



# City of Rockaway Beach

## City Council Workshop Agenda

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**Date:** Wednesday, October 8, 2025  
**Time:** 4:30 P.M. – 5:40 P.M.  
**Location:** Rockaway Beach City Hall, 276 HWY 101 – 2<sup>nd</sup> Floor Conference Room

**Watch live stream here:** [corb.us/live-stream](https://corb.us/live-stream)  
**View meeting later here:** [corb.us/city-council](https://corb.us/city-council)

**Join here to attend remotely:**

<https://us06web.zoom.us/j/89910750024?pwd=rm03OFqe001rwbLL7BWRucRjITQC45.1>

Meeting ID: 899 1075 0024

Passcode: 879423

Dial by your location

253 215 8782 US (Tacoma)

**What is a City Council Workshop?** Workshops are intended to allow for preliminary discussions by the City Council and staff. Workshops are held to present information to the Council so that the Council is prepared for upcoming regular meetings. Workshops are subject to Oregon's public meeting law and must be noticed accordingly. No final City Council decisions are made during workshops. The public is encouraged to attend workshops but may not participate unless expressly asked.

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*Note: Agenda item times are estimates and are subject to change.*

**1. CALL TO ORDER (4:30 p.m.)**

**2. ROLL CALL**

**3. COUNCIL BRIEFING/DISCUSSION**

- a. Preliminary Short-Term Rental (STR) Discussion – Abram Tapia, City Planner (4:31 p.m.)**
- b. Strategic Plan Progress Update (5:00 p.m.)**
- c. Review of Astound Broadband Franchise Agreement Amendments (5:20 p.m.)**
- d. Review of Proposed City Manager Contract Amendment - Charles McNeilly, Mayor (5:25 p.m.)**
- c. Other Regular Session Agenda Items Review (5:35 p.m.)**

**4. ADJOURNMENT (5:40 p.m.)**



## City of Rockaway Beach, Oregon

276 S. Highway 101, PO Box 5  
Rockaway Beach, OR 97136  
503.374.1752

### STAFF REPORT

**Date:** October 1, 2025  
**To:** City Council  
**From:** Luke Shepard, City Manager  
**Subject:** Franchise Renewal and Amendments – Astound Broadband, LLC

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### BACKGROUND

Astound Broadband, LLC (“Franchisee”) has provided telecommunications services in Rockaway Beach under a franchise agreement approved in 2015. The original agreement included a five-year term with an automatic five-year renewal unless terminated by either party. In January 2025, Astound notified the City of its intent to renew the franchise. The City and Franchisee have since negotiated amendments to address current needs and regulatory requirements.

### SUMMARY OF ORDINANCE 2025-07

The proposed ordinance will:

- **Renew the Franchise** for a new ten-year term, with a possible five-year extension if neither party provides notice of non-renewal at least six months before expiration.
- **Incorporate the Rockaway Beach Development Code Section Chapter 93** into the franchise agreement.
- **Clarify Relocation Responsibilities:** The City may require Astound to relocate its facilities at the Franchisee’s expense for public projects or improvements. If Astound fails to comply, the City may relocate the facilities and recover costs.
- **Update Insurance Requirements:** Astound must maintain comprehensive liability, professional liability, automobile, and workers’ compensation insurance, with the City named as an additional insured.
- **Strengthen Indemnification:** Astound must defend and indemnify the City against claims arising from its operations, except for claims resulting from the City’s sole negligence or willful misconduct.
- **Compliance with Laws:** Astound must comply with all applicable City, state, and federal laws, as well as future amendments to the Rockaway Beach Code.
- **Update Contact Information** for both parties.
- **Severability and Savings Clauses:** Standard legal provisions to ensure the ordinance remains effective if any part is found invalid.
- **Effective Date:** The ordinance takes effect 30 days after approval, in accordance with the City Charter.

## **RECOMMENDATION**

Staff recommends that the City Council review and adopt Ordinance 2025-07, amending and renewing the franchise with Astound Broadband, LLC. This renewal ensures continued telecommunications service, clarifies responsibilities for facility relocation, and updates insurance and indemnification provisions to protect the City's interests.

## **ATTACHMENT**

- Ordinance No. 2025-07 AN ORDINANCE AMENDING AND RENEWING A FRANCHISE WITH ASTOUND BROADBAND, LLC FOR THE OPERATION OF TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ROCKAWAY BEACH, AND STATING AN EFFECTIVE DATE

**ORDINANCE NO. 2025-07**

**AN ORDINANCE AMENDING AND RENEWING A FRANCHISE WITH ASTOUND BROADBAND, LLC FOR THE OPERATION OF TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF ROCKAWAY BEACH, AND STATING AN EFFECTIVE DATE**

**WHEREAS**, the City of Rockaway Beach has jurisdiction and regulatory management over its public rights-of-way; and

**WHEREAS**, pursuant to federal law, state statutes, and City Charter and local ordinances, the City is authorized to grant a non-exclusive franchise to occupy public rights-of-way; and

**WHEREAS**, on June 10, 2015, the City Council approved a Franchise Contract for Telecommunications Services (“Franchise Agreement”), with Astound Broadband, LLC (“Franchisee”) for a five-year term, with an automatic renewal for five years, unless either the City or Astound provided notice to terminate or renew the Existing Franchise;

**WHEREAS**, in January 2025, Franchisee provided the City notice of its intent to renew the Franchise;

**WHEREAS**, the City finds that Franchisee has the financial, legal, and technical abilities to provide continued telecommunications services, facilities, and equipment necessary to meet the future needs of the community, and otherwise meets all requirements of the City’s ordinances; and

**WHEREAS**, the City and Franchisee have negotiated and agreed to certain amendments to the Franchise as set forth below; and

**WHEREAS**, the City Council for the City deems that it is in the public interest to now renew the Franchise with Franchisee under the terms and conditions within the Franchise Agreement, attached hereto as **Exhibit A**, and as expressly amended herein.

**NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH ORDAINS AS FOLLOWS:**

**Section 1.** The foregoing recitals are approved and hereby incorporated into this Ordinance.

**Section 2.** Section 2 of the Franchise Agreement is amended by including additional language as follows:

Rockaway Beach Development Code Section Chapter 93 is incorporated into this Franchise as though it were part of it.

**Section 3.** Section 4 of the Franchise Agreement is hereby amended and restated in its entirety as follows:

**Section 4. Term and Termination.** The term of this Franchise will be for ten (10) years, commencing on the date on which the ordinance authorizing this Agreement is effective. This Franchise may be extended for one five (5) year term (“Extended Term”) if neither party provides written notice of non-renewal to the other party at least six (6) months prior to expiration of the Term. At the end of the Term, if the City and Franchisee are negotiating another franchise agreement and have not concluded their negotiations, Franchisee’s rights and responsibilities shall be controlled by this Agreement until the City grants a new franchise, and Franchisee accepts it.

**Section 4.** Section 7.4 of the Franchise Agreement is amended by including additional language as follows:

This sub-section 7.4 shall not apply to any request for relocation or removal of Facilities by the City.

**Section 5.** An additional Section 7.5 is added to the Franchise Agreement as follows:

7.5 The City may require Franchisee to relocate its Facilities. If the removal or relocation of Facilities is caused by City’s need to provide public facilities, a City project, or is otherwise requested by the City and is made for the purpose of improving a street to City standards or other improvement by a public governmental entity for the benefit of the public, Franchisee will remove or relocate its Facilities at Franchisee’s sole expense within a reasonable time after notification by the City. Franchisee shall reimburse City for the actual cost incurred as a result of any delays in City projects resulting from Franchisee’s failure to relocate Facilities in an expeditious and timely manner. City will make a reasonable effort to provide Franchisee with an alternate location for its Facilities within the Rights of Way. If Franchisee refuses to relocate its Facilities as required by this Franchise, City may cause such Facilities to be relocated, and Franchisee shall reimburse the City for its actual costs in doing so.

**Section 6.** Section 8 of the Franchise Agreement is hereby amended and restated in its entirety as follows:

Section 8. Insurance. Franchisee shall maintain in full force and effect the following liability insurance policies that protect Franchisee and the City, as well as the City’s officers, agents, and employees:

- A. Comprehensive general liability insurance with limits not less than:
  - i. Two million dollars (\$2,000,000) for bodily injury or death to each person;

- ii. Four million dollars (\$4,000,000) aggregate including collapse, explosions, underground hazards and products completed operations.
- B. Professional Liability with a limit not less than Two million dollars (\$2,000,000).
- C. Commercial automobile liability insurance for owned, non-owned and hired vehicles with a limit of three million dollars (\$3,000,000) combined single limit.
- D. Workers' compensation within statutory limits and employer's liability with limits of not less than one million dollars (\$1,000,000).
- E. Liability insurance will name as additional insured the City and its officers, agents, and employees. Additional insured coverage will be for both on-going operations and products and completed operations, on forms acceptable to the City. Coverage will be Primary and Non-Contributory. Waiver of Subrogation endorsement, in a form acceptable to the City, will be provided for general liability and worker's compensation. Franchisee shall furnish acceptable insurance certificates to City with original endorsements for each insurance policy signed by a person authorized by that insurer to bind coverage on its behalf.

Any deficiencies in limits above may be covered with an umbrella policy. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon. The insurance will be without prejudice to coverage otherwise existing. The coverage must apply as to claims between insureds on the policy. If the insurance is canceled, Franchisee will obtain a replacement policy that complies with the terms of this section and provide the City with a replacement certificate of insurance. Franchisee will maintain continuous uninterrupted coverage, in the terms and amounts required. The City may terminate this Agreement for failure to maintain the required insurance.

Franchisee will maintain on file with the City a certificate of insurance certifying the coverage required above.

**Section 7.** Section 10 of the Franchise Agreement is hereby amended and restated in its entirety as follows:

**Section 10. Indemnification.** Franchisee shall defend, indemnify, and hold the City, its officers, agents, employees and volunteers harmless against all liability, claims, losses, demands, suits, fees and judgments that may be based on or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the performance of this Agreement, or based upon violation of any statute, ordinance, regulation by Franchisee. Notwithstanding any provision hereof to the contrary, Franchisee shall not be obligated to indemnify the City for any

damages, liability, or claims resulting directly from the willful misconduct or sole negligence of the City. Franchisee agrees that it is not an agent of the City and is not entitled to indemnification and defense under OSR 30.285 or 30.287.

**Section 8.** Section 16.1 of the Franchise Agreement is deleted in its entirety. All following sections of the Franchise shall retain original numbering.

**Section 9.** Section 17 of the Franchise Agreement is deleted in its entirety. All following sections of the Franchise shall retain original numbering.

**Section 10.** Section 18 of the Franchise Agreement is hereby amended and restated in its entirety as follows:

**Section 18. Compliance with Applicable Laws.** During the Term of this Agreement, the Franchisee agrees to comply with all lawful terms and conditions of the Rockaway Beach Code, as may be amended from time to time, the provisions of which are incorporated herein as though fully set forth. Franchisee agrees to comply with any other generally applicable ordinances, codes, rules and regulations of the City and applicable provisions of state and federal law.

**Section 11.** Section 19 of the Franchise Agreement is hereby amended to substitute the contact information of the parties as follows:

City of Rockaway Beach  
Attn: Office of City Manager  
276 Hwy 101 S  
PO Box 5  
Rockaway Beach, OR 97136

Astound Broadband, LLC  
650 College Road East, Suite 3100  
Princeton, NJ 08540

**Section 12.** Severability. If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**Section 13.** Savings. Except as amended herein, all other provisions of the Franchise Agreement, attached hereto at Exhibit A and incorporated herein by this reference, shall remain in full force and effect.

**Section 14.** This Ordinance shall be in full force and effect thirty (30) days after approval, in accordance with the City Charter. The City Recorder shall forward this Ordinance to Franchisee for acceptance.

1st reading by the Rockaway Beach City Council \_\_\_\_\_.

2<sup>nd</sup> reading by the Rockaway Beach City Council \_\_\_\_\_.

Adopted and Approved by the Rockaway Beach City Council \_\_\_\_\_.

\_\_\_\_\_  
Charles McNeilly, Mayor

City Council	Yes/No
Mary McGinnis	/
Tom Martine	/
Kiley Konruff	/
Pat Ryan	/
Penny Cheek	/

Attest:

\_\_\_\_\_  
Melissa Thompson, City Recorder

#### **FRANCHISEE'S ACCEPTANCE**

Astound Broadband, LLC, Franchisee herein, hereby unconditionally accepts this Ordinance No. 2025-07, adopted and approved by the Rockaway Beach City Council on \_\_\_\_\_, 2025 (the "Franchise").

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



A FRANCHISE CONTRACT  
BY AND BETWEEN  
THE CITY OF ROCKAWAY BEACH, OREGON,  
ASTOUND BROADBAND, LLC.

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This Franchise Contract, hereafter "contract" or "Contract", is entered by and between Astound Broadband, LLC, an Washington limited liability corporation, hereafter "Astound" or "Franchisee", and the City of Rockaway Beach, Oregon, a political subdivision of the State of Oregon, hereafter "CITY", pursuant to ORS chapter 221. "Franchisee" means Franchisee and its agents, assigns, employees and/or successors. "CITY" means the political subdivision of Rockaway Beach, Oregon, its elected officials, employees, agents and assigns. CITY and Franchisee intend Franchisee to construct and/or otherwise operate a telecommunications network franchise within Rockaway Beach, Oregon. The mutual promises of each are given in exchange, and as consideration for, the promises of the other.

Astound Broadband, LLC, an Washington limited liability corporation, wishes to provide telecommunications services within the City of Rockaway Beach, Oregon; and

Astound Broadband, LLC ("Franchisee") has applied for a telecommunications franchise pursuant to local ordinances relating to telecommunications located in the public rights of way, and the City of Rockaway Beach ("City") has reviewed said application and has determined that it meets the requirements of the City's Contract subject to the terms and conditions stated herein.

CITY AND FRANCHISEE MUTUALLY COVENANT AND AGREE AS  
FOLLOWS.

Section 1. Definitions.

"Gross Revenues" means revenue received by Franchisee from its customers in the City derived from Telecommunications Services provided by Franchisee using the Telecommunications Network and as further described in Section II, excluding any taxes, access or similar governmental fees or charges. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

"Rights-of-Way" means the present and future streets, viaducts, roadways, alleys, public highways, and avenues in the City under City's jurisdiction and control, including rights-of-way held in fee, or by virtue of an easement or dedication.

"Telecommunications" means the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Network" and "Telecommunications Facilities" mean infrastructure owned by Franchisee or which Franchisee has the right to use under a third party agreement utilizing one or more facilities located within the Rights-of-Way, including, but not limited to, anchors, cables, conduit, fiber optics, laterals, lines, poles, vaults, wires, and other appurtenances, necessary or convenient to the provision of access to the Internet and Telecommunications Services.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities uses.

Section 2. Grant of Franchise. Subject at all times to applicable requirements in this contract and Franchisee's site restorative duties, the City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, and authority to erect, construct, operate, repair, and maintain in, under, upon, along, across, and over the Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals, and other necessary or convenient fixtures and equipment, for the purpose of constructing, operating, maintaining, and repairing a competitive Telecommunications Network within the City ("Franchise"). This contract does not grant Astound Broadband authority to use its facilities to provide cable services or any other non-telecommunications services.

Section 3. Franchise Not Exclusive. The Franchise shall not be construed as a limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges, and authority the same as, similar to or different from the rights, privileges, and authority herein set forth, in the Rights-of-Way, by franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges, and authority afforded Franchisee.

Section 4. Term and Termination. The term of this Franchise shall be five (5) years, commencing with the effective date of this Contract. Thereafter, this Franchise shall continue in full force and effect for an additional five (5) years unless notice is given by either party not less than ninety (90) days before expiration, of its intention to terminate or renegotiate Franchise terms. Upon termination or expiration of the Franchise, Grantee shall within one hundred and eighty days (180) remove all its facilities from the City's Rights-of-Way. Should the Grantee fail to remove its facilities within the one hundred and eighty day period (180), the City may remove them. Franchisee shall bear all costs offacilities removal and site restoration at its sole expense. The obligations in this section shall survive termination of this franchise contract.

#### Section 5. No Limitation of City Authprity.

5.1 Except as provided in Section 6, nothing in this Franchise shall in any way be construed or interpreted to prevent or limit the City from modifying or performing any work in the Rightsof-Way, granting other franchises for use of the Rights-of-Way, or adopting general ordinances regulating use of or activities in the Rights-of-Way.

5.2 In the event that any portion of Franchisee's infrastructure interferes with any present or future use the City desires to make of the Rights-of-Way, Franchisee shall upon request and at its sole expense, promptly relocate such infrastructure, and unless otherwise directed by the City, restore the area where such relocation occurs to as good a condition as existed before the work was undertaken. However, if Franchisee has relocated the same facilities at the request of the City within the prior two (2) years, then Franchisee's cost of relocation and restoration shall be paid by the City if City requested the subsequent relocation.

5.3 Except as otherwise provided by law, and subject to Section 6, nothing in this Franchise shall be construed to give Franchisee any credit or exemption from any nondiscriminatory,

generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6. Neutral Application. The City shall impose on a competitively neutral and nondiscriminatory basis similar terms and conditions upon other similarly situated providers of Telecommunications Services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

Section 7. Construction, Maintenance, and Repair of Infrastructure.

7.1 Franchisee may make excavations in the Rights-of-Way for the purpose of constructing, erecting, laying, maintaining, placing or repairing Franchisee's infrastructure, and shall repair, renew, and replace the same as reasonably possible to the condition that existed prior to such excavation. This obligation shall survive termination of this franchise contract. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees before any site-specific, construction work begins. Such work shall be done only in accordance with plans or designs submitted to and approved by the City, such plans to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations or ordinances which may now exist, during the term of this Franchise, and/or be adopted by the City, or any other governmental authority having jurisdiction over the Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

7.2 In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions. Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

7.3 Franchisee shall construct and maintain its Telecommunications Network in a manner so as to not unreasonably interfere with City's sewer or water systems or other municipal facilities.

7.4 Whenever it becomes necessary to temporarily rearrange, remove, lower or raise Franchisee's facilities for the passage of buildings, machinery or other objects, Franchisee will temporarily rearrange, remove, lower or raise its facilities as required by City. The person moving any such buildings, machinery or other objects must pay the entire actual cost to Franchisee of changing, altering, moving, removing or replacing its facilities so as to permit such passage. The person must deposit in advance with Franchisee a sum equal to the cost as estimated by Franchisee and must pay all damages and claims of any kind, direct or consequential, caused

directly or indirectly by the changing, altering, moving, removing or replacing of facilities, except damages or claims resulting from the sole negligence of Franchisee. Franchisee will be given not less than fifteen (15) days written notice by the person desiring to move a building or other object. This notice must state the route of movement of such building or other objects over and along the public rights of way and must be approved by the City. Such moving must be done as quickly as possible without unnecessary delay to limit expense and inconvenience to Franchisee.

## Section 8. Insurance.

8.1 During the term of this Franchise, Franchisee, at its own cost and expense, shall provide and maintain: (a) workers' compensation insurance at statutory limits for all its subject workers, (b) general liability insurance with a limit of not less than \$1,000,000 for each occurrence of bodily injury and \$2,000,000 combined single aggregate, and ( c ) \$1 for each occurrence for property damage, (d) \$1,000,000 for each occurrence for vehicle liability, and (e) \$1,000,000 for each occurrence for umbrella liability, which coverage shall include contractual liability coverage for the indemnity provided under this Franchise. All such insurance shall name the City, its officials, officers, employees, and agents as additional insureds with respect to Franchisee's activities pursuant to this Franchise.

8.2 Franchisee shall provide written notice to the City not less than thirty (30) days prior to cancellation or material change in coverage. If insurance coverage is canceled or materially changed, Franchisee shall prior to the effective date of such cancellation or material change, obtain the coverage required under this Section 8, and provide the City with documentation of such coverage.

8.3 Within thirty (30) days of the effective date of this Franchise and of any change in insurance coverages and/or company, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers evidencing Franchisee's insurance coverages under subsection 8.1.

## Section 9. Transfers and Change in Control.

9.1 Except as provided in subsection 9.3, Franchisee shall not sell or otherwise transfer its rights in this Franchise without the written consent of the City, such consent to not be unreasonably withheld. City here does not intend to limit in any way Franchisee's potential customers. However, City intends this Franchise be considered personal to Franchisee, except for the limited purposes otherwise provided in subsection 9.3 and subject to applicable requirements of subsection 9.2.

9.2 If Franchisee wishes to transfer its rights in this Franchise pursuant to a transfer requiring written consent of the City, then Franchisee shall give the City notice of the proposed transfer and request consent for the transfer. The City shall have sixty (60) days to act upon a request for consent to a transfer. If the City fails to render a final decision on the request within said sixty (60) days, then the consent shall be deemed given, unless Franchisee and the City agree to an extension of time. Within sixty (60) days following a transfer that required written consent of the City, Franchisee shall deliver to the City documentation evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions of this Franchise. A transfer

requiring consent of the City that is made without the written consent of the City shall render this Franchise subject to revocation.

9.3 Franchisee shall not be required to obtain consent of the City to Franchisee's use of its property or this Franchise as collateral. However, the Telecommunications Network franchised hereunder, including any portion thereof used as collateral, shall continue to be subject to the provisions of this Franchise. Franchisee shall not be required to obtain consent of the City to a sale of tangible assets of Franchisee or to a transfer of this Franchise to a Telecommunications Services company having a majority of its beneficial ownership held by Franchisee or a parent of Franchisee.

9.4 "Franchisee's use of its property" does include (a) any shared third-party fractional use of Franchisee's transmission infrastructure, e.g. band width or information transmission across cable or wire, for which Franchisee receives consideration and which consideration is included in Gross Revenue and subject to a Franchise Fee hereunder, and (b) attachment of additional infrastructure, e.g. cable, wire or wireless transmission equipment, to Franchisee's infrastructure for use by a third party.

Section 10. Indemnification. Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Franchise, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive termination of this Franchise.

## Section 11. Compensation.

11.1 Franchise Fee. In consideration of permission to use the streets and Rights-of-Way of the City for the construction, operation, and maintenance of a Telecommunications Network within the Franchise area the Franchisee shall pay to City during the term of this Franchise an amount equal to seven percent (7%) of the Franchisee's annual Gross Revenues. This is the "Franchise Fee".

11.2 Modification Resulting from Action by Law. Upon thirty days notice and in the event any law or valid rule or regulation applicable to this Franchise limits the Franchise Fee below the amount provided herein, or as subsequently modified, the Franchisee agrees to and shall pay the maximum permissible amount up to the rate in subsection 11.1 above. If such law or valid rule or regulation is later repealed or amended to allow a higher permissible amount, then Franchisee shall pay the higher amount commencing from the date of such repeal or amendment, up to the maximum allowable by law up to the rate in subsection 11.1 above.

11.3 Payment of Franchise Fees. Payments due under this provision shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due and payable no later than 45 days after such dates. Not later than the date of each payment, the Franchisee shall file with the City a written statement, in a form satisfactory to the City and signed under penalty of perjury by an officer of the Franchisee,

identifying in detail the amount of gross revenue received by the Franchisee, the computation basis and method, for the quarter for which payment is made.

11.4 The Franchise Fee includes all compensation for the use of the City's Rights-of-Way. The Franchise Fee shall not be deemed to be in lieu of or a waiver of (a) any ad valorem property tax to which the City may now or hereafter (a1) be entitled, or (a2) participate in, or (b) levy upon the property of Franchisee.

Section 12. Extension of City. Limits. Upon annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained or operated by Franchisee located within any public rights-of-ways of the annexed territory shall be subject to all of the terms of this Contract.

Section 13. Right to Inspect Records. In order to manage Franchisee's use of the Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of Franchisee's Telecommunications Network; the amount collected by Franchisee from users of Telecommunications Services provided by Franchisee via its Telecommunications Network; the character and extent of the Telecommunications Services rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise. The City agrees that such information is confidential and that the City shall use such information only for the purpose of managing the Rights-of-Way, determining Franchisee's compliance with the terms of this Franchise, and verifying the adequacy of Franchisee Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by law.

Section 14. Right to Perform Franchise Fee Audit or Review: Default. In addition to all rights granted under Section 13, the City shall have the right to have performed, a formal audit or a professional review of the Franchisee's books and records by an independent private auditor, for the sole purpose of determining the Gross Revenue of the Franchisee generated through the provision of Telecommunications Services under this Franchise and the accuracy of amounts paid as Franchise Fees to the City by the Franchisee; provided, however, that any audit or review must be commenced not later than 3 years after the date on which Franchise Fees for any period being audited or reviewed were due.

Section 15. Right to Inspect Construction. The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the Rights-of-Way.

Section 16. Limited Waiver of Sovereign Immunity: Venue.

16.1 The City may have sovereign or other immunities which might prevent or impair enforcement or enjoyment of the terms of this Franchise. Without making a general waiver, limitation or modification of such sovereign or other immunities, the City hereby expressly grants, in favor of Franchisee, a limited, non-assignable waiver of its immunities for claims arising under this Franchise, it being the intent of the parties that the waivers herein provided shall result in the terms and conditions of this Franchise being enforced in a competitively neutral manner.

Notwithstanding any applicable statute of limitations or other law, these limited waivers of sovereign immunity shall expire when all obligations under this Franchise have been fully and completely performed or the passage of twenty four (24) months from the termination of this Franchise, whichever is later.

16.2 Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the Circuit Court of the state of Oregon for Tillamook County; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Portland, Oregon, with the parties stipulating to trial in Portland, Oregon.

Section 17. Limitation of Liability. Franchisee and the City agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise, or any part hereof, is determined or declared to be invalid. This obligation shall survive termination of this franchise contract.

Section 18. Compliance with Applicable Laws. Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing the Franchisee, its officers, employees or agents, to violate any federal, state or local law, whether now in existence or hereinafter enacted, including, by way of illustration but not of limitation, any provision of Oregon anti-trust law, ORS 646.750-646.836, or the Oregon Unlawful Trade Practices Act, ORS 646.650-646.652. Nothing contained in this section shall be construed as requiring Franchisee to comply with any federal, state or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19. Notice. Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, (2) sent overnight by commercial air courier, or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as either party may specify in writing:

City of Rockaway Beach  
c/o Lars Gare, City Manager  
2310 Highway 101 N.  
Rockaway Beach, OR 97136  
Phone: (503) 355-2291  
Facsimile: (503) 355-8221

Astound Broadband, LLC  
c/o Steve Weed, CEO, and Jim Penney, EVP  
401 Kirkland Parkplace, Suite 500  
Kirkland, WA 98033  
Phone:  
Facsimile:

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

## Section 20. Default Notice Remedies.

20.1 Events of Default; Notice. Time is of the essence of this Contract and of each of its provisions. A default shall occur under any of the following circumstances: (a) Failure of Franchisee to make any payment when due; and/or (b) Failure of Franchisee to perform any

other obligations contained in this Contract within 30 days after notice from City specifying the nature of the default, or, if the default cannot be cured within 30 days, failure of Franchisee to commence and pursue curative action within such time with reasonable diligence.

20.2 NO Notice. No notice of default and no opportunity to cure shall be required if during any 12-consecutive-month period City has already sent two notice(s) to Franchisee concerning default in the performance of the same Contract provision.

20.3 Remedies on Default. Failure of Franchisee to comply with the provisions of this Contract after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, suspension or refusal to renew the Franchise. In the event of a default, City may revoke this Contract. City or Franchisee may specifically enforce the terms of this Contract by suit in law or equity. Attorney fees, costs and disbursements shall be awarded to the prevailing party by an arbitrator or judge of a court of competent jurisdiction, unless otherwise agreed.

20.4 Remedies Not Exclusive. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

20.5 3D-days to Comply or Request Hearing. After written notice from the City Council or its designee that such grounds exist, the Franchisee shall have thirty (30) days from the date of mailing of the notice in which to comply or to request a public hearing before the City Council.

20.6 Failure to Comply. If the Franchisee fails to comply after City's notice of default or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing, the City Council may suspend, modify, revoke or refuse to renew the Franchise, or make such action contingent upon continued noncompliance or other future action.

20.7 Public Hearing. At a public hearing, the Franchisee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the City Council.

20.8 Emergency Action. In the event that the City finds an immediate and serious danger to the public, it may take emergency action regarding any existing franchise under this contract without notice and/or hearing. City may provide notice to Franchisee which notice is appropriate to the emergency and City's actions or intent. However, notice and/or public hearing shall be provided by City to Franchisee as soon as practicable following City's emergency action for a public hearing for the City Council to decide to ratify, modify or rescind City's prior emergency action upon such terms as the City Council deems reasonable and necessary.

Section 21. Captions. The captions to Sections of this Franchise are intended solely to facilitate reading and reference of the Sections and provisions contained herein, and shall not affect the meaning or interpretation of any Section or provision of this Franchise.

Section 22. Severability. If any part of this Franchise becomes or is held to be invalid for any reason, the determination shall affect only the invalid portion of this Franchise. In all other respects this Franchise shall remain in full force and effect as if the invalid provision had not been part of this Franchise. This Contract supersedes all prior oral or written agreements between City and Franchisee, and their successors and assigns regarding its subject matter.

Section 23. Waiver.



23.1 The City is vested with the power and authority to reasonably regulate, and manage, the Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

23.2 No provision of this Franchise shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice, such provision shall be deemed waived.

Section 24. Effective Date. The City Council of Rockaway Beach finds the health, safety and welfare of Rockaway Beach citizens will best be served by this Contract taking immediate effect, whether by an emergency now declared or, alternatively, by its effective date retroactively applied to the date this contract is passed by this Council. The Council further finds the Franchisee has either consented to the effective date described or offered no objection

after being first duly and timely notified and given an opportunity to raise objections, if any. Therefore, the City Council hereby declares this contract shall be in full force and effect from the time of its passage and approval.

Passed by the City Council on June 10, 2015, and approved by the Mayor  
, 2015.

Acknowledgment: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO

ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

Date: 7-8-15.

City of Rockaway Beach, Oregon.

  
Joanne Aagard, Mayor


Attest: Lars Gare, City Manager

Date: June 16, 2015.

Astound Broadband, LLC

  
James A. Penney, EVP Business and Legal Affairs

Approved as to form:

  
John R. Putman,  
City Attorney 7/29/15

Approved as to form: *for Astound Broadband*

  
Attorney for Astound Broadband LLC

**EMPLOYMENT AGREEMENT  
BETWEEN THE CITY OF ROCKAWAY BEACH AND LUKE SHEPARD**

This Agreement is between the City of Rockaway Beach, an Oregon Municipal Corporation, hereinafter referred to as "City", and Luke Shepard, hereinafter referred to as "City Manager."

**RECITAL**

In consideration of the covenants and agreements herein contained and the monies to be paid hereunder, the City hereby employs Luke Shepard, and Luke Shepard hereby agrees to perform the services of the City Manager of Rockway Beach, Oregon, upon the following terms and conditions.

**TERMS OF AGREEMENT**

- 1. EMPLOYMENT:** City employs Luke Shepard as City Manager. As such he shall render full-time professional services as City Manager, the administrative head of the City government and perform those service ordinarily performed by a city manager working in the state of Oregon. City Manager shall be responsible for exercising those responsibilities of the City Manager pursuant to the City Charter, the Rockaway Beach Municipal Code, and shall be responsible for any additional duties assigned by the city council. The City Manager is expected to exercise initiative and responsibility. The City for its part agrees to support the City Manager materially and to provide the employment environment that will assist the City Manager in successfully managing the operations of the City for the benefit of its residents. The City Manager shall work full time as a manager and perform the duties, and responsibilities under the City Charter, the City Manager Position Description (attached and incorporated herein by reference), and this agreement industriously and to the highest professional and ethical standards
- 2. TERM:** City Manager shall continue employment as City Manager until this agreement is terminated or until City Manager retires.
- 3. COMPENSATION:** Effective November 18, 2022, City Manager's salary shall be \$9,498 per month, \$114,000 per annum. Compensation may be adjusted by mutual agreement. Beginning July 1, 2025, City Manager's salary shall be adjusted on an annual basis based on cost-of-living increases in the same manner as other exempt City Employees.
- 4. LONGEVITY PAY:** Beginning December of 2025, in addition to City Manager's salary and other benefits, City Manager shall receive Longevity Pay. City Manager shall receive Longevity Pay equal to five percent (5%) of City Manager's salary. Longevity pay shall be paid to the City Manager by the City on the last payroll period before Christmas.
- 5. SPECIAL PROVISIONS:** This Agreement is for professional services on a full-time basis. City Manager shall not engage an activity competitive with the City's interests or operations or assist any such activities. City will conduct an initial 180 performance review and perform annual reviews commencing December 2023 and every December thereafter.
- 6. HOURS:** City Manager is an exempt employee paid a salary for all the hours worked and shall not be paid an hourly wage. City Manager shall not be entitled to receive overtime compensation or compensatory vacation or leave time providing services to the City outside of what may be considered



to be normal hours of employment. If it is necessary for the City Manager to be away from his duties and temporarily unavailable because of vacation, illness or other absence, City Manager shall delegate a person to be responsible for exercising the authority and responsibilities of the City Manager and shall advise the City Council and/or Mayor in advance if possible. If the City Manager is away from his duties for more than four hours during normal hours, such an absence shall be attributed to either sick leave or vacation time unless approved in advance by the mayor.

**7. AGREEMENT PREVAILS:** The terms of this Agreement prevail over any inconsistent provision(s) of the City's personnel policies for exempt full-time employees. The personnel policies shall apply to the extent not inconsistent with this Agreement.

**8. BENEFITS:** City Manager shall receive the benefits listed in this section. The City's personnel policies, insurance policies, and retirement plan provide more detail concerning the benefits provided.

a. City Manager is entitled to all insurance coverage provided to all other full-time Employees of the City equal to the other City Employees. City Manager shall also receive term-life insurance coverage in the amount of fifty thousand dollars (\$50,000), as well as retirement and leave benefits as provided in the City's personnel policies. These benefits are subject to change, but currently consist of: (1) Retirement plan through PERS; (2) paid holidays; (3) vacation leave; (4) sick time; (5) term life insurance; and (6) medical, vision and dental insurance, and (7) Optional Deferred Compensation IRS 457 Retirement Plan.

b. City Manager shall be entitled to a total vacation accrued at 16.67 hours per month or 200 hours per year. Maximum vacation time accrual shall be 350 hours. City Manager shall receive vesting of zero (0) hours of vacation time and 745 hours of sick time representing the amount of sick time accrued previously with the City.

c. Attendance at professional seminars, conferences and meetings is part of the City Manager's employment, but seminars and meetings must be scheduled to avoid conflict with essential duties. City shall reimburse City Manager for properly documented reasonable and necessary expenses incidental to attendance at the approved professional seminars and meetings. Any extraordinary expenditures or prolonged absences from work associated with attendance at professional seminars and meetings must be approved in advance by the City Council. For purposes of this section, "professional meeting" includes seminars where the information relevant to City Manager's work is presented, meetings of the city manager associations and meetings and events attended by the City Manager in his status as a City official, including banquets and fundraisers of a community wide character in which he attends as a representative of the City.

d. City will pay annual dues and fees for professional, civic, service and other appropriate organizations of which City Manager is, or becomes, a member, subject to approval of the Mayor.

e. City shall reimburse City Manager for mileage on City Manager's privately-owned vehicle incurred in the course of the performance of City Manager's duties, at the rate approved by the Internal Revenue Service for deduction for tax purposes. City Manager shall maintain adequate and appropriate automobile liability insurance coverage on his personal vehicle used in performing his duties.

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f. City Manager shall receive any and all other benefits made generally available to exempt employees of City, including but not limited to medical insurance, dental insurance and vision insurance.

g. Other compensation benefits shall include payment by the City into the Public Employees Retirement System (PERS) as provided to all full-time employees. In addition, City Shall pay City Manager's portion normally paid by a City employee.

h. City shall provide City Manager with the use of a mobile (cell) telephone at City's expense for City business.

## **9. TERMINATION WITH CAUSE:**

### **A. CITY MAY TERMINATE CITY MANAGER'S EMPLOYMENT FOR:**

a. Failure to comply with city ordinances, resolutions and direction of City Council, whether intentional or negligent. Intentional failure to comply includes failure to correct unintentional failures within 10 days' notice from City Council regarding the problem.

b. Intentional deceit, fraud, misrepresentation or perjury, whether or not under oath to the City Council relating to a matter of City business.

c. Conviction of a crime whether a felony or a misdemeanor involving abuse of alcohol, delivery or manufacture of an illegal and/or controlled substance, dishonesty, fraud, misrepresentation, or perjury whether or not under oath.

d. Intentional failure to comply with the requirements of law in the conduct of City business.

e. Material violation of ethical rules applicable to government officials.

f. Other misconduct, whether off or on the job, that reflects on City Manager's ability to function as City Manager or that seriously damages the City's image or reputation. In case of termination for cause, City shall have no further obligation under this agreement and shall have no obligation to pay any form of severance compensation, notwithstanding any other term or provision of this agreement or any existing employment policy. City Manager may retain or continue to participate in the life, health or other insurance provided for hereunder at City Manager's expense, to the extent provided by City policies, insurance policies or applicable law permits continued participation.

### **B. THE FOLLOWING PROCESS SHALL BE FOLLOWED IN FOR-CAUSE TERMINATION:**

a. The City Council shall provide City Manager with advance written notice of the intended termination and the reason for the intended termination. The notice shall be provided to the City Manager in person and shall inform him of the right to a hearing and specify the time (at least 5 working days) within



which the hearing must be requested. The City Manager shall be suspended with pay during the notice period, but shall cooperate in conveying information to any "interim city manager."

b. If timely requested, a hearing will be held by the City Council before a decision of termination is made. The City Council will consider any evidence provided by City Manager and any other evidence the City Council wishes to reply upon in making its final decision. The City Council will issue a written decision after the hearing. Unless prohibited by law, the hearing shall be in executive session if requested by the City Manager.

**10. TERMINATION WITHOUT CAUSE:** The City Council may, in the exercise of total discretion and without cause, terminate City Manager's employment at any time. If the City Manager is terminated without cause, the following provisions apply:

a. In recognition of the difficulty in obtaining employment following termination and that the City Manager is relinquishing his employment rights as the City Records/Chief Financial Officer, the City shall pay the City Manager severance pay for a period of six (6) months following termination and shall continue to provide all insurance benefits on the same basis as for exempt employees.

b. In the event of a termination without cause, City Manager and City Council agree that proceedings of any executive session pertaining thereto shall not be publicly or privately disclosed to anyone not in attendance at said executive session, in accordance with Oregon Law. Further, the City Manager and City Council shall make no public statements either verbal or written damaging the reputation of either the City Manager or the City.

**11. RESIGNATION:** City Manager shall give the City Council as much written notice as reasonably possible under the circumstances of his intended resignation to allow the City adequate time to find a replacement.

a. The City requests that City Manager provide City Council with 90 days written notice of intended retirement but accepts that notice may be less than 90 days.

**12. TRANSITION:** If this agreement is terminated for any reason, City may request that the City Manager be available to assist with the transition. City Manager is expected to cooperate with the City regarding litigation concerning matters that she had responsibility for while employed by the City.

**13. BONDING:** City Manager agrees, if required by law or requested by City, that City Manager will apply for and obtain an appropriate fidelity or other bond. City shall bear the premium costs of any such bond.

**14. AMENDMENT:** This agreement may be amended by mutual written agreement of the parties.

**15. SEVERABILITY:** The provisions of this agreement shall be severable. The invalidity or unenforceability of any particular provision of this agreement shall not affect its other provisions, and this agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

**16. INDEMNIFICATION:** The City shall hold City Manager harmless from all causes of action that may arise from and during the course of his employment while acting on behalf of the City.

**17. MISCELLANEOUS:**

a. This agreement supersedes all prior oral or written agreements between City and City Manager on the matters listed herein only. It represents the entire agreement of the parties. Where a clause is declared by a court to be void or voidable, the remaining clauses shall retain their full force and effect.

b. Failure to enforce any provision of this agreement shall not be a continuing waiver of that provision, any other provision or the whole agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned except upon written consent signed by both parties.

c. City and City Manager agree to submit any dispute concerning this agreement first to mediation before any other dispute resolution process. Mediation shall occur within sixty (60) days of notice by the party requesting mediation to the other. Each party shall be responsible for their own attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation.

d. This agreement is executed in Oregon and shall at all times be subject to Oregon law and jurisdiction. Venue shall be in the County of Tillamook, State of Oregon, unless otherwise mutually agreed or by order of a court or arbitrator.

WHEREFORE, the parties have entered into this agreement the date set forth in their signature acknowledgements.

Executed and signed this 23 day of November 2022.



Luke Shepard, City Manager

Date 11/23/22



Susan J. Wilson, Mayor

Date 11/23/22

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## **CITY OF ROCKAWAY BEACH CITY MANAGER**

**Job Title: City Manager FTE: 1.0 Department: Administration Reports to: City Council FLSA Status: Exempt Date Developed: July 14, 2006 Date Revised: January 2, 2018**

**HOURS OF WORK:** Normally 40 hours per week; occasionally more hours depending on the needs of the City; occasional evening meetings; occasional weekend events.

### **Purpose of Position**

The City Manager is the Chief Administrative Officer (CAO) of the City of Rockaway Beach. As CAO, the City Manager plans and directs the activities of all City departments through subordinate department managers and others in accordance with policies determined by the City Council. Performs the various duties outlined in the Rockaway Beach City Charter and acts as the City Budget Officer. This position is appointed by and serves at the pleasure of the Mayor and City Council and is responsible to the Mayor and City Council. For purposes of this document the Mayor is included as City Council.

**Essential Duties and Responsibilities:** This position provides management of City resources through the following duties. The duties are listed in no particular order of importance.

**City Council:** Perform duties as directed by the City Council to include: Provide professional advice to the City Council; Attend all meetings of the City Council unless excused by the Mayor; Develops and reinforces with City Council organizational goals set by the Council; Keep the Mayor and Council informed of the affairs of the City, needs and issues by collecting, analyzing, summarizing and reporting information on the issues; Preparing monthly and annual reports regarding the affairs and departments of the City; Prepare and submit to Council recommendations relative to all matters requiring Council action, placing before Council such facts, information and reports as are available to ensure the making of informed decisions; Be accessible to Council; respond to requests and answer questions from Councilors in a timely manner; Other duties as directed by the Council as a whole, and other duties that may be prescribed in the City Charter, or required by state, federal, and/or local laws.

**Fiscal Management:** Prepare and submit the annual budget and budget message to the Budget Committee in a timely manner; Oversee and manage the financial affairs of the City in a sound manner, assuring potential sources of revenue are identified and analyzed with appropriate recommendations to Council, and that the City's expenses are consistent with the Council's objectives and direction; Review and approve departmental needs and estimates; transmit budget documents to City Council for review and approval. Oversee the administration of the approved budget and monitor overall expenditures to ensure compliance with the approved budget; Develop and recommend fiscal policies for City operations; Provide oversight on budget implementation (scheduling expenditures, analyzing variances, anticipate short and long-term issues and initiate corrective actions to control budget management); Provide supervision to department managers to assure operations within their areas of assigned responsibility are performed within budget; Oversee grant proposals, process, administration, and final products including timely reporting and response to grantor's requests and correspondence.



**Community Relations:** Ensures efficiency and effectiveness in delivery of services to all customers; Identify and anticipate community service needs; Represent the City before the public and maintain, through cooperative leadership, both within and outside the City, a program of publicity and public relations to keep the public informed of the activities, needs and accomplishments; Meet with private citizens and interest groups seeking information or bringing complaints and attempts to resolve problems tactfully and fairly; Work with various citizen and business groups to encourage and develop economic opportunities. Attend meetings and represent the City in various organizations and groups. Explain City issues and projects and encourage citizen participation and support; Performs strategic planning on various committees and boards as assigned by the Council; Accessible to the public; Shows self-control with public and in difficult situations; Liaison between Council and various service users, regulatory agencies, the public, media and others.

**Decision Making:** Recommend programs and services according to the changing needs of the City; Analyzing the need and prepare in draft for such ordinances and policies that may be deemed necessary or desirable for the health, welfare, and safety of the City or for the improvement of services and make appropriate recommendations to the Council for adoption.

**Operational/Charter Responsibilities:**

Evaluate those employees for whom the Manager has responsibility and perform this duty in a timely manner and oversees completion of annual performance evaluations; Oversees the preparation and implementation of all City operating procedures; Produces positive city staff results by coaching, counseling, motivating, and disciplining employees; Ensures that all ordinances are administered fairly and that all provisions of all franchises, leases, contracts, permits, and privileges granted by the City are fulfilled; Supervise the operation of all city departmental activities, execution of the budget and implementation of policy as established by the City Council; Provide city staff at appropriate staffing levels; Hire, discipline, and discharge; Represent the City at the regional, state and federal levels; serving on boards and committees as appropriate; Plans and organizes workloads and staff assignments; Confer with department managers and other staff on varied operating and administrative problems, review departmental plans, programs, and procedures, and suggest new innovations or methods to improve the standard of service provided by the City. Assess community needs and develop policy options for Council consideration; Coordinates projects with other governmental agencies.

**Personal Traits:** Providing leadership and direction in developing short and long-term plans and programs and preparing support documentation to meet the operational needs; Promotes the flow of communication inside and outside the organization; Promotes and encourages a healthy staff environment by motivating, empowering, supporting, and considering staff input to implement team decisions; Oversees and encourages the professional development of employees; Provides oversight to assure compliant and effective use of budgeted funds, personnel, materials, facilities, and time; Set an example of loyalty and integrity to Councilors; Maintain knowledge of governmental trends, proposed and adopted municipal, state, and federal legislation and their effects on the City's operations and recommended appropriate action to the Council; Maintains professional and technical knowledge by attending educational workshops, conferences, and participating in professional organizations.

**DESIRED MINIMUM QUALIFICATIONS**

Education and Experience:

Graduation from an accredited four-year college or university with a degree, advanced degree in public administration desired by not necessary, and a minimum of five (5) years of progressively responsible municipal or public administration work.

**Necessary Knowledge, Skills and Abilities:**

(A) Considerable knowledge of modern public administration theory, principles, and practices; working knowledge of municipal finance, land use planning, human resources, public safety, public works, and community development; (B) Skill in preparing and administering municipal budgets; skill in planning, directing, and administering municipal programs; skill in operating the listed tools and equipment; (C) Ability to prepare and analyze comprehensive reports; ability to maintain efficient and effective 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; (D) Ability to communicate effectively orally and in writing.

**SPECIAL REQUIREMENTS**

A valid state driver's license or ability to obtain one within 3 months. Must be bondable.

**TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, internet and email, and spreadsheet software; 10key calculator; phone; copy machine; fax machine.

**PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hand to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. Noise levels at public appearances may differ.

**SELECTION GUIDELINES**

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. A pre-employment drug screen is required.

Revised: January 2, 2018