



## **White Salmon City Council Special Meeting**

### **A G E N D A**

**April 27, 2023 – 5:00 PM**

### **ZOOM TELECONFERENCE ONLY**

**Meeting ID: 899 6664 9778**

**Call in Numbers:**

**669-900-6833**

**929-205-6099**

**301-715-8592**

**346-248-7799**

**253-215-8782**

**312-626-6799**

**Join Zoom Meeting: <https://us02web.zoom.us/j/89966649778>**

- I. Call to Order, Presentation of the Flag and Roll Call**
- II. Public Comment**
- III. Business Items**
  - A. Approval of Employment Contract - Public Works Director**
    - 1. Presentation and Discussion**
    - 2. Action**
- IV. Executive Session (if needed)**
- V. Adjournment**

**File Attachments for Item:**

A. Approval of Employment Contract - Public Works Director



Department Head: \_\_\_\_\_

Clerk/Treasurer: \_\_\_\_\_

City Administrator: \_\_\_\_\_

Mayor: \_\_\_\_\_

## COUNCIL REPORT

☒ **Business Item**

☐ **Consent Agenda**

Needs Legal Review:

Yes, completed

Meeting Date:

April 27, 2023

Agenda Item:

Employment Agreement –  
Public Works Director, Andrew Dirks

Presented By:

Marla Keethler, Mayor

### Action Required:

Authorize the employment agreement with Andrew Dirks for the position of Public Works Director beginning May 1, 2023 with an annual starting salary of \$92,109.00 (Range 53, Step 2) to be signed.

### Motion for Business Item / Proposed Motion for Consent Agenda:

Motion to authorize the employment agreement with Andrew Dirks for the position of Public Works Director beginning May 1, 2023 with an annual starting salary of \$92,109.00 (Range 53, Step 2) to be signed.

### Explanation of Issue:

The city has offered the position of Public Works Director to Andrew Dirks beginning May 1, 2023 at the salary of \$92,109.00 (Range 53 Step 2). The employee will accrue vacation leave at 13.33 hours per month and sick leave at 8 hours per month. The agreement does not provide banked hours for sick leave or vacation leave as the individual is already an employee of the city. It does provide that due to employees completion of 5 years of service from original employment date, the employee will accrue 4 weeks of leave each year.

The contract includes an allotment of \$10,000 for personal development over the first 3 years of employment. Requested must be approved by the City Administrator.

The job description previously adopted by the city council and Andrew Dirk's resume is attached.

### Council Options:

City Council has the following options available at this time:

1. Accept the Staff Recommendation.
2. Revise the Staff Recommendation.
3. Refer this issue back to staff for additional work.
4. Other action as desired by council.

### Fiscal Analysis:

The 2023 budget has this position incorporated and anticipate the salary as presented.

### Recommendation of Staff/Committee:

The Mayor recommends authorizing the signing the employment agreement with Andrew Dirks for the position of Public Works Director beginning May 1, 2023 with an annual starting salary of \$92,109.00 (Range 53, Step 2)

## **PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into the 27 day of April, 2023 by and between the City of White Salmon, Washington, Non-charter code city of the State of Washington ("Employer") and Andrew Dirks ("Employee").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree as follows:

#### **SECTION 1. DUTIES:**

- A. City agrees to employ the services of Employee as Public Works Director for the City.
  - Under the general direction of the City Administrator, manage, administer, and direct the day-to-day operations of the Public Works Department including but not limited to design and construction of public improvements, engineering, systems development charges, and the operation, maintenance and service delivery associated with roadways, sidewalks, parks, public rights-of-way, water services, and wastewater collection systems.
- B. Maintain open communications with the City Administrator, Mayor, Department Heads, City Council, Staff, and community to promote responsive and courteous public services.
- C. The Employee will report to and be supervised by the City Administrator.
- D. Employee agrees to accept employment and act as Public Works Director (as outlined in the adopted job description attached to this agreement as Exhibit A) for the City and to perform their duties to the best of their ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the State of Washington, the City as set forth in its Personnel Manual ("Manual") or otherwise according to the City Administrator's directives.
- E. Employee shall not engage in any activity that is, or may become, a conflict of interest, as defined by Washington law, or would be incompatible with the position of Public Works Director, or enter into a prohibited contract, as defined by Washington law.

## **SECTION 2. STATUS AND TERM:**

- A. Employee shall be employed for an indefinite term, commencing May 1, 2023 and shall serve at the pleasure 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 provisions set forth in Section 6 of this Agreement, the laws of the State of Washington, and City ordinances.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign and terminate this Agreement at any time, subject only to the provisions set forth in Section 6 of this Agreement.
- D. Employee agrees to remain in the exclusive employment of the City for an indefinite period of time and shall neither accept other employment nor become employed by any other employer without the prior written approval of the City Administrator and Mayor. The term "employed" and derivations of that term as used in the preceding sentence shall include employment by another legal entity or self-employment, but shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on Employee's own time, and with the advance approval of the City Administrator and Mayor.

## **SECTION 3. SALARY:**

- A. City agrees to pay Employee a starting salary of \$92,109.00 (Step 53, Range 2) per annum for services, payable in equal installments at the same time as other employees of City. The City's budget will contain all salary and benefit amounts.
- B. The parties agree that Employee shall receive an appropriate cost-of-living adjustment on an annual basis, compatible with Employee's performance and not lower than the amount granted to other non-union City employees.
- C. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policy.

## **SECTION 4. BENEFITS:**

- A. The City encourages employees to take regular vacation time to stay refreshed and focused on their jobs. Based on employee's original employment date of 05/22/2017 with the City, Employee shall continue to accrue paid annual leave in equal monthly amounts of one hundred sixty (160) hours per year. If the Employee is unable to use all of their vacation leave in any calendar year, they may carry forward one week (40 hours) to the following years. There shall be no compensation for accrued and unused vacation leave at the end of each year without prior council approval. At termination, Employee shall be eligible for payout of unused vacation leave up to eighty (80) hours. If personal hardship prevents the

Employee from using vacation leave, they may apply to the City Council for an exception to the 40-hour carryover rule, provided the request is made prior to December 1, and Employee proposes taking the excess vacation time during the first six (6) months of the following year.

- B. Upon commencing employment, Employee shall accrue sick leave at the rate of one day per calendar month of employment. Employee may not accrue more than 1,000 hours of sick leave. In lieu of payment, Employee may elect to transfer some or all of Employee's excess sick leave to another employee who has medical need for additional sick leave.
- C. Employer shall provide medical, vision and dental coverage consistent with the City's employee manual.

#### **SECTION 5. RETIREMENT:**

Employer shall enroll Employee in the Public Employee Retirement System of Washington ("PERS") and to make all appropriate contributions as required.

#### **SECTION 6. RESIGNATION, TERMINATION AND SEVERANCE PAY:**

- A. Employee may resign at any time, with or without cause, and shall give City at least thirty (30) days advance written notice of the effective date of his resignation.
- B. This agreement shall be terminated upon the death or permanent disability of the Employee.
- C. If Employee is terminated by City without cause (except as provided in paragraph D of this section) and during such time the Employee is willing and able to perform Employee's duties under this Agreement, City shall pay Employee severance as described in paragraph E of this Section.
- D. The following reasons shall constitute grounds to terminate this Agreement with cause and without payment of the severance provided in paragraph E of this Section:
  - 1. A breach of this Agreement or the repeated neglect by Employee to perform the duties Employee is required to perform under this Agreement that continues after written notice and a 30-day cure period;
  - 2. Conviction of any criminal act relating to or adversely affecting Employee's employment with the City;
  - 3. Conduct, relating to City employment, which, while not criminal in nature, violates the Manual or other reasonable standards of professional and personal conduct in some substantial manner, or that continues after written notice and a 30-day cure period; and

4. Conviction of any felony offense.
- E. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) prior to the end of 6-month probationary period, The City is not required to pay severance.
- F. If Employee is terminated by City without cause (except as provided in paragraph D of this Section) 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 one month salary:

150-180 days notice	One Month Severance Pay
90-150 days notice	Three months severance pay
30-90 days notice	Four months severance pay
30 days or less notice	Six months severance pay

Such payment shall fully and finally release City from any and all further obligations to Employee or under this Agreement. Any severance shall be paid in a lump sum unless otherwise agreed to by Employer and Employee.

- G. It is understood that after notice of termination or resignation in any form, Employee and City will cooperate to provide for an orderly transition. Specific responsibilities during such transition may be specified in a written separation agreement. If Employee is terminated without cause, Employee may request, and if requested, Employee shall be given, an opportunity for a public name clearing hearing with the Mayor and City Council.

#### **SECTION 7. HOURS OF WORK:**

It is expected that Employee will work 40 hours per week, Monday through Friday 8:00 a.m. to 5:00 p.m. However, It is recognized that Employee must devote a great deal of time outside the normal office hours on business for Employer, and to that end Employee shall be allowed ten (10) hours of leave per month away from the office during normal office hours. Said hours will not be accumulated from month to month. The parties recognize that Employee will be exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

#### **SECTION 8. PERFORMANCE EVALUATION:**

The City Administrator, with input from the Mayor, shall review and evaluate the performance of the Employee in six months after the date of employment followed by an annual review each year thereafter. At the date of employment, the City Administrator will establish written goals for performance based on the goals and objectives set by Mayor and Council in their winter meeting. These standards will be shared with the Mayor and Council. Thereafter, the Employee's job performance will be evaluated against those goals by the City Administrator and the Employee and Human Resources on an annual basis. The goals and objectives of the evaluations shall be reduced to writing. Goals and

objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The annual review will also include a salary review.

#### **SECTION 9. PROFESSIONAL DEVELOPMENT:**

- A. City shall budget and pay for the professional dues and subscriptions of Employee necessary for their continuation and full participation in state and local associations and organizations, necessary for their continued professional participation, growth and advancement, to better serve the interests of City. In support of this aim, \$10,000 is set aside for use in this area by the Employee, with approval by the City Administrator, within the first three years of this position, based on hire date.
- B. As budgeted funds allow the City will pay the actual costs, including travel, lodging and meal expenses, associated with Employee's attendance at the annual conference and/or training to better serve the interests of City.

#### **SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:**

The Mayor, City Administrator and the City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, City ordinances, or any other law. All provisions of City ordinances, regulations rules and the Manual as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of City, except as may be specifically agreed upon herein.

IN WITNESS WHEREOF, The City of White Salmon has caused this Agreement to be signed and executed on its behalf by the Mayor, and duly attested by the City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**EMPLOYER:**  
**CITY OF WHITE SALMON**

\_\_\_\_\_  
**MARLA KEETHLER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**STEPHANIE PORTER**  
**CLERK TREASURER**

**EMPLOYEE:**

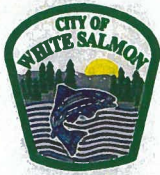


\_\_\_\_\_  
**ANDREW DIRKS**

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
**SHAWN MAC PHERSON**  
**CITY ATTORNEY**





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## **CITY OF WHITE SALMON**

## **POSITION DESCRIPTION**

**POSITION TITLE:** Public Works Director  
**DEPARTMENT:** Public Works  
**REPORTS TO:** City Administrator  
**EFFECTIVE DATE:** January 1, 2023  
**FLSA STATUS:** Exempt  
**SALARY STEP:** Range 53-56 / Step 1-10 (Depending on Qualifications)  
(Based on the 2023 Salary Matrix: \$89,426.25-\$125,652.72)  
**DATE ADOPTED:** December 21, 2022

### **PURPOSE OF POSITION:**

Plans, directs, and over sees operations of the Public Works Department.

Performs professional and managerial work requiring knowledge of operating and maintaining infrastructure systems, construction administration, engineering, project management, maintenance operations, and all corresponding aspects there-of.

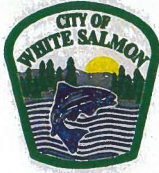
Oversees department programs and services including design and construction of public improvements, engineering, systems development charges, and the operation, maintenance and service delivery associated with roadways, sidewalks, public rights-of-way, water services and wastewater collection systems.

Coordinates with the Planning Director on planning and development of public facilities and infrastructure in accordance with City Development Code and review of building permits, land use decisions, and required reports, studies, and plans.

Responsible for integrating all City processes and procedures provided by the City for its citizens as they relate to Public Works.

### **ESSENTIAL JOB FUNCTIONS AND REQUIRED ABILITIES & KNOWLEDGE:**

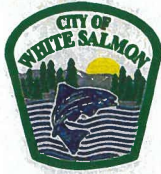
- Manages and oversees the Public Works Department in a manner that promotes and encourages team building and good communication. Identifies those that are not team players and takes corrective action.
- Plans and executes goals, policies, and priorities for the Public Works Department, as well as troubleshoots for problems relating to feasibility and proposes well thought out, viable solutions. Participates in the development of short- and long-range objectives with City Administration.
- Develops, or oversees the development of, and reviews infrastructure master plans, policy, and project proposals. Presents reports and emerging or sensitive issues to the City Administrator and City Council.



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- Assigns work activities and projects to the Public Works staff. Monitors productivity and reviews and evaluates work procedures to ensure timely and cost-effective project results.
- Directs and may perform construction management over large and complicated projects, to include directing and/or performing project planning and design, developing, and administering project terms and conditions, and evaluating contract compliance.
- Primary for the development of the Public Works initial budget during budget season. Administers approved budgets. Forecasts additional funds needed for staffing, equipment, materials, and supplies.
- Prepares and/or directs preparation of a wide variety of briefs and reports related to both the department and the City's public works infrastructure.
- Monitors and inspects progress of projects in the field, through project briefs, email, comprehensive reports, interaction with foreman and crew and the review of completed work orders.
- Evaluates the level of service provided by the department as a basis for making improvements to productivity and cost effectiveness. Evaluates work procedures, staffing, equipment, project scheduling, productivity and labor costs as guides to improving work practices.
- Directs and oversees public information for the department. Prepares communications about project status, snow and inclement weather, water quality reports, and other informational needs. Presents department reports to the City Council on a monthly basis. Directs and prepares annual work plans and annual reports for the department.
- Participates with other department heads to assist the City Administrator with strategic leadership of the city.
- Requires the ability to understand, interpret, explain, and apply all policies, laws, regulations, codes, and ordinances applicable to public works construction and maintenance.
- Requires the ability to work as a contributing member of a team, work productively and cooperatively with other teams and external customers, and convey a positive image of the city.
- Performs other duties as assigned that support the overall objective of the position.





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## **JOB QUALIFICATION REQUIREMENTS:**

### **Mandatory Requirements:**

The position requires a bachelor's degree in civil engineering, construction management, architecture, or closely related discipline plus six (6) years or more of progressively responsible experience in public works, engineering, construction management and supervision of professional, technical, and trades staff.

### **Special Requirements/Licenses:**

Possession of or required to obtain a valid Washington driver's license within 60 days of hire. Must have a safe driving record. Certification in water operation systems.

### **SUPERVISION RECEIVED:**

Works under the direction of the City Administrator who holds the employee accountable for achieving department goals and objectives.

### **SUPERVISOR RESPONSIBILITIES:**

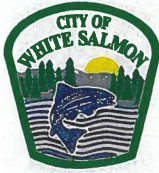
Supervises department staff which includes oversight and final authority for assigning and reviewing work and evaluating performance. Oversees the City's contract for engineering services and construction inspection services.

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Requires sufficient ambulatory ability to walk to project locations, to stand for extended periods of time, and to bend and stoop for limited periods of time. Requires sufficient arm-hand-eye coordination to operate a computer keyboard and pointing devices at a proficient level. Requires visual acuity to create and read three-dimensional and detailed drawings and observe structural work-in-progress at construction sites. Requires verbal and auditory ability sufficient to carry on conversations with others and make presentations to groups.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, the ability to adjust focus, and sufficient visual acuity to read letters, numbers, and detailed maps.



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#### **TOOLS AND EQUIPMENT USED:**

Computer including GIS, email, word processing, data base, internet, and spreadsheet programs; calculator, telephone, copy machine, fax machine and postage machine. This position requires the use of city vehicles and equipment.

#### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities.

The noise level in the work environment is usually quiet with the typical office noises and interruptions.

This description covers the most significant essential duties performed but does not include other occasional work which may be similar, related to, or a logical assignment to the position.

This job description does not constitute an agreement between the employer and the employee and in no way implies that these are the only duties to be performed. Employees occupying the position will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.

**I have read and understand this position description.**

Signature

Date

**The City of White Salmon is an equal opportunity employer and provider.**

*Studies have shown that people of color, veterans, and women are less likely to apply for jobs unless they believe they can perform every job description task. Our talent acquisition goals include hiring the candidate who is best able to meet the performance objectives of the role. We will consider any equivalent combination of knowledge, skills, education, and experience to meet minimum qualifications. If you are interested in applying, we encourage you to think broadly about your background and skill set for the role.*

## Andrew Dirks

5020 Bassler Dr. Parkdale, OR 97041

a.d.four@live.com

541-399-2674

I am seeking to further my career in public service by combining my education and work experience to continue growing, feeling successful and providing for my family. I am committed to continuous improvement and being a part of solutions. I am a team player and have the independence to recognize when to lead.

## Education

Oregon State University, Corvallis Oregon, June 2013

Bachelor of Science

Recreation Resource Management

Hood River Valley High School, Hood River Oregon, June 2009

## Employment

City of White Salmon, Public Works Foreman (2017- present)

Working in a team environment to maintain and operate all parts of water, sanitary sewer, parks and storm systems. The city owns and operates a slow sand filter plant, along with two wells. In my time there, I have learned all aspects of these systems. I have played an important role in the maintenance and operation of this system. Aside from my field work, I have done plan review, work order assignment and completion, map interpretation, department of health reports, data entry, part orders, and pricing.

Columbia River Log Scaling and Grading Bureau, Log Scaler, (2013-2017)

Appraised timber using multiple methods, working with buyers and sellers, from a third-party perspective. This included identification of species, diseases and grading each log Individually. Other responsibilities included interpreting scaling contracts, programming scaling computers and filing detailed required paperwork and reports.

## Certifications

- Washington State Department of Health: Water Distribution Manager 1 and Water Treatment Plant Operator 1 (Certification #14713)
- Oregon Class B CDL with tanker and air brake endorsement
- Fred Pryor Management Class (How to supervise people)
- Traffic Safety Flagging Card
- First Aid/CPR
- Forklift Operator Training

Andrew J Dirks  
5020 Bassler Dr, Parkdale, Oregon 97041  
541-399-2674

January 12, 2023

Greetings,

I am applying for the position of Public Works Director for the City of White Salmon. I grew up in the Columbia River Gorge and will greatly appreciate the opportunity to become the leader of the Public Works team and will not take the responsibility lightly. I am a graduate of Hood River Valley High School and Oregon State University with a Bachelor of Science in Recreation Resource Management.

I have worked as a member of the City of White Salmon's Public Works team since 2017, and have since been promoted to Foreman. I have been involved in the day-to-day operations and maintenance of all elements of our unique water system. My field experience combined with the opportunities I've been given to lead the public works team gives me the ultimate combination of skills to lead White Salmon into the future. In my time with the Public Works Department I have learned aspects of the City's infrastructure as well as help plan for the future through plan review and adoption of new projects. I currently take care of the reporting and sampling for the Washington State Department of Health to make sure the drinking water provided is safe for the end user. During my time as Foreman, I have been lucky enough to be involved in interactions with engineers and contractors, as well as department heads to make the transition to Public Works Director very smooth. I take great pride in serving the public and providing a quality finished product that will pass the test of time.

I have spent most of my adult life working in a team environment. The most valuable resource of any organization is the human resource and understanding how groups of people work together to a common goal is something I've been able to learn early in life. During my time at Oregon State University, I learned the skills necessary to succeed in the workforce. I quickly learned the mastery of time management. I was a part of the Men's Lacrosse team, I played defense for four years and helped lead my team to our first national championship tournament appearance. After graduating, I was quickly hired by Columbia River Log Scaling and Grading Bureau. Here I worked with other scalers to quickly grasp the job and later become the lead scaler on several jobs. As I enjoyed this position very much, my job was in Eugene, Oregon and too far away from family and my home. I was lucky enough to be afforded the opportunity to move home when the City of White Salmon offered me a position to be a member of the Public Works team.

It is my goal to now take the next step in my career, and I feel this is the exact chance to do so. I very much appreciate the opportunity to apply and thank you for your consideration.

Sincerely,  
Andrew J Dirks