

City of Brookings
WORKSHOP Agenda

CITY COUNCIL

Tuesday, September 7, 2010, 4:00pm

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

1. Call to Order

2. Roll Call

3. Topics	Page
• City General Engineering Requirements/Standard Specifications**	2
• Annexation Language	6
• Parking Regulations	8
• Center Street Parking Regulations	9
• Volunteer Firefighter Contract	14

4. Council Member Requests for Workshop Topics

5. Adjournment

**You may view the full draft document at City Hall or on the City of Brookings Home Page at www.brookings.or.us.

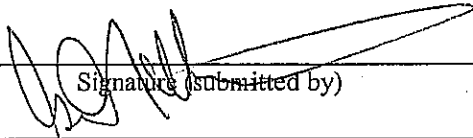
All public City meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: September 7, 2010

Originating Dept: City Manager/PW



Signature (submitted by)

City Manager Approval

Subject: General Engineering Requirements and Standard Specifications

Recommendation: Review revised document

Background/Discussion:

The City last adopted its General Engineering Requirements and Standard Specifications (Standard Specs) in March 2006. Revision of the Standard Specs was initiated in November 2007 with then-City Engineer Richard Nored (HGE Engineering) and Public Works Director John Cowan. A workshop with stakeholders (local contractors and others) was held on May 9, 2008. Very little progress was made during the ensuing months.

Upon the departure of Cowan in December 2009, this project was reassigned to Technical Services Superintendent Richard Christiansen. The City's current City Engineer, Steve Major (Dyer Partnership), have been actively engaged in the revision of the Standard Specs, as has Utilities Superintendent Ray Page and Public Works Supervisor Bob Schaefer. Draft revised Standard Specs were made available to local contractors and engineers on June 30, 2010 and several comments were received prompting further revisions. A stakeholders meeting was scheduled for August 18, 2010. No one from the public attended.

The Standard Specs will be used to guide the installation of public infrastructure improvements in the City by private developers and the City itself.

Please see the attached outline of significant changes.

Attachment(s): 1) Email dated August 3, 2010
2) Letter to stakeholders
3) Proposed/revised General Engineering Requirements and Standard Specifications.

Richard Christensen

From: Richard Christensen
Sent: Tuesday, August 03, 2010 4:48 PM
To: Ray Page; Bob Schaefer
Cc: Gary Milliman; Dianne Morris
Subject: Revisions to the General Engineering Requirements and Standard Specifications.

Hello there,

Listed below is a compilation list of the above revisions. It still needs some refinement but covers most of the items I will be addressing at the upcoming public workshop. The biggest change is the relocation of items from the Land Division Code.

Division I

- 1) Approved construction plans good for 1 year after City Engineers approval Date. Failure to execute substantial construction within 1 year will cause plans to expire.
- 2) Relocated the Planning Requirements for street, alley and drainage guidelines from the Land Division Code.
- 3) Increased the storm system engineering sizing requirements from a 10 year frequency to a 25 year frequency.
- 4) Relocated the planning requirements for street lights from the Land Division Code.
- 5) Verbage increased from 6 pages to 18 pages.

Division II

- 1) The addition of Best Management Practices (BMP's) language for construction site erosion and sediment control.
- 2) Moved clearing and grubbing language from division III to division II.
- 3) Added seeding and mulching language from ??????
- 4) Division II verbage increased from 7 pages to 14 pages.

Division III

- 1) Relocated street construction language and details into a new Division V.
- 2) Updated rock excavation equipment info from a Cat 235 Excavator to a Cat 320 DL Excavator.
- 3) Change crushed quarry base rock language to being just crushed rock to allow use of quarry and river aggregate sources.
- 4) Adjusted the ODOT spec on Class III crushed rock to allow use of local quarry rock sources. "Serpentine rock not allowed"
- 5) Decreased class IV backfill CLSM from 2 sack mix minimum to 1 sack mix maximum.
- 6) Added language that water fittings be domestic only mirroring the sewer and storm pipe fitting language.
- 7) Change language from allowing 3/4", 1", 1 1/2" and 2" water services to 1" and 2" only.
- 8) Changed the Air / Vac valve assembly language and detail from being in below grade manhole to above ground enclosure.
- 9) Changed waterline valve box language and details from cast iron boxes to traffic rated concrete boxes with PVC standpipe.
- 10) Changed the waterline blow-off language and detail to being a below ground assembly.
- 11) Added backflow prevention device details.
- 12) Added a water sample station detail.
- 13) Removed galvanized piping and fittings language and replaced with brass piping and fittings.
- 14) Removed PVC fittings language and replaced with Ford pack joint PVC compression fittings.
- 15) Division III verbage decreased from 73 pages to 50 pages.

Division IV

- 1) Relocated planning requirements for driveway approach widths from the Land Division Code.

- 2) Made one detail out of hand and machine placed curbs with equal dimensions.
- 3) Relocated and updated sign post detail from Division III.
- 4) Add concrete workmanship language.
- 5) Add new weep-hole detail.
- 6) Removed diamond grid texture and detectable grooves from driveway approach detail.
- 7) Removed all ADA parking lot striping and sign details as these items addressed in ??????
- 8) Added mailbox installation details.
- 9) Added new sidewalk barricade detail.
- 10) Added new storm curbside inlet detail.

Division V

- 1) New asphalt division with language relocated from the Land Division Code.
- 2) Removed concrete street language and details with language allowing concrete streets on a case by case basis.
- 3) Changed the Street Monument Detail to include a G-5 traffic rated box.
- 4) Added new Fire Apparatus Access Road (FAAR) Detail from the Land Division Code.
- 5) Added new Street Light assembly Detail.

Regards,

Richard Christensen
City of Brookings
Technical Services Superintendent
469-1152

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City of Brookings

TECHNICAL SERVICES SUPERINTENDENT

898 Elk Drive, Brookings, OR 97415

(541) 469-1152, Fax (541) 469-3650, TTY (800) 735-1232

rchristensen@brookings.or.us

August 2, 2010

Re: City of Brookings General Engineering Requirements and Standard Specifications

The City of Brookings is in the process of revising the General Engineering Requirements and Standard Specifications for Street, Storm Drain, Sewer and Waterline Construction.

You are invited to attend a public workshop for information concerning the revisions, scheduled on **Wednesday, August 18th, 1 to 5 pm, in the City Council Chambers.**

Items we will address include:

- the moving of information from the City Land Development Code to the Standards and Specifications;
- the addition of a new Division 5 in order to make the Standards and Specifications more user friendly with the flow of information and the details themselves;
- the addition and deletion of items in order to be more cost effective and or more conducive for City preventive maintenance programs.

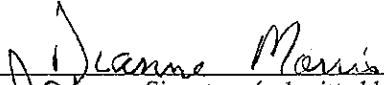
We would appreciate your participation in review of this document so we may provide the most current and accurate information. If you have any questions, please do not hesitate to contact me at 541-469-1152.


Richard Christensen
Technical Services Superintendent

CITY OF BROOKINGS

Council WORKSHOP Report

Workshop Date: Sept 7, 2010



Signature (submitted by)


City Manager Approval

Originating Dept: Planning

Subject: A revision to the section of the Annexation Chapter dealing with urban services.

Recommendation: Direct Staff to prepare draft language and begin the hearing process.

Financial Impact: None.

Background/Discussion: During discussions about a possible annexation of property on the North Bank Chetco River Rd. it was discovered that the Sewer Master Plan had not considered potential development in that area within the Urban Growth Area. Presently the Code requires City Staff to "provide written information regarding existing infrastructure and any improvements that would be necessary to serve the territory proposed to be annexed." This language doesn't make it clear that the City must take into account the property proposed for annexation **and** the servicing of properties in the UGA beyond the subject property that would use this line in the future. Without this information a smaller main may be installed and then need replacing in the future.

Staff has prepared a tentative revision which is attached.

Policy Considerations: By making sure the City looks at the "big picture" concerning utility infrastructure it will avoid wasting funds on undersized mains that will then need to be replaced.

Attachment(s): 1. 17.144.020 (J)(5), Annexations, Application procedures, BMC.

ATTACHMENT #1

17.144.020 (J). Written findings of fact prepared by the petitioner(s) or petitioner(s) representatives which address the following:

5. Urban services needed and necessary to service the territory proposed to be annexed, including the availability of the same relative to capacity, condition and cost of extension and/or improvement to urban standards and an estimated timeline for any required improvements. City staff will provide written information regarding existing infrastructure and any improvements that would be necessary to serve the territory proposed to be annexed, *as well as any other properties within the urban growth area that would also be served by these improvements in the future .*



MEMORANDUM

Office of the City Manager

GARY MILLIMAN

City Manager

Credentialed City Manager
International City Management Association

TO: Mayor and Council

DATE: August 17, 2010

SUBJECT: Downtown Parking Lot Time Restriction Survey

I contacted the Brookings Merchants Association to invite their comments on parking restrictions in downtown parking lots. According to BMA City Liaison Jack Cook, five of the 43 members responded with comments, summarized as follows:

Signatures Gallery

What about those of us who have to park in a city lot when we are open? The lot we park in (across from the theater) has a time limit on the north part of it (where the shoppers park) and on the south side no limit (where the store personnel park). Could there be a parking permit sticker for merchants for certain areas?

Connie Twining

My thoughts are: 2 hours 8:00 a.m.-5:00 p.m. Pretty much after that would be diners, theater goers and the like. No one should have to worry about expired parking here in Brookings after 5:00 p.m.

Brookings Liquor

In my opinion, parking on the 101 corridor thru downtown Brookings, Center Street area, Central Building lot and 629 Chetco should be posted for not more than 2 hour parking from 6:00 a.m. to 6:00 p.m. I believe too many time zones will lead to confusion and disregard.

The Shabbie Attic

I think the 2 hours parking from 8:00 a.m.-5:00 p.m. is sufficient.

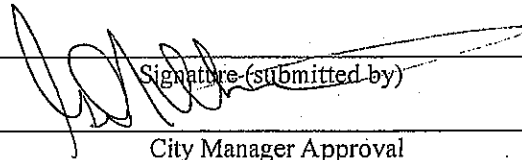
Tim Patterson

If no enforcement, then whatever method is applied it will only apply to tourists. So if no enforcement, then I favor removal of all parking restrictions for lots and streets. If enforcement to at least one random mark and check three times a week, then all parking lots and streets should be 3 hours from 9:00 a.m.-5:00 p.m.

CITY OF BROOKINGS
Council WORKSHOP Report

Workshop Date: September 7, 2010

Originating Dept: City Manager



Signature (submitted by)

City Manager Approval

Subject: Center Street Parking Lot Reconfiguration

Recommendation:

The Urban Renewal Advisory Committee has recommended adoption of a one-way northbound traffic/parking design for this parking lot/street.

Financial Impact: \$66,300 in URA funds; currently not budgeted.

Background/Discussion:

Approximately the southern three quarters of the Center Street parking lot is owned by the City. It is actually a City street that functions as a parking lot. The condition of the surface is poor, the area is congested and it is not clearly recognizable as a public parking lot.

Staff has been in contact with ODOT staff concerning a possible change in configuration for the Center Street parking lot in conjunction with the possible repaving and striping of the lot. The City Engineer developed two alternative plans for the marking the lot, one with a one-way "in" configuration and one with two-way traffic. As a practical matter, the two-way configuration does not really work as it moves the front of the parked vehicles right up to the adjacent building (insufficient protection for the building) and presumes that everyone would tightly and neatly park fully into their spaces with standard-length vehicles. It also puts the outbound travel lane out of alignment with the traffic signal activation loop.

The one-way configuration shows seven marked spaces to City standards, but the space nearest the entrance may need to be eliminated because ODOT does not want vehicles backing out of a marked space onto the sidewalk.

ODOT has no objection to making the parking lot one-way with the entrance at Center Street. The City would be required to pay for modification of the traffic signal, i.e., to remove two signal heads and the signal arm, "at some point." The signal heads would be bagged initially. ODOT staff said they would provide a cost estimate for the signal modification after the City requests the change; I have sent a letter to the Area Manager requesting an estimate in advance.

Contact has been made with the adjacent property owner, the Outreach Gospel Mission, and they have expressed support for the plan. The Agency/City would secure an easement from this property owner to incorporate the parking spaces on their property into the project.

While visiting the site with the City Engineer recently, we noted 13 vehicles parked in this same area. We also observed a service trailer being stored on the site, one passenger vehicle that was covered by a tarp...and having obviously been in the same location for several days...and one long-bed pickup truck that extended at least half-way into the "travel lane" if this was a two-way configuration.

Staff recommended marking the parking lot for one-way "in" traffic, posting better public parking signs, posting the lot for limited parking (i.e. 2-hour or 4-hour; we have asked the Brookings Merchants Association for comments), bagging the traffic signals, resurfacing the lot (including the portion owned by His Haven of Hope) **without marking the parking spaces**. This would provide an opportunity to try out the new configuration, and would preserve the existing, while unorganized, vehicle capacity of the lot.

URAC concurred with the staff recommendation, **except they recommended that the parking spaces be marked.**

This project is not budgeted and would only be constructed if the Urban Renewal Agency allocated sufficient funds for the project after the current downtown improvement project is completed.

Attachment(s): Parking configuration alternatives

City of Brookings
Center Street Parking Improvements

June 28, 2010.

City Portion

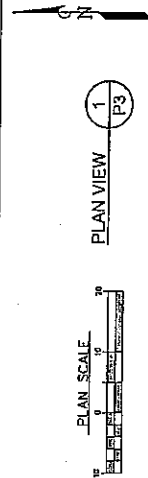
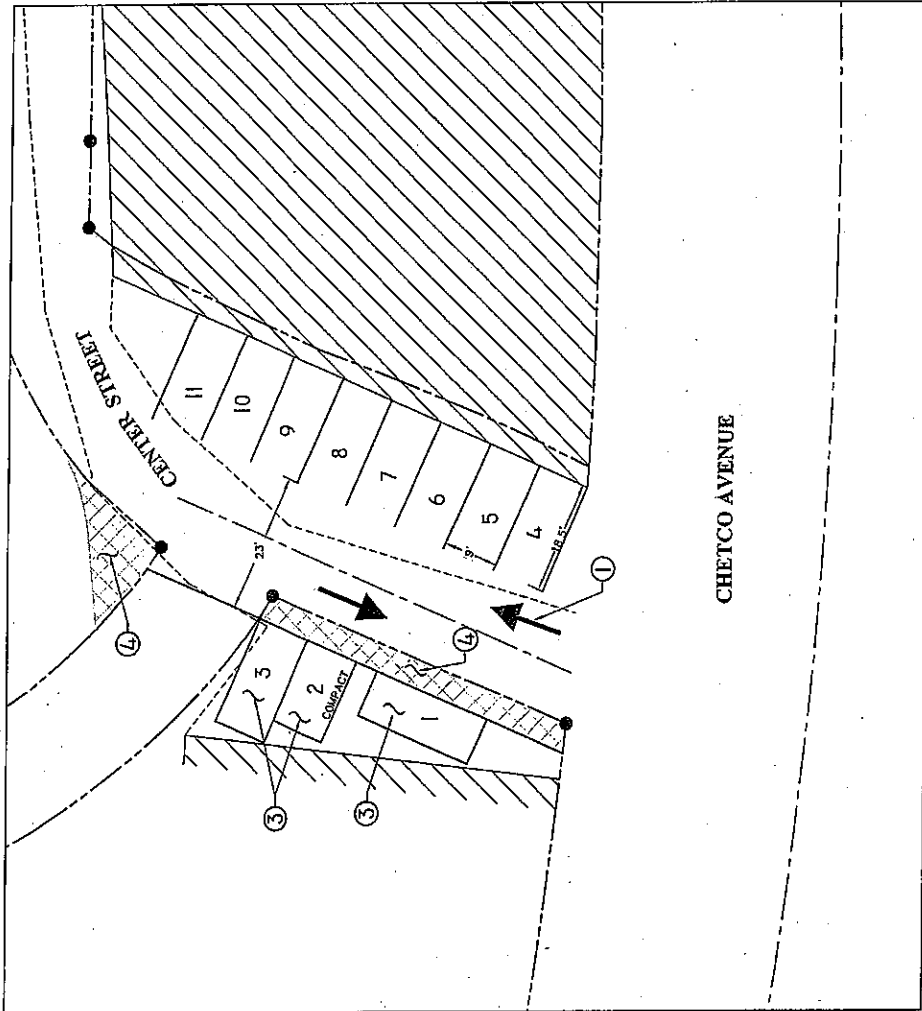
No.	Description	Quantity	Unit	Unit Cost	Item Cost
1	Construction Facilities And Temporary Controls	All	LS	\$4,000.00	\$4,000
2	Demolition	All	LS	\$4,100.00	\$4,100
3	Foundation Stabilization	30	CY	\$50.00	\$1,500
4	Roadway Excavation	150	CY	\$20.00	\$3,000
5	Catch Basins	3	Each	\$1,200.00	\$3,600
6	12" Storm Drain Class III Backfill	130	LF	\$40.00	\$5,200
7	Concrete Driveway R & R	100	SF	\$15.00	\$1,500
8	Valley Gutter	60	LF	\$40.00	\$2,400
9	AC Pavement	80	Ton	\$120.00	\$9,600
10	Aggregate Base	220	Ton	\$25.00	\$5,500
11	Parking Bumpers	10	Each	\$150.00	\$1,500
12	Traffic Sensor Replacement	4	Each	\$600.00	\$2,400
13	Curb Type Retaining Wall	25	LF	\$80.00	\$2,000
14	Striping	All	LS	\$700.00	\$700
Total Construction Cost					\$47,000
Engineering					\$9,400
Contingency					\$8,500
Legal & Administration					\$1,400
Total Project Cost (City Portion)					\$66,300

Private Portion

No.	Description	Quantity	Unit	Unit Cost	Item Cost
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COMMENTS

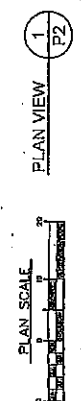
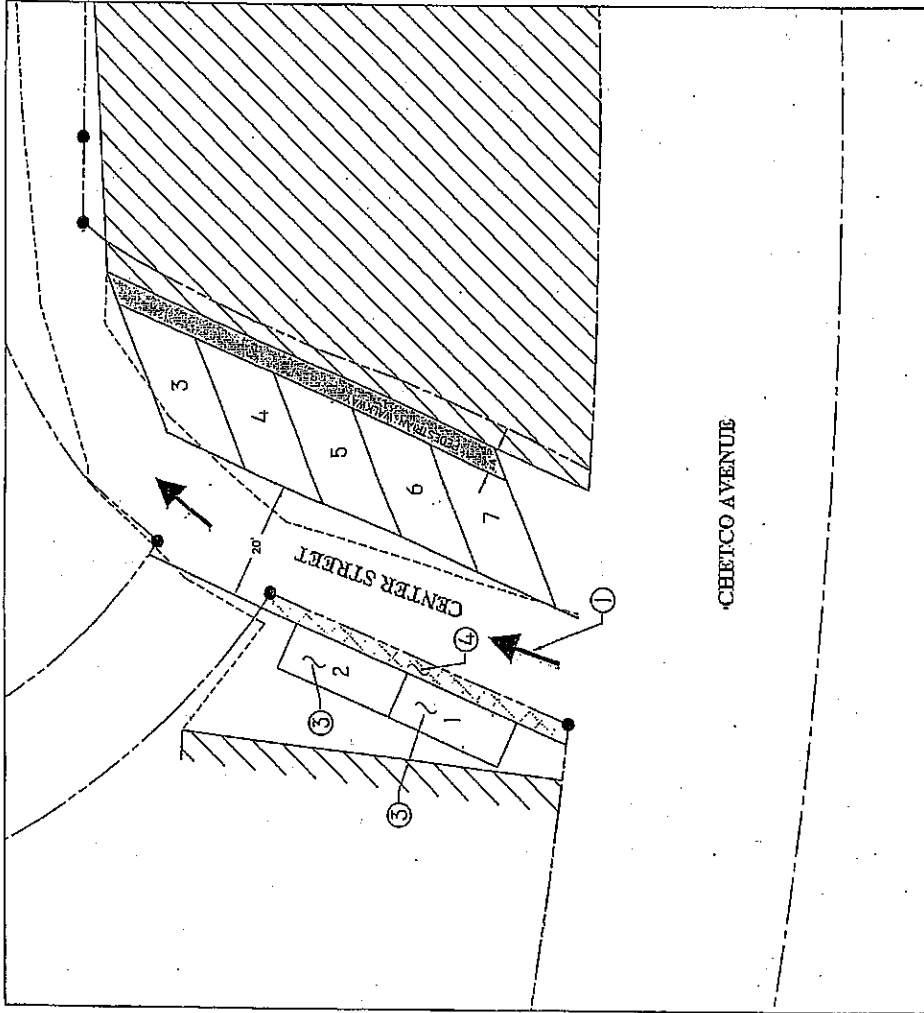
1. PARKING BASED ON ROAD BEING A TWO-WAY ROAD.
2. TRAFFIC SIGNAL LOOPS WILL NEED TO BE DEACTIVATED ON NORTH SIDE OF CHETCO AVENUE.
3. EASEMENTS ARE NEEDED FOR PARKING SPACES 1, 2 & 3.
4. NEED TO ACQUIRE ROADWAY EASEMENT.



REVISIONS NO. DESCRIPTION DATE 1. 2. 3. 4.		PROJECT NO. 145.00A		DRAWING NO. P3	
THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1200 TAYLOR CREEK BAY, OREGON 97140 TELEPHONE (503) 288-0332 FAX (503) 288-0333		DATE JUNE, 2010		SHEET NO. 1 OF 7	
CHECKED: _____ DRAWN: _____ APPROVED: _____		CENTER STREET CITY OF BROOKINGS PARKING OPTION C			
REVISIONS: _____ DATE: _____		THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1200 TAYLOR CREEK BAY, OREGON 97140 TELEPHONE (503) 288-0332 FAX (503) 288-0333			
REVISIONS: _____ DATE: _____		CHECKED: _____ DRAWN: _____ APPROVED: _____			
REVISIONS: _____ DATE: _____		THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. 1200 TAYLOR CREEK BAY, OREGON 97140 TELEPHONE (503) 288-0332 FAX (503) 288-0333			

COMMENTS

1. PARKING BASED ON ROAD BEING CONVERTED TO ONE-WAY.
2. TRAFFIC SIGNAL LOOPS WILL NEED TO BE DEACTIVATED ON NORTH SIDE OF CHETCO AVENUE.
3. EASEMENTS ARE NEEDED FOR PARKING SPACES 1 & 2.
4. NEED TO ACQUIRE 3' ROADWAY EASEMENT.



REVISIONS	DATE	BY	CHKD.	APPROVED

THE DYER PARTNERSHIP
 ENGINEERS & PLANNERS, INC.
 1000 BAY, OREGON 97130
 TEL: 503.255.0332
 FAX: 503.255.0333
 www.dyerplanning.com

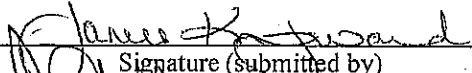
CENTER STREET
 CITY OF BROOKINGS
 PARKING OPTION B

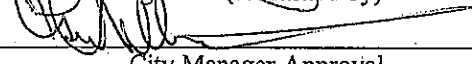
PROJECT NO. 145.00A
 DRAWING NO. P2
 DATE DEC, 2009
 SHEET NO. 1 OF 2

CITY OF BROOKINGS
COUNCIL WORKSHOP REPORT

Meeting Date: September 7, 2010

Originating Dept: ASD



Signature (submitted by)


City Manager Approval

Subject:

New agreement with the Brookings Volunteer Firefighters Association

Recommended Motion:

Direction to forward agreement to the City Council for approval

Financial Impact:

The agreement does not directly impact the budget. The City already budgets \$27,000 annually, to pay the Brookings Volunteer Firefighters Association for fire suppression services.

Background/Discussion:

The Association has a long-term relationship with the City of Brookings to provide fire protection services in exchange for an amount approved during the annual process. In the past, this relationship has not been memorialized in writing, and the attached agreement will do that.

Some highlights from the agreement are:

- The City will pay the Association \$27,000 annually.
- The Association will provide fire protection services to the City and other areas served by the City.
- The Association will provide a list of volunteers annually for certification.
- The City agrees to provide all necessary training for the volunteers to meet minimum State requirements.
- The Association agrees to maintain required records and reports.
- The City shall have access to all necessary books and records of the Association annually and as necessary for audits.

It is noteworthy that this agreement is not creating new requirements or commitments, but attempts to document past and current practices, and make those clear for the future.

Attachment(s): Draft agreement

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2010, by and between the CITY OF BROOKINGS, an Oregon municipal Association (the city), and the BROOKINGS VOLUNTEER FIREFIGHTERS ASSOCIATION, INC. (the Association).

WITNESSETH:

WHEREAS, the city provides fire protection, fire rescue, emergency medical services, and all related services (Fire Protection Services) to its persons and property within the corporate limits of the City of Brookings, Oregon, and other areas served by the City by virtue of intergovernmental agreements for the provision of fire protection services; and

WHEREAS, the Association desires to provide volunteer manpower to assist the city in providing Fire Protection Services;

NOW, THEREFORE, based upon the foregoing and the following covenants herein contained, the parties hereto agree as follows:

1. **SERVICES:** The Association agrees to provide to the City volunteer fire fighting personnel to assist the City of Brookings Fire Department (the Department) in its provision of Fire Protection Services to persons and property situated within the corporate limits of the City of Brookings, Oregon, and other areas served by the City by virtue of intergovernmental agreements for the provision of fire protection services.
2. **FIRE CHIEF:** The Fire Chief for the City of Brookings shall direct the overall management of the Department and shall have other duties and powers as provided by law.
3. **PERSONNEL:**
 - a. **Number:** The Association hereby agrees to maintain a sufficient force of trained volunteer personnel to provide manpower to assist the City in providing Fire Protection Services.
 - b. **Certification:** The Association shall annually, or at any other time as requested by the City, provide the City with a list of the Association's volunteer personnel for certification by the City. The City shall upon receipt of such list notify Association as to those persons so certified. The Association hereby agrees not to discriminate against any individual on the basis of race, religion, color, national origin, sex, age or physical or mental handicap, and to fully indemnify the City for any damages which might be assessed against it should any action be brought against the City as a result of such discrimination by the Association.

- c. **Training:** The city hereby agrees to provide all necessary training for the volunteer personnel. All training shall be prescribed by the Chief of the Department and shall be maintained by all volunteer personnel at minimum requirements as outlined by the State of Oregon. If external training is requested, the Association agrees to pay related expenses.
 - d. **Supervision:** The Association agrees that its volunteer personnel shall comply with the Department's "Standard Operating Guidelines" in its provision of Fire Protection Services to the City and will undertake all necessary actions to ensure such compliance.
 - e. **Records and Reports:** The Association hereby agrees that all volunteer personnel provided pursuant to this agreement shall cooperate with all appropriate state and local authorities to the extent provide by law and/or deemed advisable by the City. This cooperation includes maintaining all necessary reports. Failure to provide written documentation of services shall be subject to disciplinary action as determined by the Chief.
4. **EQUIPMENT AND PROPERTY:** The City now owns and may in the future sell, lease, or purchase certain equipment, including personal protective equipment, for the provision of Fire Protection Services. The City will provide such equipment to the Association for its use in provision of Fire Protection Services; the Association and its members agree to handle and operate such equipment with care. The city will maintain a current inventory of all volunteer firefighters' personal protective equipment purchased by the City for use by the Association.
5. **CONSIDERATION:** As consideration for the services performed by the Association, the City hereby agrees to pay the sum of Twenty-Seven Thousand Dollars (\$27,000.00) starting with the 2009-2010 fiscal year, to be paid by the City to the Association in twelve (12) monthly equal installments of \$2,250.00, commencing July 2009 and continuing every calendar month thereafter for each fiscal year. Future compensation shall be established by the City's regular budget process and approved in an amount to be determined by the City of Brookings Budget Committee and adopted by the City Council of the City of Brookings.

These funds are used by the Association to pay for expenses that include, but are not limited to, safety equipment for the department, food for department functions and drills, clothing allowance for volunteers based on response and drill attendance, officer duty stipend for weekend duty, fire department logo wear, volunteer training such as the State Firefighters conference, and contributions to fire-related causes such as "Fill the Boot" and the Brookings K-9 program.

It is further agreed by the parties that the City shall have access to all necessary books and records of the Association on an annual basis and at such other times as are reasonably necessary by the City for response to audits or to determine the accuracy of certification processed and the disposition of funds appropriated. The City shall, to the fullest extent

possible under appropriate law, maintain the confidentiality of the Association's books and records.

The Association Treasurer shall, in writing, bill the City for the services rendered or equipment purchased by the Association for which they are entitled to compensation pursuant to the paragraph.

6. **INSURANCE.** The City agrees to keep and maintain a \$10,000.00 life insurance policy on each volunteer firefighter pursuant to ORS 243.025. The City also agrees to elect to have volunteer personnel considered as subject workers for the purposes of providing workers' compensation coverage, pursuant to ORS 656.031(2), and to keep and maintain such workers' compensation coverage on each volunteer firefighter during the term of this Agreement.
7. **EVALUATION OF OPERATIONS AND PERSONNEL:** Annually, on or before September 15 of each year or as may be otherwise requested by the Chief, the Chief shall provide a written evaluation of the City's fire operations, including an evaluation of the assistance provided pursuant to this agreement.
8. **MODIFICATION:** It is expressly agreed by the parties hereto that the terms hereinbefore set out constitute the complete agreement between the parties on all terms and that any modification thereof shall be in writing and signed by the parties hereto.
9. **TERMS AND TERMINATION:** The terms and conditions herein set forth become effective on July 1, 2009 and shall remain in full force and effect through June 30, 2011. This contract shall automatically be renewed for additional terms of one year, unless one party delivers written notice not less than thirty days prior to the expiration date of that party's intent to terminate the Agreement. For the purposes of this paragraph, expiration date is defined as the latest date of signature hereon, or the anniversary date of such signature, as the case may be.

This Agreement may be terminated by written mutual consent of the parties. In addition, this agreement may be terminated by the City by not less than thirty days' written notice to the Association specifying the termination date. This right to terminate shall be exercised in good faith, for any reasonable cause, including but limited to insufficient funding sources; new or modified federal or state laws, regulations, or guidelines; denial, revocation, or other loss or invalidation of any license or certificate required to be held by Consultant; dissolution of the Association or any other occurrence rendering the Association unable to perform its duties under this contract.

10. **SEVERABILITY:** The Parties agree that if any term or provision of the Agreement is declared by a court or competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the

parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

11. EXECUTION AND COUNTERPARTS: This agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

12. MERGER CLAUSE: This Agreement may be amended only by an instrument in writing executed by all the parties. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. A provision of this agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this agreement on the _____ day of _____, 2010.

CITY OF BROOKINGS

BROOKINGS VOLUNTEER FIREFIGHTER ASSOC.

Mayor Larry Anderson

Meagan Kohnert, President

Justin Burkhalter, Vice President

Tom Kerr, Treasurer