# **City of Brookings**

# **MEETING AGENDA - AMENDED**

### **CITY COUNCIL**

Monday, July 22, 2019, 7:00pm

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

The City Council will meet in Executive Session at 6:00 PM, in the City's Manager's office, under the authority of ORS 192.660(2)(i) "To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing."

#### CITY COUNCIL

- A. Call to Order
- **B. Pledge of Allegiance**
- C. Roll Call

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

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

#### E. Consent Calendar

- 1. Approve Council minutes for July 8, 2019 [Pg. 3]
- 2. Approve TPAC Committee minutes for June 20, 2019 [Pg. 6]
- 3. Receive monthly financial report for June 2019 [Pg. 8]

### F. Staff Reports

- 1. TOT Fund Allocation for the Brookings 2<sup>nd</sup> Annual Monarch Festival [City Manager, Pg. 14]
  - a. Event Funding Application [Pg. 15]
- 2. Water Treatment Variable Frequency Drives [PWDS, Pg. 19]
  - a. Stadelman Electric Proposal [Pg. 20]
- 3. Chetco Avenue Crosswalk Enhancements [PWDS, Pg. 23]
- 4. Approve Collective Bargaining Agreements and Management Compensation Plan [F&HR, Pg. 24]
  - a. Summary of changes to the Brookings Police Association Collective Bargaining Agreement [Pg. 27]
  - b. Summary of changes to the Teamsters Local Union 223 Collective Bargaining Agreement [Pg. 37]
  - c. Summary of changes to the Management Compensation Plan [Pg. 40]

## G. Remarks from Mayor and Councilors

### H. Adjournment

\*Obtain Public Comment Forms and view the agenda and packet information on-line at <a href="https://www.brookings.or.us">www.brookings.or.us</a>, 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.

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

# City of Brookings CITY COUNCIL MEETING MINUTES

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

Monday, July 8, 2019

#### **Call to Order**

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

#### Roll Call

Council Present: Mayor Jake Pieper, Councilors Bill Hamilton, Brent Hodges and Ron

Hedenskog; a quorum present

Council Absent: Councilor John McKinney

Staff present: City Manager Janell Howard, City Attorney Martha Rice, Public Works and Development Services Director Tony Baron, Public Works and Development Services

Deputy Director Jay Trost and Planning Tech Lauri Ziemer

Others Present: Approximately ten audience members

#### **Announcements** - None

#### **Scheduled Public Appearances**

Jay Trost, Brookings-Harbor School District 17c Vice Chairperson provided an update on School District goals and recent grants and scholarships the district has received.

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

Lori Gallo Stoddard, Thompson Road, Brookings, advised Council that she believes Council should consider a new policy on public comments by putting rules and policies in place that limit individuals to comment only on City business/agenda items at City Council meetings to protect City and individuals from slander.

#### **Consent Calendar**

- 1. Approve Council minutes for June 24, 2019
- 2. Approve Council minutes for June 26, 2019
- 3. Accept TPAC minutes for May 9, 2019

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

#### **Staff Reports/Public Hearings/Ordinances**

Park Use Waive Request - First Baptist Church

Public Works and Development Services Deputy Director Trost presented the staff report.

Councilor Hedenskog moved, Councilor Hamilton seconded and council voted unanimously to move to waive park use fees totaling \$88.50 for the First Baptist Church Master's Voice Concert.

Memorandum of Understanding (MOU) with Azalea Park Foundation

Public Works and Development Services Deputy Director Trost presented the staff report. Because of recent developments he suggested sections of the proposed MOU be changed

and the MOU be sent back to the Parks and Recreation Commission for review before City Council consider authorizing.

Teresa Lawson, 820 Brookhaven, Brookings, President of Azalea Park Foundation submitted a letter to the City Council for consideration of changes in the MOU. She did not object to the MOU being sent back to the Parks and Recreation Commission for review.

Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to remand the Azalea Park Foundation Memorandum of Understanding back to the Parks and Recreation Commission for revisions.

Memorandum of Understanding with Brookings Harbor Garden Club Public Works and Development Services Deputy Director Trost presented the staff report.

Councilor Hedenskog commented on the great job that the BH Garden Club does and complimented their members.

Councilor Hodges moved, Councilor Hedenskog seconded and Council voted unanimously to authorize City Manager to sign the Memorandum of Understanding with the Brookings Harbor Garden Club with respect to City property landscape maintenance.

*Live Culture Coast TPAC Grant*City Manager Howard presented the staff report.

Councilor Hedenskog moved, Councilor Hodges seconded and Council voted unanimously to approve as recommended by the TPAC to allocate \$3,000 to Oregon Coast Visitors Association for the Live Culture Coast event.

Award of Contract for Reservoir Seismic Improvement Project

Public Works and Development Services Director Baron presented the staff report. He clarified this project is for the water tank reservoirs and not Ferry Creek Reservoir and will provide safety to the City's water system in the event of a major seismic event.

Councilor Hodges moved, Councilor Hedenskog seconded and Council voted unanimously to accept the bid of \$687,350 and to award the contract to McLennan Excavation Inc. for the Reservoir Seismic Improvement Project.

2019 Street Improvement Projects

Public Works and Development Services Director Baron presented the staff report.

Councilors questioned the meaning of <sup>3</sup>/<sub>4</sub> road improvements and Director Baron explained that the remaining <sup>1</sup>/<sub>4</sub> improvements would be required when the property is developed.

Councilor Hedenskog moved, Councilor Hodges seconded and council voted unanimously to accept the bid of \$361,180 and to award the contract to Tidewater Contracting Inc. for the 2019 Street Improvement project.

#### Chetco Avenue Crosswalk Enhancements

Public Works and Development Services Director Baron presented the staff report. He advised that adding lights would not require an ODOT study as it is an existing crosswalk and that the pedestrian Hybrid Beacons could be considered.

As Councilor McKinney was interested in this matter, Council thought to reschedule this item to a later date for discussion.

Councilor Hodges moved, Councilor Hedenskog seconded and council voted unanimously to revisit this matter at a later date when Councilor McKinney could be in attendance.

#### **Remarks from Mayor and Councilors**

Councilor Hamilton and Hodges both commented that the 4<sup>th</sup> of July fireworks were able to be seen this year and impressive.

#### **Adjournment**

Councilor Hedenskog moved, Councilor Hodges seconded and with all Councilors in favor Mayor Pieper adjourned the meeting at 7:45 p.m.

| Respectfully submitted: | ATTESTED:<br>this 22nd day of July 2019: |
|-------------------------|--|
| Jake Pieper, Mayor      | Janell K. Howard, City Recorder          |

# TOURISM PROMOTION ADVISORY COMMITTEE (TPAC) MINUTES Thursday – June 20, 2019

#### **CALL TO ORDER**

Meeting called to order at 4:06 PM

#### 1. ROLL CALL

Present: Committee members Barbara Ciaramella, Matt Honeycutt, Tim Kennedy, Bob Pieper, Skip

Watwood, Sonya Billington Absent: Dane Tippman

Also present: Staff Committee Liaison Lauri Ziemer, City Manager Janell Howard

#### 2. APPROVAL OF MINUTES -

Motion made by Tim Kennedy to approve the minutes of May 9, 2019; motion seconded by Matt Honeycutt. Committee voted and the motion carried unanimously.

#### 3. Public Comment

Mike Fredericks Carr, business owner of Chetco Brewery attended the recent TPAC workshop and stated he was in support of the quarterly marketing meetings, but not of changing monthly TPAC meetings to quarterly. Thought prescreening event proposals and additional criteria might be too restricting for some events.

Committee reviewed the proposed Event Funding Evaluation form criteria and agreed obtaining the information when submitting an Event Proposal form would assist in evaluating proposals and also help event proposers know what they are looking for. Form to be reformatted with the Event Proposal form.

#### 4. ACTION ITEMS

#### a. TPAC Workshop Items

- i. Presentation and Public Speaking Time Limits Motion made by Barbara Ciaramella to recommend limiting public speaking time to five minutes and presentation speaking time to ten minutes; motion seconded by Sonya Billington. Committee voted and the motion carried unanimously.
- ii. Schedule Quarterly Marketing/Media Requests Motion made by Sonya Billington to recommend scheduling marketing and media proposals quarterly starting at the regularly scheduled August TPAC meeting and continuing quarterly as needed and budget allows; motion seconded by Bob Pieper. Committee voted and the motion carried unanimously.
- **ii. 2019-20 TPAC Budget Allocations/Percentages** Janell Howard advised that \$33,970 has been allocated to TPAC for the TPAC 2019-20 budget. She also advised that from that the City Council allocated \$7,000 in set amounts of \$2,000 each to Natures Coastal Holiday, Azalea Festival, Wild Rogue Relay and \$1,000 to the Fireworks. These annual events will not have to submit TPAC event proposals and will be able to apply directly to City Council for issuance of funds. To request additional funds over the allocated amount, they will have to go thru TPAC event proposal process. Committee discussed the percentage portions of the remaining \$26,970 they would like to divide between Advertising/Marketing, Events and Capital. They decided to eliminate Capital and go with a split of 40% to Advertising and Marketing and 60% to Events. **Motion made by Matt Honeycutt to Adopt 2019-20 TPAC budget**

- allocations/percentages as discussed with 40% towards Advertising/ Marketing and 60% towards Events; motion seconded by Skip Watwood. Committee voted and the motion carried unanimously.
- b. Live Culture Coast (LCC) Event Proposal Kathleen Dickson presented revised LCC budget and updated committee on the event. Motion made by Bob Pieper to grant \$500 to the LCC event; motion seconded by Barbara Ciaramella. Committee further discussed the event logistics and the amount of people who could potentially visit the area. Committee voted with Bob Pieper and Barbara Ciaramella in favor and the remaining members against. The motion failed. Further discussion included the local businesses that have agreed to participate as "Experiences" for the event and their support. Motion made by Tim Kennedy to fund the event in the amount of \$3,000; motion seconded by Matt Honeycutt. Committee voted with Bob Pieper and Barbara Ciaramella against and the remaining members in favor, the motion carries. Matter forwarded to City Council.

#### 5. INFORMATIONAL ITEMS

- **a. Elmo Williams Day Event Evaluation** Committee reviewed evaluation and the number of people who attended. Suggested that next year the event seek additional sponsors to assist in their costs.
- 6. Committee Comments on Non-Agenda Items None

ly // , 2019 meeting)

- 7. SCHEDULE NEXT MEETING Next meeting scheduled for July 11, 2019.
- **8. ADJOURNMENT** with no further business the meeting adjourned at 5:55 pm.

Respectfully submitted,

Skip Watwood, Chair

(approved at

#### GENERAL FUND

|               |                                      | BUDGET                     | PERIOD ACTUAL           | YTD ACTUAL                 | REMAINING<br>BUDGET        | PCNT     |
|---------------|--------------------------------------|----------------------------|-------------------------|----------------------------|----------------------------|----------|
|               | REVENUE                              | _                          |                         |                            |                            |          |
|               | TAXES<br>LICENSES AND PERMITS        | 3,104,993.00<br>117,000.00 | 116,121.84<br>21,909.67 | 3,161,004.75<br>145,261.60 | ( 56,011.75<br>( 28,261.60 | )) 124.2 |
|               | INTERGOVERNMENTAL                    | 258,000.00                 | 20,503.49               | 180,861.08                 | 77,138.9                   |          |
|               | CHARGES FOR SERVICES                 | 172,000.00                 | 41,066.19               | 420,364.61                 | ( 248,364.61               | •        |
|               | OTHER REVENUE<br>TRANSFERS IN        | 223,383.00<br>705,572.00   | 25,854.05<br>.00        | 221,076.01                 | 2,306.9<br>705,572.0       |          |
|               | TRANSFERS IN                         | 705,572.00                 | .00                     | .00                        | 705,572.00                 | 0. (     |
|               |                                      | 4,580,948.00               | 225,455.24              | 4,128,568.05               | 452,379.9                  | 90.1     |
|               | EXPENDITURES                         |                            |                         |                            |                            |          |
| II IDIOIAL :  |                                      |                            |                         |                            |                            |          |
| JUDICIAL:     | PERSONAL SERVICES                    | 27,896.00                  | 2,124.17                | 26,100.09                  | 1,795.9                    | 1 93.6   |
|               | MATERIAL AND SERVICES                | 10,850.00                  | 500.57                  | 8,382.49                   | 2,467.5                    | 1 77.3   |
|               | CAPITAL OUTLAY                       | .00                        | .00                     | .00.                       | .0                         | 0. 0     |
|               |                                      | 38,746.00                  | 2,624.74                | 34,482.58                  | 4,263.4                    | 2 89.0   |
| FINANCE AND A | DMINISTRATION:                       |                            |                         |                            |                            |          |
|               | PERSONAL SERVICES                    | 253,613.00                 | 9,223.48                | 180,112.81                 | 73,500.1                   |          |
|               | MATERIAL AND SERVICES                | 114,500.00                 | 3,495.86                | 73,288.59                  | 41,211.4                   |          |
|               | CAPITAL OUTLAY                       | .00                        | .00                     | .00                        | .0                         | 0 .0     |
|               |                                      | 368,113.00                 | 12,719.34               | 253,401.40                 | 114,711.60                 | 68.8     |
| POLICE:       | DEDCOMM CEDVICES                     | 0.040.500.00               | 400 044 44              | 0.040.740.00               | 000 040 0                  |          |
|               | PERSONAL SERVICES                    | 2,219,583.00               | 163,044.14              | 2,016,742.20               | 202,840.8                  |          |
|               | MATERIAL AND SERVICES CAPITAL OUTLAY | 187,800.00<br>240,000.00   | 27,194.95<br>( 234.00)  | 185,879.19<br>234,468.36   | 1,920.8<br>5,531.6         |          |
|               | DEBT SERVICE                         | 63,807.00                  | 4,452.31                | 54,391.60                  | 9,415.4                    |          |
|               | TRANSFERS OUT                        | .00                        | .00                     | .00                        | .0                         |          |
|               |                                      | 2,711,190.00               | 194,457.40              | 2,491,481.35               | 219,708.6                  | 5 91.9   |
| FIRE:         |                                      |                            |                         |                            |                            |          |
|               | PERSONAL SERVICES                    | 191,291.00                 | 17,672.27               | 224,518.88                 | ( 33,227.88                | 3) 117.4 |
|               | MATERIAL AND SERVICES                | 97,000.00                  | 6,714.73                | 74,128.77                  | 22,871.2                   | -        |
|               | CAPITAL OUTLAY                       | .00                        | .00                     | .00                        | .0                         | 00       |
|               | DEBT SERVICE                         | 30,579.00                  | .00                     | 30,579.01                  | ( .0.                      | ) 100.0  |
|               | TRANSFERS OUT                        | .00                        |                         | .00                        | .0                         | 0 .0     |
|               |                                      | 318,870.00                 | 24,387.00               | 329,226.66                 | ( 10,356.66                | 5) 103.3 |

#### GENERAL FUND

|                              | BUDGET          | PERIOD ACTUAL | YTD ACTUAL   | REMAINING<br>BUDGET | PCNT  |
|------------------------------|-----------------|---------------|--------------|---------------------|-------|
|                              |                 |               |              |                     |       |
| PLANNING AND BUILDING:       |                 |               |              |                     |       |
| PERSONAL SERVICES            | 180,315.00      | 14,385.22     | 168,004.41   | 12,310.59           | 93.2  |
| MATERIAL AND SERVICES        | 90,800.00       | 1,303.38      | 27,395.75    | 63,404.25           | 30.2  |
| CAPITAL OUTLAY               | .00             | .00           | .00          | .00                 | .0    |
| TRANSFERS OUT                | .00             | .00           | .00          | .00                 |       |
|                              | 271,115.00      | 15,688.60     | 195,400.16   | 75,714.84           | 72.1  |
| PARKS & RECREATION:          |                 |               |              |                     |       |
| PERSONAL SERVICES            | 282,199.00      | 24,136.90     | 235,331.45   | 46,867.55           | 83.4  |
| MATERIAL AND SERVICES        | 103,500.00      | 12,015.88     | 94,043.93    | 9,456.07            | 90.9  |
| CAPITAL OUTLAY               | .00             | .00           | 95.98        | ( 95.98)            | .0    |
| DEBT SERVICE                 | 48,383.00       | 4,031.88      | 48,382.56    | .44                 | 100.0 |
| TRANSFERS OUT                | .00             | .00           | .00          | .00                 | .0    |
|                              | 434,082.00      | 40,184.66     | 377,853.92   | 56,228.08           | 87.1  |
| FINANCE AND HUMAN RESOURCES: |                 |               |              |                     |       |
| PERSONAL SERVICES            | 226,445.00      | 16,998.05     | 205,094.05   | 21,350.95           | 90.6  |
| MATERIAL AND SERVICES        | 33,700.00       | 3,347.11      | 26,833.86    | 6,866.14            | 79.6  |
| CAPITAL OUTLAY               | .00             | .00           | .00          | .00                 | .0    |
|                              | 260,145.00      | 20,345.16     | 231,927.91   | 28,217.09           | 89.2  |
|                              | 200,145.00      | 20,343.10     | 231,927.91   | 20,217.09           | 09.2  |
| SWIMMING POOL:               |                 |               |              |                     |       |
| PERSONAL SERVICES            | 62,187.00       | 12,097.77     | 68,126.90    | ( 5,939.90)         | 109.6 |
| MATERIAL AND SERVICES        | 39,000.00       | 7,713.48      | 33,661.49    | 5,338.51            | 86.3  |
| CAPITAL OUTLAY               | 2,500.00        | 2,164.54      | 2,164.54     | 335.46              | 86.6  |
|                              | 103,687.00      | 21,975.79     | 103,952.93   | ( 265.93)           | 100.3 |
| NON-DEPARTMENTAL:            |                 |               |              |                     |       |
| MATERIAL AND SERVICES        | 148,000.00      | 8,162.89      | 114,063.79   | 33,936.21           | 77.1  |
| CAPITAL OUTLAY               | .00             | .00           | .00          | .00                 | .0    |
| TRANSFERS OUT                | 358,907.00      | .00           | .00          | 358,907.00          | .0    |
| CONTINGENCIES AND RESERVES   | 628,093.00      | .00           | .00          | 628,093.00          | .0    |
|                              | 1,135,000.00    | 8,162.89      | 114,063.79   | 1,020,936.21        | 10.1  |
|                              | 5,640,948.00    | 340,545.58    | 4,131,790.70 | 1,509,157.30        | 73.3  |
|                              |                 |               |              |                     |       |
|                              | ( 1,060,000.00) | ( 115,090.34) | ( 3,222.65)  | ( 1,056,777.35)     | ( .3) |

#### STREET FUND

|               |                            | BUDGET        | PERIOD ACTUAL | YTD ACTUAL | REMAINING<br>BUDGET | PCNT  |
|---------------|----------------------------|---------------|---------------|------------|---------------------|-------|
|               | REVENUE                    |               |               |            |                     |       |
|               | INTERGOVERNMENTAL          | 520,000.00    | 38,671.27     | 516,821.23 | 3,178.77            | 99.4  |
|               | OTHER REVENUE              | 14,650.00     | .00           | 14,598.56  | 51.44               | 99.7  |
|               | TRANSFER IN                | .00           | .00           | .00        | .00                 | .0    |
|               |                            | 534,650.00    | 38,671.27     | 531,419.79 | 3,230.21            | 99.4  |
|               | EXPENDITURES               |               |               |            |                     |       |
| EXPENDITURES: |                            |               |               |            |                     |       |
|               | PERSONAL SERVICES          | 205,076.00    | 14,621.44     | 191,952.86 | 13,123.14           | 93.6  |
|               | MATERIAL AND SERVICES      | 207,000.00    | 5,712.12      | 124,845.66 | 82,154.34           | 60.3  |
|               | CAPITAL OUTLAY             | 95,000.00     | .00           | 8,443.24   | 86,556.76           | 8.9   |
|               | DEBT SERVICE               | 22,238.00     | 1,506.76      | 19,894.22  | 2,343.78            | 89.5  |
|               | TRANSFERS OUT              | 46,612.00     | .00           | .00        | 46,612.00           | .0    |
|               | CONTINGENCIES AND RESERVES | 118,724.00    | .00           | .00        | 118,724.00          | .0    |
|               |                            | 694,650.00    | 21,840.32     | 345,135.98 | 349,514.02          | 49.7  |
|               |                            | 694,650.00    | 21,840.32     | 345,135.98 | 349,514.02          | 49.7  |
|               |                            |               |               |            |                     |       |
|               |                            | ( 160,000.00) | 16,830.95     | 186,283.81 | ( 346,283.81)       | 116.4 |

#### WATER FUND

|                    |                            | BUDGET        | PERIOD ACTUAL | YTD ACTUAL   | REMAINING<br>BUDGET | PCNT  |
|--------------------|----------------------------|---------------|---------------|--------------|---------------------|-------|
|                    | REVENUE                    |               |               |              |                     |       |
|                    | SOURCE 03                  | .00           | .00           | .00          | .00                 | .0    |
|                    | CHARGES FOR SERVICES       | 1,661,000.00  | 169,997.21    | 1,764,730.01 | ( 103,730.01)       | 106.3 |
|                    | OTHER INCOME               | 51,000.00     | 3,010.00      | 72,118.95    | ( 21,118.95)        | 141.4 |
|                    | TRANSFERS IN               | .00           | .00           | .00          | .00                 | .0    |
|                    |                            | 1,712,000.00  | 173,007.21    | 1,836,848.96 | ( 124,848.96)       | 107.3 |
|                    | EXPENDITURES               |               |               |              |                     |       |
| WATER RIOTRIDU     | TION                       |               |               |              |                     |       |
| WATER DISTRIBUT    | PERSONAL SERVICES          | 400,962.00    | 29,401.80     | 374,544.15   | 26,417.85           | 93.4  |
|                    | MATERIAL AND SERVICES      | 198,400.00    | 20,269.42     | 124,878.91   | 73,521.09           | 62.9  |
|                    | CAPITAL OUTLAY             | 50,000.00     | .00           | 29,581.26    | 20,418.74           | 59.2  |
|                    | DEBT SERVICE               | 8,722.00      | 165.78        | 6,379.48     | 2,342.52            | 73.1  |
|                    | TRANSFERS OUT              | 24,000.00     | .00           | .00          | 24,000.00           | .0    |
|                    |                            | 682,084.00    | 49,837.00     | 535,383.80   | 146,700.20          | 78.5  |
| WATER TREATME      | NT.                        |               |               |              |                     |       |
| W/ (TER TRE/ (TWE) | PERSONAL SERVICES          | 30,424.00     | 1,496.01      | 18,136.61    | 12,287.39           | 59.6  |
|                    | MATERIAL AND SERVICES      | 462,925.00    | 41,908.85     | 432,507.99   | 30,417.01           | 93.4  |
|                    | CAPITAL OUTLAY             | 10,000.00     | .00           | .00          | 10,000.00           | .0    |
|                    | DEBT SERVICE               | 6,389.00      | 165.78        | 6,379.48     | 9.52                | 99.9  |
|                    | TRANSFERS OUT              | 687,650.00    | .00           | .00          | 687,650.00          | .0    |
|                    | CONTINGENCIES AND RESERVES | 177,528.00    | .00           | .00          | 177,528.00          | .0    |
|                    |                            | 1,374,916.00  | 43,570.64     | 457,024.08   | 917,891.92          | 33.2  |
| DEPARTMENT 24:     |                            |               |               |              |                     |       |
|                    | CAPITAL OUTLAY             | .00           | .00           | .00          | .00                 | .0    |
|                    |                            | .00           | .00           | .00          | .00                 | .0    |
|                    |                            | 2,057,000.00  | 93,407.64     | 992,407.88   | 1,064,592.12        | 48.3  |
|                    |                            | ( 345,000.00) | 79,599.57     | 844,441.08   | ( 1,189,441.08)     | 244.8 |

#### WASTEWATER FUND

|               |                             | BUDGET                 | PERIOD ACTUAL | YTD ACTUAL   | REMAINING<br>BUDGET    | PCNT       |
|---------------|-----------------------------|------------------------|---------------|--------------|------------------------|------------|
|               | REVENUE                     |                        |               |              |                        |            |
|               | SOURCE 03                   | ( 4,500.00)            | .00           | .00          | ( 4,500.00)            | .0         |
|               | CHARGES FOR SERVICES        | 3,183,300.00           | 230,065.75    | 3,143,925.39 | 39,374.61              | 98.8       |
|               | OTHER REVENUE               | 15,000.00              | .00           | 28,965.88    | ( 13,965.88)           | 193.1      |
|               | TRANSFER IN                 | .00                    | .00           | .00          | .00                    | .0         |
|               |                             | 3,193,800.00           | 230,065.75    | 3,172,891.27 | 20,908.73              | 99.4       |
|               | EXPENDITURES                |                        |               |              |                        |            |
|               |                             |                        |               |              |                        |            |
| WASTEWATER CO |                             |                        |               |              |                        |            |
|               | PERSONAL SERVICES           | 570,336.00             | 39,118.57     | 507,508.96   | 62,827.04              | 89.0       |
|               | MATERIAL AND SERVICES       | 250,200.00             | 6,651.15      | 91,603.35    | 158,596.65             | 36.6       |
|               | CAPITAL OUTLAY DEBT SERVICE | 25,000.00              | .00           | 9,100.00     | 15,900.00              | 36.4       |
|               | TRANSFERS OUT               | 8,722.00<br>177,359.00 | 165.78<br>.00 | 6,379.48     | 2,342.52<br>177,359.00 | 73.1<br>.0 |
|               | TRANSI ERS OUT              | 177,339.00             | .00           | .00          | 177,339.00             |            |
|               |                             | 1,031,617.00           | 45,935.50     | 614,591.79   | 417,025.21             | 59.6       |
| WASTEWATER TR | EATMENT:                    |                        |               |              |                        |            |
|               | PERSONAL SERVICES           | 39,878.00              | 2,244.16      | 27,194.81    | 12,683.19              | 68.2       |
|               | MATERIAL AND SERVICES       | 895,225.00             | 70,413.89     | 822,443.83   | 72,781.17              | 91.9       |
|               | CAPITAL OUTLAY              | .00                    | .00.          | .00          | .00                    | .0         |
|               | DEBT SERVICE                | 6,389.00               | 165.78        | 6,379.48     | 9.52                   | 99.9       |
|               | TRANSFERS OUT               | 1,509,923.00           | .00           | .00          | 1,509,923.00           | .0         |
|               | CONTINGENCIES AND RESERVES  | 315,268.00             | .00           | .00          | 315,268.00             | .0         |
|               |                             | 2,766,683.00           | 72,823.83     | 856,018.12   | 1,910,664.88           | 30.9       |
|               |                             | 3,798,300.00           | 118,759.33    | 1,470,609.91 | 2,327,690.09           | 38.7       |
|               |                             | ( 004 503 53)          | 111 000 10    | 4 700 004 00 | ( 0000 704 00)         | 004.6      |
|               |                             | ( 604,500.00)          | 111,306.42    | 1,702,281.36 | ( 2,306,781.36)        | 281.6      |

#### URBAN RENEWAL AGENCY FUND

|                |                            | BUDGET       | PERIOD ACTUAL | YTD ACTUAL | REMAINING<br>BUDGET | PCNT  |
|----------------|----------------------------|--------------|---------------|------------|---------------------|-------|
|                | REVENUE                    |              |               |            |                     |       |
|                | TAXES                      | 586,211.00   | 17,233.81     | 596,477.08 | ( 10,266.08)        | 101.8 |
|                | INTERGOVERNMENTAL          | .00          | .00           | .00        | .00                 | .0    |
|                | OTHER REVENUE              | 2,000.00     | .96           | 9,380.71   | ( 7,380.71)         | 469.0 |
|                | TRANSFERS IN               | 650,000.00   | .00           | .00        | 650,000.00          | .0    |
|                |                            | 1,238,211.00 | 17,234.77     | 605,857.79 | 632,353.21          | 48.9  |
|                | EXPENDITURES               |              |               |            |                     |       |
| GENERAL:       |                            |              |               |            |                     |       |
| OLINEIVAL.     | PERSONAL SERVICES          | .00          | .00           | .00        | .00                 | .0    |
|                | MATERIAL AND SERVICES      | 35,000.00    | 451.50        | 7,150.52   | 27,849.48           | 20.4  |
|                | CAPITAL OUTLAY             | 842,472.00   | .00           | .00        | 842,472.00          | .0    |
|                | DEBT SERVICE               | .00          | .00           | .00        | .00                 | .0    |
|                | TRANSFERS OUT              | 450,739.00   | .00           | .00        | 450,739.00          | .0    |
|                | CONTINGENCIES AND RESERVES | .00          | .00           | .00.       | .00                 | .0    |
|                |                            | 1,328,211.00 | 451.50        | 7,150.52   | 1,321,060.48        | .5    |
| DEPARTMENT 20: |                            |              |               |            |                     |       |
|                | CAPITAL OUTLAY             | .00          | .00           | .00        | .00                 | .0    |
|                |                            | .00          | .00           | .00        | .00                 | .0    |
| DEPARTMENT 22: |                            |              |               |            |                     |       |
|                | MATERIAL AND SERVICES      | .00          | .00           | .00        | .00                 | .0    |
|                | DEBT SERVICE               | .00          | .00           | .00        | .00                 | .0    |
|                |                            | .00          | .00           | .00        | .00                 | .0    |
| DEPARTMENT 24: | CONTINUENCIES AND DESERVES | 00           | 200           | 00         | 00                  | 0     |
|                | CONTINGENCIES AND RESERVES | .00          | .00           | .00        | .00                 | .0    |
|                |                            | .00          | .00           | .00        | .00                 | .0    |
|                |                            | 1,328,211.00 | 451.50        | 7,150.52   | 1,321,060.48        | .5    |
|                |                            | ( 90,000.00) | 16,783.27     | 598,707.27 | ( 688,707.27)       | 665.2 |
|                |                            |              |               |            |                     | _     |

### CITY OF BROOKINGS

# COUNCIL AGENDA REPORT

Meeting Date:

July 22, 2019

Signature (submitted by)

Originating Dept: City Manager

Subject:

Transient Occupancy Tax (TOT) Fund Allocation for the Brookings 2<sup>nd</sup> Annual Monarch Festival.

#### Recommended Motion:

As recommended by the Tourism Promotion Advisory Committee (TPAC), move to allocate \$1.500 to Brookings Oregon Monarch Advocates (BOMA) for the 2<sup>nd</sup> Annual Monarch Festival.

#### Financial Impact:

\$1,500 allocated from TOT revenues set aside for tourism promotion.

#### Background/Discussion:

Holly Beyer and Dennis Triglia of the BOMA presented a request for TPAC funding assistance in the amount of \$1,500 for the 2<sup>nd</sup> Annual Monarch Festival scheduled September 7, 2019. In 2018, the first year of this event the event coordinators anticipated 100 people and estimated 500-700 people attended with approximately 28% from outside Curry County. This year they are planning an event equal to last years.

The event will be free of charge to encourage tourist and community participation and be family friendly. They will offer educational information on monarch migration, conservation, pollination, gardening tips, and have butterfly related crafts and activities. They will be marketing the event throughout Southern Oregon and Northern California with television, radio and print public service announcements, social media and outreach to butterfly advocates.

This matter was considered by TPAC at their July 11, 2019 meeting. TPAC members discussed the type of tourists the event would draw, the areas they would be from, participating sponsors, the activities being conducted and event costs.

By a unanimous vote TPAC recommended granting \$1,500 from TOT funding for the event.

#### Attachment:

**Event Funding Application** 

|  |   |   |  | ¥  |  |
|--|---|---|--|--|--|
| Event Title: BR  | lookings a  | 2 nd ANNUAL M   | 10NAPCH FESTIVALAN   | nount Requested                          | \$ 1,500   |
| Organization:  | BROOKINGS   | OREGON ME   | NARCH ADVOCA   | TTES (B.O.1                              | (A.P   |
| Event Description:   | A CELEBEAT  | TION OF THE MO  | NARCH BUTTERFLY.   | 'S MIGRATION.                            | THROUGH  |
| BROOKINGS/E  | DICATION AB   | out monarat a   | ONSERVATION + PO   | LLIDATOR-FE                              | IENDLY   |
| RELEASE! PI  | COMOTION OF   | TING AND FACE PROVIESTS FOR G<br>BROOKINGS<br>SEPTEMBER   | ANDTINE SCIENCE I<br>HLDRED SCIENCE I<br>AS THE FIRST MO<br>7, 2019                      | AREA LIVE BI                             | MERFLIES FOR   |
|  |   | Silver and the first terms of the silver and the | NO SUACK SHACK   | Location<br>ACEA secured?                | Yes ₩ No □   |
| Event Goals: (1)   | EDUCATION   | N: (2) CONS   | ERVATION 3 TO  | CEISM PROM                               | NOTION BY  |
|  |   |   | FEEDDLY, FREE  |  | ACCURATION AND ADMINISTRATION OF THE PARTY O |
|  |   | /   | ENT AND COOPER   | •  |  |
| BUSTAIN THE<br>BUSINESSE<br>FOUDS FOR<br>Sponsors/Investors  | S + GOVERNI<br>S + GOVERNI<br>THE 2020 N<br>SI: TO DATE<br>THE TO | NENT, WE WILL<br>NO DAECH PESTIV<br>OUR LARGEST   | SPONSOR IS 7   | FROM 10011<br>(MILKWEED) TO<br>THE TOBAL | RHSE SOME<br>COUNCIL OF  |
| 110W WIII Tulius be  | useu. Siedop  |   | t Budget   |  |  |
| Income   | e the Adjuester   | ndresem sain a  | Expenses   | rand unsiblund                           | av valo ent  |
| Fees Collected   | \$ O  | 97 in the transpart<br>British Indian Division  | Facility/Venue Costs   | \$ 185                                   | ACTUAL   |
| Admissions   | \$ O  | THIS WILL ALWAYS  | pavin ed iliv. alimin<br>Insurance   | \$298                                    | ACTUAL   |
| Concessions  | \$ 500  | PLANTS, BUTIERY<br>THEMED<br>MERCHANDISE  | (INCLUDING BANNERS)  Advertising   | \$ 600                                   | ESTIMATE   |
| SPONGORSHIPS   | \$ 2500   | ESTIMATE  | (THBLE RENTALS, CHAP<br>EXHIBITS, ALL MISC<br>EVAPLIES) Supplies<br>SAVE THE DATE CARCOS | \$ 1,000                                 | ESTIMATE (PROBABLY LOW)  |
| DONATIONS  | \$ 250  | ESTIMATE  | + BROCHURES  | \$                                       | Bright Higher  |
| TOTAL  | \$ 3,250 4  | IF THERE ARE ANY<br>REMAINING EVEDS,<br>THEY WILL BE  | Dhones le number -> TOTAL  | \$ 2,083                                 | or territable  |
| How do you intend  | to evaluate the s   | success of your event   | t and determine the num  | ber of out of tow                        | n visitors?  |
| AT OVE WELCO   | NE/INFORMATI  | ON TABLE, ON  | R BOMA VOLUNTE   | ERS WILL D                               | OTHEIR   |
|  |   |   | E ZIPCODE, SO I  |  |  |
| DID LAST YEAR, AN ESTIMATE OF TOTAL ATTENDES AND WHAT PERCENTAGE CAME CONTACT PERCENTAGE CAME VICKI MION FROM OUTSIE-OF-TOWN VISITORS. |   |   |  |  |  |
| _  | 0) 670-   | 7826 Er   | mail: VICKIMI  | ON@ GM                                   | AIL, COM   |
| Mailing Address:   | BROOKINGS, C  | 7791<br>DR 97415  | F FUNDED ?   | TO VICK                                  | MION" A  |
|  | If mo   | re space is required p  | lease attach additional pa   | ages                                     |  |



# **REQUEST FOR PROPOSALS**

# CITY OF BROOKINGS TOURISM EVENT INCENTIVES

The City of Brookings (City) requests proposals from individuals and/or organizations interested in undertaking events with the purpose of increasing tourism.

Specifically, the City is interested in the development of new events or the addition of events to current events that would increase out of area visitor attendance during off-season months (October thru April). The City is offering incentives to assist event organizers in facilitating and promoting their events.

#### **Submission Deadline**

To be considered, respondents must submit a cover letter detailing event along with this proposal form to:

#### "Tourism Event Proposal" TPAC Committee

898 Elk Drive Brookings, OR 97415

or email at: <u>lziemer@brookings.or.us</u>

Proposals will be accepted on an ongoing basis and must be received at least <u>60 days prior</u> to the date of the proposed event. Incomplete submittals will not be considered.

#### **Process**

The City will consider proposals from all interested parties presenting the requested information and otherwise demonstrating the ability to fully fund, manage and execute the proposed event. All proposals will be reviewed by the City's Tourism Promotion Advisory Committee (TPAC). Proposals will be evaluated based upon event sustainability. Priority will be given to first time events.

#### Right to Reject All Proposals

The City reserves the right to accept, reject, withdraw, or amend any and/or all proposals, or any component part thereof, deemed to be in the best interest of the City or in the best interest of the desired outcome. All costs incurred in the preparation and presentation of a response to this RFP, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract shall be the sole responsibility of the respondent/proposer. The City also reserves the right to request additional information or clarification from all respondents/proposers until all funding has been awarded.

Once submitted, the proposal and supporting materials become the property of the City of Brookings and are available to the public.

#### **Permitting/Insurance Requirements**

Events to be held on City property will require an approved Event and/or Parks Use Permit, as applicable. Certificates of Insurance are also a requirement for events held on City property. Permit applications may be obtained from the Public Works & Developmental Services/Parks Division in City Hall and on the City's website at: <a href="https://www.brookings.or.us/DocumentCenter">www.brookings.or.us/DocumentCenter</a> (Parks & Recreation).

#### Questions

Please direct questions to Lauri Ziemer at 541-469-1103 or <a href="mailto:liziemer@brookings.or.us">lziemer@brookings.or.us</a>.



Brookings Oregon Monarch Advocates c/o Vicki Mion P.O. Box 7791 Brookings, OR 97415 vickimion@gmail.com (760) 670-7826 July 1, 2019

"Tourism Event Proposal"
Janell Howard, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

Dear Ms. Howard and Tourism Promotion Advisory Committee members,

#### It's that time again!

The members of Brookings Oregon Monarch Advocates (B.O.M.A.) were extremely pleased last September when the attendance at our Brookings First Annual Monarch Festival far exceeded our expectations (between 500 and 600 people, conservative estimate). And, 28% of the attendees at this family-fun, free event were from outside Curry County! You will remember, when the City of Brookings was designated as a Monarch City USA in May 2017, one of the recommendations of the Monarch City USA association is that the City would host an annual Monarch Festival. Our dedicated B.O.M.A. volunteers are busily planning the "Brookings Second Annual Monarch Festival" to be held in Azalea Park on Saturday, September 7th from 11 AM - 4 PM.

This family-friendly Monarch Festival will celebrate the monarch butterfly's amazing migration through Brookings to overwintering sites in central California with educational exhibits and seminars, games, crafts and contests for children and adults alike. There will also be educational printed materials who may wish to establish their personal Monarch Waystations or create a monarch and pollinator-friendly habitat on their properties. Also, there will be live caterpillars, butterflies and chrysalises for people to view up close and personal. Adult butterflies reared in captivity by B.O.M.A. members will be released to begin their southern migration at the end of the festival (weather-permitting). At this second annual festival, we have already reserved a larger area than last year in Azalea Park. There will be a food truck this year, and BOMA will be selling milkweed, a few nectar plants grown by our volunteers, as well as some butterfly-themed merchandise to generate a little revenue to put towards next year's (2020) Festival. We are building on last year's success, now that we have a better idea of what worked and what wasn't as popular. We hope to entice other monarch enthusiasts from Bandon to Brookings and Brookings to Ashland, as well as from Del Norte County.

We will also have photo ops with the "City of Brookings" in the photos as memorabilia for folks to take home with them. We occasionally collaborate with the Southern Oregon Monarch Advocates group based in the Medford area, as well as with the newly-formed, multi-state, Western Monarch Advocates group. One great thing about monarch butterflies is that they are enjoyed by all age groups. We will also sponsor an out-of-town Monarch Butterfly expert speaker to give a seminar on Sunday following the Festival.

B.O.M.A. sincerely thanks you for your consideration in providing us with funding to help put on this event. If you require any additional information, please contact me, Vicki Mion, at the address, email and number given above.

Respectfully,

Vicki Mion (on behalf of B.O.M.A.)

Thehe mion

# TPAC EVENT PROPOSAL FUNDING EVALUATION

BROOKINGS 2nd ANNUAL MODARCH FESTIVAL

The following criteria will be evaluated to determine if a submitted TPAC event proposal will be submitted to the TPAC for funding.

**Event Name:** 

| Date:   | Date: SEPT 7, 2019                            |          |        |       |          |  |
|---|---|----------|--------|-------|----------|--|
| Coordinator: VICKI MION   |   |          |        |       |          |  |
| Sponsor Group:  | BROOKINGS OREGON MONARCH ADVO                 | CATES    | (BC    | (AM   |          |  |
| Location:   | AZALEA PARK                                   |          |        |       |          |  |
| Funds Requested:  | \$1,500.00                                    |          |        |       |          |  |
| Event Costs: EST  | \$ 3,250                                      |          |        |       |          |  |
| Est. Attendance:  | 500   |          | 100    |       |          |  |
| Organizing Group N  | Members:                                      |          |        |       |          |  |
| VICKI MION -  | DENNIS TRIGUA, HOLLY BEYER, PATS              | SY HAC   | GER    | TY.   |          |  |
| STATIA RYDER  | , KAREN SKALBECK-GEORGE, MARIA                | SUDDU"   | TH.    | ,     |          |  |
| JENNIFER WOL  | F (AND SEVERAL OTHER OCCASIONAL PART          | ICIPAD   | TS).   |       |          |  |
| Complete List of Sp   |   |          |        |       |          |  |
| TOLOWA DEE-   | NI NATION TRIBAL COUNCIL, SEVERA              | L INDI   | VIDUA  | L DO  | NOPS,    |  |
| AND LOTS OF   | IN-KIND CONTRIBUTIONS (eg. MILKUE             | ED SEA   | 15+    | PLANT | SDABO    |  |
| EDUCATIONAL MAT   | ERIALS, FACE PAINTERS, MASTER GARDENERS       | 3) MORE  | E TO C | COME  | <u> </u> |  |
| Advertising/Marke   | ting Plan: KCIW WILL DO PSA'S FOR T           | 7415 FES | STIVAC | ; A)  | 5        |  |
|   | CURRY COASTAL PILOT + DEL NORTE TRIPL         |          |        |       |          |  |
| TO SOUTHERN DRE   | CON MONARCH ADVOCATES IN MEDIFORD, FLIE       | ERS, BA  | WERS   | 4-MOI | CE!      |  |
| How will this event   | be sustainable? THIS YEAR, BOMA MEMBER        | 5 WILL   | HAVE   | SED   | \$       |  |
| PLANTS + SOME   | BUTTERFY-THENED MERCHANDISE FOR SALE,         | / DONAT  | at hoi | RS/E  | īc_      |  |
|   | UDS FOR 20:20 FESTIVAL, PUBLIC + ORGANIZA     |          |        |       | 11PS.    |  |
| What support do y   | ou have to manage and execute a successful ev | entr we  | HAVE   | : A   | 2241     |  |
| DEVOTED COREG   | BROUP OF ABOUT A DOZEN PEOPLE AND MAI         | N VOLU   | WE HA  | S FE  | CONI     |  |
| SEVERAL COMM  | DITY GROUPS AND THE SCHOOL DIST               | RICI,    | EXPE   | RIEN  | E!       |  |
|   | aid for anyone's services? NOT EXPECTED,      | ALC AK   | E YUL  | DDIE  | RS       |  |
| FROM OUR COMMU  | NITY.   |          |        |       |          |  |
|   | CRITERIA                                      |          |        |       |          |  |
| Timely Submittal (6   | 50-90 days prior)                             | Yes      | V      | No    |          |  |
| New Event - Received \$1097 TPAC 2018 Yes No                        |   |          |        |       | V        |  |
| Narrative with Event Details and Schedule, Planning Schedule Yes No |   |          |        |       |          |  |
| Off Season? (Oct-A  | Yes   |          | No     | V     |          |  |
| Budget Revenue/Expenditures Defined?                                |   |          | 1      | No    |          |  |
| Financial Strength to Fund? Yes No                                  |   |          |        |       |          |  |
| Additional Commu  | nity Support & Funding?                       | Yes      | V      | No    |          |  |
| Event tourism relat   | ed and will it bring tourists to the area?    | Yes      | V      | No    |          |  |
|   | 18  | Ų        | ulma   | wer   | ry       |  |

## CITY OF BROOKINGS

# **COUNCIL AGENDA REPORT**

Meeting Date: July 22, 2019

Originating Dept: PW/DS

Signature (submitted by)

City Manager Approval

Subject: Water Treatment Plant - Variable Frequency Drives

<u>Recommended Motion</u>: Motion to authorize City Manager to enter into an agreement with Stadelman Electric in the amount of \$39,592 to install variable frequency drives at the water treatment plant.

<u>Financial Impact</u>: The proposal submitted by Stadelman Electric estimates the cost to install the variable frequency drives (VFD's) at \$39,592 to be funded from the Water SRF fund.

<u>Background/Discussion</u>: The project includes the replacement of vintage 1980's water pump motor starters with new Variable Frequency Drives (VFD's). The new drives will be installed on two of the three water pump motors at the Water Treatment Plant. The second and third water pumps are backups and only come on depending on demand. Upgrades to the Water Treatment Plant, including the installation of VFD's, are listed in the capital projects list of 2014 Water Master Plan Update.

#### Benefits of VFD's:

- 1. reduce energy costs.
- 2. reduce water hammer.
- 3. when required, flow rate of water can be adjusted reducing water main blowouts.
- 4. existing motor starters are vintage 80 and parts are limited.
- 5. water proof enclosures

Stadelman Electric and Coos Curry Electric completed a joint project in May of this year which included a power upgrade to the Water Treatment Plant. The plant for years experienced "dirty power" which limited the ability to install the VFD's in the past. This project included the replacement of a transformer and new wire into the facility.

#### Attachments:

a. Stadelman Electric Proposal

#### **CONTRACT FOR ELECTRICAL WORK**

This is a contract for the electrical wiring to be performed by **Stadelman Electric**, **Inc.** for **City of Brookings** (CUSTOMER) made this 1st day of July, 2019.

#### Information

1. Stadelman Electric, Inc. is located at:

98153 N. Bank Chetco River Rd. Ph Brookings, Oregon 97415 Fa

CCB #: 120917

Phone: 541-469-4385 Fax: 541-469-7978

Email: stadelmanelectric@gmail.com

2. CUSTOMER'S name and address:

City of Brookings 898 Elk Dr. Brookings OR 97415

3. The work site is located at:

Water Treatment Plant N. Bank Chetco River Rd.

Brookings OR 97415

Job Description:

Install new variable frequency

drive(s)

#### Scope of Work

The following is a description of the electrical wiring to be performed by STADELMAN ELECTRIC, INC. for CUSTOMER:

Presently there are three 125 hp water pumps that transfer water from the Water Treatment Plant to the reservoirs in town. When they start they go to full speed until they are told to stop. There is no equipment to slow the pumps down.

Our proposal is to remove the existing motor starters and in approximately the same location, provide and install three variable frequency drives. From an operational standpoint the pumps will work almost the same. They will start and stop automatically just like before. The added feature is that the speed at which the motors operate can be adjusted up or down to a preset. The speed reduction on the motors is not without limitations. This limitation is on the motor, not the drive. If the motors are slowed down too much they will overheat.

The new drives will be installed one at a time so as to minimize the impact on the Water Treatment Plant. There will be no shut downs of the WTP for more than 30 minutes. Each drive and motor will be thoroughly tested and programmed to meet the City's needs. Once the installation is complete we will review the operation and adjustment of the drives with the plant operators to ensure that they have an understanding of how the system works.

All the VFD's quoted include weatherproof enclosures. The reason this is important is because the drives are in the same room as the pumps. Should a major leak occur, this would help protect the drives from water.

There is an existing issue with the pumps themselves. This will not affect the installation of the drives. The pump motors only use about 70% of their rating. This is a strong indication that there is something worn out or out of adjustment on the pump end of these systems. Stadelman Electric reminds the City that there is a lot more water available from the Water Treatment Plant in the event this is corrected. This problem is at least 15 years old.

#### Additional Benefits:

- 1. Installation of these drives will generate some savings on the power bill, as the inrush on startup can be controlled.
- 2. Due to the speed adjustment, water hammer can be reduced.
- 3. Flow rate of the WTP can be fine-tuned.
- 4. The existing starters are 80's vintage and have been out of production for many years. In the past we have been able to get parts on the used market. It is inevitable that the existing starters will fail at some point.

Our bid includes all of the labor, materials and state electrical permit required for the installation of three variable frequency drive as described above. Our bid does not include any other work beyond what is described above.

Stadelman Electric recommends Allen-Bradley. Aside from being an industry leader in the field there are several electricians in the area that are familiar with the set up and troubleshooting of these drives. Although most of the electricians work for South Coast Lumber, this could be handy in an emergency.

Bid #1 – Allen -Bradley: \$57,888.00 (total price for all 3 drives)

Bid #2 – Allen-Bradley: \$39,592.00 (total price for 2 drives)

Bid #3 – Allen-Bradley: \$20,296.00 (total price for 1 drive)

Note: this proposal may be withdrawn by us if not accepted within 30 days.

#### **Payment Terms**

CUSTOMER shall pay for the work on the following schedule:

75% of the bid price due upon arrival of the variable frequency drives in Brookings 20% of the bid price due upon substantial completion of the installation of the VFD's. 5% of the bid price due upon passage of final state electrical inspection

A finance charge at an annual percentage rate of 18% will be charged on all invoices that are not paid within 30 days of the date of the invoice. Any alteration or deviation from above specifications will become an extra charge over and above the bid price and will be billed at \$72.00 per hour, per man plus materials or at a flat rate unless a different agreement is made.

#### Warranty

Stadelman Electric, Inc. warranties against defects in materials and workmanship all labor and materials provided by them for one year after the completion of the electrical wiring. Damage to the electrical wiring due to acts of God, vandalism and/or other factors beyond Stadelman Electric's control are not covered by warranty.

#### **Acceptance of Contract**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Please indicate which bid you are accepting:

| Bid #1 – Allen -Bradley: | \$57,888.00 (total price for all 3 drives) |  |  |
|--------------------------|--|--|--|
| Bid #2 – Allen-Bradley:  | \$39,592.00 (total price for 2 drives)     |  |  |
| Bid #3 – Allen-Bradley:  | \$20,296.00 (total price for 1 drive)      |  |  |
| CUSTOMER                 | STADELMAN ELECTRIC, INC.                   |  |  |
| Authorized Signature     | Authorized Signature                       |  |  |
| ,<br>Date                | Date                                       |  |  |

Page 3 of 3

# CITY OF BROOKINGS

# COUNCIL AGENDA REPORT

Meeting Date: July 22, 2019

Signature (submitted by)

Originating Dept: PW/DS

City Manager Approval

Subject: Chetco Avenue Crosswalk Enhancements

<u>Motion</u>: To authorize staff to pursue a request through Oregon Department of Transportation for pedestrian safety enhancements to the crosswalk on Chetco Avenue at the Redwood Theater.

Financial Impact: None at this time

<u>Background/Discussion</u>: Council discussed crosswalk enhancements at the Redwood Theater during the April 1, and July 1, 2019 Council workshop meeting. Consensus was that additional flashing lights at the sidewalk on each side of the crosswalk would enhance visibility for motorists as the flashing lights above the sidewalk are difficult to see certain times of the day depending on angle of the sun. Any additional enhancements would require ODOT to tie into the existing flashing beacon and add to the existing crosswalk lighting system. More research would be required to see if this can be accomplished.

Additional information was discussed about "Pedestrian Hybrid Beacons" (PHB) which is a special type of beacon used to warn and control traffic at an un-signalized location to assist pedestrians in crossing a street. Hybrib beacons also include multi-colored light combinations. Per Oregon Department of Transportation (ODOT) the cost of a PHB starts around \$100k per crossing, require meeting traffic signal warrants and/or specific pedestrian volumes and have specific site requirements similar to a mid-block. A study performed by ODOT traffic engineers would be required in order to determine if a specific pedestrian crossing (to be determined) meets the requirements for placing a PBH.

Staff believes a formal request from City Council to ODOT would help ODOT prioritize any requested crosswalk enhancements among local projects.

Attachments: none

## CITY OF BROOKINGS

# COUNCIL AGENDA REPORT

Meeting Date: July 22, 2019

Signature (submitted by)

Originating Dept: Finance & Admin

City Manager Approval

#### Subject:

Collective Bargaining Agreements and Management Compensation Plan.

#### Recommended Motion:

- 1. Motion to authorize the City Manager to execute the City of Brookings Police Association Collective Bargaining Agreement for the period July 1, 2019 to June 30, 2022.
- 2. Motion to authorize the City Manager to execute the City of Brookings Teamsters Collective Bargaining Agreement for the period July 1, 2019 to June 30, 2022.
- 3. Motion to authorize the City Manager to update the Management Compensation Plan to include the attached changes, effective July 1, 2019.

#### Financial Impact:

The total additional cost for the three-year agreement is estimated at \$330,000 for the Brookings Police Association, \$110,000 for Teamsters, and \$365,000 for those covered under the Management Compensation Plan. For the 2019-20 fiscal year, the additional cost is estimated at \$60,000 for the General Fund, \$1,800 for the Streets Fund, \$2,900 for the Water Fund, and \$4,800 for the Wastewater Fund.

#### Background/Discussion:

#### BROOKINGS POLICE ASSOCIATON:

Submitted for Council consideration is an agreement with Brookings Police Association. The agreement that expired June 30, 2019, would remain the base agreement with the following key modifications.

- 1. Three year agreement term, with a re-opener in year three for wages and insurance only.
- 2. a. Effective July 1, 2019, a salary increase of 2.0%.
  - b. Effective July 1, 2019, a salary increase of 1.0%, in recognition of increased insurance share.
- 3. Effective July 1, 2020, a salary increase based on the All Cities CPI-W February Index with a minimum 2.75% and a maximum of 4.0%.
- 4. Effective July 1, 2021, a salary increase based on the All Cities CPI-W February Index with a minimum 2.75% and a maximum of 4.0%.
- 5. Effective July 1, 2019, add step 7 to Dispatchers.

- 6. Certification/DPPST Add 1% for Associates degree, 2% for Bachelors degree, and increase advanced certification from 5% to 6%. These are not cumulative. Employee receives only one.
- 7. Add longevity pay for employees starting with 11 years of service at 0.5% per year through 15 years of service is capped at 2.5%.
- 8. Change to allow reimbursement for "boots or police duty/uniform equipment", reimbursement up to \$200 in January of even years.
- 9. Increase number of days employee is paid full salary and benefits for lost time as a result of an on-the-job injury or illness, from 60 calendar days to 100 calendar days.
- 10. Increase Health Insurance premium cost share of employee from 10.0% to 12.5%
- 11. Language changes to Article 5, 6.8, 8.5, 8.5.2, 8.7, 9.3, 13.4, 27, 29

#### **TEAMSTERS (GENERAL UNION):**

Submitted for Council consideration is an agreement with Teamsters Local Union 223. The agreement that expired June 30, 2019, would remain the base agreement with the following key modifications.

- 1. Three year agreement term.
- 2. a. Effective July 1, 2019, a salary increase of 1.3%.
  - b. Effective July 1, 2019, a salary increase of 1.0%, in recognition of increased insurance share.
  - c. Effective July 1, 2019, increase certification pay for Water Distribution 1 and 2, Wastewater Collections 1, 2, and 3, Cross Connections and Backflow, from 1.5% to 2.5% each. Add certification for National Playground Inspector Certification at 1.0% and Pesticide Inspector at 2.5%.
- 3. Effective July 1, 2020, a salary increase based on the All Cities CPI-W February Index with a minimum 2% and a maximum of 4.0%.
- 4. Effective July 1, 2021, a salary increase based on the All Cities CPI-W February Index with a minimum 2% and a maximum of 4.0%.

#### **MANAGEMENT COMPENSATION PLAN:**

- a. Effective July 1, 2019, a salary increase of 2.0%.
   b. Effective July 1, 2019, a salary increase of 1.0%, in recognition of increased insurance share.
  - 2. Effective July 1, 2020, a salary increase based on the All Cities CPI-W February Index with a minimum 2.75% and a maximum of 4.0%.
  - 3. Effective July 1, 2021, a salary increase based on the All Cities CPI-W February Index with a minimum 2.75% and a maximum of 4.0%.

4. Add longevity pay for employees starting with 11 years of service at 0.5% per year through 15 years of service is capped at 2.5%.

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- 5. Increase Health Insurance premium cost share of employee from 10.0% to 12.5%.
- 6. Sergeants and Communications Supervisor only Certification/DPPST Add 1% for Associates degree, 2% for Bachelors degree, and increase advanced certification from 5% to 6%. These are not cumulative. Employee receives only one.

#### Attachment:

- a. Summary of changes to the Brookings Police Association Collective Bargaining Agreement
- b. Summary of changes to the Teamsters Local Union 223 Collective Bargaining Agreement
- c. Summary of changes to the Management Compensation Plan

Ch.

City of Brookings and Brookings Police Association Contract Proposals June 26, 2019

#### **PREAMBLE**

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Brookings Police Association, International Brotherhood of Teamsters of Portland, Oregon herein called "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 5 - ASSOCIATION SECURITY**

5.1 Fair Share. Delete entire paragraph

5.2 Religious Objection. Delete entire paragraph

5.3 Check Off. Delete entire paragraph

#### **ARTICLE 6 - WAGES**

#### 6.1 <u>Wages.</u>

Effective July 1, 2019, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4%. Salary scales will be increased by an additional 1.0%, effective July 1, 2019, in recognition of the increased two and one-half percent (2.5%) increase in employees' cost share of health insurance premiums (see Article 23.1).

Effective July 1, 2019, a seventh step will be added to the Dispatchers pay grade, which will be 5% higher than step six. If a dispatcher has been at Step 6 for 12 months or more, they will be increased to Step 7, effective July 1, 2019.

Effective July 1, 2020, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of 4%.

Effective July 1, 2021, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of 4%.

6.6(d) Longevity.

Officers, Dispatchers, and Detectives who have completed the following years of service as an employee in the Brookings Police department will receive the following percent of their regular base pay:

| Years of Service | <u>Percent</u> |  |  |
|------------------|----------------|--|--|
| 11               | .5%            |  |  |
| 12               | 1.0%           |  |  |
| 13               | 1.5%           |  |  |
| 14               | 2.0%           |  |  |
| 15               | 2.5%           |  |  |

Note: The above percentages are not cumulative. Example: At 12 years of service, an employee receives a total of 1.0% of base pay for longevity; not 1.5%. Years of Service is on their anniversary date. If an employee's initial anniversary date is February 1, 2010, they would be eligible for 0.5% on February 1, 2021, the 11th anniversary.

6.8 <u>Training.</u> Sworn officers who successfully complete a city approved certification program and are assigned by management as the Field Training Officer (FTO)/Coach will be paid at a rate of five (5) percent per hour at the employee's regular rate of pay for each full shift when coaching duties are performed.

Dispatchers who successfully complete a city approved certification program and are assigned by management as the Field Training Officer (FTO)/Coach will be paid at a rate of five (5) percent per hour at the employee's regular rate of pay for each full shift when coaching duties are performed.

#### **ARTICLE 7 - CERTIFICATION PAY**

7.2 DPSST Certification Pay/Education. Police officers, Detective 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:

|                | Associates      | Bachelors               |              |                     |                 |
|----------------|-----------------|-------------------------|--------------|---------------------|-----------------|
|                | <u>Degree</u>   | <u>Degree</u>           | <u>Basic</u> | <u>Intermediate</u> | <u>Advanced</u> |
| Dispatcher     | <del>0</del> 1% | <del>0</del> 2%         | 0%           | 3%                  | <u>56</u> %     |
| Patrol Officer | <del>0</del> 1% | <del>0</del> <u>2</u> % | 0%           | 3%                  | <u> 56</u> %    |
| Detective      | <u>91</u> %     | <del>0</del> 2%         | 0%           | 0%                  | <u> 56</u> %    |

Note: The above percentages are not cumulative. An employee may only receive one of the above certification pays. If the employee qualifies for more than one, the employee will receive the one that pays the highest percent. Example: Employee has an Associate Degree when hired. Employee receives DPSST Intermediate Certificate on March 18, 2020. Employee would receive 1% certification/education

pay from the date of hire through March 2020. Employee would receive 3% certification/education pay effective April 1, 2020.

#### **ARTICLE 8 - HOURS OF WORK**

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 or **Dispatcher**). The most-senior police officer shall select a work shift for one three-month period and the remaining officer's 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 15th 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 15th 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).

#### 8.5.2 Shift Bidding.

- a. The eligible employees will bid, by seniority, for the shift. Employees on unpaid leave of absence at the time of the bid shall not be eligible to bid.
- b. Employees on probation at the time of the bid may only bid for those complete blocks occurring after the completion of their probation.

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- c. Employees on probation will have their shifts assigned by a supervisor. Those shifts assigned by a supervisor will count as a self-selected shift during any future shift bid process in the calendar year.
- d. If a shift becomes available either after the shift bidding for the year has begun or has been completed, all existing bids will continue as originally bidden and the new shift is offered to the most senior employee. The new shift will then be passed down the seniority list until is selected. If the new shift is selected and a currently bidden shift becomes vacant, the newly vacated shift will now be offered up to the remaining employees and so on until all shifts are filled.
- e. The supervisor has the right to change both the schedule and the assigned employee at any time provided the supervisor has a reasonable operational need for making the change.
- 8.7 Travel To/From Assignments. Employees who have completed training or an assignment at a location other than a City of Brookings owned municipal site, shall be compensated while travelling to and from the training or assignment. Employees shall not be required to stay overnight at the remote location if the remote location is three (3) hours or less from the employee's home or the Brookings Police Department (whichever is closer to the remote location).

If the travel time is over three (3) hours, the decision as to whether to allow the employee to travel home at the conclusion of the assignment shall be at the reasonable discretion of the employee's supervisor.

In addition, the following shall also apply to travel to and from assignments:

- 8.7.1 The employee will be compensated one time for the travel time required at the beginning of the course and one time for the travel time required at the end of the course. If lodging is not available or is cost prohibitive during a multiday break in training, the employee will be compensated for travel home and travel back to the training location.
- 8.7.2 If the employee is directed to return to Brookings by a supervisor, they will be compensated for travel time to return to the directed location and then the return to the training.
- 8.7.3 An employee travelling as a passenger, to and from department sponsored training, outside normally scheduled work hours, shall be compensated with hour for hour comp time placed into the employees compensatory leave account. If the employees compensatory bank is maxed out, the accrued comp time earned, under this section, will be used during the current pay period or lost.
- 8.7.4 An assignment is considered complete when all work is completed at the remote location, not when the employee has returned to his/her worksite.
- 8.7.5 While attending the Basic Telecommunicator or Basic Police Academy training. DPSST will be considered the worksite assignment for that employee for the duration of the training.
- 8.7.6 Nothing in this agreement prohibits a mutually agreed upon arrangement for travel costs and lodging to occur outside the rules prescribed above.

#### **ARTICLE 9 - OVERTIME**

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

#### **ARTICLE 13 - SICK LEAVE**

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

13.6 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/she shall receive compensation as scheduled by the State Compensation Board/City's Workers Compensation carrier. The City shall continue to pay employee's full salary and benefits for the first 60100 calendar days of lost time as a result of an employment-related injury or illness. During the initial 60100 calendar day period, the employee shall remit to the City any workers compensation received from the City's Workers Compensation carrier. After the initial 60100 calendar day period, an employee may supplement the pay from the City Workers' Compensation carrier 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.

#### **ARTICE 18 - CLOTHING AND EQUIPMENT**

18.1 <u>Uniforms.</u> The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in the 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.

Each January in even years, sworn police officers will be reimbursed up to a two-hundred (\$200) dollar allowance through payroll for boots or police duty/uniform equipment.

18.2 <u>Protective Vest.</u> The City will provide a bullet resistant vest to sworn employees when hired and replace vests as recommended by the manufacturer or if reliability of the vest has been diminished and credibly established. The employee will be required to wear the vest while on duty. Upon successful completion of probation, the department will order a new and proper fitting bullet resistant vest for sworn employees. The bullet resistant vest will not be rated less than Level 3A.

#### **ARTICE 23 - HEALTH INSURANCE**

23.1 <u>Medical, Dental, Vision.</u> 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, 2019, the City will contribute eighty-seven and one-half percent (87.5%) of the total premium and the employees will contribute twelve and one-half percent (12.5%) of the total premium for the HDHA Plan through pre-tax payroll deductions. In recognition of employees contributing an increased two and one-half percent (2.5%) of total premium, the City will increase salary scales by 1.0% (see Article 6.1).

#### **ARTICLE 27 DISCIPLINE**

#### 27.1 Personnel Orders.

The Employer will provide the Association President with copies of all **negative personnel actions** as soon as the personnel orders are issued. As used in this section, "personnel orders" shall be defined as all written notices of actual disciplinary actions, notices of intent to take disciplinary actions, transfer notices, **demotion notices** and termination notices.

#### 27.2 General Procedures.

Any employee who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

- 27.2.1 The employee will be informed prior to the interview if the Employer believes the employee is a subject of the investigation.
- 27.2.2 The employee will be informed as to the categorization of the complaint. The Employer will categorize complaints as either informal, formal or incomplete

#### 27.3 Complaints.

Complaint investigations will be conducted using the following procedure:

- 27.3.1 Supervisor shall determine a range of corrective actions that may be considered if the conduct is proven to be true.
- 27.3.2 Prior to any interview where the Employer may impose formal corrective action upon the employee as a result of the underlying incident, the employee will be informed in writing, if known, of the approximate date of occurrence, the approximate location of the occurrence, the nature of the investigation and allegations, provided with a copy of the investigative report to date including witness statements and documents, if available, and informed of and afforded the opportunity to consult with an Association representative. The employee will be given one preparation day prior to a compelled

interview for each month the Employer was aware of the allegation prior to providing discovery to the employee.

- 27.3.3 The interview and investigation will be conducted without reasonable delay. The interview will be conducted at a mutually agreeable time and place. If after the complainant is interviewed regarding an action or inaction of the employee, and further investigation is deemed necessary, the employee shall be notified in writing of the complaint as soon as is practicable. This requirement will not apply where the employee is under investigation for violations of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law. Also the employee will not be notified if doing so would jeopardize the criminal investigation.
- 27.3.4 When the Employer serves notice to the employee of personnel review and underlying conduct, the employee may opt to waive the personnel investigation and stipulate to the alleged conduct. The stipulation will be the sole discretion of the Employer. The employee may make reasonable inquiry to the level of corrective action they shall receive, if they offer a stipulation, prior to waiving the personnel investigation. The Waiver of Investigation option will be reflected on the BPA Personnel Action Form.
- 27.3.5 With the exception of telephone interviews, interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- 27.3.6 The Employer shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies or where interviews can be conducted by telephone. However, where Chief of Police is a party to any interview, the Employer may schedule the interview outside of the employee's regular working hours as long as the appropriate overtime or irregular hours payments are made. Where an employee is working on a graveyard shift, the interview can be scheduled contiguously to the employee's shift so long as appropriate overtime or irregular hours payments are made.
- 27.3.7 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which s/he is entitled under the laws of the State of Oregon or the United States.
- 27.3.8 Interviews shall be done under circumstances devoid of intimidation, abuse, or coercion. The employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities.
- 27.3.9 All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview.
- 27.3.10 If the Department, Association or employee tape records the interview, a copy of the complete interview of the employee, noting all recess periods, shall be furnished, upon request, to all parties. If

the interviewed employee is subsequently charged and any part of the recording is transcribed by the Employer, the employee shall be given a complimentary copy thereof.

27.3.11 The employee shall be advised of the results of the investigation and any future action to be taken on the incident.

#### 27.4 When the Investigation Results in Departmental Charges Being Filed.

After the investigation is complete, the employee and Association will be furnished with a copy of the completed investigative report which will contain all known material facts of the matter to include any tape recording at no cost. The employee and Association will also be furnished with the names of all witnesses and complainants who will appear against him or her and/or whose statements will be used against him or her. This obligation shall continue after charges have been filed against the employee.

#### 27.5 Criminal Investigations.

This article shall not apply to criminal investigations conducted by the Department. In such criminal investigations, the following procedures shall be followed prior to the commencement of the interview: (1) The investigator shall notify the employee of the criminal nature of the investigation; (2) The investigator shall notify the employee that a refusal to answer questions asked by the investigator will not be a basis for disciplinary action against the employee. The employee has the right to not participate in the interview, and the right to terminate the interview, without resulting discipline. The timeline will be paused upon initiation of a criminal investigation and will restart upon receipt of a declination letter from the appropriate District Attorney or Oregon Department of Justice.

#### 27.6 Time Requirements for Complaints.

27.6.1 The Department must interview the employee within one hundred-twenty (120) calendar days of the time the Department becomes aware of the alleged misconduct. The findings of fact in personnel investigations shall be rendered within ninety (90) calendar days of the time the Department first (1<sup>st</sup>) interviews the employee.

27.6.2 The Department shall communicate the level of corrective action within thirty (30) calendar days of receipt of the employee response to the finding of fact, unless the response requires additional investigation. If the employee response requires additional investigation by the Department, the subsequent investigation shall be completed within thirty (30) calendar days. The thirty (30) calendar day requirement will initiate after the subsequent investigation is complete and original findings of fact are either confirmed or amended. Employee will have fourteen (14) days to provide a response to the finding of fact.

27.6.3 Except in criminal investigations and investigations that involve an employee who is incapacitated or unavailable, discipline shall be rendered no later than six (6) months from the date the Department first (1<sup>st</sup>) interviews the employee who is the subject of the investigation.

27.6.4 Time frames referenced in this Article may be extended through mutual agreement. Except in cases of termination, no discipline stemming from a personnel investigation may exceed a verbal reprimand if the Employer has not complied with this Section. This section shall not apply to criminal investigations or investigations that involve an employee who is incapacitated or unavailable. An extension request will not be unreasonably denied by either side.

#### **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 their 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 from 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. Negative or corrective advisory communications placed in a working file will be removed twelve (12) months after the information is placed in the employees file.

#### **ARTICE 35 - TERM OF AGREEMENT**

- 35.1 <u>Term.</u> Except for those provisions which expressly state otherwise, this Agreement shall be effective July 1, 2019 and shall remain in full force and effect through June 30, 2022. This Agreement shall remain in full force and effect during the negotiations for any successor agreement.
- 35.2 Successor Negotiations. If either party desires to negotiate for a successor agreement, a written or email notification shall be submitted to the other party not later than December 15, 2021 and negotiations will commence no later than January 13, 2022 (unless a different date is mutually agreed upon).

Either party may re-open Article 6 (Wages) and/or Article 23 (Health Insurance) of this contract for year three, effective July 1, 2021. This Contract shall remain in force, as written, unless either the City or the Association shall serve written or email notice to bargain, one or both of these two articles, no later than Page 9 of 10

December 15, 2020, and negotiations will commence no later than January 13, 2021 (unless a different date is mutually agreed upon).

As "Detective" and "Investigator" are used throughout the contract, all references to "Investigator" will be changed to "Detective."

City of Brookings and Teamsters Local 223

**Contract Proposals** 

July 2, 2019

#### **ARTICLE 5 - UNION SECURITY**

5.1 Fair Share. DELETE

5.2 Religious Objection. DELETE

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

#### **ARTICLE 6 - WAGES**

6.1 Wages.

Effective July 1, 2019, salary schedule will be increased by 1.3%.

Effective July 1, 2019, Salary schedule will be increased by an additional 1.0%, in recognition of the two and one-half percent (2.5%) increase in employees' cost share of health insurance premiums (that went into effect June 30, 2019).

Effective July 1, 2020, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4%.

Effective July 1, 2021, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4%.

#### **ARTICLE 7 - CERTIFICATION PAY**

7.1 Certification Pay.

Employees shall be paid certification pay based on Appendix B (see attached).

#### **ARTICLE 8 – HOURS OF WORK**

The work schedule for Water and Wastewater Operators and other qualified plant employees consists of a four-week rotating schedule of twenty (20) 8-hour work shifts in a 28 day period. The work week begins on Monday and ends Sunday so that the regular schedule allows for forty (40) work hours in each week. Starting on Monday, each employee will work five (5) consecutive days followed by two (2) days

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

#### **ARTICLE 21 – HEALTH INSURANCE**

21.1 Medical, Dental, and Vision.

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

(the remainder of this article does not change)

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

Effective January 1, 2018, on On the first pay date of the month... (remainder of article does not change).

#### **ARTICLE 33 – TERM OF AGREEMENT**

33.1 Term.

This Agreement shall be effective July 1, 2019 and shall remain in effect through June 30, 2022. It shall remain in full force and effect from year to year thereafter unless either the City or the Union shall serve written notice to bargain a successor agreement no later than January of the expiring year.

# Appendix B Public Works Job Classifications/Certifications

Job Title Pay Scale Basic requirements

| Lead Utility Worker    | 12 | WWC II, WD II, EO, CDL |
|------------------------|----|------------------------|
| Utility Worker         | 7  | WWC II, WDI            |
| Maintenance Worker (1) | 5  | No certificates        |

<sup>(1)</sup> A maintenance worker who obtains a WWC II and WDI shall be reclassified as a Utility Worker.

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

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

| WWC I  | 2.5% |
|--------|------|
| WD I   | 2.5% |
| WWC II | 2.5% |

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

| WWC III | 2.5% |
|---------|------|
| WD II   | 2.5% |

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

| Certification                  | Addl. \$ | Criteria             |
|--------------------------------|----------|----------------------|
| Equipment Operator             | 5.0%     | City exam            |
| Electrician                    | 5.0%     | State license        |
| Plumber                        | 5.0%     | State license        |
| Pump Mechanic                  | 5.0%     | certificate          |
| Building Inspector             | 5.0%     | State certification  |
| Mechanic G1                    | 1.5%     | ASE                  |
| Mechanic A                     | 1.5%     | ASE                  |
| Mechanic Master (2)            | 5.0%     | ASE                  |
| Cross Connection Specialist    | 2.5%     | State certification  |
| Backflow Assembly Tester       | 2.5%     | State certification  |
| L CDL                          | 1.0%     | State license        |
| Hazardous Material             | 1.0%     | State certification  |
| Pesticide Commercial or Public |          |                      |
| Applicator License             | 2.5%     | State license        |
| Playground Safety Inspector    | 1.0%     | National certication |

<sup>(2)</sup> The 5.0% Mechanic Master enhancement includes Mechanic GI and A enhancements.

City of Brookings Management Compensation Plan Contract Proposals

#### **SECTION 3 – PLAN STRUCTURE**

#### 3.1 Salaries

Effective July 1, 2019, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2% and a maximum of 4%. Salary scales will be increased by an additional 1.0%, effective July 1, 2019, in recognition of the increased two and one-half percent (2.5%) increase in employees' cost share of health insurance premiums (see Article 4.1.5).

Effective July 1, 2020, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of 4%.

Effective July 1, 2021, salary scales will be increased by the actual increase of All Cities CPI-W for the preceding February to February period, with a minimum of 2.75% and a maximum of 4%.

3.5.2 DPSST Certification Pay/Education. The Police Lieutenant, Police Sergeant and Communications Supervisor positions shall receive 6% increase in their monthly salary beginning the first of the month following the effective date for DPSST Advanced Certification.

#### 3.5.3 Longevity.

Employees who have completed the following years of service as an employee with the City of Brookings will receive the following percent of their regular base pay:

| Years of Service | <u>Percent</u> |
|------------------|----------------|
| 11               | .5%            |
| 12               | 1.0%           |
| 13               | 1.5%           |
| 14               | 2.0%           |
| 15               | 2.5%           |

Note: The above percentages are not cumulative. Example: At 12 years of service, an employee receives a total of 1.0% of base pay for longevity; not 1.5%. Years of Service is on their anniversary date. If an employee's initial anniversary date is February 1, 2010, they would be eligible for 0.5% on February 1, 2021, the 11th anniversary.

#### **SECTION 4.1.5 HEALTH INSURANCE**

23.1 <u>Medical, Dental, Vision.</u> 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."

City of Brookings Management Compensation Plan Contract Proposals

Effective July 1, 2019, the City will contribute eighty-seven and one-half percent (87.5%) of the total premium and the employees will contribute twelve and one-half percent (12.5%) of the total premium for the HDHA Plan through pre-tax payroll deductions. In recognition of employees contributing an increased two and one-half percent (2.5%) of total premium, the City will increase salary scales by 1.0% (see Section 3.1).