

**City of South Bend  
Council Meeting  
Monday, February 8, 2016 @ 5:30 pm  
Council Chambers  
1102 W. First Street, South Bend, WA**

---

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda  
Approval of Minutes: *January 25, 2016*
4. Correspondence
5. Items from the Public ***(3 Minute Limit)***
6. *Personal Services Contract – Chief of Police*
7. *Personal Services Contract – Clerk/Treasurer*
8. *Personal Services Contract – City Supervisor/Building Inspector*
9. Department Head Reports:
  - i) Police Chief Eastham
  - ii) City Supervisor Houk
  - iii) Clerk/Treasurer Roberts
  - iv) Fire Department
10. Mayor's Report
11. Council Comments
12. Adjournment

*Next Regular Meeting: Monday, February 22, 2016 @ 5:30 PM*

# South Bend Council Meeting

Monday, February 8, 2016

## CONSENT AGENDA

### 1. Approval of Vendor Checks

**Vendors – Check #41738 thru Check #41776 - \$200,756.92**

*Check #41652 thru Check #41694 voided and replaced with*

*Check #41695 thru Check #41737*

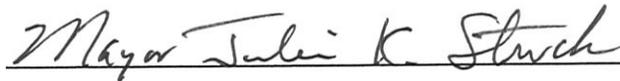
### 2. Approval of Payroll Checks

**Payroll – Check #23985 thru Check #24000 - \$95,451.71 Including Direct Deposits**

02/08/16

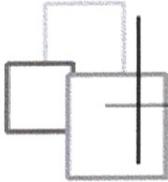
VENDOR		AMOUNT	
41738	AWC-Risk Management Service Agency	\$ 103,465.00	2016-CH \$5,592.70, PD \$31,458.95, FD \$2,796.35, Wtr \$18,176.28, Swr \$12,583.59 Mosq \$11,884.49 & Garb \$20,972.64
41739	Aberdeen Office Equipment, Inc.	\$ 617.09	Office Supplies - Parks \$35.60, CH \$325.94, Police \$13.95, Water \$169.52 and Fire \$72.08
41740	Antich Supply Company	\$ 241.64	Operating Supplies - Parks \$212.46 and Water \$29.18
41741	ARK Plumbing Services, Inc.	\$ 137.53	Miscellaneous Professional Services - Sewer Fund
41742	Ashley Construction	\$ 3,920.93	Miscellaneous Professional Services - Sewer \$2,463.99 and Streets \$1,456.94
41743	Bud's Lumber & Electric	\$ 223.41	Operating Supplies - Police \$9.69, Streets \$47.83, Garbage \$73.10, Water \$16.15 and Sewer \$76.64
41744	Cascade Computer Maintenance, Inc.	\$ 39.92	Repair/Maintenance - City Hall
41745	CenturyLink	\$ 1,279.51	All Depts
41746	Cintas Fire Protection	\$ 897.95	Fire Extinguisher Inspection - All Depts
41747	Coast Controls & Automation, Inc.	\$ 390.06	Repair/Maintenance - Water Fund
41748	Creative Community Solutions, Inc.	\$ 6,953.50	Shoreline Management Plan Update (DOE Grant)
41749	Dennis Company	\$ 441.83	Operating Supplies - Streets \$422.97 and Water \$18.86
41750	Dept of Health	\$ 77.00	Operator Certification Renewal - J Ekman
41751	Dept of Licensing	\$ 18.00	Concealed Weapons Permits
41752	Dept of Revenue	\$ 8,954.82	January 2016 Excise Tax on Water/Sewer/Garbage
41753	Harbor Pacific Bottling, Inc.	\$ 50.00	Refund - Overpayment of Business License (Paid Twice)
41754	Harbor Saw & Supply, Inc.	\$ 82.81	Operating Supplies - Parks
41755	Jammie's Environmental, Inc.	\$ 2,418.49	Miscellaneous Professional Services - Sewer Fund
41756	LEIRA	\$ 50.00	2016 Membership - Z Sowa
41757	Lucas Stigall	\$ 29.99	Reimbursement - Software for Fire Dept
41758	Margie Packard	\$ 160.99	January 2016 Library Janitorial
41759	Michael Turner	\$ 93.50	District & Municipal Court Judges Association Dues (1/2 of Cost)
41760	Office of Financial Management	\$ 4,387.34	January 2016 Fines & Forfeitures
41761	One Call Concepts, Inc.	\$ 6.60	Locates
41762	Pacific County Auditor - Election Reserve Fund	\$ 8,974.98	Voter Registration Costs (873 Registered Voters)
41763	Pacific County Dept of Public Works	\$ 1,642.55	February 2016 Eklund Park
41764	Pacific County Prosecutors Office	\$ 51.56	January 2016 Crime Victims
41765	Printing Services	\$ 78.64	Operating Supplies - Police Dept
41766	PUD #2	\$ 9,467.73	All Depts

41767	Royal Heights Transfer Station, Inc.	\$	9,661.74	Dump Fees
41768	Rule Steel Tanks, Inc.	\$	319.00	Container Lids - Garbage Fund
41769	South Bend Pharmacy	\$	37.61	UPS Fees - Water Fund
41770	Staples	\$	364.28	Office Supplies-Police \$59.54, CH \$69.43, Police \$69.44, Water \$73.79, Muni Court \$69.43 & Sewer \$22.65
41771	Sunset Air, Inc.	\$	1,518.07	Repair/Maintenance - Library \$27.51 and Parks \$1,490.56
41772	The Law Office of Jonathan Quittner	\$	48.80	Municipal Court - 12/22/15 and 01/04/16
41773	The Watershed Company	\$	6,895.00	Shoreline Management Plan Update (DOE Grant)
41774	Tierney & Blakney, PC	\$	162.50	Legal Services
41775	Total Electric	\$	326.70	Repair/Maintenance - Sewer Fund
41776	VISA - E Pay	\$	468.41	CH \$51.96 (Reimbursed), CH \$125.00 and Police \$291.45
41777	Whitney's	\$	25,801.44	Public Works Vehicle - Capital Outlay
<b>TOTAL</b>		<b>\$</b>	<b>200,756.92</b>	

  
\_\_\_\_\_  
Mayor Struck

  
\_\_\_\_\_  
City Supervisor Houk

\_\_\_\_\_  
Police Chief Eastham



# Register

Number	Name	Fiscal Description	Cleared	Amount
<u>23985</u>	Houk, Dennis	2016 - January - Second Council Meeting - January		\$1,650.00
<u>23986</u>	Miller, Jerry	2016 - January - Second Council Meeting - January		\$1,500.00
<u>23987</u>	Ashley, Alan	2016 - January - Second Council Meeting - January		\$92.35
<u>23988</u>	Houk, Dennis	2016 - January - Second Council Meeting - January		\$3,342.43
<u>23989</u>	Miller, Jerry	2016 - January - Second Council Meeting - January		\$1,660.45
<u>23990</u>	Olsen, Lisa	2016 - January - Second Council Meeting - January		\$110.27
<u>23991</u>	AFLAC	2016 - January - Second Council Meeting - January		\$454.53
<u>23992</u>	Association of WA Cities	2016 - January - Second Council Meeting - January		\$2,576.70
<u>23993</u>	Dee Roberts-Coffee Fund	2016 - January - Second Council Meeting - January		\$42.00
<u>23994</u>	Dept of Labor & Industry	2016 - January - Second Council Meeting - January		\$3,879.65
<u>23995</u>	Dept of Retirement Systems	2016 - January - Second Council Meeting - January		\$10,251.71
<u>23996</u>	Nationwide Retirement Solutions	2016 - January - Second Council Meeting - January		\$350.00
<u>23997</u>	Teamster's Local #252	2016 - January - Second Council Meeting - January		\$472.00
<u>23998</u>	The Bank of the Pacific	2016 - January - Second Council Meeting - January		\$16,925.92
<u>23999</u>	Washington Counties Insurance Fund	2016 - January - Second Council Meeting - January		\$406.00
<u>24000</u>	Washington Teamsters Welfare Trust	2016 - January - Second Council Meeting - January		\$12,568.30
<u>January 2016 Draws</u>	Payroll Vendor	2016 - January - Second Council Meeting - January		\$11,450.00
<u>January 2016 Regular Payroll</u>	Payroll Vendor	2016 - January - Second Council Meeting - January		\$27,719.40
				<b>\$95,451.71</b>

**CITY OF SOUTH BEND  
COUNCIL MEETING – 01/25/16**

**1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Webber, Councilor Hall, Police Chief Eastham, City Supervisor Houk and Clerk/Treasurer Roberts.

**3. OATHS OF OFFICE**

Clerk/Treasurer Roberts administered the Oath of Office to Councilor Olsen which was followed by a round of applause.

**4. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES**

A motion was made by Councilor Neve to approve the Agenda, Consent Agenda and the minutes of the January 11, 2016 regular meeting. The motion was seconded by Councilor Webber. **Vote: Ayes-5, Noes-0, Absent-0**

**Vendors – Check #41653 thru Check #41694 - \$55,253.69**

**Check #41514 voided and replaced with Check #41652**

**5. CORRESPONDENCE - NONE**

**6. ITEMS FROM THE PUBLIC - NONE**

**7. DEPARTMENT HEAD REPORTS**

- ✚ Police Chief Eastham gave a brief overview of the happenings in his department since the last council meeting.
- ✚ City Supervisor Houk explained that the crew has been working on several areas with drainage issues. A 12" cross culvert has been installed on Willapa Avenue and an old 4" cross culvert on Central Avenue has been replaced with an 8" cross culvert which should assist with drainage during heavy rain.
- ✚ City Supervisor Houk noted that he is addressing the drainage issues at Kendrick and E. First Street which has adversely affected several residents in that area.
- ✚ City Supervisor Houk pointed out that a tide gate will be installed on Washington Street within the next few weeks to also help alleviate rain runoff around the South Bend School.
- ✚ City Supervisor Houk reported that there has been a great deal of settlement in the alley between Security State Bank and the Pacific County Annex Building (Highway 101 to W. First Street). Nova Contracting, Inc. has been contacted and they will be addressing the issue as soon as weather permits.

Councilor Neve asked City Supervisor Houk if anyone is monitoring the position of the equipment that Nova Contracting, Inc. has stored on Jean Shaudys' property at 217 Central Avenue. City Supervisor Houk advised that the contractor checks on everything every two weeks. Councilor Neve thought that maybe the position of one of the pieces of equipment was causing pooling on the Pacific County Historical Museums property at 226 Pacific Avenue. City Supervisor Houk pointed out that the drainage ditch runs the opposite direction and it was believed that the pooling was caused by a crushed culvert which has since been repaired.

**8. MAYOR'S REPORT**

- ❖ Mayor Struck advised that she would be out of the office on Wednesday and Thursday, January 27<sup>th</sup> and 28<sup>th</sup> attending the Association of Washington Cities *City Action Days*. She will be taking all of the letters and signatures that have been collected in support of the sewer rate relief and presenting them to the legislature while she is there!

**9. COUNCIL COMMENTS**

- Councilor Williams was wondering about the attendance of a member of the Fire Department at the council meetings. At one time they were attending one meeting a month. Councilor Williams suggested even quarterly would be nice to get an update on their department. Mayor Struck noted that this was recently discussed and it is being worked through. It is very difficult to find someone that can attend a council meeting since all the members are volunteers and work a full time job.
- Councilor Neve noted that she recently read in the paper where South Bend was considered the third safest city in Washington. Everyone agreed it was due to hard work and dedication by Police Chief Eastham and his department.
- Councilor Hall noticed that the "donation thermometer" at the site of Mary Rogers Pioneer Park now has some red on it as was wondering where the funds came from. Mayor Struck explained that those are matching, or in-kind services that the city has already provided. Councilor Neve asked about the cost of the bricks. Mayor Struck explained that brick/paver levels are as follows: 4 x 8 (Pioneer Level) \$50.00 and 8 x 8 (Silver Level) \$100.00. The monument Recognition Levels are as follows: Gold \$1,000 Platinum \$2,500 and Diamond \$5,000.

Councilor Hall asked if that information had been put in the High School Bulletin. Mayor Struck said she wasn't aware that was an option. Councilor Neve offered to look into it.

**10. EXECUTIVE SESSION – LABOR NEGOTIATIONS**

Prior to adjourning to Executive Session Mayor Struck advised that it was possible there would be a vote by the council when they reconvened. Mayor Struck called the Executive Session to order at 5:46 PM for 30 minutes for the purpose of labor negotiations. Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Webber, Councilor Hall, City Supervisor Houk and Clerk/Treasurer Roberts

Mayor Struck reconvened the meeting at 6:16 pm at which time Councilor Williams made a motion authorizing Mayor Struck to sign the 2016 Teamsters #252 Contract. The motion was seconded by Councilor Neve. **Vote: Ayes-5, Noes-0, Absent-0**

Executive sessions are done in accordance with RCW 42.30.080

**11. ADJOURNMENT**

The meeting was adjourned at 6:17 PM to meet again at 5:30 PM on Monday, February 8, 2016 for the next regularly scheduled meeting at South Bend City Hall.

\_\_\_\_\_  
**Julie Struck**  
Mayor

ATTEST: \_\_\_\_\_  
**Dee Roberts**  
Clerk/Treasurer

# PERSONAL SERVICES CONTRACT

## Chief of Police

This employment agreement between the Mayor and City Council of South Bend, Washington and the Chief of Police, David Eastham, hereinafter referred to as Chief of Police is set forth to continue a good relationship, to avoid possible misunderstanding, and to provide special benefits to the Chief of Police of Police in recognition of the unique nature of the position.

### SECTION I - Duties and Responsibilities

The duties and responsibilities of the Chief of Police shall be in accordance with the goals, objectives, policies and plans established by the City Of South Bend, past, present and as shall be adopted from time to time. They shall include, but not limited to the following:

- A. Plan, direct, supervise and coordinate the activities of the police dept., including but not limited to working relations, contracts and agreements with other jurisdictions, as well as other unassigned functions.
- B. Attend all council meetings of the City of South Bend and such other meetings at which his attendance may be required by the body
- C. Maintain files and recommendations in aid thereof.
- D. Appointment and removal of police department personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City Of South Bend about such measures as may affect the peace, repose, safety and operations of the City Of South Bend.
- F. Ensure that all local, state and federal laws, rules and regulations, contracts, and agreements as may affect the City Of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Administration and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Be Present during Budget review before it is presented to the City Council.

### SECTION II - Hours of Work

The Chief of Police position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime, unless grant funded, for work beyond forty hours within a week unless authorized by the Mayor.

The Chief of Police shall work an unscheduled work week. It is recognized that as part of this job, he may be required to spend some time outside normal office hours regarding City business. In recognition of these outside hours, the Chief of Police is entitled to establish his working hours as those required to accomplish the necessary business of managing his responsibilities.

### **SECTION III - PERFORMANCE EVALUATION**

The Chief of Police will be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

1. Communication (Oral and Written)
2. Analyzing and Problem Solving
3. Decision Making
4. Planning and Organization
5. Management Control
6. Leadership
7. Confidentiality
8. Flexibility
9. Handling Stress
10. Technical Expertise

### **SECTION IV - Training and Education**

The Chief of Police will be required to maintain and update required job skills and education on an ongoing basis. As a representative of the City of South Bend, the Chief of Police will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Chief of Police in his duties and to support costs to attend these various meetings, conferences and training programs. These costs will be controlled by the budget and will not exceed the budgeted amount in any one year unless authorized by the Mayor.

### **SECTION V - Termination**

- A. This agreement may be terminated:
  1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Chief of Police and the City of South Bend.
  2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Chief of Police with the consent of the Mayor.
  3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
  4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond his accrued sick leave.

5. By His Death

6. This contract does not nullify the standard Civil service rules in regards to dismissal of a City of South Bend Police department employee.

7. Should the Chief of Police be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Chief of Police or his estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

8. This agreement shall not limit the rights of the parties to pursue remedies under Washington state laws should a breach of contract occur which is not able to be mutually resolved by the parties.

**SECTION VI - Compensation**

The City of South Bend agrees to pay the Chief of Police of Police for services rendered, pursuant to this Agreement, at a yearly salary of \$58,592.52 provide appropriate Labor and Industries coverage, make any normal employer contributions to such programs as the City provides, generally to its police employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Chief of Police shall also accrue sick leave and vacation hours at the same rate as the City's union employees and shall receive the same holidays as other Police employees along with a maximum of 200 hours of banked comp time.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City Of South Bend employees.

**SECTION VII – SEVERENCE PAY**

In the event that the Chief of Police is terminated by the City of South Bend before expiration of this agreement and during such time the Chief of Police is willing and able to perform his duties daily in the office of the Chief of Police, the City of South Bend agrees to pay the Chief of Police a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc. will be due to the Chief of Police during the severance period.

**SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES**

A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Chief of Police for professional and official travel, meetings and occasions approved by the Mayor in accordance with guidelines approved by the State Auditor.

B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Chief of Police, (i.e., community luncheons, dinners) where presence

is in the Chief of Police's official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the Clerk/Treasurer is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

**SECTION IX – Indemnification**

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Chief of Police from any claims or legal actions arising out of the employee's action as Chief of Police.

**SECTION X – Automobile Usage**

The Chief of Police's duties may require frequent use of a vehicle for required travel. In order to best perform his described duties, a patrol vehicle is placed at his disposal for any non-personal travel. This does not prevent personal stops along any authorized route of travel.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the Chief of Police of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Chief of Police have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2016 and shall continue through December 31, 2016.

\_\_\_\_\_  
Julie K. Struck, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
David L. Eastham, Police Chief

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Dee Roberts, Clerk/Treasurer

\_\_\_\_\_  
Date

Approved As To Form: \_\_\_\_\_  
William Penoyar, City Attorney

\_\_\_\_\_  
Date

# PERSONAL SERVICES CONTRACT

## Clerk/Treasurer

This employment agreement between the Mayor and City Council of South Bend, Washington and the Clerk/Treasurer, Dee Roberts, hereinafter referred to as Clerk/Treasurer is set forth to continue a good relationship, to avoid possible misunderstanding, and to provide special benefits to the Clerk/Treasurer in recognition of the unique nature of the position.

### SECTION I - Duties and Responsibilities

The City Clerk/Treasurer shall report directly to the Mayor and perform the duties and responsibilities as set forth by the Auditor and the State of Washington and in accordance with the provisions of RCW 35A.21.030, 35A.42.010 and 35A.42.040 and other applicable statutory requirements and any other duties set by the City Council under the direction of the Mayor that the City Council may adopt from time to time in the future. Specifically the Clerk/Treasurer shall:

- A. Prepare the city budget per the State of Washington RCW's for public announcements, expenditure estimates, revenue estimates, reporting requirements, public hearings, tax levies and final Council approval and maintain proper accounting records for all budgeted city funds including reports to the Mayor and City Council to assure proper compliance with spending levels.
- B. Receive all monies due the city from all sources including taxes, charges for services and utilities, grants and bonded debt and properly record and deposit such monies.
- C. Invest all excess funds per the RCW 35A.40.050 of the State of Washington and prepare appropriate reports for the Mayor and City Council including fund balances and any monies owed to the City.
- D. Disburse city funds as necessary.
- E. Maintain proper accounting records for all city funds and financial transactions including general government, utilities, special purpose funds and grants.
- F. Prepare annual reports as required by the State Examiner's office and be responsible for the annual State examination and the follow-up on any findings related to the audit. Act as internal auditor for assurance of proper financial controls and the safeguarding of all financial transactions.
- G. Provide Administration for all the City Financial and General Administrative functions including City Council packet preparation, City records management (Business Licenses, Resolutions, Ordinances, Council Minutes, Contracts etc.) and any other tasks assigned.
- H. Prepare purchasing policies and procedures as needed.
- I. Provide personnel administration including policies and procedures, compensation studies, Human Resource development and training, labor contract administration and negotiation, employee benefit administration, and necessary personnel records as approved by the Mayor.
- J. Provide administration for the city information systems including budgeted computer hardware and software purchases, implementation, upgrade and the coordination of maintenance support as approved by the Mayor and City Council.

- K. Provide financial analysis as needed for utility rates and charges projects, contracts, long term city plans, etc.
- L. Coordinate with the city's insurance carriers for risk management, insurance coverage purchases and claims management.
- M. Supervise office staff as assigned including annual performance evaluations.
- N. Perform other duties as required.

**SECTION II - Hours of Work**

The Clerk/Treasurer position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime for work beyond forty hours within a week unless authorized by the Mayor.

The Clerk/Treasurer shall basically work forty hours per work week and shall be required to attend City Council meetings and any other meetings at the discretion of the Mayor.

The Clerk/Treasurer shall have a flexible working schedule which may be adjusted based on the requirements of the job, but must schedule the hours of work in a manner appropriate for the requirements of the position.

**SECTION III - PERFORMANCE EVALUATION**

The Clerk/Treasurer will be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

1. Communication (Oral and Written)
2. Analyzing and Problem Solving
3. Decision Making
4. Planning and Organization
5. Management Control
6. Leadership
7. Confidentiality
8. Flexibility
9. Handling Stress
10. Technical Expertise

**SECTION IV - Training and Education**

The Clerk/Treasurer will be required to maintain and update required job skills and education on an ongoing basis. As a representative of the City of South Bend, the Clerk/Treasurer will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Clerk/Treasurer duties and to support costs to attend these various meetings, conferences and training programs. These costs will be controlled by the budget and will not exceed the budgeted amount in any one year unless authorized by the Mayor.

**SECTION V - Termination**

- A. This agreement may be terminated:

1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Clerk/Treasurer and the City of South Bend.
2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Clerk/Treasurer with the consent of the Mayor.
3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform her duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond her accrued sick leave.

B. Should the Clerk/Treasurer be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Clerk/Treasurer or her estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

C. This agreement shall not limit the rights of the parties to pursue remedies under Washington State Laws should a breach of contract occur which is not able to be mutually resolved by the parties.

#### **SECTION VI - Compensation**

The City of South Bend agrees to pay the Clerk/Treasurer for services rendered, pursuant to this Agreement, at a yearly salary of \$58,592.52 provide appropriate Labor and Industries coverage, make any normal employer contributions to such programs as the City provides, generally to its employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Clerk/Treasurer shall also accrue sick leave and vacation hours at the same rate as the City's union employees and shall receive the same holidays as other City employees.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City Of South Bend employees.

#### **SECTION VII – SEVERANCE PAY**

In the event that the Clerk/Treasurer is terminated by the Authority of the City of South Bend before expiration of this agreement and during such time the Clerk-Treasurer is willing and able to perform her duties daily in the office of the Clerk/Treasurer, the City of South Bend agrees to pay the Clerk-Treasurer a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc., will be due to the Clerk/Treasurer during the severance period.

#### **SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES**

- A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Clerk-Treasurer for professional and official travel, meetings and occasions approved by the Authority in accordance with guidelines approved by the State Auditor.

B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Clerk-Treasurer, (i.e., community luncheons, dinners) where presence is in the Clerk-Treasurers official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the City Clerk is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

**SECTION IX – Indemnification**

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Clerk/Treasurer from any claims or legal actions arising out of the employee's action as City Clerk/Treasurer.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the Clerk/Treasurer of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Clerk/Treasurer have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2016 and shall continue through December 31, 2016.

\_\_\_\_\_  
Julie K. Struck, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dee Roberts, Clerk/Treasurer

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Kim Porter, Deputy Clerk/Treasurer

\_\_\_\_\_  
Date

Approved As To Form: \_\_\_\_\_  
William Penoyar, City Attorney

\_\_\_\_\_  
Date

# PERSONAL SERVICES CONTRACT

## City Supervisor/Building Inspector

This employment agreement between the Mayor and City Council of South Bend, Washington and the City Supervisor/Building Inspector, Dennis Houk, hereinafter referred to as the Supervisor is set forth to continue the established good relationship, to avoid possible misunderstandings, and to provide special benefits to the Supervisor in recognition of the unique nature of the position.

### SECTION I - DUTIES AND RESPONSIBILITIES

#### I – CITY SUPERVISOR

The duties and responsibilities of the Supervisor shall be in accordance with the goals, objectives, policies and plans established by the City of South Bend, past, present and as shall be adopted from time to time. They shall include, but not be limited to the following:

- A. Plan, direct supervise and be fiscally responsible for the Department of Public Works including but not limited to water, sewer, solid waste, streets, docks, parks and public buildings. Includes annual performance evaluations for all assigned staff.
- B. Attend all meetings of the City of South Bend and such other meetings at which his attendance may be required by the body.
- C. Maintain files and make recommendations in aid thereof.
- D. Make appointments and effect removal of Public Works personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City of South Bend about such measures as may affect the operations of the City of South Bend.
- F. Ensure that all local, state and federal laws, rules, regulations, contracts and agreements as may affect the City of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Mayor and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Provide detailed input for the Department of Public Works budget and be present at all budget review meetings.
- J. The Supervisor shall serve as Zoning Administrator, performing the duties assigned by Ordinance, Shoreline Management Act and the State Environmental Act, maintaining relevant files and attending those meetings required for the administration of the aforementioned Zoning Control.
- K. Be an active participant in the Planning Commission.

## 2 – BUILDING INSPECTOR

- A. Plan, direct supervise and be fiscally responsible for the Building Inspection Department. Includes annual performance evaluations for all assigned staff.
- B. Attend any meetings of the City of South Bend and such other meetings at which his attendance may be required by the body.
- C. Maintain files and make recommendations in aid thereof.
- D. Make appointments and effect removal of Building Inspection personnel, in accordance with adopted policies.
- E. Make recommendations to the Mayor and Council of the City of South Bend about such measures as may affect the operations of the City of South Bend.
- F. Ensure that all local, state and federal laws, rules, regulations, contracts and agreements as may affect the City of South Bend are followed and obeyed, subject to recognized authority of the Mayor.
- G. Submit to the City of South Bend's Mayor and Council such reports as may be required by the body or as he may deem it advisable to submit.
- H. Keep the City of South Bend's Mayor and Council fully advised of operational, maintenance and administrative conditions and its future needs.
- I. Provide detailed input for the Building Inspection Department's budget and be present at all budget review meetings.

### **SECTION II - HOURS OF WORK**

The City Supervisor position shall be considered an exempt position under the Fair Labor Standards Act and will not be entitled to overtime for work beyond forty hours within a week unless authorized by the Mayor.

The Supervisor shall work an unscheduled work week. It is recognized that as part of this job, he may be required to spend some time outside normal office hours regarding City business. In recognition of these outside hours, the Supervisor is entitled to establish his working hours as those required to accomplish the necessary business of managing his responsibilities.

### **SECTION III - PERFORMANCE EVALUATION**

The Supervisor may be evaluated annually by the mayor with input from the city council. Responsibilities will be rated in the following areas:

1. Communication (Oral and Written)
2. Analyzing and Problem Solving
3. Decision Making
4. Planning and Organization
5. Management Control
6. Leadership

7. Confidentiality
8. Flexibility
9. Handling Stress
10. Technical Expertise

#### **SECTION IV - TRAINING AND EDUCATION**

The Supervisor will be required to maintain and update his skills and education on an ongoing basis. As a representative of the City of South Bend, he will be authorized and required to attend various workshops, seminars, conferences and other programs.

The City of South Bend agrees to pay for membership dues to those organizations that contribute to continued professional development and improved performance of the Supervisor in his duties and to support his costs to attend their various meetings, conferences, and training programs. All training and meeting expenditures shall require prior approval by the Mayor.

#### **SECTION V - TERMINATION**

A. This agreement may be terminated:

1. By mutual agreement and upon such terms and conditions as agreed to in writing by the Supervisor and the City of South Bend.
2. By the adoption of a resolution approved by affirmative vote of a majority of the City Council for the removal of the Employee as Supervisor with the consent of the Mayor.
3. By resignation of the Employee, provided the Employee shall have provided ninety (90) days written notice to the Mayor and City Council unless parties otherwise agree in writing;
4. By the City of South Bend if the Employee is permanently disabled or otherwise unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond his accrued sick leave.

B. Should the Supervisor be killed or become disabled as a result of attempting to fulfill the duties herein noted, the City of South Bend agrees to pay the Supervisor or his estate the difference between the base salary and any death or disability payments provided by Washington State Workers Compensation or Social Security for a period of twelve (12) months.

C. This agreement shall not limit the rights of the parties to pursue remedies under Washington State Laws should a breach of contract occur which is not able to be mutually resolved by the parties.

#### **SECTION VI - COMPENSATION**

##### **I – CITY SUPERVISOR**

The City of South Bend agrees to pay the Supervisor for services rendered, pursuant to this Agreement, at a yearly salary of \$58,592.52 provide appropriate Labor and Industries coverage, make any normal

employer contributions to such programs as the City provides, generally to its employees and shall maintain health, dental and vision insurance, as well as State Pension as is common to the City's non-union employees. The Supervisor shall also accrue sick leave and vacation hours at the same rate as the City's union employees and shall receive the same holidays as other City employees.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth) within the constraints of the annual city budget. The annual salary shall increase by any annual increases afforded City of South Bend employees.

## 2 – BUILDING INSPECTOR

The City of South Bend agrees to pay the Building Inspector for services rendered, pursuant to this Agreement, at a yearly salary of \$24,000.00 plus 10% of gross building inspection receipts.

It is further agreed that salaries for exempt positions (from the FLSA) will be reviewed when appropriate (for example the assignment of new duties or city growth/decline) within the constraints of the annual city budget.

## **SECTION VII – SEVERENCE PAY**

In the event that the Supervisor is terminated by the Authority of the City of South Bend before expiration of this agreement and during such time the Supervisor is willing and able to perform his duties daily in the office of the Supervisor, the City of South Bend agrees to pay the Supervisor a cash payment in the amount of two (2) week's regular pay for each full year of service to a maximum of 26 weeks. Severance will not be paid if termination is voluntary, involuntary because of cause, because of conviction of willful malfeasance, gross negligence or acts of dishonesty. No other benefits, compensation, or payments, i.e. health insurance, dental insurance, life insurance, retirement contributions, etc., will be due to the Supervisor during the severance period.

## **SECTION VIII – OFFICIAL TRAVEL AND BUSINESS EXPENSES**

### A. Travel

The City of South Bend agrees to budget and to pay travel and the subsistence expenses of the Supervisor for professional and official travel, meetings and occasions approved by the Mayor in accordance with guidelines approved by the State Auditor.

### B. Other Expenses

The City recognizes that certain expenses of non-personal and generally job-affiliated nature are incurred by the Supervisor, (i.e., community luncheons, dinners) where presence is in the Supervisors official capacity representing the interests of the City of South Bend and hereby agrees to reimburse or to pay said general expenses, the City Clerk is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits as required in accordance with state law.

## **SECTION IX – INDEMNIFICATION**

To the extent permitted under the laws of the State of Washington, the City of South Bend shall indemnify and hold harmless the Supervisor from any claims or legal actions arising out of the employee's action as City Supervisor.

This agreement shall be subject to renegotiation upon 90 days written notice by either party prior to the termination date as specified above. Failure of the City to notify the supervisor of their intent not to renew this contract in writing at least 90 days prior to its expiration date shall renew for a twelve month period. If any provisions contained in this agreement are held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

In witness whereof, the Mayor of the City of South Bend and the Supervisor have signed and executed this Personal Services Contract. This agreement shall become effective January 1, 2016 and shall continue through December 31, 2016.

\_\_\_\_\_  
Julie K. Struck, Mayor \_\_\_\_\_  
Date

\_\_\_\_\_  
Dennis L. Houk, City Supervisor/Building Inspector \_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Dee Roberts, Clerk/Treasurer \_\_\_\_\_  
Date

Approved As To Form: \_\_\_\_\_  
William Penoyar, City Attorney \_\_\_\_\_  
Date

**2016 South Bend Municipal Court  
Monthly Recap**

	2016 Total Fines & Forfeitures	Less Payment to Office of Financial Management	Less Reimbursements and/or Restitution	2016 Net Total to Budget	2015 Net Total to Budget
<b>Jan-15</b>	\$9,487.06	(\$4,387.34)	(\$401.23)	\$4,698.49	\$6,615.85
<b>Feb-15</b>					\$4,439.81
<b>Mar-15</b>					\$7,248.46
<b>Apr-15</b>					\$10,141.14
<b>May-15</b>					\$6,953.01
<b>Jun-15</b>					\$8,342.17
<b>Jul-15</b>					\$15,397.76
<b>Aug-15</b>					\$15,219.12
<b>Sep-15</b>					\$9,711.29
<b>Oct-15</b>					\$7,347.05
<b>Nov-15</b>					\$4,735.37
<b>Dec-15</b>					\$4,940.92
<b>Total to Date</b>	\$9,487.06	(\$4,387.34)	(\$401.23)	\$4,698.49	\$101,091.95