

RESOLUTION NO. 3055

RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN EIGHT-PAGE
“EMPLOYMENT CONTRACT” WITH RICHARD HUEBNER FOR THE POSITION OF
CITY ADMINISTRATOR

WHEREAS, the City’s current City Administrator, Joe Henne, is retiring at the end of 2023; and

WHEREAS, the Mayor has selected Mr. Richard Huebner as her choice to become the new City Administrator; and

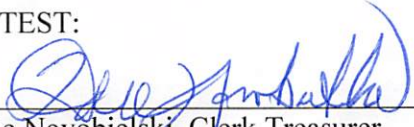
WHEREAS, a proposed eight-page “Employment Contract” has been drafted, its terms are acceptable to City staff, and it has been signed in advance by Mr. Huebner; and

WHEREAS, and the City Council finds that good cause exists;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor be and is authorized to sign the eight-page “Employment Contract” in the form appended hereto.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 24th day of October, 2023.

ATTEST:



Dale Novobielski, Clerk Treasurer



Sherry Raymond, Mayor

APPROVED AS TO FORM:



Rob Case, City Attorney



CITY OF SELAH

115 West Naches Ave
Selah, WA 98942

P: 509-698-7328

F: 509-698-7338

October 5, 2023

Richard Huebner
760 N. Central Drive, Apt 230
Moses Lake, WA 98837

RE: Conditional Offer of Employment - Updated
Position: City Administrator

Dear Mr. Huebner,

It is with great pleasure that the City of Selah offers you the position of City Administrator. This letter serves as a conditional offer of employment with the City. Your adjusted start date is now anticipated to be December 1, 2023. Further, as agreed, you will receive an additional \$1000.00 in moving expenses due to the change in anticipated start date, bringing your total moving/temporary housing reimbursement amount to \$5,000 maximum, provided on a reimbursable basis when documentation is provided to the City.

This is a full-time, exempt position and will generally work Monday-Friday from 8:00 a.m to 5:00 p.m. at Selah City Hall. We would like to offer you a starting annual salary of \$128,712. Further, when you complete 6-months of satisfactory work, you will receive a 5% pay increase to your annual salary.

In addition, your compensation package includes the following: Eligibility to participate in the City's full healthcare benefits package, which is currently fully paid by the City; eligibility for Washington State DRS Retirement; a beginning balance of 40-hours of sick leave; and a beginning balance of 40-hours of vacation leave.

Please note, this offer is contingent upon your successful completion of the following:

1. Completion of a satisfactory background check
2. Satisfactory reference checks
3. Approval of employee contract by City Council (Scheduled to present to the Council on October 24th during the regular scheduled meeting. Your attendance is strongly requested).

Please indicate your acceptance of our offer by signing the letter and returning to me via email, no later than October 10th, 2023.

If you have any questions about this offer, please contact Treesa Morales, Human Resources Director at 509-698-7381 or via email, treesa.morales@selahwa.gov.

We believe you will be a valuable asset to the City and the people who live, work, and visit Selah.

Respectfully,



Treesa Morales
Human Resources Director

I have read and understood the provisions of this offer of employment, and I accept the above conditional job offer. I understand that my employment with the City of Selah is considered at will, meaning that either the City or I may terminate this employment relationship at any time with or without cause or notice.

This offer shall remain open until 5:00 p.m on October 10th, 2023.



Richard Huebner
City Administrator Candidate

Cc: Sherry Raymond, Mayor
Joe Henne, Selah City Administrator



Employment Contract

This Employment Contract (hereinafter "Contract") is made and entered into by and between the City of Selah, a Washington municipal corporation (hereinafter "City"), and Richard J. Huebner (hereinafter "Employee"), on the date set forth below.

WHEREAS, the City desires to enter into a contractual relationship with Employee for the position of "City Administrator" pursuant to Selah Municipal Code, section 1.10.015 and Employee has agreed to serve in this capacity under the terms and conditions of this Contract.

THEREFORE, in consideration of the terms and conditions of this Contract, the City and the Employee agree as follows:

1. Duties and Responsibilities

- 1.1. Title. Commencing on December 1, 2023 (or on such later date as the parties mutually agree), the City will employ Employee as its City Administrator and Employee's title shall be "City Administrator."
- 1.2. Duties. Employee shall have, and agrees to perform in good faith and to the best of his ability, the duties and responsibilities of City Administrator consistent with the laws of the State of Washington and the ordinances and policies of the City, including but not limited to Selah Municipal Code section 1.10.015. Under the general direction of the Mayor or other designee of the Mayor, Employee shall have the following specific duties, powers and responsibilities in addition to others provided by Selah Municipal Code section 1.10.015 or otherwise:
 - 1.2.1. Under the direction and authority of the Mayor, supervise, administer and coordinate the activities of the various city offices, departments, commissions and boards in carrying out the ordinances and policies of the City Council; and administer and supervise the carrying out of the decisions, regulations and policies of the various city departments, commissions and boards;
 - 1.2.2. Report to the Mayor and City Council concerning the status of all assignments, duties and functions of the various City offices, departments, commissions and boards;
 - 1.2.3. In cooperation with the City's Clerk-Treasurer, keep the Mayor and City Council advised of the financial condition of the City and its future needs, and assist in the preparation and submission of a preliminary budget to the Mayor and City Council;
 - 1.2.4. Serve as personnel officer for the city, including, without necessary limitation, the hiring and discharging, subject to the approval of the Mayor, of all City employees, except those employees and officers required by law to be appointed by the Mayor;
 - 1.2.5. Supervise all purchasing by the various City offices, departments, commissions and boards;

- 1.2.6. Supervise all expenditures by the various City offices, departments, commissions and boards, for the purpose of keeping the same within the limitations of the annual budget of the City;
 - 1.2.7. Assist the Mayor and City Council in conducting the City's business in all matters and perform other duties as the Mayor and City Council may direct;
 - 1.2.8. Attend all meetings of the City Council and such other meetings as may be suggested by the Mayor;
 - 1.2.9. Recommend for adoption by the Mayor and City Council measures the City Administrator may believe necessary.
- 1.3. Devotion of Time and Effort. Employee shall devote his full time, energies, interests, and abilities to the performance of the duties and responsibilities of City Administrator and shall not engage in activities that conflict with or interfere with his performance of such duties and responsibilities. Employee agrees that so long as he remains employed by the City he will remain in the exclusive employ of the City and he shall not become employed by any other person or entity, provided that Employee may engage in occasional teaching and/or consulting on Employee's own time with advance approval of the Mayor.
- 1.4. Work Schedule. The typical minimum work week shall be approximately 40 hours typically occurring on Monday through Friday from 8:00 a.m. to 5:00 p.m. (not including breaks). However, Employee shall also work any additional hours and days that are reasonably required to discharge the duties and responsibilities of the office of City Administrator. On occasions when Employee works more than 40 hours per week or more than 8 hours per day or any hours on Saturday or Sunday or any holiday, Employee shall be allowed to establish a modified work schedule for subsequent hours or days so that his cumulative hours worked during any week will be approximately 40 total hours. In all situations, Employee shall utilize and submit time cards for all hours that Employee actually works even though Employee's position shall be an "exempt" position from state and federal hour-based compensation laws.

2. At-Will Employment

Employee shall be employed for an indefinite term. Employee's employment with the City is "at-will" and may therefore be terminated at any time by Employee, or by the City either on a "without cause" basis or on a "with cause" basis (as defined in paragraphs 6.1 and 6.2 below).

3. Compensation

- 3.1. Base Annual Salary. As compensation to Employee for services rendered, upon hire Employee shall be paid a base annual salary of One Hundred and Twenty-Eight Thousand Seven Hundred and Twelve Dollars (\$128,712.00) gross, payable in

accordance with the City's regular payroll periods and procedures and subject to all withholdings and deductions required by law. Upon satisfactory completion of the six (6) month probationary period as determined by the Mayor, Employee will receive a five percent (5%) pay increase of his then applicable annual salary. The position of City Administrator is exempt from overtime under state and federal law and Employee therefore shall not be eligible for overtime pay or compensatory time. Starting January 2025, the Employee shall receive the same upward annual cost-of-living percentage adjustment (COLA) that applies to the wages and salaries of the City's other management-level non-represented City employees as determined annually by the City Council, and thus Employee's base annual salary shall be increased effective January 1 of each calendar year by such percentage. For clarification purposes, the Employee is not eligible for a cost of living increase in January 2024.

- 3.2. Retirement. Employee's position qualifies him for enrollment in the Washington's Public Employee's Retirement System ("PERS"). City shall make all required employer contributions, as required by law.
- 3.3. Moving/Temporary Housing Reimbursement. The City shall reimburse Employee up to Five Thousand Dollars (\$5,000.00) in moving and/or temporary housing expenses incurred by Employee in order to perform services under this Contract. Expenses must be incurred and submitted for reimbursement to the City within Employee's first six (6) months of employment, or during the month preceding Employee's commencement of employment with the City. Payment shall be made upon receipt by the City of documentation that the expenses have been incurred and are deemed reasonable.
- 3.4. Expenses. The City agrees to directly pay, or reimburse to Employee, all reasonable and necessary expenses that are incurred for the benefit of the City, in accordance with City policy.
- 3.5. Professional Development. The City shall budget and pay for the professional dues and subscriptions of Employee for his continuation and full participation in state, local, and national associations and organizations necessary for his continued professional participation, growth and advancement to better serve the interests of the City. The City further recognizes the value of having Employee participate in and be directly involved in local civic clubs and organizations. Accordingly, the City shall pay for reasonable membership fees and dues to enable Employee to become an active member in local civic clubs and organizations.

4. Benefits

- 4.1. Health and Other Insurance. Employee is eligible to participate in the City's health and other insurance benefits on the same terms as those benefits are provided to other management-level non-represented City employees.
- 4.2. Vacation. Upon hire, Employee shall be allotted forty (40) hours of accrued vacation. Thereafter, Employee shall accrue vacation on the same terms as other management-

level non-represented City employees. Employee may rollover any accrued but unused vacation hours from one calendar year to the next subject to the City's then-existing policy (which is, at present, a total of two hundred forty hours (240) may be rolled over, but the City reserves the right to potentially change that policy in the future).

4.3. Sick Leave. Upon hire, Employee shall be allotted forty (40) hours of accrued sick leave. Thereafter, Employee shall accrue sick leave on the same terms as other management-level non-represented City employees. Employee may rollover any accrued but unused sick leave hours from one calendar year to the next subject to the City's then-existing policy (which policy is, at present, no limitation on the number of sick-leave hours which can be rolled over each year, but the City reserves the right to potentially change that policy in the future).

4.4. Holidays and Other Paid/Unpaid Leave. Employee shall receive holiday leave and other paid/unpaid leave benefits as the City may provide from time to time on the same terms as those benefits are provided to other management-level non-represented City employees.

4.5. Life Insurance. None.

4.6. Vehicle Stipend. No City vehicle shall be provided to Employee. Rather, the City agrees to pay Employee a monthly stipend of four hundred dollars (\$400.00) per month during his employment, indefinitely. These funds will cover regular day-to-day travel throughout the City as well as any out of town travel for City business. No further mileage or vehicle related reimbursements will be permitted (outside of the monthly stipend of \$400.00). These funds will be provided without requiring reimbursement or receipts for vehicle-related expenses. No annual cost-of-living or other upward adjustment(s) shall apply to the vehicle stipend.

4.7. Mobile Phone, Laptop, ~~Portable Printer~~. The City shall provide Employee with a "smart" mobile phone, a laptop and a ~~portable printer~~ for use in accordance with City policy.

→ REMOVED PER COUNCIL (10-24-2023 MTG)

↳ REMOVED PER COUNCIL (SEE 10-24-2023 MTG)

4.8. Other City Benefits and Policies. Employee will receive other benefits provided by, and be subject to any obligations included in, applicable City policies as may from time to time be adopted or amended by the City; provided that no such policy will be applicable to the extent that it conflicts with a term of this Contract.

5. Performance Standards and Evaluation

Employee will be evaluated on his job and satisfaction of established goals and objectives after six (6) months of employment and also annually thereafter or when otherwise deemed appropriate by the Mayor. The Mayor shall produce a written report for any such performance review.

6. Termination

- 6.1. Termination on a "Without Cause" Basis. The Mayor may at any time, in his/her unlimited and continuing discretion, terminate Employee's employment on a "without cause" basis at any time by providing written notice to Employee. In such event, the City will pay Employee his then-applicable base salary earned through his final day of employment (on a gross basis, thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation leave (also on a gross basis, and thus also subject to all withholdings and deductions required by law). In the event the City effectuates a without cause termination earlier than or on November 1, 2029 (which is roughly six years after Employee's date of hire), the City will also pay Employee six (6) months of Employee's then-applicable base salary as severance pay (again on a gross basis, and thus again subject to all withholdings and deductions as required by law) if and only if and in exchange for Employee agreeing to, signing and not revoking a Separation Agreement and Release of Claims in a form and substance acceptable by the City.
- 6.2. Termination on a "For Cause" Basis. The Mayor may at any time terminate Employee's employment on a "for cause" basis by providing written notice to Employee. "Cause" is defined to include any or all of the following acts or omissions by Employee: (i) dishonesty related to his employment; (ii) commission of gross negligence, reckless disregard or willful intent that results in significant financial or reputational harm to the City; (iii) failure to follow a lawful directive from the Mayor; (iv) willful or persistent material breach of his duties and responsibilities under this Contract (provided that in non-emergency situations, Employee has been given notice and a reasonable opportunity to cure the alleged failure); (v) conviction of a felony or crime of moral turpitude; or (vi) willful violation of City policy or other willful misconduct related to his official duties under this Contract or section 1.10.015 of the Selah Municipal Code. In such event, the City will pay Employee his then-applicable base salary earned through the date of termination (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law). However, Employee shall not be entitled to receive any severance pay if terminated on a "for cause" basis.
- 6.3. Resignation/Retirement. Employee may at any time, in his unlimited and continuing discretion, resign and relinquish his employment by providing written notice to the Mayor. In such event, the City will pay Employee his then applicable base salary earned through this final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law). Moreover, the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law) if and only if and in exchange for the Employee providing such notice to the Mayor at least thirty (30) calendar days prior to Employee's effective resignation date (or by such other lesser deadline as the Mayor may agree to), otherwise such gross cash-out payment to employee shall be reduced by the number of days/hours that Employee would have been expected to work during the thirty-day period immediately following the latter of the date that Employee actually provided such notice or his effective

resignation date. If such voluntary resignation is for a documented matter of health, the thirty (30) calendar day requirement may be waived at the discretion of the Mayor. If such waiver is issued, Employee shall be entitled to full cash-out of then-existing accrued but unused vacation (on a gross basis) without any per-day/per-hour reduction. Employee shall not be entitled to receive any severance pay if separation is due to voluntary resignation or retirement.

6.4. Disability; Death. The Mayor may terminate Employee's employment due to any permanent or temporary disability or incapacity (including but not limited to illness) that renders the Employee unable to fully perform his duties and responsibilities for a cumulative or successive duration of six (6) months during any twelve-month period (and not necessarily judged on a calendar-year basis) by providing written notice to Employee or to a proper agent of Employee. In the event of disability, Employee shall be entitled to reasonable accommodation prior to termination. Employee's employment shall be deemed automatically terminated upon Employee's death. In the event of termination of Employee's employment on either basis, the City will pay Employee or his estate Employee's then applicable base salary earned through his final day of employment (on a gross basis, and thus subject to all withholdings and deductions required by law) and the City will also pay Employee the cash-out value of his then-existing accrued but unused vacation (also on a gross basis, and thus also subject to all withholdings and deductions as required by law). Further, in such event, neither Employee nor his estate shall be entitled to receive any severance payment.

7. Integration/Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, agreement, or understandings between the parties with respect to the subject matter of this Contract. No waiver, alteration, or modification of any of the provisions of this Contract will be binding unless in writing and signed by duly authorized representatives of the parties. To the extent that any provision of this Contract conflicts with any provision of any City policy or rule, the provisions of this Contract shall prevail and control. By contrast, to the extent that any provision of this Contract conflicts with any provision of now-existing law including now-existing City code and ordinances, the provisions of now-existing law and now-existing City code and ordinances shall prevail and control. If any provision of this contract is held to be unenforceable, such provision shall be treated as automatically modified so as to be enforceable and the other provisions of this Contract shall remain in full force and effect without modification.

8. Other Terms and Conditions

8.1. Any notice to the City under this Contract shall be furnished in physical written form by Employee to the Mayor or City Attorney. Any notice to Employee under this Contract shall be furnished in physical written form by the City to Employee. All such notices must be sent by first-class mail with postage prepaid or delivered in person (but a duplicate may be sent via email, provided that such emailed-duplicate shall not constitute or be effective on its own as original notice). Any hand-delivered notices shall be deemed effective as of the date of actual delivery, and any notices delivered via

certified mail shall be deemed effective as of date recited on the return receipt of actual delivery to the recipient.

- 8.2. The Mayor may at any time, in his/her unlimited and continuing discretion, establish, promulgate and impose any new or clarified lawful policy or rule as to Employee's duties and responsibilities or Employee's performance by providing notice to Employee, provided that such policies and rules are not inconsistent with or in conflict with the provisions of this Contract, then-applicable City code or ordinances, or any other then-applicable law.
- 8.3. All now-existing or later-existing provisions of City code, City ordinances, City regulations, City polices and rules shall apply to and for Employee to the same extent that such apply to other employees of the City, except as may be specifically otherwise stated in this contract.
- 8.4. This Contract shall be interpreted, construed, and enforced according to the internal laws of the State of Washington (not including a choice-of-law or conflict-of-law laws).
- 8.5. All captions and section headings used in this Contract are for convenience only and do not alter the substantive effect of any provision of this Contract.
- 8.6. No waiver by either party of any breach or violation by either party of the provisions of this Contract shall be deemed a waiver of any subsequent breach or violation.

9. Modification

The parties agree that this Contract can be amended or modified only with the written concurrence of both parties.

10. Counterparts

This Contract may be executed in counterparts, and each counterpart will have the same force and effect as an original and will constitute an effective, binding agreement on the part of each party.

IN WITNESS WHEREOF, the undersigned have executed this Contract on the date indicated below.

City of Selah ("City"):

Sherry Raymond
Sherry Raymond, Mayor

Richard J. Huebner ("Employee"):

Richard J. Huebner
Richard J. Huebner

Dated: 10-27-23

Dated: 10/09/2023

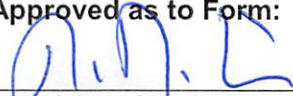
Attest:

Employment Contract (City Administrator, Richard Huebner)



Dale Novobielki, Clerk Treasurer

Approved as to Form:



Rob Case, City Attorney