

City of South Bend Council Meeting
Monday January 12, 2026 @ 5:30 pm

1. Call to Order
2. Ceremonial Swearing in of Newly Elected Officials
3. **Items from the Public**
4. Approval of Agenda and Consent Agenda
Approval of Minutes: *Regular Meeting December 8, 2025*
5. Correspondence
6. Bill Dorn IV / Certified Creative Districts Presentation
7. DISCUSSION: Removal of the Pledge of Allegiance from City Council Meetings. [ACTION]
8. DISCUSSION: Coalition Support to HB 1806 [ACTION]
9. DISCUSSION: Officially Partnering with America250 WA [ACTION]
10. APPROVAL: Personal Service Contract – Chief of Police [ACTION]
11. APPROVAL: Personal Service Contract – City Supervisor / Building Inspector [ACTION]
12. APPROVAL: Personal Service Contract – City Clerk / Treasurer [ACTION]
13. APPROVAL: Professional Service Contract – City Prosecuting Attorney [ACTION]
14. APPROVAL: Professional Service Contract – Indigent Criminal Defendants [ACTION]
15. Mayor Pro Tem Appointment [ACTION]
16. 2026 Council Committee Discussion
17. Department Head Reports:
 - i) Police Chief Stigall
 - ii) City Supervisor Houk
 - iii) Fire Chief McGee
 - iv) Clerk/Treasurer Johnson
18. Mayor's Report
19. Public Comments – Current Agenda Items
20. Council Comments
21. Future Agenda Topics
22. Adjournment

Unable to attend? Would you like to attend via Zoom?

Zoom Link <https://us02web.zoom.us/j/86203567744?pwd=thVoQGa2EzdqGb8O37ciy6DhxAl3BF.1>

Meeting ID: 862 0356 7744 Passcode: 835513 Dial-In Phone Number: 1-253-215-8782

If you would like to be added to our "Speakers List" your request must be received by 4:00 pm on January 12, 2026. Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to david.johnson@southbend-wa.gov. *Please note that the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.

The City of South Bend strives to provide access and services to all members of the public. Please notify the city at least 48 hours prior to an event if reasonable accommodations are needed.

NOTICE – All proceedings of this meeting are sound recorded
Except Executive Sessions.

Next Regular Meeting Monday January 26, 2026 @ 5:30 PM in the South Bend Council Chambers unless otherwise notified.

South Bend Council Meeting

Monday January 12, 2026

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #50101 thru Check #50177 - \$242,288.51 Including EFT Payments

2. Approval of Payroll Checks

**Payroll – Check #25270 thru Check #25273 - \$203,210.92 Including Direct Deposit,
Benefits, and Payroll Taxes**

12/22/2025 (Hand Pay)**VENDOR****AMOUNT**

50101	Don Scott - Hand Pay	\$	5,000.00	Capital Outlay - Vehicles - Equipment / Streets, Water
50102	ALS Group USA Corp.	\$	550.00	Sample Testing / Water
50103	Aberdeen Office Equipment	\$	188.18	Supplies / All Departments
50104	Cascade Columbia Distribution	\$	2,984.30	Chemicals / Water
50105	Cascadia Computers	\$	253.55	Repair - Maintenance / City Hall
50106	City of Raymond	\$	163.87	Miscellaneous / City Hall
50107	Department of Transportation	\$	1,060.51	Fuel- Police \$377.99 and PW \$682.52
50108	Drug Screens Inc	\$	300.00	Miscellaneous Professional Services
50109	ESO Solutions Inc	\$	1,766.91	Operating Supplies / Fire
50110	FilmTec Corporation	\$	6,720.00	WTP Maintenance Agreement / Water
50111	Gray & Osborne Inc	\$	24,004.41	Library Review Proposal \$1920.95, 2025 RRFB's \$22083.46
50112	H.D. Fowler Company	\$	1,296.69	Sewer Pump - Replacement / Sewer
50113	Honey Bucket	\$	60.29	Portable Toilet / Docks
50114	Jacqueline Stone	\$	1,400.00	Municipal Court Prosecutor- December 2025
50115	Jonathan Quittner	\$	1,000.00	Municipal Court Public Defender - December 2025
50116	Lemay Mobil Shredding	\$	71.22	Materials - Supplies / City Hall
50117	Lexipol	\$	5,601.46	Miscellaneous Dues - Subscriptions / Police
50118	Office of State Treasurer	\$	2,311.60	Court Fines and Forfeitures November 2025
EFT Pay	ONLINE Information Services - EFT Pay	\$	23.20	Credit Reporting / Water, Sewer
50119	Pacific County Department of Public Works	\$	1,865.72	Eklund Park Sewer Charges / December
50120	Pacific County Jail Services	\$	1,357.50	Boarding of Prisoners / Police
50121	Pacific County Prosecutor's Office	\$	29.97	Court Remittances / Court
50122	Pioneer Select Grocery	\$	155.07	Operating Supplies / Police \$137.61, Water \$17.46
50123	SEA Construction LLC	\$	763.33	Gravel / Streets
EFT Pay	Smarsh - EFT Pay	\$	48.45	Archive Capture / All Departments
50124	State Auditors Office	\$	9,452.66	State Auditor Costs / Financial
50125	Sterling Surveying	\$	1,955.00	Miscellaneous Professional Services / Water
50126	Steve's Front End & Brake Inc	\$	297.55	Repair - Maintenance Equipment / Water
EFT Pay	USDA RD	\$	54,660.00	WTP Upgrade Loan
EFT Pay	VISA - EFT Pay	\$	528.50	City Hall \$95.92 Court \$76.70 Water \$206.72 Sewer \$57.17 Streets \$18.82 Parks \$0 Police \$73.57 Fire \$0
50127	Vision Municipal Solutions LLC	\$	894.45	Miscellaneous Professional Services
50128	Walter Nelson	\$	146.20	Operating Supplies / Parks \$141.13, City Hall \$5.07, Water \$, Sewer \$
50129	Washington Association of Building Officials	\$	109.00	Building Pubs - Permits - Professional Services / Financial

50130	Washington State Parks and Recreation Commission	\$	2,459.74	WA Parks & Rec Easement
50131	Willapa Harbor Herald	\$	1,122.00	Legals / City Hall
50132	Willapa Marine Products	\$	394.11	Materials - Supplies / Water, Sewer
TOTAL		\$	130,995.44	

1/12/2026

	VENDOR		AMOUNT	
50133	911 Supply Inc.	\$	4,352.91	Capital Outlay Police
50134	Aberdeen Office Equipment Inc	\$	241.31	Operating Supplies / City Hall \$58.40, Financial \$133.16, Court \$49.75
50135	Ashley Construction	\$	2,272.20	Misc Professional Services / Sewer
50136	Atlas Copco	\$	1,946.94	Repair Maint Equipment / Water
50137	Barnhart Home Cleaning	\$	135.00	Janitorial / City Hall \$ 40, Fire \$40, Police \$40
50138	Ben Silva	\$	250.00	Boot Allowance
50139	Borden's Auto Parts, Inc.	\$	93.01	Repair - Maintenance Equipment / Streets \$64.90, Police \$28.11
50140	Bud's Lumber & Electric	\$	84.54	Supplies / Streets \$22.37, Parks \$0, Water \$43.25, Police \$0, Fire \$0, Sewer \$11.90, Docks \$0
50141	Cascadia Computers	\$	568.05	IT Protection Plan
50142	Chris Orkney	\$	250.00	Boot Allowance
50143	City of Raymond	\$	47,853.22	RWWTP January 2026 \$19470.66, O&M October 2025 \$28,382.55
<i>EFT Pay</i>	<i>Comcast - EFT Pay</i>	\$	1,551.28	Communications / All Depts
50144	Dennis Houk	\$	250.00	Boot Allowance
50145	Department of Licensing	\$	18.00	Concealed Weapon Permit / State Fee
<i>EFT Pay</i>	<i>Dept of Revenue - EFT Pay</i>	\$	10,148.13	December 2025 Excise Tax on Water/Sewer
50146	Englund Marine	\$	433.19	Operating Supplies / Fire
50147	Eric Fuller	\$	1,000.00	Uniform / Boot Allowance
50148	Fluid Engineering	\$	2,887.88	Repair - Maintenance Equipment / Water
50149	Gerald Ashley	\$	893.04	Benefits - LEOFF 1
50150	Grays Harbor County	\$	155.00	Sample Testing - Monitoring / Water
50151	Honey Bucket	\$	250.00	Portable Restroom Pumping
<i>EFT Pay</i>	<i>Invoice Cloud-E Pay</i>	\$	209.40	December 2025 Portal Access Fee
50152	J.P. Cooke Company	\$	95.95	Operating Supplies / City Hall
50153	Jake Gerow	\$	250.00	Boot Allowance
50154	Jerry Miller	\$	250.00	Boot Allowance
50155	Jordan Dockter	\$	1,000.00	Uniform / Boot Allowance
50156	Kelly Spoor	\$	250.00	Boot Allowance
50157	Kenyon Disend	\$	82.50	Professional Services / City Hall
50158	Lucas Stigall	\$	1,000.00	Uniform / Boot Allowance
50159	Luis Gonzales	\$	1,000.00	Uniform / Boot Allowance
50160	Maneman Electric Inc	\$	175.83	Sewer Pump / Sewer
50161	MDS Repair and Testing	\$	649.20	Repair - Maintenance Equipment / Fire
50162	Midnight Frog Studio	\$	216.40	Website Management

50163	Office of the State Treasurer	\$	2,441.65	Court Fines and Forfeitures December 2025 / 4th Qtr Building Permit Fees
50164	One Call Concepts	\$	1.64	Locates
<i>EFT Pay</i>	<i>ONLINE Information Services - EFT Pay</i>	\$	26.39	Credit Reporting / Water, Sewer
50165	Pacific County Prosecutor's Office	\$	29.19	Court Remittances / Court
50166	Pete Hinton	\$	65.00	Interpreter - Municiple Court
50167	Petro Card	\$	1,380.94	Fuel / Fire \$40.56 PW \$842.79 Police \$497.59
50168	Pitney Bowes Bank - Reserve Account	\$	1,000.00	Postage - Meter Rental - Communications
50169	PUD #2	\$	8,701.25	Electric All Depts
50170	South Bend Pharmacy	\$	16.37	Professional Services / Water
50171	South Bend Police Reserves	\$	2,000.00	Uniform / Boot Allowance - Reserves
50172	Tim McGee	\$	250.00	Boot Allowance
<i>EFT Pay</i>	<i>VC3 - EFT Pay</i>	\$	374.24	Dues - Subscriptions / Financial, Water, Sewer
<i>EFT Pay</i>	<i>Verizon - EFT Pay</i>	\$	759.61	All Depts Communication
<i>EFT Pay</i>	<i>VISA - EFT Pay</i>	\$	1,540.41	City Hall \$380.00, Police \$279.67, Parks \$0, Water \$0, Sewer \$0, Street \$0, Court \$257.75, Fire \$622.99
50173	Vision Municipal Solution	\$	11,511.40	Computer Software Maintenance
50174	Washington State Patrol	\$	12.00	CWP - State Fee
50175	Willapa Harbor Chamber of Commerce	\$	250.00	Miscellaneous Dues - Subscriptions / City Hall
50176	Willapa Harbor Herald	\$	120.00	Legals / City Hall
	TOTAL	\$	111,293.07	

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The council meeting was called to order by Mayor Struck at 5:30 pm. Members present, Mayor Struck (Zoom), Councilor Davis, Councilor Corcoran, Councilor Kuiken, Councilor Williams, Councilor Manlow, City Supervisor Houk, Police Chief Stigall, and Clerk/Treasurer Johnson. Fire Chief McGee was absent (excused)

3. ITEMS FROM THE PUBLIC - None

Bruce Weilepp thanked the Mayor for her service. Mayor Dee Roberts presented a retirement award to Mayor Julie Struck, gifted by the City of South Bend, while thanking her and the retiring Council Members (Patricia Corcoran and Clarence Williams) for their service to the City. Commissioner Lisa Olsen also thanked the Mayor and the retiring Council Members for their service. Diantha Weilepp thanked the retiring Mayor and Council Members for their service and also reported a successful library book sale.

4. APPROVAL – Agenda, Consent Agenda, and Prior Meeting Minutes

A motion was made by Councilor Corcoran to approve the Agenda, the Consent Agenda and the minutes of the October 27th, 2025, regular meeting. Motion carried. **Vote: Ayes-5, Noes-0.**

Vendors – Check #50065 thru Check #50100 - \$115,821.73 Including EFT Payments
Payroll – Check #25261 thru Check #25264 - \$155,398.80 Including Direct Deposit, Benefits and Payroll Taxes

5. CORRESPONDENCE - None

6. ORDINANCE #1611 - An Ordinance adopting the Budget for the City of South Bend, Washington for the Fiscal Year ending December 31, 2026 [SECOND READING]

A motion was made by Councilor Williams to adopt Ordinance #1608. Motion carried. **Vote: Ayes-5, Noes-0.**

7. ORDINANCE #1612 – An Ordinance for the City of South Bend, Washington adopting Revised Appropriations and Expenditures to be made in the Calendar Year 2025 [SECOND READING]

A motion was made by Councilor Corcoran to adopt Ordinance #1609. Motion carried. **Vote: Ayes-5, Noes-0.**

8. DEPARTMENT HEAD REPORT -

Chief Stigall reported that the annual Shop-with-a-Cop event was coming up and the department was also finishing up state required yearly trainings. He then offered a thank you to the Mayor and retiring Council Members for their leadership and service to the City. City Supervisor Houk reported that the volume of rain was starting to slowly overwhelm the drainage system and that Public Works was doing all things possible to keep things going well. He also thanked the Mayor and retiring Council Members for their service. Clerk Treasurer Johnson thanked the Mayor and retiring Council members for their service to the City.

7. MAYOR'S REPORT -

Mayor Struck thanked everybody on the Council for their service as well as the Department Heads, praising them individually for their work efforts. She stated she has mixed feelings about retiring, but knows that it is the right decision.

8. PUBLIC COMMENT – CURRENT AGENDA ITEMS - None

9. COUNCIL COMMENTS

Retiring Councilor Williams thanked the mayor and all those working, stating that he also has mixed feelings about retirement, but knows that Norm Olsen will do a great job in filling his position. Councilor Davis offered thanks to the Mayor and retiring Council members for their service. She also stated that she is looking forward to serving with the newly elected Members. Retiring Councilor Corcoran stated that it has been a pleasure to work with the Mayor, Council and Department Heads. In her words, "it has been fun". Councilor Kuiken Thanked the Mayor and the retiring Council members for their service. He believes that together the Mayor and Council have accomplished a major portion of their vision for the City. Councilor Manlow thanked the Mayor, appreciating all she has done. He thanked the retiring Councilors, adding that he has loved working with them.

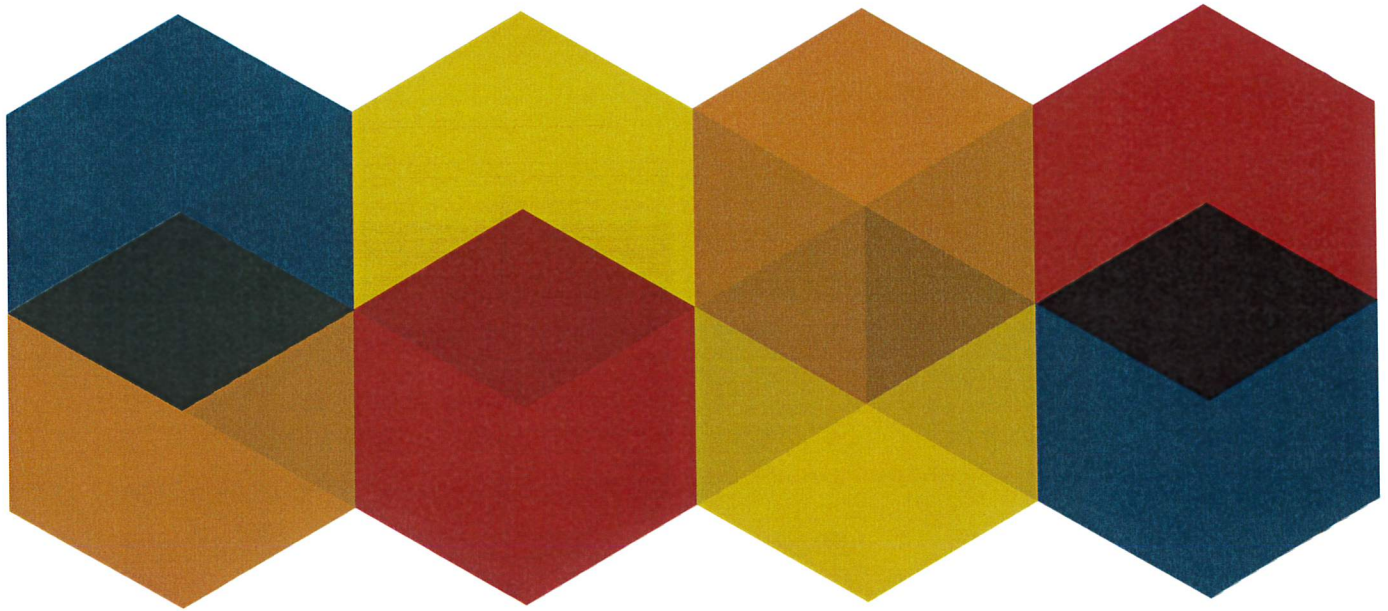
10. FUTURE AGENDA TOPICS - None

11. ADJOURNMENT-

The meeting was adjourned at 5:51 PM to meet again on Monday January 8, 2026 for a regular council meeting at South Bend City Hall.

Julie Struck
Mayor

ATTEST: _____
David Johnson



CERTIFIED CREATIVE DISTRICTS PROGRAM
COMMUNITY READINESS WORKBOOK

FY 25 - 26 EDITION 1.3



WASHINGTON STATE
ARTS COMMISSION

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INTRODUCTION

The state legislature passed a bill in 2017 to fund the Certified Creative Districts program. This bill gave ArtsWA the authority to create and manage this program. The focus of the program is two-fold:

- to help communities create long-term economic opportunities in their region, and
- to support the long-term growth of Washington's arts, culture and creative sector.

Creative Districts are geographically defined areas where a concentration of artistic, cultural, and economic activity takes place. ArtsWA provides a five-year state-certification to communities based on specific criteria. It is an endorsement of the activities that may already exist in a community. It recognizes growth potential for the future. The criteria requires that a broad coalition of stakeholders come together for this process.

The Creative District program provides a platform for artists, creatives and community builders to work together to develop their local creative economy. It fosters innovation, entrepreneurship and community values. This combination creates a holistic, sustainable and diverse economy, so that communities and their future generations can thrive.

HOW WE SUPPORT YOUR SUCCESS

The Creative Districts program creates a support system for communities to achieve long-term goals. Our goal is to see arts, culture and creative industries thrive across the state. We will:

- provide resources to help you plan your program
- offer guidance throughout the planning process
- administer a rigorous and fair application process

If your community becomes a Certified Creative District, ArtsWA will:

- provide ongoing support and advocacy
- provide grant funding (pending availability)
- provide ongoing technical assistance
- host networking activities amongst Creative District communities
- support your community in finding grants and other funding opportunities

- promote success stories to the public, elected officials, and other stakeholders

YOUR FOUNDATION FOR SUCCESS

This toolkit provides a framework to help your community organize a Creative Districts Program. The exercises in this handbook are simple to use. Based on economic development best practices, they were created to help you promote dialogue in your community to establish a successful district.

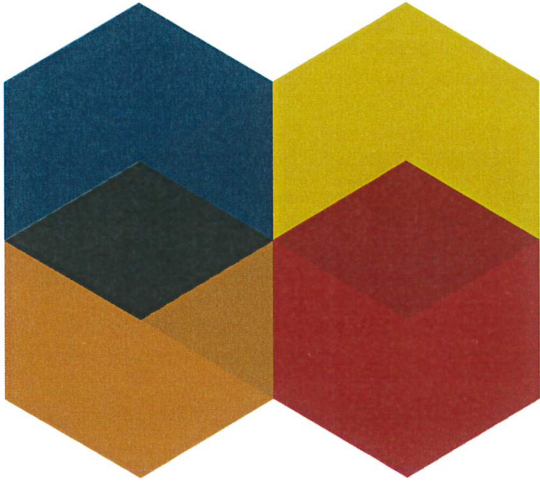
This toolkit as a road map for your community. Understanding your community's strengths and weaknesses will help you choose the direction and focus of your Creative District. Doing the exercises is a requirement of the certification process.

We recommend you read through the entire workbook first before you start to answer the questions. This will give you a holistic idea of what your district can be at the end of the process.

INSTRUCTIONS

1. Please complete all sections. Try to answer as many of the questions as possible. The purpose of this workbook is for you to think about your community's identity and how it is unique compared to other places.
2. Work on the exercises in this toolkit with other members of your community. It is unlikely you will have all the answers by yourself. Getting input from lots of community members will be key in creating a holistic plan.
3. Work on the workbook sections in order. This will help to lay the foundation for your application. Please note that your organization is required to submit a completed version of this workbook with your application.

If your group has questions or concerns about a particular focus area or criteria, please contact the Creative District Program Manager.



SECTION 1: SETTING THE GROUNDWORK

In this section, you will focus on the basic characteristics of your proposed Creative District:

- What are the Creative District's mission, vision and values?
- Where will the district be located?
- What types of arts and creative industries exist in the area?
- What is the demographic makeup of your community?
- What is the community's unique identity as compared to other communities?
- Who will be part of your district planning team?
- Who are the partners involved in planning the Creative District? Are agreements in place that cover how partners will work together?
- Is there an organization or group that will be the District Administrator?

Answering these questions is the foundation of your Creative District. These elements are required in the final application for Certified Creative District designation. This section should be completed first and in its entirety before you move to the next section.

1: VISION, MISSION, VALUES

WHAT IS THE VISION FOR THE CREATIVE DISTRICT? *A statement that describes your ideal future. This short statement should describe how your District will change your community.*

WHAT IS THE MISSION OF THE CREATIVE DISTRICT? *A phrase that describes how you will work toward achieving your vision. In other words, it's what you'll do and how you'll do it.*

WHAT ARE THE COMMUNITY/CREATIVE DISTRICT'S VALUES? *Use short words or phrases to describe the core beliefs or guiding principles your community holds dear.*

2: ARTISTIC AND CULTURAL ACTIVITIES, AND CREATIVE INDUSTRIES

ARTS AND CULTURAL ACTIVITIES

Please describe the types of **artistic or cultural activities** that take place in the region. *Examples: a community center/theatre, business district, training/educational facility, production facility, annual festival, recurring arts-related activity (e.g., Arts Walk), etc.*

PLACE-MAKING/ARTS ANCHOR

Are there place-making and/or arts-related anchor attractions that exist in the community? *Examples include an entertainment complex, museum, waterfront access, etc.*

- Yes
- No
- Don't Know

If so, please list them below:

CREATIVE ECONOMY INDUSTRIES

What other activities take place in the proposed creative district? What other businesses and attractions exist that would appeal to residents and visitors?

Examples include: breweries, food production, publishing, video production/broadcasting, design services, performing arts companies, photography, museums, boat building, etc.

- Yes
- No
- Don't Know

If YES, what are they?

What is missing from these lists? What would you like to see come into your community?

3: COMMUNITY DEMOGRAPHICS AND IDENTITY

DEMOGRAPHICS AND CULTURAL HERITAGE

Please describe the demographics of your community: gender, ethnicity, age, disability, etc. You can find this information from the [US Census Bureau](#) and [Washington State's Office of Financial Management](#).

Please describe your community's cultural or historical heritage. Include information about: indigenous people, pioneers or settlers, the origins of the local economy (consider and include immigrant and migrant populations), etc.

COMMUNITY IDENTITY

Please describe what your community's unique identity is. What sets it apart from other places? Why do you or people you know love your community?

Please describe the district's unique arts and culture niche. What kinds of arts, heritage or cultural activities will people find in your District that they can't find anywhere else?

4: PARTNERSHIPS

Partnership amongst community members and organizations is key to the district's success. A broad agreement of community leaders is a good sign that a district will be successful long-term. Partnership(s) must include local government(s) (or similar entity), and shall include arts organizations, artists and other creatives, local chamber or downtown association, economic development agencies, businesses engaged in arts activities, local tourism bureau, local colleges and/or school districts, local arts agencies, other public agencies such as local port authority or regional transit, regional planning agencies, local tribal governments or agencies, businesses engaged in complimentary industries, etc.

WHO ARE OUR KEY PARTNERS?

Which groups, people, and organizations do we already have on board to ensure our Creative District is successful?

WHO IS MISSING FROM THIS LIST?

Will the partners you've identified write letters of support for your district application?

Will there be a partnership agreement/memorandum of understanding (MOU) between the main partners to help guide activities in district?

Yes No Don't Know

5: DISTRICT ADMINISTRATION

Proposed Districts must designate a structured business entity to act as the **district administrator**. *Types of allowed entities include: local government (municipal or tribal), 501(c)(3) or 501 (c)(6) (such as registered neighborhood organization, downtown development authority, associate development organization).*

Is the total annual operating budget of the administrative organization at least \$20,000 (does not refer to Creative District budget)?

- Yes
- No
- Don't Know

Does the administrative entity agree to include district activities as part of the annual work plan of staff liaison, in compliance with ArtsWA requirements?

- Yes
- No

If the entity is not a local government, does it have the cooperation of the municipal entity that governs the geographical location of the proposed district?

- Yes
- No
- Don't Know

Please identify administrative entity and its operating structure.

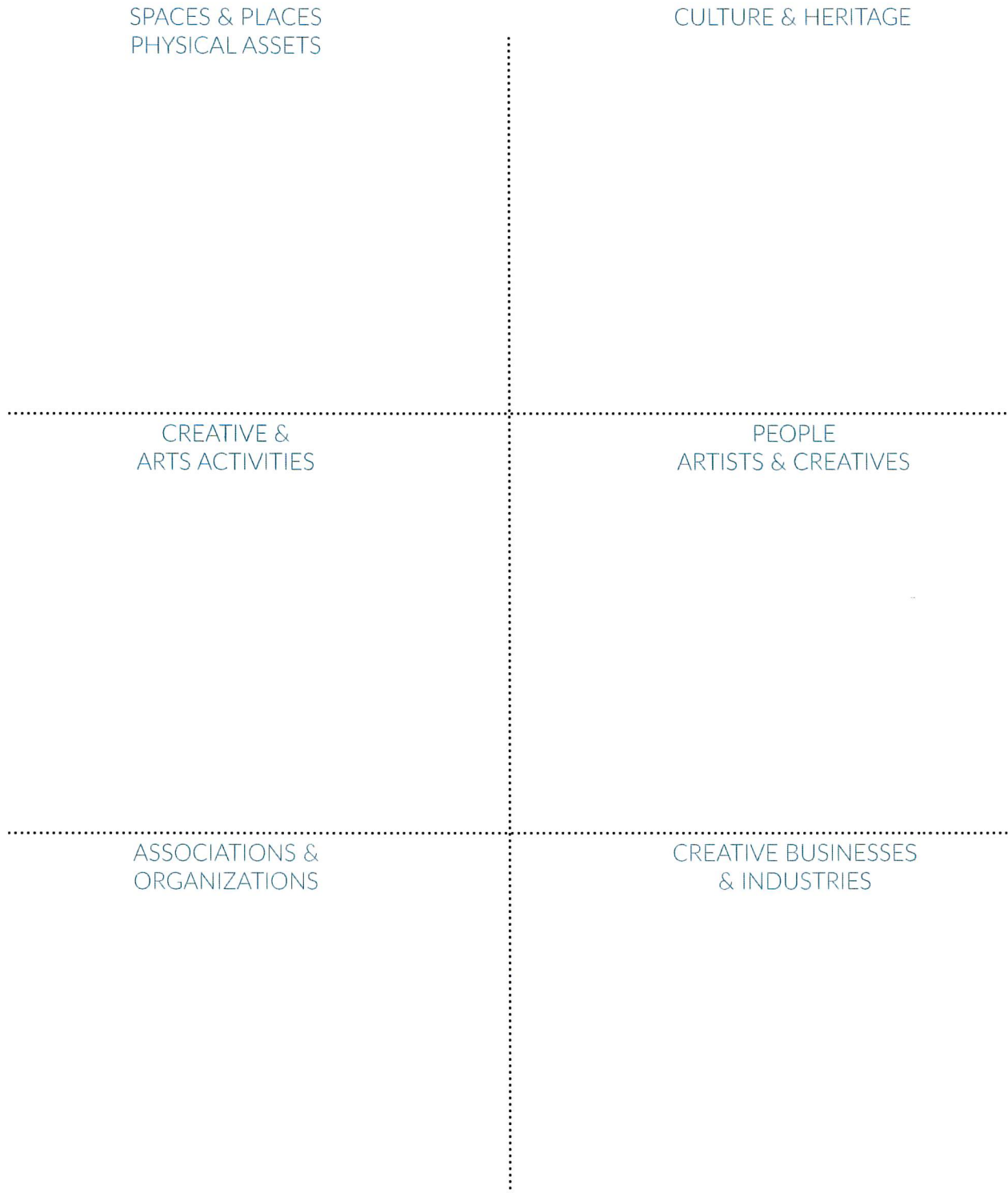
Is there a designated staff position assigned to oversee district activities?

- Yes
- No
- Don't Know

If YES, please describe staff role.

ASSET MAP TEMPLATE

On this page you will make a list (or '**ASSET MAP**') of all the resources in your community within the following areas. The purpose is to identify the resources in your area, and to understand how these resources are connected. This exercise can also be used in a larger community engagement meeting to get a full picture of the assets your community has.



6: GEOGRAPHY AND BUILT ENVIRONMENT CHARACTERISTICS

Is the proposed Creative District a contiguous, well-defined, appropriately sized area?

Yes No Don't Know

If the locale is urban, is the proposed district walkable?


Yes No Don't Know

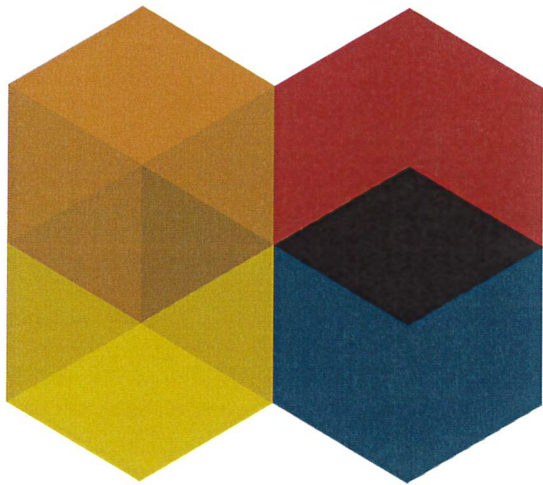
If the locale is rural, are there geophysical barriers that prevent district from being well-defined and functional?

Yes No Don't Know

Are there any barriers that prevent the movement from one place to another in the District? (*e.g., impassable river, freeway, railroad crossing, etc.*)?

Please describe the physical boundaries of the proposed area and include a map.





SECTION 2: DISTRICT DEVELOPMENT AND PROMOTION

The focus of this section will be a deeper dive into the Creative District planning process. You will work on:

- understanding and developing community assets
- reaching underserved communities and incorporating them into the planning process
- knowing your community's strengths and weaknesses
- branding and promoting your Creative District, and
- preparing your community to focus on creative economy activities.

Units in this section include:

- community buy-in
- branding and promotion
- economic development
- education and workforce development, and
- development, land use, and housing.

Please note: Some of the elements in this section are not *required* for your district application, but planning for them will help your Creative District be more successful over time.

7: COMMUNITY BUY-IN & CONNECTION

Has this idea been presented to the elected officials in proposed district?

Yes No Don't Know

If so, will they officially endorse the Creative District as an approved activity?

Yes No Don't Know

If YES, what type of endorsement will they provide?

Are there citizens who can act as advocates or cheerleaders on behalf of the Creative District?

Yes No Don't Know

If so, who are they?

Is there broad community buy-in for the proposed Creative District?

Yes No Don't Know

Have you made concerted outreach efforts to artists and other creatives? Do you have artists and creatives actively working on your planning committee?

Yes No Don't Know

Please describe community outreach activities that your group has done:

Has your outreach been inclusive of underrepresented groups in your community? How are their voices being added to your Creative District planning or activities?

How are you ensuring your Creative District activities reflect the diversity of your community?

8: BRANDING AND PROMOTION

Based on the arts and creative activities you identified in Section 1, list 3 - 4 target markets for the district. Why would they want to come to this District?

TARGET MARKET 1:

Why will they come to the District?

TARGET MARKET 2:

Why will they come to the District?

TARGET MARKET 3:

Why will they come to the District?

TARGET MARKET 4:

Why will they come to the District?

Will there be a marketing and promotional budget assigned to the promotion of the District?

Yes No Don't Know

How does the District intend to promote its arts and tourist activities to these target markets? What types of marketing will you do throughout your first five years of District designation?

What type of marketing or promotional materials or collateral do you think you will need to create in order to successfully market your District?

9: ECONOMIC DEVELOPMENT ACTIVITIES

What is the organization(s) that does economic development work on behalf of the local community?

Please describe activities that community and this organization does or will do to support **creative-sector** economic development.

Is there a designated economic development plan that includes the arts as a driver of economic activity?

- Yes
- No
- Don't Know

If yes, please describe key aspects of the plan:

Are there additional creative economy activities the proposed district is interested in introducing in the future?

Does the region currently have systems in place to help support, train and grow entrepreneurs and small businesses?

Yes No Don't Know

Please describe these systems that exist in the community already. If NO, describe those that you would like to see in the future:

10: EDUCATION, WORKFORCE AND JOB CREATION

ARTS EDUCATION & TRAINING

Does the community support and foster arts educational opportunities for K-12 students?

- Yes
 No
 Don't Know

What are some of the organizations that do this work? What services do they provide?

Does the local community college/school district offer arts-based job training curriculum?

- Yes No Don't Know

If YES, list the curricula:

WORKFORCE DEVELOPMENT

Does the local workforce development agency have a plan to create **workforce development** opportunities in creative economy jobs in region?

- Yes No Don't Know

Do these plans include disadvantaged demographic groups (such as veterans, low-income, persons with disabilities, etc.)?

- Yes No Don't Know

If YES (to either question), please describe some of the plans that assist with developing the local workforce. *Please note, answering this question may require you to forge a partnership with an organization outside the Creative District region.*

11: DEVELOPMENT, LAND USE & HOUSING

LAND USE AND ZONING

Is this area appropriately zoned for intended uses or activities?

Yes No Don't Know

Are there restrictions that could hinder potential development of this area (such as restricted-use zones, environmental mitigation, etc.)?

Yes No Don't Know

Please list the types of land use zone categories in the area:

Are there infrastructure projects (e.g., traffic mitigation, improved lighting) that may need to take place to make the area more accessible or user-friendly?

Yes No Don't Know

Please list any infrastructure upgrades, etc.

RE/DEVELOPMENT OPPORTUNITIES

Are there designated assets that people would like to see redeveloped? *Examples include: historic buildings, transit centers, community plazas, etc..*

Yes No Don't Know

Please describe the identified assets.

HOUSING/ARTIST WORKSPACE

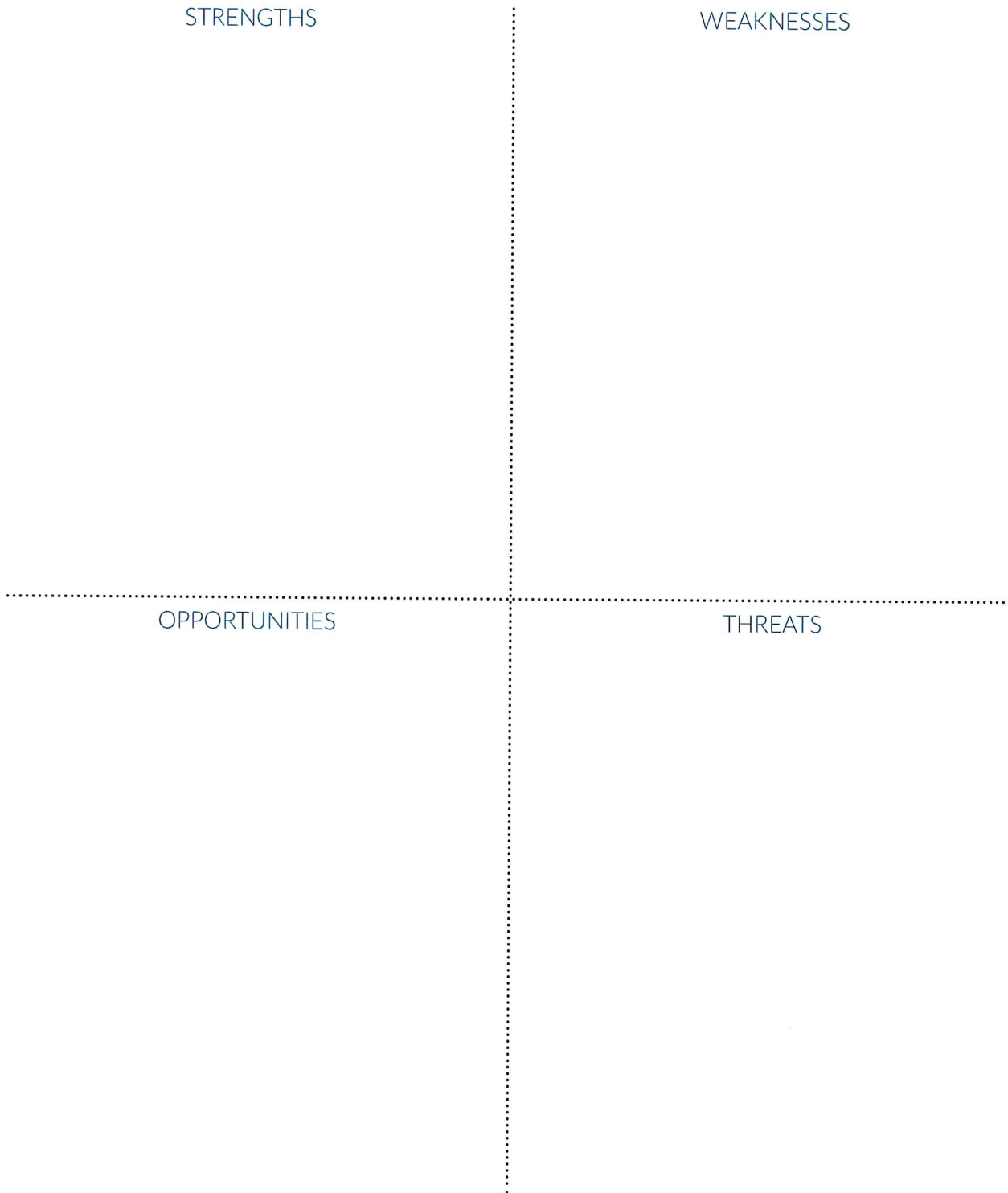
Is there a local need for affordable housing and/or workspace for artists?

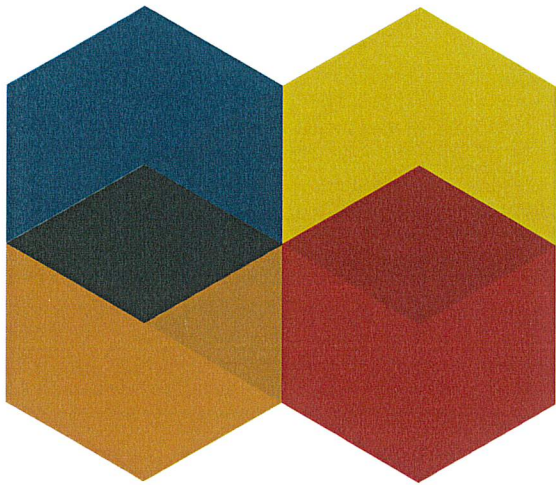
Yes No Don't Know

Please describe the greatest need, and if the Creative District would like to pursue opportunities in this arena:

12: EVALUATING COMMUNITY ASSETS

A **SWOT analysis** is a powerful tool to help you develop your Creative District. A SWOT helps you organize your top strengths, weaknesses, opportunities and threat into a simple organized list.





SECTION 3: CRAFTING YOUR DISTRICT PLAN

You should have a good understanding of what makes your community unique. You should also know how your community can support a cohesive, sustainable, creative and cultural economy. Now it's time to start crafting your Creative District [program plan](#).

In your plan, you should identify goals for your District, and how you plan to achieve those goals. You should measure your creative economy progress in the form of data tracking. ArtsWA will require specific types of data to be tracked in each Creative District. However, we encourage you to think about what other types of data will help you to measure progress that reflects your community values and standards.

13: SETTING GOALS AND MILESTONES

SETTING CREATIVE DISTRICT PROGRAM GOALS

Please describe 3 – 5 goals your District would like to achieve over the next 3 – 5 years:

GOAL 1:

How will this goal advance your Creative District?

GOAL 2:

How will this goal advance your Creative District?

GOAL 3:

How will this goal advance your Creative District?

GOAL 4:

How will this goal advance your Creative District?

GOAL 5:

How will this goal advance your Creative District?

SETTING PROGRAM MILESTONES

Please describe program milestones for Program Years 1, 2, 3 and 5:

YEAR 1 MILESTONES:

YEAR 2 MILESTONES:

YEAR 3 MILESTONES:

YEAR 5 MILESTONES:

14: MEASURING PROGRESS

TRACKING ECONOMIC DEVELOPMENT DATA

Does the proposed district have economic data to demonstrate current or projected growth of sector(s) in region*? Below are a few examples of data you can track. Please feel free to add in data points that are important to your community:

Data Points	Current Data	5 Year Projection (goal)
Number of creative industry jobs within Creative District boundaries		
Number of creative businesses within Creative District boundaries		
Number of total businesses within Creative district boundaries		
Number of visitors/tourists to activities/venues within Creative District boundaries		
Estimated number of children/youth that directly benefit through Creative District activities (include students, participants)		

**ArtsWA has resources to track economic data in the creative sector throughout the United States. We can help you create a benchmark for data analysis if needed.*

Are there additional categories of data, based on stated community values or standards, that the district would like to track that demonstrate creative economy vitality in the region? *Examples include: property value trends, occupancy rates, crime statistics, income levels, relative percentage increase in creative businesses/activities in the region, etc.*

15: PROGRAM SUSTAINABILITY

The Creative District certification comes with a small one-time seed grant from ArtsWA (subject to availability). Does the proposed district administrator have the ability to provide matching operating funds to begin program?

- Yes
- No
- Don't Know

Please describe where these match funds will come from:

Creative District certification lasts for five (5) years. Has the administrative entity thought about how District program activities will be funded during this time?

- Yes
- No
- Don't Know

Please describe funding mechanisms. Please provide 5-year funding projections for Creative District:

GLOSSARY

Artistic or cultural activities: arts or culture-related actions by individuals or companies that generate income or develop job or business opportunities.

Arts and culture niche: arts and cultural products, services or activities that appeal to a specific group of people

Asset mapping: a process to make an inventory or 'map' of resources, skills and talents of people and organizations to find out and connect the links between different parts of a community.

Community assets: a resource that can be used to improve the quality of community life. Examples include: the capacities and abilities of community members; a building or place; a business that provides jobs; or local private, public, and nonprofit institutions or organizations

Community development strategy: an action plan created to promote economic and social progress for a community

Competitive advantage: something that a company or community does better than its competitors due to its services or its brand position.

Creative industries: a group of businesses with highly similar, creative activities at their heart. Examples include: design, music, publishing, architecture, film and video, crafts, visual arts, fashion, TV and radio, advertising, culinary arts, and the performing arts.

Creative sector: a general segment within the economy that describes a general economic activity, in this case, arts, culture and creativity.

District administrator: an appointed staff person or organization responsible for overseeing the work plan and activities of the Creative District

Economic development: a sustained community effort to improve the local economy and quality of life by building capacity to adapt to economic change.

Goals: an observable and measurable end result to be completed within a specific time frame.

Identity: the qualities of a person or group that make them different from others; who or what a person or group is,

Memorandum of understanding (MOU): a document that describes a common agreement on an issue between two or more parties. Generally recognized as binding, even if no legal claim could be based on the rights and obligations laid down in them.

Milestone: a task, objective or stage into which a project is divided. Milestones serve as progress markers for monitoring and measuring achievements.

Partnership: a relationship in which two or more people or organizations work together to achieve a common goal.

Program plan: a written plan for a program that defines goals and describes a plan to reach those goals.

Stakeholder: a person and/or organization who has an interest in or investment in an activity, and who is impacted by, and cares about how it turns out

SWOT Analysis: a study taken on by an organization to identify its internal strengths and weaknesses, as well as its external opportunities and threats.

Workforce development: an approach to economic development that works to enhance a region's economic stability by focusing on the overall employment needs of a region.

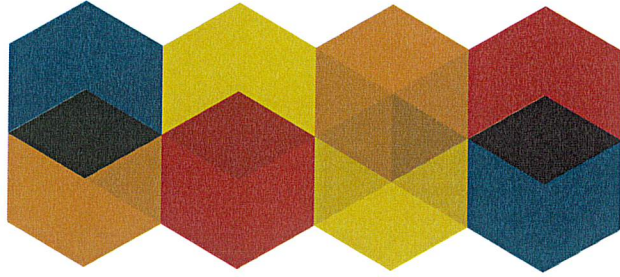
CREATIVE DISTRICT PRE-APPLICATION CHECKLIST

MINIMUM REQUIREMENTS TO APPLY

- Clearly defined District mission, vision and values
- Clearly defined arts and culture identity, with a concentration of artistic or cultural activities and 1 - 2 primary arts or culture-related organizations and industries occurring in region
- Clearly defined Creative District brand
- Designated, contiguous geographic area recognized by local government
- Area is walkable and/or easily navigable
- Designated area is appropriately zoned for activities/intended uses
- Structured entity formally recognized by local government designated as district administrator, with assigned staff role to carry out Creative District activities
- Administrative entity has a minimum \$20,000 total annual operating budget (includes entire budget, not just Creative District funds)
- Broad, demonstrated community buy-in for community designation as Creative District
- Local artists and creatives are actively engaged and participating in District
- Community is actively promoting local arts, culture and tourist activities
- A diverse coalition of community members, including underrepresented groups, are actively participating in District planning
- Program strategic plan covering 3 - 5 years of activity
- Site visit to proposed district by Creative District program staff has been completed
- Completed Community Readiness Workbook (current edition), to be included in district application

ADDITIONAL CONSIDERATIONS FOR A SUCCESSFUL DISTRICT

- Partnership agreement amongst entities, to help guide activities in district (if applicable)
- Engaged in preservation or promotion of cultural or historical heritage
- Exploring opportunities around maker space and/or affordable housing for artists and creatives
- Economic and workforce development plans to bolster creative economy for region
- Economic development data to demonstrate current or projected growth of sector(s) in region
- Engaged in attracting creative entrepreneurs, investment and/or other related economic development activities to community



WASHINGTON CERTIFIED
CREATIVE DISTRICTS PROGRAM



Aaron Semer, Creative Districts Program Manager
Washington State Arts Commission | PO Box 42675 | Olympia WA 98504-2675 | www.arts.wa.gov
360-252-9982 direct | 360-753-3860 agency | aaron.semer@arts.wa.gov



David Johnson <david.johnson@southbend-wa.gov>

Pledge of Allegiance

Bethany Barnard <bethany.barnard@southbend-wa.gov>
To: David Johnson <david.johnson@southbend-wa.gov>

Fri, Jan 9, 2026 at 2:15 PM

Bethany Barnard, Mayor
City of South Bend, Washington
Statement on Pledge of Allegiance

As you may have noticed, the Pledge of Allegiance has been removed from the agenda. I would like to invite a Council discussion on this topic during the meeting. Because I am not permitted to discuss this matter with more than two Council members outside of our official meetings, I felt it was most appropriate to include everyone in this conversation. I would also like to share my perspective and note that, from a legal standpoint, we are not required to recite the Pledge of Allegiance during our meetings.

When we open every meeting by saying the Pledge of Allegiance, we make a promise. "Liberty and justice for all" only works if it's true for everyone in our community. Right now, it isn't. Not for every family. Not for every worker. Not for every neighbor who struggles to be seen, heard, or treated fairly.

I believe in those words. I take them seriously. And because I take them seriously, I can't start our meetings with something that asks people to recite a commitment we know we, as a Nation, haven't fully lived up to.

My decision is not about rejecting our country or our values. It's the opposite. It's about holding us accountable to the ideals we say we believe in. Leaders should be honest with the people we serve. If we want to strengthen this community, we have to be willing to name where things fall short.

In the words of the great Dr. Martin Luther King Jr., "No one is free until we are all free." My job as Mayor is to help close the gap between our ideals and our reality. That means centering respect, fairness, and belonging for every resident in South Bend.

Anyone on Council who wants to say the pledge is always welcome to during your comments. However, I simply will not require it as part of our formal agenda. Instead, we'll begin our meetings with the work of building the kind of community where "liberty and justice for all" becomes something we can all say and truly mean.

I hope this decision encourages us to think more deeply about who we are, who we want to be, and how we treat one another. Our actions should reflect our values. That's the standard I'm committed to upholding as your Mayor.

[Quoted text hidden]

--
Respectfully,
Bethany Barnard, Mayor
Chinook/Chehalis
City of South Bend
PO Drawer 9
South Bend, WA 98586
360.875.5571

Office hours are on Monday & Friday afternoon and by appointment.

Investing in Washington's Coastal Communities

Dear Legislators,

We are writing on behalf of a broad coalition of Washington's seafood processors, business organizations, associations, ports, cities, and counties to urge your strong support for House Bill 1806. This vital legislation represents a strategic, equitable investment in the infrastructure and workforce sustaining Washington's commercial fishing industry.

Washington's fishing-dependent cities, counties, and ports generate significant economic activity through commercial seafood landings. Yet, these communities often see little direct benefit from the tax revenue their industry produces. Many of these communities are among the most economically challenged in our state, facing persistent barriers to growth and prosperity.

Currently, over \$3.5 million is collected annually via the Enhanced Fishery Excise Tax, but the cities and counties where fish are landed receive no direct share. HB 1806 will redirect a portion of this revenue, specifically, 30% of the enhanced fish tax, from the state's General Fund to local governments where the fish is first possessed. This correction ensures the communities anchoring this vital industry benefit from the economic activity they support.

Why HB 1806 Matters:

- Critical Infrastructure and Supply Chain Efficiency: Commercial fishing districts are the backbone of transporting and exporting millions of pounds of seafood each year. The heavy loads hauled by seafood transport trucks place considerable strain on local infrastructure. By sending a share of tax revenue back to these communities, HB 1806 will enable local governments to reinvest in essential infrastructure, water supply, roads, wastewater treatment, and services that support the commercial fishing and processing industry, improving efficiency, resilience, and safety across the seafood supply chain. This targeted reinvestment is especially critical for coastal towns with limited resources, helping to level the playing field for economically challenged areas.
- Economic Development and Workforce Support: Washington's commercial fishing industry drives \$3.8 billion in statewide business output and supports 16,000–17,000 jobs across harvesting, processing, and maritime services. The stable funding stream created by HB 1806 will empower local governments to support economic development initiatives, including maritime innovation hubs, small business support, workforce housing, and workforce training tailored to fishing-dependent communities. Additionally, investments in stable housing will help retain skilled labor, reduce turnover, and strengthen operational continuity for seafood processing and maritime service providers.
- Collaborative Planning for Maximum Impact: HB 1806 enables ports to partner directly with cities and counties by entering into local agreements, which will promote coordinated planning and efficient use of funds. This collaborative approach will ensure investments align with local priorities and leverage regional expertise, further strengthening Washington's leadership in sustainable seafood production.
- Environmental and Economic Resilience: By reinforcing waterfront infrastructure and services, HB 1806 strengthens regional economies, protects environmental health, and ensures

Washington's coastal cities and ports remain competitive and resilient in the face of future challenges.

Legislative action during the 2026 session is crucial. Redirecting a portion of Enhanced Food Fish Tax revenue to the communities responsible for generating it will empower Washington's fishing towns to invest in the infrastructure, water systems, and housing needed to sustain both their heritage and future growth. We stand ready to assist in advancing HB 1806, a fiscally responsible measure foundational to the long-term health of our working waterfronts and the communities that depend on them.

Please support HB 1806 to ensure commercial fishing revenue delivers meaningful returns to those who need it most.





America's 250th in Washington State

The 250th anniversary of the signing of the Declaration of Independence in 2026 is a once-in-a-generation moment to come together with a shared purpose.

This commemoration is not only an opportunity to reflect on the past by sharing the many stories that have shaped Washington State, but also an opportunity to look to the future and build stronger, more connected communities.

Join the Effort

Organizations around the state can get involved by signing up to be an official America250 WA partner. The partnership program is FREE and available for:

- Local governments
- Historical organizations and museums
- Libraries and Schools
- Community and Service Organizations
- Veterans and Military Groups
- Fraternal Organizations
- Youth Groups
- Tribal Nations
- Arts and Cultural Organizations
- Chambers of Commerce
- Tourism and Main Street Organizations

Key Dates in 2026

June 14: Day of Service (Sun)

A nationwide effort to reinvigorate a culture of service in our communities.

July 4: Independence Day (Sat)

Communities around the state will commemorate the 250th anniversary of the Declaration of Independence.

Aug. 8: Washington Museum Day (Sat)

Museums around the state are encouraged to be open and offer free or discounted admission.

Sept. 17: Day of Civic Engagement (Thurs)

Communities are encouraged to participate in activities that promote the importance of civic participation.



Become An Official Partner:

www.America250WA.org/Partners

Contact Us: info@America250WA.org | www.America250WA.org

PERSONAL SERVICES CONTRACT

Chief of Police

This employment agreement between the Mayor and City Council of South Bend, Washington and the Chief of Police, Lucas W. Stigall, 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 \$94,367.76 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 300 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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

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, 2026 and shall continue through December 31, 2026.

Bethany Barnard, Mayor

Date

Lucas W. Stigall, Police Chief

Date

Attest: _____
David Johnson, Clerk/Treasurer

Date

Approved as To Form: _____
Robert Zienemann, 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 \$93,244.56 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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

2 – BUILDING INSPECTOR

The City of South Bend agrees to pay the Building Inspector for services rendered, pursuant to this Agreement, an annual salary of \$8,755.20 (The annual salary shall increase by any annual increases afforded City of South Bend employees) plus 20% 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, 2026 and shall continue through December 31, 2026.

Bethany Barnard, Mayor

Date

Dennis Houk, City Supervisor/Building Inspector

Date

Attest: _____
David Johnson, Clerk/Treasurer

Date

Approved As To Form: _____
Robert Zienemann, 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, David Johnson, 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 Auditor's office and be responsible for the annual State examination and the follow-up on any recommendations 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. Maintain all the necessary records and perform all of the duties associated with the Civil Service Commission including but not limited to Civil Service Secretary, Chief Examiner and Physical Ability Test Administrator.
- L. Maintain all grant records including all correspondence, fund reimbursement requests, certified payroll reports, contracts, bid documents, change orders and all other documents needed to comply with each agencies requirements which also includes having everything compiled and available for audit and project close out purposes.
- M. Serve as the Public Records Request (PRR) liaison. Public Records Requests are routed through the city's website to the appropriate department. The Clerk/Treasurer oversees the requests to verify completion.
- N. Perform all payroll functions including monthly, quarterly and annual report filing including W2 and 1099 preparation/reporting.
- O. Provide financial analysis as needed for utility rates and charges projects, contracts, long term city plans, etc.
- P. Coordinate with the city's insurance carriers for risk management, insurance coverage purchases and claims management.
- Q. Supervise office staff as assigned including annual performance evaluations.
- R. 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 essentially 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 their duties and responsibilities because of sickness, accident, injury, mental incapacity or health problems extending beyond their 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 their 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 \$80,182.44 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.

For payroll purposes the *monthly* wage is based on 173.33 hours per month.

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 their 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, 2026 and shall continue through December 31, 2026.

Bethany Barnard, Mayor

Date

David Johnson, Clerk/Treasurer

Date

Attest: _____
Kim Porter, Administrative Assistant

Date

Approved As To Form: _____
Robert Zeinemann, City Attorney

Date

CONTRACT FOR PROFESSIONAL SERVICES CITY PROSECUTING ATTORNEY

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Jacqueline Stone, c/o Stone Law Firm, LLC, 12621 SE 42nd St Bellevue, WA 98006.

WHEREAS, the City of South Bend wishes to contract with an Attorney familiar with the prosecution of criminal and infraction matters;

WHEREAS, Jacqueline Stone is an Attorney licensed to do business in the State of Washington and is familiar with the prosecution requirements of a Municipal Court and is qualified and possesses technical and professional expertise to perform the services and/or tasks set forth in this agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the City of South Bend and Jacqueline Stone (hereinafter referred to as Prosecuting Attorney) agree as follows:

I. SCOPE OF SERVICES:

The Prosecuting Attorney is being contracted by the City of South Bend to:

- A.** Represent the City, within the jurisdiction of The Municipal Court established by the City of South Bend Municipal Code, Chapter 2.20, in all causes arising from (but not limited to) violations of City Ordinances, whether Civil or Criminal including traffic violations; The provisions of RCW chapter 3.50 and all relevant City of South Bend Ordinances are incorporated by this reference as if fully herein set forth; and
- B.** Represent the City in jury trials and in appeals from Municipal Court to Superior court and beyond; and
- C.** Maintain documents, reports, and compilations of whatsoever kind or nature that is necessary for the performance of the work undertaken pursuant to this agreement; and
- D.** Communicate with City Officials and employees both orally and in writing as necessary for the performance of the work undertaken pursuant to this agreement.

II. COMPENSATION (AS INDEPENDENT CONTRACTOR)

For the services rendered pursuant to this agreement the city will provide the Prosecuting Attorney with a monthly payment of \$1,400.00 excluding sales tax.

In addition, the Prosecuting Attorney shall receive for bench or jury trials which are held on a date other than the regular arraignment/motion calendar the sum of \$350 the first half day of trial and \$250 each subsequent half day of trial.

The Prosecuting Attorney is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees.

The Prosecuting Attorney as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Prosecuting Attorney were held to be an employee of the City.

III. COMPLIANCE WITH LAWS

A. The Prosecuting Attorney, in the performance of this agreement, shall comply with applicable federal, state, and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to assure quality of services.

B. The Prosecuting Attorney agrees to pay any applicable Federal, State, County, or municipal business and employee taxes which may be due on account of this agreement.

IV. NON-DELEGATION

The services to be furnished under the terms of this agreement shall be performed by the Prosecuting Attorney personally and shall not be delegated or subcontracted in whole or in part without the express consent of the Mayor of the City of South Bend. It is understood, however, that if the Prosecuting Attorney has a conflict of interest with a defendant, the case will be referred to the County Prosecutor's office at no expense to the City.

V. DURATION

The term of this agreement shall begin on January 1, 2026 and shall terminate on December 31, 2026 unless sooner terminated according to provisions herein.

This agreement will be reviewed annually by the City Council of the City of South Bend prior to any increase in compensation and/or extension of this agreement beyond the final date of duration.

VI. HOLD HARMLESS AND INDEMNIFICATION

The Prosecuting Attorney shall indemnify and hold the City of South Bend and its agents, employees and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City of South Bend arising of this agreement.

In addition, said attorney, an independent contractor for the City of South Bend, shall provide personal Professional Liability Insurance in the amount of not less than one half million dollars (\$500,000.00) and name the City of South Bend as an Additional Insured with respect to same.

VII. TERMINATION

A. Termination for Convenience:

The City of South Bend or the Prosecuting Attorney may terminate this agreement by at least thirty (30) days written notice.

B. Termination for Cause:

If the Prosecuting Attorney fails to perform in the manner called for in this agreement, or if the Prosecuting Attorney fails to comply with any other provisions of this agreement, the City of South Bend may terminate this agreement effective immediately for cause.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

FOR THE CITY OF SOUTH BEND:

PROSECUTING ATTORNEY:

Bethany Barnard, Mayor

Jacqueline Stone

ATTEST:

David Johnson, Clerk/Treasurer

CONTRACT FOR LEGAL SERVICES FOR INDIGENT CRIMINAL DEFENDANTS

This agreement is entered into between the City of South Bend, Washington, an Optional Municipal Code City operating under the Mayor-Council Plan of Government as defined by Chapter 35A.12 of the Revised Code of Washington, and Jonathan Quittner, P.O. Box 748, Ilwaco, WA 98624.

WHEREAS the City of South Bend wishes to contract with an Attorney familiar with the requirements for legal representation for the defense of indigent defendants for criminal and infraction matters;

WHEREAS, Jonathan Quittner is an Attorney licensed to do business in the State of Washington and is familiar with the requirements for legal representation of indigent defendants in a Municipal Court and is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise to perform the services and/or tasks set forth in this agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the City of South Bend and Jonathan Quittner (hereinafter referred to as Public Defender) agree as follows:

I. SCOPE OF SERVICES:

The Public Defender is being employed by the City of South Bend to:

- A.** Provide legal representation in all criminal matters and any other matters for which the Court makes an appointment for an attorney based upon applicable statutes, case law or court rules providing for a court appointed attorney, on the basis of the person's indigence, within the jurisdiction of The Municipal Court established by the City of South Bend Municipal Code, Chapter 2.20; and
- B.** Report to the Court any improvement in the person's financial condition that the Public Defender becomes aware of subsequent to the initial appointment of counsel; and
- C.** Communicate with City Officials and employees both orally and in writing as necessary for the performance of the work undertaken pursuant to this agreement.
- D.** Investigative services that may be necessary for Public Defender to defend clients will be separate from this contract. Public Defender shall apply to the Municipal Court by motion to request funding for investigative services.

II. COMPENSATION (AS INDEPENDENT CONTRACTOR)

For the services rendered pursuant to this agreement the City will provide the Public Defender with a monthly payment of \$1,000.00 excluding sales tax.

The Public Defender is an independent contractor and is not entitled to any benefits enjoyed by the City's regular permanent employees other than participation in the City's deferred compensation plan.

The Public Defender as an independent contractor waives any claim in the nature of a tax, charge, cost or employee benefit which would attach if the Public Defender were held to be an employee of the City.

III. COMPLIANCE WITH LAWS

- A.** The Public Defender, in the performance of this agreement, shall comply with applicable federal, state, and local laws and ordinances, including regulations for licensing, certification, accreditation and any other standards necessary to assure quality of services.
- B.** The Public Defender agrees to pay any applicable Federal, State, County, or municipal business and employee taxes which may be due on account of this agreement.
- C.** The Public Defender warrants that he has read the *Wilbur* decision, and warrants that he is able to comply with the New Standards for Indigent Defense as outlined by the Supreme Court of the State of Washington and as adopted by the City of South Bend. The Public Defender agrees to track his caseload with the City of South Bend, and to assure that his total caseload as a Public Defender in other courts, combined with his caseload in South Bend, does not exceed the Supreme Court Standards.

IV. NON-DELEGATION

The services to be furnished under the terms of this agreement shall be performed by the Public Defender personally and shall not be delegated or subcontracted in whole or in part without the express consent of the Mayor of the City of South Bend.

V. DURATION

The term of this agreement shall begin on January 1, 2026 and shall terminate on December 31, 2026 unless sooner terminated according to provisions herein.

This agreement will be reviewed annually by the City Council of the City of South Bend prior to any increase in compensation and/or extension of this agreement beyond the final date of duration.

VI. HOLD HARMLESS AND INDEMNIFICATION

The Public Defender shall indemnify and hold the City of South Bend and its agents, employees and/or officers harmless from any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City of South Bend arising out of, in connection with, or failure to perform any aspect of this agreement.

VII. TERMINATION

A. Termination for Convenience:

The City of South Bend or the Public Defender may terminate this agreement in whole by at least thirty (30) days written notice.

B. Termination for Cause:

If the Public Defender fails to perform in the manner called for in this agreement, or if the Public Defender fails to comply with any other provisions of this agreement, the City of South Bend may terminate this agreement effective immediately for cause.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first herein above written.

FOR THE CITY OF SOUTH BEND:

PUBLIC DEFENDER:

Bethany Barnard, Mayor

Jonathan Quittner

ATTEST:

David Johnson, Clerk/Treasurer

2026 Council Committee's

Mayor Barnard

Chair – Streets

Chair – Public Works

Chair – Finance

Council Position #1

Wyatt Kuiken

Fire Dept.

Docks/Parks

Public Works

Council Position #2

Darren Manlow (Mayor Pro Tem)

Streets

Police

Council Position #3

Teresa Ariss

**Finance*

**Public Works*

**RWCC*

Council Position #4

Jan Davis

Fire Dept.

Finance

Parks

Housing Authority Rep.

Council Position #5

Norman Olsen

**Police*

**Streets*

**RWCC*

** positions held by previous Council Position Holders / All committees up for discussion*