

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER

**Special Meeting
Agenda
December 5, 2024
10:00 AM**



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

CITY COUNCIL
JOHN GLONDO
BETH WILLIAMS
JERRED WEIS
KEN RATLIFF
STEVEN COOK
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

 Receive city text alert notifications: text CLEELUM to 91896

DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. **Call to Order, Pledge of Allegiance, and Roll Call**
2. **Public Comment – Limited to 5 Minutes**
3. **Approval of Meeting Agenda**
4. **Executive Session RCW 42.30.110(1)(i)**
 - a. Pursuant to RCW 42.30.110(i): To discuss with legal counsel representing the agency litigation to which the agency is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.
5. **New Business**
 - a. Confirmation of Matthew Bailey as the New Public Works Director - Mayor Lundh
6. **Adjourn**

Upcoming Meetings:

Public Works & Community Development Committee Meeting: December 5, 2024 @ 12:00 p.m.

Lodging Tax & Events Committee Meeting: December 9, 2024 @ 8:30 a.m.

Regular Council Meeting: December 10, 2024 @ 6:00 p.m.

Public Safety & Health Committee Meeting: December 17, 2024 @ 1:00 p.m.

Historical Preservation Commission Meeting: December 17, 2024 @ 3:00 p.m.

Planning Commission Meeting: December 17, 2024 @ 6:00 p.m.

Coal Mines Trail Commission Meeting: January 6, 2025 @ 6:00 p.m.

General Government Committee Meeting: January 22, 2025 @ 8:30 a.m.

Special Meeting Agenda December 5, 2024

119 W FIRST STREET
CLE ELUM, WA 98922

**CITY OF CLE ELUM EMPLOYMENT AGREEMENT
[MATHEW BAILEY] – [PUBLIC WORKS DIRECTOR]**

THIS AGREEMENT is entered into by and between the CITY OF CLE ELUM, a municipal corporation, hereinafter referred to as “City”, and [MATHEW BAILEY], hereinafter referred to as “Employee”, and is effective this 16th day of December 2024.

WHEREAS, the City desires to employ the services of the Employee as the Public Works Director for the City of Cle Elum to perform the duties provided by Cle Elum City Code, the Revised Code of Washington, and such other duties as may be directed by the Mayor or designee; and

WHEREAS, it is the desire of the City to secure and retain the services of the Employee and provide inducement for Employee to remain in such employment and ensure Employee’s peace of mind consistent with City policies and the terms of this Agreement, while promoting high standards for ethical behavior; and

WHEREAS, the Employee desires to accept employment as the Public Works Director for the City of Cle Elum, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree as follows:

Section 1. Commencement of Employment. The City hereby agrees to employ Employee as the Public Works Director, and Employee hereby agrees to accept employment in accordance with the terms and provisions of this Agreement hereinafter set forth. Employee agrees to commence employment with the City as Public Works Director on December 16, 2024.

Section 2. Duties. Employee shall perform in good faith all duties and responsibilities of the Public Works Director as set forth in the job description (attachment “A”), as may be amended from time to time, the City’s Employee Handbook as currently enacted or hereafter amended, and other duties as may be assigned from time to time by the Mayor or designee. Employee shall devote their full time, energies, interests, and abilities to the performance of the duties and responsibilities of their position and shall not engage in any activities that conflict with or interfere with the performance of this Agreement.

Section 3. Term.

A. Employee shall be employed for an indefinite term at the discretion of the Mayor. Employee shall be considered an “at-will” employee of the City.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the City’s right to terminate this Agreement, with or without cause, at any time, subject only to the severance provisions set forth in Section 7(D) of this Agreement, applicable federal, state and local laws, and the City’s Employee Handbook. To the extent there is any conflict between the language of this Agreement and the Handbook, the language of this Agreement shall control.

Section 4. Salary. City agrees to pay Employee a salary of \$ 9,108 per Month which is Step 2 of the Employer’s Salary Schedule for non-represented employees, plus Longevity Pay as outlined in the employee handbook. Longevity Pay will commence at the start of the sixth year employed by the City of Cle Elum. The salary shall be paid in accordance with the normal and usual procedure for payment of wages to employees. Employee shall be entitled to receive a step

increase after successful completion of the six-month trial period which begins December 16, 2024. Employee shall be entitled to an annual cost-of-living increases, if any, based on the City's annual salary ordinance.

Section 5. Hours of Work. The Employee is a confidential exempt employee for purposes of the Federal Fair Labor Standards Act and Washington State Minimum Wage Act, and as such shall not work a fixed forty hour per week schedule. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal business hours. The Employee shall generally work at the Cle Elum City Hall during regular business hours of the Employer. The Employee may be required to attend meetings of the Cle Elum City Council and such other City Boards and Commissions as requested by the City Mayor, or as required by the duties of the position.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Vacation Leave Benefit. Employee shall earn and accrue vacation leave at a rate of 10-hours per month. This leave will continue through the sixth year of employment, then follow the table in the Employee Handbook.

B. Other Leave Benefits. Employee shall earn and accrue sick leave time, personal holiday and Holidays as provided for employees of the City in accordance with the Employee Handbook.

B. Insurance Benefits. The Employer will pay 100% of the Medical Plan Premiums for Employee and their Dependents; including but not limited to Medical, Dental, Vision, Life, Accidental Death and Dismemberment and Employee Assistant Program.

C. Retirement and Deferred Compensation. Employee is eligible for PERS 2 or 3 Retirement and Deferred Compensation pursuant to City policy.

D. Health Reimbursement Plan. The Employer shall pay into an HRA-VEBA account the sum of two hundred seventy-five (\$275) dollars per month.

E. Work-related expenses. Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel Policies Manual. City may provide and pay for a cell phone and a laptop computer for business use only.

F. Training and Professional Certification. City shall pay the costs of Employee's membership in professional associations. City shall provide funding for Employee to attend a state conference annually. Other costs of professional or required training shall be paid by the City as approved by the Mayor or designee.

Section 7. Termination, Resignation and Severance Pay.

A. By City. It is recognized by Employee that this Agreement is a contract for personal services, and Employee acknowledges and agrees that the City may terminate Employee for any reason at any time, with or without cause. Nothing in this Agreement shall be construed other than an at-will employment relationship between the City and the Employee, and the Employee expressly acknowledges that no contrary representations have been made by the Employer.

B. By Employee. In the event Employee shall resign employment with the City, Employee agrees that they shall provide the City not less than thirty (30) days' prior written notice of the effective date of such resignation in order to afford the City a reasonable opportunity to find a replacement for Employee. The Mayor or designee may in their sole discretion waive or reduce this notice requirement.

C. The following reasons shall constitute grounds to terminate this Agreement with Cause and without payment of the severance provided in subparagraph D of this section:

1. A breach of this Agreement;
2. The commission of any willful or negligent act that results in financial or reputational harm to the City;
3. Failure to follow any lawful directive of the Mayor or designee or failure to perform Employee's duties under this Agreement provided that Employee has been given notice and an opportunity to cure an alleged failure to perform any duties that are not emergency-related within a 30-day cure period; or
4. Misconduct, which includes but is not limited to criminal misbehavior, abuse of public office, or other gross misconduct, deceit, embezzlement, theft of funds or property, assault, any form of racial, sexual or other harassment prohibited by state or federal law, and any other form of misconduct set forth in the Personnel Policies Manual.

D. If Employee is terminated by City without cause or requested to resign for the convenience of City during such time as Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee, as severance, a cash payment identified as follows equal to not less than two-month salary, depending upon the City's prior notice to Employee as provided below:

91 days or more notice	Two (2) months severance pay
31-90 days notice	Three (3) months severance pay
30 days or less notice	Six (6) months severance pay

Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Employee shall continue to responsibly and dutifully perform their assigned work during the period between notice of separation and their last day of employment with the City. Failure to do so may result in forfeiture of severance pay. In lieu of continuing to perform their duties, the City may elect to place the Employee on paid administrative leave pending separation. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.

E. The City agrees to pay Employee any unused leave consistent with the City's Employee Handbook upon any voluntary or involuntary separation. Employee agrees to immediately return to City all City property of any kind which may be in Employee's possession.

Section 8. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written agreement of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from amending personnel or adopting other policies and ordinances otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason or should any portion of this Agreement be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Cle Elum
Mayor's Office
119 W First Street
Cle Elum, WA 98922
2. Mathew Bailey
1710 Marian Drive
Cle Elum, WA 98922

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

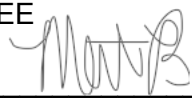
E. Each of the provisions of this Agreement has been reviewed and negotiated by the Employee and Employer and represents the combined work product of the parties. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this ____ day of _____, 2024.

CITY OF CLE ELUM

EMPLOYEE

Matthew Lundh, City Mayor



Mathew Bailey

Attest:

Debbie Lee, City Clerk

City of Cle Elum – Public Works Director
Interview Questions – Industry Experts Panel

CANDIDATE COPY FOR REFERENCE

1. Please start by sharing why you are interested in this position?
2. How would you describe your style of leadership? What are some of your strengths in leadership/management, and how do you collaborate with others (peers, consultants, delegation, etc.) to supplement those strengths?
3. *Scenario:* You recently noticed that one of your most productive employees, who is an informal leader on your team, tends to take short cuts when it comes to their safety performance. How serious do you consider this issue and how would you address it with the employee?
4. What is the MUTCD? How could it impact you in this position?
5. AVB, DCVA, & RPBA are all types of what? Of these three, which offers the most protection and why?
6. *Scenario:* You have just received a call from the lab letting you know that a routine water sample that you have submitted has tested positive for coliform. What are your next steps?
7. Please describe any experience you may have dealing with regulatory agencies such as DOH, DOE, EPA, and WDFW, to name a few?
8. Please describe your experience with municipal infrastructure projects, such as roads, bridges, water systems, etc. What do you consider as your technical strengths and/or interests in engineering or infrastructure?
9. *Scenario:* Nathan Bluster, a resident of Cle Elum, has written to complain about an interaction with one of your employees who, according to Mr. Bluster, was driving a front loader full of snow at high speed east on Railroad Ave. yesterday evening. Mr. Bluster identified the front loader by number and said the time was 10:15 pm. The interaction was described by Mr. Bluster as “rude and unprofessional”. What actions do you take and how do you respond to Mr. Bluster?
10. How do you balance the need for innovation with the physical constraints of budget, time, and resources?

CANDIDATE COPY FOR REFERENCE

1. Please start by sharing why you are interested in this position?
2. Please discuss your experience with formal supervision, including performance management, supervising union employees, handling grievances, employee engagement and motivation, etc.
3. One of the questions in the application asked about your role in changing or improving workplace culture. Please share what you believe the Public Works Director's role should be in workplace culture, and what ideas you would bring to the department and to the organization?
4. A key role for all department heads is the ever-ongoing annual budget process. There is always a shortage of funds and often competition develops among departments for needs. What is your experience in developing and managing a budget, and how have you handled competing with others for budget dollars?
5. A key requirement for public works is the 6-year action plan for street maintenance, seal coating and asphaltting, as well as streets needing reconstruction. Have you reviewed the current plan? Can you discuss your background in prioritizing and developing an ongoing 6-year street plan?
6. *Scenario:* The City has several areas that are serviced by outdated infrastructure that has been in place for over 60 years. You are at home, the time is 9 PM and your phone rings. The fire department has responded to a house fire on the corner of N Peoh and 3rd. The water line servicing the responding fire trucks has ruptured. How would you respond to this situation, and given the location and age of the infrastructure, what proactive measures would you implement for the short term to prevent a loss of life and structure?
7. *Scenario:* During a project, a homeowner approaches you with concerns that their access to parking will be affected by work being performed. They are frustrated and provide several examples of scenarios that have already impacted their access to parking in front of their home. How do you approach this conversation and what resolution do you propose?
8. *Scenario:* The City Council is holding study sessions on amending the snow removal policy and procedure. As Public Works Director, you do not support the changes which deviate from the current long-standing policies. What is your course of action?
9. *Scenario:* The department mechanic reports to you that there is excessive wear on the brakes of one particular patrol vehicle. Debris was lodged in the undercarriage and there is significant damage. The mechanic does not want to continue maintaining this vehicle. What do you do?

CANDIDATE COPY FOR REFERENCE

10. Describe a public works project you've led from start to finish, including the RPF/RFQ process. What challenges did you face throughout the project and how did you overcome them? What were some of the successes?
11. Tell us about your experience communicating technical information and project updates to non-engineering stakeholders, such as city officials and the public? What experience do you have with press releases and media requests for information?