



City Council Special Meeting Agenda
February 10, 2021
5:30 PM

Mayor: Robert Duncan
Council President: Mike Caughey
Councilors: Kimberly Downey, Robert Boese, Adam Keaton, Randy Klemm, and Charlotte Thomas.
Meeting Location: Harrisburg Municipal Center @ 354 Smith St.

PUBLIC NOTICES:

1. *This meeting is open to the public and will be tape-recorded.*
2. *Copies of the Staff Reports or other written documents relating to each item on the agenda are on file in the office of the City Recorder and are available for public inspection.*
3. *All matters on the Consent Agenda are considered routine and will be enacted by one motion. Any member of the public can request that a matter be removed from the Consent Agenda for discussion. It will then be discussed under the "Other" part of the meeting schedule.*
4. *The City Hall Council Chambers are handicapped accessible. Persons with disabilities wishing accommodations, including assisted listening devices and sign language assistance are requested to contact City Hall at 541-995-6655, at least 48 hours prior to the meeting date. If a meeting is held with less than 48 hours' notice, reasonable effort shall be made to have an interpreter present. The requirement for an interpreter does not apply to an emergency meeting. ORS 192.630(5)*
5. *Persons contacting the City for information requiring accessibility for deaf, hard of hearing, or speech-impaired persons, can use TTY 711; call 1-800-735-1232, or for Spanish voice TTY, call 1-800-735-3896.*
6. *The City of Harrisburg does not discriminate against individuals with disabilities, and is an equal opportunity provider.*
7. *For information regarding items of discussion on this agenda, please contact City Recorder/Assistant City Administrator Michele Eldridge, at 541-995-6655*
8. *Meetings are held in a facility that is disinfected. Masks are required if there are 10 or more people in the room. Seating is set with 6' physical separation in mind.*
9. *If you wish to testify, and are unable to attend due to the Coronavirus Pandemic, please contact the City Recorder to be placed on a Conference Call list during the meeting.*

CALL TO ORDER AND ROLL CALL by Mayor, Robert Duncan

CONCERNED CITIZEN(S) IN THE AUDIENCE. (Please limit presentation to two minutes per issue.)

NEW BUSINESS

THE MATTER OF AN EXECUTIVE SESSION UNDER 192.660(1)(2)(A) TO INTERVIEW TWO CITY ADMINISTRATOR CANDIDATES.

**AN EXECUTIVE SESSION UNDER ORS 192.660 (1)(2)(A) WILL BE HELD AT THIS TIME:
THE GOVERNING BODY OF A PUBLIC BODY MAY HOLD AN EXECUTIVE SESSION: (A)
TO CONSIDER THE EMPLOYMENT OF A PUBLIC OFFICER, EMPLOYEE, STAFF MEMBER
OR INDIVIDUAL AGENT.**

STAFF REPORT:

Exhibit A: City Administrator Competencies Evaluation Form

Exhibit B: Draft Sample Employment Agreement

**ACTION: (AFTER ALL INTERVIEWS ARE COMPLETE ON FEBRUARY 10TH):
MOTION TO APPROVE EXTENDING A CONDITIONAL OFFER OF EMPLOYMENT TO:
_____. 2. A SECOND ACTION WOULD BE TO REVIEW THE GENERAL
TERMS OF A CITY ADMINISTRATOR EMPLOYMENT CONTRACT AND MOTION TO
AUTHORIZE THE CITY ADMINISTRATOR TO NEGOTIATE THE DETAILED TERMS OF
A NEW AGREEMENT WITH THE SELECTED CANDIDATE.**

ADJOURN

Agenda Bill
Harrisburg City Council
Harrisburg, Oregon

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STAFF REPORT:

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ACTION: (AFTER ALL INTERVIEWS ARE COMPLETE ON FEBRUARY 10TH): MOTION TO APPROVE EXTENDING A CONDITIONAL OFFER OF EMPLOYMENT TO: _____. 2. A SECOND ACTION WOULD BE TO REVIEW THE GENERAL TERMS OF A CITY ADMINISTRATOR EMPLOYMENT CONTRACT AND MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO NEGOTIATE THE DETAILED TERMS OF A NEW AGREEMENT WITH THE SELECTED CANDIDATE.

THIS AGENDA BILL IS DESTINED FOR: Regular Agenda - Feb. 9, 2021, @ 6:30 & Feb. 10, @ 5:30 pm, 2021.

BUDGET IMPACT		
COST	BUDGETED?	SOURCE OF FUNDS
Unknown currently	\$ 9,600 this fiscal year	Transfer from GF Contingency

STAFF RECOMMENDATION:

Staff recommends to carefully interview all of the candidates recommended by the Personnel Committee and be prepared to choose one to make a conditional offer of employment at the conclusion of your interviews.

BACKGROUND INFORMATION:

The City Council approved a City Administrator recruitment plan at its Jan. 11th meeting. Since then, staff has been soliciting applicants through a broad variety of media. As a result, 21 individuals have applied and approximately 7 or 8 were considered as possibly acceptable candidates.

All 21 applications were reviewed by the Personnel Committee on Feb. 1st. They chose four candidates to recommend for City Council interviews. The resumes and application materials for these candidates has already been sent to you.

Since then, staff has scheduled Candidates No. 1 & 2 for interviews on Feb. 9th at approximately 7:15 – 8:30 and 8:30 – 9:45, respectively. Candidates # 3 & 4 are scheduled for 5:45 – 7:00 and 7:15 – 8:30 on Feb. 10th.

I anticipate final deliberations will go from 8:30 – 10:00 on the evening of the 10th.

Keep in mind, City Council does not have to make a conditional offer of employment to any of these candidates but could reject all candidates and ask the Personnel Committee to select one or more of the remaining 17 applicants for in-person interviews.

The employment agreement that is being reviewed is the standard agreement that was used for Brian Latta. Staff has highlighted the sections that will change based upon negotiations. Please review these sections and discuss whether Council would like any changes to them.

REVIEW AND APPROVAL:

_____ John Hitt City Administrator	_____ Date
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City Administrator Competencies Evaluation

Panel Members:

Date:

Candidate	Leader ship Skills	Proactive & Effective Solutions	Collaboration & Teamwork	Strong Supervision Skills	Knowledge of Municipal Operations	Public Financing & Budgeting	Knowledge of HR Practices & Labor Laws	Knowledge & Experience with Grant Writing	General Planning	Economic Develop- ment	Strong Oral Communi- cation & Command of Language	Exhibits Confid- ence & Professi- onalism	Vete- ran/ Disa- bled Vete- ran	Total

*Add columns for the number of competencies being evaluated

For Each competency award a check mark for adequate skill level and two for proficient skill level

Vets preference should be one check mark and two checkmarks for disabled Vet



CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

PARTIES:

City of Harrisburg, Oregon ("the City"), & _____ ("the Administrator")

RECITAL:

The purpose of this agreement is to establish the mutual and respective responsibilities, terms, and conditions under which the Administrator will serve the City as its Administrator. Therefore, the parties agree as follows:

1. DUTIES AND RESPONSIBILITIES.

- 1.1 The City agrees to employ the Administrator as City Administrator to perform (1) the functions and duties specified in the Charter, the Ordinances, and the resolutions of the City, (2) as required by state and federal laws, and (3) to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time as more fully stated in the Job Description.
- 1.2 The Administrator shall also serve as City Planner, Enterprise Zone manager, and Executive Director of the Harrisburg Redevelopment Agency.

2. LENGTH OF EMPLOYMENT.

- 2.1 This employment agreement shall continue indefinitely.
- 2.2 The City shall have the right to end this agreement at any time, subject only to the provisions set forth in Section 9 of this agreement.
- 2.3 The Administrator shall have the right to end this agreement at any time, subject only to the provisions set forth in section 9 of this agreement.

3. START DATE. The date the Administrator began working for the City on May 20th, 2013.

4. SALARY.

- 4.1 The City agrees to pay the Administrator for his services rendered an annual sum of _____
- 4.2 Bonuses, pay increases, and fringe benefits may be considered by the City Council at any time.
- 4.3 Compensation shall be paid pursuant to the City's payroll policies and practices applicable to other city employees.
- 4.4 Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment and shall become part of the agreement.

5. RESIDENCY. The Administrator shall reside within _____ miles or _____ minutes of the City of Harrisburg within one year.

6. **HOURS OF WORK.** The minimum expected work hours for the Administrator are 40 hours per week. Effective July 1st of each fiscal year, Administrator shall receive paid administrative leave in addition to vacation, sick and holiday leave as follows:

- 5 days per year (40 hours)

Administrative leave must be taken by June 30th of each year. Unused administrative leave days will not be cashed out and will not accrue from year to year and shall be forfeited if not used.

Effective October 31st of each fiscal year, Administrator shall receive 40 hours of paid compensation.

7. **BENEFITS.**

7.1 The Administrator shall be entitled to the same benefits as provided to other employees of the City with the following exceptions: (1) the Administrator will be credited as of the date of employment with 24 hours of sick leave and will accrue sick leave thereafter at the rate of four hours per pay period; (2) the Administrator will be credited with 40 hours of vacation credit effective June 1, 2013; (3) the Administrator will accrue vacation time at a rate of 3.67 hours per pay period during the first year of employment; and, (4) the Administrator will accrue vacation time at a rate of 5.34 hours per pay period beginning after the first year of employment and continuing through the tenth year of employment, with vacation time thereafter accruing at the same rate as for other employees.

7.2 The City agrees to pay the Administrator \$25 per month, paid quarterly, for use of his personal cell phone in the discharge of his duties.

7.3 The City shall be a member of the League of Oregon Cities; and, the City agrees to pay for the Administrator's membership in the Oregon City County Managers' Association and ICMA.

7.4 The City agrees to pay for all costs related to attending the Oregon City County Managers' Association annual conference, and the ICMA annual conference.

7.5 If funds are available, the City Council will consider authorizing the Administrator's attendance at other professional development opportunities.

8. **PERFORMANCE EVALUATION.** The council shall meet annually, no later than the 15th day of February of each year, with the Administrator to discuss Administrator-Council relationships, to assess the Administrator's job performance and to review his annual salary. Said meeting shall be in executive session unless an open meeting is requested by the Administrator. The evaluation shall be made in reference to the job description of the Administrator and goals and objectives established for the Administrator for that year of evaluation. The purposes of the evaluation are to improve administrative leadership, maintain open lines of communication, and to enhance relations between the Council and the Administrator. The Administrator shall be entitled to meet with the Council to review its evaluation and supply any information that he may deem pertinent. The mayor may assign some of the performance evaluation duties to the Personnel Committee so long as final decisions are made by the Council after the Administrator has had an opportunity to meet with the Council to discuss matters of mutual interest.

9. **TERMINATION AND SEVERANCE PAY.**

9.1 In the event the Administrator is terminated by the City while the Administrator is willing and able to perform his duties under this agreement, then the City agrees to pay the

Administrator a lump sum payment equal to four (4) months of his aggregate salary and benefits.

- 9.2 In the event the Administrator is terminated because he willfully and repeatedly fails or refuses to adequately meet the requirements of his job description or comply with the policies, rules, regulations, and standards established by the Council in accordance with the City Charter and which have been communicated to him, or because he commits any felony or other acts of willful misconduct connected with his employment, the City shall be relieved of any responsibility to pay the severance pay referenced in section 9.1 above.
- 9.3 In the event the Administrator voluntarily resigns his position while this agreement is in effect, then the Administrator shall not be entitled to severance pay in accordance with this section.
- 9.4 In the event the Administrator voluntarily resigns his position with City then the Administrator shall give City two (2) month notice in advance, unless the parties agree otherwise in writing.
- 9.5 If the Administrator is permanently disabled or is otherwise unable to perform his duties without reasonable accommodation because of sickness, accident, injury, mental incapacity or health for a period of ten (10) successive weeks, City shall have the option to terminate this agreement subject to the severance pay requirements of this section.

10. **ATTORNEY FEES.** In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee and related costs, including appellate costs, to be determined by the Court or Arbitrator(s).

11. **ETHICAL COMMITMENTS.** The Administrator will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

The City shall support the Administrator in keeping these commitments by refraining from any order, direction or request that would require Administrator to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

12. **AMENDMENTS.** This Agreement may be amended only by an instrument in writing executed by all the parties.

13. **ENTIRE AGREEMENT.** 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.

14. **SEVERABILITY.** If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

15. **WAIVER.** 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.

Agreed to this 12th day of February, 2019.

City of Harrisburg by Robert Duncan, Mayor

Brian Latta

Attachments: ICMA Code of Ethics