

BEFORE THE COUNCIL OF THE  
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING )  
AN EMPLOYMENT CONTRACT FOR THE )  
POSITION OF SOLID WASTE )  
DIRECTOR, ESTABLISHING A RATE )  
OF COMPENSATION, AND APPROVAL )  
OF DAN DURIG AS SOLID WASTE )  
DIRECTOR. )

RESOLUTION NO. 82-347

Introduced by the  
Executive Officer

WHEREAS, Metro wishes to retain the services of the Solid Waste Director for a minimum term of employment and provide certain benefits and terms of employment; and

WHEREAS, the Council wishes to set the rate of compensation and approve the hiring of personnel employed under contract; now therefore,

BE IT RESOLVED,

1. That the Council authorizes an employment contract for the position of Solid Waste Director.

2. That the rate of compensation for said position shall not exceed \$46,000 unless a COLA adjustment is made during the term of the contract.

3. That Council approves Dan Durig for the position of Solid Waste Director.

ADOPTED by the Council of the Metropolitan Service District this 26<sup>th</sup> day of August, 1982.

  
\_\_\_\_\_  
Presiding Officer

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, hereinafter called "METRO," and DAN DURIG, hereinafter called "EMPLOYEE."

### W I T N E S S E T H :

WHEREAS, METRO desires to employ the service of Dan Durig as Director of Solid Waste; and

WHEREAS, It is the desire of METRO to provide certain benefits, establish certain conditions of employment, and to set working conditions of said EMPLOYEE; and

WHEREAS, It is a primary purpose of this Agreement to assure EMPLOYEE'S leadership of the Solid Waste Department during the time of facility plan implementation; and

WHEREAS, It is the desire of METRO to: 1) secure and retain the services of EMPLOYEE and to provide inducement for him to remain in such employment; 2) to make possible full work productivity by assuring EMPLOYEE'S morale and peace of mind with respect to future security; 3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE; and 4) to provide a just manner for terminating EMPLOYEE'S services at such time as he may be unable fully to discharge his duties due to age or disability or when METRO may desire to otherwise terminate his employ; and

WHEREAS, EMPLOYEE desires to accept and continue employment as Director of the METRO Solid Waste Department;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section I. Duties

METRO hereby agrees to employ Dan Durig as Director of the Solid Waste Department to perform the functions and duties specified in the attached Job Description, and to perform such other legally permissible and proper duties and functions as the METRO Executive Officer shall from time to time assign. EMPLOYEE hereby agrees to accept such employment.

Section II. Term

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of METRO to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section III, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with METRO, subject only to the provision set forth in Section III, paragraph C, of this Agreement.

C. EMPLOYEE agrees to remain in the exclusive employ of METRO until August 30, 1984, and neither to seek, to accept, nor to become employed by any other employer until said termination date, unless termination occurs sooner as hereinafter provided. The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on EMPLOYEE'S time off.

D. In the event written notice is not given by either party to this Agreement to the other three (3) months prior to the termination date as hereinafter provided, this Agreement shall be

extended on the same terms and conditions as herein provided, all for an additional period of one (1) year. Said Agreement shall continue thereafter for one-year periods unless sixty (60) days written notice is given prior to time of expiration.

E. This Agreement shall be subject to renegotiation of any or all terms, such renegotiation to occur between ninety (90) and sixty (60) days prior to normal expiration of the period of the Agreement. Such renegotiation may be requested by either party, and it is intended that all changes in terms resulting from renegotiation be decided upon by both parties prior to sixty (60) days before normal expiration.

### Section III. Termination and Severance Pay

A. In the event EMPLOYEE is terminated by METRO before expiration of the aforesaid term of employment and during such time that EMPLOYEE is willing and able to perform the duties of Director of the Solid Waste Department, then in that event METRO agrees to pay EMPLOYEE a lump sum cash payment equal to three (3) months' aggregate salary; provided, however, that in the event EMPLOYEE is terminated because of his conviction of any illegal act involving personal gain to him, then, in that event, METRO shall have no obligation to pay the aggregate severance sum designated in this paragraph.

B. In the event METRO at any time during the employment term refuses, following written notice, to comply with any provision benefiting EMPLOYEE herein, or the EMPLOYEE resigns following a formal suggestion by the Executive Officer of METRO that he resign, then, in that event, EMPLOYEE may at his option be deemed to be

"terminated" at the date of such refusal or suggestion within the meaning and context of the severance pay provision herein cited as Section III. A.

C. In the event EMPLOYEE voluntarily resigns his position with METRO before expiration of the aforesaid term of employment, then EMPLOYEE shall give METRO three (3) months notice in advance.

#### Section IV. Salary

METRO agrees to pay EMPLOYEE for his services rendered pursuant hereto an annual base salary of FORTY SIX THOUSAND (\$46,000.00) DOLLARS payable in installments at the same time as other employees of METRO are paid. EMPLOYEE shall also receive cost of living increases at the same time and at the same rate as approved by METRO for all other employees.

#### Section V. Hours of Work

A. It is recognized that this Agreement is for professional service, that EMPLOYEE must devote substantial time to METRO business outside of normal office hours and that his duties are not limited to a forty-hour week. Therefore, EMPLOYEE is expected and allowed to establish personal office hours consistent with the need to carry out his responsibilities.

B. EMPLOYEE may engage in teaching, consulting and other non-METRO connected business to an extent which will not affect or infringe upon his performance as Director of the Solid Waste Department, and no compensation may be accepted for such activities which are engaged in during normal office hours.

#### Section VI. Dues and Subscriptions

METRO agrees, subject to availability of funds, to budget and to pay the professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of METRO.

#### Section VII. Professional Development

A. METRO hereby agrees, subject to availability of funds, to budget and to pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for METRO.

B. METRO also agrees, subject to availability of funds, to budget and to pay for the travel and subsistence expenses of EMPLOYEE for short courses, institutes, and seminars that are necessary for his professional development and for the good of METRO.

#### Section VIII. General Expenses

METRO recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses up to an annual budgeted amount upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

#### Section IX. Vacation, Sick and Military Leave

A. EMPLOYEE shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other regular employees of METRO. On the effective date of this Agreement, EMPLOYEE shall have accrued thirty (30) days sick leave

RESUME OF: DANIEL F. DURIG  
2925 Watercrest Road  
Forest Grove, Oregon 97116  
Telephone: 503/357-9371 (Residence)

PERSONAL DATA: Age 38  
Married, no children

Mrs. Durig (Rosanne) is a homemaker.

EDUCATION AND PROFESSIONAL QUALIFICATIONS: UNIVERSITY OF KANSAS  
Lawrence, Kansas

Master of Science degree, Public Administration (Urban Management option), 1972. Mr. Durig was 1 of 100 HUD Fellows nationally.

UNIVERSITY OF CINCINNATI  
Cincinnati, Ohio

Bachelor of Arts degree (Honors), Political Science, 1970

In addition, Mr. Durig has attended numerous seminars concerning city management, leadership and related subjects.

PROFESSIONAL MEMBERSHIPS:

\*International City Management Association  
\*Forest Grove Chamber of Commerce

MILITARY SERVICE: UNITED STATES AIR FORCE

Mr. Durig served as a Flight Simulator Specialist from 1962 to 1966. He was honorably discharged as a Sergeant in 1968.

PROFESSIONAL EXPERIENCE:

October 1974 to July 1982 CITY OF FOREST GROVE  
Forest Grove, Oregon

Position: City Manager

Comments: Mr. Durig was responsible to the City Council for administrative management of the city government. He managed a staff of 115 (FTE) employees and a total budget of \$12,000,000. The city of Forest Grove is a full service city, which includes a city-operated electric utility.

Mr. Durig resigned his position effective August 2, 1982 amid local political controversy. The City Council is divided as to its preferences in government form. This controversy and Mr. Durig's progressive management evidently contributed to his demise. In general, he is highly regarded for his abilities and for his performance. Many observers believe he was a victim of Council differences.

His annual salary upon termination was \$43,000.

June 1971 to

CITY OF DELAWARE  
Delaware, Ohio

Position: Assistant City Manager

Comments: In this position Mr. Durig acquired varied experience in all phases of municipal operations. He left this position for greater opportunity in Forest Grove, Oregon.

June 1970 to  
August 1970

CITY OF MIAMISBURG  
Miamisburg, Ohio

Position: Administrative Assistant  
Office of City Manager

Comments: Mr. Durig held this position between completion of his bachelor's degree and beginning of graduate work. He worked on a public information program and was exposed to the basic concepts of council-manager government.

Other Employment:

During school breaks and part-time while in the military service, Mr. Durig worked as an architectural technician, draftsman and designer. He prepared drawings and specifications, researched building codes and ordinances, and performed other functions which provided experience of lasting value.

SUMMARY:

Mr. Durig offers strengths as a professional, public sector manager. He has worked for a governmental council and has several years of public management experience in city government. He has broad-based skills in finance and budgeting, planning, personnel and public information/relations. While he has some exposure to solid waste management, he is not a specialized professional in the field.



A G E N D A   M A N A G E M E N T   S U M M A R Y

TO: Metro Council  
FROM: Executive Officer  
SUBJECT: Solid Waste Director and Employment Contract

I am pleased to present to you Dan Durig for your consideration for the position of Solid Waste Director. As I will outline in this memorandum, Dan was selected following a lengthy search process and a thorough evaluation of the prospective candidates. Dan possesses the qualifications which I feel will contribute significantly to our Solid Waste Department.

He brings with him top management experience in the public sector. He fits our current and future need for a good construction contracts manager and someone who is experienced in financial management. He will compliment the technical skills of our Department's excellent staff in completing our solid waste program. I am impressed with his communication skills and believe he has the leadership abilities to develop the region's solid waste system and work with the various agencies and public organizations.

I look forward to your approval of Dan Durig for this important position.

I. RECOMMENDATIONS:

- A. ACTION REQUESTED: Approval of Resolution No. 82-347 approving Dan Durig for the position of Solid Waste Director and authorizing the attached employment contract.
- B. POLICY IMPACT: Council recently amended Ordinance No. 81-116, Metro Personnel Rules, to allow employment contracts for positions designated by Council. The Council shall also approve the hiring of such employees.
- C. BUDGET IMPACT: The Metro Pay Plan has been revised to provide for this contract. The contract salary of \$46,000 is within the amount budgeted for Solid Waste Director during FY 1982-83.

The proposed contract also provides reimbursement to Mr. Durig for six months of medical and dental coverage. Under previous Metro health care policies, employees were eligible for health coverage on pre-existing conditions 30 days following date of employment at Metro. Effective July 1, 1982, however, the policy was changed to exclude health care on pre-existing conditions for a period of six months. Mr. Durig needs to continue his current coverage

during this period and Metro has agreed to cover his costs in the total amount of \$850. This amount is within budget.

## II. ANALYSIS:

- A. **BACKGROUND:** Mr. Durig was City Manager of the city of Forest Grove, Oregon, for eight years. Background information is attached for your review.

It was agreed to enter into an employment contract with Mr. Durig. The proposed contract is considered mutually beneficial in securing employment for the employee and in retaining the employee's services for Metro. Such an agreement supersedes Metro Personnel Rules and following is a synopsis of the pertinent terms of the contract:

Salary: \$46,000

Merit Increase: Not provided in the agreement; subject to contract negotiation and Council approval.

COLA: In accordance with budget.

Term of Employment: Starting date is August 30, 1982, for a term of two years with automatic extension for one year increments unless sixty days written notice is given prior to expiration.

Termination/Severance Pay: Metro to pay three months salary plus six months health and dental coverage. If employee resigns, he must give three months' notice.

Benefits: These are the same as for other Metro employees with following exceptions:

Medical/Dental: Metro is reimburse employee for continued coverage under prior health and dental plan for a period of six months. Please refer to information under "Budget Impact."

Retirement: Contribution to be made to International City Managers Association.

Vacation: Will accrue at rate of five hours per pay period or three weeks per year.

Sick Leave: Credit of 30 days upon date of employment.

Outside Activities: Yes, as long as they do not affect work performance.

- B. **ALTERNATIVES CONSIDERED:** Dan Durig has been selected for the position of Solid Waste Director after a nationwide search and a thorough interview process. Recruitment for

the position was accomplished through ads placed in eight national publications, plus The Oregonian and Wall Street Journal, as well as contacts with government and private business sources. Over 75 applications were screened by a private consultant hired to assist Metro in the selection process. The consultant personally interviewed candidates throughout the United States and presented the Executive Officer with eight finalists for consideration. Three were selected for the full interview process which included meetings with Councilors Banzer, Burton and Deines; John McIntyre, Director of Public Works and Environmental Services, Clackamas County; John Lang, Director Public Works, City of Portland; John Trout, Head of Teamsters Local 281, as well as with the Executive Officer and staff. Dan Durig was the Executive Officer's top choice following this process. He possesses exceptional management abilities and a project management background, skills which were considered essential for the Solid Waste Director.

- C. CONCLUSION: Recommend Council approval of Resolution which will authorize employment contract for Solid Waste Director, set the rate of compensation and approve Dan Durig for this position.

RG/gl  
6534B/283  
8/9/82

Attachments: Contract with attached Job Description  
Resume Summary  
Resolution

GENERAL STATEMENT OF DUTIES:

Performs administrative and supervisory work in the direction of all functions of the Solid Waste Department.

SUPERVISION RECEIVED:

This is an administrative position and works under the general direction of the Executive Officer who reviews work for conformance to policy and assignments.

SUPERVISION EXERCISED:

Exercises full supervision over assigned personnel, construction contractors and operating contractors of the Solid Waste Department.

EXAMPLES OF PRINCIPAL DUTIES:

An employee in this classification may perform any of the following duties. However, these examples do not include all the specific tasks which an employee may be expected to perform.

1. Plans, organizes and directs all activities of the Solid Waste Department. Negotiates and enforces all contracts for the construction, operation and maintenance of the Department programs.
2. Establishes organizational operating procedures and standards; determines kind and amount of personnel and equipment required for various functions within the Department. Coordinates activities with other departments within Metro as well as outside agencies, vendors and consultants.
3. Analyzes and interprets cost estimates, work records and operating procedures. Recommends to the appropriate supervisor changes as indicated.
4. Works with the bond underwriters, sets up systems for bonds, grants and reserves. Prepares contract payment schedules. Develops financial plans to provide the most favorable impact on Metro. Project long-term financing and user fees. Prepares financial statements for bond issues and obtains bond rating.
5. Prepares budget recommendations and maintains budget control records; selects personnel within Solid Waste operation; prepares progress reports as required; supervises the requisitioning of supplies and materials.

6. Meets with other agencies and public organizations representing Metro and on occasion speaking to organizations and groups about Metro and the Solid Waste programs. Preparing information to be released to the public through the media.
7. Performs any related duties as necessary or assigned.

RECRUITING REQUIREMENTS:  
KNOWLEDGE, SKILL, ABILITY

Working knowledge of equipment and processes used in recycling facilities and steam generation. Ability: to read blueprints and interpret contracts; to plan and coordinate large scale construction projects and plant operations; to understand the effectively utilize information from cost, productivity, legal, manpower utilization and other management information reports; to recognize need for and institute change; to establish and maintain effective working relationships with the public, contractors and other employees.

EXPERIENCE AND TRAINING:

Requires a Bachelor's degree from a recognized University or college in engineering, business administration, public administration or a closely related field and a minimum of five years demonstrated experience involving planning, financing, organizing, staffing and directing large scale projects. Prefer experience in the Solid Waste Recovery field. This should include at least two years of direct supervisory experience in budget planning and control and operation analysis of large scale construction projects.

SW/srb  
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