

RESOLUTION NO. 1390

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH MEAGAN J. BAILEY FOR SERVICES AS THE PLANNING AND COMMUNITY DEVELOPMENT 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, the City has offered to employ Meagan J. Bailey in the position of Director of Planning and Community Development and Meagan J. Bailey has accepted employment with the City in the position of Director of Planning and Community Development; and

WHEREAS, the City and Meagan J. Bailey wish to establish terms and conditions governing the employment relationship; 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 Meagan J. Bailey, 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 27TH day of AUGUST, 2019.

CITY OF DAYTON


Zac Weatherford, Mayor

Attested/Authenticated by:


Trina D. Cole, City Administrator

Approved as to Form: Deputy City Clerk

Quinn Plant, City Attorney

Exhibit "A"
Resolution No. 1390

City of Dayton
Planning and Community Development Director
Employment Agreement

THIS AGREEMENT is made this 27TH day of AUGUST, 2019, between the City of Dayton, hereinafter referred to as "Employer" and Meagan J. Bailey, 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, Meagan Employee has been offered and has accepted employment as Director of Planning and Community Development for the City of Dayton, and

WHEREAS, the purpose of this Agreement is to establish terms and conditions governing the employment relationship between the Employer and Employee; 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 three (3) year term of employment commencing on the Effective Date.
- C. **Renewal.** This Agreement may not be renewed.

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. The Employee shall perform all duties described in the position description, if any, for the Planning and Community Development Director.

Section 3: Compensation.

- A. **Base Salary.** Employee's salary shall be set in accordance with the Salary Schedule established by Resolution No. 1382 and as attached hereto in Exhibit "A" 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 2019.
- 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 in 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 City employees.

Section 5: Vacation Leave, Sick Leave and Holidays

- A. Employee shall maintain her 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, with the exception that the Employee may begin using accrued vacation and sick leave on the effective date of this agreement
- 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 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 NORFMA Annual Conference, the Planning Association of Washington, 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 three (3) 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 three months from the effective date of termination. The Employee shall not be entitled to health, life insurance and disability benefits, as described in Section 4 of this Agreement, subsequent to the effective date of termination.
- B. Termination by the Employee.** The Employee may terminate her employment with the 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) he/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.
4. Upon termination for cause under this Section, this Agreement shall be terminated and no further salary or benefits may be paid to the Employee.

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 on 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 of 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/her duties during his/her employment as City Manager. The Employer shall also provide professional liability insurance to cover actions taken by the Employee during the course and scope of his/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 his/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 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 27TH day of AUGUST, 2019.

CITY OF DAYTON

EMPLOYEE


Zac Weatherford, Mayor


Meagan J. Bailey

Attested/Authenticated by:


Trina Cole, City Administrator

CITY OF DAYTON



Adopted by Resolution No. 1386 on July 10, 2019.

JOB TITLE: Director of Planning and Community Development
CLASS: Exempt
REPORTS TO: City Administrator
POSITION DESIGNATION: Full-time, 40 hours per week
APPOINTMENT STATUS: Regular

BASIC FUNCTIONS:

Highly skilled, creative, thoughtful, strategic thinking professional responsible for the operation of the City Planning and Community Development Department for a wide range of innovative planning and code compliance policy initiatives including researching, analyzing and drafting policy with broad implications to the City's Municipal Code and Comprehensive Plan; responding to planning policy initiatives by local municipalities, civic/non-profit groups, regional bodies and State agencies; researching and analyzing legislative initiatives at both the local and State level; assisting in project management, formulation and implementation of both current and long-range plans and other policy matters as directed by the City Administrator; and serving to bridge the gap between planning theory, policy creation and implementation.

REPRESENTATIVE DUTIES*:

- Develop and implement advanced, highly complex professional planning and code compliance activities associated with growth management, land use, redevelopment, housing, transportation and other plans and codes to meet the City's needs.
- Bring forward policy amendments to the Comprehensive Plan for consideration by the Planning Commission and City Council.
- Conducts planning studies to address relevant issues and standards and recommends updates/revisions of regulations and the requirements of the Comprehensive Plan.
- Recommends new and revised policies, codes, ordinances and regulations. Prepares draft ordinances and amendments to ordinances for Planning Commission, Historic Preservation Commission and/or City Council consideration.
- Researches information pertaining to best practices in land development issues.

- Review, analyze and bring forward innovative ideas and amendments to the Planning and Community Development Codes, Subdivision Regulations, City-wide development standards and other regulations impacting the development of land in Dayton to match best practices standards for each area and programs that support healthy, complete and resilient neighborhoods.
- Draft policies to implement and strengthen floodplain management and resiliency within Dayton.
- Provide planning and community development policy guidance to the City Council and other City and municipal staff in the preparation of legislation, regulations and other documents.
- Coordinate public outreach initiatives and community engagement. Proactively nurture public participation and grassroots consensus building in planning and code compliance.
- Facilitate sub-committees, working groups, design charrettes and visioning exercises.
- Network with local, regional, State and national partners to further the goals and objectives of the City of Dayton and update local policy to match best practices in a wide variety of subject areas.
- Process and manage development related applications submitted in accordance with the Comprehensive Plan and Dayton Municipal Codes, including, but not limited to, shoreline, zoning, conditional use, variances, rezones, and comprehensive plan amendments, site plans, subdivisions and short plats; prepare reports and recommendations; conduct public hearings before the City Planning Commission, Historic Preservation Commission and City Council.
- Perform research, analysis and undertake special studies, projects and initiatives as directed by the City Administrator.
- Coordinates planning efforts with consulting firms as requested or as recommended.
- Prepares and administers various grants related to Planning and Community Development activities.
- Review internal processes, policies and producers and make recommendations for improving work efficiency, quality of work and implementation of progressive planning principles and best practices.
- Performs a variety of routine office/administrative duties as required, which include but are not limited to preparing reports and correspondence, copying and filing documents, answering the telephone, attending meetings, etc.
- Interacts and communicates with various groups and individuals such as the immediate supervisor, co-workers, public works department, engineers, contractors, consultants, architects, Councilmembers, commission members, community/civic organizations and the general public.
- Operates a vehicle and a variety of equipment, which may include a computer, telephone, calculator, copier, etc.
- Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides adequate notice to higher management with respect to vacation time and leave requests.
- Attend night meetings, community events and committee meetings as directed and/or required.
- Prepares Department work programs and budgets

- Performs related duties as required.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- Principles and practices of urban planning, historic preservation, transportation planning, environment analysis and resource management, economic and community development and housing development; and, extensive knowledge of the philosophy as well as the legal precedence pertaining to all of these and other areas.
- Knowledge of the methods, procedures and policies of the City as they pertain to the performance of duties of the Planning & Community Development Department.
- Knowledge of the functions and interrelationships of the City and various governmental agencies.
- Knowledge of the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position.
- Knowledge of various disciplines related to urban planning; including demographics, land use development, economics/economic development, zoning, etc.
- Knowledge of codes and regulations governing permitting and code compliance activities.
- Knowledge of the theories and practices of engineering and architecture.
- Knowledge of proper English usage, punctuation, spelling and grammar.
- Knowledge of modern office practices and technology.
- Knowledge of the terminology and various professional languages used within the Department.

Ability to:

- Take the initiative to complete the duties of the position without the need of direct supervision.
- Plan, organize and prioritize daily assignments and work activities.
- Learn and utilize new skills and information to improve job performance and efficiency.
- Use a computer for word, data processing, graphic displays and cartography.
- Perform required mathematical calculations.
- Read and interpret complex materials pertaining to the responsibilities of the job.
- Assemble and analyze information and prepare reports and records in a concise, clear and effective manner.
- Maintain effective relationships with co-workers, personnel in other departments, professionals and members of the public through contact and cooperation.
- React calmly and quickly in emergency situations.
- Exercise judgment and discretion in legal determinations affecting land use and zoning
- Communicate effectively, both orally and in writing.
- Work comfortably and effectively with citizen advisory commissions, elected officials, and ad-hoc citizen groups in a conference environment as well as in public assemblies and meetings.
- Practice good professional judgment.

- Interpret and apply applicable Federal, State, and local policies, codes, laws and regulations.
- Review and approve planning permits and applications or other matters within area of responsibility.
- Make effective oral presentations to large groups of individuals.

MINIMUM QUALIFICATIONS:

Education/Training:

- Equivalent to a bachelor's degree from an accredited college or university with major course work in public planning, geography, business or public administration or related field.

Experience:

- Three years of professional planning experience of a progressively responsible nature preferably within a municipal setting.

Other Requirements:

- Valid Washington Driver's License with satisfactory driving record, as defined by City policy.
- Proof of citizenship and/or eligibility to legally work in the United States.

Supervisory Responsibilities:

To be determined.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Environment:

Indoor and outdoor environment; a moderate amount of local traveling is involved in construction and site visits and facility and area tours. Consequently, the incumbent is exposed to occasional inclement weather and the normal transportation and construction activity such as high noise levels, moving vehicles and machines, dust and mud, and traversing of exposed and sometimes insecure walkways and platforms. May wear protective clothing and equipment such as helmet, gloves, goggles, and safety shoes. Official may be exposed to potentially hostile environments.

Physical:

Primary functions require sufficient physical ability and mobility to:

- Work in an office setting that may include sitting for prolonged periods of time;
- Operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard;
- Operate a vehicle to travel to various locations.
- Climb and walk over rough surfaces and loose material; and
- Stand, stoop, reach, bend, kneel, squat; lift and/or carry light to moderately heavy items.
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