



## Council Packet

City of Halsey  
Council Worksession  
City Hall  
Remote Attendance via Zoom  
100 W. Halsey Street

Tuesday, August 29<sup>th</sup>, 2023  
7:00 PM

#### D. NEW BUSINESS

Interim City Administrator Candidate – Wes Hare		
Council Action:	<b><i>NONE</i></b>	<b>August 29, 2023</b>

**Issue Statement:** Council is invited to consider employing Wes Hare as an interim City Administrator for the City of Halsey.

Wes has dual Master's Degrees in Public Administration and Business Administration. He has some experience working for cities and several public agencies, but not in the role of administrator. He has been a branch director for YMCA, and most recently has managed a business that he and his brother own.

His resume is attached. He lives within commuting distance of the city, and his requested compensation fits within the current fiscal year budget.

Mr. Hare would be able to start as early as September 1<sup>st</sup>, allowing for some overlap with the exiting City Administrator, and ensuring there is no gap in administration for the city.

## Resume for Wesley M. Hare

971.240.1389 [whare83@gmail.com](mailto:whare83@gmail.com)

### Education

University of Oregon	Bachelor of Science - Political Science
Willamette University	Master of Public Administration/MBA

### Employment History

General Manager	Gran Prix Cycle	2021 - 2023
Teacher	Salem Keizer School District	2017 - 2021
Marketing & Management Specialist (Contract assignments)	Oregon State Police	2014 - 2018
	Polaris Dental Specialists	
	Oregon West Excursions	
	Hope Orthopedics	
Branch Director	YMCA	2013 - 2014
Public Works Employee	City of Adair Village	2009 - 2013
City Intern	Dallas, Oregon	2007 - 2008

### Qualifications

#### Leader

- Public Relations:
  - Relaunching websites and social media channels for Gran Prix, OSP, Polaris Dental, Oregon West, and Hope Orthopedics;
  - Awarded the Oregon State Police Superintendent's Challenge Medallion as member of 3 person team relaunching the OSP website
  - Communicating with diverse and disabled populations as guest teacher for the Salem Keizer school district
- Community Relations:
  - Attended board meetings with YMCA board members and other stakeholders to advance the goals of the non-profit organization.
  - Functioned as charity coordinator and fundraiser, working with volunteer leaders and soliciting community support for the Monmouth-Independence YMCA
- President of Atkinson Public Administration at Willamette University MPA Program.
- Educated at a graduate level in negotiations, human resources, government business management, new product development and business process.

#### Manager

- Enhanced YMCA profile in the Monmouth-Independence community by transforming operation from a satellite office to a full service facility.
- Budget and Finance for Non Profit and For Profit organizations, including payroll and debt management.
- Recruited, hired, and managed employees in branch and satellite locations including scheduling performance evaluations, disciplinary actions, and benefits administration

## E. EXECUTIVE SESSION

Interim City Administrator Interview		
Council Action:	<b>NONE</b>	<b>August 29, 2023</b>

**Issue Statement:** The Halsey City Council will go into Executive Session pursuant to ORS 192.660(i) to discuss *the employment of an Interim City Administrator. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660 but must not disclose any information discussed.*

A list of possible interview questions is attached. The Mayor has requested that staff be invited to ask questions and give feedback to Council about the candidate. Council will make the final decision. No decisions can be made inside the executive session. Any decision must be made as part of the following agenda item.

- This item is for discussion. No decisions can be made in executive session.

## F. NEW BUSINESS

APPOINTMENT OF INTERIM CITY ADMINISTRATOR
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## **Possible Interview Questions**

### **Interim City Administrator**

Can you briefly describe your employment history and qualifications and how those have prepared you to serve as the Interim City Administrator for Halsey?

What is your philosophy regarding community engagement and keeping residents informed regarding critical issues related to the community? What tools will you use?

How will you keep the Council informed about critical issues impacting Halsey?

Please describe your leadership style and your approach to working with and motivating staff.

Sometimes there is strife in the workplace which creates division and can impact job satisfaction, performance, and retention. As a leader, how do you address this type of situation? Can you give an example?

Please describe a major accomplishment you were directly involved with in your current or most recent position.

Different people respond to information in different ways. Describe a situation that required you to communicate with a diverse group. How did you adapt the information to the needs of the individuals?

Describe a time when you failed in a leadership role and the lesson you learned? Did you implement changes?

Can you share an example of a decision you made upholding policy or regulation that you knew would be unpopular with your superiors in the organization? Describe the decision you had to make and what you had to do to prepare for any fall-out.

The city administrator position requires you to respond to many requests from staff, council, citizens, and outside agencies in a short period of time. How do you ensure promptness, accuracy, and courtesy under these conditions?

What do you think will be the most important part of your job?

Please describe your experience in the following areas.

- Personnel management and laws related to Human Resources
- Budget and Finance
- Public Works
- Customer/Citizen Service
- Public Relations

If hired, when can you start?

If hired, what is your requested level of compensation?

Would you have any other requested contract conditions or amendments?

Is there anything else we need to know?

What questions do you have for us?

## F. NEW BUSINESS

APPOINTMENT OF INTERIM CITY ADMINISTRATOR		
Council Action:	<b>MOTION</b>	<b>August 29, 2023</b>

**Issue Statement:** Council will consider appointment of an Interim City Administrator. An appointment may or may not take place in this meeting.

Interim City Administrators generally have an employment contract that defines their compensation and term of service with the city. If the Council chooses to appoint Wes Hare to be the Interim City Administrator they should discuss a rate of compensation with Mr. Hare, as well as any other contract terms he requests.

- **Possible Motion:** I move that the Governing Body of the City of Halsey appoint Wes Hare to be the Interim City Administrator for the City of Halsey for a term of \_\_\_\_\_ months, starting on \_\_\_\_<date> \_\_\_\_\_ at a compensation rate of \_\_\_\_\_ per month.

- **Council Options**

1. Remove an item for separate consideration & decision
2. Approve as recommended
3. Approve with amendments
4. Provide further direction to staff
5. Deny request

- **Possible Motion:** I move that the Governing Body of the City of Halsey appoint Mayor Jerry Lachenbruch and City Attorney Ross Williamson to prepare a contract for the Interim City Administrator and empower the Mayor to sign the contract on behalf of the City of Halsey.

- **Council Options**

1. Remove an item for separate consideration & decision
2. Approve as recommended
3. Approve with amendments
4. Provide further direction to staff
5. Deny request

MODEL CONTRACT

**CITY OF HALSEY  
EMPLOYMENT AGREEMENT FOR  
INTERIM CITY ADMINISTRATOR AND CITY RECORDER SERVICES**

This Agreement is entered into this [REDACTED] day of September, 2023 by and between the City of Halsey, hereinafter referred to as "City" and [REDACTED], (referred to herein as "Employee") so that the parties may secure the temporary, full time, professional City Administrator and City Recorder services.

**RECITALS**

It is the desire of the City to temporarily secure and retain the professional services and skills of Employee and to provide inducement for Employee to remain in such employment, and

The Employee has the necessary skills and experience to assist the City; and

It is the desire of the City and Employee to enter into a contractual agreement wherein Employee provides City Administrator and City Recorder services on a temporary basis while also assisting the City in its search for a permanent City Administrator and City Recorder.

THEREFORE, in consideration of the mutual covenants herein contained and for consideration herein specified, the City and Employee mutually agree as follows:

**SECTION I. – DUTIES**

City and Employee agree that the City shall hire Employee as a temporary, full time, FLSA-exempt employee and that Employee shall perform the functions and duties of the City Administrator and City Recorder on an interim basis, as they are more fully described in Halsey Municipal Code Section 2.15.020 and **Exhibit A** which is attached to this Agreement and by this mention incorporated herein. The City may adjust or change Employee's duties and responsibilities as needed; however, Employee will not be responsible for the supervision, activities, or responsibilities of other officers appointed by the City Council.

City expects Employee to adhere to the highest professional standards. Employee 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 II – TERM; RENEWAL; AT WILL STATUS**

A. Initial Term. The Initial Term of this Agreement will commence on

September \_\_, 2023 and will end six months thereafter, unless the Agreement is renewed or terminated as provided herein.

- B. Renewal. This Agreement may be renewed for one Renewal Term of not more than three months. The parties may renew this Agreement by mutual, signed consent and in accordance with this subsection B. To initiate a renewal, a party shall provide written notice of its desire to renew and the desired duration of the renewal at least thirty (30) days prior to the end of the Term. If this Agreement is renewed, the parties shall mutually decide upon the length of the Renewal Term (which shall not exceed three months). All other terms and conditions will remain in full force and effect unless the parties mutually agree in writing to further modify or amend the Agreement.
- C. At Will Employee; Nature of Employment. Employee understands and agrees that Employee is an at-will employee and may be terminated at any time with or without cause, subject only to the terms of this Agreement. The parties acknowledge that Employee will be an FLSA-exempt, full-time, temporary, non-union, supervisory employee who is subject to the City's rules, policies, and regulations unless expressly exempted from such rules, policies, or regulations by this Agreement.

### **SECTION III. – TERMINATION AND RESIGNATION**

- A. Termination and Resignation. Notwithstanding anything herein to the contrary, the City may terminate this Agreement and Employee's employment at any time by providing twenty-one (21) days' written notice of its intent to terminate. If the City terminates, it shall have no obligation to pay any severance monies or payments beyond earned salary and leave payouts as provided under City personnel policies. Employee may voluntarily resign the position and terminate this Agreement by providing at least forty-five (45) days' written notice. If Employee fails to provide at least forty-five (45) days' written notice, the City may withhold up to ten days of the Employee's leave accrual.

### **SECTION IV. – SALARY AND BENEFITS; RULES AND SCHEDULES**

- A. Salary. The City agrees to pay Employee a monthly salary of \$\_\_\_\_\_ for each month of work provided under this Agreement. All compensation is subject to all state and federal withholdings and is payable in the same installments and manner as other City employees are paid.
- B. Benefits. City shall provide the benefits regularly provided to temporary, full-time, non-union, supervisory employees, as more specifically described in the City's personnel policies and the relevant City insurance coverage documents, which may be amended from time to time.

- C. Vacation, Sick, Holiday. City shall provide vacation, sick, and holiday leave as more specifically described in the City's personnel policies.
- D. General Expense. City recognizes that Employee may have a need to incur certain pre-approved expenses due to official job-related functions and hereby agrees to reimburse or pay for such actual, pre-approved business-related expenses, pursuant to the City's regular expense reimbursement policies and practices.
- E. Personnel Rules. The Parties agree that the Employee will be bound by the City's personnel rules and procedures except as follows:
  - 1. If the City's personnel policies, rules, or procedures conflict with the express terms of this Agreement, this Agreement shall control; and
  - 2. Employee shall not be subject to any City progressive discipline process or disciplinary due process provided in the City's personnel policies, rules, or procedures. Instead, the termination provisions of this Agreement shall control.
- F. Work Schedule; Hours. The parties acknowledge that Employee must often work in excess of 40 hours per week and during evening or early morning hours. Overtime pay will not be paid because Employee is exempt from the FLSA. The Parties anticipate that Employee's work schedule will be a self-determined, flexible schedule and that Employee may set office hours as long as: 1) work duties are being accomplished; 2) Employee establishes, communicates, and generally maintains predictable office hours that allow working directly with staff and Council; and 3) Employee is generally present in the office for an average of 40 hours per week. The parties acknowledge that these criteria will be generally applied and are subject to reasonable exceptions. The parties also acknowledge and understand that COVID precautions may affect these general expectations.
- G. Outside Duties. Employee shall devote their entire time, attention, and energies to City business. The employment provided for by this Agreement will be Employee's sole employment.

## **SECTION V. – GOAL SETTING EVALUATION**

Goal Setting. In the event that Employee works for the City for more than six months, City Council and Employee agree to meet to re-examine their mutual goals, objectives and priorities.

## **SECTION VI. – PROFESSIONAL LIABILITY/INDEMNIFICATION**

In accordance with and subject to the tort claim limitations in the Oregon Tort

Claims Act and in the Oregon State Constitution, the City agrees to defend, hold harmless and indemnify Employee from and against any and all demands, claims, suits, actions and legal proceedings brought against Employee in Employee's official capacity as an employee of the City and arising out of any alleged act or omissions in performance of Employee's duties, as long as such acts or omissions occurred while acting within Employee's proper scope of authority.

## **SECTION VII. – GENERAL PROVISIONS**

- A. Amendment. This Agreement may only be amended upon mutual, signed written consent of the parties.
- B. Entire Agreement; Severability. The text and attachments herein will constitute the entire Agreement between the parties and supersedes any and all prior discussions or Agreements between the parties, if any, which are not fully expressed herein. No oral understandings are binding upon the parties. No single person has the authority to amend this Agreement. 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 will be deemed severable and will not be affected, and will remain in full force and effect.
- C. Representation. At all times, the City has been represented by the law firm of Local Government Law Group PC. Employee acknowledges that they have had, at all times, the right and the opportunity to consult with independent counsel of their choosing in regard to this Agreement.

IN WITNESS WHEREOF, the City of Halsey, Oregon, has caused this Agreement to be signed and executed on its behalf by its Mayor and Employee has signed and executed the Agreement on the date set forth below.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor Jerry Lachenbruch

\_\_\_\_\_  
Date

## EXHIBIT A



<b>JOB TITLE</b>	<b>CITY ADMINISTRATOR/RECORDER</b>
REPORTS TO (Title)	MAYOR / CITY COUNCIL
DEPARTMENT NAME	Administration

### PURPOSE

The City Administrator/Recorder (Administrator) plans, organizes and directs the operations and activities of the City. Work is performed under the general direction of Council who establishes policies and ordinances which the Administrator implements and administers. The Administrator ensures effective use of financial and human resources in the provision of City services to the public, advises and assists the City Council; and represents the City's interests with other levels and agencies of government, business interests, and the community at large.

### ESSENTIAL JOB FUNCTIONS

- Promote the mission, vision and values of the organization through effective communication techniques within the organization and in interactions with the public and other agencies.
- Manage all city services to achieve City Council priorities and goals and other strategic plan objectives within available resources.
- Administer Human Resources for the City. Supervise all city employees, including scheduling, assigning work, mentoring, coaching and training; develop work plans and review work for completion, evaluate performance and provide necessary feedback; set expectations, impose or effectively recommend necessary disciplinary action; respond to grievances and effectively make decisions regarding the hiring or termination of employees in accordance with City policies and procedures. For public works employees, personnel functions may be delegated or performed in consultation with the Lead Utilities Operator.
- The Administrator is responsible for the direct supervision of the Municipal Clerk, Assistant City Recorder, Librarian and Lead Utilities Operator. Direct supervision of other public works employees may be delegated to the Lead Utilities Operator. The Administrator works cooperatively with the City Engineer, City Planner, and City Attorney.
- Prepares the annual budget including support for Council goals, review of staff requests, anticipated organizational needs, special grant requests and other financial resources. Submits proposed budget to the Budget Committee for review and approval. Ensures publication of notices and submission of required documents to the State and the County.
- Serves as Finance Director responsible for financial planning, budgeting and accounting system control. Directs utilization of the fiscal accounting system in a manner consistent with established and accepted municipal accounting principles and practices. Prepares monthly finance reports for

the Council. Processes payroll. Responsible for current inventory of City property and for providing for proper insurance coverage. Obtains and administers grants.

- Prepares the agenda for all Council meetings. Meets with the City Council in regular and special sessions. Provides information, reports and recommendations on municipal operations and affairs. Advises council members in their deliberations on policy or legislative matters. Prepares drafts of ordinances, resolutions, policies and letters for consideration of the Council.
- Serves as Recorder and is responsible for recording and filing of city records. Responsible for maintenance of City records including deeds, easements, bonds, contracts, ordinances, resolutions, leases and other legal documents. Responsible for ensuring City complies with State records retention and public records request laws.
- Serves as Purchasing Agent, in compliance with the purchasing rules adopted by the City Council and with State law. Acts as business agent for the Council in the sale of real estate and other matters relating to franchises, leases and other major business and property transactions.
- Serves as Community Development Director, responsible for permit and planning applications, notices and planning commission meetings, reviewing land use planning applications, assisting applicants, and general maintenance of the Comprehensive Plan in conjunction with the City Planner.
- Serves as Economic Development Director, responsible for assisting local entrepreneurs and businesses to access resources and navigate City, County and State regulations. Responsible for partnering with outside agencies and organizations to bring resources and opportunities into Halsey.
- Serves as Elections Officer responsible for legal publications, notifications to County Elections Office, supervise preparation of necessary ballot measures and ordinances and properly recording results of candidates and measures elections.
- Meets with the public to provide information and assistance regarding City ordinances and policies. Receives private citizen's questions and complaints on a wide variety of issues and attempts to resolve problems to the satisfaction of all parties.
- Enforces all ordinances and sees that all terms or franchises, leases, contracts, permits, and privileges granted by the City are observed.
- Meets and confers with representatives of the Council of Governments, other Cities and Counties, State and Federal agencies, School Districts, Linn County Sheriff, League of Oregon Cities and others in the coordination of services and implementation of intergovernmental operations.
- Represents the City at the regional, state and federal levels; serves on boards and committees as approved by the Council.
- Attends meetings, seminars, workshops and conferences representing the City of Halsey as needed.

#### OTHER JOB FUNCTIONS

- Demonstrate personal, professional and organizational integrity in all relationships
- Responds promptly to requests for information from members of the Council, citizens and

outside agencies.

- Serves as the public information officer of the City.
- Attends professional training as needed.
- The Council may assign additional duties as needed at any time.

## **JOB QUALIFICATIONS**

Includes, but is not limited to, the following skills:

- Considerable knowledge of modern public administration theory, principles, and practices; working knowledge of municipal finance, land use planning, human resources, public safety, public works, land use planning, and community development;
- Skill in preparing and administering municipal budgets; skill in planning, directing, and administering municipal programs;
- Experience or demonstrated skill with municipal accounting principles and software;
- Ability to prepare and analyze comprehensive reports; ability to maintain effective and efficient municipal systems and procedures;
- Ability to effectively hire, train, evaluate, and supervise staff; ability to establish and maintain effective working relationships with employees and City officials;
- Ability to analyze complex problems and conduct necessary research to resolve them;
- Ability to write clear and concise grant proposals, reports, memoranda, policies and general correspondence;
- Ability to comprehend and interpret laws, ordinances, contracts, rules, and regulations.
- Proven demonstration of a high level of integrity and loyalty;
- Ability to communicate effectively both orally and in writing;
- Must possess a valid Oregon Driver's License or ability to obtain within an appropriate amount of time. Must be able to meet bonding requirements.

## **EDUCATION AND EXPERIENCE**

A Bachelor's degree from an accredited four-year college or university in an applicable field or three to five years of professional, municipal experience in a supervisory capacity is required. Position requires three years of personnel management, and experience leading a similar or greater size staff. Position will allow for any satisfactory combination of education, experience, and training which demonstrates the knowledge, skills, and abilities to perform the above duties. A Master's degree is preferred.

## **PHYSICAL DEMANDS OF POSITION**

While performing the duties of this position, the employee is frequently required to sit for long periods, to reach and manipulate objects, tools or controls. Must be able to stand, bend, squat, reach with hands and

arms, and occasionally climb a step ladder. Duties involve moving objects weighing up to 40 pounds. Manual dexterity and coordination are required to operate office equipment. Position requires some travel as it relates to training and conferences.

This position may be required to work evenings and weekends.

**WORKING CONDITIONS**

Typical office working conditions. The noise level is typical of most office environments.

**EQUAL OPPORTUNITY EMPLOYER**

The City of Halsey is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act (ADA), the City may provide reasonable accommodations to qualified individuals. Requests for accommodations to the position of City Administrator/Recorder should be made to the City Council. This job description does not constitute an employment contract between the City and the employee and is subject to change by the City as needs and requirements of the position change.

<i>Councilor / Mayor:</i>	<i>Employee:</i>
<i>Print:</i>	<i>Print:</i>
<i>Date:</i>	<i>Date:</i>