City Of Woodland
Council Agenda Summary Sheet

Agenda Item: Approval of employment agreement with Webb Wilbanks, Building Official	**Agenda Item #:** Action (E)
	For Agenda of: January 21, 2014
	Department: Public Works
	Date Submitted: January 16, 2014

Cost of Item: NA
Amount Budgeted: NA
Unexpended Balance: NA

BARS #: Fund 001 – Building Department
Description: Building Official Agreement

Department Supervisor Approval: *Public Works Department /s/* Bart Stipp

Agenda Item Supporting Narrative (list attachments, supporting documents):

1) Proposed Employment Agreement
2) Building Official Job Description

Summary Statement:

Background:

In December City Council approved making our Building Official position full time. Webb Wilbanks, who has been the City's part time Building Official since 2011, will be the full time Building Official.

With increased home building and the high school underway a full time building official is very much needed in Woodland.

Staff recommends approval.

CITY OF WOODLAND, WASHINGTON
Building Official Employment Agreement
Webb Wilbanks

The purpose of this Agreement is to confirm the terms of employment relationship between the City of Woodland, (hereinafter referred to as "Employer" or "City"), and **Webb Wilbanks**, (hereinafter referred to as "Employee").

1. TERM OF AGREEMENT

Employer and Employee agree that the Employee will commence his full time employment as the City's Building Official beginning January 1, 2014 and shall continue in such position unless he unilaterally separates from his employment or this Agreement is terminated in accordance with the provisions set forth herein.

2. POSITION AND DUTIES

(a) Employer and Employee agree that Employee will be employed as City's Building Official and that in this capacity Employee will undertake all such duties ordinarily associated with the Building Official as well as other reasonable duties as assigned by the Mayor. The general duties of the position are described in the Building Official Job description, dated January 16, 2014 attached hereto and incorporated by reference herein as Exhibit "A". The City reserves the right to amend and modify said job description. The amendments and modifications will become part of this agreement.

(b) The Building Official is an "at-will" employee and may be terminated from employment at any time, with or without notice, for any contractual or other lawful reasons in accordance with this Agreement.

(c) Employee understands that from time to time Employee may be assigned other duties in addition to those described and that Employee's responsibilities may be modified or expanded at any time by Employer in

order to accommodate the needs of City. Employee further understands and agrees that the Building Official position is an exempt, non-civil service "full-time" management position and requires the Employee to work the hours necessary to fulfill the duties of the position. It is understood and agreed that the Building Official position occasionally requires a work week in excess of forty (40) hours. The forty hour work week is a regular and normal part of Employee's responsibilities and that the consideration paid for Employee's service reflects that circumstance. Under no circumstances shall she be entitled to overtime compensation for hours in excess of forty (40) hours per week. The rules for Fair Labor Standards Act (FLSA) will be complied with and followed in this classification determination.

(d) Employee agrees to devote his full-time efforts to his duties with the City of Woodland and further agrees not to directly or indirectly engage or participate in any activities while employed with Employer that would conflict with the best interests of the City.

3. EMPLOYER'S COVENANTS

Employer agrees to furnish Employee with such equipment, employees and services as the Mayor and City Council deem necessary to perform Employee's duties under this Agreement.

4. SALARY AND BENEFITS

Unless stated otherwise in this Agreement, Employee shall receive the employee benefits set forth in this Section 4 as such benefits are defined, described and administered in the "Personnel Policies for the City of Woodland", City of Woodland Ordinance No. 1184 as presently enacted or later amended. The City reserves the right to modify and amend said Personnel Policies. The current Personnel Policies for the City of Woodland including the administrative and other related provisions for salary and benefits are attached as Exhibit B. The salary and benefits for this Agreement are as

follows:

(a) Employee shall begin employment as Building Official at Step 9 and his compensation shall be set in accordance with the City of Woodland's 2014 Administrative Exempt Step Plan. Per Step 9, the Employee's monthly salary shall be Four Thousand Nine Hundred Twenty Four Dollars ($4,924.00) beginning January 1, 2014, and continuing through December 31, 2014. The salary may be adjusted for both cost of living [COLA] and for non-COLA reasons [e.g., change in Step or change within Step].

i. COLA: Council approved cost of living adjustments take effect on January 1. For example, for purposes of this Agreement, if the City Council adopts a COLA in its 2015 Annual Budget, then Employee's salary shall be adjusted on January 1, 2015 by that cost of living increase.

ii. Non-COLA: Any future non-COLA salary adjustments shall take place on the Employee's anniversary date of this contract, January 1. Therefore any non-COLA salary adjustments approved in 2014 will not take effect prior to January 1, 2015. Non-COLA salary adjustments are not automatic but are subject to annual budget approval, to salary range and steps as set by the City Council and to individual performance review by the Mayor or City Administrator.

(b) A City owned vehicle (including all fuel and maintenance) will be provided for work related transportation and/or the City will reimburse personal vehicle mileage for work related duties per City Policy.

(c) Pursuant to Ordinance 1184 as presently enacted, Employee is granted annual vacation of not less than twelve (12) working days per year to be accrued as follows: For the period beginning January 1, 2014, eight (8) hours of vacation per month shall accrue to the benefit of the Employee, and thereafter on the anniversary of each year of employment. Additional vacation time will accrue in accordance with the schedule set forth in Ordinance No. 1184, Section 13 or as presently enacted or later amended.)

Any rights to or restrictions on the accrual, loss or carry-over of vacation time shall be controlled by Ordinance No. 1184, as presently enacted or later amended;

(d) Pursuant to City policy and within the funds budgeted, approved expenses of a non-personal nature but "job related" and incurred by Employee shall be paid by the City. The City Clerk-Treasurer is obligated to make payment thereof or reimbursement therefore, only upon receipt of duly executed vouchers and receipts. Purchases made by credit card must comply with the City of Woodland Credit Card Policy #2003-001, as presently enacted or later amended, or will not be reimbursed;

(f) The City shall pay the education, travel, subsistence, registration and incidental expenses incurred by Employee in connection with his professional development by attendance at various meetings and conferences including, but not by way of limitation, such as the Southwest Washington Chapter of the International Code Council, and such others as are approved by the Mayor, but only to the extent such expenses are within the budget line-item and total department budget.

(g) For the period beginning January 1, 2014, not less than eight (8) hours of sick leave per month shall accrue to the benefit of the Employee, as pursuant to Ord. 1184, Section 10. Any rights to or restrictions on the accrual, loss or carry-over of sick leave shall be controlled by the terms of Ordinance No. 1184, as presently enacted or later amended.

(h) City shall provide medical, dental and vision insurance coverage for the Employee to the extent authorized in the annual budget. The City may provide such benefits to Employee's dependents but shall provide to the extent they are provided for the dependents of City-employees not subject to collective bargaining agreements. Basic Life and Accidental Death Insurance may also be provided to the Employee to the extent authorized in the annual budget.

5. TERMINATION

This Agreement shall be terminated upon the occurrence of any one of the following events:

(a) ***Death.*** This Agreement terminates on the death of employee;

(b) ***Disability.*** This Agreement terminates 120 days from the date the Employee becomes incapacitated from illness, accident or other disability and is unable to perform his normal duties. This 120 day period may be extended by the Employee by the accumulated number of leave days which have not been exhausted or have not expired. The City is not obligated to compensate the Employee during any period of incapacity beyond the accumulated leave balance.

(c) ***Termination Without Cause.*** Consistent with Employee's at-will status, the Employer has the right to terminate the Employee without cause as a matter of right upon written notice to the Employee.

i. Immediate Termination: Should the Employer choose to make a no-cause termination effective immediately, excepting termination during the probationary period, Employee shall be paid severance in the following amounts based on the effective date of the termination.

1) On or after January 1, 2015, one month's wages;

2) On or after January 1, 2016, and thereafter, two month's wages;

The probationary period is twelve months, January 1, 2014 through December 31, 2014.

ii. Termination for Specific Future Date: If a no-cause termination is not immediate, and if the Employee continues working for the City through a specified termination day and if the City continues paying Employee his salary (or a pro-rated sum) through the specific termination date, the City shall have no obligation to pay severance of any kind.

(d) ***Termination For Cause.*** Consistent with Employee's at-will status, the Employer has the right to terminate the Employee. The City shall have no obligation to pay severance. For purposes of this Agreement, the term "cause" includes but it is not limited to the following:

i. Breach by Employee of any material provision of this Agreement, the violation of the City's Personnel Policies, included but not limited to the acts or omissions set forth in Section 19.3 or the violation of any City policy or Washington State law establishing standards for employee conduct and responsibilities and for conduct of municipal officials;

ii. Employee's material violation by Employee of any statutory or common law duty of loyalty to Employer;

iii. Employee's conviction of a felony or any unlawful act involving moral turpitude.

iv. Employee's violation of any federal, state or municipal statutorily enacted code of ethics and/or violation of any regulations concerning conflicts of interests;

(e) ***Termination by Employee.*** Employee may terminate this Agreement by giving to the City forty-five (45) days advance written notice. The written notice shall state the Employee's last day which shall be later than 45 days from the date of the notice is personally delivered to the Mayor or Clerk-Treasurer. Employee agrees to make himself reasonably available in order to facilitate transition.

(f) ***Exclusion of Section 19.4 [4] of the Personnel Policy for Probationary Period.*** Section 19.4 [4] of the City of Woodland Personnel Policy describes the City's Disciplinary Action Process. Section 19.4 [4] of the Personnel Policy is explicitly excluded from this Agreement. The fact that the City chooses during the term of this Agreement to use any of the management or disciplinary tools as set forth in Section 19 is not and shall not create a

contractual obligation or entitlement. In its sole discretion and based on the facts triggering the disciplinary process, the City may utilize any form of disciplinary action described in Section 19.4 at any stage of the process. Prior issuance of a less severe disciplinary action is not a condition precedent to issuance of one of the more severe disciplinary actions. If there is a conflict between this Agreement and the Personnel Policy, the "at-will" employment provision of this Agreement shall control.

6. GENERAL PROVISIONS / CONSTRUCTION OF AGREEMENT

It is understood and agreed that the terms and conditions described in this Agreement constitute the essential terms and conditions of the employment agreement between the City and Employee, all of which have been voluntarily agreed upon. City and Employee agree that there are no other essential terms or conditions of the employment relationship that are not described within this Agreement, and that any change in the essential terms and conditions of this Agreement will be written down in a supplemental agreement which shall be signed by both the City and Employee before it is effective.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent be determined invalid or unenforceable, the remaining provisions hereof shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

Any notice hereunder shall be sufficient if in writing and delivered to the party or sent certified mail, return receipt requested and addressed as follows:

If to City: Mayor-City of Woodland
P.O. Box 9
Woodland, WA 98674

If to Employee: Webb Wilbanks
1023 SE 49th Avenue
Portland, OR 97215

Notice sent by mail shall be effective three (3) days after deposit for delivery with the United States Postal Service.

This agreement is made and shall be construed and performed under the laws of the State of Washington.

The City and Employee stipulate that the venue for any action arising from this Agreement and Employer's employment whether based on the application of local, state or federal law, shall be the Superior Court for the State of Washington, Cowlitz County. Though this Agreement does not require alternative dispute resolution, alternative dispute resolution [mediation or arbitration] is not prohibited.

The waiver by City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver by City of any subsequent breach by Employee and the City shall not be stopped from exercising its rights as provided in this Agreement.

The captions and headings of the paragraphs of this Agreement are for convenience and reference only and are not to be used to interpret or define the provisions hereof.

NOTHING IN THIS AGREEMENT WAIVES OR RESTRICTS THE CITY OF WOODLAND FROM MODIFYING OR AMENDING ORDINANCE NO. 1184 OR ANY OTHER PERSONNEL POLICY, BENEFIT PROVISIONS OR CODE OF CONDUCT APPLICABLE TO EMPLOYEES OF THE CITY OF WOODLAND.

7. CONFIDENTIALITY

Both parties agree that the terms of this agreement will remain confidential to the extent that is permissible by law but acknowledge that the Agreement may be subject to disclosure upon third party request under Washington State public disclosure laws.

DATED this 21st day of January, 2014

For City of Woodland:

_____

Grover B. Laseke, Mayor

For Employee:

_____

Webb Wilbanks

Attest:

_____

Mari E. Ripp, Clerk-Treasurer

Approved as to form:

_____

William Eling, City Attorney

CITY OF WOODLAND

BUILDING OFFICIAL/INSPECTOR

Department: Building and Planning Department
Date: January 16, 2014

Nature of Work:

Reviews application, plans, reports and specifications; performs field inspections for residential, commercial and industrial construction projects to ensure compliance with related codes and ordinances to maintain the safety, health and welfare of the public; updates municipal codes as necessary; and serves on the City's Development Review Committee. Exempt (Professional) position. The position is covered by an employment contract governing the terms and conditions of employment with the City.

Supervision Received and Exercised:

Works under the general supervision of the Public Works Director.
Reports to the Community Development Planner.

ESSENTIAL AND MARGINAL FUNCTION STATEMENT: Essential and other important responsibilities and duties may include, but not limited to, the following:

Essential Functions:

- Establish and maintain office procedures; development and implementation of goals, objectives, policies, procedures and work standards.
- Assist in the development and administration of the annual budget.
- Participate in trainings and workshops.
- Provide training for staff in department policies and procedures.
- Participate in the preparation of specialized and comprehensive reports related to building permits and construction.
- Provide technical assistance and advice to other city staff, architects, contractors, engineers, property owners and the general public in making complex interpretations and decisions in the areas of responsibility.
- Maintain current knowledge of new construction methods, materials, techniques, codes and regulations affecting building construction and inspection.
- Prepare required documentation for legal action to obtain compliance of city codes and ordinances; providing input during the legal process, including testifying as an expert witness.

Essential Functions (continued):

- Assist the permit clerk in permit issuance, fee collecting and remittance.
- Assist the code enforcement officer with matters related to building code compliance.
- Perform comprehensive review of plans, specifications and calculations for compliance with adopted building, plumbing, mechanical, energy, barrier free facilities codes and city standards.
- Participate in land use review and decisions as part of the Development Review Committee.
- Responsible for administration of the Flood Damage Prevention ordinance.
- Visual and manual abilities associated with field inspections, including bending, climbing and reaching in adverse weather conditions.
- Conduct on-site field inspections to verify that construction materials and methods are in conformance with approved plans, and accepted building standards, codes and ordinances; observes conditions and issues notices for corrective action, including stop work notices in case of violation of city codes or ordinances.
- Maintain field inspection results and follow-up inspections throughout project duration.
- Maintain status of building department records and files.
- Coordinate project completion through final certificates and related documentation or, through expiration procedures.

Marginal Functions:

- Conduct investigative inspections to determine hazardous conditions of buildings.
- Respond to citizen complaints.
- Counter assistance.
- Other related duties as assigned.

Minimum Requirements

Education and Experience:

A. High School graduate or G.E.D. equivalent, and
B. Two (2) years post-secondary college in pre-engineering, construction technology, or related field or,
C. Two (2) years of lead or supervisory experience in building and related inspections, plan checking and code enforcement.
D. Equivalent combination of technical level experience in building code inspection may be substituted for the education on a year to year basis.
E. Certifications from I.C.C. in the following disciplines: Plans Examiner, Building, Plumbing (ICC or IAPMO) and Mechanical.

Necessary Knowledge, Skills and Abilities:

- Possess exceptional written and verbal communication and customer service skills.
- Working knowledge of computers and data processing systems. Prefer experience in Windows applications.
- Ability to fluently speak, read and write the English language.
- A high level of time management skills, as the position dictates frequent interruptions.

Necessary Knowledge, Skills and Abilities (continued):

- Sound judgment in making decisions independently in accordance with established policies, procedures and regulations.
- Thorough working knowledge of current uniform codes and national standards.
- Knowledge of principles and practices involved in code enforcement and building inspection; inspection techniques, construction materials and practices in the fire life safety, structural, mechanical and plumbing fields.
- Reading, interpreting and explaining complex drawings, specifications, codes, ordinances and other related documents.
- Knowledge of applicable laws, codes and ordinances affecting construction, zoning and building inspection.
- Skilled in establishing and maintaining effective working relationships with those contacted in the course of the related work.

SPECIAL REQUIREMENTS:

- As a condition of employment, direct deposit of payroll to a bank of employees choice, is required;
- It is the policy of the City of Woodland to comply with the federal, Drug Free Workplace Act of 1988 and City policies relating to this.
- The City supports uniformity and fairness, without discrimination, in the selection and treatment of all City employees and provides for the development and retention of a knowledgeable, capable and efficient career work force
- A copy of the City Personnel Policy will be provided upon request.
- Any applicant receiving an offer of employment from the City of Woodland will be required to successfully complete a pre-employment drug screening.

TOOLS AND EQUIPMENT USED:

Personal computer, including word processing software (prefer Microsoft Office Suite), ARC View GIS, internet software, web search engines, and electronic mail; motor vehicle; calculator; telephone; copy and facsimile (fax) machine.

PHYSICAL DEMANDS AND WORK ENVIRONMENT: *The physical demands and the work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- **Constant Demands:** Sitting, talking, hearing, and seeing (specific vision abilities required include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus).
- **Frequent Demands:** Standing, walking, and occasionally carrying tools and maintenance materials, twisting above the waist and reaching (knees to shoulder and above shoulder), repetitive hand and arm motion, fine finger manipulation in the use of a maintenance instruments; physically capable of moving about on work sites and under adverse field conditions.
- **Occasional Demands:** Driving, lifting (average of 20 pounds routinely and up to 100 pounds occasionally), climbing stairs and ladders, pushing/pulling, working at heights/balancing, bending at the waist, crouching, kneeling/squatting, reaching below the knees, handling/grasping, foot controls, smelling, working near moving mechanical parts and sometimes in high, precarious places.
- **Environmental Factors:**
  A small percentage of employee's time is spent outdoors; exposed to wet and/or humid conditions; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals; risk of electrical shock and vibration.

** Listing is for purposes of example only and is not intended to be all-inclusive. Individual is expected to perform any additional duties requested.*

Attachment to Job Description: Building Official

Reviewed by the City Council and
Approved by the Mayor this 16th day of January, 2014.

Grover B. Laseke, Mayor