

**WALDPOR CITY COUNCIL
JANUARY 14, 2020
WORKSHOP NOTICE AND AGENDA**

THE WALDPOR CITY COUNCIL WILL MEET ON TUESDAY, JANUARY 14, 2020 AT 6:00 P.M. IN THE COUNCIL MEETING ROOM, 125 ALSEA HIGHWAY, TO TAKE UP THE FOLLOWING AGENDA:

1. CALL TO ORDER AND ROLL CALL
2. CITIZEN COMMENTS AND CONCERNS
3. WORKSHOP ITEMS:
 - A. *Discussion of hiring standards, criteria and policy directives for the recruitment of the Chief Executive Officer, pursuant to ORS 192.660(7)(d)(C)(D).*
 - B. *Other Issues**
4. ADJOURNMENT

*Denotes no material in packet

The Council Chambers are accessible to all individuals. If you will need special accommodations to attend this meeting, please call City Hall at (541)563-3561 during normal business hours.

Notice given this 7th day of January, 2020

City of Waldport

CITY MANAGER

GENERAL STATEMENT OF DUTIES:

The City Manager is the chief administrative officer and head of the administrative branch of the City of Waldport. Most duties of this classification involve working with community leaders, department or division heads of the City, and the general public. Actions taken are on broad policy, planning, and budget problems of the City operations as directed by the City Council.

DISTINGUISHING FEATURES OF THE CLASSIFICATION:

Acting as the chief administrative officer and head of the administrative branch of the City, the City Manager shall have control and general supervision over all city employees and all appointive City officers unless specifically excluded herein. Operates under State Laws, the City Charter and Ordinances as well as direction and rulings of the City Council.

SUPERVISION RECEIVED:

Work is performed under the general supervision of the City Council.

SUPERVISION EXERCISED:

Responsible for delegating the assignment and evaluating the work for all City employees. All Department and Division heads report to this position and are under its general supervision. Directly supervises all Administrative Department positions. Supervises the departments to the end of attaining the utmost efficiency in each of them. Therefore, the City Manager shall have the power to employ, discipline, dismiss, or transfer and employee from one department to another, pursuant to the personnel rules adopted by the City Council; providing, however, that any Department head dismissed by the City Manager may appeal that dismissal to the City Council, and that prior notification of such action must be given to the City Council.

SPECIFIC EXCLUSIONS TO CITY MANAGER'S AUTHORITY:

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

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

KEY PERFORMANCE AREAS:

The City Manager shall:

1. Devote his/her entire time to the discharge of official duties, attend all meetings of the Council unless excused therefrom by the Council or the Mayor, keep the Council advised at all times of the affairs and needs of the City, and make reports annually, or more frequently if requested by the Council, concerning all departments of the City.
2. Enforce all ordinances of the City including the provisions of all franchises, leases, contracts, permits and privileges granted by, or running to the City.
3. Act as purchasing agent for all departments of the City. All purchases must be made by requisition signed by the City Manager.
4. Be responsible for preparing and submitting to the Budget Committee the annual budget estimates and such other reports as the City Council may request.
5. Supervise all public utilities owned and operated by the City and shall have general supervision over all City real or personal property.
6. Act as business agent of the Council for the sale of real estate and matters relating to franchises and leases.
7. Supervise the expenditures of all departments, divisions or services of the City and analyze and supervise the functions, duties and activities of the various departments, boards and services of the City, and all employees thereof; make recommendations to the Mayor and City Council which, if adopted, will result in greater efficiency of the overall operation of the City of Waldport's government.
8. When authorized by the City Council, the City Manager shall develop and organize improvement projects/programs, and assist the Mayor and City Council in carrying the same through to a successful conclusion.
9. Make and keep an inventory of all personal and real property owned by the City and advise the Mayor and Council concerning the purchase of new machinery,

equipment, supplies, or services which can be obtained under terms and conditions most advantageous to the City.

10. Make, or cause to be made, studies and surveys of the responsibilities, duties and work of the personnel employed by the City; inform and update the Mayor and Council in regard to his/her decisions on abolition, consolidation, transfer, or removal of positions or personnel, or any other administrative decisions made by the City Manager which in his/her judgment will increase administrative efficiency.
11. Endeavor at all times to exercise the highest degree of tact, patience, and professional courtesy in his/her contacts with the public, personnel employed by the City, and all elected and appointed officials, to the end that the highest possible standards of public service shall be maintained.
12. Perform such other duties as may be required of him/her by the Mayor and Council, not inconsistent with the laws of the State, the Charter, and Ordinances of the City of Waldport.

EMPLOYMENT STANDARDS:

The City Manager shall:

1. Be appointed by the Common Council of the City of Waldport, shall serve for an indefinite term, and may be removed with or without cause by a majority vote of the members of the City Council presently holding office at the time of such vote.
2. Receive such compensation as the Mayor and Common Council shall fix from time to time by motion noted in the minutes of the Council.
3. At the time of appointment need not be a resident of the City of Waldport, or of the state, but within six months after the date of appointment shall reside within said City and State for the balance of the individual's tenure in office.
4. Be required to carry a bond for the faithful performance of the duties of office in an amount to be determined by the City Council. Expense of said bond shall be paid from the budget of the City Manager's office.

EDUCATIONAL REQUIREMENTS:

Bachelor's Degree in Business/Public Administration or a closely related field.

EXPERIENCE:

Five years progressively responsible public or business management experience affording a knowledge of local and state laws.

KNOWLEDGE OF:

Principles/practices of public budgeting, finance, banking, reporting, and personnel management, assigning and supervising the work of others; municipal government powers, functions, organization, intergovernmental relationships; all office equipment, including word processing programs, office practices, procedures and methods; and of legal requirements and procedures involved in conducting elections.

SKILL IN:

Establishing and maintaining cooperative and harmonious working relationships with City employees, the general public, representatives of business, governmental organizations, legislative and administrative officials.

ABILITY TO:

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

ESSENTIAL FUNCTIONS:

Application of the principles of budgeting, banking, finance, reporting, personnel management; directly assigning, supervising, and evaluating the work of others; properly delegating responsibilities to the appropriate departments or individuals. Advising and reporting to the Council concerning affairs of the City; enforcing all City ordinances, franchise, leases, contracts, permits and privileges granted by, or running to the City. Acting as purchasing agent for all departments of the City; preparing and submitting to the Budget Committee annual budget estimates; supervising the overall operation of all public utilities owned/operated by the City, and all City real or personal property, including acting as business agent of the Council for the purchase or sale of real estate, including franchises and leases. Supervising the expenditures of all

departments, divisions or services of the City; analyzing and supervising the functions, duties and activities of the various departments, boards and services; developing improvement projects and programs. Performing such other duties as may be required, which are not inconsistent with the laws of the State, the Charter, and Ordinances of the City.

PRE-EMPLOYMENT REQUIREMENTS:

Drug screen, bondability, educational and experience verification.

Demonstrated ability to perform essential functions.

COMPENSATION TYPE: Monthly

EXEMPTION STATUS: Exempt

JOB GRADE: Entry level through Step _____

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of December, 2013, by and between the City of Waldport, Oregon, hereinafter referred to as "CITY" and Kerry E. Kemp, hereinafter referred to as "MANAGER".

WITNESSETH

WHEREAS, CITY and MANAGER desire a written agreement, serving as a basis for effective communication, and avoiding misunderstanding; and

WHEREAS, it is the desire of the CITY to employ the services of MANAGER of the City as provided by and subject to the limitations of the City Charter and to (1) secure and retain the services of the MANAGER and to provide inducement for that person to remain in such employment, (2) to make possible full work productivity by assuring MANAGER's morale and peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of MANAGER, and (4) to provide a just means for terminating MANAGER's services at such time as he may be unable to fully discharge his duties or when CITY may otherwise desire to terminate this employ;

THEREFORE, in consideration of the mutual covenants herein contained and for consideration herein specified, the CITY and MANAGER mutually agree:

SECTION ONE - DUTIES

CITY hereby agrees to employ MANAGER as City MANAGER to perform the functions and duties of City MANAGER, consistent with state law, City Charter and ordinances including but not limited to the following: serve as chief administrative officer of the City; direct and coordinate activities of all City departments and implement policy as established by City Council; exercise direct or delegated supervision over all employees of the City; directly supervise all department heads and executive secretary. The MANAGER shall not be responsible for the supervision, activities, or responsibilities of the City Attorney, Municipal Judge or the Auditor.

SECTION TWO - TERM

The term of this agreement shall commence on January 13, 2014 and shall continue for an indefinite term as provided in the Agreement. MANAGER agrees and understands that the position is "at will" and that the City MANAGER serves at the pleasure of the City Council.

- (a) Nothing in this agreement shall prevent, limit or otherwise interfere with

the right of the City Council to terminate the services of MANAGER at any time during this agreement, subject only to the provisions set forth in this agreement.

(b) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the MANAGER to resign at any time from his position with the CITY, subject only to the provisions set forth in this agreement.

(c) MANAGER agrees to remain in the employ of the CITY during this agreement, and neither to accept, nor to become employed by any other employer, unless said termination is effective as hereinafter provided.

SECTION THREE - TERMINATION AND SEVERANCE

In the event MANAGER is involuntarily terminated and during such time as MANAGER is willing and able to perform the assigned duties, then in that event CITY agrees to pay MANAGER a lump sum cash severance payment equal to three (3) months' pay at MANAGER'S highest rate of pay for the current contract year. Thereafter, for each additional year of employment MANAGER'S severance entitlement will increase by one extra month of salary not to exceed a total of six months salary.

If the MANAGER voluntarily resigns his position with the CITY, the MANAGER shall give the CITY at least sixty (60) days written notice in advance. If MANAGER is found by the Council or ultimately by a court of competent jurisdiction to have committed malfeasance or misfeasance in office, the CITY shall have no obligation to pay any accrued benefits, including severance pay as set forth above.

SECTION FOUR - SALARY AND BENEFITS

A. Salary. The CITY agrees to pay the MANAGER for services rendered an annual salary of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00) payable in the same installments and in the same manner as other employees are paid. In addition, MANAGER shall receive an annual Cost of Living Adjustment (COLA) equal to the annual Consumer Price Index (CPI) as provided other employees. There may be additional salary and benefit increases as determined by the City Council after review of MANAGER's performance and/or made at the same time as similar consideration to other employees.

B. Insurance - Health, Life and Disability. The CITY agrees to put into full force and effect appropriate insurance coverage as provided other employees of the CITY.

C. Personal Leave. MANAGER shall accrue personal leave at the rate of fifteen (15) days per year (120 hours), with a one-time startup bank of 24 hours.

D. Dues and Subscription. CITY agrees to budget and to pay for reasonable professional dues and subscriptions of MANAGER for participation and continuation of professional growth and advancement.

E. Professional Development. CITY agrees to budget and pay for

reasonable travel and expenses of MANAGER for meetings, courses and occasions adequate to continue the professional development of MANAGER.

F. General Expenses. The CITY recognizes that certain expenses are incurred for official and job affiliated functions for the CITY by MANAGER and hereby agrees to reimburse or pay the actual amount of such general expenses on a monthly reimbursement basis upon receipt of statement or personal affidavit. Mileage will be reimbursed at the federal rate for the region.

G. Bonding. The MANAGER shall give a bond in an amount and with such surety as is approved by the City Council. The premiums on the bond shall be paid by the CITY.

H. Relocation. CITY agrees to pay MANAGER an amount not to exceed \$2,000 (receipts required) for direct relocation expenses.

I. Other Benefits. MANAGER shall receive all benefits paid to other employees, including, but not limited to, the following:

- 1) Payments to the Oregon Public Employers Retirement System;
- 2) Reasonable paid sick, bereavement and like time off on an as needed basis (rather than as on an accrued basis);
- 3) Long term disability benefits;
- 4) Holidays which fall on days normally worked; and
- 5) Any other benefits enjoyed by employees.

J. Personnel Rules. The parties agree that the MANAGER is exempt from the personnel rules of the City as may be amended, supplanted or otherwise changed. MANAGER is employed to perform the MANAGER'S duties as set forth in Section One of this document. If there is a question regarding a MANAGER personnel issue, the issue should be discussed between the City Council and the MANAGER. The MANAGER'S work week shall consist of a minimum of forty (40) hours. In addition, MANAGER shall attend all regular and special meetings each month, unless excused. Overtime will not be paid. The parties anticipate that the MANAGER'S work schedule will be flexible and his hours set by him. The parties contemplate that flexibility will provide benefits to both parties.

SECTION FIVE - ANNUAL PERFORMANCE AND GOAL SETTING EVALUATION

Annually, the CITY and MANAGER shall define goals, performance objectives and priorities which they determine necessary for the proper operation of the City and attainment of Council's policy objectives.

Further, the mayor and individual City Council members are encouraged to periodically identify their concerns to the MANAGER by either informal discussions with the MANAGER or by more formal means during Council meetings. Except as otherwise directed by the City Council, MANAGER'S job performance shall be reviewed

after the first six months and first year of employment. Thereafter, employment evaluations shall be conducted annually on or about the anniversary date of the MANAGER'S employment with the City. The evaluations shall be in closed executive session (unless requested otherwise) for the purpose of evaluating the MANAGER's performance.

In the event the CITY determines that the performance of the MANAGER is unsatisfactory in any respect or needs significant improvement in any area, the CITY shall describe these concerns in writing and in reasonable detail or with specific examples so as to be objective and positive in nature. The MANAGER shall be given a reasonable amount of time to respond to these concerns and to take corrective action.

SECTION SIX - PROFESSIONAL LIABILITY/INDEMNIFICATION

The CITY agrees to defend, hold harmless and indemnify the MANAGER from any and all demands, claims, suits, actions and legal proceedings brought against MANAGER in his official capacity as agent and employee of the CITY, arising out of an alleged act or omission occurring during the performance in the course and scope of the MANAGER's duties as City MANAGER during and after his employment.

SECTION SEVEN - GENERAL PROVISIONS

A. Other terms and conditions of employment may be determined by the CITY relating to the duties and performance of the MANAGER, provided that such terms and conditions are not inconsistent with the provisions of the agreement, the City Charter or any other law. Nothing shall restrict the ability of the CITY and MANAGER to mutually and in writing amend or adjust the terms of the agreement. MANAGER reserves the right to discuss the terms or termination of the agreement with the Council as a whole in either closed executive session or in regular session as the MANAGER deems appropriate.

B. The text herein shall constitute the entire agreement between the parties and any oral or other understandings are not binding upon the parties, unless specifically amended in writing by mutual agreement. Their agreement shall be binding and inure to the benefit of the heirs at law and executors of MANAGER. The agreement shall be effective as of December 12, 2013. Provided that all compensation and benefits under this Agreement shall begin to accrue as of MANAGER's actual start date, currently anticipated to be January 13, 2014.

C. If any provision, or any portion thereof, contained in the agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the agreement, or a portion thereof, shall be deemed severable and shall not be effected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Waldport, Lincoln County, Oregon, has caused the agreement to be signed and executed in its behalf by its Mayor, and duly

attested by its City Recorder, and the MANAGER has signed and executed the agreement, both in duplicate, the day and year first above written.

City Manager

Mayor

ATTEST:

City Recorder