for any compensation under this section for time on call back under Section 5.

When the Department is staffed at a minimum of five (5) sworn officers who are available to report to duty without restrictions, the maximum on-call assignment per week for any individual officer is limited to twenty (20) hours per week, unless an employee volunteers for additional assignment.

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 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
- Juneteenth – June 19
- Independence Day, July 4
- Labor Day, First Monday in September
- Veteran's Day, November 11
- Thanksgiving Day, Fourth Thursday in November
- Christmas Day, December 25

Holidays are paid at 10 hours when on 10-hour shifts, and 8 hours when on 8-hour shifts.

In addition to the above, regular employees receive four (4) floating holidays per fiscal year, with pay. Each floating holiday is equal to the employee's number of regularly scheduled shift hours. 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 (non-shift) workweek, shall observe the legal holiday as follows:

1. Whenever a legal holiday falls upon a Saturday, the preceding Friday shall be observed as the paid holiday.
2. Whenever a legal holiday falls upon a Sunday, the following Monday shall be observed as the paid holiday.

Section 3. An employee, who works on a recognized holiday, shall receive their normal straight time holiday pay plus time and one-half (1 ½) 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:

<u>Completed Year of Service:</u>	<u>Per Month:</u>
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.

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

Section 3. Probationary employees shall not be eligible for vacation leave until 12 months of employment for an entry level new hire, or 180 days for a lateral new hire. Once passing probation, employees will be credited the equivalent vacation hours from date of hire.

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

Section 5. Employees with more than two hundred forty (240) hours of accrued vacation on June 30, of any year, are required to use those hours in excess of two hundred forty (240) prior to October 1 of that year. If an employee, in jeopardy of losing excess accrued vacation, requests to take such vacation, and the supervisor is unable, due to workload, to accommodate such request between July 1 and September 30, the City shall pay the employee for the unused excess vacation.

Section 6. Employees may sign up for priority vacations. Sign up for priority vacations will be during the months of January and February. *(note: This is intended for employees who want to secure longer vacations or special events for the calendar year)* Duplicate request shall be resolved by seniority. Seniority may be used only once per calendar year. If a priority vacation that has been approved is subsequently revoked due to operational need, but excluding emergencies declared by the Mayor, the employee will be paid time and one-half the employee's hourly rate for hours worked that would have been taken as vacation time.

Other Vacation Requests: Other requests for vacation 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 City employment, unused but accrued vacation, up to the maximum allowed in Section 4 above, may at the employee's option, be paid in a lump sum to the employee or his estate in the event of his death.

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.

The City will follow provisions of "Paid Leave Oregon" as administered by the State without

further bargaining obligation. The City participates in Paid Leave Oregon, and employees will pay their statutory obligations through payroll deductions.

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, with a minimum accrual consistent with Oregon Paid Sick Leave law or other applicable law. 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. 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 as permitted by applicable law (Oregon Sick Leave law, etc).

Section 4. Employees shall be charged sick leave hour for 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, the employee shall report the absence to the appropriate supervisor, at the earliest possible time. Sick leave, with pay, in excess of three (3) working days may result in the City's requiring a written statement from a physician certifying that the employee's condition prevented them 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 may apply up to one-half (1/2) of the monetary value of accumulated sick leave in determining final average salary in accordance with ORS 238.350. Note: This provision only applies to Tier I and II.

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 employee may apply to the City Administrator for a disability leave of absence, without pay, and without City-paid benefits, for a maximum period of nine (9) months.

Section 9. Coordination with Worker's Compensation payments: Employees retain their worker's compensation benefit 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 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 their leave banks, the employee will be placed on leave without pay and will retain workers compensation payments subject to carrier determinations. Employees may be placed on light duty, subject to medical release, at the discretion of the City. When an employee is receiving worker's compensation benefits and not working, the employee may request a waiver of insurance premiums from OTET. If waiver is not provided, employees must meet eligibility requirements provided by this CBA to receive continued payment of coverage by the City. In the alternative, the employee is eligible for COBRA coverage at the employee's expense.

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 shall recover the amount of salary overpayment through payroll deduction or direct payment by the employee. In case of a financial hardship, the City and employee will work 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. 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, aunt or uncle, or an individual acting in loco parentis.

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. Use of bereavement leave must be within 60 days of passing of the family member or extended by mutual agreement.

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 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.*

Effective July 1, 2025, or upon execution, the later of either, Step 1 of the employee's wage scale will be adjusted by 3% rounded to the nearest hundredth.

Effective January 1, 2026, Step 1 of the employee's salary scale will be adjusted by 1.5% rounded to the nearest hundredth.

Effective July 1, 2026, Step 1 of the employee's wage scale will be adjusted by 4% rounded to the nearest hundredth.

Steps are 5% apart.

The City generally conducts yearly evaluations.

New employees will be placed on the wage schedule at the step level agreed to by the City based on education, training and experience. Employees will move annually on the salary schedule based on an overall satisfactory yearly evaluation. The physical fitness category, Article 26, will not be considered a factor of yearly evaluation. Denial of a step increase is subject to the grievance process.

Section 2. *Incentives.*

A. Employees shall receive the following incentives per pay period in addition to the employee's regular rate of pay.

DPSST Certification (Non-cumulative)

Intermediate 3% base hourly rate

Advanced 6% base hourly rate

B. Subject to pre-approval by the Chief of Police and operational need, employees may be eligible to receive an additional incentive pay of 1% base hourly rate per pay period for the following certifications up to a maximum of 1%. Certification pay is limited such that the City will not pay this incentive for two employees having the same certification. If two employees have the same certification, only one employee is eligible to receive it based on seniority of certification date while in the Department.

Firearms Instructor, or Defensive Tactics Instructor, or FST Instructor or Use of Force Instructor or Taser Instructor.

Section 3. The City shall participate in the Public Employees Retirement System and pay both the employer and employee contributions to PERS as permitted by law.

Section 4. *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% base hourly rate per pay period. Effective July 2023, the premium will change to 2%.

ARTICLE 18 – HEALTH AND WELFARE

Section 1. The City shall pay to the Oregon Teamsters Employers Trust each month the rate of contribution as established by the Trustees to support the benefits provided by the following programs for each qualified employee who is compensated for eighty (80) hours or more in the prior month. For fiscal years 24/25, 25/26, and 26/27, the City will contribute up to \$26.10 per month for R-3 coverage for each full time employee.

Medical Plan F-W
Dental Plan D-6
Vision Plan V-4

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. Cost sharing monthly premiums between the City and the Union shall be subject to the following conditions:

The City shall pay ninety-five percent (95%) of the monthly cost of the Health and Welfare Plan and the employee shall pay five percent (5%).

The employee's share, if required, shall be deducted monthly from the employee's pay on a pre-tax basis.

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. If an employee is deceased while working and in the line of duty, the employer will pay an additional five thousand (\$5,000) dollars total to the beneficiary/s of the life insurance policy.

Section 4. Employees hired after February 1, 2013 who are scheduled less than forty hours per week but at least twenty hours per week and elect to have insurance coverage through the

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City will contribute a pro-rated amount toward the monthly premiums based on budget FTE. For example, if an employee works twenty hours per week and is on a plan that the City contributes 95% for full time employees, the City will contribute 47.5% toward the employee's monthly premium.

Section 5. Voluntary Employee Beneficiary Account (VEBA): 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 \$75 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 standard IRS mileage allowance.

Section 2. The City agrees to provide reasonable expenses in advance when requested by the employee for the meals and/or lodging when they are out of town at authorized meetings, classes, seminars or official business. Receipts may be required.

Requests for advancements are to be made as soon as arrangements are confirmed. An attempt will be made to give notice as soon as possible. The checks will be issued no less than 24 hours prior to departure.

In the event there is no request for a check in advance, the employee is to bring back receipts to be reimbursed by the City.

Section 3. All overnight travel time to and from City-approved meetings, classes or training seminars, will be considered time worked and will be paid for at the appropriate rate subject to BOLI and FLSA regulation.

ARTICLE 20 – TRAINING AND DEVELOPMENT

Section 1. City Approved Job Related Training: 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 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).

Section 2: Educational Assistance for Bona College Courses: Reimbursement of tuition costs may

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be made to employees, who receive prior written authorization for the job related training by the City, upon evidence of satisfactory completion of training and subject to Grade of A, B, C, or equivalent consistent with City policy. Employees will normally be required to pay tuition costs themselves, prior to taking a course.

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

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. Said notice of new position shall clearly set forth the job description for the position. The City if not precluded from posting job opportunities externally at any time.

ARTICLE 22 – PERSONNEL FILES

Section 1. An employee may review their personnel file at reasonable times 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.

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. 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 the use or effects of alcohol on duty.

However, random testing may be required of any safety sensitive employee. *Note: The City considers sworn officer positions as safety sensitive.*

Section 2. Testing under this Article shall be conducted by a laboratory mutually agreed upon in advance by the City and the Union.

ARTICLE 26 – FITNESS INCENTIVE

Section 1. *Policy and Purpose.*

It is the policy of the City and the purpose of this program to enhance the public image of the law enforcement profession and to provide regular full-time employees with the Police Department with the opportunity and incentive to maintain and improve their job skills and performance.

Section 2. *Physical Fitness.*

All officers are required to take one of the physical fitness tests set forth below. The tests will be given annually, prior to July 1.

The tests to be used are the ORPAT or Cooper Standard

ORPAT – An officer who performs the ORPAT Test at or below five minutes and thirty seconds will receive an additional incentive of two and one-half percent (2.5%) base wage per month during the term of this Agreement providing the officer meets the physical fitness standards annually.

An officer who performs the ORPAT Test at or below four minutes and forty seconds will receive an additional incentive of four percent (4%) base wage per month during the term of this Agreement providing the officer meets the physical fitness standards annually.

A copy of the Oregon Physical Abilities Test (ORPAT) description is attached to this agreement.

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Cooper Standard

1.5 mile run/walk

Push-ups

Sit-ups

Sit and Reach

Appendix "A" sets out the tests and incremental steps including a commentary on administrating the tests.

The 1.5 mile run/walk test is mandatory. An officer may elect to take two (2) out of three (3) of the other tests.

In order for an officer to pass the physical fitness requirements above, they must meet a minimum fitness of sixty (60) percentile in Appendix "A". Passing means passing all tests at sixty (60) percentile.

An officer, who performs the Cooper Standard Test at the sixty (60) percentile level, will receive two and one-half percent (2.5%) per month during the term of this agreement providing the officer meets the physical fitness standards annually. Officers performing at the seventy (70) percentile level will receive four percent (4%) per month during the term of this Agreement providing the officer meets the physical fitness standards annually.

The increase will be figured on the officer's base pay of rank and grade. Officers will not be re-tested until the next annual test at which time they will again have to meet physical fitness standards to maintain incentive pay. The pay increase shall be effective on July 1 of each year for the officers who pass the annual test. Passage of the test at any other time will result in a pay raise which shall be effective on the date a successful score is achieved.

Section 3. *Accident or Injury.*

An officer shall not be disqualified due to any temporary physical injury, illness, accident, or injury that results in a doctor's prohibition of exercise. The prohibition of exercise must specify exactly which tests under this Article the officer is unable to perform. All tests, not specified, must be performed at the officer's current established performance level. Upon reinstatement by the doctor, employees shall have reasonable length of time to re-qualify, as determined by the fitness evaluation committee.

ARTICLE 27 – 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 are unlawful or declared invalid or inoperative by a court of competent jurisdiction, a legislative body or administrative agency.

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Should any provision of this Agreement and/or any attachments hereto unlawful or 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 restrained by such entity, the remainder of this Agreement and/or attachments hereto shall not be affected thereby, 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 consistent with ORS 243.702.

Section 2. Existing Conditions.

City proposed changes in mandatory conditions of employment not covered by the terms and provisions of this Agreement are subject to negotiations between the City and the Union in accordance with ORS 243.698. The Union acknowledges that matters of employment relations not covered by this agreement are not subject to further bargaining obligations unless brought forth by the employer under ORS 243.698 or by change of law under ORS 243.702.

ARTICLE 28 – POLICE DEPARTMENT TRAINING REIMBURSEMENT

Section 1. For employees hired after August 15, 1998, the City shall require those employees to reimburse the City up to two thousand five hundred dollars (\$2,500.00) or the actual cost of the Academy class (unless otherwise covered by ORS 181.695); whichever is less, towards the City's expense of sending an employee to the Police Academy, if the employee voluntarily terminates employment within the employee's first two (2) years of employment, unless such costs are otherwise covered by ORS 181A.620.

ARTICLE 29 – CRITICAL INCIDENT

Section 1. The City agrees to include a Critical Incident Policy in the department's Standard Operating Procedures manual whereby three (3) counseling sessions, at the City's expense, with a counselor of the employee's choosing. In the event a medical provider recommends additional counseling, the City will pay the employee's co-insurance amount, as determined by the insurance provider, for up to ten (10) sessions in total. The SOP will allow up to five (5) days sick leave with a recommendation from the employee's counselor or medical physician.

Section 2. Employees involved in the use of deadly force or force that causes serious bodily harm, shall be advised of their rights to and shall be allowed to consult with a Union representative or an attorney prior to being required to give an oral or written statement about the use of force, not including a public safety statement. In addition, the employee may be requested to participate in a walk-through of the scene. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement or walk through.

ARTICLE 30 – UNIFORMS AND EQUIPMENT

Section 1. For employees required to wear a uniform the City will provide items including pants, shirts, tie, turtle neck shirt, jacket, rain gear, boots, hat, one security level III holster (black basket weave), one double magazine pouch (black basket weave), one (1) Sig Sauer 40-caliber semi-automatic pistol and three (3) 40-caliber magazines. The City may from time to time modify the style of uniform and materials and will provide replacement items to effect such change.

The City may from time to time modify the style of types of equipment and will provide replacement items to effect such change. The City shall also provide bullet proof vests and shall replace such vests at intervals as recommended by the manufacturer or as new technology becomes available.

ARTICLE 31 – TERMINATION

Section 1. This Agreement shall become effective upon execution and shall remain in full force and effect through June 30, 2027. 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 February 15 prior to its subsequent anniversary date.

DATED THIS _____ DAY OF _____ 2025.

FOR: THE CITY OF RAINIER

FOR: TEAMSTERS LOCAL NO. 58

BY: _____

BY: _____

Jerry Cole, Mayor

Justin Baptista, Business Representative

Attested By:

Scott Jorgensen, City Administrator

SCHEDULE A – MONTHLY WAGE SCALE

- The hourly rate of pay is based on a 2080 hour regular schedule.
- Employees are paid monthly based on a 2080 hour regular schedule.
- Steps are 5% apart

7/1/2025

3% COLA

STEPS

	1	2	3	4	5	6
Police Officer	4983	5232	5494	5769	6057	6360

1/1/2026

1.5% COLA

STEPS

	1	2	3	4	5	6
Police Officer	5058	5311	5577	5856	6149	6456

7/1/2026

4% COLA

STEPS

	1	2	3	4	5	6
Police Officer	5260	5523	5799	6089	6393	6713

SCHEDULE B – ORPAT

(Oregon Physical Abilities Test)

The Oregon Physical Abilities Test (ORPAT) is a hybrid physical ability-job sample physical ability assessment process designed to evaluate entry level police officer candidates on the essential physical capacities required to satisfactorily perform their job duties. ORPAT was originally based on data taken from the Canadian RCMP PARE research and tests as well as multiple Job Task Analysis (JTA's) for the Oregon police, and corrections officers.

ORPAT was designed to replicate critical and essential physical tasks and demands faced by police officers in the normal performance of their duties. Both specific tasks and overall physical demands are replicated in the ORPAT through the use of a carefully designed and validated, times "obstacle course."

Part One-Mobility Run

The ORPAT consists of a 1235-foot obstacle run where the officer must demonstrate essential, job related physical abilities such as mobility, agility, flexibility, power and general physical endurance.

1. From the course start cone the officer runs to the outside of the marked course towards the first obstacle the balance beam. The officer must cross the beam in a controlled manner. If the officer falls off the beam the officer must go back to the start cone and renegotiate the beam.
2. The officer goes around the next cone and turns right running towards the second obstacle, the officer must jump across a five foot obstacle (mat). The officer must successfully get all the way across the five foot jump. If the officer hits any part of the five foot mat the first penalty is free the second one is a 5 second penalty.
3. The officer goes around the next cone and turns left running towards the third obstacle, the stair simulator. The officer must run up and down the stairs hitting at least two steps on the way up and two steps on the way down. The officer will go around the cone at the bottom of the stairs and go back up and down the stairs. The officer must not jump from the top platform. If this occurs the officer will repeat that portion of the stairs.
4. The officer will turn right and proceed onto the fourth obstacle, the crawl obstacle. The officer will crawl under this obstacle touching at least one knee on the mat. The officer must not knock over or carry this obstacle. If the officer carries or knocks over the crawl obstacle the first one is free the second one is a 2 second penalty.
5. The officer will go around the next cone and turn left and run towards the next two identical obstacles, 18 inch high hurdles. The officer must jump over the center of each obstacle. If the officer knocks over one of these obstacles the first one is free and the second one is a two second penalty.

6. The officer will go around the next cone and turn right and runs towards the next obstacle and vault over a 3-foot high railing simulating a fence. The officer will land on both feet in control on the opposite side of the vault obstacle, fall to their back or stomach (alternating on each lap) recover to their feet without mechanical assistance and proceed around the start cone before beginning the second lap. Six laps are completed in this manner.

Part Two-Push Pull Machine Push Activity

After completing the obstacle run the officer moves to the mechanical push/pull station, consisting of a push-pull unit and a line on the wall 39" from the floor. Reaching the push-pull machine after completing the sixth lap of the obstacle course should not take more that five seconds.

Upon reaching the push-pull unit the officer grasps the machine handles and pushes 80lbs off the floor, then moves left to right completing a 180-degree arc. Six complete arcs must be executed by bringing the bar parallel with the base of the machine. The officer must remain in control of the machine throughout the activity.

The officer's chest may not touch the lever arm. Arms must remain bent at the elbow throughout the performance of the activity.

Controlled Falls

Once the push activity is completed the weight is released, again while maintaining control at all times. The officer moves away from the unit, falls on their back executes a sit-up like maneuver, rising to a standing position touching the marked line on the wall 39 inches from the floor. The officer will then repeat this fall to their back. The officer then executes a third fall to their stomach executing a push-up like movement and stands up touching the marked line. The officer will repeat this fall to their stomach. This sequence is repeated twice, (4 falls, 2 back, 2 front). The officer cannot use the wall for assistance to help them to the standing position.

Pull Activity

When the fourth fall is completed the officer grasps the rope and pulls the weight off the floor. Maintaining the weight in this position, the officer moves through an arc 180 degrees by bringing the bar parallel to the base of the machine. This action is repeated six times. The officer must remain in control at all times and their elbows must remain flexed.

Part Three-"Dummy" Drag

After a 60-second rest period subsequent to completing the obstacle course and the push-pull portions of the test, the officer must drag a 165 pound dummy a distance of 25 feet. Officers must use the under the arm technique to accomplish this. The officer will then drag the dummy for 25 feet. Officer must perform this tack in a controlled and continuous manner.

One motion is started the officer cannot stop if they are to pass this section of the test. Officers will have three attempts to complete the task. Three unsuccessful trials will constitute a failure. Officer failing the dummy drag section fail the ORPAT examination.

[Click here to watch the ORPAT video](#)



1031 4th Ave N | Kent, WA 98032
(888) 565-5665 | www.pro-vac.com

9/29/2025
City of Rainier
106 W B St
Rainier, OR 97048

Russ Reigel
C-503-313-5871
O- 503-556-7301
rreigel@cityofrainier.com

Jobsite Address: Rainier OR
Coat MH'S with cementitious lining 1" thick

SCOPE OF WORK:

- Mobilization \$3,950.00 lump sum.
- Labor and equipment to coat 7 mh's with cementitious lining. \$2,985.00 EA Total \$20,895.00

Client to provide:

All permits

Legal access to site
Traffic control if needed
Bypass if needed
Washout area for machine
Water for mixing

Please note that the above estimate does not include sales tax, tax on materials, or permits.

We propose to furnish all materials and labor to perform work upon designated areas. Pro-Vac Clean Service will notify the customer of any problems or change of conditions. Disposal of waste will be in accordance with all state regulations, and any additional work found during the course of cleaning and inspection, will be forwarded upon another proposal.

Other services we provide:

- **Parking lot/street sweeping**
- **Storm drain main line cleaning/jetting**
- **Catch basin cleaning & repair**
- **Pipe inspection camera / grouting & repairs**
- **Emergency spill response**
- **Tank cleaning / confined space entry**

If you have any questions or need additional information, please don't hesitate to call me at (253) 435-4328.

Sincerely,

Rafael Lopez

Pro-Vac

Cell (253)254-8102 | ralf.lopez@pro-vac.com



1031 4th Ave N | Kent, WA 98032
(888) 565-5665 | www.pro-vac.com

Customer agrees to pay all the costs and fees charged for the services rendered as stated on this proposal. The terms are Net 30 days upon approval of credit, 1.5% on unpaid balance monthly. If collection services are required, solely in the opinion of Pro-Vac, to collect the debt, I agree to pay reasonable costs for collection including attorney fees and costs and any collection agency fees. If legal action is required the parties agree that the venue of the action will be Pierce County Superior Court, State of Washington. It is further agreed that any accounts past due will be assessed at late fees of 1.5% per month, cumulative.

Customer Signature

Print Name

Date

Pro-Vac Signature

Print Name

Pricing is good for 90 days from date of proposal

Date

Chapter 8.20
ABANDONED VEHICLES

Sections:

- 8.20.010 Definitions.**
- 8.20.020 Abandoned vehicles prohibited.**
- 8.20.030 Impounding hazardous vehicles.**
- 8.20.040 Towing and storage liens.**
- 8.20.050 Pre-towing investigation and notice.**
- 8.20.060 Contents of notice.**
- 8.20.070 Post-towing notice.**
- 8.20.080 Hearings.**
- 8.20.090 Findings – Actions.**
- 8.20.100 Failure to appear.**

8.20.010 Definitions.

As used in this chapter, unless the context requires otherwise, the following mean:

“**Abandoned vehicle**” means a **vehicle** left unoccupied and unclaimed or in such a damaged, disabled or dismantled condition that the **vehicle** is inoperable.

“**Hazardous vehicle**” means a **vehicle** left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not by limitation, the following are hazardous **vehicles**:

- A. **Vehicles** blocking public or private rights-of-way.
- B. **Vehicles** with leaks in gas tanks.
- C. **Vehicles** blocking fire hydrants.

“**Law enforcement officer**” means an authorized law enforcement officer of the city or another city employee authorized to enforce this chapter.

“**Owner**” means a person with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a **vehicle**.

“**Private garage**” means a reputable, private storage yard, garage, or other storage place selected by a law enforcement officer.

“**Vehicle**” means every device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved exclusively by human power or used exclusively upon

stationary rails or tracks. (Ord. 911 § 1, 1987)

8.20.020 Abandoned vehicles prohibited.

A. No **vehicle** that a law enforcement officer has reason to believe is disabled or **abandoned** shall be parked or left standing on the right-of-way of a city street or alley or on city property for a period in excess of 48 hours.

B. A **vehicle** so parked or left standing may be taken into custody by a law enforcement officer and shall be held at the expense of the owner or person entitled to possession of the **vehicle**. A law enforcement officer may use department personnel, equipment and facilities for the removal and preservation of the **vehicle**, or may hire other personnel, equipment and facilities for that purpose.

C. The **vehicle** must be moved out of the area to a location in accordance with the Rainier Municipal Code. Movement of a **vehicle** within a block shall not extend the time required for the **vehicle** to be moved. (Ord. 1004, 2003; Ord. 911 § 2, 1987)

8.20.030 Impounding hazardous vehicles.

A. On discovering a hazardous **vehicle**, a law enforcement officer may immediately cause the **vehicle** to be towed and impounded.

B. The owner of the **vehicle** shall be responsible for the costs of towing and storing the **vehicle**. (Ord. 911 § 3, 1987)

8.20.040 Towing and storage liens.

A. A person who, at the request of a law enforcement officer, takes a **vehicle** into custody under the provisions of this chapter shall have a lien on the **vehicle** and its contents for the just and reasonable towing and storage charges, may retain possession of them until the charges are paid, and may have them sold at public auction to satisfy the lien. The lien that attaches to the **vehicle** and its contents shall be a possessory chattel lien in accordance with ORS [87.152](#) to [87.212](#). If the appraised value of the **vehicle** is \$750.00 or less, the **vehicle** may be disposed of in the manner provided in ORS [819.220](#).

B. If the **vehicle** is taken into custody under the provisions of this chapter and is held by the city rather than by a private garage, the **vehicle** and its contents shall be disposed of in the manner provided in ORS [819.210](#) to [819.260](#). (Ord. 911 § 4, 1987)

8.20.050 Pre-towing investigation and notice.

A. A law enforcement officer who investigates a **vehicle** found in violation of RMC [8.20.020](#) shall:

1. Make a routine investigation to discover the owner and request removal of the **vehicle**.
2. Failing to discover the owner by such a process, make a diligent inquiry as the name and address of the owner of the **vehicle** by examining it for license number, identification number, make, style and any other information that will aid in identification of the owner. When such **vehicle** is required by law to be registered with the Motor **Vehicles** Division, the officer shall transmit all available information to that office with an inquiry for the name and address of the owner.
3. If the owner is identified, mail a notice to the owner at the address shown on the Motor **Vehicles** Division records.
4. Whether or not the owner is identified, place a notice upon the windshield or some other part of the **vehicle** where it can be easily seen.

B. This section does not apply to a hazardous **vehicle**. (Ord. 911 § 5, 1987)

8.20.060 Contents of notice.

A. Notices sent or placed under RMC 8.20.050 shall contain the following information:

1. The name of the officer or other city employee issuing the notice.
2. That if the **vehicle** is not removed within the legal time limit, the **vehicle** will be towed and taken into custody as an **abandoned vehicle**.
3. That any person who, at the request of a law enforcement officer, tows an **abandoned vehicle** shall have a lien on the **vehicle** and its contents for the just and reasonable towing and storage charges, may retain possession of the **vehicle** and its contents until the charges are paid, and may have the **vehicle** and its contents sold at public auction to satisfy the lien.
4. That the owner of the **vehicle** may request a hearing on the validity of the proposed tow and the creation and amount of the lien.
5. How and where the owner of the **vehicle** may get information about the opportunity for a hearing and the location of the **vehicle**, if it has been towed.

B. If the owner of the **vehicle** requests a hearing before the **vehicle** is taken into custody, the **vehicle** shall not be taken until a hearing is set and held in accordance with RMC 8.20.080 through 8.20.100. (Ord. 911 § 6, 1987)

8.20.070 Post-towing notice.

A. After an **abandoned vehicle** has been taken into custody, notice shall be provided to the owner indicating:

1. The location of the **vehicle**;
2. That a lien has arisen on the **vehicle** in favor of the person who towed the **vehicle**;
3. That the **vehicle** may be sold at public auction to satisfy the lien; and
4. That a hearing on the validity of the tow and on the creation and amount of the lien may be held, if requested.

B. Notice is considered given when a certified letter addressed to the registered owner of the **vehicle** and a similar letter addressed to the legal owner, if any, return receipt requested and postage prepaid, is mailed within 24 hours after the **vehicle** is taken into possession by or at the direction of a law enforcement officer.

C. If the **vehicle** is registered in the office of the Motor **Vehicles** Division, notice may be addressed to the registered owner and the legal owner, if any, at the latest respective address of each shown by Motor **Vehicles** Division records. If the **vehicle** is not registered, reasonable efforts shall be made to ascertain the names and addresses of the legal owner and persons entitled to possession of the **vehicle** so that notice may be mailed, if reasonably possible, within the time period outlined in this section.

D. If a hearing is desired, the owner must request a hearing within five days after receipt of the notice. The request may be made in person or in writing, and failure to appear in person or to mail a letter within five days after the receipt of the notice shall act as a waiver of the right to a hearing. (Ord. 911 § 7, 1987)

8.20.080 Hearings.

A. On request of the legal owner or the person entitled to possession of the **vehicle**, a hearing shall be held before the municipal judge.

B. The hearing shall be set and conducted within 48 hours of receipt of the request, holidays, Saturdays and Sundays not to be included. The hearing may be set for a later date if requested by the owner or the person entitled to possession. At the hearing, the owner may contest:

1. The validity of the action of the law enforcement officer in taking the **vehicle** into custody; and
2. The creation and amount of the lien attached to the **vehicle**.

C. The city shall have the burden of showing the validity of the taking of the **vehicle**.

D. At any time prior to the requested hearing, the owner or the person entitled to possession of the **vehicle** may regain possession of the **vehicle** by posting security with the city in the form of cash in an amount sufficient to cover costs of removal and storage. (Ord. 911 § 8, 1987)

8.20.090 Findings – Actions.

If the municipal judge finds that:

A. The action of the law enforcement officer in taking the **vehicle** into custody was proper, the municipal judge shall enter an order supporting the removal.

B. The action of the law enforcement officer in taking the **vehicle** into custody was invalid, the judge shall:

1. Order the **vehicle** released to the owner; and
2. Find that the owner is not liable for towing or storage charges occasioned by the taking; and
3. Order the city to satisfy the towing and storage lien.

C. The action of the municipal judge is final. (Ord. 911 § 9, 1987)

8.20.100 Failure to appear.

If the person requesting the hearing does not appear at the scheduled hearing, the judge may enter an order supporting the removal and assessment of towing and storage costs and apply any security posted against such costs. (Ord. 911 § 10, 1987)

Chapter 8.25
DISCARDED VEHICLES

Sections:

- 8.25.010 Definitions.**
- 8.25.020 Declaration of public nuisance.**
- 8.25.030 Prohibited action.**
- 8.25.040 Investigation.**
- 8.25.050 Contents of notice.**
- 8.25.060 *Repealed.***
- 8.25.070 Hearing by council.**
- 8.25.080 Abatement by the city and appraisal.**
- 8.25.090 Low-value vehicle.**
- 8.25.100 Public sale notice.**
- 8.25.110 Public sale.**
- 8.25.120 Redemption before sale.**
- 8.25.130 Assessment of costs.**

8.25.010 Definitions.

As used in this chapter, the following mean:

“Costs” means the expense of removing, storing, or selling a discarded vehicle.

“Discarded vehicle” means:

A. A vehicle that does not have an unexpired license plate lawfully affixed to it and is in one or more of the following conditions:

1. Inoperative.
2. Wrecked.
3. Dismantled.
4. Partially dismantled.
5. Abandoned.
6. Junked.

B. “Discarded vehicles” include major parts of vehicles, including but not limited to, bodies, engines, transmissions, and rear ends.

"Law enforcement officer" means any authorized law enforcement officer of the city.

"Person in charge of property" means an agent, occupant, lessee, contract purchaser, owner, or person having possession, control, or title to property where a **vehicle** is located.

"**Vehicle**" means every device in, upon, or by which a person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

"**Vehicle** owner" means an individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, of ownership or an interest, legal or equitable, in a **vehicle**. (Ord. 910 § 1, 1987)

8.25.020 Declaration of public nuisance.

The open accumulation and storage of discarded **vehicles** is found to create a condition tending to reduce the value of private property; promote blight, deterioration, and unsightliness; invite plundering; create fire hazards; constitute an attractive nuisance causing a hazard to the health and safety of minors; create a harborage for rodents and insects; and to be injurious to the health, safety, and general welfare. Therefore, the presence of a discarded **vehicle** on private property is declared to be a public nuisance which may be abated in accordance with the provisions of this chapter. (Ord. 910 § 2, 1987)

8.25.030 Prohibited action.

No person shall store or permit the storage of a discarded **vehicle** upon private property within the city unless the **vehicle** is completely enclosed within a building or unless it is in connection with a lawfully conducted business dealing in junked **vehicles**. (Ord. 910 § 3, 1987)

8.25.040 Investigation.

A. When a law enforcement officer investigates a discarded **vehicle** on private property and determines that a nuisance exists which should be abated, the officer shall:

1. Attempt to discover the owner of the **vehicle** and the person in charge of the property on which the **vehicle** is located; and
2. Give written notice to them by personal service or by registered or certified mail that the **vehicle** is in violation of this chapter.

B. If the owner of the **vehicle** is not found, the officer shall place a notice on the windshield or some other part of the **vehicle** where it can be easily seen. (Ord. 910 § 4, 1987)

8.25.050 Contents of notice.

A notice issued under RMC [8.25.040](#) shall state:

A. That a certain discarded **vehicle** is in violation of this chapter and that within three days after sending or posting the notice:

1. The **vehicle** must be removed from the city or to the storage yard of a lawfully conducted business dealing in junked **vehicles**; or
2. The **vehicle** must be completely enclosed within a building.

B. That the alternative to compliance with subsection A of this section is to petition the city recorder within the three-day period described in subsection A of this section and make a written request to appear before the council to show why the **vehicle** should not be immediately abated.

C. That failure to comply with this chapter authorizes the city to remove the **vehicle**, charge the cost against the property from which it was removed, and to sell the **vehicle** to satisfy the costs of removal and storage. (Ord. 1090, 2023; Ord. 910 § 5, 1987)

8.25.060 Entry on private property.

Repealed by Ord. 1090. (Ord. 910 § 6, 1987)

8.25.070 Hearing by council.

A. Following a request, the council shall fix a time for a hearing to show cause why a **vehicle** should not be abated immediately and to receive evidence and the testimony of the law enforcement officer and other interested persons concerning the existence, location, and condition of the **vehicle**. After the hearing, the council may order the **vehicle** removed by the city in accordance with the provisions of this chapter.

B. The council shall make its order in the form of a resolution declaring the **vehicle** to be a public nuisance. The resolution may order the removal of more than one **vehicle** and may consolidate the hearings and orders relating to more than one **vehicle**. Persons receiving the notice specified in RMC [8.25.040](#) shall be sent copies of the resolution of the council.

C. The council may impose conditions and take other action it considers appropriate under the circumstances to carry out the purposes of this chapter. It may delay the time for removal of the **vehicle** when, in its opinion, circumstances justify such action. It shall refuse to order removal of the **vehicle** when the **vehicle**, in the opinion of the council, is not subject to the provisions of this chapter. The council shall not be bound by technical rules of evidence in conducting the hearing. (Ord. 910 § 7, 1987)

8.25.080 Abatement by the city and appraisal.

A. Three days after giving the notice required in RMC [8.25.040](#) or, if a hearing is held, three days after adoption of a resolution declaring a **vehicle** to be a public nuisance as required in RMC [8.25.070](#), the city will have jurisdiction to abate the nuisance and may remove the **vehicle** by use of city employees or authorized independent contractors. No person shall interfere with, hinder or refuse to allow authorized persons to enter onto private property for the purpose of removing a **vehicle** under the provisions of this chapter.

B. After removing the **vehicle**, the city shall have it appraised. (Ord. 1090, 2023; Ord. 910 § 8, 1987)

8.25.090 Low-value **vehicle.**

A. If the **vehicle** is appraised at \$750.00 or less, the law enforcement officer shall file an affidavit with the Motor **Vehicles** Division describing the **vehicle**, including the license plates, if any, stating the location and appraised value of the **vehicle** and stating that the **vehicle** will be junked or dismantled. The law enforcement officer may dispose of the **vehicle** and execute a certificate of sale without notice and public auction.

B. The certificate of sale shall be on a form provided by the city recorder. (Ord. 910 § 9, 1987)

8.25.100 Public sale notice.

A. If the **vehicle** is appraised over \$750.00, the law enforcement officer shall publish a notice of sale in a newspaper of general circulation within the city. The notice of sale shall state:

1. The sale is of discarded property in possession of the city.
2. A description of the **vehicle**, including the type, make, license number, identification number, and any other information that will aid in accurately identifying the **vehicle**.

3. The terms of the sale.

4. The date, time, and place of the sale.

B. The notice of sale shall be published two times. The first publication shall be made not less than 15 days before the date of the proposed sale, and the second shall be made not less than seven days before the date of the proposed sale. (Ord. 910 § 10, 1987)

8.25.110 Public sale.

A. If a **vehicle** is appraised over \$750.00, the law enforcement officer shall hold a sale at the time and place appointed, within view of the **vehicle** to be sold.

B. The **vehicle** shall be sold to the highest and best bidder. However, if no bids are entered or the bids entered are less than the costs incurred by the city, the law enforcement officer may enter a bid on behalf of the city in an amount equal to the costs.

C. At the time the purchase price is paid, the law enforcement officer shall execute a certificate of sale in duplicate; the original shall be delivered to the purchaser and a copy filed with the city recorder.

D. The certificate of sale shall be on a form provided by the city recorder. (Ord. 910 § 11, 1987)

8.25.120 Redemption before sale.

A. A **vehicle** impounded under the provisions of this chapter may be redeemed by its owner or by the person in charge of the property from which the **vehicle** was removed by applying to the law enforcement officer before sale or disposition has taken place. The person shall:

1. Submit satisfactory evidence of ownership or interest in the **vehicle** to the law enforcement officer.
2. Pay the costs owing at the time the application to redeem is made.
3. Give evidence that the nuisance character of the **vehicle** will not be resumed.

B. Upon compliance with subsection A of this section, the law enforcement officer shall execute a receipt and cause the **vehicle** to be returned. (Ord. 910 § 12, 1987)

8.25.130 Assessment of costs.

A. After disposing of the discarded **vehicle** and deducting any money received from sale of the **vehicle** from the costs, the city recorder shall give notice by personal service or by registered or certified mail to the person in charge of the property from which the **vehicle** was removed:

1. Of the unpaid costs of abatement.
2. That the costs as indicated will be assessed to, and become a lien against, the real property unless paid within 30 days from the date of the notice.
3. That if the person in charge of the property objects to the indicated costs of the abatement, a written notice of objection may be filed with the city recorder within 20 days from the date of the notice of unpaid costs.

B. Within 40 days after the date of the notice of objection, objections to the proposed assessment shall be heard and determined by the council.

C. If the costs of the abatement are not paid within 30 days from the date of the notice, or within 10 days of a council determination made under subsection B of this section, assessment of the costs shall be made by council resolution and be entered in the docket of city liens. When the entry is made, it shall constitute a lien on the real property from which the nuisance was removed or abated.

D. The lien shall be enforced in the same manner as liens for street improvements are enforced and shall bear interest at the rate of the then existing legal rate. Interest shall accrue from the date of the entry of the lien into the lien docket.

E. An error in the name of the person in charge of the property shall not void the assessment, nor will a failure to receive notice of the proposed assessment render the assessment void. The assessment shall remain a valid lien against the property. (Ord. 910 § 13, 1987)

[Mobile Version](#)

Chapter 10.55 IMPOUNDMENT AND PENALTIES

Sections:

- 10.55.010 Impoundment of vehicles.**
- 10.55.020 Violation – Penalty.**
- 10.55.030 Existing control devices and markings.**
- 10.55.040 Personal property inventory.**
- 10.55.050 Inventories of impounded vehicles.**

10.55.010 Impoundment of vehicles.

A. When a **vehicle** is placed in a manner or location that constitutes an obstruction to traffic or a hazard to public safety, a police officer shall order the owner or operator of the **vehicle** to remove it. If the **vehicle** is unattended, the officer may cause the **vehicle** to be towed and stored at the owner's expense. The owner shall be liable for the costs of towing and storing, even if the **vehicle** was parked by another or if the **vehicle** was initially parked in a safe manner but subsequently became an obstruction or hazard.

B. The disposition of a **vehicle** towed and stored under authority of this section shall be in accordance with the procedures of the city relating to impoundment and disposition of **vehicles abandoned** on the city streets.

C. The impoundment of a **vehicle** will not preclude the issuance of a citation for violation of a provision of this title.

D. Stolen **vehicles** may be towed from public or private property and stored at the expense of the **vehicle** owner.

E. Whenever a police officer observes a **vehicle** parked in violation of a provision of this title or state law, if the **vehicle** has five or more unpaid violations outstanding against it, the officer may, in addition to issuing a citation, cause the **vehicle** to be impounded. An impounded **vehicle** shall not be released until all outstanding fines and charges have been paid. **Vehicles** impounded under authority of this subsection shall be disposed of in the same manner as provided in subsection B of this section. (Ord. 917 § 66, 1987)

10.55.020 Violation – Penalty.

A. Violation of Chapter 10.15 RMC is punishable by fine not to exceed \$100.00.

B. Violation of Chapters 10.30 through 10.45 RMC is punishable by fine not to exceed \$50.00.

C. Violation of a provision identical to a state statute is punishable by fine not to exceed the penalty prescribed by the state statute. (Ord. 917 § 67, 1987)

10.55.030 Existing control devices and markings.

Parking and traffic control devices and markings installed prior to August 17, 1987, are lawfully authorized. (Ord. 917 § 69, 1987)

10.55.040 Personal property inventory.

Personal property inventory provisions shall exclusively apply to the process for conducting an inventory of the personal property in an impounded **vehicle** and shall not be interpreted to affect any other statutory or constitutional rights that police officers may employ to search persons or search or seize possessions for other purposes. (Ord. 1013 § 1, 2003)

10.55.050 Inventories of impounded **vehicles.**

A. The contents of all **vehicles** impounded by a police officer shall be inventoried. The inventory shall be conducted before constructive custody of the **vehicle** is released to a third-party towing company except under the following circumstances:

1. If there is reasonable suspicion to believe that the safety of either the police officer or any other person is at risk, a required inventory will be done as soon as safely practical; or
2. If the **vehicle** is being impounded for evidentiary purposes in connection with the investigation of a criminal offense, the inventory will be done after such investigation is completed.

B. The purpose for the inventory of an impounded **vehicle** shall be to:

1. Promptly identify property to establish accountability and avoid spurious claims to property;
2. Assist in the prevention of theft of property;
3. Locate toxic, flammable or explosive substances; or
4. Reduce the danger to persons and property.

C. Inventories of impounded **vehicles** shall be conducted according to the following procedure:

1. An inventory of personal property and the contents of open containers will be conducted throughout the passenger and engine compartments of the **vehicle** including, but not limited to, accessible areas under or within the dashboard area, in any pockets in the doors or in the back of the front seat, in any console between the seats, under any floor mats and under the seats.
2. In addition to the passenger and engine compartments as described above, an inventory of personal property and the contents of open containers shall also be conducted in the following locations:
 - a. Any other type of unlocked compartments that are a part of the **vehicle** including, but not limited to, unlocked **vehicle** trunks and unlocked car-top containers; and
 - b. Any locked compartments including, but not limited to, locked **vehicle** trunks, locked hatchbacks and locked car-top containers, if either the keys are available to be released with the **vehicle** to the third-party towing company or an unlocking mechanism for such compartment is available within the **vehicle**.
3. Unless otherwise provided in this section, closed containers located either within the **vehicle** or any of the **vehicle**'s compartments will not be opened for inventory purposes.

4. Upon completion of the inventory, the police officer will complete a report as directed by the chief of police.

5. Any valuables located during the inventory process shall be listed in a police report or property receipt. A copy of the report or property receipt shall be available to the person in control of the **vehicle**. If valuables are removed from the **vehicle**, a property receipt will be filled out and a copy of the receipt will be left in the **vehicle** or with the person in charge of the **vehicle**. The valuables will be dealt with in such manner as directed by the chief of police. (Ord. 1013 § 2, 2003)

[Mobile Version](#)

819.110 Custody, towing and sale or disposal of abandoned vehicle; general provisions. (1) After providing notice required under ORS 819.170 and, if requested, a hearing under ORS 819.190, an authority described under ORS 819.140 may take a vehicle into custody and tow the vehicle if:

(a) The authority has reason to believe the vehicle is disabled or abandoned; and

(b) The vehicle has been parked or left standing upon any public way for a period in excess of 24 hours without authorization by statute or local ordinance.

(2) The power to take vehicles into custody under this section is in addition to any power to take vehicles into custody under ORS 819.120.

(3) Subject to ORS 819.150, vehicles and the contents of vehicles taken into custody under this section are subject to a lien as provided under ORS 819.160.

(4) The person that tows a vehicle under this section shall have the vehicle appraised within a reasonable time by a person authorized to perform such appraisals under ORS 819.480.

(5) Vehicles taken into custody under this section are subject to sale or disposal under ORS 819.210 or 819.215 if the vehicles are not reclaimed as provided under ORS 819.150 or returned to the owner or person entitled to possession under ORS 819.190. [1983 c.338 §417; 1995 c.758 §8; 2009 c.371 §6]

819.215 Disposal of vehicle appraised at \$500 or less; notice; rules. (1) If an abandoned vehicle is appraised at a value of \$500 or less by a person who holds a certificate issued under ORS 819.480, the person that towed the vehicle shall:

(a) Notify the registered owner and secured parties as provided in subsection (3) of this section;

(b) Photograph the vehicle;

(c) Notify the Department of Transportation that the vehicle will be disposed of; and

(d) Unless the vehicle is claimed by a person entitled to possession of it within 15 days of the date of notice under subsection (3) of this section, dispose of the vehicle and its contents to a person who holds a valid dismantler certificate issued under ORS 822.110.

(2) The authority that requests towing of an abandoned vehicle shall provide to the person that tows the vehicle, at the time of the tow or as soon as possible thereafter, a written statement that contains the name and address of the registered owner of the

vehicle, as shown by records of the department, and the names and addresses of any persons claiming interests in the vehicle, as shown by records of the department.

(3) Within 48 hours after the written statement is provided under subsection (2) of this section to a person that tows a vehicle, the person must give written notice to the persons whose names are furnished in the statement. The 48-hour period does not include Saturdays, Sundays or holidays. The notice shall state that a person that is entitled to possession of the vehicle has 15 days from the date the notice was mailed to claim the vehicle and that if the vehicle is not claimed, it will be disposed of as provided in this section.

(4) If the authority that requests towing of an abandoned vehicle does not provide to the person that tows the vehicle the written statement within 48 hours after the vehicle is towed, the person may dispose of the vehicle as provided in ORS 819.210.

(5) Disposal of a vehicle to a dismantler as provided in this section extinguishes all prior ownership and possessory rights.

(6) The department shall adopt rules specifying the form in which notification to the department required by subsection (1) of this section shall be submitted and what information shall be conveyed to the department. The person that tows the vehicle may submit to the dismantler a copy of any notification submitted to the department under this section instead of submitting to the dismantler ownership or other title documents for the vehicle. [1993 c.326 §2; 1995 c.758 §16; 2005 c.654 §29; 2009 c.371 §16]

Chapter 8.40 ABANDONED AND DISCARDED VEHICLES

Sections:

8.40.010 Definitions.

8.40.020 Declaration of public nuisance.

8.40.030 Prohibited action.

8.40.040 Abandoned or discarded vehicle investigation and notice.

8.40.050 Entry upon private property.

8.40.060 Towing of vehicles.

8.40.070 Towing and storage charges – Redemption of vehicles.

8.40.080 Notice to interested parties of vehicle towing.

8.40.090 Hearing available to contest validity of vehicle tow or nuisance abatement.

8.40.100 Abatement by city and appraisal.

8.40.110 Disposition of abandoned vehicles.

8.40.120 Right to sell abandoned or towed vehicles.

8.40.130 Additional remedies.

8.40.010 Definitions.

The following definitions are applicable to this chapter:

(1) "Abandoned vehicle" means any vehicle that has been deserted or relinquished without claim of ownership. A vehicle shall be considered abandoned if it has remained in the same location for more than 24 hours and one or more of the following conditions exist:

(a) The vehicle has an expired registration sticker or trip permit affixed to it;

(b) The vehicle appears to be inoperative or disabled; or

(c) The vehicle appears to be wrecked, partially dismantled or junked.

(2) "Chief of police" means the person holding the position of chief of police of the St. Helens police department, or any agent, employee, or designee authorized to perform the duties of this chapter by the chief of police.

(3) "City administrator" means the person holding the position of city administrator or any agent, employee, or designee authorized to perform the duties of this chapter by the city administrator.

(4) "Discarded" vehicle means any vehicle or part thereof which is in one or more of the following conditions:

(a) Inoperative;

(b) Wrecked;

(c) Dismantled;

(d) Partially dismantled;

(e) Junked.

Discarded vehicles may be deemed to include major parts thereof including but not limited to bodies, engines, transmissions and rear ends.

(5) "Police department" means the St. Helens police department or any other law enforcement agency authorized to enforce the provisions of this chapter.

(6) "Storage" means the holding of a vehicle, with the attendant fees for such holding, at an appropriate facility.

(7) "Towing" means the taking possession of a vehicle and removing it to a storage facility at the request of a city officer or employee.

(8) "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon any street or highway, and includes any hulk or component thereof. (Ord. 3064 § 1, 2007; Ord. 2399 § 1, 1982; Ord. 2385 §§ 1, 2, 1982; Ord. 2373 § 1, 1981)

8.40.020 Declaration of public nuisance.

The open accumulation and storage of abandoned or discarded vehicles are hereby found to create a condition tending to reduce the value of private property, to promote blight, deterioration and unsightliness, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the health, safety and general welfare. Therefore, the presence of an abandoned or discarded vehicle on private or public property is hereby declared to constitute a public nuisance which may be abated in accordance with the provisions of this chapter. (Ord. 3064 § 2, 2007; Ord. 2385 § 3, 1982; Ord. 2373 § 2, 1981)

8.40.030 Prohibited action.

It shall be unlawful to store, or permit the storing of, an abandoned or discarded vehicle upon any private property within the city unless the vehicle is (1) completely enclosed within a building; (2) stored in connection with a business enterprise dealing in discarded vehicles lawfully conducted; or (3) screened to prevent visibility from the street or other public or private property by an approved fence of solid material or by natural foliage that screens the area all year. (Ord. 3064 § 3, 2007; Ord. 2385 § 4, 1982; Ord. 2373 § 3, 1981)

8.40.040 Abandoned or discarded vehicle investigation and notice.

(1) It shall be the duty of the police department whenever an abandoned or discarded vehicle is found upon private property to:

(a) Make an investigation to discover the owner of the vehicle, any other persons who reasonably appear to have an interest in the vehicle, and the person in charge of the property upon which such vehicle is located and give written notice to them by personal service or by registered or certified mail that the vehicle is in violation of this chapter; and

(b) If the owner of the vehicle is not found, to place a notice upon the windshield, or some other part of the vehicle where it can be easily seen.

(2) The notice shall state that a certain abandoned or discarded vehicle is in violation of this chapter and that within five days of the day of the sending or posting of the notice, the vehicle must be removed.

(3) The notice shall also state that the alternative to compliance with subsection (2) of this section is to petition the city administrator and request within five days of sending or posting of the notice and show cause why such vehicle should not be immediately abated as provided in this chapter.

(4) The notice shall also state that failure to comply with this chapter authorizes the city to remove the vehicle and charge the costs of removing, storing or selling the vehicle. (Ord. 3064 § 4, 2007; Ord.

2399 § 2, 1982; Ord. 2385 § 5, 1982; Ord. 2373 § 4, 1981)

8.40.050 Entry upon private property.

(1) The police are authorized at all reasonable times to enter upon private property and examine any vehicle for the purpose of determining whether or not it is abandoned or discarded. The chief of police will first present proper credentials to the appropriate party and request entry. If such entry is refused, the chief of police will have recourse to any remedy provided by law to obtain entry.

(2) No search warrant shall be issued under the terms of this chapter until an affidavit has been filed showing probable cause for such inspection by stating the purpose and extent of the proposed inspection, citing this chapter as the basis for such inspection, whether it is an inspection instituted by complaint, or other specific or general information concerning the vehicle in question or the property on which it is situated. (Ord. 3064 § 5, 2007; Ord. 2385 § 6, 1982; Ord. 2373 § 5, 1981)

8.40.060 Towing of vehicles.

(1) Authority to Tow. Any vehicle found on any street, alley, lane, sidewalk, parking strip, on private property without the permission of the person in control of such property, in a public park or other public place or property may be towed, upon the order of a city officer or employee, and taken to a storage area designated by the city and held at the expense of the owner or person entitled to possession thereof, when:

(a) The vehicle is parked on city owned or operated property without express city permission;

(b) The vehicle was used in committing a traffic or parking violation for which an unserved warrant or citation is on file with the clerk of the district court;

(c) The vehicle is parked unlawfully or in a manner that may be hazardous to traffic or public safety;

(d) The vehicle is impeding or likely to impede the normal flow of vehicular or pedestrian traffic;

(e) The vehicle is illegally parked in a conspicuously posted restricted space, zone or traffic lane where parking is limited to designated classes of vehicles or is prohibited in excess of a designated time period, or during certain hours or on designated days, or at any time and where the vehicle is interfering or reasonably likely to interfere with the intended use of such a space, zone or traffic lane;

(f) The vehicle has been reported stolen, or a police officer reasonably believes that the vehicle is stolen;

(g) The vehicle or its contents are to be used as evidence in traffic or criminal prosecutions, or a police officer reasonably believes that the vehicle or its contents constitute evidence of an offense; or

(h) The vehicle is in possession of a person taken into custody by a law enforcement agency and no reasonable means of removing the vehicle is applicable.

(2) Towing Without Prior Notice. Vehicles may be towed without prior notice, pursuant to subsections (1)(c) to (1)(h) of this section, or for any reason allowed under ORS 819, which is hereby adopted, or any other provision of Oregon law.

(3) Towing After Notice. Pursuant to subsection (1) of this section, vehicles may be towed if notice is provided prior to the towing of the vehicle, as required in SHMC [8.40.080](#)(1), under the following circumstances:

(a) A city officer or employee reasonably believes that the vehicle is abandoned or discarded; or

(b) The circumstances involving the violation of a temporary or permanent parking restriction present no reason to immediately remove the vehicle.

Vehicles subject to towing under this subsection shall not be towed prior to the conducting of a hearing, if one has been requested, pursuant to SHMC [8.40.090](#).

(4) Towing Upon Order of Municipal Court. Vehicles that have been used in the commission of a traffic or parking violation, for which an unserved warrant or citation is on file with the municipal court clerk, may be towed upon order of the municipal court. (Ord. 3064 § 6, 2007; Ord. 2385 § 7, 1982; Ord. 2373 § 6, 1981)

8.40.070 Towing and storage charges – Redemption of vehicles.

(1) Towing and storage charges shall be paid before release of a vehicle towed under this chapter. Any private company, who tows and stores any vehicle pursuant to this chapter, shall have a lien on the vehicle, in accordance with ORS [87.152](#), for the just and reasonable charges for the tow and storage services performed, and may retain possession of that vehicle, as is consistent with this chapter, until such charges have been paid.

(2) The accrued towing and storage charges assessed under subsection (1) of this section shall be waived by the city administrator if the towing is found to be invalid or for any other reason not justified, after a hearing has been held pursuant to SHMC [8.40.090](#). A person's inability to pay the towing and storage charges, in and of itself, is not a sufficient basis for the waiving of such charges. If these

charges are owed to a private company, the city shall pay same if, after a hearing, the towing is found to be invalid or for any other reason not justified and the charges have not previously been paid. Provided further, the city shall pay all storage charges that accrue as a result of the hearings process, per SHMC [8.40.090](#)(7).

(3) If the required towing and storage charges have been paid, then the vehicle shall be immediately released to the person(s) entitled to lawful possession.

(4) If subsection (3) of this section has not been complied with, then the vehicle shall not be released, except upon the order of the city administrator.

(5) A vehicle towed pursuant to this chapter may only be released to the owner, or to the person who was lawfully in possession or control of the vehicle at the time it was towed, or to a person who purchased the vehicle from the owner and who produces written proof of ownership. In all cases, adequate evidence of the right to possession of the vehicle, as determined by the police department, must be presented prior to release of the vehicle. (Ord. 3064 § 7, 2007; Ord. 2385 § 8, 1982; Ord. 2373 § 7, 1981)

8.40.080 Notice to interested parties of vehicle towing.

(1) Notice Prior to Removal. Prior to towing a vehicle pursuant to SHMC [8.40.060](#), the police department shall provide notice to the registered owner(s), and any other persons who reasonably appear to have an interest in the vehicle, by:

(a) Affixing a towing citation to the vehicle, prior to the towing of the vehicle; and

(b) By mailing a notice, at least five business days prior to the towing, excluding city recognized holidays, to the registered owner(s) and any other persons who reasonably appear to have an interest in the vehicle.

The notices provided for in this subsection shall state that a hearing may be requested to contest the validity of the intended towing by filing a written request with the city administrator within five business days from the mailing date of the notice, excluding city recognized holidays, and any other information required by Oregon law. If a timely request for a hearing is made pursuant to this subsection, then the involved vehicle shall not be towed until the city administrator makes a determination pursuant to SHMC [8.40.090](#).

(2) Notice After Removal. After a vehicle has been towed pursuant to the authority granted in SHMC [8.40.060](#), notice shall be provided to the registered owner(s), and any other persons who reasonably appear to have an interest in the vehicle, of the towing and the procedures available for obtaining a

hearing, by mailing a notice, within 48 hours after the towing, excluding city recognized holidays and weekends, stating a hearing may be requested to contest the validity of the towing by filing a written request with the city administrator within five business days from the mailing date of the notice, excluding city recognized holidays, and any other information required by Oregon law. If a vehicle has been released prior to the mailing of such notice, then the notice need not be mailed.

(3) Exemption from Notice and Hearing Requirements. A vehicle that is being held as part of any criminal investigation is not subject to any of the notice or hearing requirements of this chapter unless the investigation relates to the theft of the vehicle. (Ord. 3064 § 8, 2007; Ord. 2385 § 8, 1982; Ord. 2373 § 8, 1981)

8.40.090 Hearing available to contest validity of vehicle tow or nuisance abatement.

(1) After a vehicle has received notice pursuant to SHMC [8.40.040](#) or has been towed pursuant to SHMC [8.40.060](#) or prior to towing pursuant to SHMC [8.40.060](#), the owner(s), or any other persons who reasonably appear to have an interest in the vehicle, shall, upon timely request filed with the city administrator, be entitled to request a hearing to contest the validity of the towing of such vehicle. A timely request shall be five business days from the mailing date of the notice of towing or nuisance abatement. The city administrator may waive this five-day requirement for good cause shown.

(2) The request for a hearing shall be in writing and shall state the grounds upon which the person believes the tow or nuisance abatement notice to be invalid, or, for any other reason, not justified, and shall also state such other information, relating to the purposes of this chapter, as may be required by the city administrator.

(3) The city administrator shall set and conduct an administrative hearing on the matter within 72 hours, not including city recognized holidays or weekends, on receipt of a proper request filed pursuant to this section.

(4) The hearing shall afford a reasonable opportunity for the person(s) requesting it to demonstrate by the statement of witnesses and other evidence, that the tow and/or storage of the vehicle was invalid, or for any other reason not justified.

(5) As consistent with this section, the city administrator shall promulgate necessary rules and regulation regarding the conducting of such hearings.

(6) If the city administrator finds, by substantial evidence, based upon the record as a whole, that the tow and/or storage or nuisance abatement notice was invalid, or, for any other reason, not justified, the city administrator shall order the vehicle to be immediately released, if still held. If the city administrator finds that the owner(s), or any other person who has an interest in the vehicle, are not

liable for the towing and/or storage charges, the city administrator shall order the return of any money paid for tow and/or storage charges, as appropriate, to the person who paid such charges. If such vehicle is about to be towed or removed, the city administrator shall order that such vehicle shall not be towed. In any case where the city administrator orders the vehicle to be released, the vehicle must be picked up by the person entitled to possession within 24 hours to avoid further storage charges. If the vehicle is not claimed within this time period, then it will not be released until the additionally accruing storage charges, if any, are paid by the person entitled to possession of the vehicle.

(7) If the city administrator finds, by substantial evidence, based upon the record as a whole, that the towing and/or storage was valid, he/she shall order that the vehicle, if still held, remains in the towing company's possession until all tow and storage charges are paid. If such vehicle is about to be towed or removed, he/she shall order that such vehicle shall be towed and impounded if the traffic violation or nuisance involving that vehicle has not been completely corrected. The vehicle must be picked up by the person entitled to possession within 24 hours after the decision of the city administrator to avoid further storage charges. If the vehicle is not claimed within this time period, then it will not be released until the additionally accruing charges, if any, are paid, by the person entitled to possession of the vehicle.

(a) Provided, however, that the city shall be responsible in all cases in which a hearing has been requested and held, and the tow and/or storage found to be valid, for those storage charges that have accrued from the date that the hearing was requested through the first available hearing date.

(8) The decision of the city administrator is a quasi-judicial decision and is final, and shall not be appealable to the council.

(9) Any person who has a hearing scheduled pursuant to this section and, without good cause shown, as determined by the city administrator, fails to appear at such hearing, shall not be entitled to have such hearing rescheduled.

(10) The owner and any other person who has an interest in the vehicle shall only be entitled to one hearing for each tow of that vehicle. (Ord. 3064 § 9, 2007; Ord. 2385 § 9, 1982; Ord. 2373 § 9, 1981)

8.40.100 Abatement by city and appraisal.

(1) Five days after the giving of notice required in SHMC [8.40.040](#) or after the decision of the city administrator, declaring a vehicle to be a public nuisance as set forth in SHMC [8.40.090](#), the city shall be deemed to have acquired jurisdiction to abate the nuisance and may remove the vehicle by use of city employees or duly authorized independent contractors. It shall be unlawful for any person to

interfere with, hinder or refuse to allow such persons to enter upon private property for the purpose of removing a vehicle under the provisions of this chapter.

(2) After removing the vehicle, the tow company in possession of the vehicle shall cause it to be appraised and sold or disposed of in accordance with Oregon law.

(3) The certificate of sale issued by the tow company shall comply with Oregon law. (Ord. 3064 § 10, 2007; Ord. 2385 § 10, 1982)

8.40.110 Disposition of abandoned vehicles.

(1) If the tow company in possession of the vehicle chooses to sell or dispose of the vehicle, the tow company shall give written notice, within 48 hours of the day the vehicle was towed, to the registered owner of the vehicle and any persons claiming interests in the vehicle as shown by records of the Department of Transportation. The police department shall provide the tow company with the names and contact information of the registered owner of the vehicle and any persons claiming interests in the vehicle at the time of the tow, or as soon as practicable.

(2) If either the legal owner or person entitled to possession has not signed a release and has not, within 15 days after the date notification is mailed, reclaimed the vehicle, such action shall constitute a waiver of the interest of such person.

(3) If a towed vehicle is not claimed within 15 days after it is towed and placed in storage under provisions of this chapter, such vehicle shall be deemed to be abandoned, and a reasonable effort shall be made, by mail, to notify the owner(s), and any other persons who reasonably appear to have an interest in the vehicle, of the following:

(a) The location of the vehicle and that it may be recovered only upon evidence that the claimant is the owner or person entitled to possession;

(b) The address and telephone number of the person, tow company, facility, or any combination thereof that may be contacted for information as to the charges that must be paid or deposited before the vehicle will be released;

(c) That the vehicle, if not claimed within 15 days after the mailing of such notice, will be subject to sale by tow company and storage facility where the vehicle is located, and that such failure to reclaim the vehicle shall constitute a waiver of the interest of such person(s). At any time within 15 days after the notice required by this section has been sent, the owner or person lawfully entitled to possession of any such vehicle may claim the same by presenting satisfactory proof of

ownership or right to possession, and by paying the charges and expenses, if any, incurred in the preservation and custody of the vehicle.

(4) If a tow company chooses to sell or dispose of an abandoned or discarded vehicle the tow company shall comply with all provisions of Oregon law regarding such vehicles.

(5) When an abandoned or discarded vehicle is sold or disposed of the tow company shall mail a sales receipt or appropriate document showing the disposition of the vehicle to the police department. (Ord. 3064 § 11, 2007; Ord. 2385 § 11, 1982; Ord. 2373 § 11, 1981)

8.40.120 Right to sell abandoned or towed vehicles.

Whenever any vehicle shall be taken into custody pursuant to this chapter, the same shall be held at the expense and risk of the owner or person lawfully entitled to possession. (Ord. 3064 § 12, 2007; Ord. 2385 § 11, 1982; Ord. 2373 § 12, 1981)

8.40.130 Additional remedies.

Any abatement of a vehicle pursuant to this chapter is in addition to, and not in lieu of, any other civil, criminal, or administrative penalty, sanction, or remedy otherwise authorized by law. (Ord. 3064 § 13, 2007)

The St. Helens Municipal Code is current through Ordinance 3316, passed September 3, 2025.

Disclaimer: The city recorder's office has the official version of the St. Helens Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.sthelensoregon.gov/>

City Telephone: (503) 366-8217

Codification services provided by [General Code](#)

City Administrator Report
November 3, 2025 Rainier Council Meeting

Mayor Cole and Members of the Council,

On October 1, Council President Mike Kreger and I spoke with students at Hudson Park Elementary School. Councilor Scott Cooper and I did the same thing October 7 at Rainier High School.

I attended the October 6 meeting of the Columbia County Jail Operations Citizens Advisory Committee and a tree planting at the park in honor of Sarah Zuber. Three days later, I attended the Rainier Chamber of Commerce and Northwest Area Commission on Transportation meetings.

Along with Public Works Director Russ Reigel, I met with the city's engineer on October 13. I also attended a meeting that evening with supporters of the skate park project. I attended the library board meeting the following day.

On October 20, I attended the Columbia County Cultural Coalition meeting.

Lastly, City Hall hosted Shawna Taylor's second grade Hudson Park Elementary School class for a field trip on October 23.

At Your Service,

W. Scott Jorgensen, Executive MPA
City Administrator

Rainier PD
Reportable Incidents 2025

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Recovered Stolen Vehicle	0	0	0	0	1	1	1	0	0				3
Sex Offender Registration	2	1	0	5	1	2	0	0	0				11
Subject Stop	1	3	0	2	3	1	0	0	0				10
Suspicious Circumstances	37	37	37	40	47	67	55	66	40				426
Stolen Vehicle	1	0	0	0	0	1	0	1	0				3
Suicidal Subject	0	2	1	0	0	0	1	4	1				9
Sex Crimes	0	0	0	0	0	0	0	0	1				1
Traffic Accident	2	4	4	6	5	4	6	6	5				42
Theft	2	3	5	7	3	2	10	2	4				38
Trespass	0	0	0	0	0	1	1	1	2				5
Unwanted	1	0	1	0	2	4	2	3	0				13
Drugs	0	1	2	0	0	2	1	0	0				6
Violation Restraining Order	0	0	0	2	1	1	0	1	0				5
Welfare Check	7	3	3	3	12	15	0	18	7				68
Warrant Service	0	1	0	2	0	1	2	5	1				12
TOTAL	626	601	596	852	758	654	477	462	532	0	0	0	5558

Traffic / Parking													
Warning	83	57	72	65	100	68	92	110	155				802
Citation	51	43	29	39	60	31	34	77	73				437
Total	134	100	101	104	160	99	126	187	228	0	0	0	1239

November Council Update

1. Manhole Lining Estimates for 8 Manholes

Pro-Vac estimate \$27,830

Blackrock underground did not return a bid

Iron horse is not doing manhole lining until next year

Pro-Vac's process is very similar to the one Tom talked about in his presentation. They use similar material to Standard Cement. Pro-Vac investigated using standard cement's product, but it sounded like shipping was the biggest issue.

I recommend going with Pro-Vac and their material.

2. The drain valve at the water plant lagoon is working. We need to repair that entire drain system next summer since most of the valves are seized up tight.
3. Centrifuge parts are all in California. The arbor they need to balance the centrifuge got lost in shipping between them and their service facility. They are making a new arbor and should have our centrifuge tested soon.
4. All the parts for the #3 filter rebuild have shipped and should be here any day.
5. The last round of sewer line lining is scheduled to be done November 4 to 6th.
6. The SEP project along C street is completed.
7. Richards Drive has had some delays due to recent findings with sewer manholes and storm catch basins. If you have questions about this or what more information, please send me a message.
8. Flow monitoring is scheduled to start in December.