

RESOLUTION NO. 869

**A RESOLUTION APPROVING THE CITY MANAGER'S EMPLOYMENT AGREEMENT.**

WHEREAS, the governing body of the City of Wilsonville, hereinafter called "Council", desires to employ Arlene Loble as City Manager for the City; and

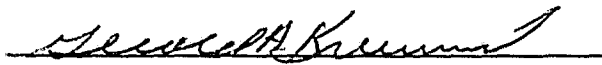
WHEREAS, Arlene Loble, hereinafter called "Employee", desires to be employed as City Manager for this City; and

WHEREAS, the parties have entered into an agreement setting forth the essential terms of employment and have incorporated same into an Employment Agreement for final approval by the Council.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

The Employment Agreement, marked Exhibit A, attached hereto and incorporated herein, is approved and adopted by the Council, and the Mayor is authorized to execute same on behalf of the City of Wilsonville.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 16th day of September, 1991, and filed with the Wilsonville City Recorder this same date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA A. ROJAS, CMC, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Chandler	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>

Exhibit "A"

CITY OF WILSONVILLE  
EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into the 16th day of September, 1991, by and between the City of Wilsonville, State of Oregon, a municipal corporation, hereinafter called "Employer", and Arlene Loble, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of Arlene Loble as City Manager of the City of Wilsonville as provided by the Wilsonville City Charter and Section 2.105 of the Wilsonville Code, and

WHEREAS, it is the desire of the Governing Body, hereinafter called "Council" to establish certain conditions of employment, to establish certain benefits, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of the city of Wilsonville; and

WHEREAS, the parties have entered into a letter agreement setting forth the essential terms of employment which are to be incorporated and merged into this agreement;

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

Section 1. Duties -

Employer hereby agrees to employ Arlene Loble as City Manager of the City of Wilsonville to perform the functions and duties specified in the Wilsonville City Charter and Section 2.105 of the Wilsonville Code, and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

Section 2. Term -

- A. Employee agrees to be exclusively employed by Employer commencing September 16, 1991, hereinafter referred to as the anniversary date. Employment shall continue until terminated by one or both of the parties in accordance with the terms of this agreement.
- B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 4, paragraphs A and B, of this agreement.

- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his/her position with Employer, subject only to the provisions set forth in Section 4, paragraph C, of this agreement.
- D. Pursuant to Wilsonville Code 3.105(2), the term of this agreement shall be indefinite.
- E. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on Employee's time off.

Section 3. Suspension -

Employer may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) a majority of the Council vote, to suspend Employee pending an investigation into allegations of malfeasance or gross negligence, or
- (3) after a public hearing or an executive session held in accordance with Oregon law, a majority of the Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council members bringing such charges.

Section 4. Termination and Severance Pay -

- A. In the event Employee is terminated by the Council during her term of employment or any extension thereof and during such time that Employee is willing and able to perform her duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to six months' aggregate salary; provided, however, that in the event Employee is terminated because of malfeasance or gross negligence, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph.
- B. In the event Employer at any time during the term of this agreement reduces the salary or other financial benefits of Employee by a greater percentage than an applicable across-the-board reduction for all employees of Employer, or if the Employer refuses, following written notice, to comply with any other provisions benefitting Employee herein, or if the Employee resigns following a request, whether formal or informal, by a majority of the Council that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" as of the date of such act or event and the above severance pay provisions shall apply.
- C. In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, then Employee shall give Employer three months notice in advance, unless the parties otherwise agree. The Employee shall not be entitled to severance pay should she voluntarily resign.

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 four (4) successive weeks beyond any accrued sick leave, or for twenty (20) working days over a thirty (30) working day period, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A. However, Employee shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits.

Section 6. Salary -

- A. Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$57,500, payable in installments at the same time as other employees of the Employer are paid.
- B. Employer agrees to contribute a sum equal of 10% of employee's annual base salary into an ICMA Deferred Compensation Program on employee's behalf payable in installments as employee is paid.
- C. In addition, upon a successful annual performance evaluation as set forth in Section 7, Employer agrees to increase said annual base salary and/or other benefits of Employee in such amounts and to such extent as the Council may determine, which is to be made at the same time as similar consideration is given other employees generally. In any event, such raise shall not be less than the average raise given all city employees and will increase to a guaranteed minimum of \$60,000 annual salary after the first year of employment. After each annual employment evaluation employee shall be considered for a merit increase.

Section 7. Performance Evaluation -

- A. The Council shall review and evaluate the performance of the Employee after six (6) months employment and thereafter at least once annually. After six months, if employee receives an outstanding evaluation, a salary adjustment will be considered but not guaranteed. Said review and evaluation shall be in accordance with the specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss her evaluation with the Council.
- B. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the 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 specified and the annual operating and capital budgets and appropriations provided. The parties agree that, in the first year of this agreement, that after eight (8) to ten (10) weeks of employment, the City Council and the Employee will set aside two

full working days to establish goals and objectives for the first six months and the first year. This session will be held at a location that would minimize interruptions, provided such location is allowable by Oregon law.

Section 8. Hours of Work - Administrative Time Adjustments

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to make reasonable adjustments as she shall deem appropriate during said normal office hours. Any extended reasonable adjustments shall be subject to consultation with the Mayor. The Employee shall not receive monetary compensation for work in excess of normal office hours.

Section 9. Outside Activities -

Employee shall not spend more than ten (10) hours per week in teaching, counseling, or other non-Employer connected business without prior approval of the Council.

Section 10. Moving Expenses -

Employee shall be reimbursed \$5,000 for the expenses of packing and moving herself, her family, and her personal property from Park City, Utah, to Wilsonville, which shall include unpacking and insurance charges. Additionally, Employer shall reimburse Employee for travel, lodging, and car rental expenses in connection with Employee's trip to Wilsonville at the City Council's request for the City Council meeting of August 19, 1991, for meeting with staff, and for locating housing.

Section 11. Automobile Expenses -

Employee's duties require that she use her personal automobile on a regular basis in conducting her duties for the Employer. Employer shall provide Employee a monthly payment of \$300.00 in reimbursement for the use of her personal automobile.

Section 12. Other Benefits -

Employer shall provide Employee with a standard benefit package as is offered other full-time City employees including health, dental, and life insurance, PERS benefits, and sick leave together with three weeks of vacation annually accruing at the rate of ten (10) hours per month.

Section 13. Dues and Subscriptions -

Employer agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in the International City Manager's Association and the American Society for Public Administration, which are necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the Employer.

Section 14. Professional Development -

- A. Employer hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and adequately to pursue necessary official and other functions for the Employer. These shall include the Annual Conference of the International City Management Association commencing in 1992, the League of Oregon Cities Convention, the Annual Northwest City Managers' Conference, and such other national, regional, state, and local governmental groups and committees thereof on which Employee serves as a member and which have been approved by the Employer.
- B. Employer shall also budget and pay for the approved travel and subsistence expenses of Employee for short course, institutes, and seminars that are necessary for her professional development and for the good of the Employer as may from time to time be requested by Employee and authorized by Employer.

Section 15. Indemnification -

Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgement rendered hereon.

Section 16. Bonding -

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

Section 17. Other Terms and Conditions of Employment -

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

Section 18. No Reduction of Benefits -

Employer shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree such a reduction is across-the-board for all employees of the Employer.

Section 19. General Provisions -

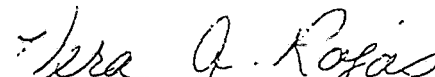
- A. The text herein shall constitute the entire agreement between the parties.
- B. This agreement shall be binding upon and inure to the benefits of the heirs at law and executors of Employee.

- C. This agreement shall become effective September 16, 1991.
- D. 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.

IN WITNESS THEREOF, the City of Wilsonville has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

  
GERALD A. KRUMMEL, Mayor

ATTEST:

  
VERA A. ROJAS, City Recorder

  
ARLENE LOBLE, Employee

APPROVED AS TO FORM:

  
MICHAEL E. KOHLHOFF, City Attorney