

# City of Brookings

## MEETING AGENDA

### CITY COUNCIL

**Monday, June 24, 2024, to immediately follow Executive Session**

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

The City Council will meet in Executive Session at **5:30PM**, in the City Manager's Office, under the authority of ORS 192.660(2)(h), to consult with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

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

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

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

#### **D. Ceremonies/Appointments/Announcements**

1. Americanism Proclamation – The Emblem Club [Pg. 1]
2. Yard of the Month Awards [Pg. 2]
  - Commercial: Kalmiopsis Elementary School Garden
  - Residential: 1466 Glenwood Drive, owners Peter & Tabitha Maldonado

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

(\*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

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

1. Approve Council minutes for June 10, 2024 [Pg. 4]
2. Approve Council minutes for June 13, 2024 [Pg. 5]
3. Receive monthly financial report for May 2024 [Pg. 6]

#### **G. Staff Reports/Public Hearings/Ordinances/Resolutions/Final Orders**

1. Collective Bargaining Agreement with Brookings Police Association [Pg. 12]
  - a. Agreement [Pg. 13]
2. Appeal Fee Refund Request [Pg. 41]
  - a. 5-26-2024 Bruce Nishioka Letter Requesting Refund [Pg. 42]
  - b. 6-11-2024 Lauri Ziemer Letter Appeal Process Cost Recovery [Pg. 44]
3. Adoption of an updated Master Fee Schedule [Pg. 46]
  - a. Resolution 24-R-1265 [Pg. 47]
  - b. Master Fee Schedule with proposed 2024 revisions [Pg. 48]
4. CH2M Hill Engineers Inc. (Jacobs Engineering) Amendment No. 1 to the Amended and Restated Agreement for Operations Maintenance and Management Services [Pg. 53]
  - a. Jacobs agreement [Pg. 54]
5. Hold Public Hearing on State Revenue Sharing and Adopt Resolution [Pg. 56]
  - a. Resolution 24-R-1255 State Revenue Sharing [Pg. 57]
6. Hold Public Hearing and Approval of Appropriations for FY 2024-25 Budget [Pg. 58]
  - a. Resolution 24-R-1256 Adopt Budget [Pg. 59]
7. Approve Water and Sewer Rates, and System Replacement Fees for 2024-25 [Pg. 62]
  - a. Resolution 24-R-1257 Water Rates [Pg. 63]
  - b. Resolution 24-R-1258 Sewer Rates [Pg. 65]
  - c. Resolution 24-R-1259 System Replacement Fees [Pg. 67]
9. Increase appropriations due to grants and donations for FY 2023-24 budget [Pg. 68]
  - a. Resolution 24-R-1261 Accept grants and donations and make appropriations [Pg. 69]

10. Increase appropriations from insurance proceeds for FY 2023-24 budget [Pg. 71]
  - a. Resolution 24-R-1262 Accept insurance proceeds and make appropriations [Pg. 72]
11. Transfer of appropriations from contingency for FY 2023-24 budget [Pg. 73]
  - a. Resolution 24-R-1263 Appropriation transfers [Pg. 74]
12. Transfer of appropriations for FY 2023-24 budget [Pg. 75]
  - a. Resolution 24-R-1264 Appropriation transfers [Pg. 76]

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

### **I. Remarks from Mayor, Councilors and City Manager**

### **J. Adjournment**

## **URBAN RENEWAL AGENCY**

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

### **C. Roll Call**

### **D. Consent Calendar**

1. Approve Urban Renewal meeting Minutes for June 12, 2023 [Pg. 77]

### **E. Staff Reports**

1. Façade Improvement Program – Revised Criteria [Pg. 78]
2. Hold Public Hearing and Approval of Appropriations for FY 2024-25 Budget [Pg. 79]
  - a. Resolution 24-R-1260 Adopt Budget [Pg. 80]

### **F. Agency Remarks**

### **G. Adjournment**

\* Public Comment forms and the agenda packet are available on-line at [www.brookings.or.us](http://www.brookings.or.us), and at Brookings City Hall. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 541-469-1102 if you have any questions regarding this notice. You can view City Council meetings LIVE on television on Charter PEG Channel 181, or stream on the City's YouTube Channel <https://www.youtube.com/@cityofbrookingsoregon8039>.

# City of Brookings *Proclamation*

**Whereas**, strengthening the Unity of the United States of America is vital and there is a need to strengthen the American Heart of Emblem, the beliefs of each individual and each Club; and

**Whereas**, in these interests, it seems appropriate at this time to restate our Citizen Principles by pledging to bear true allegiance to the Constitution of the United States of America, and to the Flag which is the Emblem of our Country; and

**Whereas**, in keeping with our pledge, the Supreme Emblem Club of the United States of America has adopted the Flag of our Country as our Order's Emblem and the name "Emblem" by which our organization is known throughout the land; and

**Whereas**, we are Citizens dedicated to the belief that the United States shall be sustained, preserved and perpetuated; and

**Whereas**, in keeping with our principles, it seems obligatory that we act to more forcefully display these beliefs; that each club create an Americanism Committee and originate and participate with others in patriotic community endeavors; that each Emblem member complete a patriotic deed each day and engage in assisting the Americanism Program of the Benevolent and Protective Order of Elks on every occasion we are invited to participate; and that each club and club member actively work to fulfill our dedicated purpose of bearing true allegiance to the Constitution and Flag of the United States of America.

**Now, Therefore, Be it Resolved**, I, Isaac Hodges, Mayor of the City of Brookings, do hereby proclaim the week of June 24<sup>th</sup> through June 28<sup>th</sup>, 2024, as

## **SUPREME AMERICANISM WEEK**

**In Witness Whereof**, I, Mayor Isaac Hodges, do hereto set my hand and cause the official seal of the City of Brookings, Oregon, to be affixed this 24th day of June, 2024.

---

Mayor Isaac Hodges

# COMMERCIAL PROPERTY OF THE MONTH

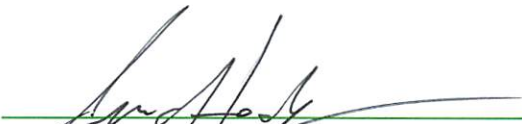
**JUNE 2024**

Awarded to:

**BROOKINGS-HARBOR SCHOOL**  
**DISTRICT GARDEN**

**Kalmiopsis Elementary School Garden**

**City of Brookings**

  
**Mayor Isaac Hodges**

**CITY OF BROOKINGS**  
898 Elk Drive  
Brookings, OR 97415  
(541) 469-2163





# RESIDENTIAL PROPERTY OF THE MONTH

**JUNE 2024**

Awarded to:

**PETER & TABITHA**  
**MALDONADO**

**1466 GLENDWOOD DRIVE**

City of Brookings

  
Mayor Isaac Hodges

City of Brookings  
898 Elk Drive  
Brookings, OR 97415  
(541) 469-2163



**City of Brookings**  
**CITY COUNCIL MEETING MINUTES**  
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415  
**Monday, June 10, 2024**

**Call to Order**

Mayor Isaac Hodges called the meeting to order at 8:29 PM

**Roll Call**

Council Present: Mayor Isaac Hodges, Councilors Andy Martin, Clayton Malmberg, Phoebe Pereda by phone, and Kristi Fulton; a quorum present

Staff present: Police Chief/Interim City Manager Kelby McCrae, Public Works and Development Services Director Tony Baron, and Deputy City Recorder Brooklyn Osterhage

Media Present: 1

Others Present: 1 audience member

**Oral Requests and Communications from the Audience**

1. Dr. John Hendy, 1359 Chetco Avenue Drive – spoke in regards to noise ordinance and litter in town

**Consent Calendar**

1. Approve Council minutes for May 28, 2024

**Mayor Hodges moved, Councilor Fulton seconded, and Council voted unanimously, with Councilor Malmberg abstaining, to approve the Consent Calendar.**

**Staff Reports**

**1. Public Works Upper Yard Building Projects**

Staff Report presented by Tony Baron

**Councilor Martin moved, Councilor Malmberg seconded, and Council voted unanimously to authorize the City Manager to enter into an agreement with Sage Bruce Construction Inc. in the amount of \$234,705 for the construction of the police storage facility and equipment building addition located at 715 Railroad Street.**

**Remarks from Mayor and Councilors**

Council recognized the Brookings Harbor High School Class of 2024. Mayor Hodges acknowledged the accomplishments made this year by all students and the baseball team for making it to the State Championship final game.

**Adjournment**

Mayor Hodges adjourned the meeting at 8:51 PM.

Respectfully submitted:

ATTESTED:

this 24<sup>th</sup> day of June, 2024:

---

Isaac Hodges, Mayor

---

Brooklyn Osterhage, Deputy City Recorder

**City of Brookings**  
**CITY COUNCIL MEETING MINUTES**  
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415  
**Thursday, June 13, 2024**

**Call to Order**

Mayor Isaac Hodges called the meeting to order at 6:01 PM

**Roll Call**

Council Present: Mayor Isaac Hodges, Councilors Andy Martin, Clayton Malmberg, Phoebe Pereda, and Kristi Fulton; a quorum present

Staff present: Police Chief/Interim City Manager Kelby McCrae and Deputy City Recorder Brooklyn Osterhage

Media Present: 1

Others Present: no audience members

**Staff Reports**

**1. City Manager Employment Agreement**

**Councilor Martin moved, Councilor Fulton seconded, and Council voted unanimously to authorize the Mayor to execute an Employment Agreement with Tim Rundel to provide services as City Manager beginning July 22, 2024.**

**Adjournment**

Mayor Isaac Hodges adjourned the meeting at 6:05 PM.

Respectfully submitted:

ATTESTED:

this 24<sup>th</sup> day of June, 2024:

---

Isaac Hodges, Mayor

---

Brooklyn Osterhage, Deputy City Recorder

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	4,026,050.00	146,164.28	4,283,146.53	( 257,096.53)	106.4
LICENSES AND PERMITS	297,000.00	36,258.01	287,090.42	9,909.58	96.7
INTERGOVERNMENTAL	294,500.00	24,932.04	173,211.44	121,288.56	58.8
CHARGES FOR SERVICES	1,109,500.00	14,054.47	357,866.59	751,633.41	32.3
OTHER REVENUE	140,500.00	22,850.25	272,936.28	( 132,436.28)	194.3
TRANSFERS IN	686,105.00	.00	.00	686,105.00	.0
	6,553,655.00	244,259.05	5,374,251.26	1,179,403.74	82.0
<u>EXPENDITURES</u>					
JUDICIAL:					
PERSONAL SERVICES	38,235.00	3,429.96	37,862.63	372.37	99.0
MATERIAL AND SERVICES	12,850.00	325.00	4,495.52	8,354.48	35.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	51,085.00	3,754.96	42,358.15	8,726.85	82.9
FINANCE AND ADMINISTRATION:					
PERSONAL SERVICES	423,568.00	26,061.65	456,342.95	( 32,774.95)	107.7
MATERIAL AND SERVICES	228,800.00	4,054.83	278,333.84	( 49,533.84)	121.7
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	652,368.00	30,116.48	734,676.79	( 82,308.79)	112.6
POLICE:					
PERSONAL SERVICES	3,314,004.00	269,029.43	2,934,626.39	379,377.61	88.6
MATERIAL AND SERVICES	231,000.00	14,842.42	201,893.47	29,106.53	87.4
CAPITAL OUTLAY	.00	16,952.45	417,006.51	( 417,006.51)	.0
DEBT SERVICE	109,426.00	.00	14,306.95	95,119.05	13.1
TRANSFERS OUT	.00	.00	.00	.00	.0
	3,654,430.00	300,824.30	3,567,833.32	86,596.68	97.6
FIRE:					
PERSONAL SERVICES	249,661.00	19,894.24	228,077.28	21,583.72	91.4
MATERIAL AND SERVICES	107,500.00	10,988.75	94,485.66	13,014.34	87.9
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	30,580.00	.00	30,579.01	.99	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	387,741.00	30,882.99	353,141.95	34,599.05	91.1



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

GENERAL FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
PLANNING AND BUILDING:					
PERSONAL SERVICES	240,456.00	15,830.74	176,644.24	63,811.76	73.5
MATERIAL AND SERVICES	93,700.00	2,027.20	37,909.44	55,790.56	40.5
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	334,156.00	17,857.94	214,553.68	119,602.32	64.2
PARKS & RECREATION:					
PERSONAL SERVICES	287,161.00	19,975.22	242,690.31	44,470.69	84.5
MATERIAL AND SERVICES	137,900.00	13,441.16	91,797.44	46,102.56	66.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
DEBT SERVICE	9,981.00	.00	9,980.00	1.00	100.0
TRANSFERS OUT	.00	.00	.00	.00	.0
	435,042.00	33,416.38	344,467.75	90,574.25	79.2
GOLF COURSE:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	900,000.00	.00	.00	900,000.00	.0
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	900,000.00	.00	.00	900,000.00	.0
SWIMMING POOL:					
PERSONAL SERVICES	102,122.00	.00	65,350.30	36,771.70	64.0
MATERIAL AND SERVICES	66,700.00	22,009.15	87,798.21	( 21,098.21)	131.6
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	168,822.00	22,009.15	153,148.51	15,673.49	90.7
NON-DEPARTMENTAL:					
MATERIAL AND SERVICES	175,600.00	8,943.10	109,056.68	66,543.32	62.1
CAPITAL OUTLAY	.00	.00	.00	.00	.0
TRANSFERS OUT	575,000.00	.00	.00	575,000.00	.0
CONTINGENCIES AND RESERVES	829,411.00	.00	.00	829,411.00	.0
	1,580,011.00	8,943.10	109,056.68	1,470,954.32	6.9
	8,163,655.00	447,805.30	5,519,236.83	2,644,418.17	67.6
	( 1,610,000.00)	( 203,546.25)	( 144,985.57)	( 1,465,014.43)	( 9.0)

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

STREET FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
INTERGOVERNMENTAL	500,000.00	42,010.67	452,099.18	47,900.82	90.4
OTHER REVENUE	22,000.00	.00	33,081.37	( 11,081.37)	150.4
TRANSFER IN	100,000.00	.00	.00	100,000.00	.0
	<u>622,000.00</u>	<u>42,010.67</u>	<u>485,180.55</u>	<u>136,819.45</u>	<u>78.0</u>
<u>EXPENDITURES</u>					
EXPENDITURES:					
PERSONAL SERVICES	244,962.00	17,444.51	232,468.82	12,493.18	94.9
MATERIAL AND SERVICES	319,700.00	29,355.93	214,434.48	105,265.52	67.1
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	4,409.00	367.38	4,041.30	367.70	91.7
TRANSFERS OUT	234,087.00	.00	.00	234,087.00	.0
CONTINGENCIES AND RESERVES	118,842.00	.00	.00	118,842.00	.0
	<u>937,000.00</u>	<u>47,167.82</u>	<u>450,944.60</u>	<u>486,055.40</u>	<u>48.1</u>
	<u>937,000.00</u>	<u>47,167.82</u>	<u>450,944.60</u>	<u>486,055.40</u>	<u>48.1</u>
	<u>( 315,000.00)</u>	<u>( 5,157.15)</u>	<u>34,235.95</u>	<u>( 349,235.95)</u>	<u>10.9</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

WATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	.00	.00	.00	.00	.0
CHARGES FOR SERVICES	2,039,000.00	157,293.37	1,807,670.69	231,329.31	88.7
OTHER INCOME	48,000.00	2,660.00	103,705.38	( 55,705.38)	216.1
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>2,087,000.00</u>	<u>159,953.37</u>	<u>1,911,376.07</u>	<u>175,623.93</u>	<u>91.6</u>
<u>EXPENDITURES</u>					
WATER DISTRIBUTION:					
PERSONAL SERVICES	432,204.00	31,052.85	389,889.42	42,314.58	90.2
MATERIAL AND SERVICES	183,800.00	8,353.92	191,591.51	( 7,791.51)	104.2
CAPITAL OUTLAY	50,000.00	2,042.33	16,377.05	33,622.95	32.8
DEBT SERVICE	28,154.00	2,147.40	26,005.81	2,148.19	92.4
TRANSFERS OUT	24,000.00	.00	.00	24,000.00	.0
	<u>718,158.00</u>	<u>43,596.50</u>	<u>623,863.79</u>	<u>94,294.21</u>	<u>86.9</u>
WATER TREATMENT:					
PERSONAL SERVICES	30,042.00	1,640.84	33,644.16	( 3,602.16)	112.0
MATERIAL AND SERVICES	574,515.00	45,855.95	490,630.36	83,884.64	85.4
CAPITAL OUTLAY	10,000.00	.00	.00	10,000.00	.0
DEBT SERVICE	2,386.00	.00	2,384.49	1.51	99.9
TRANSFERS OUT	742,572.00	.00	.00	742,572.00	.0
CONTINGENCIES AND RESERVES	174,327.00	.00	.00	174,327.00	.0
	<u>1,533,842.00</u>	<u>47,496.79</u>	<u>526,659.01</u>	<u>1,007,182.99</u>	<u>34.3</u>
DEPARTMENT 24:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>2,252,000.00</u>	<u>91,093.29</u>	<u>1,150,522.80</u>	<u>1,101,477.20</u>	<u>51.1</u>
	<u>( 165,000.00)</u>	<u>68,860.08</u>	<u>760,853.27</u>	<u>( 925,853.27)</u>	<u>461.1</u>

CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

WASTEWATER FUND

	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
SOURCE 03	( 4,500.00)	.00	.00	( 4,500.00)	.0
CHARGES FOR SERVICES	3,566,300.00	299,545.86	3,182,170.66	384,129.34	89.2
OTHER REVENUE	15,000.00	.00	89,279.95	( 74,279.95)	595.2
TRANSFER IN	.00	.00	.00	.00	.0
	<u>3,576,800.00</u>	<u>299,545.86</u>	<u>3,271,450.61</u>	<u>305,349.39</u>	<u>91.5</u>
<u>EXPENDITURES</u>					
WASTEWATER COLLECTION:					
PERSONAL SERVICES	675,298.00	47,576.68	574,410.55	100,887.45	85.1
MATERIAL AND SERVICES	290,500.00	4,489.58	118,278.91	172,221.09	40.7
CAPITAL OUTLAY	15,000.00	65.88	3,702.88	11,297.12	24.7
DEBT SERVICE	28,154.00	2,147.22	26,003.87	2,150.13	92.4
TRANSFERS OUT	226,533.00	.00	.00	226,533.00	.0
	<u>1,235,485.00</u>	<u>54,279.36</u>	<u>722,396.21</u>	<u>513,088.79</u>	<u>58.5</u>
WASTEWATER TREATMENT:					
PERSONAL SERVICES	45,461.00	2,461.44	50,466.60	( 5,005.60)	111.0
MATERIAL AND SERVICES	1,219,029.00	87,716.67	938,628.89	280,400.11	77.0
CAPITAL OUTLAY	15,000.00	.00	.00	15,000.00	.0
DEBT SERVICE	2,386.00	.00	2,384.49	1.51	99.9
TRANSFERS OUT	1,237,643.00	.00	.00	1,237,643.00	.0
CONTINGENCIES AND RESERVES	256,296.00	.00	.00	256,296.00	.0
	<u>2,775,815.00</u>	<u>90,178.11</u>	<u>991,479.98</u>	<u>1,784,335.02</u>	<u>35.7</u>
	<u>4,011,300.00</u>	<u>144,457.47</u>	<u>1,713,876.19</u>	<u>2,297,423.81</u>	<u>42.7</u>
	<u>( 434,500.00)</u>	<u>155,088.39</u>	<u>1,557,574.42</u>	<u>( 1,992,074.42)</u>	<u>358.5</u>



CITY OF BROOKINGS  
FUND SUMMARY  
FOR THE 11 MONTHS ENDING MAY 31, 2024

URBAN RENEWAL AGENCY FUND

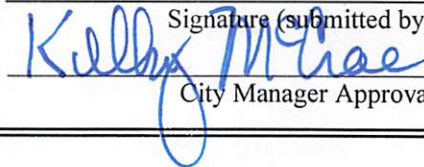
	BUDGET	PERIOD ACTUAL	YTD ACTUAL	REMAINING BUDGET	PCNT
<u>REVENUE</u>					
TAXES	724,170.00	5,376.96	757,006.01	( 32,836.01)	104.5
INTERGOVERNMENTAL	.00	.00	.00	.00	.0
OTHER REVENUE	2,000.00	.00	61,198.02	( 59,198.02)	3059.9
TRANSFERS IN	.00	.00	.00	.00	.0
	<u>726,170.00</u>	<u>5,376.96</u>	<u>818,204.03</u>	<u>( 92,034.03)</u>	<u>112.7</u>
<u>EXPENDITURES</u>					
GENERAL:					
PERSONAL SERVICES	.00	.00	.00	.00	.0
MATERIAL AND SERVICES	185,256.00	.00	33,884.91	151,371.09	18.3
CAPITAL OUTLAY	1,460,914.00	103,572.00	296,775.55	1,164,138.45	20.3
DEBT SERVICE	.00	.00	.00	.00	.0
TRANSFERS OUT	.00	.00	.00	.00	.0
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>1,646,170.00</u>	<u>103,572.00</u>	<u>330,660.46</u>	<u>1,315,509.54</u>	<u>20.1</u>
DEPARTMENT 20:					
CAPITAL OUTLAY	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 22:					
MATERIAL AND SERVICES	.00	.00	.00	.00	.0
DEBT SERVICE	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
DEPARTMENT 24:					
CONTINGENCIES AND RESERVES	.00	.00	.00	.00	.0
	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>
	<u>1,646,170.00</u>	<u>103,572.00</u>	<u>330,660.46</u>	<u>1,315,509.54</u>	<u>20.1</u>
	<u>( 920,000.00)</u>	<u>( 98,195.04)</u>	<u>487,543.57</u>	<u>( 1,407,543.57)</u>	<u>53.0</u>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & HR

Signature (submitted by)  
  
City Manager Approval

Subject:

Collective Bargaining Agreement with Brookings Police Association

Recommended Motion:

Motion to authorize the Interim City Manager to execute the City of Brookings Police Association Collective Bargaining Agreement for the period of July 1, 2024 to June 30, 2027.

Financial Impact:

The Finance Director estimates the cost of these revisions at \$146,000 for the coming fiscal year, which is approximately \$62,000 more than budgeted. However, with "salary savings" from unfilled positions and a projected unallocated fund balance, no budget adjustment may be necessary to accommodate this agreement.

Background/Discussion:

Submitted for Council consideration is an agreement with Brookings Police Association. The agreement that expires June 30, 2024, would remain the base agreement with the following key modifications.

1. Three year agreement term.
2.
  - a. Effective July 1, 2024, a salary increase of 3.1%.
  - b. Effective January 1, 2025, a market adjustment salary increase of 5.0%.
  - c. Effective July 1, 2025, a salary increase based on the All Cities CPI-W February Index with a minimum of 1.5% and a maximum of 3.5% plus a market adjustment salary increase of 1%.
  - d. Effective July 1, 2026, a salary increase based on the All Cities CPI-W February Index with a minimum of 1.5% and a maximum of 3.5%.
3. Various changes in the CBA language for clarification and legal update purposes.

Attachment:

- a. Agreement

**CITY OF BROOKINGS (POLICE)**  
**AND**  
**Brookings Police Association**  
**COLLECTIVE BARGAINING AGREEMENT**  
**JULY 1, 2024 - JUNE 30, 2027**

## TABLE OF CONTENTS

<u>PREAMBLE</u> .....	1
<u>ARTICLE 1 – RECOGNITION</u> .....	1
1.1 <u>Recognition</u> .....	1
<u>ARTICLE 2 - NON-DISCRIMINATION</u> .....	1
2.1 <u>Non-Discrimination</u> .....	1
2.2 <u>Gender</u> .....	1
<u>ARTICLE 3 - MANAGEMENT RIGHTS</u> .....	1
3.1 <u>Management Rights</u> .....	1
3.2 <u>Illustration</u> .....	2
<u>ARTICLE 4 - POLICIES &amp; PROCEDURES</u> .....	2
4.1 <u>Manuals</u> .....	2
<u>ARTICLE 5 - ASSOCIATION SECURITY</u> .....	2
5.1 <u>Hold Harmless</u> .....	2
5.2 <u>New Hires</u> .....	3
<u>ARTICLE 6 – WAGES</u> .....	3
6.1 <u>Wages</u> .....	3
6.2 <u>Pay Periods</u> .....	3
6.3 <u>Acting in Capacity</u> .....	3
6.4 <u>New Classification</u> .....	3
6.5 <u>Anniversary Date</u> .....	3
6.6 <u>Step Increases</u> .....	3
6.7 <u>Longevity</u> .....	4
6.8 <u>Police Dog Handler (K-9) Specialty Assignment Pay</u> .....	4
6.9 <u>Training</u> .....	4
6.10 <u>Language Differential</u> .....	4
6.11 <u>Shift Differential</u> .....	4
6.12 <u>Community Resource Officer (CRO)/School Resource Officer (SRO) Specialty Pay</u> .....	4
<u>ARTICLE 7 - CERTIFICATION PAY</u> .....	5
7.1 <u>Training Hours</u> .....	5
7.2 <u>DPSST Certification Pay</u> .....	5
<u>ARTICLE 8 - HOURS OF WORK</u> .....	5
8.1 <u>Work Week\Day</u> .....	5
8.2 <u>Breaks</u> .....	5
8.3 <u>Flexible Work Schedule</u> .....	5
8.4 <u>Work Schedule</u> .....	5
8.5 <u>Police Officer Shift Rotation</u> .....	6
8.5.2 <u>Shift Bidding</u> .....	7
8.6 <u>Trade Days</u> .....	7
8.7 <u>Travel To/From Assignments</u> .....	7
<u>ARTICLE 9 – OVERTIME</u> .....	8
9.1 <u>Overtime</u> .....	8
9.2 <u>Compensatory Time</u> .....	8
9.3 <u>Conversion of Paid Leave</u> .....	8
<u>ARTICLE 10 - CALL BACK TIME</u> .....	8
10.1 <u>Call-Back</u> .....	8
<u>ARTICLE 11 – HOLIDAYS</u> .....	9
11.1 <u>Holidays</u> .....	9
11.2 <u>Part Time</u> .....	9
11.3 <u>Holiday Work</u> .....	9
<u>ARTICLE 12 – VACATIONS</u> .....	9
12.1 <u>Accrual Rates</u> .....	9



12.2	<u>Pay Rate</u>	10
12.3	<u>Continuous Service</u>	10
12.4	<u>Death or Termination</u>	10
12.5	<u>Accrual</u>	10
12.6	<u>Scheduling</u>	10
<u>ARTICLE 13 - SICK LEAVE</u>		10
13.1	<u>Accrual</u>	10
13.2	<u>Utilization</u>	10
13.3	<u>Family Illness</u>	11
13.4	<u>Compassionate Leave</u>	11
13.5	<u>Immediate Family</u>	11
13.6	<u>Integration With Worker's Compensation</u>	11
13.7	<u>Maternity/Parental Leave</u>	11
13.8	<u>Transfer of Sick Leave</u>	11
<u>ARTICLE 14 - ASSOCIATION LEAVE</u>		12
14.1	<u>Stewards</u>	12
<u>ARTICLE 15 - OTHER LEAVES OF ABSENCE</u>		12
15.1	<u>Jury Duty/Witness</u>	12
15.2	<u>Military and Peace Corps Leave</u>	12
15.3	<u>Leave Without Pay</u>	12
<u>ARTICLE 16 – SENIORITY</u>		12
16.1	<u>Definition</u>	12
16.2	<u>Seniority List</u>	12
16.3	<u>Lay Off</u>	12
16.4	<u>Bumping</u>	12
16.5	<u>Recall</u>	13
16.6	<u>Probationary Period</u>	13
16.7	<u>Promotional Probationary Period</u>	13
<u>ARTICLE 17 - JOB DESCRIPTIONS</u>		13
17.1	<u>Job Descriptions</u>	13
<u>ARTICLE 18 - CLOTHING AND EQUIPMENT</u>		13
18.1	<u>Uniforms/Equipment</u>	13
18.2	<u>Protective Vest</u>	14
18.3	<u>Detective Clothing Allowance</u>	14
<u>ARTICLE 19 - EMPLOYEES RESIDENCE</u>		14
19.1	<u>Residency</u>	14
<u>ARTICLE 20 - MILEAGE AND PER DIEM</u>		14
20.1	<u>Per Diem</u>	14
20.2	<u>Mileage</u>	14
<u>ARTICLE 21 - EXTRA DUTY AND RESERVES</u>		14
21.1	<u>Extra Duty</u>	14
21.2	<u>Reserves</u>	14
<u>ARTICLE 22 – RETIREMENT</u>		14
22.1	<u>Retirement</u>	14
<u>ARTICLE 23 - HEALTH INSURANCE</u>		15
23.1	<u>Medical, Dental and Vision</u>	15
23.2	<u>Health Savings Account (HSA)</u>	15
23.3	<u>Part-Time Employees</u>	15
<u>ARTICLE 24 - LIFE INSURANCE</u>		15
24.1	<u>Life Insurance</u>	15
<u>ARTICLE 25 - LIABILITY AND INDEMNIFICATION</u>		15
25.1	<u>Liability Insurance</u>	16
<u>ARTICLE 26 - EDUCATIONAL REIMBURSEMENT</u>		16

26.1	<u>Educational Reimbursement</u>	16
<u>ARTICLE 27 – DISCIPLINE</u>		16
27.1	<u>Discipline</u>	16
27.2	<u>Discharge</u>	16
27.3	<u>Right to Representation</u>	16
27.4	<u>Personnel Orders</u>	17
27.5	<u>General Procedures</u>	17
27.6	<u>Complaints</u>	17
27.7	<u>When the Investigation Results in Departmental Charges Being Filed</u>	18
27.8	<u>Criminal Investigations</u>	18
27.9	<u>Time Requirements for Complaints</u>	18
<u>ARTICLE 28 - USE OF ALCOHOL AND DRUGS</u>		19
28.1	<u>City Policy Applicability and Employee Rights</u>	19
<u>ARTICLE 29 - PERSONNEL FILES</u>		20
29.1	<u>Inspection</u>	20
29.2	<u>Employee Response</u>	20
29.3	<u>Employee Signature</u>	20
29.4	<u>Removal of Disciplinary Actions</u>	20
<u>ARTICLE 30 - GRIEVANCE PROCEDURE</u>		20
30.1	<u>Procedure</u>	20
	<u>Step 1</u>	20
	<u>Step 2</u>	20
	<u>Step 3</u>	21
	<u>Step 4</u>	21
	<u>Step 5</u>	21
30.2	<u>Expenses</u>	21
30.3	<u>Time Limits</u>	21
<u>ARTICLE 31 - NO STRIKE - NO LOCKOUT</u>		22
31.1	<u>Strike</u>	22
31.2	<u>Discipline</u>	22
31.3	<u>Association's Responsibility</u>	22
31.4	<u>Picket Line</u>	22
31.5	<u>Lockout</u>	22
<u>ARTICLE 32 - BULLETIN BOARD</u>		22
32.1	<u>Bulletin Board</u>	22
<u>ARTICLE 33 - OUTSIDE EMPLOYMENT</u>		22
33.1	<u>Application</u>	22
33.2	<u>City Response</u>	22
33.3	<u>Revocation</u>	23
<u>ARTICLE 34 - SAVINGS CLAUSE</u>		23
34.1	<u>Savings Clause</u>	23
<u>ARTICLE 35 - TERM OF AGREEMENT</u>		23
35.1	<u>Term</u>	23

## PREAMBLE

This agreement is entered into between the City of Brookings, Oregon, herein called "City" and Brookings Police Association, 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 1 – RECOGNITION

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

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

For the sole purpose of obtaining PORAC LDF coverage, non-represented supervisors (administration) to include dispatch supervisor who are involved in the day-to-day operations of the Brookings Police Department will be recognized as members of the Association.

Payment for administration's PORAC LDF membership fees will be made to the Association on a yearly basis, due on January 31st. In the event of a change in PORAC LDF membership fees, the Association will notify administration of the change and the difference will be paid to the Association at that time.

## ARTICLE 2 - NON-DISCRIMINATION

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

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

## ARTICLE 3 - MANAGEMENT RIGHTS

3.1 Management Rights. Except as otherwise expressly and specifically limited by the terms of this Agreement, the City retains all its customary, usual and exclusive rights, decision-making prerogatives, functions and authority connected with or in any way incidental to its responsibility to manage the affairs of the City or any part of the City. The contractual rights of employees in the bargaining unit and the Association are expressly limited to those specifically set forth in the Agreement, and the City retains all prerogatives, functions and rights not specifically limited by the Agreement. The City shall have no obligation with the Association with

respect to the exercise of its discretion and decision-making. Any such subjects covered by the terms of this Agreement are closed to further negotiations for the term hereof, and any subject which was or might have been raised by either party in the course of collective bargaining, is closed for the term thereof.

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

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

#### ARTICLE 4 - POLICIES & PROCEDURES

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

#### ARTICLE 5 - ASSOCIATION SECURITY

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



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

## ARTICLE 6 – WAGES

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

Effective July 1, 2024, or upon execution, whichever is later, salary scales will be increased by 3.1%.

Effective January 1, 2025, as a market adjustment, salary scales will be increased by 5%.<sup>1</sup>

Effective July 1, 2025, salary scales will be increased by the 12-month change in the All Cities CPI-W index ending the preceding February, with a minimum of 1.5% and a maximum of 3.5%. In addition, and at the same time, salary scales will be increased by a 1% market adjustment.<sup>2</sup>

Effective July 1, 2026 salary scales will be increased by the 12-month change in the All Cities CPI-W index ending the preceding February, with a minimum of 1.5% and a maximum of 3.5%.

6.2 Pay Periods. Employees shall be paid semi-monthly on the 15<sup>th</sup> and the last day of the month. In the event the regular payday falls on a recognized holiday or weekend day, employees shall be paid on the preceding regular work day. Employees will be paid one-half of their monthly salary, as determined in Appendix A, on each pay day. The employee's monthly salary shall be converted to an hourly rate for the purposes of calculating overtime.

6.3 Acting in Capacity. An employee who is temporarily assigned the responsibilities and duties incident to a position higher than that of his regular grade for a continuous period longer than two (2) work weeks shall be paid at the next higher rate of such position for the duration of the assignment. A temporary assignment to a higher position shall not result in a salary change for the employee required to assume the higher position unless such period of time exceeds two (2) weeks.

6.4 New Classification. In the event the City establishes a new classification which is appropriately included in the bargaining unit, the City shall establish a rate of pay for said classification and shall so notify the Association. The Association may, within fifteen (15) days of the receipt of the aforementioned notice, notify the City in writing of its desire to negotiate the wage rate. Nothing contained herein shall prevent the City from filling the position at the rate the City established unless negotiations have produced a new rate prior to the filling of the position.

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

6.6 Step Increases.

- a. An employee shall receive a merit increase upon the successful completion of probation, payable retroactively to their one-year anniversary hiring date.

---

<sup>1</sup> This market adjustment is in lieu of an offered residency stipend.

<sup>2</sup> This market adjustment is in lieu of an offered residency stipend

- b. Employees will receive annual performance evaluations.
- c. An employee who achieves a satisfactory performance evaluation shall receive subsequent merit advancement on his anniversary date as defined in Section 6.5. Such step increases shall be within the approved salary range for the position occupied by the employee.

6.7 Longevity. Officers, Communications Officers, 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:

<u>Years of Service</u>	<u>Percent</u>
8	1.0%
10	1.5%
12	2.5%
15	5.0%
20	7.5%

Note: The above percentages are not cumulative. Example: At 10 years of service, an employee receives a total of 1.5% of base pay for longevity; not 2.5%. Years of Service is on their anniversary date. If an employee's initial anniversary date is February 1, 2010, they would be eligible for 1.0% on February 1, 2018, the 8th anniversary.

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

6.9 Training. Sworn officers assigned by management as a 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.

Communications Officers assigned by management as a Training Officer/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.

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

6.11 Shift Differential. Police Officers, Detective, and Communications Officers will receive an additional one (1%) percent of their normal rate of pay while working a graveyard shift. This is in addition to any premium pays the employee is already entitled to.

6.12 Community Resource Officer (CRO)/School Resource Officer (SRO) Specialty Pay. Employees assigned to the specialty assignment of either CRO or SRO will receive an additional 3%, upon assignment, of their normal rate of pay when assigned as a CRO or SRO. Specialty pay will increase to 5% on the first of the month closest to their one-year anniversary. This is in addition to any premium pays the employee is already entitled to.

## ARTICLE 7 - CERTIFICATION PAY

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

7.2 DPSST Certification Pay. Police Officers, Detectives 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 <u>Degree</u>	Bachelors <u>Degree</u>	<u>Basic</u>	<u>Intermediate</u>	<u>Advanced</u>
Communications Officer	1%	2%	0%	3%	6%
Patrol Officer	1%	2%	0%	3%	6%
Detectives	1%	2%	0%	0%	6%

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

8.1 Work Week\Day. The work week shall normally consist of five (5) consecutive eight (8)-hour days with two (2) consecutive days off. At the discretion of the City, a 4-10 work schedule may be implemented, consisting of four (4) consecutive ten (10)-hour days with three (3) consecutive days off, or, for sworn officers, a mutually agreed-upon 12-hour schedule may be utilized. Eight (8) consecutive hours of work, or ten (10) if working a 4-10 schedule, within a twenty-four (24) hour period shall normally constitute the regular work day. During shift rotation, this article will be waived with the understanding no employee will work more than 80 hours in the two-week rotation period. The City will provide fourteen (14) calendar days' notice to employees when changing the work days hours from the 5/8 schedule to the 4/10 schedule or back.

8.2 Breaks. Each employee shall receive a paid one-half ( $\frac{1}{2}$ ) hour lunch break and two fifteen (15) minute rest breaks with pay per normal shift. However, employees will be expected to remain on duty and/or on call during such breaks, as directed.

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

8.4 Work Schedule. Each employee shall be scheduled to work on a regular shift, and each employee shall have regular starting and quitting times within the work day. The grave relief shift shall have a schedule of two (2) days of Graves followed by three (3) days of Mids. (Note: a Mid shift is a shift that overlaps both day and swing shifts.) Employees shall receive a minimum of ten (10) hours off between scheduled shifts, absent emergency situations, court appearances or scheduled training. Except for emergency situations, unless mutually agreed to by affected

parties, changes in regular work schedules shall be posted at least fourteen (14) calendar days in advance. Any schedule changes, mandated by a supervisor, occurring less than 14 days prior to the regular work schedule, will result in the employee being compensated at their normal overtime rate for all hours worked outside the regularly scheduled shift. The overtime penalty only applies to management mandated schedule changes, not for emergencies, nor mutually agreed changes.

8.5 Police Officer 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. The most-senior police officer shall select a work shift for one three-month period and the remaining officers shall follow suit, by decreasing seniority, until all officers have had the opportunity to select a shift for any 3-month period. The most-senior police officer shall then select a shift for a second 3-month period, followed by the remaining officers by seniority, and the process will be repeated in this fashion until all officers have selected shifts for the time period in question. Officers will not be permitted to remain on the same shift for more than six (6) consecutive months, either within the same calendar year or within any two calendar years. The year's shift schedule shall be posted no later than December 15<sup>th</sup> for the following calendar year.

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

8.5.1 Communications Officers Shift Rotation. Employees working rotating shifts shall bid for shifts during the month of November for each half of the following calendar year (January 1 through June 30 and July 1 through December 31). Shift selection shall be by seniority within the bargaining unit. The most-senior Communications Officer shall select a work shift for one six-month period and the remaining Communication Officers shall follow suit, by decreasing seniority, until all Communications Officers have had the opportunity to select one 6-month period. The most-senior Communications Officer shall then select a shift for a second 6-month period, followed by the remaining Communications Officers by seniority, and the process will be repeated in this fashion until all Communications Officers have selected shifts for the time period in question. Communications Officers will not be permitted to remain on the graveyard shift for more than twelve (12) consecutive months, either within the same calendar year or within any two calendar years without prior approval from the Chief of Police or their designee. The year's shift schedule shall be posted no later than December 15<sup>th</sup> for the following calendar year.

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

#### 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.
- 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.

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

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 employee's compensatory leave account. If the employee's 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

9.1 Overtime. The City agrees to pay for overtime at the rate of one and one-half (1½) times the employee's current wage rate for each hour worked in excess of eight (8) per day if employee is on a 5 day-8 hour schedule, ten (10) per day if employee is on a 4 day-10 hour schedule or twelve (12) per day if employee is on a 12 hour per day schedule; or all work performed in excess of forty (40) hours in a seven (7) day period.

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

9.2 Compensatory Time. An employee shall be compensated for overtime worked in the form of payment or compensatory time off at the employee's option to an accumulated maximum of one hundred fifty (150) hours. The City shall make payment for overtime worked after the employee has accumulated the above noted one hundred fifty (150) hours of compensatory time, as long as funds budgeted for overtime are available. At the point at which budgeted overtime funds have been expended, the City shall have the right to schedule employees to take time off in excess of the aforementioned one hundred fifty (150) hours. Requests for compensatory time off will be submitted with as much advance notice as possible. In the event a request is denied, the employer may offer alternative dates to be taken.

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

## ARTICLE 10 - CALL BACK TIME

10.1 Call-Back. An employee called back to work, except for court appearances in Brookings, in a work-related matter more than one (1) hour prior to the beginning or one (1) hour after the completion of a scheduled shift shall receive a minimum of three (3) hours pay at the overtime rate.

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

#### ARTICLE 11 – HOLIDAYS

11.1 Holidays. In lieu of recognized holidays, full time employees working a regular schedule shall receive an additional eight (8) hours of vacation pay per month. Use of vacation is as described in Article 12.

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

11.3 Holiday Work. Employees who are assigned to work on the Holiday Coverage Schedule, per Article 8 of this Agreement, shall be compensated at the current rate plus one half (1/2) the regular rate of pay for each scheduled hour worked between 12:00 a.m. and 11:59 p.m. on the following Holidays:

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

Communications Officers mandated to work on Thanksgiving and Christmas, on a regularly scheduled day off, shall be compensated at double time (2) hours for actual hours worked on the Holiday.

Articles 9 and 10 still apply in addition to any holiday premium pay.

#### ARTICLE 12 – VACATIONS

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

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

\*Includes hours earned from Holiday, Article 11.

Employees shall advance to the next bracketed vacation accrual rate at the completion of the specified number of years of service, i.e. an employee hired on March 1, 2004 would start accruing vacation at the 216-hour rate beginning March 1, 2009. Employees in the first twelve months of employment earn eight (8) hours a month of vacation and will be credited an additional ninety-six (96) hours on their first anniversary date. Part-time employees shall be

credited with pro-rata vacation credits based on the accrual of a full-time employee with one year of service.

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

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

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

12.5 Accrual. Employees shall be permitted and encouraged to take a portion of, or all of their vacation time depending upon service requirements as determined by the City, but no more than forty (40) hours more than can be earned in a one-year period may be accrued at any time without prior approval of the Chief and City Manager. An employee will not lose vacation time that exceeds the cap if the failure to take vacation is caused by emergency staffing shortages or if scheduled vacation is subsequently cancelled by the City.

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

## ARTICLE 13 - SICK LEAVE

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

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



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

13.3 Family Illness. As allowed by Oregon or federal law, sick leave may be used in the event of serious illness or injury to a member of the employee's immediate family which requires the employee's presence to either care for or arrange for the care of said family member. In the event of use of leaves under applicable medical leave law, after three (3) days of absence, per occurrence, the employee will first use all compensatory time, vacation time and then sick leave. Employees with sick leave accumulation above 300 hours may use sick leave prior to other leaves first as long as the 300 accumulation is maintained.

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

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

13.5 Immediate Family. For purposes of this Article, but as specifically applicable to the type of leave requested, the employee's immediate family may include the employee's spouse, domestic partner, children, parents, mother-in-law, father-in-law, brothers, sisters, grandparents, grandchildren, or other dependents living in the employee's household. The City will adhere to the FMLA, OFLA and PLO definitions as applicable.

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 full salary and benefits for the first 100 calendar days of lost time as a result of an on the job injury or illness. During the initial 100 calendar day period, the employee shall remit to the City any workers' compensation received from the City's Workers' Compensation carrier. After the initial 100 calendar day period, an employee may supplement the pay from the City's 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.

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

13.8 Transfer of Sick Leave. Employees who have exhausted all accrued leave benefits may obtain sick leave from other City employees (with their written consent) if they require extended time off for an illness or injury. Only employees with more than 240 hours of accumulated sick leave may make contributions, and no employee may contribute more than 40 hours per year to any other employee.

No employee can receive more than 240 hours of contributed sick leave in any one calendar

year. Employees receiving leave transfers from other employees must provide written documentation from an attending physician that such leave is required.

#### ARTICLE 14 - ASSOCIATION LEAVE

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

#### ARTICLE 15 - OTHER LEAVES OF ABSENCE

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

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

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

#### ARTICLE 16 – SENIORITY

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

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

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

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

which time their salary shall be adjusted to the step in the new range closest to their former salary.

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

16.6 Probationary Period. New non-sworn employees shall be on probation without seniority for the first twelve (12) months of their employment. Sworn employees shall be on probation without seniority for the first eighteen (18) months of their employment, except that sworn lateral hires, a lateral hire being an employee with prior law enforcement certification, shall be on probation without seniority for twelve (12) months post Oregon DPSST certification, not to exceed eighteen (18) months from date of hire. During this probationary period, employees may be laid off or terminated at the discretion of the City. Probationary employees laid off or terminated shall have no recourse to the grievance procedure of this Agreement. After the appropriate probation period, new employees will be assigned regular work status and given seniority rights as of the last date of employment.

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

## ARTICLE 17 - JOB DESCRIPTIONS

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

## ARTICLE 18 - CLOTHING AND EQUIPMENT

18.1 Uniforms/Equipment. The City agrees to provide clothing and equipment exclusive of footwear, to each employee performing duties in a City-prescribed uniform as per past practice.

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

The City agrees to give each member of the Patrol Division a \$150 allowance each calendar year, to purchase boots.

The City will continue to purchase a protective vest as detailed in Article 18.2. The City will supply newly hired patrol members all necessary uniforms and equipment including a \$150 boot allowance.

The City will replace equipment that is worn and damaged during the course of normal on-duty activity.

18.2 Protective Vest. 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.

18.3 Detective Clothing Allowance. Detectives shall receive \$600 per year clothing allowance. Sworn employees shall be eligible for this allowance if they serve as Detective during all or part of the calendar year. The initial allowance for Detective clothing will be \$300, and then \$150 paid quarterly thereafter.

The employer may not penalize or attempt to collect any portion of this allowance from the employee, upon the departure of the employee from the Detective position.

#### ARTICLE 19 - EMPLOYEES RESIDENCE

19.1 Residency. Police Officers must live in a location which permits a maximum thirty (30) minute physical response time to the police department offices. The Chief may allow special exceptions to this requirement.

#### ARTICLE 20 - MILEAGE AND PER DIEM

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

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

#### ARTICLE 21 - EXTRA DUTY AND RESERVES

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

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

#### ARTICLE 22 – RETIREMENT

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

## ARTICLE 23 - HEALTH INSURANCE

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

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 HDHP Plan through pre-tax payroll deductions.

Eligibility is subject to the terms of CCIS insurance provider.

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

23.2 Health Savings Account (HSA). For twelve months beginning July 1, 2024, on the first pay date of each month, the City will contribute \$333.33 per month to each employee's HSA account with employee plus one or more dependents elected, or \$208.33 per month in the employee's HSA account with employee only elected.

On the first pay date of the month in the months of January, April, July, and October, the City will contribute one-fourth (25%) of the employee's deductible to each employee's HSA account based on the employee's enrollment. Probationary employees will receive their contribution in monthly installments, on the first pay date of each month, equal to one-twelfth (8.33%) of their deductible, based on each employee's enrollment. A probationary employee shall become eligible for the aggregate contributions mentioned in the previous paragraph beginning the first January following the successful completion of the probation period and will no longer receive the smaller amounts.

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

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

## ARTICLE 24 - LIFE INSURANCE

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

## ARTICLE 25 - LIABILITY AND INDEMNIFICATION

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

## ARTICLE 26 - EDUCATIONAL REIMBURSEMENT

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

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

## ARTICLE 27 – DISCIPLINE

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

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

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

27.2 Discharge. If the City determines there may be just cause for the discharge of an employee, the City shall deliver to the employee and the Association a written notice of such possible action. Such notice shall specify the principal grounds for such action. For law enforcement officers, "just cause" for discipline shall be determined in accordance with ORS 243.808. Any protest of the discharge of an employee shall be through the grievance procedure set forth in this Agreement and filed at step 2.

27.3 Right to Representation. An employee who has reasonable suspicion that disciplinary action may result from a meeting with a supervisor has a right, upon request, to have a

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

**27.4 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.

**27.5 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:

27.5.1 The employee will be informed prior to the interview if the Employer believes the employee is a subject of the investigation.

27.5.2 The employee will be informed as to the categorization of the complaint. The Employer will categorize complaints as either informal, formal, or incomplete.

**27.6 Complaints.** Complaint investigations will be conducted using the following procedure:

27.6.1 Supervisor shall determine a range of corrective actions that may be considered if the conduct is proven to be true.

27.6.2 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, 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.

27.6.3 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.

27.6.4 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.

27.6.5 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.

27.6.6 The Employer shall make a good faith reasonable 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.

27.6.7 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.

27.6.8 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.

27.6.9 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.

27.6.10 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.

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

27.7 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, including all supporting or relied upon materials 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.

27.8 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 Detective shall notify the employee of the criminal nature of the investigation; (2) The Detective shall notify the employee that a refusal to answer questions asked by the Detective 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.

27.9 Time Requirements for Complaints.



27.9.1 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.

27.9.2 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.

27.9.3 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.

27.9.4 Time frames referenced in this Article may be extended through mutual agreement. 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 28 - USE OF ALCOHOL AND DRUGS**

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

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

## ARTICLE 29 - PERSONNEL FILES

29.1 Inspection. Each employee shall have the right, upon request, to review and obtain, at his own expense, copies of the contents of their personnel file, exclusive of material received prior to the date of their 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 their 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 their personnel file, including merit ratings, written reprimands, demotions, suspensions, or discharge. Signing does not necessarily indicate agreement. In accordance with this section, each piece of material of a derogatory nature to be signed by the employee shall bear a statement next to the signature lines that states: "Signing Does Not Necessarily Indicate Agreement".

29.4 Removal of Disciplinary Actions. Upon request of the employee, disciplinary actions shall be removed from the personnel file after twenty-four (24) months or thirty-six (36) months in the event of a suspension if no subsequent discipline has been imposed. Negative or corrective advisory communications placed in a working file will be removed twelve (12) months after the information is placed in the employee's file. All disciplinary documents removed from the personnel file shall be retained in a separate file and will be subject to release based upon a background release, a valid subpoena, court order, a union claim for lack of notice, or for a claim of disproportionate application of discipline.

## ARTICLE 30 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

Step 4. Mediation. In the event no agreement is reached in Step 3 and within ten (10) days of the City Manager's response in Step 3, either party, the Association, or the City, may request mediation. Mediation is a required step, except for termination cases. The parties will agree to a mutually acceptable mediator or agree to use a mediator appointed by the ERB or other agreed provider. Costs for the mediator shall be shared. Mediation will have a cap of 60 days from notice of election to mediate. The parties must meet at least twice in the mediation process, unless otherwise agreed, and the parties agree to act in good faith to resolve the dispute. If the grievance remains unsettled after the 60 days, either party may move to Step 5, binding arbitration. Requests for Arbitration by the moving party must be within the next 30 days or the grievance ends. The parties may mutually agree to extend the 60 days, but such must occur before the expiration of the initial 60 days.

Step 5. Arbitration. In the event no agreement is reached in Step 4, either the Association or the City may notify the other of its intent to take the matter to arbitration.

If the parties cannot mutually agree on an arbitrator, the moving party shall request from the Employment Relations Board a list of nine (9) arbitrators and except for disciplinary grievances involving law enforcement officers, the moving party shall strike the first name. The parties shall then alternately strike names from the list until only one remains. Selection of an arbitrator and setting a hearing date must occur within 30 days of receiving the list of arbitrators, unless otherwise mutually agreed in writing. A party failing to meet these timelines forfeits their position. For disciplinary grievances involving law enforcement officer misconduct, as referenced in ORS 243.706 and ORS 243.808, arbitrator selection shall be in accordance with ORS 243.808.

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

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

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

30.3 Time Limits. Any time limits specified in this Article may be extended by mutual written agreement of the parties. Otherwise, all parties subject to these procedures shall be bound to

the time limits contained herein. If either party fails to follow such limits, the following shall result:

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

#### ARTICLE 31 - NO STRIKE - NO LOCKOUT

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

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

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

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

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

#### ARTICLE 32 - BULLETIN BOARD

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

#### ARTICLE 33 - OUTSIDE EMPLOYMENT

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

- 1. In no way distract from the efficiency of the employee in his work for the City
- 2. In no way conflict with the interest of the City or be a discredit to the City
- 3. Not take preference over work required by City employment

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

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

#### ARTICLE 34 - SAVINGS CLAUSE

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

#### ARTICLE 35 - TERM OF AGREEMENT

35.1 Term. Except for those provisions which expressly state otherwise, this Agreement shall be effective July 1, 2024, or upon execution, whichever is later, and shall remain in full force and effect through June 30, 2027. This Agreement shall remain in full force and effect during the negotiations for any successor agreement.

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

For the City:

For the Association:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## APPENDIX A – WAGE SCHEDULE

<b>Effective 7/1/2024</b>	<b>Step Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Detective	<b>12</b>	5375	5644	5926	6222	6533	6860	7203
Police Officer	<b>10</b>	4874	5118	5374	5643	5925	6221	6532
Communications Officer	<b>6</b>	4014	4215	4426	4647	4879	5123	5379

<b>Effective 1/1/2025</b>	<b>Step Grade</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Detective	<b>12</b>	5644	5926	6222	6533	6860	7203	7563
Police Officer	<b>10</b>	5118	5374	5643	5925	6221	6532	6859
Communications Officer	<b>6</b>	4215	4426	4647	4879	5123	5379	5648

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: PWDS

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

---

Subject: Appeal Fee Refund Request

Recommended Motion:

1. Motion to authorize Bruce Nishioka's refund request of appeal fees
2. Motion to deny Bruce Nishioka's refund request of appeal fees

Financial Impact:

\$3,314 Appeal filing fee, plus additional unpaid \$634.90 in fee recovery costs

Background/Discussion:

On April 2, 2024 the Planning Commission approved a Conditional Use Permit (CUP-5-24) to permit rental storage units at 508-250 Hemlock Street. On April 11, 2024 Attorney Bruce Nishioka filed an appeal of the Planning Commission's decision to the City Council and paid the \$3,314 filing fee. The Appeal filing fee is equal to the original application fee paid by the CUP applicant with the condition that if the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed for staff and/or consultant's time and other associated costs incurred with processing the application. Total costs incurred for processing the appeal to City Council totaled \$3,948.90, leaving a balance due of \$634.90.

The City Council heard the appeal on May 13, 2024 and voted unanimously to affirm the Planning Commission's approval of CUP-5-24.

Mr. Nishioka is requesting a refund of the filing fees he paid of \$3,314.

Attachment(s):

- a. 5-26-2024 Bruce Nishioka Letter Requesting Refund
- b. 6-11-2024 Lauri Ziemer Letter Appeal Process Cost Recovery

**LAW OFFICE OF BRUCE NISHIOKA PC**  
**ATTORNEY AT LAW**

CALIFORNIA  
Point Saint George Place  
Crescent City, CA 95531  
CSB #153321

**Mailing Address:** P.O. Box 1450  
Brookings, OR 97415  
Telephone (541) 469-0460  
Facsimile (541) 469-2209  
Email: [bruce.nishioka@bnlawoffice.com](mailto:bruce.nishioka@bnlawoffice.com)

OREGON  
509 Hemlock Street  
Brookings, OR 97415  
OSB #011368

**RECEIVED**

**MAY 28 2024**

May 26, 2024

**CITY OF BROOKINGS**

*Vial Personal Delivery, email [tolziemer@brookings.or.us](mailto:tolziemer@brookings.or.us) and Hand Delivery*

Lauri Ziemer, Public Works/Dev. Services  
City of Brookings  
898 Elk Drive  
Brookings, OR 97415

Re: Applicant: Rick Gray/Hemlock Street Properties, LLC  
Subject: Conditional Use Permit  
File No.: CUP-5-24

Dear Ms. Ziemer:

I have neither received the formal written decision of the City Council on the CUP-5-24, nor can I find it on the City's website. Will you please email it to me as soon as possible? I need it for filing the LUBA appeal. If necessary, I can have it picked up at the City on Tuesday morning.

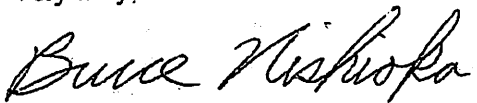
This is also a request for refund of the entire fee the City charged me to file the appeal. Pursuant to ORS 227.175. That statute requires, "The governing body shall establish fees charged for processing permits at an amount no more than the actual or average cost of providing that service." I think the City violates this statute in four ways. First, I believe the word "establish" means a set fee, not one that is conditioned upon a subsequent audit. Second, I do not think the City's fee comes close to the actual or average cost. Third, I think the outrageous fee the City now charges is a State and U.S. Constitutional violation in that it prohibits the average citizen Due Process. Fourth, the high fee amount violates Oregon Statewide Planning Goal 1 in that it prohibits public involvement in land use planning.

I note that other cities have "established" fees for appeals to the city. Salem's fee is \$250. If Brookings's refuses to refund (what I contend is an illegal fee) and maintains the fee is subject to a refund based on the City's expense for the appeal, then I formally request a detailed audit of the City's cost for my appeal.



Thank you in advance for your professional handling of my requests.

Very truly,

A handwritten signature in cursive script that reads "Bruce Nishioka". The signature is fluid and written in dark ink.

Bruce Nishioka



# City of Brookings

898 Elk Drive, Brookings, OR 97415

(541) 469-1103 Fax (541) 469-3650 TTY (800) 735-1232

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

PUBLIC WORKS AND DEVELOPMENT SERVICES DEPARTMENT

June 11, 2024

Mr. Bruce Nishioka  
Attorney at Law  
PO Box 1450  
Brookings, OR 97415

Subject: APP-1-24 – Cost Recovery

Dear Bruce:

As the applicant in APP-1-24 you submitted appeal fees in the amount of \$3,314 as required by resolution to cover costs of processing this matter. All costs are tracked and the appeal fee is adjusted up or down accordingly.

Employee time and costs involved in this appeal process have been calculated and the Project Time/Cost Sheet is attached. Costs totaled \$3,948.90, leaving a balance due of \$634.90.

I have forwarded your letter of May 26, 2024 requesting a refund of the initial fees to the City Manager for City Councils review and determination. Once a date to be put on the City Council agenda is set you will be notified.

If you have any questions, feel free to contact me.

Sincerely,

Lauri Ziemer  
Deputy Director PWDS

Attachments

Applicant	Bruce Nishioka
Project Title	APPEAL OF CUP-5-24
Planning File #	APP-1-24/CUP-5-2024

**Staff Time Expended**

Employee	Total Hours	Rate/hr	Amount
Brooklyn Osterhage	3.5	\$ 36.82	\$ 128.87
Michelle Robidoux	2.75	\$ 34.62	\$ 95.21
Keyya Malmburg	0.5	\$ 18.66	\$ 9.33
Lauri Ziemer	12	\$ 56.80	\$681.60
Tony Baron	13.5	\$ 90.14	\$1,216.89
<b>Total</b>	<b>32.25</b>		<b>\$ 2,131.90</b>

**Contracted Services: (Attach Copy of Invoice)**

Contractor		Amount
Attorney Lori Cooper	5.9 hours x 235 per hour	\$ 1,386.50
<b>Total</b>		<b>\$ 1,386.50</b>

**Additional Costs: (Attach Copy of Invoice)**

Service	Date of Service	Amount
Print 32 Neighbor Notices 2 pgs x .10¢ per page	4/29/2024	\$ 6.40
10-day Neighbor Notice Postage	4/29/2024	\$ 20.80
Public Notice - Curry Reporter	5/1/2024	\$ 262.50
Print 8 Agenda Packets 176 pgs x .10¢ per page	5/9/2024	\$ 140.80
<b>Total</b>		<b>\$ 430.50</b>

<b>Staff Time Total</b>		<b>\$ 2,131.90</b>
<b>Contract Services Total</b>		<b>\$ 1,386.50</b>
<b>Additional Costs Total</b>		<b>\$ 430.50</b>
<b>Total</b>		<b>\$ 3,948.90</b>

Application Fee Submitted	\$ 3,314.00
Amount Due	<-634.90>

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

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

---

Subject:

Adoption of an updated Master Fee Schedule

Recommended Motion:

Adopt Resolution 24-R-1265, updating the Master Fee Schedule and repealing Resolution 23-R-1238, effective July 1, 2024.

Financial Impact:

Approximately 3.1% increase in revenues of specific fee categories per occurrence.

Background/Discussion:

The Master Fee Schedule is reviewed by staff annually to determine where changes are appropriate. The most recent 2023 Master Fee Schedule was adopted by Council on April 10, 2023, pursuant to Resolution 23-R-1238.

The 2024 Master Fee Schedule is attached as "Exhibit A". It includes a cost-of-living increase (CPI-W February) of 3.1% rounded to the nearest dollar on most items. There are some costs that are not increased annually because of the amount (i.e. increase of less than \$0.50) and might be increased every few years.

Council discussed the Master Fee Schedule in a workshop on June 17, 2024. The consensus was to bring forward the updated schedule to a regular Council meeting with a 3.1% increase.

Attachment(s):

- a. Resolution 24-R-1265
- b. Master Fee Schedule with proposed 2024 revisions

**CITY OF BROOKINGS  
STATE OF OREGON**

**RESOLUTION 24-R-1265**

**A RESOLUTION OF THE CITY OF BROOKINGS UPDATING THE BROOKINGS MASTER FEE SCHEDULE AND REPEALING 23-R-1238**

**WHEREAS**, the City of Brookings adopted the Brookings Master Fee Schedule under Resolution 09-R-610; and

**WHEREAS**, Resolution 09-R-910 established the method of updating the Brookings Master Fee Schedule (Fee Schedule) by Resolution, recognizing that the establishment of certain fees from time to time is necessary to recover the true cost of providing services; and

**WHEREAS**, Resolution 09-R-910 also provides that the City Council may apply an annual CPI adjustment to the Fee Schedule; and

**WHEREAS**, the last update to the Fee Schedule was in July 2023;

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Brookings, Curry County, Oregon, that the 2024 Brookings Master Fee Schedule, attached herein as Exhibit A, is hereby adopted, and Resolution 23-R-1238 is repealed.

**BE IT FURTHER RESOLVED** that the 2024 Brookings Master Fee Schedule will become effective on July 1, 2024.

Passed by the City Council June 24, 2024; effective July 1, 2024.

Attest:

\_\_\_\_\_  
Mayor Isaac Hodges

\_\_\_\_\_  
Deputy City Recorder Brooklyn Osterhage

## Master Fee Schedule

3.1%

	<u>2024 FEE</u>
<b>ADMINISTRATIVE - GENERAL</b>	
Building Code Violation Appeal Fee (16)	199.00
<b>Business Licenses</b>	
Annual fee based on total number of employees reported on Form 132	
0-10	82.00
11-25	135.00
26-50	201.00
51-75	400.00
76-100	795.00
101-200	1,322.00
>200	2,015.00
Annual fee for businesses located outside City limits	95.00
Late Fee	10.00
Temporary 90-Day	\$35.00 or 1/4 annual fee, whichever is greater
Public Safety Fee per connection/unit/month	3.40
Copying of City Records < 200 pages (based on 8-1/2 x 11 side) (1)	B&W \$0.35 /Color \$0.45
Copying City Records using off-site services (when necessary)	Actual costs + staff time
<b>Certified copies of City records (for notarized copies – see Notary fee)</b>	
First page + copy costs	B&W \$1.30/Color \$1.40
Each additional page (per side) + copy costs	B&W \$0.70/Color \$0.80
<b>Duplication of City audio/video recordings to CD or DVD</b>	
Personal Copy	19.00
Certified Copy	24.00
<b>Electronic document preparation (10)</b>	
Electronic documents or files copied to CD or DVD	18.00
Electronic documents, <10MB and 10 files, sent electronically	No additional cost
Electronic documents, ≥10MB and/or 10 files, sent electronically	16.00
Paper to electronic conversion (per side) to PDF format, ≤ 11" x 17"	\$0.20 per side
Fax - per page (single sided – 8-1/2 x 14 max)	\$1.40
<b>GIS</b>	
8-1/2 x 11 Curry County Print (per single sided page)	B&W \$0.35; Color \$0.45
11 x 17 Curry County Print (per single sided page)	B&W \$3.30; Color \$3.40
Large Format Print (> 11x17)	BW \$4/sq ft Color \$12/sq ft
Large Format Scanning (> 11 x 17, per single side sheet )	Per Sheet 24.00
Custom Map	Per Hour 57.00
Legal review of public records for exempt determination (2)	Actual legal costs
Lien Search	30.00
Liquor License Application – New/Annual Renewal	30.00
Liquor License Application – Temporary/Annual	30.00
Meeting Room Rental – Council Chambers	Per Hour 24.00
Meeting Room Rental – Fire Hall	Per Hour 14.00
Monitoring of public review of City files	45.00
Payment Agreement- Set-up	
Set-Up Fee	135.00

		<u>2024 FEE</u>
Late Fee		44.00
Loan Rate		9%
Records Search	Per Hour	54.00
Returned (NSF) Check		48.00
Taxicab Driver's Permit/ Bi-Annual		36.00
Taxicab License/ Per Vehicle/Annual		89.00
Taxicab Photo Update		14.00
Transportation Network Company		89.00
Transportation Network Company Driver's Permit/Bi-Annual		36.00
Vacation – General (12)		1,617.00
<u>COURT</u>		
Community Service Sign Up Fee		63.00
Court Fee (Generally)		63.00
Driver's License Sanctions		31.00
Failure to Appear		62.00
Collections Fee		31.00
Payment Plan Fee (balance less than \$250)		31.00
Payment Plan Fee (balance greater than \$250)		61.00
Appeal Filing Motion		76.00
<u>FIRE</u>		
Burn Permits		15.00
Burn to Learn		1,961.00
Insurance Company Report		31.00
Copies of County Road Directory		19.00
Roadway Wash Down		135.00
<u>PARK FACILITY / DAILY USE FEES</u> (3)(4)		
Capella Use Fees		
Basic Use Fee	Per hour w/2 hour minimum	133.00
Musical Event Fee(min 3 event series)	Per hour w/2 hour minimum	24.00
Security Deposit	Per Event	266.00
Park Use/Standard		
City Residents; non-resident add 50%, non-profit subtract 50%		
0-200		55.00
201-400		100.00
401-600		192.00
601-1000		332.00
> Each additional 100		55.00
Park Use/Commercial		
City Resident	1-100	55.00
	>Each additional 100	55.00
Non-City Resident	1-5	135.00
	6-30	201.00
	31-60	401.00
	61-100	538.00
	>Each additional 100	67.00

	<u>2024 FEE</u>
Other Park Facilities: <i>non-resident add 50%, non-profit subtract 50%</i>	
Bandshell/Stage Use	55.00
Concession Stand w/restrooms	101.00
Concession Restrooms Only	31.00
Folding Picnic Table / each, per event (8)	24.00
Tournaments per field per day	93.00
Soft Ball Field Lights per hour/per field	17.00
Recreational Sports (Soft Ball,Kick Ball,Soccer) per game/per team	27.00
Recreational Sports Courts/ Field Reservation per hour	27.00
Scoreboard Use/Remote Deposit	200.00
Tournament Cancellation fee	45 days or more \$25; 45 days or less 1/2 of deposit excluding light fees
Key replacement	31.00
Expedited Plan Review for Special Events (20)	628.00
Capella/Park Use Cancellation Fee	25.00
Event Permit Request	
Event Permit (18)	49.00
Barricade and Cone Delivery (19)	108.00
Refundable Barricade/Cone Use	401.00
<u>PLANNING</u>	
Annexation (5)	6,672.00
Appeal to City Council (9)	Equal to Application Fee
Appeal to Planning Commission	201.00
Combined Preliminary/Final Plat Approval	1,072.00
Comprehensive Plan Amendment (5)	4,819.00
Conditional Use Permit (Generally)	3,417.00
Detailed Development Plan (5)	9,567.00
Extension of Time SUB/CUP	67.00
Home Occupation	53.00
Home Occupation Permit for Non-profit	No Fee
Lot Line Adjustment/Lot Line Vacation	189.00
LU Compatibility Statements	55.00
Master Plan Development (5)	11,277.00
Minor Change	1,316.00
Partition	2,630.00
Mural Application	101.00
Permit Clearance Review	223.00
Minor Additions & Repairs	74.00
Planned Unit Development (5)	5,878.00
Pre-Application Services (6)	691.00
Re-Notification	180.00
Sign Approval	173.00
Street Naming	130.00
Subdivision (5)	2,721.00
Subdivision Final Approval	201.00



	<u>2024 FEE</u>
Subdivision Replat (5)	2,685.00
Variance	3,201.00
Vacation – Land Use (12)	3,236.00
Workforce Housing Accessory Dwelling Registration Fee	32.00
Zone Change (without Comp Plan Amendment)	3,611.00
<u>POLICE</u>	
Fingerprinting – per card	15.00
Intoxilizer	5.00
Police Reports/per report	11.00
Incident Reports	5.00
Digital Media Redact	Actual costs + staff time
Digital Media Duplication	36.00
Urinalysis	10.00
<u>PUBLIC WORKS</u>	
Building Inspection Fees	Pursuant to OR State Building Codes Div established fees
Public Works / Right-of-Way Plan Review (5) (13) Per plan sheet	96.00
Public Works / Right-of-Way Permit and Inspection (7)(17)	\$100.00 or 5% of project value, whichever is greater
Right to Use/Encroachment Permit (17)	55.00
Hydrology report review (5)	261.00
TV Inspection Fee 2 hour minimum	223.00
<u>SEWER &amp; WATER</u>	
<i>Sewer</i>	
4” Sewer Tap-in (14)	Actual time & materials with minimum of \$4,617
6” Sewer Tap-in (w/o existing lateral to property line) (14)	Actual time & materials with minimum of \$6,242
BOD/SS Compiler (15)	196.00
Flow Meter Data Logger (15)	196.00
Oil & Grease Trap Inspection - stand alone	61.00
Oil & Grease Trap Inspection w backflow inspection	31.00
<i>Water</i>	
Annual Backflow Inspection	131.00
Meter Drop-in Connection Fee	
5/8 x 3/4”	513.00
3/4”	556.00
1”	717.00
1-1/2”	2,258.00
2”	2,649.00

	<u>2024 FEE</u>
4" (14)	Actual time & materials with estimated deposit
Hydrant Meter Installation (includes uninstal)	130.00
Service Extension inside City limits	
1 inch single service	4,885.00
2 inch single service	6,624.00
2 inch dual service	7,747.00
4" Service and larger	Contractor only
Service Extension Outside City Limits	Add 20% to inside City limit fees
4" Service and larger	Contractor only
<b>SWIMMING POOL USE</b> <span style="float: right;">Established annually by City Manager or designee</span>	

**Notes:**

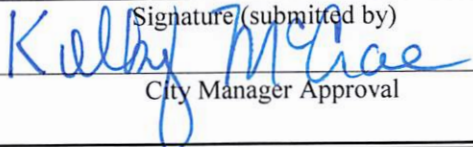
- (1) All copy charges are calculated based on a single-sided 8 ½ x 11 page. An 8-1/2 x 14 page will be charged at one and one-half (1-1/2) the cost of singled sided page, and 11 x 17 pages will be charged as two (2) single sided pages. Large copying projects (>200 single sided pages or >100 double sided) will be charged actual copying and labor costs, with prior notification to, and acknowledgement of the requestor.
- (2) Determination of need for legal review must be made by the City Manager.
- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Park Use Fees will be waived for the Azalea Festival, American Music Festival, Natures Coastal Holiday and Festival of Art at Stout Park. The City Manager may waive Parks Use Fees for non-profit events when the total is less than \$50.
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for, and billed monthly, for staff and/or consultant's time and other associated costs incurred with processing the application (including but not limited to planning, public works, engineering, City administration, legal and inspection services).
- (6) Pre-application meeting fee will be applied to the application fee if the application is submitted within one (1) year of the pre-application meeting. Each pre-application meeting increases the application fee by the same amount.
- (7) Fee is collected at time of permit issuance.
- (8) Tables may be rented at a reduced 50% rate with a minimum of 5 tables when both pick-up and delivery are handled by the applicant.
- (9) Appeal fee will be equal to the applicable application fee and adjusted, up or down, based on final cost recovery.
- (10) Fees noted are in addition to applicable records search fees. Any request requiring more than 1 hour of staff time for conversion, copying to disc, etc., will be charged the records search rate, in addition to standard fees, with prior notification to, and acknowledgement of the requestor. Sending and receiving of electronic files, and conversion of paper documents to PDF format, is limited to current available in-house technology.
- (11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of barricades and cones.
- (12) Vacations requiring an additional hearing before the Planning Commission will be charged at twice the standard fee. (Standard fee includes a hearing before the City Council).
- (13) One-time fee. Incomplete submittals will not be accepted.
- (14) Deposit based on estimate to be applied to actual cost of time and materials. Any deposit amount exceeding actual costs will be refunded upon project completion. Amounts in excess of the deposit will be billed at the earliest known stage in the project, or upon project completion.
- (15) Subject to availability.
- (16) If appellant prevails, appeal fee will be refunded.
- (17) Fee will be doubled for failure to obtain permit in advance of performing work.
- (18) Non-contiguous recurring events will be charged the base fee for the first event and \$10 for each recurrence during a calendar year.
- (19) Barricade/cone fee for non-contiguous recurring events will be applied only once.
- (20) For event application forms submitted less than 14 days from date of event.

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

Signature (submitted by)  
  
City Manager Approval

---

Subject:

CH2M Hill Engineers Inc. (Jacobs Engineering) Amendment No. 1 to the Amended and Restated Agreement for Operations Maintenance and Management Services

Recommended Motion:

Motion to authorize the City Manager to sign Amendment No. 1 for CH2M Hill Engineers commencing July 1, 2024 and concluding June 30, 2025.

Financial Impact:

The total cost for this base fee with adjustment (Amendment No. 1) is \$1,690,570 and is included in the 2024-2025 budget.

Background/Discussion:

On May 22, 2023, the City entered into a 10-year service contract with CH2M Hill Engineers (Jacobs Engineering) for Operations, Maintenance, and Management for treatment services.

Jacobs provides all employees and supplies to staff the water and wastewater treatment plants, sewer lift stations, water pump stations, and water storage tanks. The City owns the facilities and equipment, which are maintained by Jacobs.

This contract has proved to be beneficial to the City, in cost savings over previous operating costs, eliminating the challenge of staffing certified operators, and transferring liability to Jacobs.

This yearly base fee with adjustment (Amendment No. 1), outlined in the contract, is determined from the twelve-month percent change (from October of the prior year to October of the current year) in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash collection services.

Attachment:

- a. Jacobs agreement

**AMENDMENT NO. 1**  
**to the**  
**AMENDED AND RESTATED AGREEMENT FOR OPERATIONS**  
**MAINTENANCE AND MANAGEMENT SERVICES**  
**for the**  
**CITY OF BROOKINGS**

**THIS AMENDMENT NO. 1** is made on this \_\_\_ day of \_\_\_\_\_, 2024 between the City of Brookings (hereinafter “Owner”), whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 and CH2M Hill Engineers, Inc., (hereinafter “CH2M”), whose address for any formal notice is 6312 s. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111.

NOW THEREFORE, the Owner and CH2M hereby agree that the Agreement dated May 26, 2023 between Owner and CH2M (the “Agreement”) shall be and is hereby amended and modified in the following manner:

1. Appendix A, Article A.1.2.14 is hereby added as follows:

A.1.2.14 CH2M shall not be responsible for providing Operational Technology (OT) cybersecurity for the Project under the terms of this Agreement beyond routine maintenance of Owner’s existing infrastructure, nor shall CH2M be responsible for ensuring the Project or any component thereof is free of any cyberthreats, breaches or vulnerabilities.

CH2M may elect, with Owner’s prior consent, to install cyberthreat monitoring technology at the Project, in which case CH2M shall use reasonable efforts to alert Owner to any threats or vulnerability that CH2M becomes aware of. However, despite the installation of any such program or technology, CH2M shall not, under the terms of this Agreement, be responsible for the provision of cyber monitoring or security of the Project (including as necessitated by good industry practice or as required by Applicable Law).

Owner may elect to hire CH2M or CH2M’s Affiliate to provide cybersecurity monitoring under a separate agreement.

2. Appendix D, Article D.1.1 is hereby deleted in its entirety and replaced with the following:

D.1.1 Owner shall pay to CH2M as compensation for services performed under this Agreement a Base Fee of One Million Six Hundred Ninety Thousand Five Hundred Seventy Dollars (\$1,690,570), inclusive of the fixed Sixty Thousand Dollars (\$60,000) per year Repairs limit set forth in D.1.2.01, for the contract year commencing July 1, 2024 and concluding on June 30, 2025. Subsequent years’ base fees shall be determined as hereinafter specified. For clarification purposes, when escalating the Base Fee, the fixed Repairs limit amount shall be excluded from the calculation.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicated their approval of this Agreement by their signatures below.

**CH2M HILL ENGINEERS INC.**

**CITY OF BROOKINGS**

Authorized Signature:

Authorized Signature:

\_\_\_\_\_  
Name: Shawn Moffitt  
Title: Geographic Director of Projects  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: Kelby McCrae  
Title: Interim City Manager  
Date: \_\_\_\_\_

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

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

---

Subject:

Hold Public Hearing on State Revenue Sharing and Adopt Resolution.

Recommended Motion:

1. Hold Public Hearing.
2. Adopt Resolution 24-R-1255 declaring the City's election to receive state revenues for 2024-25 fiscal year.

Financial Impact:

Estimated State Revenue Sharing for 2024-25 is \$65,000.

Background /Discussion:

The State of Oregon requires an opportunity for the public to comment on the use of State Revenue Sharing funds before the Budget Committee and City Council. The hearing before the Budget Committee was held on April 17, 2024. A second hearing is to be held at this City Council meeting.

Attachments:

- a. Resolution 24-R-1255 State Revenue Sharing

**CITY OF BROOKINGS**

**RESOLUTION 24-R-1255**

**A RESOLUTION DECLARING THE CITY OF BROOKINGS' ELECTION TO RECEIVE STATE REVENUES FOR THE 2024-25 FISCAL YEAR.**

**WHEREAS**, Pursuant to ORS 221.770, the City of Brookings hereby elects to receive state revenues for fiscal year 2024-25, and

**WHEREAS**, the Budget Committee of the City of Brookings held a public hearing on April 17, 2024 and the City Council of the City of Brookings held a public hearing on June 24, 2024, giving citizens an opportunity to comment on the use of State Revenue Sharing;

**NOW, THEREFORE BE IT RESOLVED**, that the Mayor and City Council of the City of Brookings, Curry County, Oregon, do hereby approve this resolution.

Adopted by Council and made effective on the 24<sup>th</sup> of June, 2024.

Dated and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City  
Recorder

I certify that a public hearing before the Budget Committee was held on April 17, 2024 and a public hearing before the City Council was held on June 24, 2024, giving citizens an opportunity to comment on the use of State Revenue Sharing.

\_\_\_\_\_  
Anella Ehlers, Finance Director

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

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

---

### Subject:

Hold Public Hearing and Approval of Appropriations for FY 2024-25 Budget.

### Recommended Motion:

1. Hold Public Hearing.
2. Adopt Resolution 24-R-1256, adopting the City of Brookings' budget, declaring tax levied, making appropriations for the 2024-25 fiscal year, and to categorize the levy.

### Financial Impact:

The total approved fiscal year 2024-25 budget, for the City of Brookings is \$70,702,243. The General Fund operating expenditures total \$7,772,880 with revenues projected at \$6,947,476, with the Contingency projected to be \$774,596.

### Background /Discussion:

Oregon local budget law requires the City's governing body to enact a resolution adopting the budget for the next fiscal year, prior to June 30<sup>th</sup>. Before the City can implement the 2024-25 budget and receive tax money necessary for operations, these resolutions must be adopted by the City Council.

### Budget highlights include:

- \$36.3 million in capital expenditures in water, sewer, storm drain, street, and parks improvements.
- 3.1% increase in the water utility rate and 3.1% increase in the sewer utility rate.
- USDA-RD loan proceeds to complete \$30.2 million of wastewater projects in the next few years.

No changes are proposed by staff from the Budget Committees' approved budget.

### Attachments:

- a. Resolution 24-R-1256 Adopt Budget



**CITY OF BROOKINGS**

**RESOLUTION 24-R-1256**

A RESOLUTION ADOPTING THE CITY OF BROOKINGS BUDGET, DECLARING TAX LEVIED, and MAKING APPROPRIATIONS FOR THE 2024-25 FISCAL YEAR AND TO CATEGORIZE THE LEVY.

BE IT RESOLVED that the City Council of the City of Brookings hereby adopts the budget for fiscal year 2024-25 in the sum of \$70,702,243 now on file at the Finance and Administration Department.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the purposes shown below, are hereby appropriated as follows:

<b>GENERAL FUND</b>		
Judicial	\$51,716	
Finance and Administration	694,318	
Police	3,886,146	
Fire	376,029	
Planning & Building	378,723	
Parks & Recreation	462,681	
Golf Course	900,000	
Swimming Pool	90,500	
Non-Departmental	169,300	
Special Appropriations:		
Debt Service	139,467	
Transfers	624,000	
Contingency	774,596	
TOTAL GENERAL FUND APPROPRIATION		\$8,547,476
<b>STREET FUND</b>		
Streets Maintenance	602,792	
Special Appropriations:		
Debt Service	1,073	
Transfers	243,809	
Contingencies	144,326	
TOTAL STREET FUND APPROPRIATION		992,000
<b>WATER FUND</b>		
Water Distribution	685,049	
Water Treatment	661,280	
Special Appropriations:		
Debt Service	22,434	
Transfers	792,257	
Contingencies	173,980	
TOTAL WATER FUND APPROPRIATION		2,335,000
<b>WASTEWATER FUND</b>		
Wastewater Collection	1,092,800	
Wastewater Treatment	1,360,290	
Special Appropriations:		
Debt Service	22,434	
Transfers	1,646,721	
Contingencies	393,055	
TOTAL WASTEWATER FUND APPROPRIATION		4,515,300
<b>9-1-1 FUND</b>		
9-1-1 Division	146,800	
Special Appropriations:		
Transfers	169,500	
Contingencies	389,700	
TOTAL 9-1-1 FUND APPROPRIATION		706,000
<b>TOURISM FUND</b>		
Tourism Division	302,914	
Special Appropriations:		
Transfers	18,086	
Contingencies	30,000	
TOTAL TOURISM FUND APPROPRIATION		351,000

<b>AIRPORT FUND</b>		
Airport Division	368,436	
Special Appropriations:		
Contingencies	<u>44,164</u>	
<b>TOTAL AIRPORT APPROPRIATION</b>		412,600
<b>GOVERNMENTAL LOAN FUND</b>		
Debt Service		125,256
<b>WATER LOAN FUND OECDD</b>		
Debt Service		552,235
<b>STORM LOAN FUND</b>		
Debt Service		0
<b>WASTEWATER LOAN FUND</b>		
Debt Service		1,118,902
<b>TECHNOLOGY RESERVE FUND</b>		
Technology Program	111,000	
Special Appropriations:		
Transfers	65,500	
Contingencies	<u>27,000</u>	
<b>TOTAL FUND APPROPRIATION</b>		203,500
<b>CAPITAL PROJECTS RESERVE FUND</b>		
Capital Outlay		3,185,000
<b>STREET SYSTEM REPLACEMENT FUND</b>		
Street Maintenance		1,207,000
<b>WATER SYSTEM REPLACEMENT FUND</b>		
Water System Maintenance		2,735,000
<b>WASTEWATER SYSTEM REPLACEMENT FUND</b>		
Wastewater System Maintenance		31,119,000
<b>STORMWATER SYSTEM REPLACEMENT FUND</b>		
Stormwater System Maintenance		1,539,000
<b>STREET SYSTEM DEVELOPMENT FUND</b>		
Street Program		5,572,032
<b>WATER SYSTEM DEVELOPMENT FUND</b>		
Water System		351,000
<b>WASTEWATER COLLECTIONS SYSTEM DEVELOPMENT FUND</b>		
Wastewater System		2,810,000
<b>PARKS &amp; REC SYSTEM DEVELOPMENT FUND</b>		
Parks and Recreation Program		263,000
<b>STORMWATER SYSTEM DEVELOPMENT FUND</b>		
Stormwater System		293,000
<b>SPECIAL POLICE</b>		
K-9	90,100	
Safety City	8,300	
Police Reserves	16,800	
Police VIPS	100	
Grants Program	5,500	
Range	6,000	
<b>TOTAL FUND APPROPRIATION</b>		126,800
<b>HEALTH FAIR FUND</b>		
Health Fair Program		1,800
<b>SPECIAL FIRE FUND</b>		
Fire Program		18,600

TOTAL CITY OF BROOKINGS APPROPRIATIONS 69,080,501

RESERVED AMOUNTS

Water Loan Fund	499,026	
Wastewater Loan Fund	<u>1,122,716</u>	
		<u>1,621,742</u>

TOTAL ADOPTED BUDGET \$70,702,243

BE IT FURTHER RESOLVED that the City Council of the City of Brookings hereby imposes the taxes provided for in the adopted budget at the rate of \$3.7630 per \$1,000 of assessed value for operations; and that these taxes are hereby imposed and categorized for tax year 2024-25 upon the assessed value of all taxable property within the district as follows:

	CATEGORIZING THE TAX	
	General Government	Excluded from Limitation
General Fund	\$3.7630/1000	

ADOPTED by the City Council for the City of Brookings this 24th of June, 2024.

\_\_\_\_\_  
Isaac Hodges, Mayor

ATTEST by:

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

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

---

Subject:

Approve Water and Sewer Rates, and System Replacement Fees for 2024-25

Recommended Motion:

1. Adopt Resolution 24-R-1257, adopting Water rates for 2024-25.
2. Adopt Resolution 24-R-1258, adopting Sewer rates for 2024-25.
3. Adopt Resolution 24-R-1259, adopting System Replacement Fees for 2024-25.

Financial Impact:

The above rates are necessary to balance the budget as approved by the Budget Committee.

Background /Discussion:

The rate increases included in the attached resolutions are as approved by the Budget Committee.

There was a rate increase of 3.1% proposed for water and approved by the Budget Committee, therefore included in the attached resolution.

There was a rate increase of 3.1% proposed for sewer and approved by the Budget Committee, therefore included in the attached resolution.

System Replacement Fees (SRF) are adjusted by the CPI annually, which increased 3.1% and approved by the budget committee. As a reminder, there is currently no Streets SRF, as it was eliminated due to voters approving a local fuel tax, effective July 1, 2015 and renewed by voters in 2018 and 2022.

Attachment(s):

Resolution 24-R-1257 Water Rates  
Resolution 24-R-1258 Sewer Rates  
Resolution 24-R-1259 System Replacement Fees

**CITY OF BROOKINGS**

**RESOLUTION 24-R-1257**

**IN THE MATTER OF A RESOLUTION ADOPTING RATES, FEES AND CHARGES TO THE USERS OF THE CITY OF BROOKINGS WATER SUPPLY SERVICES AND REPEALING RESOLUTION 23-R-1241.**

**WHEREAS**, Ordinance No 88-O-432 provides for adoption of rates, fees and charges to the users of the City of Brookings water supply services; *and*

**WHEREAS**, the collection of reasonable rates, fees and charges are necessary to sustain the water system and water service;

**WHEREAS**, the City Council desires to have the monthly user charges for City of Brookings water supply services increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U);

**WHEREAS**, the City Council and Budget Committee understand that an increase of 3.1% is necessary to balance resources and requirements for 2024-25;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective July 1, 2024, the following rates, fees and charges are hereby adopted:

Account setup/Administrative reconnect fee:		\$25.00 Nonrefundable
Monthly User Charges	Inside City Limits	\$15.23 Base Fee \$3.29 per 100 cu ft of usage
	Outside City Limits	\$30.46 Base Fee \$6.58 per 100 cu ft of usage

Service Deposit	
High risk	\$ 300.00
Medium risk	\$ 200.00
Low Risk	\$ 0.00

Temporary Construction Service	\$ 120.00
--------------------------------	-----------

*(Up to six month service. Service terminates upon receipt of certificate of occupancy or the end of the six month term, whichever occurs first. May apply for additional six months for additional \$120)*

Non-occupant water usage (14 calendar day maximum)	\$	50.00
Vacation Turn – On	\$	35.00
-Outside City Limits	\$	45.00
Vacation Turn – Off	\$	35.00
-Outside City Limits	\$	45.00
Late Fee	\$	20.00
Shut off Fee	\$	45.00
After Hours Call Out Fee	\$	170.00
Meter Test	\$	60.00

**BE IT FURTHER RESOLVED** that Resolution 23-R-1241 is repealed in its entirety.

Passed by the City Council June 24, 2024, and made effective July 1, 2024.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

**CITY OF BROOKINGS**

**RESOLUTION 24-R-1258**

**IN THE MATTER OF A RESOLUTION ADOPTING RATES, FEES AND CHARGES TO THE USERS OF THE CITY OF BROOKINGS SEWER SERVICES AND REPEALING RESOLUTION 23-R-1242.**

**WHEREAS**, Ordinance No. 91-O-477 provides for adoption of rates, fees and charges to the users of the City of Brookings sewer services;

**WHEREAS**, the collection of reasonable rates, fees and charges are necessary to sustain the sewer system and sewer service;

**WHEREAS**, the City Council desires to have the monthly user charges for City of Brookings Sewer Services increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U);

**WHEREAS**, the City Council and Budget Committee understand that an increase of 3.1% is necessary to balance resources and requirements for 2024-25;

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

Account setup/Administrative reconnect fee:	Included with water fee
Service deposit	Included with water deposit
Monthly user charges for:	
Single family residential:	\$73.28
Multi-family residential:	\$73.28
Commercial	\$4.12 monthly service charge plus \$8.03/ccf of water use
Restaurants:	\$4.12 monthly service charge plus \$9.10/ccf of water use
Schools:	\$4.12 monthly service charge plus \$4.77/ccf of water use

Churches	\$4.12 monthly service charge plus \$4.64/ccf of water use
Industrial:	\$4.12 monthly service charge plus \$14.24/ccf of water use
Harbor Sanitary District:	As established by agreement

**BE IT FURTHER RESOLVED** that Resolution 23-R-1242 is repealed in its entirety.

Passed by the City Council June 24, 2024, and made effective July 1, 2024.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder



**CITY OF BROOKINGS**

**RESOLUTION 24-R-1259**

**A RESOLUTION ADOPTING FEES AND CHARGES FOR SYSTEM REPLACEMENT FOR THE WATER SYSTEM, WASTEWATER SYSTEM, AND STORM WATER SYSTEM, AND ESTABLISHING AN ANNUAL INFLATIONARY ADJUSTMENT FOR REPLACEMENT CHARGES, REPEALING RESOLUTION 23-R-1243.**

**WHEREAS**, Ordinance 87-O-419 provides for adoption of System Replacement Charges and Ordinance 06-O-574 provides for all future revisions to System Replacement Charges to be adopted by resolution of the City Council; and

**WHEREAS**, the collection of reasonable charges are necessary to finance capital replacement, non-capacity increasing extension, and non-capacity increasing expansion of municipal utility facilities, including the acquisition of land or rights-of-way thereto; and

**WHEREAS**, the City Council desires to have the monthly user charges for City of Brookings Utilities System Replacement be increased or decreased annually at July 1, in accordance with the Consumer Price Index for all urban consumers (CPI-U); and

**WHEREAS**, the CPI-U increased 3.1% from February 2023 to February 2024 and the budget committee approved a 3.1% increase;

**NOW THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Brookings, Curry County, Oregon, that effective July 1, 2024, the following Utilities System Replacement Charges are replacing the current Utilities System Replacement Charges:

<b><u>CHARGE</u></b>	<b><u>RATE</u></b>
Street System Replacement	\$0.00
Water System Replacement	\$3.74
Wastewater System Replacement	\$4.80
Stormwater System Replacement	\$5.23

**BE IT FURTHER RESOLVED** that Resolution 23-R-1243 is repealed in its entirety.

**PASSED** by the City Council June 24, 2024, and made effective July 1, 2024

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance and Admin

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

---

Subject: Increase appropriations due to grants and donations for FY 2023-24 budget.

Recommended Motion:

Adopt Resolution 24-R-1261 accepting specific purpose grants and donations in the General Fund, Capital Projects Reserve Fund and Special Police Fund, and appropriating those funds.

Financial Impact:

There is no net impact to the 2023-24 budget; additional revenues equaled additional expenditures.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body, and accept donations and grants, and appropriate through a resolution. Appropriation increases are being made for donations and grants as detailed below.

General Fund

*Fire* - Accept grant of \$16,655 from the Oregon State Fire Marshall for wildfire season.

*Parks* - Accept donations of \$3,250 from Greg Oberst and \$1,500 from Susan Preslar for memorial benches.

*Pool* - Accept donation of \$6,266 from South Coast Aquatics for increased costs of operating the swimming pool.

Capital Projects Reserve Fund

*Parks Projects* - Accept donation of \$30,000 from Nature's Coastal Holiday for the Kidtown project.

Special Police Fund

*K-9* - Accept donations of \$23,647 from Judy Shafer for a bite suit and K-9 vehicle, donation of \$6,808 from the John G. Atkins Foundation for range improvements and a grant of \$2,596 from City County Insurance for body worn cameras.

Attachments:

Resolution 24-R-1261 Accept grants and donations and make appropriations

## **CITY OF BROOKINGS**

### **RESOLUTION 24-R-1261**

#### **A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING SPECIFIC PURPOSE GRANTS AND DONATIONS AND APPROPRIATING THOSE FUNDS**

**WHEREAS**, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

**WHEREAS**, ORS 294.338 allows the governing body to accept and appropriate specific purpose grants and donations in the year of receipt, and

**WHEREAS**, the City Council accepts a grant of \$16,655 from the Oregon State Fire Marshall for wildfire season staffing, and

**WHEREAS**, the City Council accepts donations of \$1,266 and \$5,000 from South Coast Aquatics for increased costs of operating the swimming pool, and

**WHEREAS**, the City Council accepts donations of \$3,250 from Greg Oberst and \$1,500 from Susan Preslar for memorial benches, and

**WHEREAS**, the City Council accepts a donation of \$30,000 from Nature’s Coastal Holiday for a portion of the Kidtown project at Azalea Park, and

**WHEREAS**, the City Council accepts donations of \$23,647 from Judy Shafer for a police K-9 program, a donation of \$6,808 from the John G. Atkins Foundation for range maintenance and a grant of \$2,596 from City County Insurance for body worn cameras, and

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Brookings hereby accepts grants and donations and appropriates funds pursuant to ORS 294.338.

**BE IT FURTHER RESOLVED** that for the fiscal year beginning July 1, 2023, and for purposes shown below are hereby revised by the City Council as follows:

#### **General Fund**

Resources:	
Grants	\$ 16,655
Donations	\$ 11,016
Requirements:	
Fire	\$ 16,655
Parks	\$ 4,750
Pool	\$ 6,266

#### **Capital Projects Reserve Fund**

Resources:	
Donations	\$ 30,000
Requirements:	
Capital Outlay	\$ 30,000

Special Police Fund

Resources:

Donations \$ 30,455

Grants \$ 2,596

Requirements:

K-9 \$ 30,455

Grants \$ 2,596

Passed by the City Council June 24, 2024, and made effective the same date.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance and Admin

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

---

Subject: Increase appropriations from insurance proceeds for FY 2023-24 budget.

Recommended Motion:

Adopt Resolution 24-R-1262 accepting insurance proceeds in the General Fund and appropriating those funds.

Financial Impact:

There is no net impact to the 2023-24 budget; additional revenues equaled additional expenditures.

Background /Discussion:

Oregon local budget law allows municipalities to accept and appropriate insurance proceeds through a resolution adopted by the governing body. Appropriation increases are being made due to insurance proceeds as detailed below.

General Fund

*Public Safety* - Accept \$6,780 in insurance proceeds for repairs to police vehicles.

Attachments:

Resolution 24-R-1262 Accept insurance proceeds and make appropriations

**CITY OF BROOKINGS**

**RESOLUTION 24-R-1262**

**A RESOLUTION OF THE CITY OF BROOKINGS ACCEPTING INSURANCE PROCEEDS AND APPROPRIATING THOSE FUNDS.**

**WHEREAS**, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

**WHEREAS**, ORS 294.338 allows the governing body to accept and appropriate insurance proceeds in the year of receipt, and

**WHEREAS**, the City accepts \$6,780 of insurance proceeds in the General Fund for damages to two Dodge Durango police vehicles, and

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Brookings hereby accepts insurance proceeds and appropriates funds pursuant to ORS 294.338.

**BE IT FURTHER RESOLVED** that for the fiscal year beginning July 1, 2023, and for purposes shown below are hereby revised by the City Council as follows:

**General Fund**

Resources:	
Other Revenue	\$ 6,780
Requirements:	
Public Safety	\$ 6,780

Passed by the City Council June 24, 2024, and made effective the same date.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance and Admin

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

---

Subject: Transfer of appropriations from contingency for FY 2023-24 budget.

Recommended Motion:

Adopt Resolution 24-R-1263 approving appropriation transfers from contingency in the General Fund Water Fund.

Financial Impact:

There is a total estimated increased cost of \$180,000 in the General Fund and \$48,000 in the Water Fund.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body and transfer up to 15% of fund expenditures from contingency. Appropriation transfers are for the following funds:

General Fund

*Finance and Admin* – The City had unforeseen increases in personal services, legal services and contract services.

Water Fund

The City had unforeseen increase in legal services.

Attachments:

Resolution 24-R-1263 Appropriation transfers

## **CITY OF BROOKINGS**

### **RESOLUTION 24-R-1263**

#### **A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS FROM CONTINGENCY IN THE GENERAL FUND AND WATER FUND.**

**WHEREAS**, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

**WHEREAS**, ORS 294.463 allows the governing body to transfer from Contingency to other appropriations category, up to 15% of the total appropriations of the fund, and

**WHEREAS**, the operating costs in the General Fund for finance and administration was higher than anticipated, and

**WHEREAS**, the operating costs in the Water Fund were higher than anticipated due to legal services, and

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Brookings hereby authorizes a transfer of appropriation from contingency pursuant to ORS 294.463.

**BE IT FURTHER RESOLVED** that for the fiscal year beginning July 1, 2023 and for purposes shown below are hereby revised by the City Council as follows:

#### **General Fund**

**Requirements:**

Contingency	\$ (180,000)
Finance and Admin	\$ 180,000

#### **Water Fund**

**Requirements:**

Contingency	\$ (48,000)
Water Distribution	\$ 24,000
Water Treatment	\$ 24,000

Passed by the City Council June 24, 2024, and made effective the same date.

Attest:

---

Isaac Hodges, Mayor

---

Brooklyn Osterhage, Deputy City Recorder



# CITY OF BROOKINGS

## COUNCIL AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance and Admin

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

---

Subject: Transfer of appropriations for FY 2023-24 budget.

Recommended Motion:

Adopt Resolution 24-R-1264 approving appropriation transfers in the Special Police Fund.

Financial Impact:

There is no net impact to the 2023-24 budget; additional revenues equaled additional expenditures.

Background /Discussion:

Oregon local budget law allows municipalities to make transfers of appropriations through a resolution adopted by the governing body.

The carryover balance was higher than anticipated in the Special Police Fund for fiscal year 2023-24, from unexpended grant funds received in the prior year. In 2023-24 the City utilized these funds as intended.

Attachments:

Resolution 24-R-1264 Appropriation transfers

**CITY OF BROOKINGS**

**RESOLUTION 24-R-1264**

**A RESOLUTION OF THE CITY OF BROOKINGS APPROVING APPROPRIATION TRANSFERS IN THE SPECIAL POLICE FUND.**

**WHEREAS**, the City of Brookings (“City”) is a municipal corporation which is subject to Oregon Budget Law; and

**WHEREAS**, ORS 294.463 allows for a transfer of appropriation if authorized by the governing body; and

**WHEREAS**, The carryover balance was higher than anticipated in the Special Police Fund for fiscal year 2023-24, from unexpended grant funds received in the prior year. In 2023-24 the City utilized these funds as intended, and

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Brookings hereby authorizes a transfer of appropriation pursuant to ORS 294.463.

**BE IT FURTHER RESOLVED** that for the fiscal year beginning July 1, 2023 and for purposes shown below are hereby revised by the City Council as follows:

General Fund

Resources:

Carryover \$ 10,075

Requirements:

Grants \$ 10,075

Passed by the City Council June 24, 2024, and made effective the same date.

Attest:

\_\_\_\_\_  
Isaac Hodges, Mayor

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder

**City of Brookings**

**URBAN RENEWAL AGENCY MEETING MINUTES**

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

**Monday, October 9, 2023**

**Call to Order**

Chair Hedenskog called the meeting to order at 8:10 PM

**Roll Call**

Agency Present: Chair Ron Hedenskog, Directors Isaac Hodges, Andy Martin, Michelle Morosky, and Ed Schrieber; a quorum present

Staff present: City Manager Janell Howard, Public Works and Development Services Director Anthony Baron and Deputy Recorder Brooklyn Osterhage

Media Present: 2

Others Present: 0

**Consent Calendar**

1. Approve Urban Renewal meeting minutes for June 26, 2023.

**Chair Hedenskog moved, Director Schreiber seconded, and Agency voted unanimously to approve the Consent Calendar.**

**Staff Reports**

**1. City Hall Fire Bay Doors**

Tony Baron presented the staff report.

**Chair Hedenskog moved, Director Morosky seconded and Agency voted unanimously to authorize City Manager to sign an agreement with American Industrial Door LLC in the amount of \$91,350 for the installation of new fire bay doors at City Hall.**

**2. Alder Street Parking Lot sidewalk and paving projects**

Tony Baron presented the staff report.

**Chair Hedenskog moved, Director Schreiber seconded and Agency voted unanimously to authorize City Manager to sign agreement with Klinefelter Contracting for the Alder Street sidewalk project in the amount of \$74,668 and to authorize City Manager to sign agreement with Tidewater Contractors Inc. for the Alder Street parking lot paving project to Tidewater Contractors Inc. in the amount of \$59,878.**

**Adjournment**

Chair Hedenskog moved and Agency voted unanimously to adjourn the meeting at 8:25 PM.

Respectfully submitted:

ATTESTED:

this 24<sup>th</sup> day of June, 2024:

---

Isaac Hodges, URA Chair

---

Brooklyn Osterhage, Deputy City Recorder

# CITY OF BROOKINGS

## URBAN RENEWAL AGENCY

### AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: PWDS

  
Signature (submitted by)  
  
Executive Director Approval

---

Subject: Façade Improvement Program – Revised Criteria

Recommended Motion: Authorize staff to revise the criteria for the Façade Improvement Program as listed in the staff report.

Financial Impact: Increase façade improvement program match from \$25,000 to \$50,000 and total allocation from \$100,000 to \$200,000.

Background/Discussion:

The Brookings Urban Renewal Agency at the April 17, 2024 budget meeting, discussed revisions to the façade improvement program as a way to encourage more participation in the program.

Façade improvement program revisions approved in 2023:

- Include repair and maintenance items – painting, dry-rot repairs and the development of new landscaping at a 50% match up to \$25,000.
- Increase the match to 75% for full building façade improvements as per original guidelines with a maximum match of \$25,000. If paint, repairs and the development of new landscaping are all included as part of full façade improvement project then match will be 75%.

Proposed 2024-25 fiscal year facade improvement program revision will include increasing the match from \$25,000 to \$50,000 and total allocation from \$100,000 to \$200,000.

Since the renewal of the Façade Improvement Program in 2020, there have been five projects completed at \$117,000 from Urban Renewal as match. There are currently two projects pending.

Attachments: None

# BROOKINGS URBAN RENEWAL AGENCY

## AGENDA REPORT

Meeting Date: June 24, 2024

Originating Dept: Finance & Admin

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

---

Subject:

Hold Public Hearing and Approval of Appropriations for FY 2024-25 Budget.

Recommended Motion:

1. Hold Public Hearing.
2. Adopt Resolution 24-R-1260, adopting the Brookings' Urban Renewal Agency's budget, declaring tax increment funding as provided under Section 1c, Article IX of the Oregon Constitution and ORS Chapter 457, and making appropriations for the 2024-25 fiscal year.

Financial Impact:

The fiscal year 2024-25 approved and proposed adopted budget of the Brookings Urban Renewal Agency is in the amount of \$2,586,400.

Background /Discussion:

Oregon local budget law requires the Agency's governing body to enact a resolution adopting the budget for the next fiscal year, prior to June 30<sup>th</sup>. Before the Urban Renewal Agency can implement the 2024-25 budget and receive tax money necessary for operations, this resolution must be adopted by the Board of Directors.

No changes are proposed by staff from the Budget Committees' approved budget.

Attachment:

Resolution 24-R-1260 Adopt Budget

**URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS**

**RESOLUTION 24-R-1260**

A RESOLUTION ADOPTING THE BUDGET FOR THE URBAN RENEWAL AGENCY OF THE CITY OF BROOKINGS, DECLARING TAX INCREMENT FUNDING AS PROVIDED UNDER SECTION 1C, Article IX OF THE OREGON CONSTITUTION AND ORS CHAPTER 457, AND MAKING APPROPRIATIONS FOR THE 2024-25 FISCAL YEAR.

BE IT RESOLVED that the Board of Directors of the Urban Renewal Agency of the City of Brookings hereby adopts the budget for 2024-25 in the sum of \$ 2,586,400 now on file in the Office of the City Finance and Administration Department.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2024, and for the

**GENERAL FUND**

Urban Renewal Program	2,206,400	
Special Appropriations:		
Transfers	0	
TOTAL GENERAL FUND APPROPRIATIONS		\$2,206,400

**DEBT SERVICE FUND**

Special Appropriations:		
Debt Service	0	
TOTAL DEBT SERVICE FUND APPROPRIATIONS		0

TOTAL RESERVE AMOUNTS		380,000
-----------------------	--	---------

TOTAL ADOPTED BUDGET		<u>\$2,586,400</u>
----------------------	--	--------------------

BE IT FURTHER RESOLVED that the Board of Directors of the Brookings Urban Renewal Agency hereby resolves to certify to the county assessor a request for the Downtown Plan Area for the maximum amount of revenue that may be raised by dividing the taxes under section 1c, Article IX of the Oregon Constitution and ORS Chapter 457.

ADOPTED by Urban Renewal Agency for the City of Brookings this 24th day of June, 2024.

\_\_\_\_\_  
Isaac Hodges, Chair

ATTEST by:

\_\_\_\_\_  
Brooklyn Osterhage, Deputy City Recorder