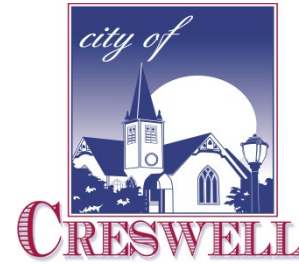

CRESWELL CITY COUNCIL SPECIAL CITY COUNCIL MEETING AGENDA

**November 18, 2024
Creswell City Hall - McCluskey Chambers
13 South 1st Street
6:00 P.M.**



**Mayor Dave Stram Presiding
City Councilors:
Shelly Clark, Alonzo Costilla, Staci Holt,
Nicholas Smith, Normajeon Osborn, Clark Kent**

Please silence your cell phones as a courtesy to everyone

Open Meeting

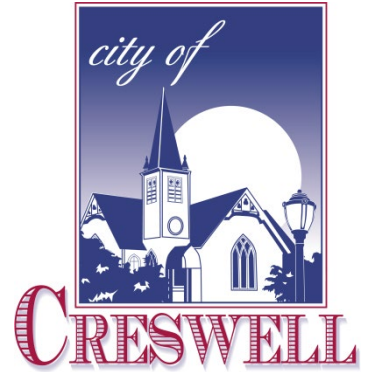
Pledge of Allegiance

- 1. Accepting the Resignation of City Manager Amberg**
- 2. Transition Process**
- 3. Adjournment**

The meeting location is wheelchair accessible. Anyone needing special accommodations (hearing impaired, language translation, large print, etc.) please make your request at least 2 Business Days prior to the meeting at 541- 895-2531. Creswell is an Equal Opportunity provider and employer and complies with Section 504 of the Rehabilitation Act of 1973. Questions about this agenda from the hearing impaired can use TTY and call at 1-800-735-2900; Spanish TTY at 1-800-735-3896.

AGENDA

To: Mayor and City Councilors
From: Michelle Amberg, City Manager
Re: Resignation
Date: November 13, 2024



I have been going over last night's meeting. I believe that I have damaged the city council/manager relationship to an unrepairable state. I think it is best if I resign my position with the City of Creswell. This will allow the new Council to engage with a new City Manager of their choosing instead of one that they have inherited.

Regarding resignations my contract states:

Section 4: Resignation

In the event Employee voluntarily resigns her position with Employer during the term of this agreement, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties agree otherwise in writing. In this event, the severance pay provisions of Section 3 will not apply.

Thirty days will make my last day December 13, 2024.

Thank you for giving me the opportunity to work with you over the past years. I hope that you will look back at the things that were accomplished favorably despite my temperament.

I will miss my staff. I am sure you know how special and awesome they are. At least I know that I am leaving the next City Manager with a great team to work with.

I wish you the very best.

**Employment Agreement Between
The City of Creswell and Michelle Amberg
For the Position of City Administrator**

State of Oregon

County of Lane

City of Creswell

Parties: This agreement made and entered into this first day of February, 2014, by and between the City of Creswell, a municipal corporation, hereinafter referred to as "Employer" and Michelle Amberg, hereinafter referred to as "Employee" both of whom agree to the following terms and conditions of employment.

Section 1: Duties:

Employer hereby agrees to employ said Michelle Amberg as Employee of said Employer to perform the functions and duties as specified in Chapter VIII Section 33 of the Creswell City Charter and applicable provisions of the City Code and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign.

Section 2: Term

- A. Employee agrees to remain in the exclusive employ of Employer during the term of this agreement and agrees not to become employed by any other employer until said termination as hereinafter provided, except as provided in Section 9 of this agreement.
- B. In the event written notice is not given by either party to this agreement to the other thirty (30) days prior to the termination as hereinafter provided, this agreement shall be extended on the same terms and conditions annually, without further action.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3 of this agreement. Employee will at all times be an at-will employee.
- D. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from this position with Employer, subject only to the provisions set forth in Section 4 of this agreement.

Section 3: Termination and Severance Pay

- A. In the event of the termination of the Employee's employment by action of the City, Employee shall be entitled to a lump sum payment equal to four (4) months salary plus health insurance premiums in addition to full

compensation for vacation that has accrued to the Employee. This four (4) month severance amount shall be increased by one (1) month of each year of the Employee's continuous employment as City Administrator, up to a maximum of twelve (12) months.

Section 4: Resignation

In the event Employee voluntarily resigns her position with Employer during the term of this agreement, then Employee shall give Employer thirty (30) days written notice in advance, unless the parties agree otherwise in writing. In this event, the severance pay provisions of Section 3 will not apply.

Section 5: Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of six successive weeks beyond any accrued sick leave and leave available under the Family Medical Leave Act, if any, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 3, Paragraph A.

Section 6: Salary

Employer agrees to pay Employee for her services rendered pursuant hereto, an annual base salary of ninety thousand (\$90,000.00) dollars payable in installments at the same time as other managerial employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the City Council may determine that is desirable to do so on the basis of annual salary review as part of the annual performance evaluation process and at any other time the City Council deems appropriate.

Section 7: Performance Evaluation

- A. The City Council shall review and evaluate the performance of the Employee following the sixth month of employment and at least once annually thereafter. Such review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee, and in accordance to the provisions of the Creswell City Code and Personnel Policies. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with the Employee. Further, the Mayor of the City of Creswell shall provide the employee with a summary written statement of the findings of the City Council and provide an adequate opportunity for the Employee to discuss her evaluation with the City Council.
- B. Annually, the City Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the City of Creswell and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various

goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operation and capital budgets and appropriations provided.

- C. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of applicable law.

Section 8: Work Hours

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the Employer, and to that end Employee will be allowed to take time off as she shall deem appropriate during said normal office hours. The Employee understands and agrees that this flexibility shall not interfere or conflict with any duties or responsibilities required under this agreement including the number of hours.

Section 9: Vacation, Sick, and Military Leave

- A. Employee shall accrue and have credited to her personal account, vacation and sick leave at the same rate as other general employees of the Employer. Said vacation and sick leave shall be subject to provisions as outlined in Section 3 of this agreement, upon termination of Employee. In addition, if Employee voluntarily resigns as described in Section 4 of this agreement, Employer agrees to compensate employee for all accrued benefits up to and including the final date of employment, in accordance with the City Personnel Policy.
- B. The Employee shall be granted and credited with 10 days of vacation and 10 days of sick leave upon commencement of this contract.
- C. Employee shall be entitled to military reserve leave pursuant to Federal or State law and City of Creswell City Policies.

Section 10: Automobile

The City agrees to provide a monthly car allowance of one hundred fifty (\$150) dollars per month to offset the costs associated with the use of her personal vehicle for City business. Employee is responsible for all insurance, repair, upkeep and maintenance of her personal vehicle.

Section 11: Health, and Life Insurance

Employer agrees to provide hospitalization, surgical, and comprehensive medical insurance and life insurance for Employee equal to that provided all other employees of the City, and to pay the premiums thereon on the same basis as for other employees of Employer. Health insurance premiums are defined as part of the aggregate salary of the Employee and as such subject to Section 3 Paragraph A of this agreement.

Section 12: Retirement

Employer agrees to provide and pay for Employee's participation in the Public Employee's Retirement System for Oregon (PERS) in a manner and rate consistent with all other employees of the City of Creswell. The Employer's retirement contribution is defined as part of the Employee's aggregate salary and as such subject to Section 3 Paragraph A of this agreement.

Section 13: Dues and Subscriptions

Within the budgetary discretion of the City Council, Employer agrees to budget and to pay for professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 14: Professional Development

- A. Within the budgetary discretion of the City Council, Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official functions for Employer. Participation in said professional development activities shall be considered a part of the Employee's work related duties and Employee shall not be required to use accrued leave for such participation.
- B. Within the budgetary discretion of the City Council, Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer.

Section 15: Technology Stipend

The City agrees to provide a monthly stipend of seventy-five (75) dollars to Employee to offset the costs of use of her personal cell phone and internet access for city business.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance by virtue of her employment.

Section 17: Residency

Notwithstanding any City personnel policy providing to the contrary, Employee will be expected to relocate to a place of residence within the corporate limits of Creswell within a reasonable period of time after employment (not to exceed one year) and should continue to reside in the City during her employment with the City. In recognition of the

expense associated with this relocation, the City will reimburse Employee for the costs of moving the Employee's family and personal possessions to Creswell, up to maximum moving expenses of five thousand (\$5,000.00) dollars.

Section 18: General Expenses

The Employer recognizes that certain expenses of a non-personal and generally job-related nature are incurred by the Employee, and hereby agrees to reimburse said expenses, upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits, and in compliance with policies of the Employer.

Section 19: Indemnification

The Employer agrees to defend, hold harmless and indemnify Employee from any and all demands, claims, suits, actions and legal proceedings brought against Employee in her official capacity as agent and employee of the City of Creswell, as provided in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

Section 20: Other Terms and Conditions of Employment

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

Section 21: Confidentiality

- A. The Employee recognizes that City has and will have future plans, business affairs, employment, legal and litigation matters, and other proprietary information that are valuable, special and unique assets of City and need to be protected from improper disclosure. City Administrator agrees not to at any time or in any manner, either directly or indirectly, use any information for her own benefit, or divulge in any manner to any third party without the prior written consent of City. The Employee will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- B. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement for a period of 2 years.

Section 23: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties and replaces any previous written or oral agreement.

- B. This Agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee.
- C. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. Upon termination of this Agreement, the Employee shall deliver all records, notes, data, memoranda, models and equipment of any nature that are in Employee's possession or under her control and that are Employer's property or relate to Employer's business.
- E. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- F. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- G. Laws of the State of Oregon shall govern this Agreement.

IN WITNESS WHEREOF, the City of Creswell has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and City Administrator has signed and executed this Agreement, both in duplicate.

Dated this 20th day of December, 2013, as agreed to by the Mayor of the City of Creswell.

City of Creswell

Administrator

By: 
Dave Stram, Mayor


Michelle Amberg, Administrator

Date: 12/20, 2013

Date: Dec 17, 2013

Attest:


Roberta J. Tharp, City Recorder