

REGULAR AGENDA

**City of Willamina
Staff report**

Date: Thursday August 15, 2017
To: City of Willamina City Council and Mayor
From: Debbie Bernard, City Recorder
Subject: City Manager Contract Agreement

Background:

The City contracted with Mid-Willamette Council of Governments "COG" to do the 2017 City Manager Recruitment. The process started in May 2017. After the recruitment advertisement and review of applicants, candidates were selected for interviews. City Council interviewed five candidates. After an intense interview process, the Mayor and Council selected their candidate Kenna West.

The attached City Manager Contract Agreement is for your review and consideration of approval. The Contract is between the City of Willamina and Kenna West for the position of City Manager.

Financials

The City has been invoiced to date by "COG" \$3,150.00. The recruitment cost was contracted for \$5,000.00.

Council Options

Approve the City Manager Contract Agreement as presented.
Continue the review of City Manager Contract Agreement
Not approve

Staff Recommendations:

Approve the City Manager Contract Agreement

An Equal Opportunity Employer

*411 N.E. "C" Street – P.O. Box 629, Willamina, Oregon 97396 - Telephone: (503) 876-2242 / Fax:
(503) 876-1121*

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____, by and between the CITY OF WILLAMINA , an Oregon municipal corporation, (hereinafter "City") and KENNA WEST (hereinafter "Employee").

RECITALS

WHEREAS, the City has appointed Employee as City Manager with the full authority of that position as provided in the Charter of the City of Willamina and relevant ordinances; and

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City Council to: (1) retain the services of the Employee; (2) to make possible full productivity by assuring Employee's job security; (3) to encourage Employee to take strong positions on issues consistent with Council policy; (4) to set down precise terms of employment and (5) to provide a just means for terminating Employee's services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties.

City agrees to employ Employee as City Manager of the City of Willamina to perform the functions and duties specified in the Charter of the City of Willamina, relevant ordinances and to perform such other legally permissible and proper duties as the City Council shall assign. These duties include but are not limited to the following:

- Overall management, administration and direction of City operations;
- Hiring, disciplining and firing of all City employees/agents except Municipal Judge, City Recorder and City Attorney;
- Negotiating, executing and administering City contracts within budget appropriations pursuant to City policy and ordinance;
- Providing policy advice to elected officials;
- Maintaining open communications with the community to thereby foster both responsive and courteous public services;
- Working toward achieving goals set by the City Council; and
- Other duties as the City Council may, from time to time, assign.

Section 2. Term.

A. This Agreement commences August 16, 2016 and expires on August 16, 2019. When the Agreement expires, the City has no further financial or other obligation to the Employee. In the event the Council desires to extend the Agreement beyond the expiration date, the Council must do so through an amendment.

B. Council will either extend this Agreement or allow it to expire. In the event Council does not extend this Agreement, the City agrees to provide sixty (60) calendar days written notice to Employee. In the event the City does not provide sixty (60) calendar days written notice to Employee, Employee will receive compensation equal to the amount of time the City was deficient in providing notice. Employee shall receive payment for the deficiency in Employee's final paycheck.

C. Nothing in this Agreement limits, prevents or otherwise interferes with the right of the City Council to terminate the services of Employee subject only to the provisions set forth in this Agreement.

D. Nothing in this Agreement prevents, limit or otherwise interferes with the right of Employee to resign at any time from her position with City subject only to the provisions set forth in this Agreement.

E. Employee agrees to remain in the exclusive employ of the City during the term of this Agreement, unless Employee receives approval from City Council to hold outside employment.

Section 3: Termination.

A. Notice. Before the Agreement expires, this Agreement may be terminated by either the City or Employee for any reason whatsoever upon giving not less than thirty (30) calendar days' written notice to the other party.

B. Continued Employment During Notice Period. In the event the City terminates this Agreement before the expiration date, the City Council may, at its discretion, opt not to have Employee continue in her position during that thirty day period.

C. Severance. In the event Employee is terminated without cause by the City Council before expiration of this Agreement and during such time as Employee is willing and able to perform the duties of City Manager, then City agrees to pay Employee four (4) months' base salary. Payment of the applicable amount shall be made monthly, each payment being the value of one (1) month's salary. The right to said payment ceases if during the period of the scheduled payments Employee accepts employment with another employer (including self-employment). Employee has an affirmative obligation to notify City upon acceptance of other employment. In the event Employee fails to notify City of her employment, City shall have the right (but not the obligation) to seek recovery from Employee of any and all amounts improperly received as well as recovery of any cost(s) or fee(s) (including attorney fees) City incurs in pursuit thereof. In the

event the City Council decides not to extend the Agreement and the Agreement expires, Employee is not entitled to severance.

D. Termination For Cause. No severance shall be paid to Employee for a For Cause termination. The parties agree that grounds for a For Cause termination are as follows:

1. Employee's violation of any City rules, regulations, policies or Council directives that are now in existence or are from time to time established;
2. Employee's illegal actions which involve personal gain or which detract from her ability to perform the essential functions of her position or reflect negatively upon the City;
3. Employee's dishonesty, incompetency, inefficiency or dereliction of duty.
4. Employee's immoral conduct which reflects negatively upon the City or egregiously discourteous treatment of the public or fellow employees.
5. Gross neglect of duty or excessive absence.

Section 4. Evaluation.

A. Annual Evaluation. Evaluation of the Employee by the Council shall be conducted at least annually during June utilizing procedures and instruments developed by the City Council. The Employee may request either an oral or written evaluation at a time other than June.

B. Mid-Year Evaluation. In addition to the annual evaluation set out above, a majority of the Council may initiate either a written or oral evaluation of Employee at any time.

C. Objective of Evaluation. The parties agree that the performance evaluation process defined herein is designed to ensure that the parties regularly communicate effectively on matters which relate to the conduct of City business. It is understood by the parties that any determination by the City Council that the City Manager has met or exceeded expectations does not bar, in any way, the City's right to decide not to renew this Agreement following the terms of Section 2 or to terminate pursuant to Section 3.

D. Six-Month Evaluation. After Employee's initial six (6) months of employment, the City will conduct an initial review to assess Employee's performance.

Section 5. Compensation and Other Benefits.

A. Salary. City agrees to pay Employee an annual salary of \$72,000 payable on the same schedule as it pays the City's regular employees subject to all withholdings required by law. Employee's compensation will be adjusted from year-to-year based on the cost-of-living adjustments approved by City Council for all regular non-represented employees.

B. Potential Increase. If employee receives a favorable evaluation under Section 4.D of this Agreement, Employee will be eligible for a salary increase of up to five thousand dollars (\$5,000) after six (6) months of employment, as determined by City Council during Employee's evaluation.

C. Holidays. Employee shall be entitled to take and be compensated for any City observed holiday occurring while she is employed during the term of this Agreement.

E. Health Insurance. City agrees to pay the premiums for Employee's health care benefits in the same manner as it does all regular unrepresented City employees. City agrees to pay Employee's actual COBRA expense incurred for medical, vision, and dental insurance from her prior employment with Marion County not to exceed the sum of \$1,400.00.

F. PERS. Employer participates in the Public Employees Retirement System (PERS). Employer shall make Employee's six percent (6%) contributions to PERS on behalf of Employee as provided by Oregon law.

G. Administrative Time. Employee may take up to a maximum of forty (40) hours per fiscal year as Administrative Leave to be used at Employee's discretion, subject to the City's needs. Employee shall not be entitled to receipt of monetary compensation for any unused accrued Administrative Leave.

H. Other Benefits. Employee shall accrue vacation at a rate of one hundred and twenty (120) hours per year. City agrees that Employee shall accrue sick time at the same rate as a regular, non-represented employee and that Employee shall be eligible for all other benefits that regular, non-represented employees receive pursuant to the Personnel Policy Handbook.

Section 6. Professional Development

To the extent funds are available and budgeted by the Council, Employee may participate, as she deems appropriate, in professional associations, short courses, seminars and conferences including, but not limited to, memberships in the International City Management Association (ICMA) and the Oregon City/County Managers Association (OCCMA).

Section 7. Other Terms and Conditions of Employment.

A. The City Council shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

B. All provisions of the City Charter, municipal code and other regulations and rules of the City as they now exist or hereinafter may be amended also shall apply to Employee as they would to other employees of the City. Employee is subject to the Personnel Policy Handbook in to the extent it does not conflict with the terms of this Agreement. Specifically, but not limited to, the following sections of the Personnel Policy Handbook do not apply to Employee: Section X Discipline, Termination and Resignation, subsections 3 and 4.

C. Both parties recognize that Employee may need to leave the City's jurisdiction in the execution of her duties as City Manager. Prior to traveling from the City for more than one workday, Employee should seek approval from City Council.

Section 8. General Provisions

A. Professional Liability. City agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her individual or in her official capacity as agent and/or employee of the City consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

B. Amendments. Nothing shall restrict the ability of the City and Employee to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both an authorized representative of the City Council on behalf of the City and Employee. Employee reserves the right to discuss the terms of this Agreement with the City Council as a whole in either closed Executive Session or open Regular Session as state law allows and as Employee deems appropriate.

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

D. Mediation. Should a dispute arise between Employee and City regarding the terms of this Agreement, it is agreed that such dispute is first required to be submitted to a mediator prior to arbitration. Employee and City shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Salem, Oregon, unless both parties agree otherwise. Both City and Employee agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Yamhill County Circuit Court upon request of either party.

E. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement, the terms and conditions of the employment relationship or the violation of any federal, state or local law relating to the employment relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (D) above) then the dispute shall be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions and attorneys.

F. Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

[SIGNATURES FOLLOW ON NEXT PAGE]

SIGNED:

CITY OF WILLAMINA

EMPLOYEE

Ila Skyberg, Mayor

Kenna West

Date

Date

ATTEST:

**City of Willamina
Staff report**

Date: Thursday August 15, 2017
To: City of Willamina City Council and Mayor
From: Debbie Bernard, City Recorder
Subject: Willamina Library Vacancies

Background:

The Cities Library Board consist of five members, which serve 4-year terms. Currently, the Library Board has two positions, which terms will end September 1, 2017. Board members Joyce Zimbrick and Darlene Brown have served on the library board for the last two terms and served for many more years since 2009. Their terms will expire September 1, 2017. Staff is asking Council to declare those two positions vacant.

Staff will advertise in the local bulletin, reader board, and social media to fill the vacancies.

Seat	Current Term Name	Full Term Expires
1	Dave Buswell	09/2020
2	Dan Goff	09/2018
3	Joyce Zimbrick	09/2017
4	Darlene Brown	09/2017
5	Vicky Goff	04/2020

Financials

Board Members serve as Volunteers. The Cost to advertise estimated at \$150.00

Staff Recommendations

Council to declare two vacancies on the Library Board

CHAPTER 31: CITY ORGANIZATIONS

§ 31.03 LIBRARY BOARD ESTABLISHED.

(A) The Library Board previously established is hereby re-established.

(B) The Board shall consist of 5 members appointed by the Mayor and confirmed by the City Council.

(C) Members of the Board in office at the time this subchapter takes effect may continue in office for the terms for which they have been appointed.

(D) The term of office of each member subsequently appointed is 4 years.

(1) No person shall hold office for more than 2 full consecutive terms; and

(2) Any person may be appointed again to the Board after an interval of 1 year.

(E) A Board position becomes vacant upon a member's:

(1) Death;

(2) Resignation from office;

(3) Term expiration; or

(4) Nonattendance of Board meetings without prior notice, for reasons other than illness or emergencies for more than 2 consecutive meetings, upon concurrence of the remainder of the Board that a vacancy for these reasons shall exist.

(F) A vacancy on the Board, unless caused by the expiration of a term of office, shall be filled by appointment in the same manner as original appointments and shall be for the remainder of the unexpired term of office of the member who leaves the office vacant.

(Ord. 496, passed 9-25-1980; Am. Ord. 572, passed 12-8-1994)

**City of Willamina
Staff report**

Date: Thursday August 15, 2017
 To: City of Willamina Mayor and Council
 From: Debbie Bernard, City Recorder
 Subject: Annual Report on Planning and Development Cases

Background:

At the Special City Council meeting on July 17, 2017 Councilor Baller requested an annual update on planning and development.

On November 1, 2016, the planning commission had enough appointments for a quorum and a 7-member commission took office. Prior to November, the City had not received many requests for land use changes that had to go to the planning commission. Per the Willamina City Code 31.12 (C) The Commission shall, in January of each year, make and file a report of all its transactions with the City Council.

The following cases are an update to City Council of the activity of the city's Planning and Development cases for fiscal year 2016/17.

Some of the cases were administrative and processed by staff for example a sign permit.

2016	Applicant	Cases handled by Staff
ANX/ZC/CPMA 16-01	Draper	
LLA 16-01	Klaus	735 Cherry
LLA 16-02	Klaus	755 Cherry
LLA 16-03	Klaus	775 Cherry
LLA 16-04	Klaus	825 Cherry
LLA 16-05	Klaus	845 Cherry
LLA 16-06	Klaus	SW Pioneer
PAR 16-01	Haight	324 NE 4th
PAR 16-02	Bickell	Highlands Loop
PREAPP 16-03		West Valley Community Campus xxx
SUB 16-01	Klaus	Pioneer
VAR 16-01	Benson	303 NW Pacific
VAR 16-02	Scholten	502 Main
2017		
ANX/ZC/CPMA 17-01	Draper	

CU 17-01	Geary	371 NE Main
PAR 17-01	Sharer	1050 SW Pioneer
SDR 17-02	Attebery	902 NW Main
SIGN 17-01	Marrant	902 NW Main xxx
SU 17-01	Dorman	460 NE Yamhill St
SU/CU/SDR 17-02	Marrant	902 NW Main
VAR 17-01	Benson	303 NW Pacific Hills

Legend:

- ANX/ZC/CPMA – Annexation/Zone Change/Conditional
- LLA- Lot Line Adjustment
- VAR-Variance
- PAR-Partition
- CU-Conditional Use
- SDR- Site Plan Development
- SU/CU/SDR-Similar Use/Conditional Use/Site Plan Development

Financials

At the end of fiscal year June 30, 2017, the YTD actual expenditures exceeded budget. The 2017/18 budget now has \$45,000 budgeted to anticipate the future expenditures. In addition, the City Council approved Resolution 16.17-013, which increased land use application fees by 60%.

Council Options

No action requested. Report is for your information.

An Equal Opportunity Employer

411 N.E. "C" Street – P.O. Box 629, Willamina, Oregon 97396 - Telephone: (503) 876-2242 / Fax: (503) 876-1121



**Yamhill County Sheriff's Office
Crime Summary for WILLAMINA
From 7/1/2017 to 7/31/2017**

City	UCR Description	7/1/2016 to 7/31/2016	7/1/2017 to 7/31/2017	Percentage Change	YTD	Prior Year
WILLAMINA						
Part 1						
	Aggravated Assault	0	0		4	2
	Arson	0	0		1	
	Burglary-Business	1	0			2
	Burglary-Non-Residence	0	0		2	3
	Burglary-Residence	1	0		2	10
	Larceny	8	4	-50.00 %	24	53
	Motor Vehicle Theft-Auto	0	0		3	10
	Part 1 Total	10	4	-60.00 %	36	80
Part 2						
	All Other	1	1		6	8
	Animal Problems	0	0		1	1
	Disorderly Conduct	0	0		5	8
	Drug Laws	2	4	100.00 %	19	25
	DUII	0	3		11	5
	Forgery	0	0		1	1
	Fraud	0	0		3	2
	Kidnapping	0	0			1
	Liquor Laws	0	0			3
	Runaway	0	0		2	2
	Sex Offenses	1	0		8	3
	Simple Assault	3	5	66.67 %	20	28
	Stolen Property	0	0		2	3
	Trespass/Prowler	0	3		9	17
	Vandalism	2	1	-50.00 %	8	18
	Weapons	0	0		1	3
	Part 2 Total	9	17	47.06 %	96	128
	Total For WILLAMINA	35	45	22.22 %	292	416



**Yamhill County Sheriff's Office
 Crime Summary for WILLAMINA
 From 7/1/2017 to 7/31/2017**

City	UCR Description	7/1/2016 to 7/31/2016	7/1/2017 to 7/31/2017	Percentage Change	YTD	Prior Year
WILLAMINA						
Part 3						
	All Other	9	12	33.33 %	60	102
	Non-Reportable Offenses	7	12	71.43 %	100	106
	Part 3 Total	16	24	33.33 %	160	208
	Total For WILLAMINA	35	45	22.22 %	292	416

Volunteer
Monthly Report
July 2017

Total Volunteer Hours:

Library – 107 hours / 11 Volunteers
City Hall – hours / Volunteers

WELCOME:

Fe Larson
Nicholas Aulig (student)
Corbin Dougherty (student)

What are our Volunteers doing?

Willamina Public Library Summer Reading Program

Willamina Public Library:

Checking In items, Shelving Books, Inventory Management, Project Assistance, PC Assistance, Grant Research, Newsletter, StoryTime, cleaning, marketing, and much more!

City Hall:

Data entry, Answer phones, customer service, office projects

Looking for Volunteers!

Willamina Public Library:

Volunteer Children's Library Clerk – Provide StoryTime and assist the Library by offering exceptional service to patrons and youth in the Children's area while maintaining a clean and safe environment

City Hall:

Volunteer Administrative Clerk - assist with filing, data entry, office duties and answering phones

Volunteer Archiving Clerk - assist with scanning archive documents into the computer

**Monthly Library Report
July 2017**

CIRCULATION COMPARISON

CCRLS Statistics Report

July 2015 – 1730

July 2016 – 993

July 2017 – 1950

NUMBER OF PATRONS SERVED: 741

NUMBER OF PATRONS UTILIZING PCs: 111

HOLDS:

Number picked Up: 406

ILL Requests Filled: 7

PROGRAM Attendance: 170

Youth –

Adults –

MEETING SPACE USE: 7 Hours

CASH COUNT:

Fines/Fees - \$106.25

Copies - \$50.50

NEW CARD SIGNUPS: 12

NUMBER OF ITEMS ADDED TO CATALOG: 35

TOTAL LIBRARY SERVICE HOURS: 91

VOLUNTEERS:

11 Volunteers / 107 Hours

Highlights/Calendar:

RFID Conversion / Inventory Maintenance

Summer Reading Program: Build a Better World June 5th-August 22nd

Solar Eclipse Event 8/21

Change of days/hours effective July 9th

Sunday 12-4, Monday 11-5, Tuesday 11-5, Wednesday 11-5, closed Thursday, Friday, Saturday & Holiday

Yearly Schedule of Events

CITY COUNCIL CALENDAR OF EVENTS

August 2017

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

08/15/17 (Tue)	City Council Regular Meeting	meeting
08/17/17 (Thurs)	City County Dinner in Newberg	event
08/21/17 (Tues)	Total Solar Eclipse 2017 - On Monday, August	event
		-
		-

September 2017

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September

09/04/17 (Mon)	Labor Day	holiday
09/05/17 (Tues)	Planning Commission	meeting
09/12/17 (Tues)	City Council Meeting	meeting

October 2017

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October

10/09/17 (Mon)	Columbus Day	holiday
10/24/17 (Tue)	United Nations Day	holiday
10/31/17 (Tue)	Halloween	holiday

November 2017

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November

11/11/17 (Sat)	Veterans Day	holiday
11/23/17 (Thu)	Thanksgiving	holiday
11/05/17 (Sun)	Daylight Saving (move clocks back 1 hour)	holiday
11/10/17 (Fri.Sat & Sun)	Coastal Hills Art Tour Celebrating 26 years	event

December 2017

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December

12/24/17 (Sun)	Christmas Eve	holiday
12/25/17 (Mon)	Christmas Day	holiday
12/31/17 (Sun)	New Year's Eve	holiday