



CITY OF BEND

**INTERIM VEHICLE IMMOBILIZATION AND  
IMPOUNDMENT POLICY**

**POLICY NO. ADM 2022-1**

**TITLE: Interim Vehicle Immobilization and Impoundment Policy**  
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# **Interim Vehicle Immobilization and Impoundment Policy**

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Bend Code Chapter 1.30.005 provides for 'City Manager Authority to Adopt Administrative Regulations, Policies and Guidelines.' All regulations, policies and guidelines adopted by the City Manager shall be consistent with the City of Bend Charter, the Bend Code, and Council Ordinances.

The following policy conforms to the above stated standards.

Authorized by City Manager:

DocuSigned by:  
  
409FE33EB4E64D3

Eric King, City Manager

Dated: 2/8/2022

Reviewed by Legal Counsel:

DocuSigned by:  
  
F0C398BD345A438

Mary Winters, City Attorney

Dated: 2/8/2022

**CITY OF BEND**

**Interim Vehicle Immobilization and Impoundment Policy**

**Policy No.** 2022-1

**Department/Division:** Transportation & Mobility / Parking Services Division

**Purpose:** This Interim Policy contains guidelines for when vehicles may be immobilized or towed due to unpaid parking citations or are otherwise in violation of City of Bend Code. The purpose of this Interim Policy is to deter further violations of the City's parking regulations and to remove vehicles that may create a hazard from the right-of-way.

**Applicability:** This Interim Policy applies only to the City of Bend's Parking Services Division and the City's parking management & enforcement contractor, Diamond Parking.

**Section 1. Basis for Immobilization Due to Unpaid Parking Citations**

A vehicle may be immobilized when it has accumulated at least (a) \$250 in parking citation fees or (b) five (5) parking citations, either of which are unpaid for longer than sixty (60) days. The vehicle may be immobilized with at least one (1) business day of notice, pursuant to Section 2 of this Interim Policy.

**Section 2. Pre-Immobilization Notice**

Prior to placing an immobilization device on a vehicle or directing that it be immobilized, the City of Bend or its parking management & enforcement contractor must provide written notice that the vehicle is subject to immobilization. Such notice shall be provided by personal service by posting on the offending vehicle, sent by first class mail at the address on record or found in the applicable state's motor vehicle record, transmitted electronically using the City's parking management application, or by any other means reasonably calculated to provide adequate notice to the vehicle owner. These notices should generally be placed after the fourth (4<sup>th</sup>) unpaid parking citation, or when \$200 in outstanding citation fees have accumulated. The notice will inform the vehicle owner that one (1) additional parking citation or additional \$50 in unpaid fees and continued failure to pay outstanding fines for sixty (60) days could result in the vehicle being immobilized. The notice must also inform the vehicle owner of their right to request a reduction in fines, as set forth in Section 8 below.

**Section 3. Immobilization; Post-Immobilization Notice**

An authorized immobilization device may be placed on the vehicle's windshield. Vehicles may only be immobilized if found parked on public property, including within City rights-of-way or any City parking facilities.

Upon immobilization, a written notice shall be posted on the vehicle stating:

- a. the reason the vehicle was immobilized;
- b. that the immobilization device may be removed by paying all outstanding fees, fines, costs and penalties then due;
- c. how and where payment can be made; and
- d. how the vehicle owner may request reduction in fines.

### **Section 3. Removal of Immobilization Device**

The immobilization device may be removed after payment in full is received by the City or its parking management & enforcement contractor for the outstanding amounts plus all applicable fees and charges, or the individual has agreed to a payment plan. The individual is responsible for all fees and charges, unless reduced or waived in accordance with Section 8 below. A vehicle that has been immobilized shall not be released until all outstanding fees have been paid to the City or its parking management & enforcement contractor or there is a valid payment plan in place.

A person who has paid all outstanding fees, or who has agreed to a payment plan, is specifically authorized by the City to remove the immobilization device from their vehicle provided such device is promptly returned to the City or its parking management & enforcement contractor as provided on the device. No person other than a person authorized by the City shall remove or attempt to remove an immobilization device and no person shall move or attempt to move an immobilized vehicle until the device is removed. Driving with an immobilization device affixed to the windshield may constitute a violation of ORS 815.220 and be subject to penalty.

**Section 4. Towing or Impounding.** The towing or impoundment policies set forth below are in addition to and not in lieu of any procedure for towing or impoundment required by statute or other applicable law.

A. Advance notice not required. A vehicle may be towed or impounded without advance notice if removal of the vehicle is needed for snow removal in emergency snow zones as identified by the City, the vehicle is obstructing traffic, blocking a driveway, violating posted temporary no parking requirements for special events, obstructing a fire lane, or in cases of emergency.

B. Advance notice required.

1. A vehicle may be towed or impounded, following notice described in this subsection, in the following circumstances:

- a. If the vehicle has been parked in the same location for more than three (3) business days. If the only violation is a violation

of this section and it reasonably appears from the circumstances the vehicle is being lived in and the owner of the vehicle has asserted an inability to pay fines or impoundment fees, the City shall consider other options and weigh the necessity of removing a vehicle, including factors such as public health and safety, before towing and impounding a vehicle;

b. Where another time limit is designated for the location in which a vehicle is parked, including in the right-of-way or in a City-owned parking facility, where the vehicle has been parked for a period of three times longer than the time originally allowed for the vehicle to be parked;

c. Where removal of the vehicle is needed for scheduled street closure, including scheduled maintenance;

d. If the vehicle has been abandoned;

e. If the vehicle has been immobilized under this Interim Policy for unpaid parking violations, and either the owner has not requested an administrative hearing on the validity of the immobilization or the immobilization device has not been removed after (ten) 10 days; or

f. In other circumstances where towing and impoundment are authorized by statute, ordinance, or policy.

2. Required Notice. Prior to towing a vehicle under this Section, the City or its parking management & enforcement contractor must provide individualized written notice by posting notice on the vehicle that the vehicle is subject to be towed if the vehicle is not moved by the posted date, which must be at least 24-hours after the notice is posted. Notice shall also be transmitted electronically using the City's parking management application, if the vehicle is registered on such application.

C. Post-towing notice.

1. Once the vehicle is impounded, the City or its parking management & enforcement contractor shall mail copy of the impound report along with information describing the location of the vehicle and the procedures for its release to the legal and registered owners of the towed vehicle within 48 hours, not including Saturdays, Sundays or holidays, unless the vehicle has been previously released (ORS 819.180).

2. The notice shall include:

a. That the vehicle has been taken into custody and towed, the identity of the appropriate towing authority and the statute, ordinance, policy, or rule under which the vehicle has been taken into custody and towed;

b. The location of the vehicle or the telephone number and address of the authority that will provide that information;

c. That the vehicle is subject to towing and storage charges, the amount of charges that have accrued to the date of the notice and the daily storage charges;

d. That the vehicle and its contents are subject to a lien for payment of the towing and storage charges and that the vehicle and its contents will be sold to cover the charges if the charges are not paid by a date specified by the appropriate authority;

e. That the owner, possessor or person having an interest in the vehicle and its contents is entitled to a prompt hearing to contest the validity of taking the vehicle into custody and towing it, and to contest the reasonableness of the charges for towing and storage if a hearing is requested in a timely manner:

f. The time within which a hearing must be requested and the method for requesting a hearing;

g. That the vehicle and its contents may be immediately reclaimed by presentation to the appropriate authority of satisfactory proof of ownership or right to possession, and either payment of the towing and storage charges or the deposit of cash security or a bond equal to the charges with the appropriate authority; and

h. That the owner of the vehicle may request a hearing to demonstrate their inability to pay outstanding fines and towing costs and request a reduction in fines and fees.

**Section 6.** The towing and impoundment sections of this Interim Policy are in addition to and do not alter or override any immobilization, towing, or impoundment policies of the Bend Police Department.

**Section 7. Post-Immobilization or Post-Towing Hearing.**

If a vehicle is immobilized or impounded, the person entitled to the vehicle may request an administrative hearing on the immobilization or impoundment as provided in the

Bend Municipal Code 6.25.000(E). Following the hearing, fees and fines, including the costs of immobilization or impoundment, may be reduced, as set forth in Section 8 of this Interim Policy.

### **Section 8. Reduced Fees and Payment Plans.**

Persons that have outstanding parking citations may:

- a. Request a fee reduction based on financial hardship or inability to pay all outstanding fees; or
- b. Pay fines and fees over time through a monthly payment plan. Except as provided below, the minimum payment for a payment plan is at least \$50 per month for up to twenty (24) months.

Persons who are eligible for a fee reduction may also be eligible for a payment plan. Requesting a fee reduction does not disqualify a person for obtaining a payment plan on the reduced fee.

If a person is receiving or is eligible to receive state or federal government financial assistance, or if a person is currently enrolled as a full-time high-school or college student, that person may be eligible for a monthly payment plan as low as \$25 per month.

Individuals who qualify for state or federal government financial assistance will be presumed to be eligible for a 50% reduction in fees. Additional reduction in fee amounts will be made on an individualized basis and based on the following criteria: (a) income, (b) employment, and (c) demonstrated inability to repay outstanding amount. If a payment plan request is approved, the person requesting the payment plan will receive a payment schedule lasting no more than twenty-four (24) months from the date of the first payment. The first payment will be due at the time of the payment plan agreement date.

Payment plan requests may be denied if the person failed to complete a previous payment plan.

If the City or its parking management & enforcement contractor does not receive a payment on its due date, the City's Parking Services Manager may cancel a payment plan and all outstanding fees may become immediately due and payable. The City reserves the right to review the payment plan, limited to true hardship situations. In addition, the vehicle that accrued the parking citations will be eligible to be immobilized subject to this Interim Policy.

**Certificate Of Completion**

Envelope Id: 38E32B10EFBE49DD824FD28BF77B0F87	Status: Completed
Subject: Please DocuSign: ADM 2022-1 Interim Immobilization Policy.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Brenda Mingus
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	710 NW Wall St.
	Bend, OR 97703
	bmingus@bendoregon.gov
	IP Address: 216.228.166.253

**Record Tracking**

Status: Original	Holder: Brenda Mingus	Location: DocuSign
2/8/2022 11:29:58 AM	bmingus@bendoregon.gov	

**Signer Events**

Mary Winters  
 mwinters@bendoregon.gov  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 F0C398BD345A438...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.228.166.253

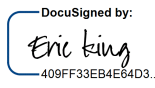
**Timestamp**

Sent: 2/8/2022 11:30:48 AM  
 Viewed: 2/8/2022 11:44:19 AM  
 Signed: 2/8/2022 11:44:43 AM

**Electronic Record and Signature Disclosure:**

Accepted: 2/8/2022 11:44:19 AM  
 ID: c40dfea4-fc95-4575-aecc-31f3c1a2e841  
 Company Name: City of Bend

Eric King  
 eking@bendoregon.gov  
 City Manager  
 City of Bend  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 409FF33EB4E64D3...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 98.142.36.35

Sent: 2/8/2022 11:44:44 AM  
 Viewed: 2/8/2022 11:47:55 AM  
 Signed: 2/8/2022 11:48:20 AM

**Electronic Record and Signature Disclosure:**

Accepted: 5/11/2021 3:40:52 PM  
 ID: 1be4d586-76d4-4e39-83e4-3feae319b4d0  
 Company Name: City of Bend

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Michael Selkirk  
 mselkirk@bendoregon.gov  
 City of Bend  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 2/8/2022 11:48:21 AM

**Electronic Record and Signature Disclosure:**



<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Accepted: 8/17/2020 8:56:02 AM  
ID: 9e9187b3-a92e-4888-8612-9d83eb4b1b6b  
Company Name: City of Bend

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	2/8/2022 11:30:49 AM
Certified Delivered	Security Checked	2/8/2022 11:47:55 AM
Signing Complete	Security Checked	2/8/2022 11:48:20 AM
Completed	Security Checked	2/8/2022 11:48:21 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Bend (we, us or City) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Notices and disclosures may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact the City:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

#### **To advise the City of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number.**

#### **To withdraw your consent with the City**

**To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:**

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;**
- ii. send us an email to [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number.**

#### **Required hardware and software**

**The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here:**  
**<https://support.docusign.com/guides/signer-guide-signing-system-requirements>.**

**Acknowledging your access and consent to receive and sign documents electronically**

**To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.**

**By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:**

- You can access and read this Electronic Record and Signature Disclosure; and**
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and**
- Until or unless you notify the City as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the City during the course of your relationship with the City.**