

**AGENDA  
CITY OF DAYTON  
CITY COUNCIL SPECIAL SESSION MEETING**

**DATE:** MONDAY, JULY 6, 2026  
**TIME:** 6:30 PM  
**PLACE:** Palmer Creek Lodge Community Center – 606 4<sup>th</sup> Street, Dayton, OR 97114  
**VIRTUAL:** ZOOM MEETING – ORS 192.670/HB 2560

You may join the Council Meeting online via YouTube Channel: <https://www.youtube.com/@cityofdaytonoregon570>

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<u>ITEM</u>	<u>DESCRIPTION</u>	<u>PAGE #</u>
A.	CALL TO ORDER & PLEDGE OF ALLEGIANCE	
B.	ROLL CALL	
C.	ACTION ITEMS	
1.	Approval of Interim City Manager Contract	
D.	CITY COUNCIL COMMENTS AND CONCERNS	
E.	CITY MANAGER'S REPORT	
F.	ADJOURN	

Posted: July 2, 2026  
By: Rocio Vargas, City Recorder

**NEXT MEETING**

**July 13, 2026, Regular Meeting  
August 4, 2026, Regular Meeting**

*Virtually via Zoom and in Person, Palmer Creek Lodge Community Center, 606 4<sup>th</sup> Street, Dayton, OR 97114*

The public is encouraged to relay concerns and/or comments to the City Council in one of the following methods:

- a **Email – any time up to 5:00 p.m.** the day of the meeting to [rvargas@daytonoregon.gov](mailto:rvargas@daytonoregon.gov). The Mayor will read the comments emailed to the City Recorder.
- b **Appear in person** – if you would like to speak during public comment, please sign up on the sign-in sheet located on the table when you enter the Council Chambers.
- c **Appear by Telephone only** – please sign up prior to the meeting by emailing the City Recorder at [rvargas@daytonoregon.gov](mailto:rvargas@daytonoregon.gov). (The chat function is not available when calling by phone into Zoom.)
- d **Appear virtually via Zoom** – send an email directly to the City Recorder, Rocio Vargas, prior to 5:00pm to request to speak during public comment. **The City Recorder will need your first and last name, address, and contact information** (email, phone number), **and topic name** you will receive the Zoom Meeting link or information. When it is your turn, the Mayor will announce your name, and your microphone will be unmuted.

**Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice:** City Hall Annex is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to the City Recorder (503) 864-2221 or [rvargas@daytonoregon.gov](mailto:rvargas@daytonoregon.gov).

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**CITY OF DAYTON, OREGON  
TEMPORARY EMPLOYMENT CONTRACT**

A CONTRACT between THE CITY OF DAYTON, OREGON (“City”), and Gretchen Cassini (“Employee”).

WHEREAS, City and Employee believe it is in their mutual interest to enter into a written contract setting out their understandings concerning the Employee’s provision of executive city management service for the City as the Interim City Manager/Manager Pro Tem.

**1. Term**

The Employee shall be hired as a limited term, temporary employee of the City from July 6, 2026 through January 2, 2027 or until a permanent City Manager is hired, whichever occurs first.

**2. Employee Duties**

City employs the Employee to serve as the Interim City Manager/Manager Pro Tem and to exercise all of the executive, leadership, and governmental responsibilities vested in the position of City Manager under the City Charter, specifically Section 34, and the City Code, and to perform other legally permissible and proper duties and functions of the City Manager as may be assigned by the City Council. Employee accepts the Council’s appointment and employment as Interim City Manager/Manager Pro Tem for the City of Dayton. Employee’s duties are limited as set forth in the Charter and described in Section 4 below.

**3. Compensation**

A. For the July 2026 pay period, City agrees to pay Employee \$5,000 subject to all withholdings required by law.

B. Starting with the August 2026 pay period, City agrees to pay Employee \$10,000 per month in wages payable on the same schedule as it pays the City’s regular employees subject to all withholdings required by law.

C. The Employee shall be entitled to take and be compensated for any City observed holiday occurring while employed during the term of this contract.

D. Employee agrees that she has not been promised nor will she receive other benefits that are generally available to other City employees unless set forth expressly herein.

E. City agrees to provide workers’ compensation insurance coverage for Employee consistent with the City’s Employee Handbook.

F. Employee will receive Public Employee Retirement Benefits (PERS) consistent with state law and consistent with City policy.

G. Employee is entitled to receive health, dental, and life insurance benefits, as well as any other benefits, at the same level as that provided to regular full-time non-represented Employees of the City.

#### **4. Supervision and Control**

Employee shall report to the City Council in the carrying out and implementation of the duties set forth herein. Employee will have the authority granted the City Manager as set forth in Section 1 above, except that Employee may only appoint or remove employees with Council approval as set forth under Section 34 of the Charter.

#### **5. Separation**

A. Resignation. Employee may resign at any time with 30 days' advance written notice to the Mayor.

B. Termination and Removal

i. Employee is an at-will employee serving at the pleasure of the City Council under the Dayton City Charter.

ii. The City Council may terminate this Contract at any time, with or without cause, by a majority vote of its members. Notice of Contract termination without cause shall be provided to the Employee with 30 days' advance written notice.

#### **6. Hours of Work.**

a. The Employee is expected to be present during the City's normal business hours, with the following exceptions:

i. To give Employee time to relocate to the area from her current residence, she may work part-time from July 6, 2026 to July 31, 2026 provided she works at least 20 hours per week. During this timeframe, Employee shall keep the City's administrative staff informed of her work schedule. Employee may work in-person or remotely during this period, at her discretion.

ii. City acknowledges Employee may travel for personal reasons on or about October 23 - 25 and November 13 - 15, 2026, with the intent to be away only outside normal City business hours. Employee agrees to be available by telephone and email to respond to urgent City business during these times.

b. Employee will attend all City Council work sessions, regular meetings, and other meetings as requested by the Council.

#### **7. Law of Oregon**

The contract shall be governed by the laws of the State of Oregon. Venue shall be in Yamhill County, Oregon.

#### **8. Indemnification**

Consistent with the Oregon Tort Claims Act, City shall defend, hold harmless, and indemnify the Employee against any claim or legal action arising out of the Employee's discharge of duties under this Contract and within the scope of their employment.

#### **9. Mediation/Trial without a Jury**

Should any dispute arise between the parties to this Contract, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby

expressly agree that no claim or dispute arising under the terms of this Contract shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. Any litigation arising under or as a result of this contract shall be tried to the court without a jury. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) days or if the parties fail to agree on a mediator within ten (10) days, a mediator shall be appointed by the presiding judge of the Yamhill County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.

#### **10. Conflict of Interest/Outside Employment**

Employee shall not engage in any activity, business or transaction or have a financial or personal interest or association, direct or indirect which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of her duties under this Contract. Employee also agrees not to accept any outside employment during the term of this Contract, unless approved by City Council. Employee may offer volunteer services to other organizations to the extent such activities do not conflict with her responsibilities as Interim City Manager.

#### **11. Background Check**

Employee agrees to undergo a background check similar to those performed for regular City employees and also agrees to a credit check as it is substantially job-related for the position of Interim City Manager. .

#### **12. Leave**

Employee will accrue sick leave at the same rate as other non-represented employees and may take sick leave in accordance with state law.

**13. Assignment.** The Employee may not assign any interest in this Contract and shall not transfer any interest in the same.

#### **14. Modification**

Any modification of the provisions of this contract shall be reduced to writing and signed by the parties.

#### **15. No Waiver of Legal Rights**

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

#### **16. Integration and Severability**

This Contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. If any clause, sentence or section of this Contract is found to be illegal or unenforceable, such

clause, sentence or section so found shall be regarded as though it were not part of this Contract and the remaining parts of this Contract shall be fully binding and enforceable by the parties hereto.

**EMPLOYEE**

**CITY OF DAYTON**

\_\_\_\_\_  
Gretchen Cassini

\_\_\_\_\_  
Mayor Annette Frank

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date