

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, August 28, 2017, 7:00pm**

**\*\*Chetco Community Public Library, 405 Alder Street, Brookings, OR 97415**

### **CITY COUNCIL**

#### **A. Call to Order**

#### **B. Pledge of Allegiance**

#### **C. Roll Call**

#### **D. Oral Requests and Communications from the audience**

1. Public Comments on non-agenda items – 5 minute limit per person.\*

#### **E. Staff Reports**

1. Chetco Bar Fire Update [City Manager]
2. Adopt A Park MOUs [Parks, Pg. 3]
  - a. Outline-Volunteer in Parks Webpage Update [Pg. 4]
  - b. Brookings Harbor Lions Club MOU [Pg. 5]
  - c. Curry Coast Community Radio MOU [Pg. 7]
3. Park Field Users MOUs [Parks, Pg. 9]
  - a. Brookings Harbor Little League MOU [Pg. 10]
  - b. Brookings Harbor Soccer League MOU [Pg. 12]
  - c. Brookings Harbor Adult Softball League MOU [Pg. 14]
4. Brookings Harbor Garden Club MOU [Parks, Pg. 16]
  - a. Brookings Harbor Garden Club MOU [Pg. 17]
5. Airport Water Main Extension [City Manager, Pg. 19]
  - a. Cost Sharing Agreement [Pg. 21]
  - b. Easement for Public Utilities [Pg. 25]
6. General Employee Union Contract Agreement [City Manager, Pg. 34]
  - a. Contract [Pg. 36]

#### **F. Consent Calendar**

1. Approve Council minutes for August 14, 2017 [Pg. 60]
2. Receive Monthly Financial Report for July 2017 [Pg. 64]

#### **G. Remarks from Mayor and Councilors**

1. Council Liaison Reports

#### **H. Adjournment**

\*Obtain Public Comment Forms and view the agenda and packet information on-line at [www.brookings.or.us](http://www.brookings.or.us), at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.


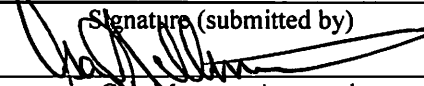
**\*\*NOTE: Change of Location**

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: August 28, 2017

Originating Dept: Parks

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Adopt a Park Memorandum of Understandings

Recommended Motion:

Motion to authorize the Mayor to execute Memorandum of Understandings with ....

- Brookings Harbor Lions Club at Oasis Park
- Curry Coast Community Radio at Bankus Park

for beautification projects and ongoing maintenance

Financial Impact:

None

Reviewed by Finance & Human Resources Director: 

Background/Discussion: In December of 2013, staff began to explore rebranding the City's Parks and Recreation webpage in order to include more information regarding opportunities for volunteering in parks. Redevelopment of the City's Parks and Recreation webpage has made significant progress over the past year including the addition of an Adopt a Park link.

Two local service organizations, Brookings Harbor Lions Club at Oasis Park and Curry Coast Community Radio (KCIW) at Bankus Park are currently active in maintaining said park.

In the Spring of 2014, staff successfully recruited volunteers to participate in the ODOT Adopt a Highway program. There are currently thirteen organizations picking up litter on their assigned stretch of highway 101 from the California/Oregon border to Thomas Creek Bridge.

Staff continues to explore avenues to engage community members and organizations for volunteer opportunities in parks.

Attachments:

- a. Outline - Volunteer in Parks Webpage Update
- b. Memorandum of Understanding with Brookings Harbor Lions Club
- c. Memorandum of Understanding with Curry Coast Community Radio

# Brookings Oregon

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A A A

You are here: [Home](#) > [Government](#) > [Departments](#) > [Parks & Recreation](#) > [Volunteer in Parks](#)

## Volunteer in Parks

### Volunteer Opportunities

#### Adopt-a-Park

- Follow this link to [adopt-a-park](#)

#### Adopt-a-Highway

#### Azalea Park Foundation

#### Capella Docents

- Follow this link to see the [Capella Docent Volunteer Job Description](#)
- Follow this link to download the [Capella Docent Volunteer Application](#)

#### Park Rangers

- Follow this link to learn more about becoming a [Park Ranger](#)

Return to [Parks and Recreation](#) page



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BROOKINGS  
AND  
BROOKINGS HARBOR LIONS CLUB**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Lions Club (CLUB), an Oregon non-profit corporation.

WHEREAS, CITY leases the area known as Oasis Park, inclusive of a picnic table, benches and sculpture

WHEREAS, CLUB desires to adopt Oasis Park and take over the responsibility of maintenance.

NOW, THEREFORE, the parties agree as follows:

**1.0 CLUB OBLIGATIONS**

- 1.01. Maintain all CLUB owned equipment and appurtenances
- 1.02. Perform routine maintenance in the park i.e. weed abatement, litter pickup, raking and watering.

**2.0 CITY OBLIGATIONS**

- 2.01. Mow and fertilize grass area all season
- 2.02. restock dog waste station regularly
- 2.03. Coordinate its maintenance activities with those of CLUB.

**3.0 INSURANCE REQUIREMENT**

CLUB will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on policy. CITY and CLUB agrees that in the event of vandalism to any appurtenance specific to the use of CLUB the deductible expense will be shared equally.

**4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect in perpetuity or until terminated as described in this agreement.

**5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days.

**6.0 MEETINGS**

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects

or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

#### **7.0 HOLD HARMLESS CLAUSE**

CLUB shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of CLUB or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2017.

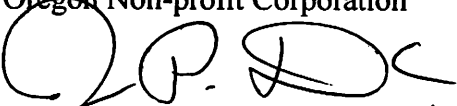
CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

BROOKINGS HARBOR LIONS CLUB  
An Oregon Non-profit Corporation

  
\_\_\_\_\_  
Name: Joseph A. Donahue  
Title: President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BROOKINGS  
AND  
CURRY COAST COMMUNITY RADIO**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and Curry Coast Community Radio (KCIW), an Oregon non-profit organization.

WHEREAS, CITY owns the area known as Bankus Park, inclusive of a fountain, benches and sculpture

WHEREAS, KCIW desires to adopt Bankus Park and take over the responsibility of maintenance.

NOW, THEREFORE, the parties agree as follows:

**1.0 KCIW OBLIGATIONS**

- 1.01. Maintain all KCIW owned equipment and appurtenances
- 1.02. Perform routine maintenance in the park i.e. weed abatement, litter pickup, mulching, and raking.

**2.0 CITY OBLIGATIONS**

- 2.01. Mow and fertilize grass area all season
- 2.02. restock dog waste station regularly
- 2.03. empty trash receptacle regularly
- 2.04. Coordinate its maintenance activities with those of KCIW.

**3.0 INSURANCE REQUIREMENT**

KCIW will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on policy. CITY and KCIW agrees that in the event of vandalism to any appurtenance or equipment specific to the use of KCIW the deductible expense will be shared equally.

**4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect in perpetuity or until terminated as described in this agreement.

**5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days.



## 6.0 MEETINGS

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

## 7.0 HOLD HARMLESS CLAUSE

KCIW shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of KCIW or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

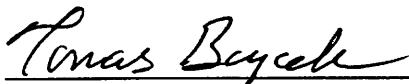
CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

Curry Coast Community Radio (KCIW)



Name: Tomas Bozack  
President, Curry Coast Community Radio





# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: August 28, 2017

Originating Dept: Parks

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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Subject: Azalea Park and Bud Cross Park Ball Field User Memorandum of Understanding

Recommended Motion:

Motion to authorize the Mayor to execute Memorandum of Understandings with ....

- Brookings Harbor Little League
- Brookings Harbor Soccer League
- Brookings Harbor Adult Softball League

for in season field maintenance

Financial Impact:

None

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

For many years, non-profit sports leagues (listed above) have used city park fields and facilities with what is often referred to as a "handshake agreement". A Memorandum of Understanding (MOU) will memorialize the duties and responsibilities of each organization for the field and facility they are using in season.

A long term plan for maintenance of facilities where grant money is contributed by the Oregon Parks and Recreation Department is required in order to show there is public commitment and that maintenance isn't the sole responsibility of the municipality. A written MOU between the City and each user group puts the City in a good position responding to this requirement.

Attachments:

- a. Memorandum of Understanding with Brookings Harbor Little League
- b. Memorandum of Understanding with Brookings Harbor Soccer League
- c. Memorandum of Understanding with Brookings Harbor Adult Softball League

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BROOKINGS  
AND  
BROOKINGS HARBOR LITTLE LEAGUE**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Little League (BHLL), an Oregon non-profit corporation.

WHEREAS, CITY owns the area known as Bud Cross Park, inclusive of a restroom building, concession building with equipment room, equipment building, field fences, backstops, scorers boxes, bullpens, dugouts, and all appurtenances associated with the use of the fields at Bud Cross Park and

WHEREAS, CITY owns the area known as Azalea Park Sports Complex, inclusive of a restroom /concession building, equipment room, field fences, backstops, scorers tables, dugouts, and all appurtenances associated with the use of the sports complex

WHEREAS, BHLL uses Bud Cross Park and Azalea Park Sports Complex for practice and league play

WHEREAS, BHLL uses said properties "in season" annually from the beginning of April through the end of July.

NOW, THEREFORE, the parties agree as follows:

**1.0 BHLL OBLIGATIONS**

- 1.01. Maintain all league owned equipment within Bud Cross Park and Azalea Park Sports Complex.
- 1.02. Perform field preparation (chalking, infield dragging) on designated fields of use prior to practices and games as required.
- 1.03. Perform routine maintenance on designated fields of use and associated fencing in season.
- 1.04. Perform litter clean-up in and around Bud Cross Park and Azalea Park Sports Complex including the dugouts, bullpen, ball fields and spectator areas as well as the restroom/concession building, day use picnic area and associated parking lots following games and practices during in season.

**2.0 CITY OBLIGATIONS**

- 2.01. Mow grass all season
- 2.02. Perform weed abatement along fence lines all season
- 2.03. Perform annual maintenance of all structures
- 2.04. Empty trash receptacles as needed
- 2.05. Coordinate its maintenance activities with those of BHLL.
- 2.06. Fertilize the ball fields, mulch and spray landscape areas all season.

### **3.0 INSURANCE REQUIREMENT**

BHLL will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on policy. CITY and BHLL agrees that in the event of vandalism to any appurtenance specific to the use of BHLL the deductible expense will be shared equally.

### **4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect in perpetuity or until terminated as described in this agreement.

### **5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days.

### **6.0 MEETINGS**

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

### **7.0 HOLD HARMLESS CLAUSE**

BHLL shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of BHLL or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

BROOKINGS HARBOR LITTLE LEAGUE  
An Oregon Non-profit Corporation

\_\_\_\_\_  
Name:  
Title:

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BROOKINGS  
AND  
BROOKINGS HARBOR SOCCER LEAGUE**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Soccer League (BHSL), an Oregon non-profit corporation.

WHEREAS, CITY owns the area known as Azalea Park Sports Complex, inclusive of one multi-use field and two adult softball fields, restroom/concession building, equipment buildings, field fences, and all appurtenances associated with the use of the sports complex at Azalea Park and

WHEREAS, BHSL uses the sports complex for practice and league play and

WHEREAS, BHSL uses said properties "in season" annually from the beginning of August through the end of October.

NOW, THEREFORE, the parties agree as follows:

**1.0 BHSL OBLIGATIONS**

- 1.01. Maintain all league owned equipment within the sports complex
- 1.02. Perform field preparation (chalking and/or field lining) on designated fields of use prior to practices and games as required.
- 1.03. Perform routine maintenance on designated fields of use and associated fencing in season.
- 1.04. Perform litter clean-up in and around the sports complex including the dugouts, spectator areas as well as the restroom/concession building, day use picnic areas and parking lots associated with the sports complex following games and practices during in season.
- 1.05. Reseed goalie boxes and any other areas within designated fields of use damaged from in season use

**2.0 CITY OBLIGATIONS**

- 2.01. Mow grass areas all season
- 2.02. Perform weed abatement along fence lines all season
- 2.03. Perform annual maintenance of all structures
- 2.04. Empty trash receptacles as needed
- 2.05. Coordinate its maintenance activities with those of BHSL.
- 2.06. Fertilize the fields, mulch and spray landscape areas all season.

**3.0 INSURANCE REQUIREMENT**

BHSL will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on policy. CITY and BHSL agrees that

in the event of vandalism to any appurtenance specific to the use of BHSL the deductible expense will be shared equally.

#### **4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect in perpetuity or until terminated as described in this agreement.

#### **5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days.

#### **6.0 MEETINGS**

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

#### **7.0 HOLD HARMLESS CLAUSE**

BHSL shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of BHSL or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2017.

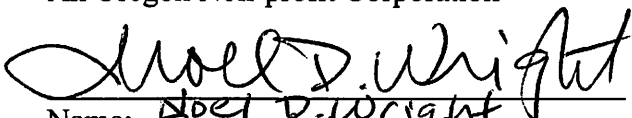
CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

BROOKINGS HARBOR SOCCER LEAGUE  
An Oregon Non-profit Corporation

  
Name: Noel D. Wright  
Title: President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF BROOKINGS  
AND  
BROOKINGS HARBOR ADULT SOFTBALL LEAGUE**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Adult Softball League (BHASL), an Oregon non-profit corporation.

WHEREAS, CITY owns the area known as Azalea Park Sports Complex, inclusive of one multi-use field, and two adult softball fields, restroom/concession building, equipment room, field fences, and all appurtenances associated with the use of the sports complex at Azalea Park and

WHEREAS, BHASL uses the sports complex for practices and league play and

WHEREAS, BHASL uses said properties "in season" annually from the beginning of June through the end of August.

NOW, THEREFORE, the parties agree as follows:

**1.0 BHASL OBLIGATIONS**

- 1.01. Maintain all league owned equipment within the sports complex
- 1.02. Perform field preparation (chalking, infield dragging) on designated fields of use prior to practices and games as required.
- 1.03. Perform routine maintenance on designated fields of use and associated fencing in season.
- 1.04. Perform litter clean-up in and around sports complex including the dugouts, spectator areas as well as the restroom/concession building, day use picnic areas and parking lots associated with the sports complex following games and practices during season.

**2.0 CITY OBLIGATIONS**

- 2.01. Mow grass areas all season
- 2.02. Perform weed abatement along fence lines all season
- 2.03. Perform annual maintenance of all structures
- 2.04. Empty trash receptacles as needed
- 2.05. Coordinate its maintenance activities with those of BHASL.
- 2.06. Fertilize the ball fields, mulch and spray landscape areas all season.

**3.0 INSURANCE REQUIREMENT**

BHASL will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on policy. CITY and BHASL agrees that in the event of vandalism to any appurtenance specific to the use of BHASL the deductible expense will be shared equally.

#### **4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect in perpetuity or until terminated as described in this agreement.

#### **5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days.

#### **6.0 MEETINGS**

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

#### **7.0 HOLD HARMLESS CLAUSE**

BHASL shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of BHAS or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2017.

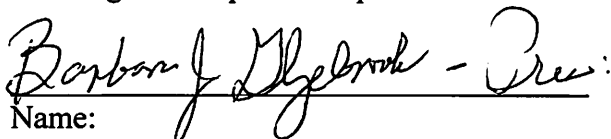
CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

BROOKINGS HARBOR ADULT SOFTBALL LEAGUE  
An Oregon Non-profit Corporation

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


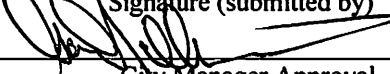


# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: August 28, 2017

Originating Dept: Parks

  
\_\_\_\_\_  
Signature (submitted by)  
  
\_\_\_\_\_  
City Manager Approval

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
Subject: Memorandum of Understanding with Brookings Harbor Garden Club

Recommended Motion:

Motion to authorize the Mayor to execute a new Memorandum of Understanding with the Brookings Harbor Garden Club with respect to City property landscape maintenance.

Financial Impact:

\$3,000 annual cost of maintaining landscaped areas.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

For the past 4 years, the Brookings Harbor Garden Club (BHGC) has been maintaining the City-owned landscaped area along Chetco Avenue between Ross Road and the Ray's Market driveway, and the landscaped area in the quad area of City Hall. These areas were previously maintained by City park staff.

The BHGC currently maintains the Botanical Garden located on ODOT property at the intersection of Chetco and North Bank Chetco River Road.

Under the new terms of the proposed Memorandum of Understanding (MOU), the BHGC membership will continue the responsibility for maintaining these areas for the next year and the City will provide the BHGC with a \$3,000 annual stipend. The City would continue to maintain the grass.

Attachment(s):

- a. 2017-18 Memorandum of Understanding with Brookings Harbor Garden Club.

# **MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF BROOKINGS AND BROOKINGS HARBOR GARDEN CLUB**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Garden Club (CLUB), an Oregon non-profit corporation.

WHEREAS, CITY owns the landscaped area along the north side of Chetco Avenue between Ross Road and 5th Street;

WHEREAS, CLUB currently cares for and maintains that area located on Oregon Department of Transportation property known as the Botanical Garden;

WHEREAS, CLUB had demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, CLUB has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

## **1.0 CLUB OBLIGATIONS**

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance for:
  - a. Brookings City Hall landscaped areas (south parking lot landscape areas, courtyard, north entry and landscape areas)
  - b. The landscaped area along the north side of Chetco Avenue between Ross Road and 5th Street.
- 1.02. Maintain plants, shrubs ground cover and trees
- 1.03. Perform general litter clean-up as needed.
- 1.04. Remove all vegetation debris and haul to the Public Works upper yard located at 715 Railroad Street.

## **2.0 CITY OBLIGATIONS**

- 2.01. Provide and maintain all irrigation systems and water service.
- 2.02. Mow all grass areas
- 2.03. Prune and/or remove large plants and trees deemed unsafe and remove invasive noxious weeds as specified by CLUB
- 2.04. Perform general litter and animal feces clean up in grassy areas.
- 2.05. Coordinate its maintenance activities with those of CLUB.
- 2.06. Provide new plants, fertilizer, and mulch.

## **3.0 INSURANCE REQUIREMENT**

CLUB will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. City to be listed as additionally insured on the policy.

#### **4.0 TERM**

This agreement shall take effect upon the execution of this agreement, and shall remain in effect for a period of 1 year ending June 30, 2018 or until terminated as described in this agreement.

#### **5.0 TERMINATION**

Either party for any reason may terminate this agreement provided that written notice of termination is given no less than thirty (30) days prior to next six month scheduled payment.

#### **6.0 STIPENDS**

CITY will provide CLUB with an annual stipend of \$3,000 payable in increments of \$1,500 upon execution of this Agreement and \$1500 on or around January 1, 2018.

#### **7.0 MEETINGS**

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this Memorandum. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

#### **8.0 HOLD HARMLESS CLAUSE**

CLUB shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of CLUB or its officers, employees, subcontractors, or agents under this MOU.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this \_\_\_\_ day of August, 2017.

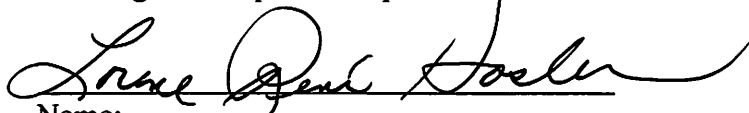
CITY OF BROOKINGS  
An Oregon Municipal Corporation

ATTEST

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

BROOKINGS HARBOR GARDEN CLUB  
An Oregon Non-profit Corporation



Name:

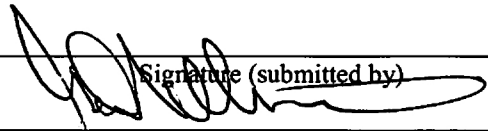
Title:

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: August 28, 2017

Originating Dept: City Manager

  
Signature (submitted by)  
\_\_\_\_\_  
City Manager Approval

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Subject: Water Main Extension into Brookings Airport Agreement and Easement

Recommended Motion:

1. Motion to authorize City Manager to execute to an agreement with Curry County and Cal Ore Life Flight concerning the installation of a water main extension to the Brookings Airport with 60 per cent of the cost to be funded by the U.S. Economic Development Administration, \$5,000 to be funded by the County, \$5,000 to be funded by Cal Ore Life Flight, and the local share balance to be funded by the City.
2. Motion to accept easement from Curry County for water main extension into the Brookings Airport.

Financial Impact:

Estimated \$3,500-\$8,800 Water SRF Fund expenditure.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

At its meeting of August 14, 2017, the City Council authorized the City Manager to proceed with a proposal to extend an eight-inch water main from the recently completed Brookings Airport Infrastructure Project into the Brookings Airport with a cost share to be 60 per cent U.S. Economic Development Administration grant funded and 40 per cent County funded.

The County solicited a \$5,000 contribution for this project from Cal Ore Life Flight, which plans to develop a facility on the adjacent property. The County Board of Commissioners has also agreed to contribute \$5,000 toward the project. Staff estimates that the "gap" between County/Cal Ore funding and the actual cost to be \$3,500-8,800.

An easement onto the County property will also be required, and the County has agreed to provide the easement at no cost.

The City is \$115,000 under budget for the original project. The cost estimate for extending the water main and installing a hydrant just inside the airport fence near the Flying Club building is \$46,882.50. The 40 per cent local share would be about \$18,753.00. This project would eliminate the need for both the County and Cal Ore Life Flight, which is planning to develop a new crew quarters building just outside the fence, to trench across the road to secure one-inch service laterals (estimated combined cost of \$17,500).

The U.S. Economic Development Administration has approved the use of residual funds for this project, and preparation of construction plans are in progress. The work would need to be completed by September 27.

Note that the water main is where it is today...and not right next to the Flying Club building...at the insistence of the County.

Attachment(s):

- a. Cost sharing agreement.
- b. Easement for public utilities

## **COST SHARING AGREEMENT FOR CONSTRUCTION OF WATER MAIN EXTENSION AND FIRE HYDRANT AT THE BROOKINGS AIRPORT**

This cost sharing agreement (the "Agreement") is entered into by and between the City of Brookings, an Oregon Municipal Corporation (the "City"), Curry County, a Political Subdivision of the State of Oregon (the "County"), and Cal-Ore Life Flight LLC, an Oregon Limited Liability Company, SOS Reg.# 099980-14 ("Cal-Ore"), for the purpose of establishing a cost sharing arrangement and other terms for the construction of an 8-inch water main extension and fire hydrant at the Brookings Airport.

### **RECITALS**

WHEREAS, the City of Brookings is currently administering a U.S. Economic Development Agency ("EDA") grant to extend water service for the purpose of economic development; and

WHEREAS, there are unspent grant funds available because the original project came in under budget; and

WHEREAS, the County owns the Brookings Airport, which would benefit from the extension of City water services to the airport; and

WHEREAS, Cal-Ore would benefit from the installation of the water main extension as it would serve Cal-Ore's planned expansion at the Brookings Airport; and

WHEREAS, both Cal-Ore and the County have the option of extending a one-inch private line from the existing main to their separate facilities for an expense of \$5000 each; and

WHEREAS, under the aforementioned EDA grant, the City has the ability to extend an 8-inch line from the existing main to an area just within the airport fence and to place a fire hydrant on the end of that line as depicted in a separate easement document; and

WHEREAS, the costs for the Project have been estimated to be \$46,882.50, making the unfunded grant-match portion of that estimate \$18,753.00.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and sufficient consideration, the parties agree as follows:

- 1.0 RECITALS. The above recitals are hereby incorporated into the body of this Agreement as though set forth here in full. The parties agree that the Recitals are accurate and correct.

\\

2.0 CITY RIGHTS AND OBLIGATIONS.

- 2.1 The City will administer the Project, including both the construction and grant administration.
- 2.2 The City will pay all costs of construction of the Project and will be responsible for fulfilling all obligations to the EDA.
- 2.3 The City will own and maintain the water main and the fire hydrant.
- 2.4 The City will allow the County to connect a single, one-inch lateral to the main to serve the Brookings Airport.
- 2.5 The City will allow Cal-Ore, upon payment of all required fees, to connect a single, 1-inch lateral to the main to serve its development at the Brookings Airport.
- 2.6 Any additional connections by the County or any other party will be handled separately.

3.0 COUNTY RIGHTS AND OBLIGATIONS.

- 3.1 The County will grant the City a utility easement for the 8-inch water main extension and fire hydrant on the airport property in the area described in the separate easement document. The County surveyor will approve the location of the easement.
- 3.2 The County will pay the City Five Thousand Dollars (\$5000) within 30 days of the completion of the Project as part of the local match cost of the Project.
- 3.3 The County will be responsible for all costs of construction of its 1-inch lateral.
- 3.4 The County will connect its lateral to the water main extension during the Project's construction period.
- 3.5 The County will be responsible for paying the City the monthly service fees and charges for the 1-inch connection.

4.0 CAL-ORE OBLIGATIONS.

- 4.1 Cal-Ore will pay the City the sum of Five Thousand Dollars (\$5000) within 30 days of the completion of the Project as part of the local match cost of the Project.
- 4.2 Cal-Ore will be responsible for all costs of construction of its 1-inch lateral.
- 4.3 Cal-Ore will be responsible for the payment of all City SDC's, meter fees and related costs to connect a 1-inch lateral from its development to the water main.
- 4.4 Cal-Ore will be responsible for paying the City the monthly service fees and charges for the 1-inch connection.
- 4.5 Cal-Ore will connect its lateral to the water main extension during the Project's construction period.

5.0 GENERAL PROVISIONS.

- 5.1 *Severability Clause.* If any clause, sentence or any other provision of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining provisions will remain in full force and effect to the fullest extent permitted by law.



- 5.2 *Integration Clause.* This Agreement and the attachments hereto are the entire agreement between the Parties. There is no other oral or written agreement between the Parties with regard to this subject matter. The Parties are not entitled to rely on any prior oral or written representations made by either Party, implied or express, other than those contained in this Agreement.
- 5.3 *Amendments.* Any modifications or amendments to this Agreement must be made in writing and signed by the party against whom it is to be enforced.
- 5.4 *No Partnership.* Nothing contained in this Agreement or any acts of the parties hereto may be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or any association between any of the parties.
- 5.5 *No Third-Party Beneficiaries.* No provision in this Agreement is intended to create any rights with respect to the subject matter of this Agreement in any third party.
- 5.6 *Successor and Assigns.* The benefits conferred by this Agreement and the obligations assumed hereunder will inure to the benefit of and bind the successors and assigns of the parties.
- 5.7 *Waiver.* No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.
- 5.8 *Attorney's Fees and Costs.* If any party hereto brings a civil action or other legal proceeding to enforce their rights under this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees, incurred in connection with the action or proceeding and any appeal.
- 5.9 *Time of Essence.* Time is of the essence in this Agreement and failure to comply with this provision constitutes a material breach of this Agreement.
- 5.10 *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the State of Oregon.
- 5.11 *Counterparts.* This Agreement may be signed in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.
- 5.12 *Execution.* The signatories hereto represent and warrant that they have been duly authorized to execute this Agreement on behalf of their respective parties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement by affixing the signatures of their authorized representatives below.

**CITY OF BROOKINGS**

\_\_\_\_\_  
By: Gary Milliman, City Manager

Dated: \_\_\_\_\_

**COUNTY OF CURRY**

\_\_\_\_\_  
Thomas Huxley, Chair  
Curry County Board of Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sue Gold, Vice Chair  
Curry County Board of Commissioners

Dated: \_\_\_\_\_

\_\_\_\_\_  
Court Boice, Commissioner  
Curry County Board of Commissioners

Dated: \_\_\_\_\_

**CAL-ORE LIFE FLIGHT LLC**

\_\_\_\_\_  
By: Dan Brattain, President/CEO

Dated: \_\_\_\_\_

AFTER RECORDING RETURN TO:

City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Mail Tax Statements To: No Change

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### EASEMENT FOR PUBLIC UTILITIES

Effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Effective Date**”), Curry County, a political subdivision of the State of Oregon corporation, (“**Grantor**”) hereby grants to the City of Brookings, Oregon, a municipal corporation (“**Grantee**”), a non-exclusive perpetual easement (the “**Easement**”) over the real property described and depicted on Exhibit “A” attached hereto and incorporated herein (the “**Easement Area**”), for the construction, operation, inspection, repair, maintenance and replacement of public utilities, including an 8-inch water main and fire hydrant, together with related appurtenances (collectively, the “**Easement Improvements**”), to be located by Grantee on the real property of Grantor situated in the City of Brookings, Curry County, State of Oregon, as more particularly described on Exhibit “B” attached hereto and incorporated herein for all intents and purposes (the “**Burdened Property**”).

The non-cash consideration for this easement is the ability of the County to receive City water service at the Brookings Airport. The cash consideration for this easement is that the City is paying approximately \$3,753.00 more than the County for the construction of the water main extension to the Airport property.

The Easement is granted on the following terms and conditions:

1. The Easement includes a permanent, nonexclusive right of right of Grantee, its officers, agents, employees and contractors (each, a “**Grantee Party**,” and collectively, the “**Grantee Parties**”) to commercially reasonable vehicular and pedestrian ingress and egress upon, over and across the Easement Area for the purposes of constructing, operating, inspecting, repairing, maintaining, or replacing the Easement Improvements, as may exist from time to time.
2. Grantee Parties, prior to entering upon lands of Grantor for the purpose of constructing, operating, inspecting, repairing, maintaining, or replacing the Easement Improvements, must obtain the prior approval of the Brookings Airport Manager, which approval may not be unreasonably withheld. Grantee will have the right from time to time to remove all vegetation, including trees and undergrowth, and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges, and easement granted herein.
3. Grantee must not permit any maintenance or construction equipment that would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of Grantor without prior approval; provided, however, that such prior approval will not be necessary when an emergency condition

1 –PUBLIC UTILITIES EASEMENT

exists and immediate action by one or more Grantee Parties is necessary to protect the public health. When an emergency situation exists, the ingress and egress of Grantee Parties will be coordinated with the Brookings Airport Manager.

4. Grantee Parties must not construct nor permit to stand above ground level on the Easement Area any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77, Surfaces, based upon current runways or future runways that may be constructed.
5. Grantee must file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any improvement within the Easement Area.
6. Grantor reserves the right to use the Easement Area subject to the rights granted herein. Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, fencing, hangars, aprons, etc.) upon said Easement Area; provided that, if Grantor's use impedes the use of Grantee granted herein, then Grantor must: (1) give notice to Grantee at least 90 days prior to the start of construction; and (2) provide Grantee with an alternate, additional, or modified easement, as necessary, to accomplish the same purpose as the Easement granted herein at no additional cost to Grantee. In the case of an emergency, or if there is an urgent need for repairs or construction within the Easement Area, Grantor is only required to give notice to Grantee that is practicable under the circumstances.
7. Grantor represents that it has a good and lawful right to grant the Easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Curry County, Oregon.
8. The Easement Improvements and Easement Area will be maintained by Grantee at its sole cost and expense; provided, however, that Grantor will be responsible for repairing any damage, or its proportionate share thereof, to the Easement Improvements and Easement Area that is caused by the acts of Grantor, its officers, employees, agents or contractors. In the event that Grantee undertakes any work within the Easement Area for the purpose of installing, repairing, or replacing the Easement Improvements or any part thereof, then Grantee agrees to promptly complete such work and, in doing so, minimize interference with the use of the Easement Area and Burdened Property by others, and to restore the Easement Area to the same condition as it was found before such work was undertaken, such restoration to be completed as soon as is practicable after consummation of the work in question.
9. Grantee must pay, save, protect, defend, indemnify and hold the Burdened Property and Grantor and its officials, agents, and employers collectively harmless from, for and against any and all damages, demands, claims, losses, liabilities, injuries, penalties, fines, liens, judgments, suits, actions, investigations, proceedings, costs or expenses whatsoever, including, without limitation, reasonable attorneys' and experts' fees and costs arising out of or relating to any property damage, physical harm, physical damage or personal injury or death caused by entry on the Burdened Property by the Grantee or any Grantee Parties or the general public in connection with this agreement.

## 2 –PUBLIC UTILITIES EASEMENT

10. In the event that either party hereto fails to perform its obligations under this agreement following the receipt of notice from the non-breaching party and a subsequent 10-day opportunity to cure, the non-breaching party will be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies are in addition to any other remedies afforded under Oregon law.
11. The Easement granted hereunder will forever run with the land with respect to the Burdened Property. The rights, covenants and obligations contained in this agreement will bind, burden and benefit each party's successors and assigns. Notwithstanding the foregoing, the parties agree that if the Easement Improvements are not completed and Grantee deems the Easement granted hereunder unnecessary for the operation of the Easement Improvements or related real property interests of Grantee over time, Grantee, in its sole and absolute discretion, may reconvey and release the Easement to the owner of the Burdened Property pursuant to a written, recordable instrument in form and substance acceptable to Grantor, and this agreement will thereafter be deemed terminated for all intents and purposes and the parties will be released from their duties and obligations hereunder, except as may be otherwise set forth herein.
12. Grantee has inspected the Easement Area and is familiar with existing conditions and accepts the Easement Area and Burdened Property for use in their present condition. In entering this agreement, Grantee is not relying on any representations as to the present or future condition of the Burdened Property or Easement Area, or the condition of any access roads or other areas located thereupon.
13. Grantee and all Grantee Parties will be required, before using any portion of the Burdened Property, to obtain and evidence to the Grantor a policy or policies of commercial general liability insurance covering the proposed uses upon the Burdened Property with coverage of no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate with respect to any claim for liability, including (without limitation) bodily injury or death, and, during the term of this agreement, maintain such insurance in a form and with companies acceptable to the Grantor in its sole and absolute discretion, insuring against liability growing out of the operations of the Grantee and Grantee Parties upon the Burdened Property. All such policies must at all times name Grantor as an additional insured party, and include automobile liability insurance covering owned, hired and non-owned vehicles. If Grantee desires to carry a separate insurance policy covering auto liability insurance as described in the preceding sentence, such separate automobile insurance policy must include coverage of no less than \$1 million per occurrence. Prior to commencing performance of this agreement, the Grantee and all applicable Grantee Parties must deliver to Grantor certificates from their respective insurance carriers evidencing the coverages described herein. All certificates of insurance must provide on their face that the policies represented thereby will not be terminated, reduced or changed without providing prior written notice to Grantor. Grantee must also require all owners of vehicles and other equipment used in connection with the performance of this Agreement to have in force and effect insurance policies satisfying the above provisions.

The parties recognize that under current Oregon Law – ORS 30.272 – the tort claim limits are increased on an annual basis. In future years Grantee agrees to increase the

### 3 –PUBLIC UTILITIES EASEMENT

amount of its general liability insurance (and auto insurance) as necessary so that the amount of its liability coverage is always greater than or equal to the tort claim limit in effect at the time.

14. The Brookings Airport is owned and operated by Grantor. As a condition of Grantor acquiring airport development funds from the Federal Aviation Administration it is required that Grantee subordinate its rights under this agreement to airport use and development. Therefore, Grantee hereby agrees that it will not, in its use of the Easement nor in the construction, operation, inspection, repair, maintenance or replacement of Easement Improvements, enter upon airport property or interfere with or interrupt the use or operation of the airport or its attendant facilities without prior coordination with, and approval of the Grantor, which must not be unreasonably withheld.
15. The parties agree and acknowledge that this agreement constitutes the full and final agreement between the parties regarding the Easement Improvements and Easement, and may only be amended by a written instrument signed by both parties.
16. If any provisions of this agreement are determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provision to the other persons or circumstances will not be affected thereby and will remain enforceable to the greatest extent permitted by law.
17. Grantee and all Grantee Parties must at all times comply with all applicable federal, state and local laws, rules and regulations including (without limitation) those pertaining to labor, wages, hours, and working conditions, and all Environmental Laws (collectively, **"Applicable Laws"**), with respect to the use of Burdened Property, Easement Improvements and Easement Area in connection with this agreement. Grantee and all Grantee Parties are prohibited from managing, using, transporting, generating and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Burdened Property or any other lands owned by Grantor. For purposes of this agreement, the term **"Environmental Laws"** means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions or Hazardous Substances applicable to the Burdened Property, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any amendments thereto (the **"ESA"**). For purposes of this agreement, the term **"Hazardous Substance"** means any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl.
18. Grantee will save and keep Grantor and the State of Oregon harmless from and indemnify them against any penalty, damage, or charges imposed for any violation of any laws, including Environmental Laws, and at all times protect, indemnify and save Grantor and the State of Oregon harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any violation of law, accident or any other occurrence on or about the Easement Area, as described, causing injury to any person or

#### 4 –PUBLIC UTILITIES EASEMENT

property, arising by reason of Grantee or any Grantee Party's construction, operation, or maintenance of the Easement Improvements, or use of the Easement.

19. With respect to any dispute relating to this agreement, or in the event that a suit, action or other proceeding of any nature whatsoever, including, without limitation, any proceeding under any bankruptcy court and involving issues peculiar to bankruptcy law, or any action seeking a declaration of rights or an action for rescission, is instituted to interpret or enforce this agreement or any provision of this agreement, each party will bear its own legal costs and fees, including attorneys' fees in connection therewith.
20. This agreement will be governed by and construed in accordance with the laws of the State of Oregon. In addition, the parties agree that in the event of any dispute concerning this agreement, venue for any cause of action arising out of, or having to do with, this agreement will be, and is, in Curry County, Oregon.
21. Time is of the essence with respect to all of the duties and obligations of the parties hereunder.
22. This agreement is binding upon Grantor, its successors and assigns, and will inure to the benefit of Grantee, its successors and assigns, effective as of the Effective Date.

**GRANTOR:**

CURRY COUNTY, a political subdivision of the  
State of Oregon

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas Huxley, Chair  
Board of Curry County Commissioners

By: \_\_\_\_\_  
Sue Gold, Vice Chair  
Board of Curry County Commissioners

By: \_\_\_\_\_  
Court Boice, Commissioner  
Board of Curry County Commissioners



**ACCEPTED BY GRANTEE:**

**THE CITY OF BROOKINGS, OREGON, a  
municipal corporation**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Gary Milliman, City Manager

**Exhibits**

- “A” – Description/Depiction of Easement Area**
- “B” – Description of Burdened Property**

**ACKNOWLEDGMENT**

STATE OF OREGON                    )  
  ) ss.  
County of Curry                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
by Thomas Huxley, Sue Gold and Court Boice as Commissioners for the County of Curry, State  
of Oregon.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
County of Curry                    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,  
by Gary Milliman, City Manager of the City of Brookings, an Oregon municipal corporation, on  
behalf of the municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**UTILITY EASEMENT**  
**(FOR WATERLINE EXTENSION TO AIRPORT)**

**CITY OF BROOKINGS**

An easement for construction and maintenances purposes of public utilities including a new waterline and related appurtenances over a strip of land 15 feet in width over a portion of the northeast quarter of Section 31, Township 40 South, Range 13 West of Willamette Meridian, Curry County, Oregon, said centerline of 15-foot strip of land being more particularly described as follows:

Beginning at the North 1/4 corner of said Section 31, marked by a 2-inch iron pipe with brass cap, which bears South 89° 34' 59" West 1,310.85 feet from the East 1/16 corner of said Section 31, being marked by a 1-inch iron pipe with a brass cap, said line being the Basis of Bearings;

Thence South 34° 22' 02" East 486.71 feet to the TRUE POINT OF BEGINNING;

Thence South 64° 09' 55" East 25.45 feet;

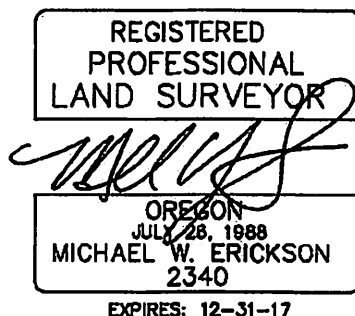
Thence South 41° 32' 21" East 39.55 feet;

Thence South 34° 32' 22" East 130.32 feet;

Thence South 54° 58' 38" West 15.00 feet, all as specified on the attached map.

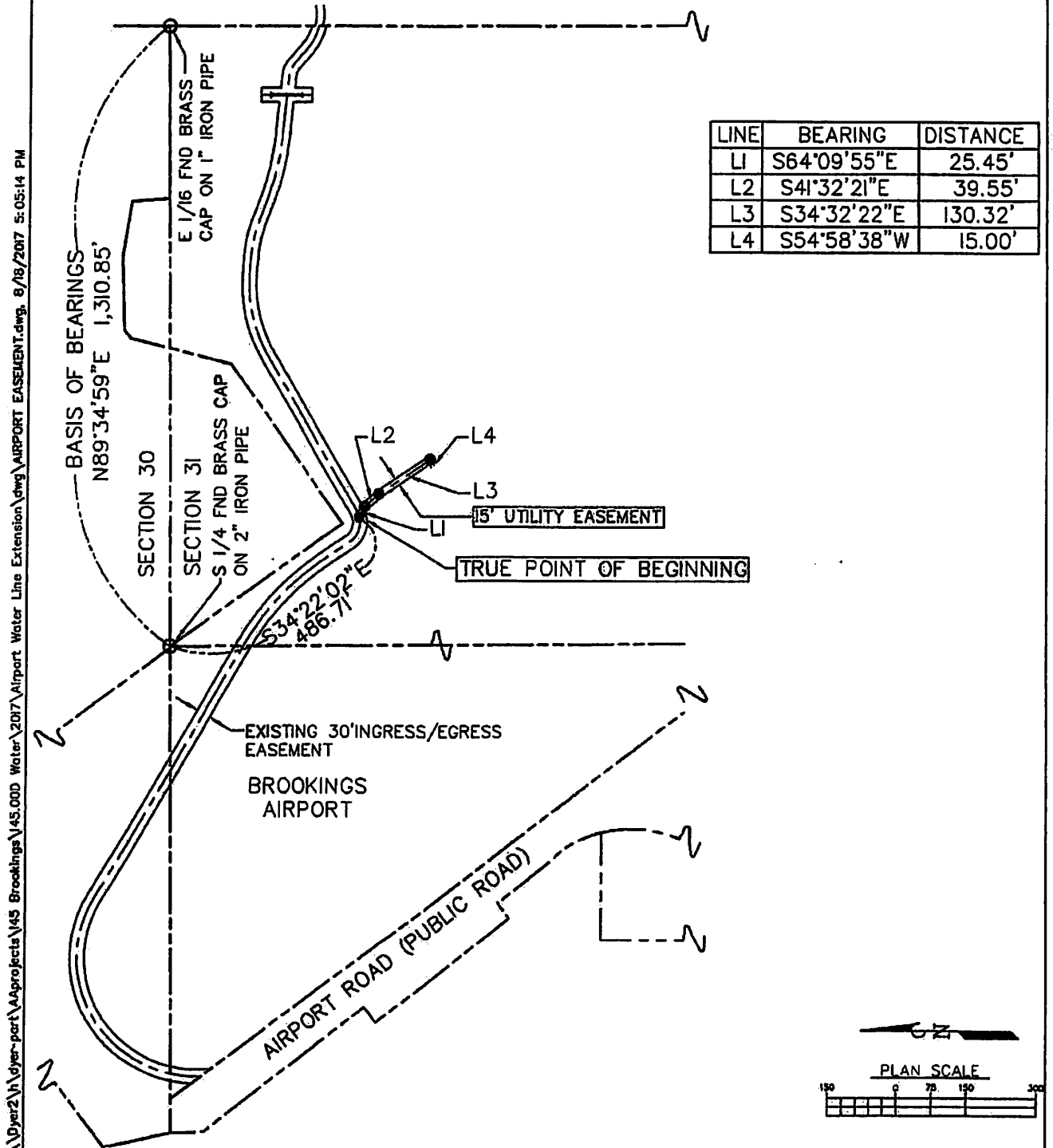
ALSO TOGETHER WITH: A 30-foot wide temporary easement for construction purposes of the proposed water lines and appurtenances, the centerline of which is the centerline of the hereinabove described strip of land.

Said temporary easement will terminate on December 31, 2017.



# EXHIBIT "B"

LOCATED IN N 1/2 OF SECTION 31, TOWNSHIP 40 S, RANGE 13 W, W.M., CURRY CO, OR



THE DYER PARTNERSHIP  
ENGINEERS & PLANNERS, INC.

DATE: AUGUST 2017

PROJECT NO.: 145.000

CITY OF BROOKINGS  
AIRPORT WATER LINE EXTENSION

UTILITY EASEMENT MAP

FIGURE NO.

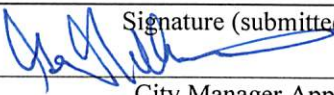
A

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: August 28, 2017

Originating Dept: City Manager

Signature (submitted by)  
  
City Manager Approval

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Subject: Compensation Agreement with Teamsters 223 General Employees Unit

Recommended Motion:

Motion to authorize the City Manager to execute the City of Brookings General Employees and Teamsters Local Union 223 Collective Bargaining Agreement for the period July 1, 2017 to June 30, 2019.

Financial Impact:

The financial impact of the agreement is within the financial parameters for employee compensation as adopted in the 2017-18 budget. The total increased cost of the agreement is estimated at \$ 87,000 in fiscal 2017-18 and an additional \$43,000 in fiscal 2018-19.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Submitted for Council consideration is an agreement with Teamsters Local 223, which represents the General Employees bargaining unit. The agreement expiring June 30, 2017, would remain the base agreement with the following key modifications:

1. Two year agreement term.
2. Effective September 1, 2017, a salary increase of 1.75 per cent.
3. Effective July 1, 2018, a salary increased based upon the All Cities CPI-W February Index with a minimum 1.0 per cent and a maximum 3.0 per cent.
4. Health insurance contribution by employee increases from 10 per cent to 12.5 per cent effective June 30, 2019. Currently 90/10. This has virtually no effect on the City or the employees during the period of the contract, but starts us on a path of greater employee participation in the cost of health insurance.
5. City will change the way it contributes to the employee Health Savings Account by depositing \$1,000 quarterly rather than \$333.33 monthly into the employee's account. Includes a provision to require a pro-rata deduction from a last paycheck if the employee terminates before the end of the quarter.
6. Increases minimum compensation for call back on a "scheduled day off" from two hours to three hours; also defines a "scheduled day off."

7. New “Safety Release” policy as shown in the attached exhibit 9.4. This would prohibit the City from calling an employee back to work within eight hours of working a 14-hour shift. This could result in overtime for other employees who would be called in to cover. However, management agrees that this is a good safety practice and instances are rare.

Attachment(s):

- a. Agreement

**CITY OF BROOKINGS (GENERAL EMPLOYEES)**

**AND**

**TEAMSTERS LOCAL UNION NO. 223**

**COLLECTIVE BARGAINING AGREEMENT**

JULY 1, 2017 - JUNE 30, 2019

**UNION NEGOTIATING TEAM**

Brent Jensen, Chief Negotiator  
Tim Rettke, Lead Utility Worker  
Tim Brush, Utility Worker

**CITY NEGOTIATING TEAM**

Gary Milliman, City Manager  
Janell Howard, Finance and Human Resource Director  
Paul Stevens, Director of Public Works and Development Services



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## PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Teamsters Local Union No. 223, International Brotherhood of Teamsters of Portland, Oregon herein called "Union" for the purpose of establishing wages, hours and other conditions of employment for employees within the bargaining unit of the City of Brookings General Employees.

## ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all regular employees of the City of Brookings who work 20 hours or more per week, excluding employees covered by the Brookings Police bargaining agreement, all supervisory and confidential employees as defined by ORS 243.650(6) and (23), seasonal and temporary employees (hired for a limited period of time not to exceed six (6) consecutive months in a twelve (12) month period).

## ARTICLE 2 - NON-DISCRIMINATION

2.1 Non-Discrimination. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, national origin, religion, race, union membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The Union and the City share the responsibility for applying the provisions of this Article in accordance with the affirmative action goals required under lawful regulations.

2.2 Gender. All reference to employees in this Agreement designates both sexes, and wherever the male or female gender is used it shall be construed to include both male and female employees.

## ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Union are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Union with respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

## ARTICLE 4 - PERSONNEL MANUAL

4.1 Manual. The City will provide each employee and the Union with a copy of City's Personnel Policies. These will be kept updated and provided to the employees and the Union by the City.

## ARTICLE 5 - UNION SECURITY

5.1 Fair Share. All employees covered by this Agreement shall, within thirty (30) days from date of employment, either; (1) become and remain members of the Union; or (2) tender to the Union their fair share of the cost of negotiating and administering the labor agreement in good dues standing, except as otherwise noted in this Article.

5.2 Religious Objection. Employees objecting to Union membership based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member shall not be required to join the Union as a condition of employment or to enter into a fair share agreement. Such an employee shall pay an amount of money equivalent to the regular dues and initiation fees and assessments to a non-religious charity mutually agreed upon by the employees and the Union. The employee shall furnish written proof to the City and the Union that this requirement is met each month.

5.3 Check Off. The City, when so authorized and directed in writing by an employee on an authorization form provided by the Union, will make payroll deductions for Union dues and initiation fee. If the employee has not joined the Union within the required time, the fair share amount shall be deducted from the employee's pay check and paid the Union. The City shall deduct such dues, initiation fees and fair share amounts as certified by the Union from the first salary check each month and forward to the Union within ten (10) calendar days.

5.4 Hold Harmless. The Union agrees to indemnify, defend, and hold the City harmless in the event of any suit or claim against the City arising from the City's compliance with provisions of this Article, so long as the City makes timely compliance with all lawful requests of the Union in the execution of these provisions.

5.5 New Hires. The City will notify the Union of all new hires within thirty (30) days after their having been employed, furnishing the Union with the new employee's name, position title, social security number and mailing address.

## ARTICLE 6 - WAGES

6.1 Wages. Wages shall be in accordance with the wage schedules as set forth in Schedule "A", attached hereto and by this reference incorporated herein.

Effective September 1, 2017, salary scales will be increased by 1.75%.

Effective July 1, 2018, salary scales will be increased by the actual increase in the All Cities CPI-W index for the preceding February to February period, with a minimum of 1% and a maximum of 3%.

6.2 Pay Periods. Employees shall be paid semi-monthly on the 15<sup>th</sup> and the last day of the month. In the event the regular pay day falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for forty (40) hours or more, or eight (8) hours or more if the assignment involves duties of a lead or supervisory nature, shall have his wage increased five percent (5%) for all hours worked during the assignment.

6.4 New Classifications. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Union by certified mail. The Union may, within fifteen days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

6.5 Anniversary Date. An employee's anniversary date, for purposes of salary increases only, shall be their date of hire or date of promotion to a new classification.

6.6 Step Increases.

- A. An employee shall receive a merit step increase upon the successful completion of probation.
- B. Employees will receive annual performance evaluations.
- C. An employee who receives a "meets standard" evaluation shall receive subsequent merit advancement on his anniversary date as provided by the salary scale. Such merit step increases shall be within the approved salary range for the position occupied by the employee.  
NOTE: Effective upon execution of this agreement, current employees as of 7/1/11 will maintain their anniversary date as July first.

## ARTICLE 7 - CERTIFICATION PAY

7.1 Certification Pay. Employees hired on or after July 1, 2014, shall be paid certification pay based on Appendix B.

Employees who are members of the bargaining unit prior to July 1, 2014 shall not suffer a loss in pay due to restructuring and shall continue to receive at least the percentage amount of certification pay they were receiving on June 30, 2014. They are also eligible for certification pay based on Appendix B. If they are eligible for certification pay based on "grandfathered" certification and Appendix B, they will receive the higher percentage of the two.

Employees shall receive the increase in their monthly salary beginning the first of the month after the City is in receipt of said certification.

## ARTICLE 8 - HOURS OF WORK

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8) hour days with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off. Eight (8) or ten (10) consecutive hours of work within a twenty-four (24) hour period shall normally constitute the regular work day.

The work schedule for Water and Wastewater Operators and other qualified plant employees consists of a four-week rotating schedule of twenty (20) 8-hour work shifts in a 28-day period. The work week begins on Monday and ends Sunday so that the regular schedule allows for forty (40) work hours in each work week.

Starting on a Monday, each employee will work five (5) consecutive days followed by two (2) days off, followed by five (5) consecutive work days followed by four (4) consecutive days off, followed by ten (10) consecutive work days followed by two (2) days off. If assigned to be on Standby as described in Section 9.3, the assignment for Water and Wastewater Operators and other qualified plant employees will run from the Thursday morning following the employee's four consecutive days off at 8:00 a.m. to the next Thursday morning at 8:00 a.m.

8.2 Breaks. Each employee shall receive a minimum of thirty (30) and a maximum of a sixty (60) minute unpaid lunch break and two fifteen (15) minute rest breaks with pay per normal shift.

8.3 Flexible Work Schedule. The Union and the City may, by mutual agreement, employ any other flexible work schedule.

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least five (5) days in advance.

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Department Head or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Department Head or his designee, to substitute for one another during scheduled hours of work. The City shall have no obligation to keep track of substitutions, to ensure that a substitution is reciprocated, or keep track of hours worked.

## ARTICLE 9 - OVERTIME

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day 8 hour schedule, or ten (10) per day if employee is on a 4 day 10 hour schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

Paid leave hours, including sick leave, compensatory time off, holiday leave and vacation leave, are considered hours worked for the purposes of computing overtime.

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of payment or compensatory time off at the option of the employee until the employee has accumulated a maximum of eighty (80) hours. The City shall pay cash for overtime worked after the employee has accumulated the above noted eighty (80) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event the request is denied, the employer may offer alternative dates to be taken.

9.3 Standby. When the City requires an employee to carry a communications device and be able to report for work in less than 30 minutes, the employee so assigned shall receive an additional two (2) hours of straight time pay, exclusive of any pay differential, or, at the employee's discretion, two (2) hours of compensatory time, for each day of standby. Four (4) hours of compensatory or straight time pay shall be received on a holiday as recognized in Article 11.1, except that employees who are assigned to work a regular shift on a holiday shall receive two (2) hours of straight time pay or compensatory time off.

Standby time shall not be considered or treated as hours worked for any purpose.



The City shall establish an eligibility list for standby assignment and such duty shall be on a rotational basis. Standby shall be assigned in blocks of time of seven days. An employee may, upon approval of his/her supervisor, have another qualified employee on the list stand by in his/her place. If the substituting employee agrees to be on standby status, he/she will receive additional compensation at the daily rate mentioned above for each day and remain in his/her original position on the list.

9.4 Safety Release. An employee required by the City to work fourteen (14) or more hours in a twenty-four (24)-hour period shall be guaranteed at least eight (8) hours of Safety Release time off before being required to work their next regularly-scheduled shift or portion thereof. When practicable, prior to working fourteen (14) or more hours in any twenty-four (24)-hour period, the employee shall advise his/her supervisor that the employee believes his/her current work assignment may result in the employee becoming eligible for Safety Release time off. An employee granted Safety Release time off may use accrued leave while absent from his/her regular shift or take the time off as unpaid.

## ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work in a work-related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall be compensated at the overtime rate for all hours worked during the callback with a minimum of two (2) hours pay at the overtime rate. However, an employee called back in such manner on their scheduled days off shall receive a minimum of three (3) hours at their overtime rate. For the purposes of this section, an employee's "scheduled days off" shall begin one hour after their regular quitting time on the last work shift prior to their days off and end one hour before the employee's next regularly scheduled work shift. Time worked under this section shall be computed from the time the employee responds to the call until the time he/she reports to a supervisor or the police dispatch center that he/she has completed the assignment, or is released by a supervisor.

However, an employee called back to work on a work related matter within 30 minutes of having completed an earlier call back, shall not receive the minimum two (2)-hour, or three (3)- hour, call back pay specified above, but rather shall be compensated for actual hours worked at the overtime rate, starting from the end of the earlier call back assignment, as defined above, until the time he/she reports to a supervisor or the police dispatch center that he/she has completed the assignment, or is released by a supervisor.

## ARTICLE 11 - HOLIDAYS

11.1 Holidays. The following days shall be recognized by the City as official holidays:

1. New Years Day on January 1
2. Martin Luther Kings Birthday on the third Monday in January
3. President's Day on the 3<sup>rd</sup> Monday in February
4. Memorial Day on the last Monday in May
5. Independence Day on July 4
6. Labor Day on the 1<sup>st</sup> Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day on the 4<sup>th</sup> Thursday in November
9. Day after Thanksgiving
10. Christmas Day on December 25

11.2 Holiday Pay. Full-time employees shall receive eight (8) hours of pay at the employee's regular hourly rate of pay for each of the holidays listed above.

11.3 Holiday Work. Employees required to work on the above holidays shall receive eight (8) hours of holiday pay at their current pay rate as provided above, in addition to either the current rate of pay for each hour worked on the holiday or, compensatory time off at the option of the employee at the straight time rate for each hour worked on the holiday.

11.4 Observed. For the purposes of this Article and Article 9.3, whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday. Whenever a holiday falls on a Saturday, the previous Friday shall be observed as a holiday.

## ARTICLE 12 - VACATIONS

12.1 Accrual Rates. Employee(s) will accrue vacation at the following rates:

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	112 hours
5 - 9	136 hours
10 - 14	160 hours
15 - 19	184 hours
20 +	216 hours

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 136-hour rate beginning March 1, 2009. However, no employee shall be eligible to take vacation leave or pay therefore prior to completion of twelve months of service. Part-time employees shall be credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

12.2 Pay Rate. Earned vacation shall be paid at current salary rate.

12.3 Continuous Service. Continuous service shall be service unbroken by separation from the City except that time spent by an employee on military, vacation, sick leave or holiday leave.

12.4 Death or Termination. Upon termination of a regular employee, he shall be paid for all earned but unused vacation time. In case of death, compensation for accrued vacation leave shall be paid in the same manner that any salary due the decedent is paid.

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one year period may be accrued at any time without prior approval of the Department Head and City Manager.

12.6 Scheduling. Requests for vacation shall be submitted on a first-come, first-served basis for approval to the Department Head or designee. All employees shall be scheduled for and granted a vacation each year after the completion of probation.

All requests for vacation in excess of five consecutive days shall be submitted to the Department Head or designee not later than 30 days prior to the first day of the requested vacation, or as otherwise mutually agreed.

## ARTICLE 13 - SICK LEAVE

13.1 Accrual. Full-time employees will earn eight (8) hours of sick leave with pay for each full month worked from date of hire. Part-time employees shall accrue sick leave on a pro-rata basis. A total of 960 hours of sick leave may be accrued by each employee. Upon termination of employment with the City, one-half of the employee's unused accrued sick leave will be converted to the Public Employees Retirement System (PERS) in accordance with PERS rules or its successor as determined by the State of Oregon. In addition, employees with at least twenty (20) years of continuous service with the City and who separate from City employment shall be compensated for one-quarter of their unused accrued sick leave at their base rate of pay at separation.

13.2 Utilization. Sick leave with pay is intended to be utilized when employees are unable to work due to illness or off the job injury and to obtain dental, medical or vision care not covered by workers' compensation. Employees shall notify their supervisor of absence due to illness or injury as early as possible prior to the time they would otherwise report to work.

The City may require proof of the reason for utilization of sick leave, and may require a physician's verification after more than three (3) consecutive days.

13.3 Family Illness. Sick leave of three days per occurrence may be used in the event of serious illness or injury to a member of the employee's immediate family living in the employee's household which requires the employee's presence to either care for or arrange for the care of said family member. The employee may request additional time providing the Department Head with a written request prior to taking said leave. In the event of use of leaves in excess of three (3) days to care for family members under applicable medical leave law, the employee will first use all compensatory time, vacation time and then sick leave. Employees with sick leave accumulation above 480 hours may use sick leave prior to other leaves first as long as the 480 accumulation is maintained.

An employee requiring time off on an on-going basis or for multiple days to care for themselves or a family member should contact the Finance and Human Resources Director and provide at least 30 days' notice for planned events or as much notice as practicable. The Finance and Human Resources Director will assist the employee with questions regarding benefits provided under applicable law.

13.4 Compassionate Leave. Three (3) days of paid compassionate leave per occurrence may be used in the event of a death of a member of the employee's immediate family to enable the employee to attend and/or make arrangements for the funeral of the family member. An employee may use an additional four (4) days sick leave when needed.

13.5 Immediate Family. For purpose of this Article, the employee's immediate family shall include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents, grandchildren, or other dependents living in the employee's household.

13.6 Integration With Worker's Compensation. When an employee must take time off from work as a result of an on the job injury or illness he shall receive compensation as scheduled by the State Compensation

Board, and may supplement it with sick leave or vacation pay to equal regular take home pay. Such supplemental pay shall be deducted from the sick or vacation pay entitlement of the employee at the employee's choice.

13.7 Sick Leave Without Pay. Any full-time employee in need of an extended amount of time off due to illness or injury may apply for leave without pay for a period up to ninety (90) calendar days, once all other accrued leave with pay has been depleted.

13.8 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee. No employee can receive more than 240 hours of contributed sick leave in any one calendar year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

#### ARTICLE 14 - UNION LEAVE

14.1 Stewards. Up to two (2) employees designated by the Union shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the Union when such cannot reasonably be done outside working hours.

#### ARTICLE 15 - OTHER LEAVES OF ABSENCE

15.1 Jury Duty/Witness. Employees called for jury duty, or subpoenaed as a witness for a work-related matter, shall not suffer a loss of regular City compensation during such absence; however, they shall be required to transfer any compensation received, except for mileage reimbursement received when using a personal vehicle, for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued. No private civil case of the employee shall be covered by this court leave provision.

15.2 Military and Peace Corps Leave. Military and Peace Corps leave shall be granted as required by applicable law. Employees may use accrued vacation, holiday and compensatory time for official military leave in excess of the employer-paid time provided by statute.

15.3 Leave Without Pay. A full-time employee may be granted leave without pay for a period not exceeding ninety (90) calendar days. Requests for such leave must be in writing, and must establish reasonable justification for approval by the City Manager. No vacation, sick leave, retirement, or other benefits will be continued or accrued during periods of leave without pay. Employees seeking leave without pay for medical purposes may be requested to engage in the interactive process to review and reasonable accommodation.

#### ARTICLE 16 - SENIORITY

16.1 Definition. Seniority shall be defined as the total continuous length of service within the bargaining unit and within the employee's job classification.

16.2 Seniority List. The City shall provide the Union with copies of the seniority list on July 1 of each year and shall post the list in a conspicuous place available to all employees.

16.3 Lay Off. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the inverse order of their classification seniority in their classification provided the employee retained is qualified to perform the work required. The City shall decide in which classification it wishes to lay off employees. The City shall notify affected employees in writing at least thirty (30) days in advance of the effective date of their lay off.

16.4 Bumping. Any employees to be laid off that advanced to their present classification from a lower classification shall have the right to use their seniority to bump into the lower classification if the employee remains qualified to hold such a position. Employees who bump into a lower classification shall suffer no loss of pay until the beginning of the next pay period at which time their salary shall be adjusted to the step in the new range closet to their former salary.

16.5 Recall. Employees shall maintain recall rights for thirteen (13) months from date of layoff. Employees shall be recalled from layoff in their classification according to their seniority in that classification provided the employees possess the necessary qualifications. No new employees shall be hired in one of the classifications until all employees in that classification on layoff status desiring to return to work and who still have recall rights have been recalled. Employees must provide the City with their current address and must be available to report to work within seven (7) days of the certified mailing of the recall notice to said address.

16.6 Probationary Period. New employees shall be on probation without seniority for the first twelve (12) months of their employment. During this probationary period employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

16.7 Promotional Probationary Period. Employees promoted to a higher classification in the bargaining unit shall serve a probationary period of six (6) months. An employee serving a probationary period shall be returned to his former position, if in the City's judgment, his work or conduct is below acceptable standards. The judgement of the City shall not be grievable.

## ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the Union shall be provided with job descriptions. If during the life of the Agreement the City changes or modifies the job descriptions, such changes or modifications shall be forwarded to the employees and the Union. Nothing in this clause is intended to restrict the right of the City to make such changes. Such changes will be subject to bargaining for wages only upon request by the Union.

## ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform. The City has full discretion to determine which positions will be assigned a uniform and what the uniform will be.

## ARTICLE 19 - MILEAGE AND PER DIEM

19.1 Per Diem. The City shall provide an employee per diem per day for meals and schedule appropriate lodging for an employee with approved overnight travel as per City policy as defined in the City of Brookings employee handbook.

19.2 Mileage. The City will reimburse employees whenever they are directed and authorized to use their personal vehicle for approved City business as per City policy as defined in the City of Brookings employee handbook.

## ARTICLE 20 - RETIREMENT

20.1 Retirement. The City shall pay all required employer contributions for employees into the Oregon Public Employee Retirement System or its successor as determined by the State of Oregon. The City shall pay the employee's contribution (currently 6%).

## ARTICLE 21 - HEALTH INSURANCE

21.1 Medical, Dental and Vision. Eligible employees and their eligible dependents shall have available to them Medical, Dental and Vision Insurance as provided by CIS HDHP plan with HSA, including RX, herein referred to as "HDHP Plan."

The City will contribute ninety percent (90%) of the total premium and the employees will contribute ten percent (10%) of the total premium for the HDHP Plan through pre-tax payroll deductions. Effective June 30, 2019, the City will contribute 87.5% of the total premium and the employees will contribute 12.5%.

Eligibility is subject to the terms of CCIS insurance provider.

In the event that the health insurance plan provided to employees through the City is determined to be a "Cadillac plan" as defined in the U.S. Affordable Care Act, and such determination results in the assessment of a financial penalty, the parties agree to meet and confer to determine as to whether 1) the penalty shall be paid by the employee, or 2) the City-provided plan will be modified to no longer meet the penalty criteria. If no agreement is reached within 60 days of notice of penalty, any such penalty assessed shall be paid by the employee.

21.2 Health Savings Account (HSA) For six months beginning July 1, 2017, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

Effective January 1, 2018, on the first pay date of the month in the months of January, April, July and October, the City will contribute \$1,000 to each employee's HSA account with employee plus one or more dependents elected, or \$625 in the employee's HSA account with employee only elected.

Probationary employees will receive their contribution in monthly installments, on the first pay date of each month, of \$333.33 or \$208.33, respectively. A probationary employee shall become eligible for the aggregate contributions mentioned in paragraph two of this section beginning the first January following the successful

completion of the probationary period and will no longer receive the smaller monthly amounts.

The Union recognizes that the City may pro-rate HSA contributions for any employee who separates from service and may deduct any resultant overage from the employee's final pay check. If the overage exceeds the amount of the final paycheck, the employee will be billed for the difference. Any taxes and penalties related to such overage are the responsibility of the employee.

21.3 Part-Time Employees. Part-time employees shall not be eligible for any insurance coverage.

## ARTICLE 22 - LIFE INSURANCE

22.1 Life Insurance. The City agrees to provide ten thousand dollars (\$10,000) of term life insurance covering employees against both occupational and non-occupational related death.

## ARTICLE 23 - LIABILITY AND INDEMNIFICATION

23.1 Liability Insurance. The City will provide employees with liability insurance providing protection for possible claims arising out of acts committed by the employees in the discharge of their duties and in the course of their employment with the City as required by state law.

## ARTICLE 24 - EDUCATIONAL REIMBURSEMENT

24.1 Reimbursement. The City encourages all employees to develop themselves through special training and academic courses. The City will participate in an educational reimbursement program as follows:

1. Approvals for educational reimbursement are within the complete discretion of the City. The City's decisions with regard to educational reimbursement are final and not subject to grievance.
2. For job-related courses taken on the employee's own initiative with the City's approval, the City shall reimburse the employee for up to 100% of the cost of tuition and books.
3. All applications for educational reimbursement per section 2 must be submitted in writing accompanied by complete course description materials and be approved by the City prior to the employee taking the course. The employee must receive a passing grade of "C" or above to be eligible for reimbursement. Pass/fail courses will not be reimbursable unless the course provider certifies in writing that the employee's course work was of "C" quality or better.
4. For job-related courses taken at the request of the City, the full cost of tuition and books will be paid in advance by the City.

## ARTICLE 25 - DISCIPLINE

25.1 Discipline. No regular (non-probationary) employee shall be subject to suspension without pay, demotion, a reduction in pay or termination for other than just cause.

The parties agree that the primary purpose of discipline is constructive rather than punitive, therefore discipline shall generally be progressive. This is not to imply, however, that initial discipline cannot be imposed at an intermediate or even at the most severe level. Discipline shall generally consist, but not necessarily be limited to, the following actions: oral reprimand; written reprimand; reduction in pay; demotion; suspension (with or without pay); and discharge. Oral reprimands/warnings or counselings shall not be placed in an employee's personnel file.

Discipline shall not intentionally be administered in a manner that will embarrass the employee before other employees or the public.

25.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee and the Union Representative a written notice of such possible action. Such notice shall specify the principal grounds for such action. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

25.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a representative of the Union present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

## ARTICLE 26 - USE OF ALCOHOL AND DRUGS

26.1 City Policy Applicability and Employee Rights. The City's Substance Abuse Policy, Article XIX City Employee Handbook, is applicable to bargaining unit employees along with the following employee rights:

1. The employee shall have the right to have a Union representative present during testing procedures. Nothing herein shall restrict the employee's right to representation under general law. However, this provision shall not cause an unreasonable delay in testing nor shall it be allowed to interfere with the authenticity or reliability of the sample.
2. If the results of the laboratory testing procedures are negative, all further testing shall be discontinued. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. Test results will be treated as confidential information by the City and shall be accessible only to the City Manager, Chief of Police and the City's legal counsel.
3. Any employee who tests positive shall be given access to all written documentation provided to the City from the testing laboratory which verifies the accuracy of the testing equipment used in the process, the chain of custody of the specimen, and the accuracy rate of the laboratory.
4. If the results of the test are negative, the employee shall have the right to grieve in accordance with the grievance process. If the results of these test(s) are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

## ARTICLE 27 - PERSONNEL FILES



27.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of his personnel file, exclusive of material received prior to the date of his employment by the City. The official personnel file shall be maintained by the City Manager or his designee.

27.2 Employee Response. An employee may respond, in writing, to any item placed in his personnel file, and said response shall become a part of said file.

27.3 Employee Signature. Each employee shall read and sign any written material that is placed in his personnel file, including merit ratings, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

27.4 Removal of Negative Material. Upon request of the employee, disciplinary actions shall be removed from the personnel file after twenty-four (24) months (or thirty-six (36) months in the event of a suspension) if no subsequent discipline has been imposed.

## ARTICLE 28 - GRIEVANCE PROCEDURE

28.1 Procedure. A grievance is defined as a dispute concerning an alleged violation of this Agreement. There shall be no right to grieve oral warnings. Should such dispute arise, the following steps shall be used:

Step 1. Department Head. Representatives of the Union or the aggrieved employee(s), with or without the presence of the representative of the Union, shall present the complaint, immediately upon discovery of the alleged infraction but no later than fourteen (14) calendar days after it arises or from the date the employee should reasonably have become aware, to the Department Head. The Department Head shall respond in writing within ten (10) calendar days.

Step 2. City Manager. If the complaint, having been presented to the Department Head in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union, may file it as a grievance, in writing, with the City Manager within fourteen (14) calendar days of receipt of the written answer from the supervisor. The written grievance shall include the following:

- a) The nature of the facts describing the problem
- b) Provisions of the Agreement alleged to have been violated
- c) The nature of the remedy sought
- d) The name of the party(s) filing the grievance

The parties shall make earnest effort to reach early agreement on any complaint submitted in compliance with step 2 and shall be permitted to have present at joint discussions of the matter, any person or persons reasonably considered essential to satisfactory settlement. The City Manager shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. Mediation. In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Union or the City, may request mediation. Mediation is a

required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 4, binding Arbitration. Requests for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 4. Arbitration. In the event no agreement is reached in Step 3, either the Union or the City may notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of five Oregon arbitrators. The moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains. Selection of an arbiter and setting a hearing date must occur within 30 days of receiving the list of arbiters, unless otherwise mutually agreed in writing. A party failing to meet these timelines forfeits their position.

The arbitrator shall set a time and place for hearing which is agreeable to the parties. The arbitrator shall render a decision within thirty (30) days of the hearing.

The authority of the arbitrator shall be limited to determining whether this Agreement has been violated and shall have no power to alter, modify, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding on the parties.

28.2 Expenses. Costs of the arbitrator's services and expenses shall be borne equally by the parties. Each party shall be responsible for the costs of presenting its own case.

28.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to the time limits contained herein. If either party fails to follow such limits, the following shall result:

- (a) If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.
- (b) If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

## ARTICLE 29 - NO STRIKE - NO LOCKOUT

29.1 Strike. During the term of this Agreement the Union shall not allow, cause or cause its members to participate in a strike, as defined in ORS 243.726 or 243.732 nor shall it cause them to commit any acts of work stoppage, slow down, or refusal to perform any assigned duties.

29.2 Discipline. Any employee who commits any of the acts prohibited in this Article shall have automatically committed an offense violating just cause standards and shall be subject to immediate discharge or other disciplinary action.

29.3 Union's Responsibility. In the event of a strike or other work stoppage either on the basis of individual choice or collective employee conduct, the Union upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

29.4 Picket Line. Members of the bargaining unit agree that they will not honor any picket line established by any labor organization when called upon to cross such picket line in the performance of duty.

29.5 Lockout. There will be no lockout of employees in the unit by the City during the term of this Agreement.

### ARTICLE 30 - BULLETIN BOARD

30.1 Bulletin Board. A Bulletin Board and space in City Hall and the Public Works Department for same shall be provided by the City. Postings on such Board shall be restricted to official business.

### ARTICLE 31 - OUTSIDE EMPLOYMENT

31.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the City Manager by submission of a request in writing. Such written request shall specify the name of the prospective employer, the job title of the position and a description of the nature of work to be performed. In order to be approved, the outside employment must:

1. In no way distract from the efficiency of the employee in his work for the City.
2. In no way conflict with the interest of the City or be a discredit to the City.
3. Not take preference over work required by City employment.
4. If the employee is performing the same type of work off-duty as they are on-duty, their wage must be at least the same as their on-duty wage.

31.2 City Response. Written response shall be provided by the City Manager within fifteen (15) days of the request.

31.3 Revocation. It is understood that the City, with just cause, may at any time revoke permission to hold outside employment. Such notification shall be in writing and, except in emergencies, seven (7) days notice shall be given.

### ARTICLE 32 - SAVINGS CLAUSE

32.1 Savings Clause. The provisions of this contract are declared severable and if any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional by any court of competent jurisdiction, administrative agency or by legislative action, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Agreement; but they shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part. The parties agree to immediately negotiate a substitute, if possible, for any invalidated portion.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Term. This Agreement shall be effective July 1, 2017 and shall remain in effect through June 30, 2019. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice to bargain a successor agreement no later than January of the expiring year.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by respective representative thereunto duly authorized.

For the City:

For the Union:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT A**  
**SALARY SCHEDULE - WAGES**  
**Effective September 1, 2017**  
**(Reflects a 1.75% COLA)**

	Step Grade	1	2	3	4	5	6	7
Lead Treatment Operator	13	3716	3902	4097	4302	4517	4743	4980
Community Planner	13	3716	3902	4097	4302	4517	4743	4980
Lead Utility Worker	12	3537	3714	3900	4095	4300	4515	4741
Treatment Plant Operator	9	3210	3371	3540	3717	3903	4098	4303
PWDS Admin Asst	7	2771	2910	3055	3208	3368	3536	3713
Utility Worker	7	2771	2910	3055	3208	3368	3536	3713
Accounts Rec Clerk II	7	2771	2910	3055	3208	3368	3536	3713
Maintenance Worker	5	2513	2639	2771	2910	3055	3208	3368

## APPENDIX B - PUBLIC WORKS JOB CLASSIFICATIONS / CERTIFICATIONS

Job Title	Pay Scale	Basic Requirements
Lead Operator	13	WWT III, WT II
Lead Utility Worker	12	WWC II, WD II, EO, CDL
Operator	9	WWT II, WT I
Utility Services Technician	8	WWC II, WD I
Utility Worker	7	WWC II, WD I
Maintenance Worker	5	No Certificates

1) A Maintenance Worker who obtains a WWC II and WD I shall be reclassified as a Utility Worker.

1) A Maintenance Worker who obtains a WWT II and WT I shall be reclassified as an Operator.

All employees may be assigned to perform duties in water distribution, water treatment, wastewater collection, wastewater treatment, streets, parks, facilities, storm drain or other PWD functions for which they have been appropriately trained and/or certified.

The following pay enhancements are available to any Utility Worker who obtains and maintains the listed certificates:

WWC III	2.0%
WD II	2.0%
WWT I	2.0%
WT I	2.0%

Certification	Addl. \$	Criteria
Mechanic G1	1.5%	ASC
Mechanic A	1.5%	ASC
Mechanic Master *	5.0%	ASC

2)\* The 5% Mechanic Master enhancement includes Mechanic G1 and A enhancements

The following pay enhancements are available to any Maintenance Worker who obtains and maintains the listed certificates:

WWC I	1.5%
WD I	1.5%
WWC II	1.5%
WT I	1.5%
WWT I	1.5%
WWT II	1.5%

The following pay enhancements are available to any Operator who obtains and maintains the listed certificates (above job requirements):

WT II	2.0%
WWT III	2.0%
WD I	2.0%
WWC I	2.0%
WWC II	2.0%

The following pay enhancements are available to any above-listed employee who obtains and maintains the listed certificate:

Certification	Addl. \$	Criteria
Equipment Operator	5.0%	City exam
Electrician	5.0%	State license
Plumber	5.0%	State license
Pump Mechanic	5.0%	Certificate
Cross Connection Specialist	1.0%	State certification
Cross Connection Assembly Tester	1.0%	State certification
L CDL	1.0%	State
Hazardous Material	1.0%	State certification

# City of Brookings CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

**Monday, August 14, 2017**

## **Call to Order**

Mayor Pieper called the meeting to order at 7:00 PM.

## **Roll Call**

Council present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges, Roger Thompson and Dennis Triglia present; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Public Works and Development Director Paul Stevenson, Parks and Planning Manager Tony Baron, Police Sergeants Kelby McCrae and Tyler McCourt, and City Recorder Teri Davis.

Media Present: Jane Stebbins from the Curry Pilot was present

Others Present: Twenty-two audience members.

## **Modification to Agenda**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to move Items E1 and E2 to after H5.**

## **Scheduled Appearances**

1. Members of the Emblem Club presented 11 quilts to the Brookings Police Department to be given to children during traumatic incidents.
2. June Podesta and Corrine Gist Sills presented photos and other evidentiary materials regarding transient camping issues at Mill Beach.
  - Calum Stevenson of Oregon State Parks addressed Council explaining State enforcement options and the process for a Division 30 request
  - Sgt. McCourt addressed Council regarding the Brookings Police Department enforcement limitations.
  - Council discussed action options.
  - Council requested that Staff bring this item back to a Council Workshop.

## **Modification to Agenda**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to move Items E1 and E2 back to their original position on the agenda.**



## **Ceremonies**

### *Suicide Prevention Proclamation*

**Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to authorize Mayor Pieper to issue a Proclamation designating September as Suicide Prevention Month.**

- Gordon Clay addressed Council regarding available resources for suicide prevention.
- Mayor Pieper read the proclamation and presented it to Mr. Clay.

### *Bullying Prevention Proclamation*

**Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to authorize Mayor Pieper to issue a Proclamation designating October as Bullying Prevention Month.**

- Mayor Pieper read the proclamation and presented it to Mr. Clay.

## **Appointments**

### *Appoint Sonya Billington to Tourism Promotion Advisory Committee*

**Councilor Thompson moved, Councilor Triglia seconded and Council voted unanimously to appoint Sonya Billington to Tourism Promotion Advisory Committee.**

## **Oral Requests and Communications from the audience**

- No audience members requested to address Council on non-agenda items.

## **Staff Reports**

### *Grant Match Update*

City Manager Milliman presented the staff report.

### **Councilor took no action**

### *Golf Course Management Agreement*

City Manager Milliman presented the staff report.

**Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to authorize the City Manager to execute the amended Golf Course Management Agreement with the Early Management Team, Inc.**

**Councilor Triglia moved, Councilor Thompson seconded and Council voted unanimously to direct staff to make 2017-18 budget changes to increase operating costs in the General Fund and decrease expenditures in the Capital Reserve Fund by \$25,000.**

**Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to reimburse the Early Management Team for \$16,594.84 repair parts, materials and irrigation control system equipment, software and maintenance.**

### *Spruce Street Waterline Contract*

Public Works and Development Director Stevens presented the staff report.

**Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to accept the Basic Bid – Spruce Drive, \$65,997.50 and Additive Alternate – Alder Street, \$27,092.50 and to award the work to Repraeger Inc. for the total amount of \$93,090.**

### *Seismic Rehabilitation Grant Agreement*

City Manager Milliman presented the staff report.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to authorize the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract with the Oregon Infrastructure Finance Authority with the understanding that construction will not proceed until fiscal 2018-19.**

### *Water Main Extension at Brookings Airport*

City Manager Milliman presented the staff report.

**Councilor Hodges moved, Councilor Thompson seconded and Council voted unanimously to authorize staff to enter into an agreement with Curry County concerning the installation of a water main extension to the Brookings Airport with 60 per cent of the cost to be funded by the U.S. Economic Development Administration and 40 per cent to be funded by the County, and to authorize staff to solicit bids/quotes for the project and proceed with construction at the earliest possible date conditional upon receiving County approval of funding.**

### **Resolutions**

#### *Stout Park Fund*

City Manager Milliman presented the staff report.

**Councilor Thompson moved, Councilor Hodges seconded and Council voted unanimously to adopt Resolution 17-R-1117 authorizing the Use of the Stout Park Fund to make Improvements to Stout Park.**

### **Consent Calendar**

1. Approve Council minutes for July 24, 2017
2. Accept TPAC minutes for June 15, 2017
3. Accept Chuck Costello TPAC Resignation
4. Approve Revised Harbor Sanitary District Intergovernmental Agreement
5. Approve Revised Harbor Sanitary District Settlement Agreement
6. Reschedule September Workshop to September 18

Councilor Hodges moved, Councilor Triglia seconded and Council voted unanimously to approve the Consent Calendar.

**Remarks from Mayor and Councilors**

Councilor Hamilton commented that he found the news of someone in the area dousing a feral with gasoline despicable.

Mayor Pieper commented on the struggles many small towns are dealing with in regard to the demand put on these towns for public services due to next week’s solar eclipse and the huge influx of tourists expected.

Mayor Pieper commemorated the recent passing of two community members:

- Dylan Speir was a kind and gracious young man.
- Sam Dotson was a great guy who will be missed.

**Adjournment**

Mayor Pieper adjourned the meeting at 8:50 p.m. with Urban Renewal Agency meeting immediately following.

Respectfully submitted:

ATTESTED:  
this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

\_\_\_\_\_  
Jake Pieper, Mayor

\_\_\_\_\_  
Teri Davis, City Recorder

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	2,914,282.00	42,459.67	42,459.67	2,871,822.33	1.5
LICENSES AND PERMITS	110,900.00	17,005.81	17,005.81	93,894.19	15.3
INTERGOVERNMENTAL	227,300.00	27,533.82	27,533.82	199,766.18	12.1
CHARGES FOR SERVICES	165,000.00	17,983.91	17,983.91	147,016.09	10.9
OTHER REVENUE	171,000.00	8,225.45	8,225.45	162,774.55	4.8
TRANSFERS IN	488,587.00	.00	.00	488,587.00	.0
	<u>4,077,069.00</u>	<u>113,208.66</u>	<u>113,208.66</u>	<u>3,963,860.34</u>	<u>2.8</u>
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	24,561.00	1,774.03	1,774.03	22,786.97	7.2
MATERIAL AND SERVICES	11,850.00	414.63	414.63	11,435.37	3.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>36,411.00</u>	<u>2,188.66</u>	<u>2,188.66</u>	<u>34,222.34</u>	<u>6.0</u>
LEGISLATIVE/ADMINISTRATION:					
PERSONAL SERVICES	194,964.00	15,629.32	15,629.32	179,334.68	8.0
MATERIAL AND SERVICES	98,400.00	21,159.38	21,159.38	77,240.62	21.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>293,364.00</u>	<u>36,788.70</u>	<u>36,788.70</u>	<u>256,575.30</u>	<u>12.5</u>
POLICE:					
PERSONAL SERVICES	2,114,007.00	162,172.63	162,172.63	1,951,834.37	7.7
MATERIAL AND SERVICES	170,800.00	6,633.34	6,633.34	164,166.66	3.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	55,150.00	.00	.00	55,150.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>2,339,957.00</u>	<u>168,805.97</u>	<u>168,805.97</u>	<u>2,171,151.03</u>	<u>7.2</u>
FIRE:					
PERSONAL SERVICES	187,554.00	14,506.74	14,506.74	173,047.26	7.7
MATERIAL AND SERVICES	103,000.00	3,509.08	3,509.08	99,490.92	3.4
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	45,519.00	.00	.00	45,519.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>336,073.00</u>	<u>18,015.82</u>	<u>18,015.82</u>	<u>318,057.18</u>	<u>5.4</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	174,119.00	14,687.17	14,687.17	159,431.83	8.4
MATERIAL AND SERVICES	90,800.00	83.13	83.13	90,716.87	.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>264,919.00</u>	<u>14,770.30</u>	<u>14,770.30</u>	<u>250,148.70</u>	<u>5.6</u>
PARKS & RECREATION:					
PERSONAL SERVICES	246,173.00	17,463.78	17,463.78	228,709.22	7.1
MATERIAL AND SERVICES	87,200.00	2,746.36	2,746.36	84,453.64	3.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	49,000.00	4,031.88	4,031.88	44,968.12	8.2
TRANSFERS OUT	.00	.00	.00	.00	.0
	<u>382,373.00</u>	<u>24,242.02</u>	<u>24,242.02</u>	<u>358,130.98</u>	<u>6.3</u>
FINANCE AND HUMAN RESOURCES:					
PERSONAL SERVICES	194,630.00	14,954.00	14,954.00	179,676.00	7.7
MATERIAL AND SERVICES	33,700.00	8,495.00	8,495.00	25,205.00	25.2
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>228,330.00</u>	<u>23,449.00</u>	<u>23,449.00</u>	<u>204,881.00</u>	<u>10.3</u>
SWIMMING POOL:					
PERSONAL SERVICES	61,112.00	22,056.96	22,056.96	39,055.04	36.1
MATERIAL AND SERVICES	43,000.00	2,844.71	2,844.71	40,155.29	6.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>104,112.00</u>	<u>24,901.67</u>	<u>24,901.67</u>	<u>79,210.33</u>	<u>23.9</u>
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	145,500.00	3,871.24	3,871.24	141,628.76	2.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	243,500.00	.00	.00	243,500.00	.0
CONTINGENCIES AND RESERVES	652,530.00	.00	.00	652,530.00	.0
	<u>1,041,530.00</u>	<u>3,871.24</u>	<u>3,871.24</u>	<u>1,037,658.76</u>	<u>.4</u>
	<u>5,027,069.00</u>	<u>317,033.38</u>	<u>317,033.38</u>	<u>4,710,035.62</u>	<u>6.3</u>
	<u>( 950,000.00)</u>	<u>( 203,824.72)</u>	<u>( 203,824.72)</u>	<u>( 746,175.28)</u>	<u>( 21.5)</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	485,000.00	33,697.64	33,697.64	451,302.36	7.0
OTHER REVENUE	13,650.00	5,550.00	5,550.00	8,100.00	40.7
TRANSFER IN	.00	.00	.00	.00	.0
	<u>498,650.00</u>	<u>39,247.64</u>	<u>39,247.64</u>	<u>459,402.36</u>	<u>7.9</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	205,515.00	15,756.66	15,756.66	189,758.34	7.7
MATERIAL AND SERVICES	205,000.00	3,009.75	3,009.75	201,990.25	1.5
CAPITAL OUTLAY	107,000.00	.00	.00	107,000.00	.0
DEBT SERVICE	27,583.00	360.15	360.15	27,222.85	1.3
TRANSFERS OUT	31,582.00	.00	.00	31,582.00	.0
CONTINGENCIES AND RESERVES	121,970.00	.00	.00	121,970.00	.0
	<u>698,650.00</u>	<u>19,126.56</u>	<u>19,126.56</u>	<u>679,523.44</u>	<u>2.7</u>
	<u>698,650.00</u>	<u>19,126.56</u>	<u>19,126.56</u>	<u>679,523.44</u>	<u>2.7</u>
	<u>( 200,000.00)</u>	<u>20,121.08</u>	<u>20,121.08</u>	<u>( 220,121.08)</u>	<u>10.1</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	1,637,000.00	164,351.21	164,351.21	1,472,648.79	10.0
OTHER INCOME	54,500.00	2,700.70	2,700.70	51,799.30	5.0
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>1,691,500.00</u>	<u>167,051.91</u>	<u>167,051.91</u>	<u>1,524,448.09</u>	<u>9.9</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	361,597.00	27,265.91	27,265.91	334,331.09	7.5
MATERIAL AND SERVICES	197,500.00	7,880.54	7,880.54	189,619.46	4.0
CAPITAL OUTLAY	50,000.00	4,051.98	4,051.98	45,948.02	8.1
DEBT SERVICE	14,900.00	398.39	398.39	14,501.61	2.7
	<u>623,997.00</u>	<u>39,596.82</u>	<u>39,596.82</u>	<u>584,400.18</u>	<u>6.4</u>
WATER TREATMENT:					
PERSONAL SERVICES	311,891.00	23,093.28	23,093.28	288,797.72	7.4
MATERIAL AND SERVICES	242,000.00	7,446.31	7,446.31	234,553.69	3.1
CAPITAL OUTLAY	20,500.00	.00	.00	20,500.00	.0
DEBT SERVICE	14,900.00	398.39	398.39	14,501.61	2.7
TRANSFERS OUT	589,386.00	.00	.00	589,386.00	.0
CONTINGENCIES AND RESERVES	178,826.00	.00	.00	178,826.00	.0
	<u>1,357,503.00</u>	<u>30,937.98</u>	<u>30,937.98</u>	<u>1,326,565.02</u>	<u>2.3</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,981,500.00</u>	<u>70,534.80</u>	<u>70,534.80</u>	<u>1,910,965.20</u>	<u>3.6</u>
	<u>( 290,000.00)</u>	<u>96,517.11</u>	<u>96,517.11</u>	<u>( 386,517.11)</u>	<u>33.3</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,129,300.00	257,682.44	257,682.44	2,871,617.56	8.2
OTHER REVENUE	10,000.00	125.00	125.00	9,875.00	1.3
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,134,800.00</u>	<u>257,807.44</u>	<u>257,807.44</u>	<u>2,876,992.56</u>	<u>8.2</u>
<b>EXPENDITURES</b>					
<b>WASTEWATER COLLECTION:</b>					
PERSONAL SERVICES	528,144.00	42,078.33	42,078.33	486,065.67	8.0
MATERIAL AND SERVICES	243,700.00	6,808.77	6,808.77	236,891.23	2.8
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	14,900.00	398.39	398.39	14,501.61	2.7
TRANSFERS OUT	149,966.00	.00	.00	149,966.00	.0
	<u>951,710.00</u>	<u>49,285.49</u>	<u>49,285.49</u>	<u>902,424.51</u>	<u>5.2</u>
<b>WASTEWATER TREATMENT:</b>					
PERSONAL SERVICES	536,014.00	37,603.29	37,603.29	498,410.71	7.0
MATERIAL AND SERVICES	582,300.00	14,375.73	14,375.73	567,924.27	2.5
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	14,900.00	398.39	398.39	14,501.61	2.7
TRANSFERS OUT	1,230,044.00	.00	.00	1,230,044.00	.0
CONTINGENCIES AND RESERVES	314,332.00	.00	.00	314,332.00	.0
	<u>2,687,590.00</u>	<u>52,377.41</u>	<u>52,377.41</u>	<u>2,635,212.59</u>	<u>2.0</u>
	<u>3,639,300.00</u>	<u>101,662.90</u>	<u>101,662.90</u>	<u>3,537,637.10</u>	<u>2.8</u>
	<u>( 504,500.00)</u>	<u>156,144.54</u>	<u>156,144.54</u>	<u>( 660,644.54)</u>	<u>31.0</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 1 MONTHS ENDING JULY 31, 2017

URBAN RENEWAL AGENCY FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<b>REVENUE</b>					
TAXES	534,592.00	.00	.00	534,592.00	.0
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	3,000.00	.00	.00	3,000.00	.0
	537,592.00	.00	.00	537,592.00	.0
<b>EXPENDITURES</b>					
<b>GENERAL:</b>					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	35,000.00	.00	.00	35,000.00	.0
CAPITAL OUTLAY	391,853.00	.00	.00	391,853.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	450,739.00	.00	.00	450,739.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	877,592.00	.00	.00	877,592.00	.0
<b>DEPARTMENT 20:</b>					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
<b>DEPARTMENT 22:</b>					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
<b>DEPARTMENT 24:</b>					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	.00	.00	.00	.00	.0
	877,592.00	.00	.00	877,592.00	.0
	( 340,000.00)	.00	.00	( 340,000.00)	.0