

RESOLUTION NO. 2929

A RESOLUTION REAPPROPRIATING FUNDS WITHIN THE CITY MANAGER ACTIVITY AND APPROVING THE CITY MANAGER'S EMPLOYMENT AGREEMENT.

WHEREAS, since the 1989-90 budget was adopted, the annual City Manager evaluation and agreement negotiations have occurred, and

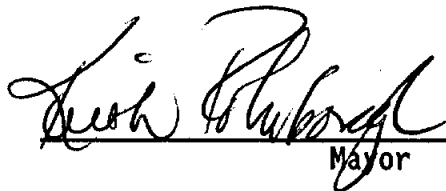
WHEREAS, appropriations made in the 1989-90 budget process are insufficient to fund the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the following appropriation transfers are hereby approved.

<u>City Manager</u>	<u>CR</u>	<u>DR</u>
16-020-51001 Wages & Salaries	\$5,500	
16-020-56100 Employer Paid Benefits	1,300	
16-020-61805 Car Allowance	1,200	
16-020-61806 Personal Auto Reimbursement		\$ 400
16-020-90100 Contingencies		7,600

BE IT FURTHER RESOLVED that the Albany City Council does hereby approve the City Manager's employment agreement attached as Exhibit "A."

DATED this 10th day of January, 1990.



Mayor

ATTEST:



City Recorder

EXHIBIT A

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of January 1990, by and between the City of Albany, State of Oregon, a municipal corporation, hereinafter called the "City," and STEPHEN W. BRYANT, hereinafter called "Manager," now therefore,

W I T N E S S E T H:

WHEREAS, the City desires to continue to employ the services of Stephen W. Bryant as the City Manager of the City of Albany to perform the duties of the City Manager under the conditions and provisions of the Albany Charter; and

WHEREAS, it is the desire of the City to provide certain benefits and to otherwise establish the terms and conditions of employment and to set working conditions of the Manager; and

WHEREAS, it is the desire of the City to (1) retain the services of the Manager and to provide inducement for him to remain in such employment, (2) make possible full work productivity through the establishment of these terms of employment and a regular process for evaluating performance, and (3) provide a just means for terminating the Manager's services at such time as he may be unable to fully discharge his duties due to age or disability or when the City may desire to otherwise terminate his employ; and

WHEREAS, the Manager desires to continue employment as City Manager of the City of Albany.

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

Section 1. Duties.

The City hereby agrees to continue to employ Stephen W. Bryant as City Manager of the City to perform the functions and duties of City Manager as specified in the Albany City Charter and to perform such other duties and functions as the City Council shall, from time to time, assign.

Section 2. Term. This agreement shall be for an indefinite term.

- A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Manager at any time, subject only to the provisions of this agreement pertaining to Termination and Severance Pay.
- B. The Manager may resign at any time, subject only to the provisions of this agreement relating to notice.
- C. The Manager agrees, except as specifically authorized by the City Council, to remain in the exclusive employ of the City and not to become employed by any other employer until the effective date of any termination or resignation. The term "employed" shall not be construed to include occasional teaching, writing, or consulting work which does not interfere with the Manager's ability to effectively discharge his assigned duties.

Section 3. Termination and Severance Pay.

- A. In the event the Manager is terminated by the City Council at a time when the Manager is willing and able to perform the duties of City Manager or due to a medical disability, then, and in that event, the City agrees to pay the Manager a cash payment equal to two (2) months of annual salary plus one week of salary for each year of completed service as City Manager, payable on a monthly basis at the same rate as the current agreement provides until such benefits are exhausted and provided further that such payments shall terminate upon the Manager obtaining comparable full-time employment. Any portion of a month shall be prorated.
- B. In the event the Manager is terminated because he willfully and repeatedly fails or refuses to comply with the policies, rules, regulations, and standards established by the Council in accordance with the City Charter and which have been communicated to him or because he commits any felony or other acts of willful misconduct connected with his employment, the City is discharged of responsibility with respect to the termination pay referenced in this section.
- C. In the event that the Manager voluntarily resigns his position while this contract is in effect, then the Manager shall not be entitled to severance pay in accordance with this section.

Section 4. Salary.

The City agrees to pay the Manager for his services rendered pursuant hereto a monthly base salary of \$4,400, payable in installments at the same time as other City employees are paid. In addition, the City Council agrees to review the base salary and other benefits of the Manager at the Manager's annual performance review which shall be conducted in December of each year.

Section 5. Paid Leave of Absence.

The Manager shall be entitled to paid leave of absence (e.g. holidays, sick leave, vacations) with accrual, accumulation, and use in accordance with City policies applying to other nonbargaining unit employees of the City. The Manager shall take no less than 50% of his annual earned vacation during each year of employment. The Manager may request, and the City Council may approve, paid compensation each year for up to 50% of the unused vacation hours.

Section 6. Hours of Work.

It is understood and agreed that the Manager must devote a great deal of time outside of normal office hours to business of the City, and Manager is, therefore, entitled to take time off to such extent as he deems appropriate during normal office hours provided that the same do not interfere unduly with the performance of the Manager's duties. Such hours shall not exceed eighty (80) hours per fiscal year which shall be recorded on monthly timesheets as paid administrative leave.

Section 7. Automobile.

The City agrees to pay to the Manager the sum of \$190 per month as a vehicle allowance for travel in discharging his duties.

Section 8. General Expenses.

The City recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by the Manager and hereby agrees to reimburse him for expenses incurred upon receipt of duly-executed expense vouchers, receipts, statements, or personal affidavits in accordance with federal, state, and local laws as specified in the prevailing policy of the City. Examples of such expenses include meals during which City business is conducted or where the Manager is requested to attend to represent the City, purchases of materials for recognition of employees or volunteers, and all travel and lodging expenses incurred in the conduct of City business.

Section 9. Dues and Subscriptions.

The City agrees to budget and pay the professional dues and subscriptions of the Manager appropriate for his continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and to improve his performance in his duties as City Manager of the City. The Manager shall report to the Council on each professional organization for which the City pays for dues and subscription services.

Section 10. Professional Development.

In accordance with City policy, the City agrees to budget and pay the registration, travel, and subsistence expenses of the Manager for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Manager and to adequately pursue necessary official functions of the City. The Manager shall make periodic reports to the Council on such activities.

Section 11. Civic Membership.

The City recognizes the desirability of representation in and before local civic and other organizations, and the Manager is authorized to become a member of civic clubs or organizations for which the City shall pay membership expenses excluding the cost of meals. The Manager shall report to the Council on each such membership.

Section 12. Fringe Benefits.

The Manager shall receive the same fringe benefits as other City nonbargaining unit employees currently receive and such fringe benefits as may hereafter be provided by the City to its nonbargaining unit employees. As used herein, "fringe benefits" includes disability, health, and life insurance, retirement benefits, and other benefits paid by the City for its nonbargaining unit employees.

Section 13. Deferred Compensation.

In addition to the base salary paid by the City to the Manager, the City agrees to credit and deposit ten (10) percent of the Manager's base salary each month into a deferred compensation program approved by the City.

Section 14. Amendments to this Agreement.

Amendments to this agreement shall be in writing and signed by both parties.

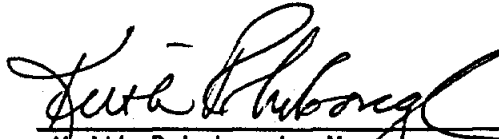
Section 15. General Provisions.

- A. This Agreement shall be binding upon and inure to the benefit of the heirs-at-law and executors of the Manager.
- B. If any provision of this agreement is held to be invalid or unenforceable, the remainder of the agreement shall be deemed severable and shall not be affected but shall remain in full force and effect.

Section 16. Effective Date.

This agreement shall be effective commencing on the first day of January 1990.

IN WITNESS WHEREOF, the City of Albany has caused this agreement to be signed and executed on its behalf by its Mayor and duly attested by the City Recorder, and the Manager has signed and executed the agreement the day and year first above written.




Keith Rohrbough, Mayor



Stephen W. Bryant, Manager

ATTEST:



Gary Holliday, City Recorder