

## INTERIM (PRO TEM) CITY MANAGER EMPLOYMENT AGREEMENT

This Interim (Pro Tem) City Manager Employment Agreement (this “Agreement”) is dated June 14, 2022, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of John Day (“Employer”), an Oregon municipal corporation, whose address is 450 E. Main Street, John Day, Oregon 97845, and Corum J. Ketchum (“Employee”), whose address is 219 SE Gunther Road, John Day, Oregon 97845.

### RECITAL:

Employer desires to employ and retain the unique experience, abilities, and services of Employee, and Employee desires to be employed by Employer, subject to the terms and conditions contained this Agreement.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

#### 1. EMPLOYMENT

1.1 Employment. Subject to the terms and conditions contained in this Agreement, commencing on June 15, 2022 Employer will employ Employee, and Employee will be employed by Employer, as Employer’s interim (pro tem) city manager. Employee’s first day of employment as Employer’s interim city manager is June 15, 2022. Employee will be subject to the direction and control of the John Day City Council (the “Council”).

1.2 City Manager – Duties and Responsibilities. Subject to the terms and conditions contained in this Agreement, Employee will have and perform the following duties and responsibilities for and on behalf of Employer (collectively, the “Services”): (a) Employee will be responsible for Employer’s operational management and administration and the implementation of Employer policies established from time to time by the Council; (b) those duties and responsibilities specified in the Charter (as defined below) and/or John Day Municipal Code; (c) those duties and responsibilities specified in the John Day City Manager Job Description and/or John Day City Manager Profile, each of which are attached hereto as Exhibit A (collectively, the “Job Description”); (d) to the extent not inconsistent with the duties and responsibilities specified in this Agreement, the Charter, John Day Municipal Code, and/or Job Description, those duties and responsibilities customarily provided by a city manager of an Oregon municipality similar to Employer; and (e) all other duties and responsibilities that the Council may direct or assign to Employee from time to time. Employee will perform the Services subject to and in accordance with this Agreement, the 1993 City of John Day Charter (the “Charter”), and John Day Municipal Code. If a conflict should arise between the Job Description and this Agreement, this Agreement will control; if a conflict should arise between the John Day City Manager Job Description and John Day City Manager Profile, the John Day City Manager Job Description will control.

1.3 Limitations; Coordination. Notwithstanding anything contained in this Agreement to the contrary, without first obtaining the Council’s prior consent, (a) Employee will not hire, fire, and/or discipline any employee and/or contractor of Employer, (b) incur indebtedness and/or obligations on behalf of Employer that exceed \$500.00 (individually or collectively), (c) cause an expenditure or series of expenditures that exceed \$500.00 (individually or collectively), and/or (d) make any adjustments and/or modifications to Employer’s budget.

Employee will work cooperatively and collaboratively with Employer's former city manager (and any other person or consultant directed by the Council) to develop Employer's 2022-2023 fiscal year budget.

1.4 Standards of Conduct. Employee will (a) comply with all lawful instructions, policies, directives, and/or rules that the Council may establish from time to time, (b) not commit any fraudulent, dishonest, and/or immoral acts, (c) conduct himself in a manner appropriate to the position, (d) comply with all applicable federal, state, and local laws, regulations, ordinances, and resolutions, including the Charter and John Day Municipal Code, and (e) perform the Services to the best of Employee's ability, diligently, in good faith, with the care and skill an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner Employee reasonably believes to be in the best interests of Employer. Employee will not engage in any outside professional, business, and/or charitable activities that will interfere with Employee's performance of the Services. The employment provided under this Agreement will be Employee's sole employment.

1.5 Performance Evaluation. The Council will periodically review and evaluate Employee's performance, including at least one review and evaluation during Employee's first 90 days of employment. Performance evaluations are a two-way communication process designed to accomplish the following objectives: (a) maintain and improve job satisfaction by letting Employee know that the Council is interested in Employee's job progress and professional development; (b) serve as a systematic guide to recognize needs for further training and development; (c) provide a factual basis for analyzing Employee's performance vs. job duties and responsibilities; (d) provide Employee an opportunity to discuss job problems or other job-related interests; and (e) provide a basis for coordinating the goals and objectives of Employee and Employer. Notwithstanding anything contained in this Agreement to the contrary, a satisfactory performance evaluation does not impair Employer's right to terminate this Agreement (and Employee's employment) nor entitle Employee to receive any additional or increases in salary and/or benefits.

1.6 Interim Position. Notwithstanding anything contained in this Agreement to the contrary, Employee acknowledges and agrees that his employment as interim city manager (a) does not constitute a representation, warranty, and/or guaranty by Employer and/or otherwise that Employee will be employed as Employer's full-time city manager, and/or (b) provide and/or entitle Employee to any preferential and/or favorable competitive advantage over others applying for the full-time city manager position. Employee must timely apply for the city manager position if Employee desires to be considered for the position. If the Council selects Employee as the full-time city manager, Employee will enter into a new employment agreement with Employer concerning the full-time city manager position (which new employment agreement will replace and supersede this Agreement in its entirety).

Employee Initials \_\_\_\_\_

1.7 Community Development Director. Notwithstanding anything contained in this Agreement to the contrary, during the term of this Agreement Employee will continue to satisfactorily perform Employee's community development director ("CDD") job duties and responsibilities (the "CDD D&Rs"). Employee will not receive any CDD related compensation and/or benefits during the term of this Agreement (i.e., Employee will only receive the compensation and benefits provided under this Agreement). If Employee is not employed as Employer's full-time city manager upon the earlier termination or expiration of this Agreement, and provided this Agreement (and Employee's employment with Employer) is not terminated under Section 4.2 of this Agreement, Employee will be reinstated as Employer's community development director subject to the terms and conditions of

employment that existed prior to Employee's employment as Employer's interim city manager, including, without limitation, any salary increases that may take effect on October 1, 2022.

## 2. COMPENSATION; BENEFITS

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, commencing on the Effective Date Employer will pay Employee an annual salary of \$85,000.00, pro-rated as necessary. Employee's salary will be paid in periodic installments consistent with Employer's payroll practices. Payment of all compensation under this Agreement is subject to all applicable federal, state, and local tax withholdings (and all other deductions and/or withholdings required by law and/or authorized by Employee). Employee acknowledges and agrees that (a) Employee is a salaried, exempt employee, and (b) Employee will not be paid overtime compensation.

2.2 Employee Benefits. Subject to the terms and conditions contained in this Agreement and applicable laws, if and to the extent eligible, commencing on the Effective Date, Employee will receive all benefits that Employer may make available from time to time to its other regular full-time salaried exempt managerial employees, including, without limitation, paid holidays, paid time off ("PTO"), sick leave, medical, dental, and life insurance, retirement plans, and all other applicable benefits provided under the Employee Handbook (as defined below), except as and subject to the following:

2.2.1 Employee will receive PTO in accordance with the PTO policy contained in the Employee Handbook, except that (a) Employee will receive 120 hours of PTO each calendar year, which PTO hours will be accrued (earned) by Employee at the rate of 10 hours per month (1/12 of 120 PTO hours), (b) Employee's PTO benefits will not be earned until the final day of the applicable month (and may not be taken by Employee until the month after which the PTO benefits are earned), (c) Employee may carryover no more than 160 hours of accrued but unused PTO from one calendar year to the next (any accrued but unused PTO hours in excess of 160 will be forfeited; the date for forfeiture is December 31 of each calendar year); and (d) provided Employee's employment is not terminated under Section 4.2 or Employee is reemployed as Employer's CDD, upon termination of Employee's employment with Employer, Employee will be paid for any accrued but unused PTO hours not exceeding 160 hours (Employee will not receive payment of any accrued but unused PTO hours if Employee is terminated under Section 4.2 or is reemployed as Employer's CDD (if reemployed as Employer's CDD, accrued but unused PTO hours will be retained by Employee subject to Employer's PTO policy).

2.2.2 To receive the benefits identified in this Section 2.2, Employee must meet all benefit eligibility requirements imposed by applicable standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook) and such benefits will be provided and must be used in accordance with and subject to such standards, policies, and regulations (including, without limitation, those contained in the Employee Handbook). Notwithstanding anything contained in this Agreement to the contrary, Employer may modify, change, and/or terminate the provision of any benefits provided under this Agreement, the Employee Handbook, and/or otherwise at any time and from time to time, with or without prior notice, for any reason or no reason.

2.3 Reimbursement. Employer will reimburse Employee for reasonable expenses incurred by Employee in connection with Employee's performance of the Services upon Employee's compliance with the expense reimbursement instructions, policies, and/or rules that Employer may establish from time to time, which expense reimbursement instructions, policies, and/or rules include, without limitation, Employee providing

Employer with actual receipts and verification of Employee's reasonable expenses. Without otherwise limiting the generality of the immediately preceding sentence, Employee will be reimbursed for authorized and properly substantiated Employer-related business transportation (automobile) expenses at the then-current IRS standard mileage rate.

2.4 Indemnification. Subject to and in accordance with ORS 30.285, as amended, Employer will defend, indemnify, and hold Employee harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), arising out of Employee's performance of the Services. Employer may litigate, compromise, and/or settle any Damages and pay the amount of any judgment, compromise, or settlement with or without Employee's consent. Employer, or its insurance company, will provide legal representation for Employee concerning any Damages that are brought against Employee that arise out of Employee's performance of the Services. Employer's indemnification obligations under this Section 2.4 will survive the termination of this Agreement but only insofar as Employer's indemnification relates back to Damages resulting from Employee's performance of the Services. Notwithstanding anything contained in this Agreement to the contrary, Employer will have no obligation to indemnify Employee (and/or provide Employee any legal representation) if the Damages are the result of Employee's malfeasance or willful or wanton neglect of duty as permitted under ORS 30.285, as amended.

### 3. EMPLOYEE REPRESENTATIONS; WARRANTIES; COVENANTS

In addition to any other representations, warranties, and/or covenants made by Employee under this Agreement, Employee represents, warrants, and covenants to Employer as follows:

3.1 No Conflicts. The signing and delivery of this Agreement by Employee and the performance by Employee of Employee's obligations under this Agreement (including, without limitation, the Services) will not (a) breach any agreement to which Employee is a party, or give any person the right to accelerate any obligation of Employee, (b) violate any law, judgment, or order to which Employee is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 At-Will Employment. Notwithstanding anything contained in this Agreement to the contrary, Employee's employment relationship with Employer is at-will. Subject to the notice requirement contained in Section 4.1 of this Agreement and applicable law, Employer may terminate Employee's employment relationship with Employer (and this Agreement) at any time, for any reason or no reason, with or without cause or prior notice.

Employee Initials \_\_\_\_\_

3.3 Employment Policies. Employee will comply with all applicable Employer policies and procedures now existing and/or which may hereafter be adopted, revised, and/or amended from time to time, including, without limitation, those policies and procedures contained in the Second Amended and Restated Employee Handbook of the City of John Day dated effective July 1, 2017, as amended (the "Employee Handbook"). Employee will carefully and thoroughly read the Employee Handbook to ensure that he understands the instructions, policies, and rules contained in the Employee Handbook and will sign and return the Employee Handbook Receipt Acknowledgement Form to Employer. Employer may revise, modify, and/or amend the Employee Handbook at any time and from time to time in its sole discretion. If a conflict between the Employee Handbook and this Agreement should occur, the terms of this Agreement will control.

3.4 Confidential Information. During the term of this Agreement, and at all times thereafter, Employee will maintain all Confidential Information (as defined below) in the strictest confidence and will not directly or indirectly use, communicate, and/or disclose any Confidential Information to any person without the mayor's prior written consent, except that Employee may (a) use Confidential Information to perform the Services to the extent necessary, and (b) communicate or disclose Confidential Information in accordance with a judicial or other governmental order or as required by applicable law, but only if Employee promptly notifies the mayor of the order and complies with any applicable protective or similar order. Employee will promptly notify the mayor of any unauthorized use, communication, and/or disclosure of any Confidential Information and make every possible effort to retrieve any such Confidential Information disclosed by Employee and mitigate the disclosure. Upon the earlier of Employer's request or the termination of this Agreement, Employee will immediately return to Employer all documents, instruments, and/or materials containing any Confidential Information accessed or received by Employee, together with all copies and summaries of such Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement does not operate to transfer any ownership or other rights in or to the Confidential Information to Employee or any other person. For purposes of this Agreement, the term "Confidential Information" means any documentation, information, and/or materials identified by Employer as confidential and any documentation, information, and/or materials relating to or concerning Employer's future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.), that is received or assessed by Employee; provided, however, the term "Confidential Information" does not include Employer's public records which are non-exempt public records under applicable federal, state, and/or local laws, rules, regulations, and/or ordinances.

#### 4. TERM; TERMINATION

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until December 14, 2022, unless sooner extended or terminated as provided under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement (and Employee's employment with Employer) may be terminated (a) at any time by the parties' mutual written agreement, (b) by Employer at any time, for any reason or no reason, with or without cause, by providing Employee 30 days' prior written notice (the "Employer Notice"), and/or (c) by Employee at any time, for any reason or no reason, with or without cause, by providing Employer 30 days' prior written notice (the "Employee Notice"); provided, however, upon issuance of the Employer Notice or Employee Notice, Employer may elect to accept Employee's resignation immediately (and Employee will resign immediately) and pay him up to 30 days' salary in lieu of Employee's continued employment during the thirty-day period.

4.2 Termination - Employer Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, Employer may terminate this Agreement (and Employee's employment with Employer) immediately upon notice to Employee upon the occurrence of any of the following "for cause" events: (a) Employee engages in any form of dishonest conduct related to Employee's employment relationship with Employer that reflects adversely on the reputation or operations of Employer; (b) Employee is convicted (or pleads nolo contendere or the equivalent) of a crime (e.g., any class of misdemeanor or any felony as defined under applicable federal or state law); (c) Employee fails to comply with any federal, state, and/or local law, regulation, ordinance, standard, and/or policy applicable to Employee's job duties with Employer; (d) the Council determines that Employee has failed to satisfactorily perform the Services; and/or (e) Employee breaches and/or otherwise fails to perform any Employee representation, warranty, covenant, and/or obligation contained in this Agreement.

The determination as to whether grounds for a “for cause” termination exists under this Section 4.2 will be within the Council’s sole discretion.

4.3 Suspension; Pay on Termination. Notwithstanding anything contained in this Agreement to the contrary, Employer may suspend Employee with or without pay and/or benefits during a specified discovery and fact-finding period at any time during the term of this Agreement. If the basis for suspension is later determined to be meritless, any withheld pay or benefits will be restored by Employer to Employee. Upon termination of Employee’s employment with Employer, Employer will pay Employee Employee’s prorated salary through the date of termination (and Employee will not be entitled to any further compensation and/or severance pay whatsoever).

5. MISCELLANEOUS

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Employee will not assign or delegate any of Employee’s rights or obligations under this Agreement to any person without the prior written consent of Employer, which consent Employer may withhold in its sole discretion. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Governing Law; Venue. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.3 Attachments; Further Assurances; Survival. Any exhibits, schedules, instruments, documents, and/or other attachments referenced in this Agreement are part of this Agreement. The parties hereto agree to execute all documents or instruments and will perform all lawful acts necessary or appropriate to carry out the intent of this Agreement. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, Employee’s confidentiality obligations under Section 3.4.

5.4 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Employer and Employee. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire

agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. Employee has not relied on any promises, statements, representations, or warranties except as set forth expressly in this Agreement.

5.5 Person; Interpretation. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity identified herein. All pronouns contained herein, and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Any reference to the "Council" means the Council and/or its designees or assignees.

5.6 Execution; Counterparts; Notices. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested. All notices to Employer must be sent c/o the mayor.

5.7 Return of Employer Property. Upon the earlier of Employer's request or the termination of this Agreement (and Employee's employment with Employer), Employee will immediately return to Employer all records, files, forms, materials, credit cards, phones, equipment, software, supplies, Confidential Information, and any other materials furnished, used, and/or generated by Employee during Employee's employment with Employer. Upon request, Employee will execute a written certification satisfactory to Employer to the effect that Employee has returned any such documents and materials to Employer, including, without limitation, all Confidential Information.

5.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Employer to assist in the preparation of this Agreement and such attorneys represent only Employer in this matter. Employee has thoroughly reviewed this Agreement (and any document referenced herein) with counsel of Employee's choosing or has knowingly waived the right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to, or in connection with, this Agreement. This Agreement will be deemed binding and effective for all purposes as of the date this Agreement is fully executed by the parties (the "Effective Date").

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

EMPLOYER:  
City of John Day,  
an Oregon municipal corporation

EMPLOYEE:

\_\_\_\_\_  
By: Ron Lundbom, Mayor

\_\_\_\_\_  
Corum J. Ketchum

Dated: June \_\_\_\_, 2022

Dated: June \_\_\_\_, 2022



Exhibit A  
Job Description and Profile

[attached]

## **John Day City Manager Profile**

(General Standards, Criteria, and Policy Directives)

### General Roles and Responsibilities

The position of city manager is established under the 1993 City of John Day Charter. The city manager is hired by and serves at the pleasure of the city council. The manager assists the council with the development of city policies and carries out policies established by ordinances, resolutions, and directives approved by the council. The city manager is the chief executive officer of the city and exercises supervision over its general affairs and all department heads and employees, except the city attorney and municipal judge. The council desires that the city manager become actively involved in the community.

### Job Description/Background Requirements

See City Manager Job Description attached hereto as Exhibit A. The job description may be modified by the council as necessary or appropriate.

### Skills and Performance Standards

#### a. Administrative/Management Abilities

The city manager must establish and maintain positive and cooperative working relationships with citizens, city officials, employees, and the city attorney. He/she must be a team leader who can hire the right people and develop a team that works effectively together. He/she must be someone who can take policy direction from the council and lead staff to make things happen. The manager must be able to effectively manage and organize projects, and provide effective delegation and supervision to make sure budgets and timelines are met. The manager must know municipal government organization, powers, functions, and relationships. Excellent written and verbal communication skills are essential. The manager will need to have the ability to talk with small and large groups on issues of importance to the city.

The city manager must have experience in and be able to manage and oversee all city operations, including the following: budgeting and finance; planning and land use; city utilities; public safety; community development; planning; public works; personnel; and all other city departments and services. The city manager also acts as the city's business agent in the sale of real property and other matters relating to city contracts, permits, franchise agreements, and leases. He/she must understand public purchasing and contracting requirements, as the city manager acts as the city's purchasing agent and signs all requisitions on city accounts. The city manager must be computer literate and proficient in the use of standard word processing, spreadsheet, and online communication programs (e.g., email). Knowledge of Oregon land use laws and procedures is necessary to be successful in this position.

#### b. Budget/Finance

The city manager must have a working knowledge of Oregon's budget laws and be capable of creatively managing declining revenues and limited resources. The city manager must have the skills and knowledge to oversee the finances of the city's utilities to assure the citizens can count on receiving these services for years to come. This will include knowledge of water and sewer rate structures, debt

tools for enterprise funds, and systems development charges. Additionally, the city manager needs to understand the components of successful economic and business development, particularly working in concert with the other local stakeholders. A successful track record in grantsmanship is a huge plus for this position.

c. Personnel/Human Resources

The city manager exercises control and general supervision over all city employees. He/she must know and apply the principles of personnel management, assigning and supervising the work of others, including department heads. The candidate must understand and be able to work within federal and state employment laws and must have knowledge of collective bargaining practices. The city manager acts as the chief negotiator for the city's labor contracts. He/she must be able to work productively with both classified and management employees.

d. Community Relations

On the city's behalf, the city manager must strive to be a "partner" with the business community. A manager who can encourage community involvement and foster volunteerism in the community is important. The city manager should have a demonstrated track record of community involvement and active participation in his/her community. The city manager needs to be receptive to hearing input and complaints from, and be open and attentive to, citizens and committed to following through on solutions. The city manager is expected to exercise the highest degree of tact, patience, and professional courtesy in contacts with the public, personnel employed by the city, and all elective and appointed officials to maintain the highest possible standards of public service. The city manager must have strong communication skills, including public speaking to large and small audiences. The city manager must have the desire and ability to work closely with and participate in community groups and organizations. The city manager will be the city's representative on a variety of local boards. The city manager will exhibit leadership, promote the city, and serve as a model for other city employees.

e. Council Relations

The mayor and council expect to have open, honest, and direct communication with the city manager. The city manager is expected to provide ongoing regular communication to the council on the needs and affairs of the City, including information about city department activities. The city manager will need to provide the council with complete information on policy options for matters requiring a decision to allow the council to make informed decisions. An open-door policy is expected for citizens, councilors, department heads, and employees. The council is looking for someone who can work effectively with the council to facilitate and implement annual goal setting and strategic planning. A good understanding of local government processes and procedures, board policy development, and equal access to information by all councilors will be necessary for a candidate to be successful in this position.

f. Economic Development

The city manager will be an innovative partner, working with the council to build on the city's current efforts and successes in economic development. An awareness and knowledge of the principles, methods, and practices of development, including downtown development/redevelopment and industrial development, are essential.

g. Intergovernmental Relations

It is important that the city manager “network” in the region and at the state level to maintain and further develop good working relationships with a wide variety of other local governments and state agencies, including intergovernmental work within Grant County. The city manager will be responsible for keeping the council informed about intergovernmental relations and issues involving the city. The council is looking for someone who is interested in and will keep the council informed on statewide issues affecting cities.

h. Innovation and Major Achievements/Miscellaneous

The city manager needs to be able to work with the council to implement the city’s goals and objectives. The city manager must have the ability to foster productive, trusting relationships with department heads and staff to promote teamwork. Membership and participation in professional organizations is encouraged. The council is looking for someone who is creative, and who can work with the council to identify areas for improvement and help implement best practices.

The city manager is confident, full of energy and vigor, and a good sales person capable of highlighting the city’s high quality of life. The city is looking for a “people person” who can gain community support and encourage citizen involvement for the numerous projects going on in the city.

Exhibit A  
Job Description  
(attached)



CITY OF  
**JOHN DAY**

# ***Job Description: City Manager***

*The job description does not constitute an employment agreement between the City and employee and is subject to change.*

**REPORTS TO:** Mayor and/or City Council

**DEPARTMENT:** Administration

**FLSA:** Full-Time, Exempt

**BARGAIN UNIT:** N/A

**PAY RANGE:** \$80,000 - \$125,000 Depending on Qualifications

## **GENERAL DUTIES**

The city manager is the administrative head of the City of John Day and is responsible for the city's overall management and administration. The city manager assists the council with the development of city policies and carries out policies established by ordinances, resolutions, and council directives. The city manager exercises supervision over the city's general affairs and all employees, contractors, and agents, except the city attorney and municipal judge. The city manager must plan, organize, and direct the overall city government, monitor the city's activities, and ensure that council policies and directives are properly implemented and monitored. The city manager will work closely with the mayor as the mayor will often serve as a liaison between the city manager and council.

## **DUTIES, RESPONSIBILITIES AND ESSENTIAL FUNCTIONS**

*The following examples of duties and responsibilities do not encompass all job requirements.*

### **ESSENTIAL FUNCTIONS/MAJOR RESPONSIBILITIES:**

Responsibility for all city operations, including administrative services and public works programs.

- Direct and participate in the implementation of city goals, objectives, policies, priorities, and procedures.
- Responsible for seeing that city ordinances and resolutions are properly enforced, including code enforcement.
- General supervision over all city property and equipment.
- Ensure that all city franchises, leases (including airport leases), contracts, permits, and privileges are fully observed and properly enforced.
- Establish, within city policy, appropriate service and staffing levels. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures. Allocate resources.
- Plan, direct, and coordinate, through staff, the work plan for city projects and programmatic area of responsibility. Review and evaluate work methods and procedures. Meet with management staff to identify and resolve problems.
- Assess and monitor workload, administrative support systems, and internal reporting relationships; identify opportunities for improvement and additional responsibilities.
- Make, or cause to be made, studies and surveys of the duties, responsibilities, and work of city personnel.
- Develop and properly administer the city's budget. Ensure financial soundness and integrity of the city to ensure its capability to meet commitments and to maximize the delivery of services to citizens. Review and balance city books and accounts.

- Maintain positive contact with community groups to represent the city. Develop community relations programs and policies. Properly represent the city to neighboring jurisdictions, governmental bodies, organizations, and the news media.
- Meet with citizens to review and resolve customer service and other issues.
- Communicate with federal, state, and local officials and legislators to present the city's viewpoint on pending administrative and legislative actions.
- Meet with representatives of agencies and outside entities to negotiate formal and informal agreements between the city, state, and county governments and private interest as issues arise.
- Provide leadership and direction in such areas as major projects and long-range capital programs.
- Direct the preparation of plans and specifications for council policies.
- Confer with residents, taxpayers, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in city affairs or concerns.
- Provide support to the council. Assist council members with a variety of activities, providing leadership and information as requested. Assist council members in drafting policies, facilitating the development of city plans, regulations, and ordinances. Attend council meetings. Make monthly written reports to the council on activities occurring that month.
- Provide staff support to boards and commissions.
- Attend and participate in professional group meetings. Stay abreast of new trends and innovations in the field of public administration and management.
- Perform such related duties and responsibilities directed by the council from time to time.
- Serve as Chief Planning Official with administrative responsibility of land use and development.
- Serve as Director of John Day Urban Renewal Agency with administrative responsibility for the URA.
- Perform other duties as assigned.

#### **NON-ESSENTIAL FUNCTIONS:**

- Maintain proficiency by attending conferences and meetings, reviewing reports, reading professional journals, participating as a member of professional societies, and meeting with others in areas of responsibility.
- Maintain work areas in a clean and orderly manner.
- Driving.

#### **KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:**

- Strong management skills and ability to develop, lead, and nurture high performance and a professional atmosphere.
- Ability to lead and manage employees and select, supervise, train, and evaluate personnel according to the city's personnel policies and procedures.
- Highly collaborative, organized, and efficient. Strong work ethic and demonstrated conflict resolution skills.
- Excellent writing and communication skills (including interpersonal communication). Ability to prepare clear and concise reports; prepare and administer budgets; and research, analyze, and evaluate new service delivery methods and techniques. Ability to read, interpret, apply, and explain federal, state, and local laws, regulations, ordinances, and policies.
- Strategic thinker and planner, problem solver, and ability to lead the council and staff in ongoing strategic planning and implementation efforts.
- Ability to plan, organize, and direct municipal operations, services, and activities. Analyze situations accurately and adopt an effective course of action. Develop and administer departmental goals, objectives, and procedures.
- Ability to identify and respond to community and council concerns and needs. Ability to establish and maintain effective and important community partnerships.
- Proficiency in Excel.
- Excellent communication skills and experience working closely with elected officials. Experience facilitating conflict management and resolution. Ability to collaborate and develop effective community partnerships.

- Knowledge and general understanding of federal, state, and local laws, regulations, and ordinances governing Oregon municipalities.

**CONFIDENTIALLY:**

Responsible to develop or present management positions on collective bargaining and duties that normally require access to confidential information that contributes significantly to the development of management positions on collective bargaining.

**PUBLIC INTERACTION:**

Most duties of this classification involve working with community leaders, department heads of the City, and the general public.

**SUPERVISORY RESPONSIBILITY:**

Responsible for all City employees, directly or through subordinate department heads, between 15-30 staff.

**MINIMUM QUALIFICATIONS**

**EDUCATION/EXPERIENCE/LICENSES/CERTIFICATES REQUIRED:**

1. Bachelor's degree (e.g., business administration, accounting, finance, public administration, public policy, or related field) or combination of skills, training, and five years public or municipal administration experience. Master's degree or equivalent experience in public or municipal administration is preferred.
2. Leadership experience in public or municipal administration. Knowledge and significant experience in municipal operations, services, and finance, including, without limitation, budget development and implementation.
3. Managerial and personnel administration experience in the public and/or private sectors.
4. Education (e.g., associate's or bachelor's degree) or five years or more job experience in accounting.
5. Must possess a valid driver's license from Oregon State.
6. Must be bondable.

**PHYSICAL REQUIREMENTS**

**FREQUENCY DEFINITIONS:**

- (N) Never: Not required and not done on the job.  
 (R) Rare: May be required on a very infrequent basis; may occur 1 - 5 per day; less than 1% of shift.  
 (O) Occasional: Occurs between 1% – 33% of an 8-hour work shift; total of up to 2.5 hours per 8-hour shift.  
 (F) Frequent: Occurs between 34% - 66% of an 8-hour work shift; total of between 2.6 hours to 5.0 hours per 8-hour shift.  
 (C) Continuous: Occurs between 67% to 100% of an 8-hour shift; total of between 5.1 hours to 8.0 hours per 8-hour shift.

**WORKING CONDITIONS:**

| N                        | R                                   | O                                   | F                                   | C                        | Condition                    | Comments/Detail (if applicable) |
|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|------------------------------|---------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Indoors                      |                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Outdoors                     |                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Extended work hours          |                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Travel to multiple worksites |                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Low background noise         |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Moderate background noise    |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | High background noise        |                                 |

**WORKING CONDITIONS CONTINUED:**

| N                        | R                                   | O                                   | F                        | C                        | Condition                           | Comments/Detail (if applicable) |
|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Fumes/odors                         |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Dust                                |                                 |
| <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Varied/extreme temperatures         |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Cramped workspace                   |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Exposure to hazardous materials     |                                 |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | Personal protective equip. required |                                 |



|                                      |                                     |                                     |                                     |                          |  |  |
|--------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--|--|
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |
| <b>MATERIALS AND EQUIPMENT USED:</b> |                                     |                                     |                                     |                          |  |  |
| <b>N</b>                             | <b>R</b>                            | <b>O</b>                            | <b>F</b>                            | <b>C</b>                 | <b>Condition</b>   | <b>Comments/Detail (if applicable)</b> |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Computer/laptop  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mouse/Trackball  |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Ten Key/Calculator   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Copier   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Fax Machine  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | E-mail   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Telephone  |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Hand Tools (specify)   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Automobile (company <input type="checkbox"/> personal <input type="checkbox"/> )   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |
| <b>PHYSICAL DEMANDS:</b>             |                                     |                                     |                                     |                          |  |  |
| <b>N</b>                             | <b>R</b>                            | <b>O</b>                            | <b>F</b>                            | <b>C</b>                 | <b>Physical Requirement</b>  | <b>Comments/Detail (if applicable)</b> |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Standing   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Walking  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sitting  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Driving  |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Lifting/Lowering (Max: 10 Avg. 5 lbs.)<br>with assistive equipment? Yes <input type="checkbox"/> No <input type="checkbox"/> |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Carrying (Max. 10 Avg. 5 lbs.)   |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Pushing (Max. 10 Avg. 5 lbs.)  |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Pulling (Max. 10 Avg. 5 lbs.)  |  |
| <input type="checkbox"/>             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Climbing (Max height: 3ft.)  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Stairs   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Balancing  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Stooping   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Twisting   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Kneeling   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Crouching  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Crawling   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Reaching overhead  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Reaching shoulder level  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Handling   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Pinching   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Grasping   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | Wrist motion   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Speaking   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Hearing  |  |
| <b>PHYSICAL DEMANDS CONTINUED:</b>   |                                     |                                     |                                     |                          |  |  |
| <b>N</b>                             | <b>R</b>                            | <b>O</b>                            | <b>F</b>                            | <b>C</b>                 | <b>Physical Requirement</b>  | <b>Comments/Detail (if applicable)</b> |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Seeing   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Writing  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Depth Perception   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Color Vision   |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |
| <input type="checkbox"/>             | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | Other (specify)  |  |

The city manager is a salaried exempt employee under state and federal laws. The city manager will work on a regular full-time basis, with the ability to work irregular hours, including nights and weekends, as necessary or appropriate. The city manager is employed on an at-will basis.

**APPROVALS:**

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Employee Approval/Date

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Administration Approval/Date