

1. 10:15 A.M. Agenda

Documents:

[2022-01-28 Special Council Meeting Agenda.pdf](#)

2. 10:00 A.M. Meeting Materials

Documents:

[Contract Exhibit A.pdf](#)

[Proposed Lambert Contract.pdf](#)



**CITY OF YACHATS
CITY COUNCIL SPECIAL MEETING
Yachats OR
Friday, January 28, 2022 at 10:15 am
To Be Held Via Zoom**

AGENDA

Join Zoom Meeting

<https://us02web.zoom.us/j/83380335391>

Meeting ID: 833 8033 5391

One tap mobile

+16699006833,,83380335391# US (San Jose)

+12532158782,,83380335391# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 833 8033 5391

Find your local number: <https://us02web.zoom.us/j/83380335391>

Special Meeting

I. City Manager Recruitment

The Yachats City Council meetings are open to the public and interested citizens are invited to attend. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. The meetings are accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. Sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance.

Exhibit A
City of Yachats
City Manager

GENERAL STATEMENT OF DUTIES:

Serves as chief administrative officer of the City. Directs and coordinates the activities of all City operations and implements policy as established by the City Council.

SUPERVISION RECEIVED:

Works under the general direction of the Yachats City Council, which establishes policies and ordinances which the City Manager implements and administers.

SUPERVISION EXERCISED:

Responsible for supervision over all employees of the City.

TYPICAL EXAMPLES OF WORK:

An employee in this classification may be called upon to do any of the following, however, these examples do not include all the tasks which the employee may be expected to perform.

- A. Meets with the public to provide information and assistance regarding City ordinances, policies, planning and zoning matters. Receives private citizen questions and complaints on a wide variety of issues and attempts to resolve problems to the satisfaction of all parties.
- B. Supervises the preparation of the annual budget with input from the Finance Committee. Reviews and approves Commission and Public Works needs and estimates, and transmits budget to Budget Committee for review and final action.
- C. Plans, gives general direction on, and reviews the services rendered by the employees.
- D. Meets with the City Council at Council meetings. Gives information on and transmits reports covering issues or concerns of municipal operations, and may be asked to advise councilors in their deliberation on policy or legislative matters.
- E. Confers with Public Works leads and others on varied operating and administrative problems. Reviews plans, programs, and procedures to improve the services rendered by the City.
- F. Serves as purchasing agent for City and is responsible for the efficient expenditure of City funds. Approves grant applications.
- G. Meets with vendors, contractors, sales people, and consultants, negotiates contracts, and serves as contracting agent for the City.

H. Conducts correspondence on contract problems and prepares or supervises the preparation of informative material for publication.

I. Meets with representatives of other governmental agencies on varied problems involved in the coordination of City services and in agreements with other governmental units.

J. As requested by the Council, Commission Chairs, or staff, attends Commission meetings and provides staff assistance.

K. Maintains authority for the appointment and dismissal of all City employees. The City Council, CIS (City/ County Insurance Services) pre-loss attorney and City Attorney must be made aware of any disciplinary process that may culminate in the dismissal of an employee or contract service provider. Dismissal of an employee may be appealed by the employee to the City Council.

L. Hires and confers with consultants, e.g. engineers, etc., concerning matters affecting the City's operation where their expertise is necessary.

M. Attends meetings as a representative of the City.

N. Responds to emergency situations as needed.

City of Yachats Employment Agreement City Manager

This written agreement is entered into by and between the City of Yachats, a municipal corporation of the State of Oregon, (“City”), and Heide Lambert (“Appointee”).

Recitals

- A. City desires to employ the services of Appointee as the City Manager of the City of Yachats; and,
- B. It is the desire of the City to establish certain conditions of employment for Appointee; and,
- C. It is the desire of the City to (1) secure and retain the services of Appointee and to provide inducement for Appointee to remain in such employment, (2) to make possible full work productivity by assuring Appointee’s morale and peace of mind with respect to future security; and (3) to provide a just means for terminating Appointee’s services at such time as Appointee may be unable to fully discharge Appointee’s duties or when City may otherwise desire to terminate Appointee’s services; and
- D. Appointee desires to accept employment as City Manager of Yachats, and to begin employment on February 14, 2022.

NOW THEREFORE, the City and Appointee agree as follows:

Section 1. Duties and Authority

- 1.1** The duties and authority of Appointee shall be consistent with state law, the City of Yachats Charter, Yachats Municipal Code, the job description for the position, ordinances and resolutions. The Appointee shall perform such other legally and ethically permissible and proper duties and functions as the Mayor and/or City Council shall from time to time assign, which may include, but are not limited to the following:
 - 1.1.1** Implementing policy as directed by City Council;
 - 1.1.2** Serving as the chief administrative officer of the City;
 - 1.1.3** Overseeing the overall management, administration, financial administration, and direction of City operations;
 - 1.1.4** Exercising direct or delegated supervision over all City employees;
 - 1.1.5** Hiring, disciplining and dismissal of City employees;
 - 1.1.6** Administrating City contracts pursuant to City policy, ordinance, resolutions and state law;
 - 1.1.7** Purchasing of services, equipment, and supplies within budget appropriations and in compliance with state law;
 - 1.1.8** Advising elected officials concerning policy matters and municipal affairs;
 - 1.1.9** Properly attending to all legal requirements including meeting deadlines; and
 - 1.1.10** Performing such other legally permissible and proper duties and functions as the City periodically may require and assign to Appointee, including but

not limited to those set forth in the City of Yachats job description for City Manager, a copy of which is marked as Exhibit A and by this reference incorporated herein.

- 1.2 The Appointee shall not be responsible for the supervision or direction of other officers directly employed by City Council such as the City Attorney and the Municipal Judge.
- 1.3 The City Council expects the Appointee to adhere to the highest professional standards. Her actions will always comply with those standards. She agrees to follow the Code of Ethics and Guidelines of the International City/County Management Association and the ethics rules, regulations, and laws of the State of Oregon.

Section 2. Term

- 2.1 **At Will.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council from terminating the services of the Appointee at any time, subject only to the provisions set forth in Section 3 of this Agreement. Except as specifically provided in this Agreement, Appointee shall serve at the pleasure of the City without any requirement to demonstrate cause for dismissal. Appointee's employment status is "at will," subject to the terms set forth in this Agreement.
- 2.2 **Resignation.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Appointee to resign at any time from their position with the City, subject only to the provisions of this Agreement.
- 2.3 **Initial Term.** The appointment to City Manager is a two-year term unless this contract is terminated by City Council or Appointee resigns from employment with the City.
- 2.4 **Renewal.** In the event written notice is not given by either party to terminate this Agreement at least sixty (60) days prior to the termination date, this Agreement shall be extended for successive two-year periods on the same terms and conditions provided herein. Non-renewal by the City will be treated as a termination without cause for purposes of section 3.2; non-renewal by Appointee will be treated as a resignation.
- 2.5 **Notice.** In the event Appointee wishes to voluntarily resign the position during the term of this Agreement, Appointee shall be required to give the City sixty (60) days written notice of such intention. Appointee shall cooperate in every way with the smooth and orderly transfer to the newly appointed city manager/city manager pro tem. Although the transfer of duties may occur prior to the end of 60 days, the Appointee will be paid for the full 60 days.

Section 3. Probation, Termination and Severance

- 3.1 **No Probation.** No probationary period is required.
- 3.2 **Severance.** In the event of the involuntary termination of Appointee's employment by action of the City, Appointee shall be entitled months salary at Appointee's highest rate of pay for the current contract year, less the value of any vacation that has been taken beyond the amount that the Appointee

would have been entitled to had vacation days been credited by the accrual method. Termination of Appointee's employment by the City as used in this section 3 means Appointee's dismissal by a majority vote of the City Council, with or without cause; or following a formal request by the Mayor and a majority of the City Council that she resign, with or without cause; or action by the Council or the voters which results in a material change of Appointee's duties and authority such as elimination of Council/Manager form of city government.

3.3 The severance amount to which Appointee is entitled shall be paid to Appointee within thirty (30) days of notification of termination. The severance amount and payment thereof does not diminish the City's obligation to pay Appointee all wages to which Appointee is entitled as a final wage payment within the time required by Oregon law.

3.4 In the event Appointee's employment is terminated due to the occurrence of any of the following, City shall have no obligation to pay the aggregate severance sum designated in Section 3.2 of this Agreement:

3.4.1 Willful and continuous failure or refusal to comply with policies, standards or regulations legally adopted by the City Council. Appointee shall be provided with written notice of such violations and an opportunity to correct them, prior to any action terminating employment.

3.4.2 Findings based on a reasonable belief by the City Council of fraud, misappropriation of funds, dishonesty, breach of trust, insubordination, neglect of duty, failure to perform duties in a manner that is consistent with applicable law, failure to correct performance deficiencies identified in writing by the City Council, after a reasonable opportunity, as determined by the City, to correct the deficiencies, embezzlement, or other acts of misconduct which could be characterized as criminal in rendering of services on behalf of the City. Such finding shall be made only after the Council holds, in executive session unless requested otherwise by the Appointee, a pre-decision meeting with the Appointee and, at a minimum, provides the Appointee notice of the charges and a copy of reports and documentation upon which the charges are based, notice that the Council is considering termination of employment under this paragraph of the Agreement, and an opportunity to present to the Council the facts, correct errors, and offer any explanation or defense.

3.4.3 Conviction of a felony or misdemeanor involving suitability and fitness to continue as City Manager, or other behavior that the City views as impairing the Appointee's ability to effectively perform the Appointee's duties or jeopardizes the reputation of the City.

3.4.4 The City reserves the right to take immediate action to place the employee on administrative leave while it follows the proper processes.

Section 4. Performance Evaluation

4.1 Initial Evaluations. The City Council shall meet with the Appointee in May, 2022 for a review of the Appointee's performance towards meeting expectations. A second review shall occur in November, 2022 to assess the continuing performance of the Appointee towards meeting expectations. Said reviews and evaluations shall be in accordance with specific criteria and process

developed jointly by City and Appointee. Appointee may, at their discretion, choose to receive a written copy of the findings of the evaluation process, if any, and be provided an adequate opportunity for the Appointee to discuss the details of the evaluations. Following the nine-month evaluation, the Mayor and City Council shall consider a raise of up to [REDACTED], with the decision based on the evaluation.

- 4.2 Annual Evaluation.** The City Council shall review and evaluate the performance of the Appointee at least once annually. Said review and evaluation shall be in accordance with specific criteria and process developed jointly by City and Appointee. Appointee may, at their, choose to receive a written copy of the findings of the evaluation process, if any, and be provided an adequate opportunity for the Appointee to discuss the details of the evaluation. At the time of the annual evaluation the Mayor and City Council shall review Appointee's salary and other benefits; provided, however, that this review is not intended to imply any obligation by the Council to increase the pay of Appointee in addition to, or in excess of, the cost of living adjustment otherwise provided herein.

Section 5. Salary, Hours of Work, Vacation and Sick Leave

- 5.1 Salary.** City agrees to pay Appointee an annual base compensation of [REDACTED] payable in the same installments and in the same manner as other employees are paid. Starting in July, 2023, Appointee will receive any cost of living increase granted to all classified employees. Bonuses, if any, may be granted by the City Council based on the results of annual performance, goal setting evaluations, and continuing education credits earned by the Appointee. Salary payments shall be subject to withholding, applicable taxes, FICA, and other deductions allowed or required by applicable law, and shall not be subject to reduction by the City.
- 5.2 PERS Retirement.** The Appointee shall self-pay the required 6% contribution to PERS and the City will pay its contribution into the system as per Oregon State law.
- 5.3 Insurance.** The Appointee shall receive all insurance benefits accorded full-time employees within the City.
- 5.4 Hours of Work.** Appointee shall maintain regular work hours at City Hall and be available to fully perform all job duties, provided however, it is anticipated that the Appointee's work schedule will allow for flexibility to accommodate the nature of the job duties and the professional status of the position. Appointee understands and agrees that this flexibility shall not interfere or conflict with any duties or responsibilities required under this agreement. Work in excess of forty (40) hours per week is deemed part of the professional responsibility for which the Appointee shall not be paid overtime.
- 5.5 Paid Time Off.** Appointee shall receive [REDACTED] days of vacation to be used in that year of employment, with year running from February 14 through the following February 13. Any unused balance shall expire at the end of the year.
- 5.6 Sick Leave.** The appointee shall accrue sick leave at the rate of eight (8) hours for each month of active employment. A maximum of 720 hours of sick leave may be accrued by the Appointee. The appointee shall be allowed sick leave

compensation when appointee is unable to work because of illness or injury or communicable disease. Sick leave may be used for attending to illness, injury, or disease to the employee's immediate family. Any unused balance shall expire with the end of active employment.

- 5.7 Other Benefits.** Appointee shall receive the following additional benefits: Holidays which fall on days normally worked; Bereavement leave up to five (5) days. (Should circumstances require the Appointee to be absent for longer than five days, the days in excess shall be deemed as vacation days.); Jury and witness duty as allowed to classified employees; Crime Victim leave as allowed to classified employees.
- 5.8 General Expenses.** The City recognizes that certain expenses are incurred for official and job affiliated functions such as dues, subscriptions, and professional development and within budgetary discretion of the City Council, hereby agrees to reimburse Appointee or pay such general expenses upon submission of related receipts, vouchers or statements.

Section 6. General Provisions

- 6.1 Professional Liability.** The City agrees to defend, hold harmless, and indemnify Appointee from any and all demands, claims, suits, actions, and legal proceedings brought against Appointee in their individual capacity or in their official capacity as provided for in and subject to the limitation of the Oregon Tort Claims Act, provided the incident arose while the Appointee was acting within the scope of their employment. If in the good faith opinion of the Appointee conflict exists in regards to the defense of any such claim between the legal position of the City and the Appointee, they may engage counsel in which event, the City shall indemnify the Appointee for the cost of legal counsel.
- 6.2 City Personnel Policies.** The terms of this agreement prevail over any inconsistent provision of the City's personnel policies. The City's personnel policies shall apply to the extent not inconsistent with this agreement.
- 6.3 Other Terms and Conditions.** The City may, by amendments to this Agreement, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by the Appointee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement. Appointee reserves the right to discuss the terms of this Agreement. Appointee reserves the right to discuss the terms or termination of this Agreement with City Council as a whole in either closed executive session or regular session as State law allows and as Appointee deems appropriate.
- 6.4 Integration; Amendments; Binding Effect.** The text herein shall constitute the entire agreement between the City and Appointee and any oral or other understandings are not binding upon the parties unless specifically amended in writing by mutual agreement. Nothing shall restrict the ability of City and Appointee to mutually and in writing amend or adjust the terms of this Agreement. This agreement shall be binding and inure to the benefit of the heirs at law and executors of Appointee.
- 6.5 Severability.** If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this

agreement or a portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

- 6.6 Attorney Fees.** In the event of any suit or action herein, the prevailing party in such suit or action shall be entitled to reasonable attorney's fees to be fixed by the trial court, and if an appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney's fees in the appellate court, together with prevailing party costs and disbursements incurred therein.
- 6.7 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.
- 6.8 Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the City of Yachats, Lincoln County, Oregon, has caused this agreement to be signed and executed.

Leslie Vaaler, Mayor

Date

Heide Lambert

Date