

1. 10:00 A.M. Agenda

Documents:

[2023-05-23 City Council Regular Meeting Agenda.pdf](#)

2. Meeting Material

Documents:

[Sant Resume Redacted.pdf](#)

[Possible Interim City Manager Interview Questions.pdf](#)

[Draft Interim City Manager Employment Agreement Yachats 2023.Pdf](#)



**CITY OF YACHATS  
CITY COUNCIL REGULAR MEETING & PUBLIC HEARING  
MAY 23, 2023, at 10:00AM  
To Be Held In-Person & Via Zoom**

City of Yachats is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/85169599501>

Meeting ID: 851 6959 9501

One tap mobile

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**Special City Council Meeting**

- I. Announcements and Correspondence
- II. Public Comment - limited to items not on the agenda  
(5-minute limitation per person)
- III. New Business
  - a. Interim City Manager Interview
- IV. Other Business
  - a. From the Mayor
  - b. From Council
  - c. From Staff

*The Yachats City Council meetings are open to the public and interested citizens are invited to attend via Zoom. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. The meeting are accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. Sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance. POSTED 5/19/23 By: Kimmie Jackson Deputy City Recorder*

## RICK SANT

Yachats 97498

### PROFESSIONAL EXPERIENCE

SANT OPERATIONS GROUP, Yachats, OR  
**Founder and Owner, 2016 – present**

Working with various organizations is a broad range of industries, helping them to pinpoint process opportunities and potential revenue streams.

THE ORANGE COUNTY REGISTER, Santa Ana, CA  
**Vice President Operations, 2006 – 2016**

Duties included oversight of daily operations for three 24/7 production facilities, plus facility maintenance of the corporate offices and advertising offices as well as IT. With 15 direct reports and more than a \$70 million budget, I had responsibility for 9 Metro presses, 4 Community presses, 1 M300 press, 1 Didde press, 3 stitch and trim lines, 1 perfect binder, 4 insert machines, and a fleet of 42 heavy duty trucks. Key decision maker for the purchase and installation of over \$14 million in equipment.

- **Drove commercial print revenue** from a run rate of less than \$4 million to a run rate of **\$28 million in less than three years.**
- **Developed the region's biggest daily newspaper printer** by personally selling *La Opinion* and six Media News daily newspapers.
- **Oversaw 3 full-scale production sites with 24/7 operations as well as a fleet of more than 42 trucks.**
- Oversaw the **research, negotiation, purchase and installation of a number of large cap ex projects**, including an M300 press, a perfect binder, etc.
- **Saved \$7 million annually** by developing new analysis and production methods. As a result, Operations was named the "Hero" of 2011 for *The Register*.
- Analyzed efficiency to reorganize Operations, **reducing staff by 110 employees and the budget by \$12M** (from \$36M in 2006 to the current level of \$24M).
- **Saved the organization close to \$2 million annually** by renegotiating key vendor contracts.
- **Provided leadership for 350 employees and 1,200 independent contractors**, creating a strong, engaged, positive work force in an industry that is plagued with anxiety.
- **Managed newsprint inventory of \$20 million** and improved accountability, reducing the annual variance from \$750 thousand to \$8 thousand.
- Served as **Interim Publisher** of the *Porterville Recorder* in 2012.
- Served as **Publisher** for *Excelsior*, the organization's Spanish language newspaper.
- Served as **corporate expert for production** across the Freedom properties.
- Served as the head of **Facilities, IT, and Distribution.**
- Developed a **working knowledge of Spanish**, which was important for a work group with a large Latino presence.

THE ORANGE COUNTY REGISTER, Santa Ana, CA  
**Director of Distribution, 2002 – 2006**

1998 – 2006

THE ORANGE COUNTY REGISTER, Santa Ana, CA  
**Various Roles, 1975 – 2006**

1975 – 1998

Candidate: \_\_\_\_\_ Date: \_\_\_\_\_ My Name: \_\_\_\_\_

Interview Questions  
**YACHATS' INTERIM CITY MANAGER**

May 2023

Questions	My Thoughts	Poor			Great	
		1	2	3	4	5
<p>1. Tell us about your previous work experience and how it would relate to the City of Yachats.</p> <p>2. What attracts you to this opportunity?</p> <p>3. This position has a wide range of responsibilities: HR, CIP, Budgets, City Hall, Public Works, Grants, etc. (Since we are a small city, there are no department directors.) Describe how you would direct, prioritize and manage all of these components.</p> <p>4. In assessing your skills in the areas of City Planning, Financing, Budgetary Management, Project Completion, Code &amp; Legal Requirements, Team Building and Networking..... Which areas are your relative strengths and which areas are you weakest in?</p> <p>5. How do you envision collaborating and communicating with the Mayor &amp; City Council? What is shared &amp; what is not shared? (How would this relate to a Venn diagram?)</p>						

<p>6. In your experience, what is the most challenging part of being a City Manager and how have you addressed it? What do you find easy about managing a city?</p> <p>7. When everyone “wants your ear” and may wish to persuade you, how will you discern the truth and go about hearing all voices in an equitable &amp; unbiased way?</p> <p>8. As a citizen walking into City Hall, what would I see, hear, feel? i.e. What experience would I have?</p> <p>9. What process/strategy would you use to access the:</p> <ul style="list-style-type: none"> <li>- Current state of City Hall in terms of staff morale and staffing needs (i.e. How will you gain your information about the community, city, employees, Commissions, etc.?)</li> <li>- Needs of community members &amp; volunteers?</li> <li>- Your priorities for the next 3 to 6 Months</li> </ul> <p>10. We need someone who treasures a balance between tourism and nurturing our small community; embracing and preserving our identity as a small community (Native &amp; current). How would you manage that delicate balance? (Describe how you would envision collaborating with and involving the local/regional native tribes.)</p>						
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<p>11. Describe your relationships as a manager with staff. (How to communicate, frequency, etc.) How will you know staff's perceptions of you as their "boss" &amp; how will you respond?</p> <p>12. Yachats has many commissions and committees for a city this size, which indicates the level of involvement and concern for the city. How might you leverage this involvement?</p> <p>13. With what frequency would you like to receive an assessment of your job performance? Through what method is this most effective for you? Who do you feel should be involved in this assessment?</p> <p>14. Has anyone ever lodged a complaint against you? If so, what was it regarding and how did you handle it?</p> <p>15. What questions or concerns do you have?</p>						
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**TOTAL RATINGS:**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

### **Additional questions for future interviews:**

1. What values do you embrace most and why?
2. What is your leadership style and can you please provide some examples?
3. What Yachats city documents and/or other material did you review when considering applying for this (Interim) position?
4. Scenario: If a disgruntled business owner comes into City Hall and his/her emotions escalate drastically - things become volatile. What would you expect from City Staff and how would you handle the situation?
5. Tell us about 3 people who have served as role models for you during your career.
6. How do you prioritize your duties & manage to get things done on time?
7. If City workers are frustrated or not able to accomplish what they want to, how will you know and how will you respond?
8. What do you look for when hiring temporary staff and permanent staff?  
What expectations do you have?
9. How might you actively reach out to the public to establish rapport and trust?
10. What strategies & techniques would you use to bolster morale amongst City Staff members, Commission/Committee volunteers, City Council members?
11. If you were to start with a fairly “blank slate” with only 3+ current employees in City Hall, and down some employees in Public Works (due to people resigning, not having been allowed to stay on once stating retirement, etc.), what do you think the next vital steps would be?
12. What initiatives come to mind to further the involvement of senior citizens and the youth in Yachats?
13. What passions do you have? What brings excitement into your life?
14. (Interim) At this point do you envision any interest in becoming the permanent City Manager of Yachats?

EMPLOYMENT AGREEMENT  
City Manager pro tem  
(City of Yachats, Oregon/\_\_\_\_\_)

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on \_\_\_\_\_, 2023, by and between the City of Yachats (“City”), Oregon and \_\_\_\_\_, an individual (hereinafter “\_\_\_\_\_” or “Interim City Manager”), both parties collectively hereinafter “Parties”.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged by the signatures of the Parties of this Agreement, the Parties agree as follows:

- 1) Purpose. The purpose of this Agreement is to provide for a term of employment for \_\_\_\_\_ as the Interim City Manager for City.
- 2) Assistant Manager. The City hereby agrees to employ \_\_\_\_\_ as the Assistant City Manager until 30 May 2023. \_\_\_\_\_Agrees to serve as Assistant City Manager for a two-week period following the start of a new permanent City Manager.
- 3) Interim City Manager. Starting 1 June 2021 the City agrees to employ \_\_\_\_\_as the “at-will” Interim City Manager during the time needed for the recruitment and hiring of a successor permanent City Manager. \_\_\_\_\_ will perform the duties of City Manager for the City as specified and limited in the City Charter, laws and ordinances and will perform other legally permissible and proper duties and functions as the City Council will, from time to time assign. \_\_\_\_\_ agrees that they will, at all times, loyally and conscientiously perform all of the duties and obligations required of him, as either expressly or implied by laws, ordinances, personnel rules, except progressive discipline processes, and terms of this Agreement. \_\_\_\_\_ will be subject to the direction and control of the City Council. The City shall provide the customary staffing, facilities and tools necessary for performance of the City Manager position, including but not limited to a fully furnished office, staff support, office supplies, computer, cellular telephone, business cards, etc.
- 4) Term of Employment/Termination. \_\_\_\_\_ will be employed by the City as an “at-will” temporary employee. This employment will be for an unspecified period of time commencing \_\_\_\_\_, 2023, and terminating at a time to be determined by the City Council. Any termination may be with or without



cause. The City Council may use its full discretion in this determination and its determination will be final and will not require showing of any cause or proof.

- 5) Resignation. \_\_\_\_\_ may voluntarily resign from this position at any time, but will attempt to provide the City seven (21) days notice in advance of the effective date of a resignation.
- 6) Compensation – Salary. The City will pay \_\_\_\_\_ a gross monthly salary of \$\_\_\_\_\_, payable at the same time each month that other employees are paid, and subject to required payroll taxes/payments. This amount will be pro-rated for any partial month \_\_\_\_\_ may work at the beginning or end of his employment.
- 7) Compensation – Overtime. The City Manager position is exempt from overtime under the Fair Labor Standards Act. Accordingly, \_\_\_\_\_ is not eligible for overtime compensation.
- 8) Compensation – Employee Benefits. As a temporary employee \_\_\_\_\_ will not be enrolled in the Oregon PERS plan or other employee benefits programs, including any health/dental/vision plans nor any personal leave benefits (, vacation leave, personal time off, etc.) extended to permanent employees of the City. Sick leave will accrue at 1 hour for every 30 Hours worked
- 9) Compensation – Personal Vehicle Use. \_\_\_\_\_ will not be assigned a City vehicle. Instead, \_\_\_\_\_ will use his personal vehicle for business related travel while performing duties under this Agreement. City will pay a mileage reimbursement at the current IRS allotted mileage rate. \_\_\_\_\_ shall not be reimbursed for mileage to and from his permanent residence outside of Yachats.
- 10) No reduction in Compensation. The City will not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of \_\_\_\_\_.
- 11) Professional Organizations and Meetings. The City agrees to pay for the attendance of the Interim City Manager at professional meetings and conferences when the City Council and the Interim City Manager agree that such attendance is in the best interest of the City.
- 12) Reimbursement of Expenses. The City will reimburse \_\_\_\_\_ for all sums necessarily incurred and paid by him in the performance of his duties. \_\_\_\_\_ will submit a standard City reimbursement form, accompanied by required documentation and receipts as required by City policy and monetary limits.

- 13) Bonds. The City will bear the full cost of purchasing and maintaining any fidelity or other bonds as required for \_\_\_\_\_ during the term of this Agreement.
- 14) Office Hours/Time. \_\_\_\_\_ will establish and maintain regular office hours at City Hall consistent with the City's ordinary business hours. He will spend additional time in the performance of his duties for the City as necessary or as may be required from time to time by the City Council, including but not limited to City Council and City Commission/Committee meetings. Each holiday observed by the City will be considered eight hours worked.
- 15) Applicability of Personnel Rules. All provisions of City ordinances, policies and regulations pertaining to City personnel will apply to \_\_\_\_\_ as they would to other management employees of the City, except as modified by this Agreement.
- 16) Indemnity. The City will defend, indemnify and hold \_\_\_\_\_ harmless from all claims and actions arising out of \_\_\_\_\_'s employment which pertain to actions of \_\_\_\_\_ within the course and scope of his employment with the City, provided \_\_\_\_\_ acted in a manner which was reasonable and which would be commonly expected of a City Manager. It is noted that the City Charter limits the powers of an Interim City Manager with regard to the hiring and termination of City employees, requiring consent by the City Council on such actions. All provisions of this section will survive the termination of this Agreement and remain in effect after termination of \_\_\_\_\_'s employment with the City.
- 17) Notice. Any notice required or desired to be given pursuant to this Agreement will be given in writing by personal delivery or sent by certified mail, return receipt requested, postage prepaid to the Parties to this Agreement at their last known addresses. Notice will be deemed given as of the date of personal service or as of the date five (5) days following deposit of the notice in the United States mail.
- 18) Entire Agreement. Except as provided in this section, this Agreement contains the entire agreement concerning the employment of \_\_\_\_\_ and is not inclusive of any prior agreements, promises, inducement, representations, or warranties made by either Party pertaining to the employment of \_\_\_\_\_. Exceptions may be made either when the City makes modifications which apply to all employees of the City and \_\_\_\_\_ agrees to have this Agreement so modified, or as may be mutually agreed to, in writing, between the Parties.

- 19) Binding Effect. This Agreement will be binding upon the Parties and their respective successors in interest, heirs, and personal representatives. \_\_\_\_\_'s rights and interest arising under this Agreement are personal and may not be assigned.
- 20) Governing Law. This Agreement will be governed by the laws of the State of Oregon.
- 21) Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof will be deemed severable and will not be affected and will remain in full force and effect.
- 22) Amendment/Modification. This Agreement will not be amended or modified except in writing and signed by the Parties.
- 23) Attorney Fees. In the event either Party initiates any suit, action, or appeal on any matter relating to this Agreement, the Court before which such suit, action, or appeal is taken will award, to the prevailing party, attorney fees that the Court deems reasonable and this award and all allowable costs may be either added to or deducted from the balance due under this Agreement or be a separate obligation, as appropriate.

Approved by the Yachats City Council on: \_\_\_\_\_, 2023.

Attest: \_\_\_\_\_

City of Yachats, Oregon \_\_\_\_\_

By: \_\_\_\_\_

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