



City of Union

Agenda

City Council Special Meeting

Saturday, December 13, 2025 @ 11:00 AM

Leonard Almquist Council Chambers, 342 S. Main St,
Union, OR 97883

For More Information, Please Contact Celeste Tate, City Administrator at 541-562-5197

Zoom Information

Join Zoom Meeting

<https://us06web.zoom.us/j/9315921644?pwd=VW50QUVkbV2dwUzF6eW5nYTZGcmVjZz09>

Meeting ID: 931 592 1644

Passcode: 760310

Dial by your location

• +1 253 215 8782 US (Tacoma)

Page

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL:**

Mayor:

Hawkins

Councilors:

Cox, Middleton, Seale, Black, George
and Boyer-Davis

2. **NEW BUSINESS:**

Public comment is welcome on each subject addressed on the agenda under the public comment rules stated below.

Public comment rules:

All public comment is subject to 3 minutes per individual and time may be cut short by the Mayor if the information addressing the Council becomes redundant. All persons addressing the Council must speak at the lectern and prior to speaking must state their name and address.

2.1. City Administrator Recruitment

2.2. City Administrator's Contract

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[City Administrator Contract](#)

2.3. City Administrator Job Description

10 - 15

[Admin-Recorder Job Description 2023](#)

2.4. City Administrator - Interim

3. **ADJOURNMENT:**

Employment Agreement

This Employment Agreement is made and entered into this seventh day of December, 2023, by and between the City of Union, a municipal corporation, ("City") and Celeste Tate, ("Employee").

Section 1: Term and Employment

A. The term of this Agreement shall begin on January 8, 2024 and shall continue in effect until January 8, 2026 or terminated by either party as provided for in Section 9.

B. The Employee shall serve at the will of City. In the event that Employee is terminated, as defined in Section 9 of this Agreement, Employee shall be paid for all salary and benefits accrued through the date of termination and, if applicable, all severance as set forth in Section 10 of this Agreement.

Section 2: Duties and Authority

City hereby agrees to employ Employee as City Administrator/Recorder of the City of Union, Union County, Oregon, to perform the functions and duties specified in the Charter, the ordinances, and the resolutions of City, and as required by state and federal law to perform other legally permissible and proper duties and functions as City shall, from time to time, assign. Employee may not assign or transfer to any other person, firm, or corporation, any of Employee's obligations under this Agreement, without the prior written consent of City.

Section 3: Compensation

A. Base Salary: City agrees to pay Employee an annual base salary of \$90,000.00 payable in installments at the same time that the other employees of City are paid, subject to a discretionary increase of 3% in the second year of the contract, as determined to be appropriate by Council in light of the outcome of performance reviews.

B. City agrees to pay \$40.00 per month, paid twice per year, to Employee for contribution to Employee's cellular phone costs. Employee acknowledges that use of Employee's personal cell phone for City business requires compliance with State and federal open public records, and records retention and management policies of City.

Section 4: Health Insurance Benefits

A. City agrees to provide and to pay the premiums for health insurance for Employee and their dependents in the same manner as and equal to that which is provided to all other employees of the City of Union.

B. City agrees to make required premium payments for Workers Compensation Insurance and long-term disability insurance for Employee in the same manner as for all other employees of

the City of Union.

C. City agrees to reimburse Employee for the cost of health insurance during the time frame from Employee's employment start date and the date Employee qualifies for City-provided health insurance, not to exceed \$ 2,100.00.

Section 5: Vacation, Sick, and Administrative Leave

A. Employee is entitled to accrue all unused vacation and sick leave subject to the same limitations as other employees of the City of Union, and in the event Employee's employment is terminated, either voluntarily or involuntarily, Employee shall be compensated for all accrued vacation time, paid holidays, and unused administrative leave to the date of termination.

B. Employee shall each month be credited with 15 days of administrative leave per calendar year, which cannot be carried over if not used in the year in which they are earned and will be subject to cash out at the rate of 1.25 days per month of actual employment in the year of separation from service.

Section 6: Automobile

Employee shall furnish their own transportation for business purposes for travel outside Union County. The cost of such transportation shall be borne by Employee, and City shall reimburse Employee at the IRS standard mileage rate for any business use of their vehicle.

Employee should use City-owned vehicles for in-County travel.

Section 7: Retirement

City agrees to make all the appropriate contributions on Employee's behalf, for both City and Employee, into the current retirement system utilized by the City.

Section 8: General Business Expenses

A. City agrees to pay for professional dues and subscriptions of Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, and for the good of Employer.

B. City agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the League of Oregon Cities Annual Conference, and such other functions of national, regional, state, and local governmental groups and committees in which Employee serves as a member. Attendance at out of state meetings, conferences, and other such functions shall be approved in writing by the City Council in advance of any such travel.

C. City also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of Employer, as approved in advance in writing.

Section 9: Suspension, Resignation and Termination

A. City may administratively suspend Employee with full pay and benefits at any time during the term of this Agreement.

B. In the event that Employee voluntarily resigns their position with the City, Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise. Employee may not use accrued vacation time during the 60-day notice period.

City, in its sole discretion, may place Employee on paid administrative leave during the period from the notice and effective date of resignation. During this time frame, Employee shall be available to assist with City business activities related to Employee's employment.

For the purpose of this agreement, termination shall occur when:

1. The majority of the Council, as defined in the City of Union Charter, votes to terminate Employee at a duly authorized public meeting. The effective date of termination shall be not less than 60 days from the date of notice to Employee.
2. If City reduces the base salary, compensation or any other financial benefit of Employee, unless it is applied in no greater percentage than the average reduction of all other employees, such action shall constitute a breach of this agreement and will be regarded as a termination.
3. If Employee resigns following an offer or suggestion by City, whether formal or informal, to accept resignation and such offer or suggestion is represented as being the will of the majority of the Council that the Employee resign, then the Employee may declare a termination as of the date of the offer or suggestion.
4. Breach of contract may be declared by either party with a thirty (30) day cure period for either Employee or City. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20, provided, however, a material breach of the contract by the employee which Employee fails to cure within the thirty (30) day period shall not be a termination for which severance pay shall be paid.

C. City may terminate Employee without cause during the first six months of this contract (the "probationary period") or thereafter for cause as a result of violation of any of City's policies or

directives, because of illegal action involving personal gain, or crimes of moral turpitude. Employee shall receive notice of any charges against them and possible sanctions being considered. Employee shall also be advised of the date and time when City will consider charges and possible sanction. Employee will be afforded an opportunity to refute the charges, either orally or in writing, before the Council, and to have representation of their choice at the hearing. Available options to City other than termination include oral or written reprimand and suspension with pay. In addition to the above, grounds for removal include:

1. Incompetence, inefficiency or inattention to or dereliction of duty.
2. Dishonesty, intemperance, addiction to drugs or controlled substances, immoral conduct, insubordination or discourteous treatment of the public or fellow employees.
3. Any other willful failure of good conduct tending to injure the public service.
4. Neglect of duty and excessive absence.

No benefits as set forth in Section 10 shall apply in the event Employee is terminated for cause.

Section 10: Severance

- A. Severance shall be paid to Employee when employment is terminated as defined in Section 9(B).
- B. City shall provide a minimum severance payment equal to three (3) months' salary at the current rate of pay, including the cost of health insurance. This severance shall be paid as a lump sum, unless otherwise agreed to by City and Employee and will be paid within 30 days of termination.
- C. Employee shall also be compensated for all accrued vacation time, paid holidays, and unused administrative leave.

Section 11: Performance Evaluation

- A. During the first year of this contract, the Employee shall receive a performance review between the first six (6) to eight (8) months.
- B. Thereafter the City Council shall formally review and evaluate the performance of Employee annually. Said review and evaluation shall be in accordance with specific criteria developed by the City. Said criteria may be added to or deleted from as the City Council may, from time to time, determine. Further, the Mayor shall provide Employee with a written summary statement of the findings of the Council and provide an adequate opportunity for Employee to discuss their evaluation with the Council.
- C. In effecting the provisions of this section, the Council and Employee mutually agree to abide

by the provisions of the applicable City of Union Charter, ordinances, resolutions, rules and federal and state law.

D. Nothing in this provision prohibits the City Council from performing informal reviews and evaluations as they deem appropriate.

Section 12: Hours of Work and Outside Activities

The employment provided for by this Agreement shall be Employee's sole and primary employment, with the exception of activities related to Employee's spouse's business that will not otherwise interfere with Employee's obligations to City. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to City and the community, Employee may elect to accept limited teaching, consulting or other business opportunities with the approval of City and the understanding that such arrangements shall not constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

Employee shall devote Employee's entire time, attention and energies to City's business and performing their duties as City Administrator. As City Administrator, Employee is the Chief Executive Officer of City and operates in accordance with the policies as set forth by City Charter and ordinances. During the term of this Agreement, Employee shall not be engaged in any business activities which interfere with their current duties or accept remuneration from other sources, except as approved by the City. It is expected that Employee, as the City's Chief Executive Officer shall devote a minimum 40 hours per week to Employee's duties to the extent that such time frame permits Employee to complete Employee's reasonable obligations under this contract. If additional time is needed to complete Employee's workload or as a result of emergency needs, Employee acknowledges that on occasion they will be required to devote more than 40 hours per week. Under no circumstances, save illness and vacation, shall Employee devote less than 40 hours per week to the business of running the City. The hours shall be reviewed by the City Council. Employee may regulate Employee's own hours in accordance with instructions of City in fulfillment of their duties.

Section 13: Residency

Employee shall maintain their residence within 35 miles of the corporate limits of the City of Union. City shall have the sole right to approve any exception to this requirement. Failure of Employee to observe this requirement is grounds for termination. Such termination is not subject to the payment of severance as provided for in Section 10 of this Agreement.

Section 14: Indemnification

Beyond that required under Federal, State or local Law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal

action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator or resulting from Employee's exercise of judgment or discretion in connection with the performance of their duties or responsibilities, unless the act or omission involved willful or wanton conduct. Employee may request and City shall not unreasonably refuse to provide independent legal representation at City's expense. Legal representation, provided by City for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. City shall indemnify Employee against any including any appeals brought by either party. City shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of their duties, unless the claim, action, suit or proceeding arises as a result of willful or wanton conduct. Any settlement of any claim must be made with prior approval of City in order for indemnification, as provided in this Section, to be available.

Section 15: Bonding

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

Section 16: Confidentiality

A. Employee recognizes that City has and will have future plans, business affairs, employment, legal, and litigation matters, and other proprietary information that are valuable, special and unique assets of City and need to be protected from improper disclosure, and are not otherwise subject to Open Public Records requirements of ORS 192 et seq. Employee agrees not to, at any time or in any manner, either directly or indirectly, use any such information for their own benefit, or divulge in any manner to any third party without the prior written consent of City. Employee will protect the information as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

B. If it appears that Employee has disclosed (or has threatened to disclose) information in violation of this Agreement, City shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. City shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

C. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

Section 17: Other Terms and Conditions of Employment

- A. City may, upon agreement with Employee, fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Union Charter or any other law.
- B. Except as otherwise provided in this Agreement, Employee shall be entitled to the same level of benefits that are enjoyed by other employees as provided in the City of Union Charter, Code of Union, City of Union Personnel Rules and Regulations or by practice.
- C. Except as otherwise provided in Agreement, Employee is bound by the City of Union Personnel Rules and Regulations (Employee Manual).

Section 18: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Mayor and Council
City of Union
PO Box 529
Union, OR 97883

(2) EMPLOYEE: Celeste Tate
PO Box 1113
Elgin, OR 97827

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 19: General Provisions

- A. Integration. This Agreement sets forth and establishes the entire understanding between City and Employee relating to the employment of Employee by Employer. Any prior agreements, discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of this Agreement. Such amendments shall be incorporated into and made a part of this Agreement.
- B. Binding Effect. This Agreement shall be binding on City and Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

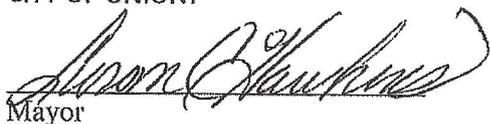
C. Effective Date. This Agreement shall become effective on January 8, 2024.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Attorney's Fees. In the event of any litigation or other proceedings brought to enforce or interpret this Agreement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed in its behalf by its Mayor and Employee has signed and executed this Agreement, both in duplicate, the day and year first above-written.

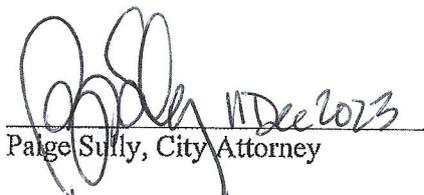
CITY OF UNION:


Mayor

EMPLOYEE:


Celeste Tate

APPROVED AS TO FORM & CONTENT:


Paige Sully, City Attorney

12/7/23
Date

CITY OF UNION - CITY ADMINISTRATOR JOB DESCRIPTION
July 2023

ORGANIZATION/LOCATION: City of Union, Oregon

DEPARTMENT: Administration

JOB TITLE: City Administrator

PUPOSE OF POSITION:

As the chief administrative officer for the City of Union, plan and direct the activities of assigned City departments, either directly or through subordinate supervisors.

ESSENTIAL JOB FUNCTIONS:

Provide administrative direction to City of Union employees, directly or through subordinate department heads. Ensure satisfactory resolution of personnel issues. Review and approve hiring, discipline, and termination recommendations. Serve as the City of Union personnel officer.

Manage and coordinate projects/programs to accomplish goals and objectives of the City of Union Council. Confer with department heads and others on various operating and administrative problems, review departmental plans and programs, and suggest new innovative/methods to improve the service standards provided by the City of Union. Prepare grant applications and administer grants received, keeping complete records and accounting.

Serve as the City of Union planning director. Review building permits, meet with developers and others for pre-application conferences and coordinate notices and reports. Prepare staff reports for the City of Union planning commission and make appropriate recommendations as necessary.

Serve as the City of Union budget officer. Supervise and prepare the annual budget. Review and approve departmental needs and estimates. Prepare, present, and explain the budget document to city of Union budget committee and Council for review and approval. Administer the approved budget and monitor revenue and expenditures to ensure compliance with City of Union and Oregon budget laws.

Oversee all City of Union real and personal property. Act as business agent of the City of Union Council for the sale of real estate and other matters relating to franchises and leases. Maintain adequate inventory records for personal and real property owned by the City of Union. Advise the Mayor and Council concerning new machinery, equipment, supplies or service procurement that can be obtained most advantageous to the City of Union.

Meet with the public seeking information or making complaints and attempt to dispose of these matters to the advantage of all parties concerned.

Meet with the City Council at special and regular meetings. Provide information and reports covering various aspects of the city operations. Advise Council members in their deliberations on policy and/or legislative matters and can receive direction. Prepare and provide reports, resolutions, and ordinances for Council information and/or action.

Work with various citizens and business groups to encourage and develop economic opportunities. Attend meetings and represent the city in various organizations and groups. Attendance at city wide events and assist with planning of such events. Explain city issues and projects and encourage citizen participation and support. Respond to citizen inquiries and resolve complaints or refer to the appropriate department as necessary. Follow through to ensure satisfactory resolution of citizen inquiry.

Interpret and apply codes, ordinances, personnel policies, and procedures. Ability to understand and adapt a working knowledge of municipal infrastructure and practices while overseeing public works to include, streets, water, and wastewater.

Maintain cooperative working relationships with elected officials, city staff, other organizations, and the public.

Follow all safety rules and procedures for work areas. Ensure all employees comply.

AUXILLARY JOB FUNCTIONS:

Maintain knowledge and proficiency by attending training and meetings, reading materials, and meetings with others in areas of responsibility. Maintain work areas in clean and orderly manner.

JOB QUALIFICATION REQUIREMENTS:

MINIMUM REQUIREMENTS:

- Public communication skills.
- Oregon driver's license or ability to obtain within 6 months of employment.
- Highschool diploma or equivalent.
- Knowledge of government organization, powers, functions, and relationships with other governmental jurisdictions.
- Knowledge of budgeting, planning practices, community development, finance, and personnel management.
- Mid-level management experience.

PREFERRED REQUIREMENTS:

- Bachelor's degree in business, public administration, or related field.
OR
3 years of government relations and management experience with increasing responsibility.
- Previous experience as a City Administrator/Manager with a city of comparable size.

PHYSICAL DEMANDS OF POSITION:

While performing the duties of this position, the employee is required to sit, stand, bend, kneel, stoop, communicate, reach, and manipulate objects. The position requires mobility. Duties involve moving materials weighing up to 10 pounds on a regular basis such as files, books, office equipment, etc., and may infrequently require moving materials weighing up to 40 pounds. Manual dexterity and coordination are required less than 50% of the work period while operating equipment such as computer keyboard, calculator, and standard office equipment.

WORKING CONDITIONS:

Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises.

SUPERVISORY RESPONSIBILITIES:

Responsible for over 6 seldom over 15 FTE.

SUPERVISION RECEIVED:

Works under the general direction of the Mayor and City Council.

THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BY THE POSITION, BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK, WHICH MAY BE SIMILAR, RELATED TO, OR A LOGICAL ASSIGNMENT FOR THE POSITION.

CITY OF UNION- CITY RECORDER JOB DESCRIPTION
July 2023

ORGANIZATION/LOCATION: City of Union, Oregon

DEPARTMENT: Administration

JOB TITLE: City Recorder

PUPOSE OF POSITION:

Plan, organize and perform work related to the financial and accounting systems, and maintenance of official records for the City. Perform a wide variety of duties to support the Mayor and City Council. Ensure official records of the city are maintained in compliance with established state and local laws. Act as the city election's officer.

ESSENTIAL JOB FUNCTIONS:

Maintain adequate financial management system records in a manner consistent with established and accepted municipal accounting principles and practices. Provide adequate revenue, expenditure, and statistical data for management purposes to meet statutory and local requirements. Provide financial analysis and statements as requested by the City Administrator, Council and/or Mayor. Participate in the annual city audit and respond to/fix audit findings.

Maintain adequate cash-flow for all city operations to meet operational needs. Invest surplus funds in investment instruments appropriate for public funds. Compile the annual consolidated city budget. Ensure all budget notification requirements are met.

Prepare journal entries to correct general ledger errors. Reconcile accounts of subsidiary records in relation to general ledger control accounts. Research transactions to determine reasons for non-reconciliation and make necessary corrections.

Prepare various reports as scheduled or requested (revenue and expenditure forecasts, worker's compensation, CR-S00's, insurance renewals, rural development, financial census, grants, etc).

Ensure all legal documents of the city are maintained for permanency as required by Federal, State, and local archival laws. Ensure proper maintenance of all city records, including filing, retention, and destruction.

Answer telephone calls and greet visitors. Respond to inquiries and provide information, direct to appropriate personnel, or take messages. Provide information to the public regarding a variety of department services and procedures or refer to appropriate staff. Aid and provide pertinent information to the public, in completing and processing forms.

Maintain public relations on behalf of departments when meeting with public, business representatives and other public agencies.

Process and sign official documents of the city. Prepare and distribute Council information packets. Attend, record and maintain minutes of Council, planning and budget meetings. Ensure minutes of meeting for review by others. Set up Council meeting areas.

Maintain cooperative working relationships with city staff, other organizations, and the public.

Follow all safety rules and procedures for work areas.

AUXILIARY JOB FUNCTIONS:

Assist other personnel as workload and staffing levels dictate. Maintain knowledge and proficiency by attending trainings, meetings, reading materials, and meeting with others in areas of responsibility. Maintain work areas in a clean and orderly manner.

JOB QUALIFICATION REQUIREMENTS:

MINIMUM REQUIREMENTS:

- Ability to possess a Notary Public.
- Ability to be bonded.
- Oregon driver's license or ability to obtain within 6 months of employment.
- Knowledge of general accounting and budgeting.
- Understanding of public meetings laws and records retention.
- Knowledge of word processing, spreadsheet, and database applications software.
- Highschool diploma or equivalent.
- Basic budget and accounting skills.

PREFERRED REQUIREMENTS:

- Previous experience as a City Recorder.
- 2 years of experience demonstrating the working knowledge of essential job functions described above.

PHYSICAL DEMANDS OF POSITION:

While performing the duties of this position, the employee is frequently required to sit, stand, communicate, reach, and manipulate objects, tools, or controls. The position requires mobility. Duties involve moving materials weighing up to 10 pounds on a regular basis and may infrequently require moving materials weighing up to 40 pounds. Manual dexterity and coordination are required over 50% of the work period while operating equipment such as computer keyboard, calculator, and standard office equipment.

WORKING CONDITIONS:

Usual office working conditions. The noise level in the work area is typical of most office environments with telephones, personal interruptions, and background noises.

SUPERVISORY RESPONSIBILITIES:

Supervision is not a typical function assigned to this position. May provide training and orientation to newly assigned personnel on department policies and practices.

SUPERVISION RECEIVED:

Works under the general supervision of the City Administrator.

THIS DESCRIPTION COVERS THE MOST SIGNIFICANT ESSENTIAL AND AUXILIARY DUTIES PERFORMED BY THE POSITION, BUT DOES NOT INCLUDE OTHER OCCASIONAL WORK, WHICH MAY BE SIMILAR, RELATED TO, OR A LOGICAL ASSIGNMENT FOR THE POSITION.