

## RESOLUTION NO. 2025-37

A Resolution authorizing an amendment to the City Manager's employment agreement incorporating terms for separation from City employment.

### RECITALS:

**Whereas**, on June 2, 2025, City Manager Jeff Towery provided notice of his intended resignation on September 2, 2025; and

**Whereas**, the City Council, desiring to transition more quickly from City Manager Towery's employment to new management, requested that City Manager Towery consider terms for an earlier separation; and

**Whereas**, City Manager Towery agreed to the offered terms; and

**Whereas**, the City wishes to thank City Manager Towery for his years of service to this body and this community and wish him well as he faces new opportunities.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, as follows:**

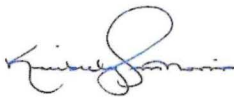
1. That the Mayor is authorized to execute the attached Third Amendment and Separation Agreement to City Manager's Employment Agreement.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of July, 2025, by the following votes:

Ayes: Cunningham, Tucholsky, Chenoweth, Geary, Peralta

Nays: \_\_\_\_\_

Approved this 8th day of July 2025.

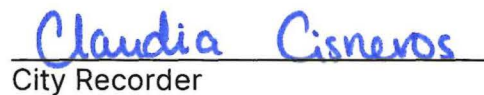


\_\_\_\_\_  
MAYOR

Approved as to form:

  
\_\_\_\_\_  
City Attorney

Attest:

  
\_\_\_\_\_  
City Recorder

### EXHIBITS:

- A. Third Amendment and Separation Agreement to City Manager Employment Agreement

**CITY OF McMINNVILLE  
THIRD AMENDMENT AND SEPARATION AGREEMENT  
TO EMPLOYMENT AGREEMENT**

This Third Amendment and Separation Agreement to Employment Agreement (“Separation Agreement”) is effective the 9<sup>th</sup> day of July 2025 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and Jeffrey Towery (“City Manager”), upon the terms and conditions set forth below.

**RECITALS**

WHEREAS, the City entered into an Employment Agreement (“Agreement”) with City Manager on February 14, 2017; and

WHEREAS, the City and City Manager executed an amendment to the Agreement on June 26, 2018 (“First Amendment”); and

WHEREAS, the City and City Manager executed another amendment to the Agreement on October 27, 2021 (“Second Amendment”); and

WHEREAS, now, under the terms of the Agreement, City Manager has provided 90 days notice of an anticipated “termination without cause by the City Manager,” anticipating a termination date of September 2, 2025; and

WHEREAS, the City and City Manager have come to terms agreeable to effectuate an earlier termination of the Agreement;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

The Agreement is amended as follows:

Notwithstanding the terms of Section III.(B) of the Agreement, the City and City Manager have agreed to an earlier separation based on the following terms:

1. City Manager’s job duties will terminate after July 16, 2025. City Manager will remain employed by the City and on paid leave with no job duties until a final date of employment of August 1, 2025.
2. The City will pay, in a lump sum upon termination of employment, the equivalent of the City Manager’s salary as though through September 2, 2025.
3. Monetizable benefits will be accounted as though accruing through September 2, 2025, and paid out as follows:

- a. Unused vacation days: in a lump sum upon termination of employment.
  - b. Retirement contributions: to be disbursed directly to designated retirement account.
4. The City will pay COBRA costs for coverage of one person through December 31, 2025.

All of the other terms and conditions of the Agreement, First Amendment, and Second Amendment shall remain in full force and effect.

The City Manager and the City hereby agree to all provisions of this Separation Agreement.

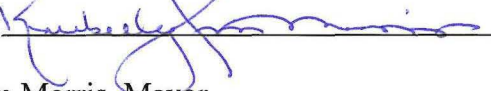
**CITY MANAGER:**

JEFFREY TOWERY


By:   
Print Name: Jeffrey Towery

**CITY:**

CITY OF McMinnville

By:   
Kim Morris, Mayor

**APPROVED AS TO FORM:**

  
David Ligtenberg, City Attorney  
City of McMinnville, Oregon