

Council Business Meeting

July 20, 2021

Agenda Item	Mayoral Appointment of Gary Milliman to Interim City Manager	
From	Julie Akins	Mayor
Contact	Julie@council.ashland.or.us	

SUMMARY

Gary Milliman presented himself to Ashland recognizing the current challenges and seeking to assist the community in moving beyond those challenges while identifying a long term City Manager. Gary has a long and well regarded history in city management, is an expert in emergency planning and preparation, is a budget professional, and has a background in communications. Throughout his career he has innovated solutions and brought people of varied backgrounds to the table for the purpose of finding best solutions in real time.

POLICIES, PLANS & GOALS SUPPORTED

Ashland City Charter Article VIII-A-City Manager Section 3. The City Manager may be appointed for a definite or an indefinite term and may be removed at any time by a majority of the Council. The Council must fill the office by appointment as soon as practicable after the vacancy occurs.

PREVIOUS COUNCIL ACTION

In March 2020, City Administrator Kelly Madding resigned from the position. In April 2020, Mayor Stromberg appointed Assistant City Administrator Adam Hanks to Interim City Administrator.

In the May 2020 Special Election, the citizens of Ashland passed a Charter amendment dictating a shift in the City's leadership model from a strong Mayor/Council to one lead by a City Manager, effective January 1, 2021. In November 2020, Council approved Resolution 2020-22 clarifying the Interim City Administrator's transition to City Manager Pro Tem to meet the voter-approved Charter amendment structure and effective date of January 1, 2021. In December 2020, at Mayor Stromberg's request, Council extended the contract for Adam Hanks to continue as Interim City Administrator/City Manager Pro Tem until September 1, 2021, or when Council appoints a permanent City Manager, whichever comes first. On June 16, 2021, Adam Hanks resigned from the position as of August 6, 2021. On June 29, 2021, the Mayor held a special meeting to discuss the selection process for an interim City Manager. Council agreed to the process proposed by the Mayor and staff.

BACKGROUND AND ADDITIONAL INFORMATION

The primary goal is to retain an interim City Manager who will:

- Assist the City in daily operations while a search is underway for a permanent manager.
- Move the City forward, with Council, in better understanding and working with the Council/Manager form of governance.
- Assist first responders, staff, residents and Council in continuing emergency preparedness and operations given the increased heat, smoke, water shortages and fire danger.
- Work with Council and staff on budget assumptions and strategic planning going into the next biennium.
- Assist in recruiting a permanent City Manager.
- Offer guidance in Council, staff and interim City Manager relationships to create shared goals and improved communication.

With the current City Manager Pro Tem's effective resignation date of August 6, the appointment process of recruiting, identifying, vetting, negotiating appointment and Council confirmation of a replacement City Manager

Pro Tem. Given the compressed timeline, the initial efforts focused on early identified options. Gary Milliman proactively reached out after having read about Ashland’s need for an interim and provided his vitae, additional reference materials, and additional background along with an expressed interest in meeting to discuss details.

I began by researching his former positions, checking references, speaking to community members where he had worked and conducting interviews with Gary and his former co-workers as well as checking into his current status. His information was given to councilors for review and to date all have spoken with him. Additionally, community members have spoken with Gary to ask questions and bring forth their own concerns in order to have a sense of comfort level and general fit within the community. Gary has also spoken with Department Heads and met with some staff in his process. Through referral and direct contact, there were two qualified candidates with City Manager experience who could be able to operate day one in achieving the essential functions and primary goals. Of those, Gary emerged as the stronger choice.

The candidate:

- Gary Milliman has roughly 40 years experience in progressive management, including decades of specific City Manager experience.
- He holds a master’s degree from USC.
- Gary has Oregon experience having served as the City Manager of Brookings for 11 years and has been awarded the state’s highest honor from the City Manager’s Association.
- He’s been a City Manager in large cities as well having turned around Southgate, California at a time when it had only enough money for six weeks of payroll after an embezzlement scandal and the recall of a majority of City Councilors.
- His references refer to him as even tempered, a calming influence, knowledgeable, and highly skilled with a passion for a challenge and deeply intelligent.

Council is being asked to vote on the appointment of Gary Milliman as interim City Manager. If selected, he could begin his employment on August 2 in order to overlap briefly to assist in the transition. If not selected, Council would need to appoint an acting interim City Manager among current staff and attempt to find a different candidate.

This presents numerous challenges in that all in house Department Heads already have full time positions and none of them requested consideration, ergo making the appointment burdensome. The candidate pool is not currently large within the state of Oregon and bringing in someone from outside the region adds additional complexity at a time when Ashland needs stability.

FISCAL IMPACTS

The attached draft employment contract authorizes salary consistent with step one of the City’s current City Manager salary schedule. The agreement also includes a reimbursement of up to \$2,000 per month to cover housing costs necessary to be able to fulfill the needs of the position. Other wage associated costs will be paid by the City consistent with State and Federal law. The total cost to the City is within the existing appropriation and is generally consistent with the current total cost of compensation for the current City Manager Pro Tem.

STAFF RECOMMENDATION

N/A

ACTIONS, OPTIONS & POTENTIAL MOTIONS

- 1) I move to approve the Mayoral appointment of Gary Milliman as City Manager Pro Tem and authorize the Mayor to sign the related employment agreement.
- 2) I move to amend the employment agreement...

REFERENCES & ATTACHMENTS

Attachment 1: Gary Milliman’s Résumé

Attachment 2: Gary Milliman Employment Contract

GARY MILLIMAN

Credentialed City Manager

PROFESSIONAL EXPERIENCE

CITY MANAGER

BROOKINGS, OREGON 2007-2018

SOUTH GATE, CALIFORNIA 2003-2007

FORT BRAGG, CALIFORNIA 1979-1997

COTATI, CALIFORNIA 1977-1979

DEPUTY CITY MANAGER – ACTING CITY MANAGER

BELL GARDENS, CALIFORNIA 1971-1977

SOUTHERN CALIFORNIA DIRECTOR

LEAGUE OF CALIFORNIA CITIES 2000-2003

PRESIDENT/CHIEF EXECUTIVE OFFICER

CALIFORNIA WESTERN RAILROAD 1996-2000

MUNICIPAL COURT JUDGE, PORT ORFORD,

BROOKINGS, POWERS, LAKESIDE, OREGON

SENIOR FELLOW, CENTER FOR PUBLIC SERVICE, PORTLAND STATE UNIVERSITY

SENIOR ADVISOR, INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

ASSOCIATE, PROTHMAN EXECUTIVE RECRUITING

SENIOR MANAGING DIRECTOR, KOSMONT REALTY/KOSMONT COMPANIES



HONORS

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

CAREER EXCELLENCE AWARD IN HONOR OF MARK E. KEANE (2012)

“In recognition of his outstanding efforts to further representative democracy by enhancing the effectiveness of local elected officials and by consistently initiating creative and successful programs.”

MANAGEMENT INNOVATION AWARD (1979) - LIFE MEMBER - 45 YEAR SERVICE AWARD

LEAGUE OF OREGON CITIES

HERMAN KEHRLI AWARD

“In recognition of his outstanding public service career that has provided lasting benefits by exceptional contributions to city government through his dedication, leadership and professionalism.”

<https://www.youtube.com/watch?v=rFXf39szkOQ>.

LEAGUE OF CALIFORNIA CITIES

HELEN PUTNAM AWARD FOR EXCELLENCE

BROOKINGS HARBOR CHAMBER OF COMMERCE

2018 GRAND MARSHAL – BROOKINGS HARBOR AZALEA FESTIVAL

CALIFORNIA LEGISLATURE

JOINT RESOLUTION OF COMMENDATION

“For his admirable display of responsible and dedicated public service.”

BOARDS OF DIRECTORS

CITY COUNCIL MEMBER - MAYWOOD, CALIFORNIA
CALIFORNIA EMERGENCY COUNCIL
OREGON SIESMIC SAFETY POLICY ADVISORY COMMISSION
SOUTH WEST AREA COMMISSION ON TRANSPORTATION (OREGON)(Chair)
BORDER COAST REGIONAL AIRPORT AUTHORITY (Vice Chair)
EMERGENCY PREPAREDNESS COMMISSION
FOR THE COUNTY AND CITIES OF LOS ANGELES (Chair)
OREGON MUNICIPAL JUDGES ASSOCIATION
NORTH COAST RAILROAD AUTHORITY (Chair)
MENDOCINO TRANSIT AUTHORITY
NATIONAL ADVISORY COUNCIL – BOY SCOUTS OF AMERICA
UNIVERSITY OF SOUTHERN CALIFORNIA
CITY/COUNTY MANAGEMENT FELLOWSHIP
PORTLAND STATE UNIVERSITY
SCHOOL OF PUBLIC ADMINISTRATION ADVISORY BOARD
SIERRA COLONY HOMEOWNERS ASSOCIATION

EDUCATION

MASTER OF PUBLIC ADMINISTRATION
Certificate in Disaster Preparedness Administration
UNIVERSITY OF SOUTHERN CALIFORNIA

BACHELOR OF ARTS (Journalism)
CALIFORNIA STATE COLLEGE AT LOS ANGELES

ASSOCIATE OF ARTS (Journalism)
EAST LOS ANGELES COLLEGE

SENIOR EXECUTIVES IN STATE AND LOCAL GOVERNMENT
HARVARD UNIVERSITY

NATIONAL JUDICIAL COLLEGE
FEDERAL EMERGENCY MANAGEMENT AGENCY
EMERGENCY MANAGEMENT INSTUTUTE
THE WILLIAMSBURG LEADERSHIP INSTITUTE
ROCKEFELLER FOUNDATION RESILIENCY INSTITUTE

OREGON REAL ESTATE LICENSE

CONTACT AND WEBSITE

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www.garymilliman.com

CITY OF ASHLAND EMPLOYMENT AGREEMENT

City Manager Pro Tem

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Ashland ("City") and Gary Milliman ("Employee").

RECITALS

- A. City desires to employ the services of Employee as City Manager Pro Tem of the City of Ashland and to establish certain conditions of employment for Employee; and
- B. City desires to: (1) retain the services of Employee as a City Manager Pro Tem and to provide inducement for Employee to remain in such employment until the City employs a permanent City Manager; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to financial security; and (3) provide a just means for terminating Employee's services when City determines Employee's services are no longer needed or in the event Employee is unable fully to discharge Employee's duties; and
- C. Employee desires to accept employment with the City of Ashland with a beginning date of August 2, 2021. Employee shall begin employment with the City in a supporting Deputy City Manager role through and including August 6, 2021. Beginning on August 7, 2021, Employee will assume the role of City Manager Pro Tem.

AGREEMENT

City and Employee hereby agree as follows:

Section 1. Duties. City hereby agrees to employ Gary Milliman as its City Manager Pro Tem beginning on August 7, 2021, to perform the functions and duties specified in the job description for the position, and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign. From the Effective Date through and including August 6, 2021, Employee shall act in the capacity of Deputy City Manager.

Section 2. Effective Date; Term.

- A. This Agreement shall be effective as of August 2, 2021 (the "Effective Date").

- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of City to terminate the services of the City Manager Pro Tem at any time, with or without prior notice of termination, subject only to the provisions set forth in this Agreement.
- C. Employee agrees to remain in the employ of City until a successor City Manager is appointed into the regular F/T position, which is anticipated to be within six to nine months from the Effective Date and neither to accept other employment nor to become employed by any other employer until this termination date, unless the termination date is affected as otherwise provided in this Agreement. If for any reason City does not appoint a successor City Manager prior to May 1, 2022, City and Employee will negotiate a revised mutually agreed upon anticipated termination date.
- D. In the event City does not give Employee written notice of termination of this Agreement at least thirty (30) days prior to the termination date, City will pay the balance of Employee's rental housing costs for up to thirty (30) days after the employment terminates, up to a maximum of \$2,000.
- E. In the event Employee wishes to voluntarily resign the position during the term of this Agreement, Employee shall give the City three weeks must be prior written notice of such resignation, unless such notice is waived by the Mayor and City Council. Employee will cooperate in every way with the smooth and normal transfer to Employee's successor.

Section 3. Compensation.

- A. City agrees to pay Employee a total monthly salary of \$12,356.51/month which equates to the first step in the salary range for the City Manager. Salary shall be pro-rated for any partial month worked.
- B. The City agrees to comply with reporting requirements by reporting wages to PERS for Employee has a retiree/rehire status.
- C. City agrees to pay Employee a rental housing allowance of up to \$2,000.00 per month for the term of this Agreement. The allowance will be for the actual cost of the rental housing, including rent and utilities. Employee will provide documentation to the City of the actual monthly amount. Note: This allowance will be paid separate from the monthly salary and will be subject to tax withholdings consistent with legal requirements of the employer.

Section 4. Automobile Allowance. Employee's duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. City agrees to pay mileage consistent with the Travel and Expense Reimbursement Policy to recognize use of Employee's own personal

vehicle for City business. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of his personal vehicle.

Section 5. Hours of Work. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the City is not adversely affected. The City recognizes, too, that, as a temporary employee, Employee will not accrue vacation and sick leave. Accordingly, so long as the business of the City is not adversely affected, Employee may take reasonable amounts of time away from the City during the period of his employment for prior disclosed and mutually agreed upon commitments as an appointed Municipal Court Judge (not to exceed two days per month) or to address personal business or in the event of illness.

Section 6. Tools and Equipment. City agrees to provide the tools and equipment necessary for the Employee to efficiently perform his duties, including mobile computing and communication equipment and connectivity

Section 7. Severability. If any section, term, or provision of this Agreement is determined by a court of competent jurisdiction to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining sections, terms, or provisions of the Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular section, term, or provision.

Dated this _____ of _____, 2021.

Melissa Huhtala, City Recorder

Julie Akins, Mayor

Accepted this _____ day of _____, 2021.

Gary Milliman