

City of South Bend
Council Meeting
Monday, January 27, 2020 @ 5:30 pm
Council Chambers
1102 W. First Street, South Bend, WA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda and Consent Agenda
Approval of Minutes: *January 13, 2020 Regular Meeting*
4. Correspondence
5. *Contract for Legal Services for Indigent Criminal Defendants (Action)*
6. *Contract for Professional Services City Prosecuting Attorney (Action)*
7. *Eric Weston – Municipal Court Judge Presentation*
8. Items from the Public **[3 Minute Limit]**
9. Department Head Reports:
 - i) Police Chief Eastham
 - ii) City Supervisor Houk
 - iii) Clerk/Treasurer Roberts
 - iv) Fire Department
10. Mayor's Report
11. Council Comments
12. *Executive Session – Potential Real Estate Sale*
13. Adjournment

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, February 10, 2020 @ 5:30 PM

South Bend Council Meeting

Monday, January 27, 2020

CONSENT AGENDA

1. Approval of Vendor Checks

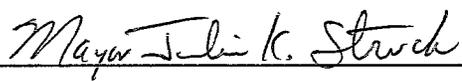
Vendors – Check #45604 thru Check #45636 - \$188,755.15 Including EFT Payments

1/27/2020

VENDOR	AMOUNT	
45604 Petty Cash - Dee Roberts (Hand Pay)	\$ 366.91	Miscellaneous - City Hall \$171.91 and Water \$195.00
45605 ALS Group USA, Corp	\$ 100.00	Water Samples
45606 AWC Risk Management	\$ 120,605.00	2020 Risk Management Services (RMSA) Assessment
45607 Brim Tractor Company, Inc.	\$ 1,316.73	Repair/Maintenance - Water/Sewer Fund
45608 Cintas Fire	\$ 900.01	Repair/Maintenance - All Depts
45609 City of Raymond	\$ 25,153.98	RWWTP M & O - December 2019
45610 Coast Controls & Automation, Inc.	\$ 394.57	Repair/Maintenance - Sewer Fund
45611 Createch LLC	\$ 1,350.00	Annual Website Renewals
45612 Crystal Springs	\$ 87.58	Water Service - Public Works
45613 Department of Transportation	\$ 1,944.64	Fuel - Public Works \$987.53 and Police \$957.11
45614 Dept of Licensing	\$ 54.00	Concealed Weapons Permits
45615 Dilk Tire Factory	\$ 2,414.29	Repair/Maintenance - Police \$756.16, Streets \$552.71, Water \$552.71 and Sewer \$552.71
45616 Fastenal Company	\$ 123.79	Operating Supplies - Water Fund
45617 Gerald Ashley	\$ 46.54	LEOFF 1 Benefits
45618 Gray & Osborne, Inc.	\$ 15,988.67	Professional Services - USDA WTP Upgrade
45619 Grays Harbor County Dept of Public Services	\$ 108.00	Water Samples
45620 Jonathan Quittner	\$ 775.00	Municipal Court Public Defender - January 2020
45621 Koraleen Enterprises	\$ 1,109.74	Operating Supplies - Water Fund
45622 LeMay Mobile Shredding	\$ 50.05	Document Shredding
45623 LV Services	\$ 100.00	Quarterly Window Cleaning - City Hall
45624 Maneman Electric, Inc.	\$ 385.37	Repair/Maintenance - Sewer Fund
45625 Pacific County Economic Development Council	\$ 600.00	2020 Service Fee
45626 Pacific County Sheriff's Office (PACCOM)	\$ 7,651.30	Police \$7,620.39 and Fire \$30.91
45627 Pitney Bowes	\$ 206.52	Postage Meter Lease - 11/09/2019-02/08/2020
45628 SeaWestern Fire Fighting Equipment	\$ 2,173.19	Fire Dept
45629 South Bend Utilities	\$ 61.70	Utility Bill Refund
45630 Sterling Surveying	\$ 1,535.00	Pioneer Park
45631 Steve's Front End & Brake, Inc.	\$ 335.76	Repair/Maintenance - Water/Sewer Fund
45632 The Shop	\$ 64.82	Repair/Maintenance - Police Dept
EFT Pay Verizon - EFT Pay	\$ 416.61	One Talk - All Depts

45633	Vision Municipal Solutions, LLC	\$	1,264.87	2020 Software Assurance & Technical Support
45634	WA Association of Sheriffs & Police Chiefs	\$	60.00	2020 Dues
45635	Walter E Nelson Company of Astoria	\$	180.51	Operating Supplies - City Hall \$94.36, Water \$43.08 and Sewer \$43.07
45636	William Penoyar	\$	830.00	Municipal Court Prosecutor - January 2020

TOTAL \$ **188,755.15**



Mayor Struck



City Supervisor Houk



Police Chief Eastham

**CITY OF SOUTH BEND
COUNCIL MEETING – 01/13/2020**

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Manlow, Councilor Neve, Councilor Davis, Councilor Little, Police Chief Eastham and Clerk/Treasurer Roberts. City Supervisor Houk and Councilor Kuiken (excused) were absent.

3. APPROVAL OF AGENDA, CONSENT AGENDA AND APPROVAL OF MINUTES

A motion was made by Councilor Neve to approve the Agenda, Consent Agenda and the minutes of the December 9, 2019 regular meeting. The motion was seconded by Councilor Manlow. **Vote: Ayes-4, Noes-0, Absent-1**

Vendors – Check #45508 thru Check #45603 - \$151,194.00 Including EFT Payments

Check #45346 Voided

Payroll – Check #24736 thru Check #24753 - \$114,457.59 Including Direct Deposit

4. CORRESPONDENCE – NONE

5. PLANNING COMMISSION APPOINTMENTS

Mayor Struck asked the council to accept her recommendation of Rinna McHugh and Norman Olsen to the planning commission. Councilor Neve made a motion to accept Mayor Struck recommendation as presented. The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-0, Absent-1**

6. ACCEPTANCE OF CONSTRUCTION BID FOR MARY ROGERS PIONEER PARK

Clerk/Treasurer Roberts explained that the city had received two bids for the construction of the restrooms for Mary Rogers Pioneer Park. Coastline Roofing - \$125,000.00 and Mike Donovan Construction/Guernsey Construction - \$80,932.31. Councilor Neve made a motion to accept Mike Donovan Construction/Guernsey Construction bid of \$80,932.31. The motion was seconded by Councilor Little. **Vote: Ayes-4, Noes-0, Absent-1**

7. 2020 ECONOMIC DEVELOPMENT COUNCIL (EDC) CONTRACT

Councilor Neve made a motion authorized Mayor Struck to sign the EDC contract as presented. The motion was seconded by Councilor Manlow. **Vote: Ayes-4, Noes-0, Absent-1**

8. MAYOR PRO TEM APPOINTMENT

Mayor Struck requested the appointment of Councilor Neve as Mayor Pro Tem for 2020. Councilor Davis made a motion appointing Councilor Neve as Mayor Pro Tem for 2020. The motion was seconded by Councilor Manlow. **Vote: Ayes-4, Noes-0, Absent-1**

9. ITEMS FROM THE PUBLIC – NONE

10. DEPARTMENT HEAD REPORTS

Police Chief Eastham advised that his department was business as usual over the holidays. There were no DUI's and only two MIP's.

Mayor Struck provided an update for City Supervisor Houk who was out of the office.

The Yellow Deli's submittal was turned in as of 12/31/19. The city's Geotech and engineers had the following comments:

- Need to address construction sequencing. This should be addressed in the submittal, then discussed in detail at a pre-construction meeting
- The design shows the wall as a straight line and does not include how the wall is terminated at each end. The plan set should include wall end terminations.
- The design needs to address what/where the French drain behind the wall discharges to.

Other than these remaining few items, the design is satisfactory. So, things are finally progressing in the right direction.

School pump station – The pump at the school had electrical shorts in the system along with damaged floats. These issues have been repaired. A couple of stormwater culverts were plugged resulting in flooding on the east side of town. The water had nowhere to go but into the sewer system, which overwhelmingly backed the system up. We had a significant amount of rain! The school pump station is budgeted to be updated this year. This will be a joint project between the school and the city. The city crew identified a few culverts that they have jetted and cleared as well. The crew is also prepping for snowfall and/or freezing road conditions.

There were a couple of slides blocking roadways at Martin and Light Creeks – our water impoundment areas – that the crew cleaned up this past week due to all of the flooding and heavy rains.

Clerk/Treasurer Roberts presented the council with the fourth quarter 2019 budget report for their review.

11. MAYOR'S REPORT

Mayor Struck thanked the city crew for all of the great work they have done in the terrible weather we have been having. They have been working long hours!

Mayor Struck thanked the South Bend Volunteer Firefighters for the excellent work and response time – 4 minutes – at a recent structure fire. Even though they weren't able to save the garage they were able to save the home which is a huge blessing for the family. Fantastic job!

Mayor Struck reviewed the council committees and explained that even though the committees are not always active they are important to have should they be needed.

Council Position #1

Wyatt Kuiken

**Fire Dept.*

**Docks/Parks*

Council Position #2

Darrin Manlow

**Streets*

**Police*

Council Position #3

Patricia Neve (Mayor Pro Tem)

**Finance*

**Public Works*

**RWCC*

Council Position #4

Jan Davis

**Fire Dept.*

- *Public Works
- *Parks

Council Position #5
Dale Little

- *Finance
- *Police
- *Streets

Mayor Struck advised that the Department of the Army will be holding a Public Comment Period, Environmental Assessment regarding Northwest Aviation Operations, Off-Base Helicopter Training Areas. There is an open house in Centralia on January 14th from 4:00 – 6:00 pm, you can email comments to usarmy.jblm.imcom.list.dpw.eis@mail.mil or you can write to the Department of the Army, Directorate of Public Works, Atten Environment Division (NEPA), 2012 Leggett Ave, Box 339500 MS 17, Joint Base Lew-McCord, WA 98433-9500. All comments must be received by February 7, 2020 to be considered. <https://home.army.mil/lewis-mcchord/index.php/my-joint-base-lewis-mcchord/all-services/public-works-environmental-division/environmental-impact-analysis>

12. COUNCIL COMMENTS

- ❖ Councilor Manlow gave kudos to the public works crew for all of their hard work during the heavy rains. In the past his garage would have flooded! Thanks!

13. ADJOURNMENT

The meeting was adjourned at 5:50 PM to meet again on Monday, January 27, 2020 for the next regularly scheduled meeting at South Bend City Hall

Julie K. Struck
Mayor

ATTEST:

Dee Roberts
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 1216, Long Beach, WA 98631.

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 seven hundred seventy-five dollars (\$775) 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, 2020 and shall terminate on December 31, 2020 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:

Julie K. Struck, Mayor

Jonathan Quittner

ATTEST:

Dee Roberts, Clerk/Treasurer

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 William Penoyar, P.O. Box 425, South Bend, WA 98586.

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

WHEREAS, William Penoyar 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 William Penoyar (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 eight hundred and thirty dollars (\$830) excluding sales tax.

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, 2020 and shall terminate on December 31, 2020 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:

Julie K. Struck, Mayor

William Penoyar

ATTEST:

Dee Roberts, Clerk/Treasurer