

## CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (this "Agreement") is dated December 6, 2023, 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 East Main Street, John Day, Oregon 97845, and Melissa Bethel ("Employee"), whose address is P.O. Box 39, Lakeside, Oregon 97449.

### RECITAL:

Employer desires to employ and retain 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, Employer will employ Employee, and Employee will be employed by Employer, as Employer's city manager. Employee's first day of employment as city manager is January 2, 2024 (the "Start Date"). Employee is subject to the direction and control of the John Day City Council (the "Council"). Employee will be employed as a salaried exempt regular full-time employee as defined under the Handbook (as defined below).

1.2 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 by the Council from time to time; (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 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 herself 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 Employer's best interests. Employee will not engage in any outside professional, business, and/or charitable activities that will interfere with Employee's performance of the Services.

1.4 Performance Evaluation. The Council will conduct periodic reviews and evaluations of Employee's performance. Without otherwise limiting the generality of the immediately preceding sentence, the Council will review and evaluate Employee's performance (a) on or about July 1, 2024, and (b) no less than once per calendar year thereafter. Performance evaluations are a two-way communication process designed to accomplish the following objectives: (v) maintain and improve job satisfaction by letting Employee know that the Council is interested in Employee's job progress and professional development; (w) serve as a systematic guide to recognize needs for further training and development; (x) provide a factual basis for analyzing Employee's performance vs. job duties and responsibilities; (y) provide Employee an opportunity to discuss job problems or other job-related interests; and (z) 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) or entitle Employee to receive any additional or increases in salary and/or benefits.

1.5 Residency Requirement. Employee will establish her primary, permanent residence and live inside City's incorporated limits no later than January 2, 2024.

## 2. COMPENSATION; BENEFITS.

2.1 Compensation; Relocation Allowance. Subject to the terms and conditions contained in this Agreement, commencing on the Start Date Employer will pay Employee an annual salary of \$130,000.00, 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. On or about the first-year anniversary of the Start Date, Employer and Employee will review and evaluate Employee's salary payable under this Section 2.1 to determine whether any adjustments to Employee's salary is necessary or appropriate. Notwithstanding anything contained in this Agreement to the contrary, the parties' review and evaluation of Employee's salary under the immediately preceding sentence does not entitle or guaranty that Employee will receive an increase in Employee's salary and/or a modification or increase in benefits.

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

2.2.1 Employee will receive paid vacation leave in accordance with the vacation leave policy contained in the Handbook, except that (a) Employee will receive sixty (60) hours of paid vacation leave on the Start Date, which sixty (60) hours will be in addition to Employee's annual one hundred twenty (120) hours of paid vacation leave each calendar year, (b) paid vacation benefits will not be considered earned until the final day of

the applicable month (and may not be taken by Employee until the month after which the paid vacation leave benefits are earned), (c) Employee may carryover no more than two hundred (200) hours of accrued but unused vacation leave from one calendar year to the next (any accrued but unused vacation hours in excess of two hundred (200) hours 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, upon termination of Employee's employment with Employer Employee will be paid for any accrued but unused paid vacation leave hours not exceeding two hundred (200) hours (Employee will not receive payment of any accrued but unused paid vacation leave hours if Employee is terminated under Section 4.2). Paid vacation leave pay will be computed at Employee's then regular rate of pay (and does not include overtime or other forms of compensation).

2.2.2 Employee will receive paid sick leave in accordance with the sick leave policy contained in the Handbook, except that (a) Employee will receive an additional forty (40) hours of paid sick leave on the Start Date, which forty (40) hours will be in addition to Employee's annual ninety-six (96) hours of paid sick leave, (b) paid sick benefits will not be considered earned until the final day of the applicable month (and may not be taken by Employee until the month after which the paid sick leave benefits are earned), (c) Employee may carryover accrued but unused paid sick leave from one calendar year to the next (any accrued but unused paid sick leave hours in excess of two thousand eight hours (2,080) hours will be forfeited; the date for forfeiture is December 31 of each calendar year), and (d) notwithstanding anything contained in this Agreement to the contrary, accrued but unused sick leave will not be paid out to Employee upon termination of employment (whether the termination was voluntary or involuntary). Paid sick leave pay will be computed at Employee's then regular rate of pay (and does not include overtime or other forms of compensation).

2.2.3 Subject to the terms and conditions contained in this Agreement, Employer will pay no more than \$5,000.00 per calendar year (the "Employee Development Stipend") for (a) Employee's professional dues, subscriptions, and/or memberships which are necessary for Employee's participation in national, regional, state, and/or local associations and organizations and/or Employee's continued professional development, growth, and advancement (all of which must be for the good of Employer), and (b) Employee's participation and/or membership in local civic clubs and/or organizations (which are for the good of Employer). Notwithstanding anything contained in this Agreement to the contrary, Employee will provide Employer reasonable support and evidence (written and otherwise) that Employee has spent the Employee Development Stipend in accordance with this Agreement (including, without limitation, this Section 2.2.3), including, without limitation, actual receipts and verification of Employee Development Stipend expenditures.

To receive any 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 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 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 and 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 if such business travel is completed with use of Employee's personal vehicle.

2.4 Relocation Allowance. Employer will reimburse Employee an amount not to exceed \$5,000.00 (the "Relocation Allowance") for Employee's qualified personal moving and relocation expenses incurred by Employee on and after the Effective Date to relocate from Lakeside, Oregon to John Day, Oregon. Reimbursement will be made subject to and in accordance with the Internal Revenue Code and applicable regulations and guidelines issued thereunder. Employee will maintain accurate records of all moving and relocation expenses and will provide Employer original receipts for all reimbursable amounts. Employee must submit her receipts to Employer within sixty (60) days after completion of Employee's relocation to John Day, Oregon (but in any event no later than March 2, 2024). If, during the period commencing on the Effective Date and ending on the third-year anniversary of the Start Date, Employee's employment is terminated under Section 4.1(c) or Section 4.2 of this Agreement, Employee will immediately reimburse Employer for any Relocation Allowance Employer provided or paid Employee, pro-rated as necessary.

2.5 Facilities; Bonding or Insurance. Employer will provide Employee with supplies and facilities reasonably required for Employee's performance of the Services, as mutually and reasonably determined by Employer and Employee.

2.6 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 2.6 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 dated effective July 1, 2017, as amended (the "Handbook"). Employee has carefully and thoroughly read the Handbook to ensure that she understands the instructions, policies, and rules contained in the Handbook and will sign and return the Employee Handbook Receipt Acknowledgement Form to Employer upon execution of this Agreement. Employer may revise, modify, and/or amend the Handbook at any time and from time to time in its sole discretion. If a conflict between the 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 in writing of the order and complies with any applicable protective or similar order. Employee will promptly notify the mayor in writing 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 terminated in accordance with 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 sixty (60) 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 sixty (60) days' prior written notice (the

“Employee Notice”); provided, however, upon issuance of the Employer Notice or Employee Notice, Employee will resign immediately if requested by Employer and Employer will pay Employee six days’ salary in lieu of Employee’s continued employment during the sixty-day period. Notwithstanding anything contained in this Agreement and/or any Employer policies to the contrary, but subject to applicable laws, Employee will not receive payment of any accrued but unused benefits (e.g., vacation pay) if Employee terminates this Agreement under Section 4.1(c) but fails to timely provide the Employee Notice.

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 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. 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.

4.4 Pay on Termination; Severance.

4.4.1 Subject to the terms and conditions contained in this Agreement, upon termination of Employee’s employment with Employer, Employer will pay Employee Employee’s prorated salary through the date of termination and benefits payable pursuant to Employer’s then-current employment policies applicable to regular full-time salaried exempt managerial employees.

4.4.2 Subject to the terms and conditions contained in this Agreement, if Employer terminates Employee’s employment under Section 4.1(b), Employer will pay Employee severance pay in an amount equal to six months of Employee’s then-applicable base salary (the “Severance Pay”). The Severance Pay will be paid to Employee no later than thirty (30) days after Employee’s date of termination or sooner if required under applicable Oregon law. Notwithstanding anything contained in this Agreement to the contrary, Employee will not receive any Severance Pay if Employee voluntarily resigns and/or Employer terminates Employee’s employment “for cause” under Section 4.2.

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 reasonable 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; Effective Date. 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. For purposes of this Agreement, the term “Effective Date” means the date upon which this Agreement is fully executed by the parties.

5.8 Legal Representation. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by Employer to prepare 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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date written below but binding and effective for all purposes as of the Effective Date.

EMPLOYER:  
City of John Day,  
an Oregon municipal corporation

EMPLOYEE:

\_\_\_\_\_  
By: Heather Rookstool, Mayor

\_\_\_\_\_  
Melissa Bethel

Date: December \_\_\_, 2023

Date: December \_\_\_, 2023



Exhibit A  
Job Description and Profile

[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)	
MATERIALS AND EQUIPMENT USED:						
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"/>	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)	
PHYSICAL DEMANDS:						
N	R	O	F	C	Physical Requirement	Comments/Detail (if applicable)
<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.) 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	
PHYSICAL DEMANDS CONTINUED:						
N	R	O	F	C	Physical Requirement	Comments/Detail (if applicable)
<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:**

---

Employee Approval/Date

---

Administration Approval/Date