

ORDINANCE NO. 1586

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN EMPLOYMENT CONTRACT BETWEEN THE CITY OF CANBY AND DAVE CONNER

WHEREAS, the City of Canby currently employs Dave Conner as Services Manager at the Wastewater Treatment Plant;

WHEREAS, Dave Conner has been and continues to be in good standing with the City of Canby for 30 years;

WHEREAS, Dave Conner wants to officially retire in the Oregon PERS system as of December 31, 2022; and

WHEREAS, the City of Canby would like Dave Conner to work back as WWTP Services Manager until December 31, 2024 under current PERS rules.

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The City Administrator is hereby authorized on behalf of the City to enter into an Employment Contract Agreement with Dave Conner to continue as WWTP Services Manager for the City. A copy of the Agreement is attached hereto as Exhibit "A."

Section 2. The effective date of this Ordinance shall be December 2, 2022.

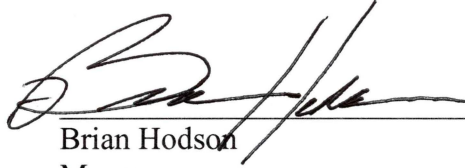
SUBMITTED to the Canby City Council and read the first time at a regular meeting therefore on Wednesday, October 19, 2022, ordered posted as required by the Canby City Charter; and scheduled for second reading on Wednesday, November 2, 2022, commencing at the hour of 7:00 PM in the Council Chambers located at 222 NE 2nd Avenue, 1st Floor Canby, Oregon.



Melissa Bisset, CMC
City Recorder

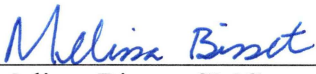
PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 2nd day of November 2022, by the following vote:

YEAS 5 NAYS 0



Brian Hodson
Mayor

ATTEST:


Melissa Bisset, CMC
City Recorder

Contract / Agreement for Employment between the City of Canby and Dave Conner

This Agreement for employment is entered into between the City of Canby, Oregon, an Oregon municipal corporation (City), and Dave Conner.

RECITALS

- A. Dave Conner is presently employed with the City as a regular, full-time Waste Water Services Manager.
- B. Dave Conner has indicated his intent to retire from employment with the City effective December 31, 2022.
- C. Dave Conner desires to return to employment with the City after retirement as a contract employee, and the City is willing to allow Dave Conner to return to employment as provided in this agreement.

AGREEMENT

Now, therefore, in consideration of the foregoing and the mutual covenants and obligations set forth in this Agreement, it is hereby agreed to as follows:

- 1. Upon his retirement from employment with the City (currently aiming to be effective December 31, 2022), the City agrees to employ Dave Conner and Dave Conner agrees to work for the City in the same position, retaining his appointment as Waste Water Services Manager, with the same duties of that position in which he was employed at the time of his retirement, and shall perform such other duties as may, from time to time, be assigned. Dave Conner will retain his current level of seniority and classification for purposes of pay and vacation accrual. No probationary period will apply.
- 2. The term of this Agreement is currently intended to be for 2 years, beginning December 31, 2022, and ending December 31, 2024; however, if Oregon laws regarding PERS retirees extend the term of eligibility for such employment, the parties will have to mutually agree to any extended period beyond December 31, 2024, in writing. During

the term of his employment, Dave Conner will serve "at will" and either party may terminate this agreement at any time. If Dave Conner resigns or the City elects to terminate this agreement, at least thirty (30) days' notice will be given to the other party. In the event of termination for cause, crime, or indictment, this notice will not apply.

3. In the event employment is terminated during such time that Dave Conner is willing and able to perform the duties under this Agreement, the City shall pay Dave Conner a lump sum cash amount equal to two (2) months aggregate base salary, including any actual cost of individual health coverage over that time. In the event Dave Conner's employment is terminated for just cause, because of an indictment for an illegal act, or convicted of a crime involving moral turpitude, the City shall have the right to terminate Dave Conner's employment and this Agreement immediately without the obligation to pay any severance pay as designated in this paragraph. Provided, that after Indictment for an illegal act, Dave Conner is acquitted of all charges or if all charges are dismissed with prejudice within six (6) months of the Indictment, the City shall pay the severance amount to Dave Conner. Severance amounts shall be paid within thirty (30) days of the date of termination, unless mutually agreed upon in writing.

4. At the commencement of his employment under this agreement, Dave Conner will receive a bi-weekly gross salary equal to his salary at the time of his retirement (and will be subject to regular withholding and payroll taxes). In addition, Dave Conner will receive the same merit increases, incentives and annual cost of living adjustments as all City of Canby, non-represented employees. Dave Conner may work a Monday through Friday schedule, a 5/8 or 4/10 forty (40) hours work week, subject to approval by the City Administrator.

5. Dave Conner will also be entitled to the following benefits:
 - a. Dave Conner will retain his current rate of accrual for any/all Administrative and Personal Leave as allowed by City Policy.
 - b. Dave Conner will start with forty (40) hours of accrued Vacation Leave and will be entitled to be paid/credited for any unused Vacation Leave upon termination of his employment. Dave Conner can use but not cash out his gifted bank of forty (40) hours of Vacation Leave until he has successfully completed one year under this contract. Otherwise, the selling back of time will be as allowed by the City's

Policy for non-represented management employees. Dave Conner will retain his current rate of accrual for any/all Vacation Leave.

- c. Dave Connor will start with eighty (80) hours of accrued Sick Leave and will be immediately entitled to use this according to City Policy without any waiting period. Dave Conner will retain his current rate of accrual for any/all Sick Leave. As a contract employee, Dave Conner will not be able to cash out or sale any unused Sick Leave.

6. The City agrees to offer Dave Conner the same coverage and pay the same premium rate/schedule portion for the City's health, dental and vision insurance, life insurance and long term disability plan as provided for regular, full-time, non-representative, management employees (as that in which he was employed at the time of his retirement).

7. The City and Dave Conner acknowledge that Dave Conner will be a retired public employee receiving benefits under the Oregon Public Employee Retirement System (PERS), and is subject to the laws, rules and regulations governing employment of PERS retirees.

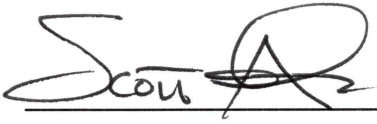
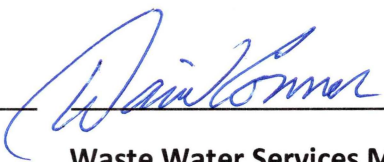
8. Dave Conner will, at all times during his employment under this agreement, meet and maintain compliance with all licensing and other standards required by the City for the position in which he is employed.

9. This is a Contract Agreement for employment under and subject to the City's Policy and Procedures, other than those exceptions noted in this Agreement, and Dave Conner is subject to those policies and procedures; to include any amendments that may occur from time to time.

10. Integration: This Agreement supersedes and incorporates all prior agreements between the parties and constitutes the entire agreement between the parties. No other agreement, promise or understanding between the parties that is not set forth herein shall be binding or enforceable.

This Contract / Agreement is effective January 1, 2023.

As representative witnesses with the City of Canby, Oregon, the following individuals have executed this Agreement:

By:  
City Administrator **Waste Water Services Manager**
Scott Archer Dave Conner

Date: 11/8/22 Date: 12-6-22

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Melissa Bisset, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 19th day of October, 2022 the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1586 was read for the first time and passed by the vote of said Council and was then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

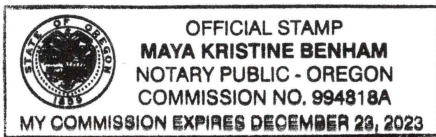
Thereafter, on the 21st day of October, 2022, I personally posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and conspicuous places continuously for the period of more than five (5) days and until the very 2nd day of November, 2022.

Melissa Bisset
Melissa Bisset, City Recorder

Subscribed and sworn to before me this 19 day of October, 2022.



Maya Kristine Benham
Notary Public for Oregon
My Commission Expires: 12/23/2023