

# City of Brookings

## MEETING AGENDA

### **CITY COUNCIL**

**Monday, May 14, 2018, 7:00pm**

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

The City Council will meet in Executive Session at 6:30 PM, in the City Manager's office, under the authority of ORS 192.660(2)(f) "To discuss records exempt from disclosure."

### **CITY COUNCIL**

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

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

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

#### **D. Scheduled Public Appearances**

1. Anna Krug – Harris Beach Improvements [City Manager, Pg. 3]

#### **E. Resolutions**

1. Building and Mechanical Permit Fee Updates [Building Dept., Pg. 4]
  - a. February 2018 Building Valuation Data [Pg. 5]
  - b. Updated 2018 Commercial Mechanical Fee Schedule [Pg. 7]
  - c. Resolution 18-R-1130 [Pg. 8]

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

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

#### **G. Staff Reports**

1. Declare Council Seat Vacant and Determine Method of Selection [City Manager, Pg. 10]
  - a. Councilor Thompson resignation [Pg. 11]
  - b. Excerpts from the City Charter, Oregon Revised Statutes and Brookings Municipal Code [Pg. 12]
  - c. Draft Timeline to fill position by appointment [Pg. 13]
2. Chair of the Planning Commission's Annual Report [Parks, Pg. 14]
  - a. Planning Commission 2017 Annual Report [Pg. 15]
3. The Committee for Citizen Involvement (CCI) Annual Report [Parks, Pg. 16]
  - a. CCI Annual Report [Pg. 17]
4. City Manager Vacancy and Selection Process [City Manager, Pg. 18]
  - a. Press Release announcing retirement of City Manager Gary Milliman [Pg. 20]
  - b. City Manager job description [Pg. 23]
  - c. City Manager salary survey [Pg. 29]
  - d. Janell Howard resume [Pg. 30]
5. Collective Bargaining Agreement with Brookings Police Association [F&HR, Pg.32]
  - a. Agreement [Pg. 33]

#### **H. Consent Calendar**

1. Approve Council minutes for April 23, 2018. [Pg. 57]
2. Accept Planning Commission minutes for February 6, 2018. [Pg. 61]

#### **I. Informational Non-Action Items**

1. April Vouchers [Pg. 62]
2. Committee Vacancies [Pg. 65]

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

#### **K. 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.

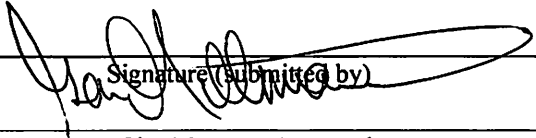
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 14 days advance notification. Please contact 469-1102 if you have any questions regarding this notice.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: City Manager

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

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Subject: Harris Beach State Park Update

Recommended Motion:

No action; information only.

Financial Impact:

NA

Reviewed by Finance & Human Resources Director: \_\_\_\_\_

Background/Discussion:

Supervising Park Ranger Anna Krug will make a presentation concerning recent improvements at Harris Beach State Park (HBSP).

HBSP is a major economic activity generator in Brookings and is the largest single source of Transient Occupancy Tax revenue. The City has cooperated with HBSP management on a number of projects


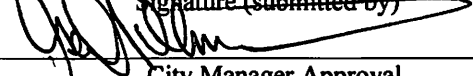
Attachment(s):

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: PWDSD

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

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**Subject:**

Building and Mechanical Permit Fee Updates

**Recommended Motion:**

Adopt Resolution 18-R-1130, setting Building Division fees.

**Financial Impact:**

Estimated increase in Building Division revenue is approximately \$15,000 annually.

Reviewed by Finance & Human Resources Director: 

**Background/Discussion:**

The building permit fees have not been changed since 2012 and the mechanical fees have not been changed since 2010. The City Council discussed building division fees at the April 4, 2018 workshop, and consensus was that the Building Division fees should cover department costs, and that fees should be increased over a four year period, to align with the Oregon State Building Codes Division's recommended rates by July 1, 2021.

With the adoption of Resolution 18-R-1130, building permit fees will increase by 10-25% this year, depending on the valuation of the improvement. Mechanical permit fee will increase from \$21.11 to \$84.00. All rate changes for this year will be effective July 1, 2018.

**Attachment(s):**

- A. February 2018 Building Valuation Data
- B. Updated 2018 Commercial Mechanical Fee Schedule with valuation update
- C. Resolution 18-R-1130

## Building Valuation Data – FEBRUARY 2018

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2018. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$170.56/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$170.56/sq. ft x 0.0075  
= \$20,467

## Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs <sup>a, b, c</sup>**

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	239.41	231.54	226.03	216.67	203.74	197.86	209.82	186.11	179.13
A-1 Assembly, theaters, without stage	219.07	211.20	205.68	196.33	183.65	177.76	189.48	166.01	159.03
A-2 Assembly, nightclubs	188.23	182.77	178.14	170.93	161.13	156.68	164.92	145.88	140.94
A-2 Assembly, restaurants, bars, banquet halls	187.23	181.77	176.14	169.93	159.13	155.68	163.92	143.88	139.94
A-3 Assembly, churches	220.05	212.18	206.66	197.31	185.99	180.11	190.46	168.36	161.38
A-3 Assembly, general, community halls, libraries, museums	185.05	177.18	170.67	162.31	148.58	143.75	155.46	131.00	125.02
A-4 Assembly, arenas	218.07	210.20	203.68	195.33	181.65	176.76	188.48	164.01	158.03
B Business	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
E Educational	197.52	190.73	185.77	177.32	165.32	156.97	171.23	144.39	140.26
F-1 Factory and industrial, moderate hazard	114.08	108.82	102.59	98.59	88.51	84.45	94.44	74.21	69.43
F-2 Factory and industrial, low hazard	113.08	107.82	102.59	97.59	88.51	83.45	93.44	74.21	68.43
H-1 High Hazard, explosives	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	N.P.
H234 High Hazard	106.73	101.48	96.25	91.25	82.38	77.32	87.10	68.08	62.30
H-5 HPM	192.02	185.04	179.30	170.56	155.93	150.11	164.01	137.00	131.05
I-1 Institutional, supervised environment	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
I-2 Institutional, hospitals	321.25	314.27	308.52	299.78	284.17	N.P.	293.24	265.24	N.P.
I-2 Institutional, nursing homes	222.99	216.01	210.27	201.52	187.89	N.P.	194.98	168.96	N.P.
I-3 Institutional, restrained	218.28	211.30	205.55	196.81	183.43	176.62	190.27	164.50	156.55
I-4 Institutional, day care facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
M Mercantile	140.27	134.81	129.18	122.96	112.68	109.23	116.95	97.44	93.50
R-1 Residential, hotels	193.08	186.60	181.24	173.68	159.89	155.58	173.77	143.39	138.97
R-2 Residential, multiple family	161.95	155.46	150.10	142.54	129.52	125.22	142.64	113.02	108.61
R-3 Residential, one- and two-family <sup>d</sup>	151.10	146.99	143.20	139.61	134.50	130.95	137.27	125.85	118.45
R-4 Residential, care/assisted living facilities	191.30	184.81	179.46	171.90	158.36	154.06	171.99	141.86	137.45
S-1 Storage, moderate hazard	105.73	100.48	94.25	90.25	80.38	76.32	86.10	66.08	61.30
S-2 Storage, low hazard	104.73	99.48	94.25	89.25	80.38	75.32	85.10	66.08	60.30
U Utility, miscellaneous	83.66	79.00	74.06	70.37	63.47	59.32	67.24	50.19	47.80

*Decks*

**2390**

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$21.00 per sq. ft.

COMMERCIAL MECHANICAL FEE SCHEDULE				
Permit fees are based on the value of the work performed. Indicate the Value (rounded to the nearest hundred) of the equipment, materials, labor, overhead, and the profit for the work indicated on this application.				
Total Valuation	\$			
Total Valuation	Permit Fee	# Units	Cost Each Add'l	Total
\$0 to \$50,000	\$84.00		\$15.00	\$
\$1,001 to \$2,000	\$84.00 for the first \$1,000 plus ¢.70 for each additional \$100, or fraction thereof, to and including \$2,000		\$15.00	\$
\$2,001 to \$10,000	\$91.00 for the first \$2,000 plus ¢.30 for each additional \$100, or fraction thereof, to and including \$10,000		\$22.00	\$
\$10,001 to \$50,000	\$115.00 for the first \$10,000 plus ¢.20 for each additional \$100, or fraction thereof, to and including \$50,000		\$46.00	\$
\$50,001 and greater	\$195.00 for the first \$50,000 plus ¢.10 for each additional \$100, or fraction thereof		\$126.00	\$
Fee Total				\$ -

Fee Total from above	\$ -
12% surcharge (A x .12)	\$ -
Plan Review 25% if required (A x .25)	\$ -
Commerical Mechanical Fees and Surcharge TOTAL	\$ -

## **CITY OF BROOKINGS**

### **Resolution 18-R-1130**

#### **A RESOLUTION OF THE CITY OF BROOKINGS ADOPTING RATES FOR THE BUILDING DIVISION.**

WHEREAS, Oregon Revised Statute 455.020-O-432 and 455.210 provides authority for adoption of rates, fees and charges to the City of Brookings Building Division; *and*

WHEREAS, the collection of reasonable rates, fees and charges is necessary to sustain the Building Division services; *and*

WHEREAS, the City Council desires to have the building permit charges for City of Brookings Building Division services to be in conformity with the Oregon State Building Codes Division by 2021-22; *and*

WHEREAS, the City Council understands that an increase of up to 25% annually for the next four years is necessary to balance resources and requirements by 2021-22; *and*

WHEREAS, the City Council desires to keep the valuation data of construction current on an annual basis as necessary for the appraisal of structures value:

***NOW THEREFORE BE IT RESOLVED***, by the City Council of the City of Brookings, Curry County, Oregon, that the following rates, fees and charges are hereby adopted:

#### **Mechanical permits**

Residential mechanical permit rate \$84.00 minimum

Commercial mechanical rates would be calculated by the valuation of the project per the current State rates.



**Building permits**

<b>Total Valuation</b>	<b>Permit Fee</b>
\$1 to \$500	\$16.00
\$501 to \$2,000	\$16.00 for the first \$500 plus \$2.20 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 to \$40,000	\$49.00 for the first \$2,000 plus \$9.10 for each additional \$1,000, or fraction thereof, to and including \$40,000
\$40,001 to \$100,000	\$395 for the first \$40,000 plus \$4.66 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$675 for the first \$100,000 plus \$3.21 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,960 for the first \$500,000 plus \$2.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$3,240 for the first \$1,000,000 plus \$1.54 for each additional \$1,000, or fraction thereof, to and including \$5,000,000
\$5,000,001 and over	\$9,400 for the first \$5,000,000 plus \$1 for each additional \$1,000, or fraction thereof

Passed by the City Council May 14, 2018, and made effective July 1, 2018.

Attest:

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Mayor Jake Pieper

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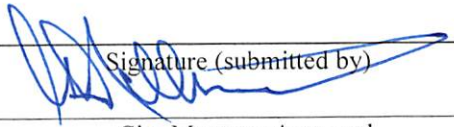
City Recorder Teri Davis

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: City Manager

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

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Subject: Declare Council Seat Vacant and Determine Method of Selection

Recommended Motion:

Motion to accept resignation of Councilor Roger Thompson and declare Council Position 3 vacant. Determine procedure for filling the position by appointment. Possible appointment.

Background/Discussion:

Due to the resignation of Councilor Roger Thompson, Council Position 3 becomes vacant.

According to the City Charter and Oregon Revised Statutes, the City Council must, within 60 days of declaring a vacancy on the City Council, fill the vacancy by appointment.

The City Council may appoint any registered voter of the State of Oregon who has resided in the City of Brookings for at least 12 months preceding appointment to fill the position. The appointee will fill the current term which expires on January 14, 2019.

The City Council may fill the vacancy at any Council meeting. In the past, the City Council has announced an application procedure and has conducted public interviews of candidates. An application process is not required. Note that the deadline for making the appointment is July 13, 2018.

Attachment(s):

- a. Councilor Thompson resignation.
- b. Excerpts from the City Charter, Oregon Revised Statutes and Brookings Municipal Code
- c. Draft Timeline to fill position by appointment

**Gary Milliman**

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**From:** Roger Thompson  
**Sent:** Tuesday, April 17, 2018 2:03 PM  
**To:** Gary Milliman  
**Subject:** Resignation

Good afternoon Gary

I give this email to notify you that I resign my position as city council person for the city. I enjoyed my time on council but I feel its best for me and the city for me to resign. Thanks Roger

--

**Roger Thompson**

City Councilor  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415  
[rthompson@brookings.or.us](mailto:rthompson@brookings.or.us)

## **CITY OF BROOKINGS CHARTER OF 1993**

### **CHAPTER III**

#### **Section 7. Council.**

The council consists of a mayor and four councilors nominated and elected from the city at large or, in case of one or more vacancies in the council, the council members whose offices are not vacant.

### **CHAPTER IV**

#### **Section 19. Vacancies: Occurrence.**

The office of a member of the council becomes vacant:

- (1) Upon the incumbent's:
  - (a) Death,
  - (b) Adjudicated incompetence, or
  - (c) Recall from office; or
- (2) Upon declaration by the council of the vacancy in case of the incumbent's:
  - (a) Failure, following election or appointment to the office, to qualify for the office within ten days after the time for his or her term of office to begin.
  - (b) Absence from the city for 30 days without notifying the council or from all meetings of the council within a 65-day period.
  - (c) Ceasing to reside in the city.
  - (d) Ceasing to be a qualified elector under state law.
  - (e) Conviction of a felony crime, a misdemeanor involving moral turpitude or any other offense pertaining to the public office.
  - (f) Resignation from the office.

#### **Section 20. Vacancies: Filling.**

A vacancy in the council shall be filled within 60 days by:

- (1) Appointment by a majority of the council;
- (2) Special election when the number of vacancies in the council exceeds the number of members holding office.

The terms of office of those appointed or elected run from the time of their qualifying for office after appointment or election and until expiration of the terms of their predecessors who have left the offices vacant.

## **OREGON REVISED STATUTES**

#### **Section 221.120**

- (4) The council shall fill by appointment vacancies in its membership.
- (5) The term of office of an appointee to an office of councillor shall be the remainder of the term of office of the immediate predecessor of the appointee in the office.

### Timeline to Fill Council Position #3 By Appointment

<b>Date</b>	<b>Task</b>	<b>Day #</b>
<b>July 13, 2018</b>	<b>State mandated deadline</b>	<b>60</b>
May 14, 2018	Position declared vacant	1
May 15, 2018	Press Release Issued	2
June 4, 2018	Applications due to City Recorder	22
June 6, 2018	Applications* provided to Council	24
June 11, 2018	Applicant Interviews/Appt/Swearing In	29
Prior to July 13, 2018	Appointment/Swearing In	37-60

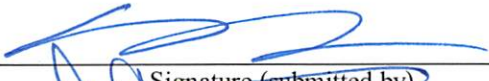
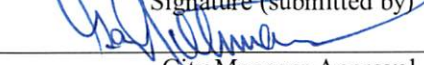
\*Applications will also be included in the June 11, 2018 City Council Packet. Applicant voter registrant and City residency status verified.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: Planning Dept.

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

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Subject: Chair of the Planning Commission's Annual Report

Recommended Motion: Motion to accept the Annual (2017) Planning Commission Report

Financial Impact: None

Background/Discussion: The Chair of the Planning Commission, Bryan Tillung, has prepared the annual report which reviews the work accomplished by the Planning Commission in 2017.

Policy Considerations: None

Attachment(s): Planning Commission 2017 Annual Report

## **BROOKINGS PLANNING COMMISSION**

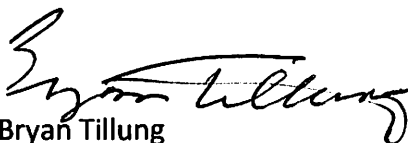
### **2017 YEAR IN REVIEW**

The Brookings Planning Commission met in quorum six (6) times in 2017. It was chaired by Bryan Tillung with Gerald Wulkowicz as Vice Chair. The other members of the Commission were: Loren Rings, Cheryl McMahan, Skip Hunter, Timothy Hartzell and Joe Vogl. Joe Vogl resigned in June and City Council appointed Hedda Markum to replace him in July. Ms. Markum had previously served on the Planning Commission from 2006 to 2014. In April, Planning Director Donna Colby Hanks retired and was replaced by Community Planner, Mark Schexnayder. In November, Mr. Schexnayder resigned and was replaced by Tony Baron, Parks and Planning Manager.

During the year the Planning Commission acted on the following matters:

- Recommendation of Approval to the City Council of the Transportation System Plan Update (CP)
- Recommendation of Approval to the City Council of one (1) revision of the Municipal Code (LDC)
- Approval of four (4) Conditional Use Permits (CUP)
- Approval of two (2) Partitions (M3).

In 2018 the City will be engaging the services of Lane County of Governments (LCOG) to assist staff with planning applications. The Planning Commission looks forward to the upcoming year and serving the residents of Brookings with a fair and unbiased decision making process as well as advising the Brookings City Council on matters affecting its residents.




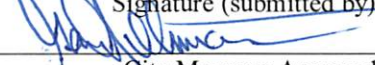
Bryan Tillung  
Planning Commission Chairman

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: Planning Dept.

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

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Subject: The Committee for Citizen Involvement (CCI) Annual Report

Recommended Motion: Motion to accept the CCI annual report for 2017 and direct Staff to forward the report to the County Planning coordinator and the State's Citizen Involvement Advisory Committee as required by Resolution #399

Financial Impact: None

Background/Discussion: The Resolution creating the Committee for Citizen Involvement (CCI) requires an annual evaluation of the Citizens Involvement Program and a report to be given to the Planning Commission, Mayor and City Council, the County Planning Coordinator, and the State's Citizen Involvement Advisory Committee. In Resolution 399, the Planning Commission is defined as the CCI.

City staff has been soliciting input from a survey which is mailed to all participants who have engaged in the Planning Commission process. The Planning Commission reviewed the report and recommended approval to City Council at their May 1, 2018 meeting. The report is attached.

Policy Considerations: None

Attachment: CCI Annual Report





# City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1103 Fax (541) 469-3650

[www.brookings.or.us](http://www.brookings.or.us)

Public Works and Developmental Services

TO: Planning Commission

FROM: Tony Baron, Parks and Planning Manager

DATE: March 26, 2018

RE: Committee for Citizen Involvement 2017

Brookings Resolution #399 creating the Committee for Citizens Involvement (CCI) requires an annual evaluation of the Citizens Involvement Program and a report to be given to the Mayor and City Council, the County Planning Coordinator, and the State's Citizen Involvement Advisory Committee.

Many efforts are made to be sure information concerning meetings, processes, and specific applications is available to the public. These efforts include providing hearing notices and/or agendas to several local papers, local radio stations, the library, posting in City Hall, on the City's website, and mailed to neighbors when a specific property is involved. Contact information is provided and files are available for review at the Planning Department, the public library, City Hall and on the City's web site. The public is able to sign up to receive email or text message notices of Planning Commission meetings, both regular meetings and workshops. There are currently 66 participants in this program.

A survey form, designed to evaluate the effectiveness of the citizen involvement program, is at the sign-in table of every Planning Commission meeting and on the City's website. The survey is also mailed to all participants in the land use process with the Notice of Decision. The number of surveys returned this year was five. In previous years we had 16 surveys returned in 2016, 14 in 2015 and 8 in 2014. We believe this year's decrease is due to the minimal number of Planning Commission hearings (6) in 2017. Below is a summary of the survey responses we did receive.

#### Summary of key questions:

- *Is information concerning meetings, process, and specific applications available to the public?*

All of the responders indicated they were able to find information on the planning actions prior to the meeting; three indicated they were unable to learn the process or criteria prior to the Planning Commission meetings or that they made no effort to obtain the information.

- *Were citizens allowed to participate and did the Planning Commission consider their input?*

All of the responders indicated that they were allowed to participate and felt the Planning Commission considered their comments. However, one responder did not feel the Commission considered his opinion and one responder felt another party misrepresented information.

- *Did the Planning Commission base their decision on established criteria and was the decision fairly and logically decided?*

Four of the responders felt that the Planning Commission accomplished this. One responder did not and felt alternative solutions should be an option. It was also indicated that when established criteria and citizen opinions differ that consistency and established criteria should prevail.

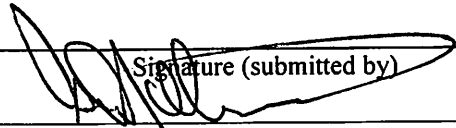
Recommendation: Motion to accept the CCI Annual Report for 2017 and forward to the City Council.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: City Council

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

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Subject: City Manager Vacancy and Selection Process

Recommended Motion:

Motion to fill the upcoming City Manager vacancy by internal promotion and invite Finance and Humans Resources Director Janell Howard to submit an employment agreement for City Council consideration at their meeting of May 29, 2018.

Financial Impact:

The cost of the transition is included in the proposed 2018-19 budget.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The City Manager has met with the City Council concerning his upcoming retirement and to discuss the appointment of his successor. The City issued a press release announcing the City Manager's retirement and upcoming vacancy on April 12 which was widely distributed and published.

The City Council has conveyed to the City Manager its goal of implementing a smooth transition to a new City Manager. The Council has indicated that they wish to employ someone with strong city government management experience, has appropriate education, a strong commitment to public service, and who would be willing to make a long-term commitment to serving in the position. Several alternatives were discussed, including open recruitment and promotion from within the organization. The City Manager conducted an informal search by circulating a recruitment notice to the city manager associations in Oregon and California. Two potential candidates were interviewed by the City Manager, who did not recommend either candidate be considered further.

The City Manager has discussed filling the position by internal promotion with the City Council current City department managers. Consistent with the City Council goals, the City Manager recommends that the City Council proceed to fill the position by internal promotion. Finance and Human Resources Director Janell Howard has expressed interest in the position.

Howard has served as Brookings Finance and Human Resources Director since 2009, and served in a similar position with the City of Coos Bay for 10 years. She also served as an audit consultant and audit manager for six years. During her tenure with Brookings, Howard has also served in the role of acting City Manager during his absence; this role is included in her current job description.

In her role as Budget Officer Howard is intimately familiar with the City operation. The City's continued healthy financial condition is attributable in large part to her efforts. Along with Public Safety Director Chris Wallace, she has been a key member of the City's core management team.

Howard has a Bachelor's degree in accounting from the University of Oregon and is a Certified Public Accountant. She is a Brookings native, Brookings Harbor High School Valedictorian and Student Body President and current resident.

Many communities are experiencing difficulty with management turnover and in finding quality City Manager candidates, even after spending thousands of dollars utilizing professional recruiters. Several cities, including Florence, Coos Bay and Medford, have selected from within to fill the City Manager position. The City has experienced similar issues in planning and public works management. The City Manager believes that Oregon city government management experience is important.

The City Manager has also completed a salary survey and recommends that the base pay for the new City Manager be established as \$128,000 annually. This is approximately 13 per cent higher than the current base salary and is inclusive of a 2.3 per cent cost of living adjustment budgeted for all employees effective July 1. However, the current City Manager has elected to forego some salary increases in exchange for the City paying for continuing education, such as paying partial tuition for his participation in the Senior Executives in State and Local Government program at Harvard University. The City Manager believes that the salary of the new City Manager should remain comparable with other Oregon communities of like size, subject to any other alternative form of compensation terms and conditions.

The City Manager has recommended Howard for appointment as the new City Manager and recommends that the City Council invite her to provide a proposed employment agreement for Council consideration at the May 29 City Council meeting.

Attachment(s):

- a. Press release announcing retirement of City Manager Gary Milliman.
- b. City Manager job description.
- c. City Manager salary survey.
- d. Janell Howard resume.

**CITY OF BROOKINGS**  
**Press Release: For immediate release**  
April 12, 2018



**BROOKINGS CITY MANAGER TO RETIRE**

Brookings City Manager Gary Milliman has announced his retirement, Mayor Jake Pieper said today.

"Gary has notified the City Council that he will be retiring in 2018," Mayor Pieper said. "No retirement date has been set. He has agreed to stay on until a successor is selected."

Milliman has served as Brookings City Manager for over 10 years and completed 45 years of local government service in January.

"It has been very difficult to come to this decision," Milliman said, "and I have mixed feelings about it. I enjoy the work immensely, and the people I work with are great."

"Recent and upcoming staff changes are really what have prompted me to make a decision at this time," Milliman said, noting that several key staff members recently left "for greener pastures" and that Public Safety Director Chris Wallace also plans to retire in 2018.

"This would present a new City Manager with an opportunity to shape the organization and select most of the key people who will be working for him or her to carry out the City's program of work," Milliman said.

Milliman said he has an excellent working relationship with the City Council. "None of the current Councilors were members of the City Council when I was hired," Milliman said. "It continues to be a positive relationship."

Pieper said that the City Council will be meeting to discuss options for selecting a new City Manager. "We are looking for a smooth transition," Pieper said.

"While we have achieved a lot during my tenure as City Manager, there are many challenges and opportunities ahead," Milliman said.

"Gary has brought a great sense of stability to the organization. He is a strong leader and manager. The City Council has great confidence in him. He will be missed," Pieper said.

When asked to name his greatest accomplishments as Brookings City Manager, Milliman immediately put "Ten consecutive years of balanced budgets and clean audits" on the top of the list. "We have been fortunate to be able to provide a quality level of service while keeping costs comparatively low," Milliman said.

"We have undertaken a series of major infrastructure improvements, many of which relate to public safety," Milliman noted. "Public safety is not just police and fire, but also includes

safe streets and a sound water system. We have made substantial improvements in all of these areas.”

The City’s Emergency Operations Center, which the City Council named in Milliman’s honor, has been a project with which he is particularly pleased. While this facility is standing by for use during a disaster emergency, it is also used regularly as a training facility for volunteer firefighters and many other public service providers, as well as serving as a venue for public meetings. It was used as the Chetco Bar Fire command center for several months.

Milliman currently serves as Chair of the South West Area Commission on Transportation and on the Board of Directors of the South Coast Development Council. An alternate member of the Border Coast Airport Authority Board of Directors, Milliman was instrumental in expanding the membership of that six-member agency...which manages the Del Norte County Regional airport...to include Brookings and Curry County.

He also serves on the Pelican Bay State Prison Citizens Advisory Committee and the Oregon South Coast Tourism Network board.

Milliman served as a Governor’s appointee to the Oregon Seismic Safety Policy Advisory Commission which developed a seismic retrofit grant program for schools and public safety buildings. “I’ve had a career-long interest in disaster preparedness and response,” Milliman said. He served as a reservist for the Federal Emergency Management Agency (FEMA) for 18 years, responding to Presidential-declared disasters nationwide. He served as a Governor’s appointee on the California Emergency Council and chaired the Emergency Preparedness Commission for the Cities and County of Los Angeles.

He said being prepared stems from his long history of involvement with the Boy Scouts of America, where he currently serves on the National Advisory Board.

Looking ahead, Milliman said he hopes to continue serving as Municipal Court Judge in Port Orford, a part time role he assumed in August. “I enjoy serving as a municipal judge and may try and pursue a similar role in other cities,” Milliman said.

He was recently named a Senior Fellow at the Hatfield School of Government, Center for Public Service at Portland State University where he will work on special projects. He plans to teach political science at Southwestern Oregon Community College beginning this fall.

“There are also some non-government opportunities that I plan to explore,” he said. “Carolyn and I plan to stay in Brookings. When we relocated here, it really was for the long term,” Milliman said.

Milliman retired in California after having served as a City Manager in five cities and as Southern California Director for the League of California Cities. His career has included serving as a City Council member, newspaper editor and railroad President.

In 2003 Milliman stepped into the City Manager position in South Gate, California, following a period of political corruption and mismanagement that had ravaged that City. “This was probably the most challenging period of my career,” Milliman recounted. “The City was on the brink of bankruptcy and had just gone through a nasty recall election, and there was heavy influence within the community from organized crime. We were successful in

restoring citizen faith in their local government, moving on a path toward fiscal recovery and resolving a number of crime related issues.” Milliman worked with the federal Department of Justice to help secure convictions of former City officials and their associates.

“We also unraveled several very complex schemes that had been employed to divert millions of dollars of City funds to unscrupulous contractors and developers,” Milliman said.

Milliman had earlier picked up a challenge in 1996 to organize a group of 17 investors to purchase the historic California Western Railroad...also known as “The Skunk Train”...which was going into abandonment. “The Skunk was an important element of the community economy in both Fort Bragg and Willits,” Milliman said. “We couldn’t let it go.” Milliman left his 17-year position as Fort Bragg City Manager to become President of the railroad corporation.

“The experience gave me new respect for small business owners who deal with challenges like making payroll,” Milliman said.

Milliman received the 2012 Career Excellence Award from the 9,000-member International City/County Management Association (ICMA) and the ICMA Management Innovation Award two decades earlier. He is a Credentialed Member of ICMA and has joined in their program to promote professional city management in China.

A Master of Public Administration graduate from the University of Southern California (USC), Milliman completed the Senior Executives in State and Local Government program at Harvard University and a municipal court judges program at the National Judicial College. He is the first-ever recipient of the USC Certificate in Disaster Preparedness and completed several programs at the FEMA Emergency Management Institute.

Milliman holds both Bachelor and Associate degrees in journalism and worked as a newspaper reporter and editor early in his career.

Milliman and his wife Carolyn are natives of the Los Angeles area and both graduated from Bell High School, where Carolyn was the Student Body President. They have two adult children and two grandchildren.

**NEWS MEDIA CONTACT INFO:** For further information regarding this press release, please call 541-469-1102.

## **CITY OF BROOKINGS** **CITY MANAGER**

### **GENERAL STATEMENT OF DUTIES:**

The City Manager is the chief administrative officer of the City of Brookings.

### **DISTINGUISHING FEATURES OF THE CLASSIFICATION:**

The City Manager, acting as the chief administrative officer of the City, shall have control and general supervision over all city employees and all appointive City officers unless specifically excluded herein. The City Manager operates under State Laws, the City Charter and Ordinances as well as direction and rulings of the City Council. The City Manager serves also as Executive Director of the Urban Renewal Agency.

### **SUPERVISION RECEIVED:**

Works under the general supervision of the City Council.

### **SUPERVISION EXERCISED:**

The City Manager is responsible for delegating the assignment and evaluating the work for all City employees. All Department and Division heads report to this position and are under its general supervision.

The City Manager shall supervise the departments to the end of attaining the utmost efficiency in each of them. Therefore, the City Manager shall have the power to employ, discipline, dismiss, or transfer an employee from one department to another, pursuant to the personnel rules adopted by the City Council; providing, however, that any department head dismissed by the City Manager may appeal that dismissal to the City Council.

### **SPECIFIC EXCLUSIONS TO CITY MANAGER'S AUTHORITY:**

The City Manager shall not impinge on the City Attorney's ethical obligations to the City Council; shall have no control over the judicial activities of the Municipal Judge; and shall have no power of appointment or removal of the Municipal Judge, City Recorder or City Attorney.

The power of appointment and removal of the Municipal Judge, City Recorder or City Attorney remains strictly within the prerogative of the Mayor and Council, pursuant to the City Charter.

### **PRINCIPAL DUTIES AND RESPONSIBILITIES:**

Most duties of this classification involve working with community leaders, department or division heads of the City, and the general public. Actions taken are on broad policy, planning, and budget problems of the City operations as directed by the City Council.

**CITY OF BROOKINGS**  
**CITY MANAGER**

**KEY PERFORMANCE AREAS:**

The City Manager shall:

1. Devote his/her entire time to the discharge of official duties, attend all meetings of the Council unless excused there from by the Council or the Mayor, keep the Council advised at all times of the affairs and needs of the City, and make reports annually, or more frequently if requested by the Council, of all the affairs and departments of the City.
2. Enforce all the ordinances of the City including the provisions of all franchises, leases, contracts, permits and privileges granted by, or running to the city.
3. Act as purchasing agent for all departments of the City.
4. Be responsible for preparing and submitting to the Budget Committee the annual budget estimates and such other reports as the City Council may request.
5. Supervise all public utilities owned and operated by the city and shall have general supervision over all city real or personal property.
6. Act as business agent of the Council for the sale of real estate and other matters relating to franchises and leases.
7. Supervise the expenditures of all departments, divisions or services of the City and analyze and supervise the functions, duties and activities of the various departments, boards and services of the City, and all employees thereof; make recommendations to the Mayor and City Council which, if adopted, will result in greater efficiency of the overall operation of the City government.
8. When authorized by the City Council, the City Manager shall develop and organize improvement projects and programs, and aid and assist the Mayor and City Council in carrying the same through to a successful conclusion.
9. Make and keep an inventory of all personal and real property owned by the City and advise the Mayor and Council concerning the purchase of new machinery, equipment, supplies, or services which can be obtained under terms and conditions most advantageous to the City.
10. Make, or cause to be made, studies and surveys of the responsibilities, duties and work of the personnel employed by the City; inform and update the Mayor and Council in regards to his/her decisions on abolition, consolidation, transfer, removal of positions or personnel, or any other administrative decisions made by the City Manager which is his/her judgment will increase administrative efficiency.



**CITY OF BROOKINGS**  
**CITY MANAGER**

11. Endeavor at all times to exercise the highest degree of tact, patience, and professional courtesy in his/her contacts with the public, personnel employed by the City and all elected and appointed officials, to the end that the highest possible standards of public service shall be maintained.
12. Perform such other duties as may be required of him/her by the Mayor and Council, not inconsistent with the laws of the State of Oregon and the Charter and Ordinances of the City of Brookings.

**EMPLOYMENT STANDARDS:**

1. The City Manager shall be appointed by the City Council of the City of Brookings, shall serve for an indefinite term and may be removed with or without cause by a majority vote of the members of the City Council presently holding office at the time of such vote.
2. The City Manager shall receive such compensation as the Mayor and City Council shall fix from time to time by motion noted in the minutes of the Council.
3. The City Manager shall be required to carry a bond for the faithful performance of the duties of office in an amount to be determined by the City Council. The expense of said bond shall be paid from the budget of the City Manager's office.

**ESSENTIAL FUNCTIONS:**

**KNOWLEDGE OF:** Thorough knowledge of municipal government organization, powers, functions and relationships with other governmental jurisdictions. Thorough knowledge of the principals and practices of public budgeting, finance, reporting, and personnel management, assigning and supervising the work of others.

Thorough knowledge of principles and methods used in finance, budgeting, banking. Familiar with all office equipment, including word processing programs. Have extensive knowledge of office practices, procedures and methods, and of legal requirements and procedures involved in conducting elections.

**SKILL IN:** Have considerable skill in establishing and maintaining cooperative and harmonious working relationships with City employees, representatives of business, legislative/administrative officials, governmental organizations, and the general public.

**ABILITY TO:** Supervise and evaluate the activities of a wide variety of employees; properly delegate responsibilities to the appropriate areas, while maintaining accountability for the overall success of City services; develop and prepare effective, readily understandable correspondence, administrative reports, and public relations information.

**CITY OF BROOKINGS**  
**CITY MANAGER**

**EDUCATIONAL REQUIREMENTS:**

Bachelor's Degree in Public Administration, Public Policy, Business Administration, Planning or closely related field. Master's Degree in Business/Public Administration is desired.

**EXPERIENCE:**

Ten years progressively responsible public or business management experience affording knowledge of local and state laws. Oregon local government experience is desired.

**PRE-EMPLOYMENT REQUIREMENTS:**

Bond ability, educational and experience verification. Demonstrated ability to perform essential functions.

COMPENSATION TYPE: Salary

EXEMPTION STATUS: Exempt

**CITY OF BROOKINGS**  
**CITY MANAGER**

**POSITION FUNCTIONAL REQUIREMENTS:**

Division/Dept:       Administration  
Job Title:            City Manager  
Reports To:          City Council

The functions and abilities for successful performance in this position include, but may not be limited to:

**Physical Job Functions**

Designated Function	Reach (Inches)	Distance (Feet)	Weight (Pounds)	Time (%)
COLLATING		3		2
DIALING	18			5
FILING	18			2
KNEELING				2
LIFTING		3	25	5
REACHING		3		5
SITTING				80
SORTING	18			10
STOOPING				3
STANDING				10
TYPING	12			5
WALKING				10
WORD PROCESSING	18			10

**Note:** Percentages of time usually exceed 100% because many functions actually occur simultaneously.

**CITY OF BROOKINGS**  
**CITY MANAGER**

**Mental Aptitudes Table**

Designated Function	% Time	Aptitude Level	
WRITING	10	1	Note: Percentages may exceed 100% because functions may occur simultaneously
READING	30	1	
REASONING	100	1	
MATHEMATICS	25	1	
VERBAL	60	1	

**Basic Acuities**

Designated Function	Acuity Level
VISION	1
HEARING	1
TOUCH	2
TASTE	3
SMELL	2

Note: Acuities levels are: High = 1, Medium = 2, Low = 3

Acuity levels are established after reasonable accommodations are provided.

<u>City</u>	<u>Population</u>	<u>Salary</u>
Eagle Point	8,765	116,300
Florence	8,680	126,938
Hood River	7,760	137,950
Stayton	7,745	144,831
Milton-Freewater	7,070	124,000
Scapoose	6,785	125,000
Brookings	6,700	110,000
Seaside	6,605	114,564
Talent	6,305	105,000
Madras	6,275	129,152
Junction City	6,010	98,838
Winston	5,410	90,000
Creswell	5,360	104,000
Warrenton	5,265	95,000
Veneta	4,800	96,000
Philomath	4,665	104,628
Phoenix	4,585	92,500
Reedsport	4,155	75,000
Lafayette	4,000	92,800
Aumsville	3,945	96,800
Coquille	3,920	90,000
Wood Village	3,915	126,000
Harrisburg	3,645	88,904
Toledo	3,586	95,000
Myrtle Creek	3,490	81,000
King City	3,425	70,000
Mt. Angel	3,410	89,000
Nyssa	3,285	72,000
Dundee	3,185	80,340
Estacada	3,085	86,284
Shady Cove	3,045	65,000
Jacksonville	2,920	73,000
Burns	2,830	65,196
Sublimity	2,755	72,000
Dayton	2,635	82,820
Gervais	2,555	73,472
Myrtle Point	2,525	66,500
Sisters	2,390	109,907
Gold Beach	2,275	68,000
Union	2,150	60,000
Carlton	2,125	87,985
North Plains	2,015	150,000
Millersburg	1,730	90,000
Cascade Locks	1,250	80,000
Coburg	1,070	90,167

**Janell K. Howard, CPA**

705 5<sup>th</sup> Street, Brookings, OR 97415

jhoward@brookings.or.us

Office (541) 469-1123, Cell (541) 297-6172

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## **SUMMARY OF QUALIFICATIONS**

- Planning, developing, and implementing sound fiscal management practices and systems
  - Preparing informational analyses and problem solving on complex financial matters
  - Working as a strategic partner with the management team
  - Develop budget documents and financial reports that comply with appropriate standards
  - Understanding and successfully managing debt financing
  - Managing employees, contracts, and a variety of projects
- 

## **PROFESSIONAL EXPERIENCE**

Finance and Human Resources Director

City of Brookings, Oregon

March 2009 – Current

City of Coos Bay, Oregon

May 1998 – September 2008

- Supervise Finance Department Staff, including prioritizing and developing work plans, hiring and termination, and providing training and development for staff
- Advise City Manager, City Council, and Committees on financial matters
- Responsible for ensuring timely completion and accuracy of the City's and Urban Renewal Agency's Annual Budget and Audit
- Assist with the collective bargaining process for three labor unions
- Ensure that the City's budget, accounting system, and reports are in compliance with Generally Accepted Accounting Principles and appropriate regulatory requirements
- Ensure that all City purchases comply with adopted contracting rules
- Provides direction and sets policies for providing excellent customer service to both internal and external customers
- Administration of risk management policies and procedures
- Responsible for City Information Technology budget and projects
- Administration of human resources including personnel, workers compensation, FMLA
- Acting City Manager in absence of the City Manager

Finance System/Audit Consultant

City of Monmouth, Oregon

October 2008 – March 2009

- Lead the preparation and completion of the financial audits
- Financial system development for new software
- Assist with the development and implementation of improved internal control policies and procedures

## **Audit Manager**

Yergen & Meyer CPAs, Coos Bay, Oregon

July 1992 – May 1998

- In-depth knowledge of Generally Accepted Accounting Principles
  - Compliance with Oregon Budget Law and Oregon Revised Statutes
  - Bid preparation, planning, scheduling, fieldwork, review, reports, and presentations to governing bodies
  - Testing of internal controls
  - Compliance with federal financial assistance requirements
  - Annual financial statement and management letter preparation
  - Supervision and training of staff accountants
  - Management advisory services in such areas as personnel, budgets, internal controls, debt, accounting, records, and computer system
- 

## **EDUCATION AND CERTIFICATIONS**

Bachelor of Arts, Accounting, University of Oregon, 1992

Certified Public Accountant, 1994

Municipal Auditor License, Oregon, 1994

Oregon Professional Finance Officers Certification, 2015

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## **PROFESSIONAL ASSOCIATIONS**

Oregon Society of Certified Public Accountants, 1998 – present

Government Accounting & Audit Strategic Committee, 2014- present

South Coast Board Member, 2013 - present

South Coast Chapter President, 2008 – 2013

South Coast Chapter Treasurer, 1998 – 2008

American Institute of Certified Public Accountants, 1992 – present

Oregon Municipal Finance Officers Association, 1998 – present

Certification Committee 2014 – present

Emerging Professionals Committee 2013 – present

Government Finance Officers Association, 1998 – present


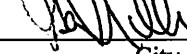
Oregon Municipal Debt Advisory Committee, 2004 – 2008

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: May 14, 2018

Originating Dept: Finance & HR

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

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Subject:

Collective Bargaining Agreement with Brookings Police Association.

Recommended Motion:

Motion to authorize the City Manager to execute the City of Brookings Police Association Collective Bargaining Agreement for the period July 1, 2017 to June 30, 2019.

Financial Impact:

The agreement is within the financial parameters for employee compensation as adopted in the 2017-18 budget. The total additional cost for the two-year agreement is estimated at \$134,000.

Background/Discussion:

Submitted for Council consideration is an agreement with Brookings Police Association. The agreement that expired June 30, 2017, would remain the base agreement with the following key modifications.

1. Two year agreement term.
2.
  - a. Effective July 1, 2017, a salary increase of 1.75%.
  - b. Effective January 1, 2018, a salary increase of 1.5%.
  - c. Effective June 1, 2018, a salary increase of 1.0%.
3.
  - a. Effective July 1, 2018, a salary increase based on the All Cities CPI-W February Index with a minimum 2.0% and a maximum of 4.0%.
  - b. Effective January 1, 2019, a salary increase of 1.0%.
4. Compensatory time maximum increased from 120 hours to 150 hours.
5. Call-back minimum increased to 3 hour minimum on all call-back except those for court appearance in Brookings, which was increased to 2 hour minimum.
6. Add article so that employee is paid full salary and benefits for the first 60 days of lost time as a result of an on-the-job injury or illness.
7. Change HSA contributions to quarterly.

Attachment:

- a. Agreement



**CITY OF BROOKINGS (POLICE)**

**AND**

**~~TEAMSTERS LOCAL UNION NO. 223~~Brookings Police Association**

**COLLECTIVE BARGAINING AGREEMENT**

**JULY 1, 2017- JUNE 30, 2019**

**~~UNION~~ASSOCIATION NEGOTIATING TEAM**

Darrin Phillips, Chief Negotiator  
Donny Miller, Police Association President  
Jason Barrigar, Police Association Vice-President  
Ray Marrington, Police Association Secretary/Treasurer

**CITY NEGOTIATING TEAM**

Gary Milliman, City Manager  
Janell Howard, Finance and Human Resources Director  
Chris Wallace, Public Safety Director  
Donnie Dotson, Police Lieutenant

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## PREAMBLE

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

## ARTICLE 1 - RECOGNITION

1.1 Recognition. The City recognizes the ~~Union Association~~ as the exclusive bargaining agent for the purpose of establishing wages, hours and conditions of employment, for all full-time Police Officers, all full-time Detectives, all Communication Officers full and part-time, excluding confidential and supervisory employees specifically the Police Chief, Sergeants, less than full-time police department employees and temporary employees (not to exceed more than 180 calendar days in a calendar year).

A full-time employee is hereby defined as one who is regularly scheduled to work more than 32 hours per week. A part-time employee is hereby defined as one who is regularly scheduled to work less than 32 hours per week.

## 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 association~~ membership or disability. However, the City reserves the right to prescribe lawful bona fide occupational requirements. The ~~Union Association~~ 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 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 Association~~ 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 Association~~ 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.

3.2 Illustration. Without limitation, but by way of illustration, some of the exclusive prerogatives, functions, and rights of the City shall include the following:

1. To direct and supervise all operations, functions and policies of the department(s) in which employees of the bargaining unit are employed, and operations, functions and policies in the remainder of the City as they may affect employees in the bargaining unit.

2. To close or liquidate an office, branch, operation or facility, or combine facilities or to relocate, reorganize, or combine the work of divisions, offices, branches, operations or facilities for budgetary or other reasons and to contract out work as necessary so long as such is in compliance with this Agreement.
3. To determine the need for a reduction or an increase in the work force and the implementation of any decision with regards thereto so long as such is not in contradiction with this Agreement.
4. To establish, revise, and implement standards for quality of work, safety, materials, equipment, uniforms, appearance, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities, and may do so by oral or written work rules, existing or future so long as such is not in contradiction with this Agreement.
5. To manage and direct the work force, including: (a) the right to determine the methods, processes and manner of performing work; (b) the right to hire, promote, transfer and retain employees in accordance with this Agreement; (c) the right to determine and assign duties, schedules and hours of work; (d) the right to dispose of, purchase, and assign equipment and supplies; and (e) the right to develop work rules not inconsistent with the terms of this Agreement.
6. To discipline, suspend, demote or discharge an employee so long as such action is for just cause.
7. The City has the right to continue to subcontract the types of work it presently subcontracts.

#### ARTICLE 4 - POLICIES & PROCEDURES

4.1 Manuals. The City will provide each employee and the [Union Association](#) with a copy of the Police Department Policies and Procedures Manual and the City's Personnel Policies. These will be kept updated and provided to the employees and the [Union Association](#) by the City.

#### ARTICLE 5 - ~~UNION~~ASSOCIATION 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 Association](#); or (2) tender to the [Union Association](#) 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 Association](#) 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 Association](#) 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 Association](#). The employee shall furnish written proof to the City and the [Union Association](#) 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 Association](#), will make payroll deductions for [Union Association](#) dues and initiation fee. If the employee has not joined the [Union Association](#) within the required time, the fair share amount shall be deducted from the employee's pay check and paid the [Union Association](#). The City shall deduct such dues, initiation fees and fair share amounts as certified

by the Union Association from the first salary check each month and forward to the Union Association within ten (10) calendar days.

5.4 Hold Harmless. The Union Association 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 Association in the execution of these provisions.

5.5 New Hires. The City will notify the Union Association of all new hires within thirty (30) days after their having been employed, furnishing the Union Association 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 July 1, ~~2014~~2017, salary scales will be increased by ~~1.75%~~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%.

Effective ~~July~~January 1, ~~2015~~2018, salary scales will be increased by ~~1.5%~~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%.

Effective ~~July~~June 1, ~~2016~~2018, salary scales will be increased by ~~1.0%~~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%.

Effective July 1, 2018, salary scales will be increased by the actual increase in All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4% (actual increase 2.3%).

Effective January 1, 2019, salary scales will be increased by 1.0%.

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 payday falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day. Employees will be paid one-half of their monthly salary, as determined in Appendix A, on each pay day. The employee's monthly salary shall be converted to an hourly rate for the purposes of calculating overtime.

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 a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

6.4 New Classification. 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 Association by certified mail. The Union Association 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 increase upon the successful completion of probation, payable retroactively to their one year anniversary hiring date.
- b. Employees will receive annual performance evaluations.
- c. An employee who achieves a satisfactory performance evaluation shall receive subsequent merit advancement on his anniversary date as defined in Section 6.5. Such step increases shall be within the approved salary range for the position occupied by the employee.

6.7 Police Dog Handler (K-9) Specialty Assignment Pay. An officer assigned as a Police Dog Handler (K-9) shall receive five percent (5%) base pay monthly.

6.8 Training. Employees assigned to train new employees as an FTO shall receive a five percent (5%) pay differential during the period of such assignments of more than five (5) consecutive days.

6.9 Language Differential. An employee who demonstrates the ability to fluently converse in Spanish shall receive an additional 2.5% to base salary. The City shall schedule an examination in conversational Spanish as necessary, and upon certification of proficiency by the examiner, said employee shall receive the pay differential on the first day of the payroll period following the certification.

## ARTICLE 7 - CERTIFICATION PAY

7.1 Training Hours. Police Officers, Investigators and Communications Officers will receive monthly certification pay (as shown under 7.2) based upon their DPSST certification level and having completed the minimum number of approved training hours per DPSST training requirements.

7.2 DPSST Certification Pay. Police Officers, Investigators and Communications Officers shall receive the following percentage increase in their monthly salary beginning the first of the month following the effective date printed on the DPSST certification, based upon their certification level:

<u>Position</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Dispatcher	0%	3%	5%
Patrol Officer	0%	3%	5%
Investigator	0%	0%	5%

For the purpose of this table it is understood the employee would only be paid for the certification which the employee holds above the certification that is required for that position. (ie. Investigator requires an intermediate certification) these percentage rates are not combined rather they are the total increase for the specific 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. At the discretion of the City, a 4-10 work schedule may be implemented, consisting of four (4) consecutive ten (10)-hour days with three (3) consecutive days off, or, for sworn officers, a mutually agreed-upon 12-hour schedule may be utilized. Eight (8) consecutive hours of work, or ten (10) if working a 4-10 schedule, within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two-week rotation period. The City will provide fourteen (14) calendar days' notice to employees when changing the work days hours from the 5/8 schedule to the 4/10 schedule or back.

8.2 Breaks. Each employee shall receive a paid one-half (½) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

8.3 Flexible Work Schedule. The Union Association 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. The GRAVE RELIEF shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. (Note: a Mid shift is a shift that overlaps both swing and graveyard shifts.) Employees shall receive a minimum of ten (10) hours off between scheduled shifts, absent emergency situations, court appearances or scheduled training. Except for emergency situations, unless mutually agreed to by affected parties, changes in regular work schedules shall be posted at least fourteen (14) calendar days in advance.

8.5 Shift Rotation. Sworn employees working rotating shifts shall bid for shifts during the month of November for each calendar quarter of the following year. Shift selection shall be by seniority within the bargaining unit by job description (Police Officer). The most-senior police officer shall select a work shift for one three-month period and the remaining officers shall follow suit, by decreasing seniority, until all officers have had the opportunity to select a shift for any 3-month period. The most-senior police officer shall then select a shift for a second 3-month period, followed by the remaining officers by seniority, and the process will be repeated in this fashion until all officers have selected shifts for the time period in question. Officers will not be permitted to remain on the same shift for more than six (6) consecutive months, either within the same calendar year or within any two calendar years. Probationary employees may be assigned shifts, starting and quitting times, and days off at the discretion of the City. The year's shift schedule shall be posted no later than December 15<sup>th</sup> for the following calendar year.

For the purposes of this section, the City shall designate each scheduled shift as either day, swing, or graveyard. Designation of blended work schedules, those work weeks comprised of two or more shifts, shall be dictated based on the scheduled hours of the first workday of the employee's work week if the shifts are evenly split, or by the majority of the work days if they are not. For example, a blended work schedule of two day shifts followed by two swing shifts would be considered a day shift, while a schedule of two swings followed by three graveyards would be considered a graveyard shift.

Communication Officers (dispatchers) will bid a twelve-month shift by seniority during the month of November for the following year. The year's schedule shall be posted no later than December 15<sup>th</sup> for the following year. Probationary employees may be assigned shifts, starting and quitting times, and days off at the discretion of the City.

If a shift is vacated during the year and not assigned to a probationary employee, the employees may rebid for the vacated shift for the remainder of the year based upon seniority. The operational needs

of the Department shall be the first consideration in administering the foregoing (this pertains to both Police Officers and Communication Officers).

8.6 Trade Days. Trading of days between employees shall be permitted with approval of the Chief or his designee. For the trade, two employees may agree in writing, solely at their option and with the advanced written approval of the Chief 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. Each employee shall be paid as though the employee had worked the shift originally scheduled, as approved for the FLSA regulations.

## 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, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day 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 employee's option to an accumulated maximum of one hundred twenty (120) hours. The City shall make payment for overtime worked after the employee has accumulated the above noted one hundred twenty (120) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned one hundred twenty (120) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event a request is denied, the employer may offer alternative dates to be taken.

9.3 Conversion of Paid Leave. Effective July 1, 2012, employees may request payment of up to forty (40) hours per occasion twice per fiscal year for accrued compensatory time or vacation. Employee must provide two weeks' notice.

## ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work, except for court appearances in Brookings, in a work-related matter more than one hour prior to the beginning or one hour after the completion of a scheduled shift shall receive a minimum of ~~two (2)~~ three (3) 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 the 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.~~

For scheduled court appearance in Brookings, employees shall only receive overtime for actual hours worked, in fifteen (15)-minute increments, with a minimum of ~~one~~ two (2) hours.

## ARTICLE 11 - HOLIDAYS

11.1 Holidays. In lieu of recognized holidays, full time employees working a regular schedule shall

receive an additional eight (8) hours of vacation pay per month. Use of vacation is as described in Article 12.

11.2 Part Time. Part-time employees will not be entitled to holiday pay. However, a part-time employee who is required to work on one of the holidays listed above shall be paid double-time for all hours worked on such holiday.

11.3 Holiday Work. In addition, an employee who begins their shift on the date of one of the following holidays will receive premium pay of an additional .5 (half) times their normal rate of pay for that day, or an equivalent amount of compensatory time (i.e., for a 10-hour shift, the employee would receive five hours of pay or 3.33 hours of compensatory time that when multiplied by 1.5 equals five).

1. New Years Day (January 1)
2. Memorial Day (Last Monday in May)
3. Independence Day (July 4)
4. Labor Day (First Monday in September)
5. Thanksgiving Day (Fourth Thursday in November)
6. Christmas Day (December 25)

## ARTICLE 12 - VACATIONS

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

<u>Completed Years of Continuous Service</u>	<u>Vacation Earned</u>
1 - 4	192 hours
5 - 9	216 hours
10 - 14	240 hours
15- 19	264 hours
20 +	296 hours

\*Includes hours earned from Holiday, Article 11.

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 216-hour rate beginning March 1, 2009. Employees in the first twelve months of employment earn eight (8) hours a month of vacation and will be credited an additional ninety-six (96) hours on their first anniversary date. 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 department except that time spent by an employee on approved military leave, vacation or sick 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 Chief and City Manager. An employee will not lose vacation time that exceeds the cap if the failure to take vacation is caused by emergency staffing shortages or if scheduled vacation is subsequently cancelled by the City.

12.6 Scheduling. Requests for vacation shall be submitted on a first come first served basis for approval to the Chief or designee. A senior employee may exercise his seniority by bumping a less senior employee's scheduled vacation with at least ninety (90) days prior notice once per calendar year. It does not constitute a seniority bump when a less senior employee requests the same vacation period as a senior employee who already submitted his request. All employees shall be scheduled for and granted a vacation each year after the completion of probation. Employees seeking vacation longer than fourteen (14) calendar days should give at least ninety (90) days' notice to their supervisor. Employees are encouraged to take blocks of vacation time in efforts to seek rest and relaxation from the work environment.

## 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 three (3) 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 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 300 hours may use sick leave prior to other leaves first as long as the 300 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. Up to seven (7) days of sick 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.

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. The City shall continue to pay employee full salary and benefits for the first 60 days of lost time as a result of an on the job injury or illness. During the initial 60 day period, the employee shall remit to the City any workers' compensation received from the City's Workers' Compensation carrier. Retroactive to July 1, 2017.

13.7 Maternity/Parental Leave. Parental leave shall be provided in accordance with applicable law.

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-ASSOCIATION~~ LEAVE

14.1 Stewards. Up to two (2) employees designated by the ~~Union Association~~ shall be granted time off with pay to participate in labor negotiations and to conduct business as stewards of the ~~Union Association~~ when such cannot reasonably be done outside working hours. Said employees will be expected to respond to emergency calls, however.

#### 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 any 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 Association](#) 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 closest 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 non-sworn employees shall be on probation without seniority for the first twelve (12) months of their employment. Sworn employees shall be on probation without seniority for the first eighteen (18) months of their employment, except that sworn lateral hires, a lateral hire being an employee with prior law enforcement certification, shall be on probation without seniority for twelve (12) months post Oregon DPSST certification, not to exceed eighteen (18) months from date of hire. 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 ~~judgement~~[judgment](#), his work or conduct is below acceptable standards. The ~~judgement~~[judgment](#) of the City shall not be grievable.

## ARTICLE 17 - JOB DESCRIPTIONS

17.1 Job Descriptions. Employees and the [Union Association](#) 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 Association~~. 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 Association](#).



## 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 as per past practice. The City will provide to each police officer, upon request, up to two-hundred (200) rounds total, for both weapons, per year practice ammunition and adequate duty ammunition.

For the first payroll period in January 2015 and 2017, sworn police officers will be paid a one-hundred (\$100.00) dollar allowance for boots or police duty/uniform equipment.

18.2 Protective Vest. The City will provide a bullet resistant vest to Criminal Division employees when hired and replace vests as recommended by the manufacturer or if reliability of the vest has been credibly established. The employee will be required to wear the vest while on duty.

18.3 Investigator Clothing Allowance. Investigators shall receive \$500 per year clothing allowance.

## ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum twenty (20) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

## ARTICLE 20 - MILEAGE AND PER DIEM

20.1 Per Diem. All pre-approved reasonable meal and lodging expenses incurred during assignment on behalf of the City shall be reimbursed at the actual cost. City vehicles will be provided when possible.

20.2 Mileage. The City will reimburse employees at the current allowable IRS rate whenever they are directed and authorized to use their personal vehicle for approved City business. However, City vehicles will be provided when possible.

## ARTICLE 21 - EXTRA DUTY AND RESERVES

21.1 Extra Duty. Employees who volunteer to engage in off-duty Police related activities at the request of the City, shall be subject to the chain of command, protected by the City benefits and compensated through the City. These assignments may be offered by or through the City on a voluntary basis or may be assigned to regular or reserve Officers. When offered to regular Officers, these assignments will be offered on a seniority basis.

21.2 Reserves. The City may assign reserve volunteers to perform Police duties. However, the City will not diminish the duties assigned to regular employees by utilization of reserve officers. The Chief may assign reserves and regular Officers to fill special duty assignments requested by community event sponsors.

## ARTICLE 22 - RETIREMENT

22.1 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 23 - HEALTH INSURANCE

23.1 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."

Effective July 1, 2014, 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.

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.

23.2 Health Savings Account (HSA). For ~~twelvesix~~ months beginning July 1, ~~2017~~2014, 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, 2015, on the first pay date of the month, 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 (on probation January 1, 2015) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.~~

~~For nine months beginning April 1, 2015, 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, 2016, on the first pay date of the month, 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 (on probation January 1, 2016) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.~~

~~For nine months beginning April 1, 2016, 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, 2017, on the first pay date of the month, 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 (on probation January 1, 2017) will receive their contribution in monthly installments of \$333.33 or \$208.33 respectively.~~

~~For three months beginning April 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 July 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 for 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 the previous paragraph beginning the first January following the successful completion of probation period and will no longer receive the smaller amounts.

The Association 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 pay check, the employee will be billed for the difference. Any taxes and penalties related to such coverage are the responsibility of the employee.

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

#### ARTICLE 24 - LIFE INSURANCE

24.1 Life Insurance. The City agrees to provide twenty thousand dollars (\$20,000) of term life insurance covering employees against both occupational and non-occupational related death.

#### ARTICLE 25 - LIABILITY AND INDEMNIFICATION

25.1 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 26 - EDUCATIONAL REIMBURSEMENT

26.1 Educational 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. 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.
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. 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.

#### ARTICLE 27 - DISCIPLINE

27.1 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.

27.2 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 Association](#) 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.

27.3 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 Association](#) present at such meeting. The role of the representative shall be in accord with guidelines set forth by the Employment Relations Board.

## ARTICLE 28 - USE OF ALCOHOL AND DRUGS

28.1 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 Association](#) 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 Association](#) nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

## ARTICLE 29 - PERSONNEL FILES

29.1 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.

29.2 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.

29.3 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".

29.4 Removal of Disciplinary Actions. 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 30 - GRIEVANCE PROCEDURE

30.1 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. Immediate Supervisor. Representatives of the Union Association or the aggrieved employee(s), with or without the presence of the representative of the Union Association, 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 employee's immediate supervisor. The supervisor shall respond in writing within ten (10) calendar days.

Step 2. Police Chief. If the complaint, having been presented to the immediate supervisor in compliance with Step 1, is not satisfactorily resolved at that step, the representative of the Union Association, may file it as a grievance, in writing, with the Police Chief 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 Chief shall render a written decision within ten (10) calendar days after receiving the grievance.

Step 3. City Manager. In the event the matter remains unresolved at Step 2, the Union Association may request in writing, within ten (10) calendar days of receipt of the written answer of the Police Chief in Step 2, a meeting to review the matter with the City Manager. The City Manager shall set said meeting at a mutually agreeable time within seven (7) calendar days of the receipt of the request and shall respond in writing within ten (10) calendar days of said meeting.

Step 4. 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 Association](#) 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 5, 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 5. Arbitration. In the event no agreement is reached in Step 4, either the [Union Association](#) 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 arbitrator and setting a hearing date must occur within 30 days of receiving the list of arbitrators, 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.

30.2 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.

30.3 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 31 - NO STRIKE - NO LOCKOUT

31.1 Strike. During the term of this Agreement the [Union Association](#) 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.

31.2 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.

31.3 Union's Association'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 Association upon notification shall make a reasonable good faith attempt to secure an immediate and orderly return to work.

31.4 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.

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

#### ARTICLE 32 - BULLETIN BOARD

32.1 Bulletin Board. A Bulletin Board and space for same shall be provided by the City. Postings on such Board shall be restricted to official business.

#### ARTICLE 33 - OUTSIDE EMPLOYMENT

33.1 Application. Employees wishing to engage in off-duty employment must obtain approval from the Chief 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.

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

33.3 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 34 - SAVINGS CLAUSE

34.1 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 35 - TERM OF AGREEMENT

35.1 Term. This Agreement shall be effective July 1, ~~2017~~2014 and shall remain in effect through June 30, ~~2019~~2017. It shall remain in full force and effect from year to year thereafter unless either the City or the Union Association shall serve written notice to bargain a successor agreement no later than

January of the expiring year.

Should the City consolidate the 9-1-1 Public Safety Answering Point (PSAP) with Curry County's PSAP during the term of this Agreement, either party may, with 30 days' written notice, re-open this Agreement to bargain the impact on wages, benefits and working conditions to the Communication Officers as a result of said consolidation.

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 Association](#):

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT "A"**  
**SCHEDULE A " WAGES"**

**EFFECTIVE JULY 1, 2017**

	<b>STEP</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Grade</b>							
<u>Investigator</u>	<u>12</u>	<u>4063</u>	<u>4266</u>	<u>4479</u>	<u>4703</u>	<u>4938</u>	<u>5185</u>	<u>5444</u>
<u>Police Officer</u>	<u>10</u>	<u>3686</u>	<u>3870</u>	<u>4063</u>	<u>4266</u>	<u>4479</u>	<u>4703</u>	<u>4938</u>
<u>Communications Officer</u>	<u>6</u>	<u>3034</u>	<u>3186</u>	<u>3345</u>	<u>3512</u>	<u>3688</u>	<u>3872</u>	

**EFFECTIVE JANUARY 1, 2018**

<u>Investigator</u>	<u>12</u>	<u>4124</u>	<u>4330</u>	<u>4546</u>	<u>4773</u>	<u>5012</u>	<u>5263</u>	<u>5526</u>
<u>Police Officer</u>	<u>10</u>	<u>3741</u>	<u>3928</u>	<u>4124</u>	<u>4330</u>	<u>4546</u>	<u>4773</u>	<u>5012</u>
<u>Communications Officer</u>	<u>6</u>	<u>3079</u>	<u>3233</u>	<u>3395</u>	<u>3565</u>	<u>3743</u>	<u>3930</u>	

**EFFECTIVE JUNE 1, 2018**

<u>Investigator</u>	<u>12</u>	<u>4164</u>	<u>4372</u>	<u>4591</u>	<u>4821</u>	<u>5062</u>	<u>5315</u>	<u>5581</u>
<u>Police Officer</u>	<u>10</u>	<u>3777</u>	<u>3966</u>	<u>4164</u>	<u>4372</u>	<u>4591</u>	<u>4821</u>	<u>5062</u>
<u>Communications Officer</u>	<u>6</u>	<u>3110</u>	<u>3266</u>	<u>3429</u>	<u>3600</u>	<u>3780</u>	<u>3969</u>	

**EXHIBIT "A"**  
**SCHEDULE "A" - WAGES**  
Effective July 1, 2014

	<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
	<b>Grade</b>							
<u>Investigator</u>	<u>12</u>	<u>3913</u>	<u>4109</u>	<u>4314</u>	<u>4530</u>	<u>4757</u>	<u>4995</u>	<u>5245</u>
<u>Police Officer</u>	<u>10</u>	<u>3550</u>	<u>3727</u>	<u>3913</u>	<u>4109</u>	<u>4314</u>	<u>4530</u>	<u>4757</u>
<u>Communications Officer</u>	<u>6</u>	<u>2923</u>	<u>3069</u>	<u>3222</u>	<u>3383</u>	<u>3552</u>	<u>3730</u>	<u>NA</u>



# City of Brookings

## CITY COUNCIL MEETING MINUTES

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

**Monday, April 23, 2018**

### **Call to Order**

Council President Hodges called the meeting to order at 7:04 PM.

### **Roll Call**

Council present: Council President Brent Hodges, Councilors Bill Hamilton and Dennis Triglia present; Mayor Pieper absent; a quorum present.

Staff present: City Manager Gary Milliman, Finance & Human Resource Director Janell Howard, City Attorney Martha Rice, Parks and Planning Manager Tony Baron, Administrative Aide Rita Ritz, and City Recorder Teri Davis.

Media Present: Jane Stebbins of Curry Pilot present

Others Present: Nineteen audience members.

### **Modification to Agenda**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to move Items H7 and H8 up in the agenda to be presented prior to H1.**

### **Scheduled Public Appearances**

*Wally's House Presentation*

Jackalene Antunes presented information about the center's child abuse advocacy program.

*Steelhead Regulations*

Leonard Krug spoke in opposition to proposed changes to the Steelhead regulations; requested Council support.

Staff was directed to bring a Letter of Support in opposition to the changes back to Council as an action item.

### **Appointments**

*Reappoint Bryan Tillung to Planning Commission*

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to reappoint Bryan Tillung to Planning Commission.**

### **Resolutions**

*Master Fee Schedule*

City Recorder Davis presented the staff report.

Councilor Triglia asked for clarification regarding the Expedited Plan Review for Special Events cost pursuant to the Special Events policy. Staff will confirm change.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 18-R-1129, updating the Master Fee Schedule and repealing Resolution 17-R-1101.**

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

No one was present requesting to address Council on non-agenda items.

### **Staff Reports**

#### *79<sup>th</sup> Annual Azalea Festival*

City Recorder Davis presented the staff report.

Greg Williams of the Brookings-Harbor Chamber of Commerce addressed Council regarding events plans and funding needs.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to allocate \$2,000 to the 79<sup>th</sup> Annual Azalea Festival event.**

#### *Chamber of Commerce Map Distribution*

City Recorder Davis presented the staff report.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to allocate \$1,206.30 to distribute the Chamber of Commerce Map to visitors' centers.**

#### *Azalea Park Ball Field Parking Lot Contract*

Parks and Planning Manager Baron presented the staff report.

**Councilor Hamilton moved, Councilor Hodges seconded and Council voted unanimously to accept the bid of \$175,904 and award the contract to Tidewater Contractors Inc. for the Azalea Park Ball Field Parking Lot project.**

#### *Riparian Ordinance*

Parks and Planning Manager Baron presented the staff report.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to execute a task order with Lane Council of Governments to develop a Riparian Ordinance using the "safe harbor" approach.**

#### *Salmon Run Golf Course Tax*

City Manager Milliman presented the staff report.

**Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to direct staff not to pay the outstanding tax bill and to await the results of the appeal.**

*Curry Coast Community Radio Evaluation*

City Recorder Davis presented the staff report.

Guimar Hiebert representing Curry Coast Community Radio addressed Council, thanking it for the grant monies and informing of ongoing tourism promotional efforts.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to accept the Curry Coast Community Radio Evaluation report.**

*Regional Infrastructure Grant*

City Recorder Davis presented the staff report.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to authorize the Mayor to submit a Letter of Support for the Regional Infrastructure Fund grant application for the City of Brookings Water Line Bypass Project, and committing to the five percent match.**

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to authorize submittal of a Regional Infrastructure Fund grant application for funding up to \$130,500 for the City of Brookings Water Line Emergency Bypass Project.**

*Travel & Adventure Tradeshow Evaluation*

City Recorder Davis presented the staff report.

**Councilor Triglia moved, Councilor Hodges seconded and Council voted unanimously to accept the Travel & Adventure Tradeshow Event Evaluation report.**

**Consent Calendar**

1. Approve Council minutes for April 9, 2018
2. Accept TPAC minutes for March 8, 2018
3. Receive Safety Committee Report for 2017
4. Receive monthly financial report for March 2018

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

**Remarks from Mayor and Councilors**

Councilor Triglia thanked Teresa Lawson for her work on putting on the Earth Day celebration over the weekend.

**Adjournment**

Councilor Hodges moved, Councilor Triglia seconded, and the meeting adjourned at 8:37 p.m.

Respectfully submitted:

ATTESTED:

this \_\_\_\_\_ day of \_\_\_\_\_ 2018:

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Jake Pieper, Mayor

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Teri Davis, City Recorder

## **BROOKINGS PLANNING COMMISSION MINUTES**

**February 6, 2018**

The regular meeting of the Brookings Planning Commission was called to order by Commissioner Cheryl McMahan, Acting Chair at 7:07 PM in the Council Chambers at the Brookings City Hall.

Commissioners Present: Loren Rings, Cheryl McMahan, Skip Hunter, Tim Hartzell

Staff Present: Parks & Planning Manager – Tony Baron; Administrator - Lauri Ziemer

Others Present: 3 audience members

### **PUBLIC HEARINGS**

Public hearing procedures were addressed by Acting Chair Cheryl McMahan.

- Acting Chair Cheryl McMahan opened the quasi-judicial hearing regarding File No. CUP-5-17

File Description: In the matter of the File No. CUP-5-17, a request for approval of a Conditional Use Permit to operate a Short Term Rental facility at 1328 Crissey Circle, a 0.18 acre parcel located on Assessor's Map No. 41-13-06-BC; Tax Lot 1100. The applicant/owner is Richard Holtzman. The criteria used to decide this matter are found in Section 17.124.170 – Short-term rentals, Chapter 17.136 - Conditional Uses, and Section 17.20.040(Q) Single-Family Residential (R-1-6) Conditional uses of the Brookings Municipal Code (BMC). This is a Quasi-judicial hearing and the Planning Commission will make a decision on the matter.

Commissioner Hunter declared he lives within the 250' area of the submit property. There was no ex parte contact or conflict of interest declared. There was no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:10 P.M. Parks and Planning Manager Tony Baron reviewed the staff report.

Applicant did not attend. There was no one in opposition and no interested parties. No participant requested additional time to submit materials. The public hearing was closed at 7:18 P.M.

The Commission deliberated on the matter. By a 4-0 vote (Motion: Rings, 2<sup>nd</sup> Hartzell) the Planning Commission approved File No. CUP-5-17 as presented.

Commissioner Rings noted a typing error on the Final Order Conditions #8 to be corrected to two (2) parking spaces. Commissioner Rings motioned to approve the Final Order with the corrections as noted; motions seconded by Commissioner Hartzell. The Final Order was approved by unanimous vote.

### **APPROVAL of MINUTES**

By a 4-0 vote (motion: Rings, 2<sup>nd</sup> Hunter) the Planning Commission approved the minutes of the October 3, 2017 Planning Commission meeting.

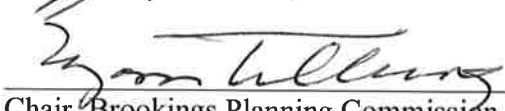
### **STAFF REPORT**

Staff reported of Planning Department staff and procedure changes and advised of the partnership with Lane Council of Governments (LCOG) and their upcoming involvement in Planning Department applications.

### **ADJOURNMENT**

Meeting adjourned at 7:25 P.M.

Respectfully submitted,



Chair, Brookings Planning Commission  
Approved at the May 1, 2018 meeting

## Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/18	04/05/2018	81119	5767	Axon Enterprise Inc	10-00-2005	4,992.00
04/18	04/05/2018	81120	4788	BOLI	52-00-2005	250.00
04/18	04/05/2018	81121	4788	BOLI	54-00-2005	250.00
04/18	04/05/2018	81122	5048	Brookings Harbor Medical Center	10-00-2005	355.00
04/18	04/05/2018	81123	313	Brookings Vol Firefighters	10-00-2005	2,250.00
04/18	04/05/2018	81124	715	Budge McHugh Supply	50-00-2005	5,859.73
04/18	04/05/2018	81125	5567	CAL/OR Insurance Specialists Inc	30-00-2005	683.33
04/18	04/05/2018	81126	193	Central Equipment Co, Inc	50-00-2005	4,000.00
04/18	04/05/2018	81127	5822	Chaves Consulting Inc	49-00-2005	370.20
04/18	04/05/2018	81128	3834	Clean Sweep Janitorial Service	20-00-2005	2,057.00
04/18	04/05/2018	81129	822	Coast Auto Center	10-00-2005	305.95
04/18	04/05/2018	81130	4882	Coastal Heating & Air	10-00-2005	95.00
04/18	04/05/2018	81131	5827	Coastal Investments LLC	10-00-2005	1,130.00
04/18	04/05/2018	81132	1745	Coastal Paper & Supply, Inc	10-00-2005	672.28
04/18	04/05/2018	81133	183	Colvin Oil Company	10-00-2005	2,615.79
04/18	04/05/2018	81134	173	Curry Equipment	15-00-2005	188.68
04/18	04/05/2018	81135	166	Dan's Auto & Marine Electric	10-00-2005	130.64
04/18	04/05/2018	81136	259	Da-Tone Rock Products	50-00-2005	643.15
04/18	04/05/2018	81137	284	Day Management Corp	10-00-2005	3,073.99
04/18	04/05/2018	81138	317	DCBS - Fiscal Services	10-00-2005	131.82
04/18	04/05/2018	81139	1	D.A. Davidson Trust Company	20-00-2005	220.05
04/18	04/05/2018	81140	153	Ferrellgas	25-00-2005	1,492.26
04/18	04/05/2018	81141	5432	First Community Credit Union	25-00-2005	812.99
04/18	04/05/2018	81142	4646	Frontier	10-00-2005	216.44
04/18	04/05/2018	81143	5065	Gold Beach Lumber	10-00-2005	391.44
04/18	04/05/2018	81144	199	Richard Harper	10-00-2005	400.00
04/18	04/05/2018	81145	4357	Hemlock Street Properties LLC	10-00-2005	475.00
04/18	04/05/2018	81146	162	Kerr Hardware	15-00-2005	1,180.44
04/18	04/05/2018	81147	5650	La Quinta Inn & Suites Salem	10-00-2005	103.50
04/18	04/05/2018	81148	5650	La Quinta Inn & Suites Salem	10-00-2005	103.50
04/18	04/05/2018	81149	4269	Milliman, Gary	10-00-2005	67.50
04/18	04/05/2018	81150	4901	Mountain View Paving, Inc	20-00-2005	2,252.80
04/18	04/05/2018	81151	1844	My-Comm, Inc	10-00-2005	482.50
04/18	04/05/2018	81152	4487	Net Assets Corporation	10-00-2005	250.00
04/18	04/05/2018	81153	3561	Oil Can Henry's	10-00-2005	46.48
04/18	04/05/2018	81154	279	One Call Concepts, Inc	20-00-2005	99.00
04/18	04/05/2018	81155	5008	Online Information Services	10-00-2005	128.62
04/18	04/05/2018	81156	4794	Pacific Rim Copy Center	15-00-2005	185.50
04/18	04/05/2018	81157	4	Janice Gober	10-00-2005	214.00
04/18	04/05/2018	81158	4	Chris Walker	10-00-2005	214.00
04/18	04/05/2018	81159	322	Postmaster	25-00-2005	850.00
04/18	04/05/2018	81160	322	Postmaster	15-00-2005	1,219.00
04/18	04/05/2018	81161	1893	Public Safety Center	10-00-2005	380.20
04/18	04/05/2018	81162	207	Quill Corporation	10-00-2005	249.99
04/18	04/05/2018	81163	3309	Roberts & Associates	54-00-2005	940.00
04/18	04/05/2018	81164	1840	Rogue Credit Union	50-00-2005	2,497.61
04/18	04/05/2018	81165	5856	Julian Savedra	10-00-2005	66.00
04/18	04/05/2018	81166	380	Stadelman Electric Inc	25-00-2005	192.00
04/18	04/05/2018	81167	142	Tidewater Contractors Inc	51-00-2005	249,107.20
04/18	04/05/2018	81168	5280	Dennis Tippetts	10-00-2005	66.00
04/18	04/05/2018	81169	2863	Verizon Wireless	10-00-2005	497.63
04/18	04/05/2018	81170	861	Village Express Mail Center	10-00-2005	31.83
04/18	04/05/2018	81171	169	Waste Connections Inc	10-00-2005	723.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/18	04/05/2018	81172	5786	Wild Rivers Mushroom Club	32-00-2005	2,000.00
04/18	04/05/2018	81173	5011	Xylem Water Solutions USA, INC	25-00-2005	2,422.20
04/18	04/12/2018	81174	1233	Bart Kast Builder	50-00-2005	492.68
04/18	04/12/2018	81175	4939	BI- Mart Corporation	25-00-2005	213.76
04/18	04/12/2018	81176	4363	Black & Rice LLP	10-00-2005	2,544.17
04/18	04/12/2018	81177	2407	Blue Star Gas	10-00-2005	122.89
04/18	04/12/2018	81178	5070	Canon Solutions America	10-00-2005	12.64
04/18	04/12/2018	81179	3015	Charter Communications	10-00-2005	719.96
04/18	04/12/2018	81180	5118	Cruise Master Prisms INC	10-00-2005	421.50
04/18	04/12/2018	81181	185	Del Cur Supply	50-00-2005	367.80
04/18	04/12/2018	81182	1	Bryan Winchester	20-00-2005	73.77
04/18	04/12/2018	81183	371	DEQ Business Office	25-00-2005	240.00
04/18	04/12/2018	81184	5857	Eurofins Eaton Analytical, LLC	52-00-2005	3,076.00
04/18	04/12/2018	81185	3342	Fastenal	20-00-2005	235.07
04/18	04/12/2018	81186	4646	Frontier	30-00-2005	114.49
04/18	04/12/2018	81187	1346	Gail's Graphics	61-00-2005	411.00
04/18	04/12/2018	81188	5452	Pamela Ganey	10-00-2005	174.42
04/18	04/12/2018	81189	139	Harbor Logging Supply	25-00-2005	310.10
04/18	04/12/2018	81190	4357	Hemlock Street Properties LLC	10-00-2005	120.00
04/18	04/12/2018	81191	4171	In-Motion Graphics	10-00-2005	34.50
04/18	04/12/2018	81192	4980	iSecure	10-00-2005	33.00
04/18	04/12/2018	81193	5678	Maia Mello	10-00-2005	200.00
04/18	04/12/2018	81194	1844	My-Comm, Inc	10-00-2005	145.00
04/18	04/12/2018	81195	3159	NorthCoast Health Screening	25-00-2005	77.00
04/18	04/12/2018	81196	798	Dan Palicki	61-00-2005	1,636.75
04/18	04/12/2018	81197	252	Paramount Pest Control	10-00-2005	50.00
04/18	04/12/2018	81198	866	Pitney Bowes Global Financial , LLC	10-00-2005	249.00
04/18	04/12/2018	81199	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
04/18	04/12/2018	81200	1920	Pitney Bowes, Inc.	10-00-2005	80.74
04/18	04/12/2018	81201	5768	Proficient Auto Center Inc	20-00-2005	763.35
04/18	04/12/2018	81202	187	Quality Fast Lube & Oil	10-00-2005	42.00
04/18	04/12/2018	81203	5606	Quality Fence Company	50-00-2005	8,605.00
04/18	04/12/2018	81204	5513	South Coast Development Council Inc	10-00-2005	3,333.34
04/18	04/12/2018	81205	5730	Spectrum Reach	32-00-2005	1,000.00
04/18	04/12/2018	81206	5457	Speer Hoyt LLC	10-00-2005	858.00
04/18	04/12/2018	81207	5448	Stover Engineering	50-00-2005	942.20
04/18	04/12/2018	81208	142	Tidewater Contractors Inc	51-00-2005	19,600.00
04/18	04/12/2018	81209	2122	Cardmember Service	10-00-2005	4,633.81
04/18	04/12/2018	81210	169	Waste Connections Inc	10-00-2005	733.29
04/18	04/12/2018	81211	151	Western Communications, Inc.	32-00-2005	1,142.50
04/18	04/12/2018	81212	301	Woudstra Concrete Finishing	50-00-2005	1,920.00
04/18	04/12/2018	81213	4694	Travis Wright	10-00-2005	200.00
04/18	04/19/2018	81214	5833	Angel's Carpet Cleaning Service	20-00-2005	247.50
04/18	04/19/2018	81215	4734	Aramark	25-00-2005	874.63
04/18	04/19/2018	81216	4734	Aramark Uniform Services	10-00-2005	150.00
04/18	04/19/2018	81217	5070	Canon Solutions America	10-00-2005	751.76
04/18	04/19/2018	81218	822	Coast Auto Center	10-00-2005	642.18
04/18	04/19/2018	81219	183	Colvin Oil Company	10-00-2005	2,787.32
04/18	04/19/2018	81220	1	Deloris Chewing	20-00-2005	200.97
04/18	04/19/2018	81221	1	Kurt Fleming	20-00-2005	144.56
04/18	04/19/2018	81222	1	Paul & Moira Fossum	20-00-2005	19.34
04/18	04/19/2018	81223	1	Randall Frisk	20-00-2005	190.66
04/18	04/19/2018	81224	1	Sheila Mitani	20-00-2005	20.98
04/18	04/19/2018	81225	2640	Dyer Partnership Inc., The	51-00-2005	26,222.70
04/18	04/19/2018	81226	5857	Eurofins Eaton Analytical, LLC	52-00-2005	2,616.00
04/18	04/19/2018	81227	2186	Ferguson Enterprises Inc #3011	20-00-2005	7,487.74

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
04/18	04/19/2018	81228	4646	Frontier	10-00-2005	189.72
04/18	04/19/2018	81229	282	Gov't Finance Officers Assn	10-00-2005	160.00
04/18	04/19/2018	81230	4128	GSI Water Solutions Inc	52-00-2005	10,030.48
04/18	04/19/2018	81231	393	ICMA	10-00-2005	890.78
04/18	04/19/2018	81232	329	New Hope Plumbing	50-00-2005	1,765.00
04/18	04/19/2018	81233	3561	Oil Can Henry's	10-00-2005	88.47
04/18	04/19/2018	81234	5768	Proficient Auto Center Inc	25-00-2005	63.50
04/18	04/19/2018	81235	3	Optimum Property Management	20-00-2005	97.67
04/18	04/19/2018	81236	3	Optimum Property Management	20-00-2005	60.72
04/18	04/19/2018	81237	142	Tidewater Contractors Inc	55-00-2005	2,584.00
04/18	04/19/2018	81238	4135	Jim Watson	10-00-2005	66.00
04/18	04/26/2018	81239	4802	ASCAP	10-00-2005	352.51
04/18	04/26/2018	81240	4859	Brookings Harbor Garden Club	10-00-2005	1,500.00
04/18	04/26/2018	81241	5858	CH2M Hill OMI	25-00-2005	69,421.05
04/18	04/26/2018	81242	1740	Code Publishing Company Inc	10-00-2005	350.00
04/18	04/26/2018	81243	5825	David Evans and Associates Inc	58-00-2005	4,721.83
04/18	04/26/2018	81244	1	Richard LaCasse	20-00-2005	222.93
04/18	04/26/2018	81245	1	Amy Mackenzie	20-00-2005	300.00
04/18	04/26/2018	81246	1	Erin Porter	20-00-2005	51.90
04/18	04/26/2018	81247	371	DEQ Business Office	25-00-2005	160.00
04/18	04/26/2018	81248	5718	Don Kirk Construction Inc	50-00-2005	175.00
04/18	04/26/2018	81249	5125	Jordan Fanning LLC	25-00-2005	2,500.00
04/18	04/26/2018	81250	298	Freeman Rock, Inc	50-00-2005	3,477.60
04/18	04/26/2018	81251	4646	Frontier	25-00-2005	887.55
04/18	04/26/2018	81252	4989	Gaylord Klinefelter Contracting Inc	15-00-2005	6,667.50
04/18	04/26/2018	81253	4857	Huntco Supply, LLC	50-00-2005	2,230.00
04/18	04/26/2018	81254	4171	In-Motion Graphics	15-00-2005	300.00
04/18	04/26/2018	81255	2216	John D Rapraeger Inc	54-00-2005	80,035.00
04/18	04/26/2018	81256	202	League of Oregon Cities	10-00-2005	25.00
04/18	04/26/2018	81257	5846	Mallory Safety & Supply LLC	20-00-2005	276.32
04/18	04/26/2018	81258	4981	McLennan Excavation, Inc	52-00-2005	68,210.00
04/18	04/26/2018	81259	5269	Norlab, Inc	15-00-2005	236.00
04/18	04/26/2018	81260	699	Oregon Department of Transportation	55-00-2005	1,326.22
04/18	04/26/2018	81261	798	Dan Palicki	61-00-2005	13.99
04/18	04/26/2018	81262	4	Teresa Lawson	10-00-2005	21.50
04/18	04/26/2018	81263	5768	Proficient Auto Center Inc	25-00-2005	1,766.60
04/18	04/26/2018	81264	207	Quill Corporation	10-00-2005	113.37
04/18	04/26/2018	81265	5691	Ritz Safety LLC	15-00-2005	186.29
04/18	04/26/2018	81266	5298	Sea Clear Window Cleaning	10-00-2005	950.00
Grand Totals:						<u>661,894.39</u>



## Committee Vacancies

Date: May 14, 2018

**Re: Vacant Volunteer Positions**

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Following is a list of all Commission/Committee positions and terms currently vacant:

Position	Held By	Month/ Day	Year Expires	Term/ Years
Budget #1	VACANT	2/1	2021	3
Budget #2	VACANT	2/1	2019	3