



DAYTON CITY COUNCIL
REGULAR MEETING

111 S. 1st St

HYBRID MEETING - In Person & Zoom

August 8, 2023
6:00 p.m.

AMENDED PRELIMINARY AGENDA

A. Call to order

1. Roll call
2. Pledge of Allegiance

B. Approval of agenda

1. ACTION: Consider authorizing 08/08/2023 City Council Agenda as presented

C. Public Comment

D. Belinda Larsen – Chamber of Commerce

E. Sheriff Joe Helm – Columbia County Sheriff's Department

F. Tina Bobbitt – Columbia County Emergency Management Director

G. Ryan Rundell - Columbia County Board of Commissioners

H. Consent Agenda - Action

1. Approval of July 11, 2023, Regular Council Meeting Minutes -
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of = **\$ 927900.91**
Voucher #'s 55585-55603, 55621, 55627-55647, 55673, Delete Me, 55675
June Voucher #'s 55666, 55674, 55676
Approval of Payroll Voucher Warrants for July 2023 = **\$ 110079.09**
Voucher #'s 55604-55620, 55622-55626, 55648-55665, 55667-55672

I. Items for Council Consideration/Action

1. **Recommended Action** – Consider Authorizing Resolution No. 1517, Authorizing an Employment Agreement between the City of Dayton and Debra M. Hays
2. **Recommended Action** – Consider Authorizing Resolution No. 1518, Authorizing an Employment Agreement between the City of Dayton and Ryan Paulson
3. **Recommended Action** – Consider Authorizing Resolution No. 1519, Authorizing an Employment Agreement between the City of Dayton and Eddie Strickland
4. **Recommended Action** – Consider Authorizing Resolution No. 1520, Authorizing an Employment Agreement between the City of Dayton and Misty Yost

J. Mayor Reports/Comments

K. Standing Committee Reports/Comments

L. Department Reports

M. Unfinished Business

N. New Business

O. Final Public Comment

P. Adjournment

- *Next City Council meeting is scheduled for September 12, 2023*

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

Topic: Dayton Regular City Council Meeting

Time: August 8, 2023 @ 6:00 pm – VIA ZOOM

Join Zoom Meeting

<https://us02web.zoom.us/j/3561226503>

Meeting ID: 356 122 6503

One tap mobile

+12532158782,,3561226503# US (Tacoma)

DAYTON CITY COUNCIL MINUTES

Regular Meeting

Tuesday July 11, 2023

HYBRID MEETING

ZOOM AND IN-PERSON MEETING

Dayton, Washington 99328

CALL TO ORDER:

A. Call to order

Mayor Weatherford calls the meeting to order at approximately 6:00 p.m.

Roll Call: Present: Councilmembers: Teeny McMunn, Dain Nysoe, Kyle Anderson, Jim Su'euga, Shannon McMillen, Laura Aukerman

Staff: Misty Yost – Deputy City Clerk, Ryan Paulson - Public Works Director

Pledge of Allegiance.

B. Approval of agenda

1. ACTION: Consider authorizing 07/11/2023 City Council Agenda as presented:

Aukerman makes a motion authorizing 07/11/2023 City Council Agenda as presented. Su'euga seconds the motion. Agenda approved, unanimously.

C. Public Comment – No Public Comment.

D. Sheriff Joe Helm - Columbia County Sheriff's Department – Helm updates the council with the monthly incident reports, upcoming events, the purchase of new cars and equipment.

E. Tina Bobbitt – Columbia County Emergency Management Director- Desi Lockard reports for Bobbitt. Lockard updates the council on the number of calls for inside the City and County for dispatch services. She also reminds everyone that July is Fire Safety Month.

F. Ryan Rundell – Columbia County Board of Commissioners- Rundell updates the council on public hearings held for the abolishment of the flood control district as well as the petition to put the Proposed pool district on the upcoming ballot. Both passed. Rundell also speaks in regard to the distribution of the funds left from the flood control district.

G. Consent Agenda - Action

1. Approval of June 13th, 2023, Regular City Council Meeting Minutes.
2. Approval of Claims Voucher Warrants as audited by the Finance Committee in the amount of **\$226,044.48**. Voucher #'s 55462, 55466-55490, 55511,55513-55541, 55572-55584.
3. Approval of Payroll Voucher Warrants for June 2023 in the amount of **\$114,161.34**.

Voucher #55491-55510, 55542-55571.

McMunn makes a motion to authorize the Consent Agenda. Nysoe seconds the motion. Motion carries unanimously.

Items for Council Consideration/Action.

1. **Public Hearing-** Annual Extension of the 6-year TIP 2

Mayor Weatherford Closes regular City Council meeting at 6:07 PM.

Public Hearing begins at 6:07 PM – Mayor Weatherford and Ryan Paulson Public Works Director explain the requirements and purpose of the 6–year Transportation Improvement Program. Council discusses.

Mayor Weatherford Closes Public Hearing at 6:16 PM. The City Council meeting resumes at 6:17 PM.

2. **Recommended Action-**, – Consider Authorizing Resolution No. 1516 – Authorizing the Mayor to accept the recommendation from the Transportation Committee and Public Works Director Ryan Paulson to accept the new 6-year Transportation Improvement Program 2023-2028 document for the City of Dayton. *Aukerman makes a motion authorizing the mayor to accept the recommendation from the Transportation Committee and Public Works Director Ryan Paulson to accept the new 6-year Transportation Improvement Program 2023-2025 document for the City of Dayton. Su'euga second the motion. Motion passes, unanimously.*

3. **Interview for the vacant City Council position #7 – Mayor Weatherford interviews 3 candidates for vacant City Council position #7. Mike Smith, Regina Weldert, Joann Patras.**

H. **Adjourn for Executive Session – Executive Session begins at 6:29 PM**

I. **Resume Regular Meeting – Regular City Council meeting resumes at 6:46. Jim Su'euga nominates Mike Smith to be appointed to the #7 City Council position. McMunn seconds the motion. Motion passes 5 to 1 with Aukerman voting nay.**

J. **Mayor Reports/Comments – Mayor Weatherford updates council on monthly check in meeting on the progress of Wastewater Treatment Plant Project. Mayor Weatherford also speaks of meeting with the Port of Columbia regarding the use of the railway right-of-way for the new sewer plant project. Council questions Weatherford regarding the easement with the Port and the timeline of the project. Weatherford responds.**

K. **Standing Committee Reports/Comments**

Public Safety – Kyle Anderson - No report.

Public Works -Jim Su'euga –No report.

Finance Committee -Dain Nysoe - No report.

Parks and Grounds –Vacant – No report.

Planning and Community Development – Teeny McMunn – McMunn updates the council on permits issued inside the City as well as meetings that she has attended. Council questions and comments on the need to advertise for open positions on the Affordable Housing Commission. Mayor Weatherford and Council agree that these positions need to be advertised.

Human Resources – Shannon McMillen– No report.

Transportation – Laura Aukerman – Committee met and discussed goals and approval of the 6-year TIP. Auckerman thanks Public Works Director Ryan Paulson for his work on the 6-year TIP Project.

Chamber –Teeny McMunn – No report.

L. **Department Reports**

Public Works Director – Ryan Paulson – Paulson asks Council to consider implementing or changing of City Codes regarding the Clean-up of debris from fireworks as well as defacing of city trees due to nails or screws being put into the trees for signage. Paulson also updates the council on the progress of the 3rd Street Projects as well as the fish weir project. Paulson updates the council on a co-op of public works projects with the County and repairs to waterlines at the Cemetery. He also reports on someone driving in the river and trespassing on city property. Paulson also updates the council on the status of one of the City Wells that is down and is in need of repair.

City Clerk Treasurer – Debra Hays – Misty Yost reports for Deb Hays. Yost updates council on the painting being done inside city hall as well as the shortage of staff due to vacations and training.

Planning – Clark Posey – Posey reports on code violation letters sent out for overhanging trees, overgrown lawns, etc. He also reads the code for violation regarding signage being placed on trees, electric poles, posts and other city property. He is looking into the problem and will address it as needed.

M. **Unfinished Business-** No unfinished business.

N. **New Business** – Council would like to have a workshop to address tax base growth and possible annexation of the urban growth area. Mayor Weatherford responds.

O. Final Public Comment- Darcy Beleny 112 Horse Show Ln., Dayton, WA 99328. Beleny addresses the council in relation to the problem with the signage being placed illegally and the verbiage in the code. She asks that verbiage be added to let the public know what can be done.

P. Adjournment

With no further business to come before the Council, the meeting is adjourned at 7:20 P.M.

Su'euga makes a motion to Adjourn the City Council meeting of July 11th, 2023,

Nysoe seconds the motion. Motion carries, unanimous.

Next regular City Council meeting is scheduled for 8/8/2023.

City of Dayton

By: Zac Weatherford

Attested:

Approved:

Date

Deb Hays, City Clerk Treasurer

Register

Fiscal: 2023
 Deposit Period: 2023 - July
 Check Period: 2023 - July - July-31, 2023 - July - July-13

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon				
Check	7270002352			
55585	Anderson Perry & Assoc	7/13/2023		\$14,700.00
55586	Backflow Management, Inc	7/13/2023		\$1,700.00
55587	Basin Disposal, Inc	7/13/2023		\$155.34
55588	Centurylink	7/13/2023		\$313.09
55589	City of Dayton	7/13/2023		\$7,271.44
55590	Col Co Treasurer	7/13/2023		\$57,933.21
55591	Col County Health System	7/13/2023		\$131.27
55592	Coleman Oil Company	7/13/2023		\$792.31
55593	Coleman Oil Company	7/13/2023		\$2,929.04
55594	Correct Equipment	7/13/2023		\$1,340.91
55595	Danika Hankins	7/13/2023		\$50.00
55596	Dayton Chronicle	7/13/2023		\$150.00
55597	John Guillotte	7/13/2023		\$131.27
55598	Kelly Connect	7/13/2023		\$134.52
55599	Kie Supply Corporation	7/13/2023		\$561.41
55600	Norm Thomas	7/13/2023		\$65.63
55601	One Call Concepts, Inc	7/13/2023		\$47.08
55602	Pacific Power	7/13/2023		\$20,630.11
55603	Pepsi Cola - Walla Walla	7/13/2023		\$118.37
55604	Tim Alznauer	7/13/2023		\$300.00
55605	WA State Treasurer	7/13/2023		\$1,286.43
55606	Alznauer, Timothy A	7/13/2023		\$1,798.40
55607	Fletcher, Lloyd	7/13/2023		\$1,786.05
55608	Hays, Debra M.	7/13/2023		\$2,528.05
55609	John, Rob	7/13/2023		\$564.36
55610	Lambert, Isaiah J	7/13/2023		\$1,270.72
55611	Moore, Duane E	7/13/2023		\$1,193.62
55612	Moton, Donald G.	7/13/2023		\$1,613.06
55613	Paulson, Ryan A	7/13/2023		\$2,470.55
55614	Posey, Clark A	7/13/2023		\$1,646.12
55615	Ramsey, Nathan D	7/13/2023		\$893.07
55616	Strickland, Eddie L	7/13/2023		\$1,532.84
55617	Sweetwood, David	7/13/2023		\$1,564.48
55618	Walker, Alan J	7/13/2023		\$2,166.59
55619	Westergreen, Connie	7/13/2023		\$1,603.51
55620	Yost, Misty	7/13/2023		\$1,647.11

Number	Name	Print Date	Clearing Date	Amount
55621	Humbert Asphalt, Inc.	7/17/2023		\$440,068.52
55622	Council No. 2	7/13/2023		\$408.28
55623	Dynamic Collectors, Inc.	7/13/2023		\$244.13
55624	Law Offices of Nelson & Kennard	7/13/2023		\$383.20
55625	Dept Of Revenue	7/20/2023		\$6,780.71
55626	WA State Employment Security	7/13/2023		\$1,257.52
55627	Anderson Perry & Assoc	7/24/2023		\$82,357.24
55628	Blue Mountain Septic	7/24/2023		\$350.00
55629	Centurylink	7/24/2023		\$64.30
55630	City Lumber & Coal Yard	7/24/2023		\$2,110.37
55631	Core & Main	7/24/2023		\$1,542.13
55632	Dayton Auto Repair	7/24/2023		\$176.49
55633	Dayton Chronicle	7/24/2023		\$54.00
55634	Dayton Tractor & Machine, Inc	7/24/2023		\$1,294.39
55635	Ferguson Waterworks #3156	7/24/2023		\$25.11
55636	Ferrellgas	7/24/2023		\$108.20
55637	Jamestown Networks	7/24/2023		\$497.99
55638	Menke Jackson Beyer &	7/24/2023		\$260.88
55639	Pape Machinery	7/24/2023		\$26.49
55640	The Times	7/24/2023		\$323.75
55641	U.S. Bank N.A. - Custody	7/24/2023		\$24.00
55642	Verizon Wireless	7/24/2023		\$171.22
55643	Vision Municipal Solutions	7/24/2023		\$1,776.62
55644	Vision Municipal Solutions	7/24/2023		\$325.18
55645	Vision Municipal Solutions	7/24/2023		\$1,248.56
55646	Walla Walla Regional Water	7/24/2023		\$210.00
55647	Zac Weatherford	7/24/2023		\$40.00
55648	Alznauer, Timothy A	7/31/2023		\$1,482.14
55649	Aukerman, Laura U	7/31/2023		\$137.65
55650	Fletcher, Lloyd	7/31/2023		\$2,054.34
55651	Hays, Debra M.	7/31/2023		\$2,550.98
55652	Lambert, Isaiah J	7/31/2023		\$1,536.58
55653	McMunn, Eileen M	7/31/2023		\$137.65
55654	Moore, Duane E	7/31/2023		\$1,349.92
55655	Moton, Donald G.	7/31/2023		\$1,873.59
55656	Nysoe, Dain	7/31/2023		\$137.65
55657	Paulson, Ryan A	7/31/2023		\$2,489.47
55658	Posey, Clark A	7/31/2023		\$2,215.10
55659	Ramsey, Nathan D	7/31/2023		\$1,138.11
55660	Strickland, Eddie L	7/31/2023		\$1,939.52
55661	Sweetwood, David	7/31/2023		\$1,778.06
55662	Walker, Alan J	7/31/2023		\$2,155.15
55663	Weatherford, Zachary M	7/31/2023		\$861.50
55664	Westergreen, Connie	7/31/2023		\$1,632.66
55665	Yost, Misty	7/31/2023		\$1,666.94
55667	AFLAC Remittance Processing	7/31/2023		\$437.49

Number	Name	Print Date	Clearing Date	Amount
55668	AWC EMPLOYEE BENEFIT TRUST - PAYROLL	7/31/2023		\$18,355.84
55669	Dept of Retirement Systems	7/31/2023		\$9,877.78
55670	Dynamic Collectors, Inc.	7/31/2023		\$337.47
55671	Internal Revenue Service - U S Treasury	7/31/2023		\$17,785.70
55672	WSCCCE	7/31/2023		\$1,209.00
55673	Chamber Of Commerce	7/31/2023		\$4,857.75
55675	Invoice Cloud	7/31/2023		\$195.20
DELETED ME	WA State Employment Security	7/13/2023		\$278.95
	Total		Check	\$757,621.43
	Total		7270002352	\$757,621.43
	Grand Total			\$757,621.43

Register

Fiscal: 2023
Deposit Period: 2023 - June
Check Period: 2023 - June - June-29, 2023 - June - June-15

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon Check 55666	7270002352 Staples Credit Plan			
		6/28/2023	Total	\$350.08
			Check	\$350.08
			Total	\$350.08
			Grand Total	\$350.08

Register

Fiscal: 2023
Deposit Period: 2023 - June
Check Period: 2023 - June - June-29, 2023 - June - June-15

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon Check 55674	7270002352 Invoice Cloud			
		6/29/2023	Total	\$175.40
			Check	\$175.40
			Total	\$175.40
			Grand Total	\$175.40

Number	Name	Print Date	Clearing Date	Amount
Bank of Eastern Oregon Check 55676	7270002352 U.S. Bank Global Corporate Trust Services			
		6/1/2023	Total	\$279,833.09
			Check	\$279,833.09
			Total	\$279,833.09
			Grand Total	\$279,833.09

RESOLUTION NO. 1517

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH DEBRA M. HAYS FOR CONTINUED SERVICES AS CITY CLERK TREASURER FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Debra M. Hays has served the City since January 2, 2002, and currently serves as City Clerk Treasurer; and

WHEREAS, the City desires to continue to employ Debra M. Hays to serve as City Clerk Treasurer and said Debra M. Hays desires to continue with the City for the position of the same; and

WHEREAS, the City and Debra M. Hays wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Debra M. Hays, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2023.

CITY OF DAYTON

Zac Weatherford, Mayor

Attested by:

Misty Yost, Deputy City Clerk

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1517

City of Dayton
City Clerk Treasurer
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2023, between the City of Dayton, hereinafter referred to as "Employer" and Debra M. Hays, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, Debra M. Hays has served the City since January 2, 2002, and currently serves as City Clerk Treasurer, and

WHEREAS, the City desires to continue to employ Debra M. Hays to serve as City Clerk Treasurer and said Debra M. Hays desires to continue with the City in the position of City Clerk Treasurer; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a six (6) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may be renewed at the discretion of either party at any time.

Section 2: Duties and Authority.

The Employee shall operate within the statutory authority of strong Mayor- Council form of government, as set forth in RCW Chapter 35A.12. The Employee shall be responsible for executing the policies of the City established by the City Council in its ordinances, motions, and resolutions, and/or as assigned from time to time by the Mayor as provided in Chapter 1-4A of Dayton Municipal Code. The Employee shall perform all duties described in the position description, if any for the City Clerk Treasurer.

Section 3: Compensation.

- A. Base Salary.** Employees' salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost of Living Adjustment (COLA) granted to other regular full-time non-represented City employees starting in the year 2024.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established and in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee by a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular full-time non-represented City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain her existing vacation and sick leave schedule and in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time non-represented City employees as provided

in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the AWC, IACC, GFOA, WMCA, ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member.
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the Mayor for any reason or for no reason at all. In the event the Employee is terminated during the six (6) year term of this Agreement for any reason than for "cause", as defined in Section 8.C of this Agreement, The Employer will be responsible for paying the Employee's compensation, as determined pursuant to Section 3 of this Agreement, for a period of six (6) months, from the effective date of termination. The Employee will be entitled to continue health insurance coverage for up to 6 months equivalent to coverage at time of termination, excluding life and dental insurance and disability benefits, as described in Section 4 of this Agreement, subsequent to the effective date of termination. For the purpose of this Agreement, termination shall occur upon any of the following actions:
- B. Termination by the Employee.** The Employee may terminate her employment with her Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five days (45) notice, but not less than thirty (30) days' notice of her intent to terminate her employment, unless both parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**

1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:
 - a. that are supported by substantial evidence; and
 - b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the Mayor, shall constitute "cause".

2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
 - a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances.
 - b. Violation of a lawful duty.
 - c. Insubordination.
 - d. Conviction of a felony or misdemeanor involving moral turpitude.
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the city; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.

3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
 - a. Prior to termination, the Employer shall notify the Employee of the reason(s) she is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed decision in light of the Employee's response.

Section 9: Employee Evaluations.

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours to business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt", and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work

hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the city.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City Dayton Employee Handbook, as currently adopted, and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of her duties during her employment as City Clerk Treasurer. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of her employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that her position is a managerial position and acknowledges that she will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. **Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. **No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. **Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for

any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.

- E. **Assignment.** This Agreement is for the services of a specific individual chosen for her unique qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- F. **Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.
- G. **Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be in Columbia County, Washington.
- H. **Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.
- I. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of

_____, 2023.

CITY OF DAYTON

EMPLOYEE

Zac Weatherford, Mayor

Debra M. Hays

Attested by:

Misty Yost, Deputy City Clerk

Approved as to form:

Quinn Plant, City Attorney

RESOLUTION NO. 1518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH RYAN PAULSON FOR CONTINUED SERVICES AS PUBLIC WORKS DIRECTOR FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Ryan Paulson has served the City since December 15, 2021, and currently serves as Public Works Director; and

WHEREAS, the City desires to continue to employ Ryan Paulson to serve as Public Works Director and said Ryan Paulson desires to continue with the City in the position of Public Works Director of the City of Dayton; and

WHEREAS, the City and Ryan Paulson wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Ryan Paulson, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2023.

CITY OF DAYTON

Zac Weatherford, Mayor

Attested by:

Debra M Hays City Clerk-Treasurer

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1518

City of Dayton
Public Works Director
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2023, between the City of Dayton, hereinafter referred to as "Employer" and Ryan Paulson, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, Ryan Paulson has served the City since December 15, 2021, and currently serves as Public Works Director for the City, and

WHEREAS, the City desires to continue to employ Ryan Paulson to serve as Public Works Director and said Ryan Paulson desires to continue with the City for the position of Public Works Director for the City of Dayton; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. **Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. **Term of Agreement.** This Agreement contemplates a six (6) year term of employment commencing on the Effective Date.
- C. **Renewal.** This Agreement may be renewed at the discretion of either party at any time.

Section 2: Duties and Authority.

- A. The Employee shall perform all duties described in the position description, if any, and all for the Public Works Director. The Employee shall direct the activities of the Department of Public Works and its various divisions/services including, but not limited to water, sanitary sewer treatment and collection, parks and recreation, streets, alleys, sidewalks, and cemetery services and in accordance with federal, state, and local laws.

Section 3: Compensation.

- A. **Base Salary.** Employees' salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.

- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost of Living Adjustment (COLA) granted to other regular full-time non-represented City employees starting in the year 2024.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established and in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee by a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular non-represented full-time City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain his existing vacation and sick leave schedule and in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare.
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time non-represented City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:

1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the AWC, IACC, ICMA Annual Conferences, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member;
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the Mayor for any reason or for no reason at all. In the event the Employee is terminated during the six (6) year term of this Agreement for any reason than for "cause", as defined in Section 8.C of this Agreement, The Employer will be responsible for paying the Employee's compensation, as determined pursuant to Section 3 of this Agreement, for a period of six (6) months, from the effective date of termination. The Employee will be entitled to continue health insurance coverage for up to 6 months equivalent to coverage at time of termination, excluding life and dental insurance and disability benefits, as described in Section 4 of this Agreement, subsequent to the effective date of termination. For the purpose of this Agreement, termination shall occur upon any of the following actions:
- B. Termination by the Employee.** The Employee may terminate his employment with his Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of his intent to terminate his employment, unless both parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**
1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and

based on facts:

- a. that are supported by substantial evidence; an
 - b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the Mayor, shall constitute "cause".
2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
- a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances.
 - b. Violation of a lawful duty.
 - c. Insubordination.
 - d. Conviction of a felony or misdemeanor involving moral turpitude.
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the City; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
- a. Prior to termination, the Employer shall notify the Employee of the reason(s) he is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed.

Section 9: Employee Evaluations.

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours to business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt," and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the city.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City Dayton Employee Handbook, as currently adopted, and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of his duties during his employment as Public Works Director. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that his position is a managerial position and acknowledges that he will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for his unique

qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- F. Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.

- G. Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be in Columbia County, Washington.

- H. Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.

- I. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2023.

CITY OF DAYTON

EMPLOYEE

Zac Weatherford, Mayor

Ryan Paulson

Attested by:

Debra M Hays, City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney

RESOLUTION NO. 1519

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH EDDIE STRICKLAND FOR CONTINUED SERVICES AS ASSISTANT PUBLIC WORKS DIRECTOR FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Eddie Strickland has served the City since August 1, 2016, and currently serves as Assistant Public Works Director; and

WHEREAS, the City desires to continue to employ Eddie Strickland to serve as Assistant Public Works Director and said Eddie Strickland desires to continue with the City in the position of Assistant Public Works Director of the City of Dayton; and

WHEREAS, the City and Eddie Strickland wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Eddie Strickland , in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2023.

CITY OF DAYTON

Zac Weatherford, Mayor

Attested by:

Debra M Hays City Clerk-Treasurer

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1519

City of Dayton
Assistant Public Works Director
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2023, between the City of Dayton, hereinafter referred to as "Employer" and Eddie Strickland, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, **Eddie Strickland** has served the City since August 1, 2016, and currently serves as Assistant Public Works Director for the City, and

WHEREAS, the City desires to continue to employ Eddie Strickland to serve as Assistant Public Works Director and said Eddie Strickland desires to continue with the City for the position of Assistant Public Works Director for the City of Dayton; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a six-year (6) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may be renewed at the discretion of either party at any time.

Section 2: Duties and Authority.

- A.** The Employee shall perform all duties described in the position description, if any, and all for the Assistant Public Works Director. The Employee shall assist in the direction of activities of the Department of Public Works Department under the direction of the Public Works Director and the various divisions/services including, but not limited to: water, sanitary sewer treatment and collection, parks and recreation, streets, alleys, sidewalks and cemetery services and in accordance with federal, state and local laws.

Section 3: Compensation.

- A. Base Salary.** Employees' salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.
- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost of Living Adjustment (COLA) granted to other regular full-time City employees starting in the year 2024.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee by a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular non-represented full-time City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain his existing vacation and sick leave schedule in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare.
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
1. Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
 2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer, including but not limited to the AWC, IACC, ICMA Annual Conferences, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which the Employee serves as a member;
 3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. General Expenses.** The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.
- C. Civic Organizations.** The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

- A. Termination by the City without cause.** Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the Mayor for any reason or for no reason at all. In the event the Employee is terminated during the six (6) year term of this Agreement for any reason than for "cause", as defined in Section 8.C of this Agreement, The Employer will be responsible for paying the Employee's compensation, as determined pursuant to Section 3 of this Agreement, for a period of six (6) months, from the effective date of termination. The Employee will be entitled to continue health insurance coverage for up to 6 months equivalent to coverage at time of termination, excluding life and dental insurance and disability benefits, as described in Section 4 of this Agreement, subsequent to the effective date of termination. For the purpose of this Agreement, termination shall occur upon any of the following actions:
- B. Termination by the Employee.** The Employee may terminate his employment with his Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of his intent to terminate his employment, unless both parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- C. Termination for Cause.**
1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or

reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:

- a. that are supported by substantial evidence; an
 - b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the Mayor, shall constitute "cause".
2. The following are additional examples of the types of conduct that may constitute "cause" and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":
- a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances.
 - b. Violation of a lawful duty.
 - c. Insubordination.
 - d. Conviction of a felony or misdemeanor involving moral turpitude.
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the City; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
- a. Prior to termination, the Employer shall notify the Employee of the reason(s) he is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed.

Section 9: Employee Evaluations.

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours to business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt", and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the city.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City Dayton Employee Handbook, as currently adopted, and as amended from time to time, unless they conflict with this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of his duties during his employment as Public Works Director. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that his position is a managerial position and acknowledges that he will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for his unique qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

- F. Attorneys' Fees.** In the event of mediation, arbitration, or litigation between the parties arising out of or in any way related to any term set forth in this Agreement, each party shall pay all of its own attorney's fees, costs, and expenses.
- G. Governing Law and Venue.** This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington. The venue for any dispute related to this Agreement shall be in Columbia County, Washington.
- H. Independent Counsel.** The Employee acknowledges that the drafter of this Agreement is the Employer's legal representative to whom the Employee does not look to for any legal counseling or legal advice with regard to this transaction. The Employee further acknowledges that he/she has been advised to consult with independent legal counsel and has had an opportunity to do so. By signing this Agreement, the Employee acknowledges that he/she has consulted with independent legal counsel of his/her choice or has knowingly waived the right to do so. There shall be no presumption of draftsmanship in favor of or implied against any party hereto.
- I. Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2023.

CITY OF DAYTON

EMPLOYEE

Zac Weatherford, Mayor

Eddie Strickland

Attested by:

Debra M Hays, City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney

RESOLUTION NO. 1520

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH MISTY YOST FOR CONTINUED SERVICES AS DEPUTY CITY CLERK FOR THE CITY OF DAYTON.

WHEREAS, the City Council of the City of Dayton has been duly elected and is authorized to enter into contracts pursuant to RCW 35A.12.190; and

WHEREAS, Misty Yost has served the City since July 7, 2022, and currently serves as Deputy City Clerk; and

WHEREAS, the City desires to continue to employ Misty Yost to serve as Deputy City Clerk and said Misty Yost desires to continue with the City for the position of the same; and

WHEREAS, the City and Misty Yost wish to establish terms and conditions under which the employment relationship will continue; and

WHEREAS, an employment agreement has been prepared in the form attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. The employment agreement between the City of Dayton and Misty Yost, in the form attached hereto as Exhibit "A" is hereby authorized and approved.

Section 2. The Mayor is hereby authorized to execute the employment agreement on behalf of the City of Dayton. The Mayor and his designee(s) are hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 3. This resolution shall take effect and be in full force upon passage and signatures hereon.

Approved and signed this _____ day of _____, 2023.

CITY OF DAYTON

Zac Weatherford, Mayor

Attested by:

Debra M Hays City Clerk Treasurer

Approved as to Form:

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1520

City of Dayton
Deputy City Clerk
Employment Agreement

THIS AGREEMENT is made this _____ day of _____, 2023, between the City of Dayton, hereinafter referred to as "Employer" and Misty Yost, hereinafter referred to as "Employee".

WHEREAS, the City of Dayton is organized as a municipality under the Revised Code of Washington (RCW 35A.12) as a non-charter, code city, Mayor/Council form of government, and

WHEREAS, Misty Yost has served the City since July 7, 2022, and currently serves as Deputy City Clerk, and

WHEREAS, the City desires to continue to employ Misty Yost to serve as Deputy City Clerk and said Misty Yost desires to continue with the City in the position of Deputy City Clerk; and

WHEREAS, the purpose of this Agreement is to establish terms and conditions under which the relationship will continue; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Employer and the Employee do hereby agree as follows.

AGREEMENT

Section 1: Term.

- A. Effective Date.** This Agreement shall become effective on the date executed by both parties.
- B. Term of Agreement.** This Agreement contemplates a six (6) year term of employment commencing on the Effective Date.
- C. Renewal.** This Agreement may be renewed at the discretion of either party at any time.

Section 2: Duties and Authority.

The Employee shall operate within the statutory authority of strong Mayor- Council form of government, as set forth in RCW Chapter 35A.12. The Employee shall be responsible for assisting the City Clerk Treasurer in executing the policies of the City established by the City Council in its ordinances, motions, and resolutions, and/or as assigned from time to time by the Mayor as provided in Chapter 1-4A of Dayton Municipal Code. The Employee shall perform all duties described in the position description, if any, and all for the Deputy City Clerk.

Section 3: Compensation.

- A. Base Salary.** Employees' salary shall be set and paid in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees. Employee shall be considered for future salary adjustments, all in accordance with the salary increase schedule for other non-represented City employees.

- B. COLA.** The Employer agrees to increase the Employee's compensation each year by the same Cost of Living Adjustment (COLA) granted to other regular full-time non-represented City employees starting in the year 2024.
- C. Merit Program.** The Employee is eligible to participate in the Employer's Merit Award Program as established and in accordance with the City of Dayton Personnel Policies and Procedures, so long as that program remains in effect and as provided.
- D. Salary Reduction.** The Employer agrees not to reduce the salary or other financial benefits paid to the Employee by a percentage greater than any reduction applicable to all City employees.
- E. Automatic Amendment.** This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the City of Dayton Personnel Policies and Procedures manual.
- F. Longevity.** The Employer shall pay longevity pay in accordance with the City of Dayton Personnel Policies and Procedures manual.

Section 4: Health, Life Insurance and Disability Benefits

- A. Medical/Dental/Vision.** The Employer agrees to provide and to pay the premiums for medical, dental, and vision insurance for the Employee and his/her dependents for coverage levels equal to that which is provided to all other regular full-time City employees.
- B. Life/Disability.** The Employer agrees to provide Employee with the same life, disability, and other insurance policies provided to, or as may be provided to, all other regular full-time non-represented City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A.** Employee shall maintain her existing vacation and sick leave schedule and in accordance with the City of Dayton Policies and Procedures for other regular non-represented full-time employees of the City.
- B. Recognized Holidays.** The Employee shall receive the same paid recognized City holidays as all other regular non-represented full-time City employees.

Section 6: Retirement, Deferred Compensation, and Miscellaneous Financial Benefits

- A. Retirement Plan. Retirement Plan.** The Employer agrees to continue to contribute to the state employee retirement plan (PERS) and Social Security/Medicare
- B. Additional Benefits.** The Employee is entitled to receive any and all other financial benefits that currently are or may be offered to regular full-time non-represented City employees as provided in the City of Dayton Personnel Policies and Procedures manual.

Section 7: General Business Expenses

- A. Professional Organizations and Development.** Subject to sufficient budget resources, the Employer agrees to budget for and to pay for the following:
 - 1.** Professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary

and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

2. Travel and subsistence expenses of the Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of the Employee and to pursue necessary official functions for the Employer.
3. Travel and subsistence expenses of the Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

B. General Expenses. The Employer recognizes that certain expenses of a work-related nature may be incurred by the Employee and agrees to reimburse or to pay said work-related expenses in the same manner as other City employees in accordance with City of Dayton Personnel Policies and Procedures.

C. Civic Organizations. The Employer acknowledges the value of having the Employee participate and be directly involved in local civic clubs or organizations. Accordingly, the Employer shall pay for the reasonable membership fees, meals, and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

Section 8: Termination

A. Termination by the City without cause. Consistent with RCW 35A.12.090, the Employee may be terminated from employment with the Employer by the Mayor for any reason or for no reason at all. In the event the Employee is terminated during the six (6) year term of this Agreement for any reason than for "cause", as defined in Section 8.C of this Agreement, The Employer will be responsible for paying the Employee's compensation, as determined pursuant to Section 3 of this Agreement, for a period of six (6) months, from the effective date of termination. The Employee will be entitled to continue health insurance coverage for up to 6 months equivalent to coverage at time of termination, excluding life and dental insurance and disability benefits, as described in Section 4 of this Agreement, subsequent to the effective date of termination. For the purpose of this Agreement, termination shall occur upon any of the following actions:

B. Termination by the Employee. The Employee may terminate her employment with her Employer through voluntary resignation. The Employee shall endeavor to provide at least forty-five (45) days' notice, but not less than thirty (30) days' notice of her intent to terminate her employment, unless both parties agree otherwise. The Employer may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.

C. Termination for Cause.

1. The Employee may be terminated for "cause" if the Employer has a fair and honest cause or reason to terminate the Employee regulated by good faith on the part of the Employer and based on facts:
 - a. that are supported by substantial evidence; and
 - b. that are not based upon any arbitrary, capricious, or illegal reason. Acts, errors, or omissions that discredit the City, or materially impair the provision of orderly services to the citizens of the City, as determined by the Mayor, shall constitute "cause".
2. The following are additional examples of the types of conduct that may constitute "cause"

and result in termination for cause-this list is not exhaustive nor is it intended to identify all possible bases for termination for "cause":

- a. Consumption or possession of alcohol, illegal drugs, or controlled substances on the job, or arriving at work under the influence of alcohol, illegal drugs, or controlled substances.
 - b. Violation of a lawful duty.
 - c. Insubordination.
 - d. Conviction of a felony or misdemeanor involving moral turpitude.
 - e. Acceptance of fees, gratuities, or other valuable items in the performance of the Employee's official duties for the city; or
 - f. Engaging in any transaction or activity that is in conflict with or incompatible with the proper discharge of official duties.
3. The procedure for implementing termination for cause shall be in accordance with the principles of due process as hereafter set forth:
- a. Prior to termination, the Employer shall notify the Employee of the reason(s) she is being terminated for cause and provide the Employee with an opportunity to respond prior to any final action being taken. Said response may be oral, in writing, or both oral and written.
 - b. The purpose of the foregoing procedure is to permit the Employee to intelligently respond to the reason(s) for termination for cause before a decision is irreversibly made, thus providing the Employer with an opportunity to re-evaluate the proposed decision in light of the Employee's response.

Section 9: Employee Evaluations.

The Mayor shall review and evaluate the performance of the Employee in accordance with the City of Dayton Personnel Policies and Procedures for other non-represented full-time City employees.

Section 10: Hours of Work.

It is recognized that the Employee must devote time outside normal office hours to business for the Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule. As a guideline, as a minimum the Employer expects approximately forty (40) hours of service per week. The Employee's classification is "Exempt," and this position is not covered by the FLSA or eligible for overtime compensation. However, because the Employee must also devote considerable professional time outside of normal office hours, the Employer agrees that the Employee will be allowed to take time off during normal work hours in exchange for professional time devoted outside of normal office hours, provided such time off is not disruptive to the needs of the city.

Section 11: Compliance with Laws and the City Employee Handbook

In performing the services contemplated by this Agreement, the Employee shall faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this Agreement. The Employee shall also abide by the Employer's policies and procedures as outlined in the City Dayton Employee Handbook, as currently adopted, and as amended from time to time, unless they conflict with

this Agreement, in which case this Agreement shall prevail.

Section 12: Discrimination Prohibited

With regard to the work performed by the Employee under this Agreement, the Employee shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, marital status, sexual orientation, or the presence of any physical, sensory, or mental disability in any aspect of the Employee's work including, but not limited to, the selection and retention of employees, procurement of materials or supplies, or the letting of contracts.

Section 13: Indemnification and Professional Liability Insurance

The Employer agrees to indemnify, insure, and hold harmless, including separate legal counsel if the Employer cannot represent the Employee, for any and all civil legal actions brought against the Employee arising from the lawful discharge of her duties during her employment as City Clerk Treasurer. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of her employment.

Section 14: Bonding

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 15: Confidentiality.

The Employee agrees that her position is a managerial position and acknowledges that she will occupy a position of confidentiality involving personnel and legal matters.

Section 16: General Provisions

- A. Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter of this Agreement and supersedes and replaces any prior written or oral agreements or understandings between the parties.
- B. Amendments.** The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- C. No Waiver.** The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.
- D. Severability.** If any term of this Agreement is held to be illegal, void, or unenforceable for any reason, in full or in part, such holding shall not affect the validity and enforceability of any remaining provisions of this Agreement and said remaining provisions shall be deemed to be in full force and effect.
- E. Assignment.** This Agreement is for the services of a specific individual chosen for her unique qualifications and is not assignable. Subject to the foregoing, payments due shall inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
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IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____, 2023.

CITY OF DAYTON

EMPLOYEE

Zac Weatherford, Mayor

Misty Yost

Attested by:

Debra M Hays City Clerk Treasurer

Approved as to form:

Quinn Plant, City Attorney