

**City of South Bend  
Council Meeting Via Zoom  
Monday, July 27, 2020 @ 5:30 pm**

Zoom Link - <https://us02web.zoom.us/j/83445175513?pwd=OENSMk1CaDhkVjIjCSFdrCddsQitzZz09>

Call to Order

1. Roll Call
2. Approval of Agenda and Consent Agenda  
Approval of Minutes: *July 13, 2020 Regular Meeting*
3. Correspondence
4. Ordinance #1553 – Amending Portions of Chapter 12.20 of SBMC – City Boat Haven (First Reading) (Action)
5. Ordinance #1554 – Amending and Adding to Chapter 9.10 of SBMC – Disorderly Conduct-Public Nuisances (First Reading) (Action)
6. Cheney Park/South Bend High School Agreement (Councilor Hall)
7. Planning Commission and Civil Service Board Appointments (Councilor Hall)
8. Traffic Flow at the South Bend High School (Councilor Hall)
9. Items from the Public
10. Department Head Reports:
  - i) Police Chief Stigall
  - ii) City Supervisor Houk
  - iii) Clerk/Treasurer Roberts
11. Mayor's Report
12. Council Comments
13. Public Comments – Current Agenda Items
14. Future Agenda Topics
15. Adjournment

**ORAL PUBLIC TESTIMONY**

If you wish to provide oral public comments during the July 27, 2020 council meeting, please submit an email to [dee.roberts@southbend-wa.gov](mailto:dee.roberts@southbend-wa.gov) containing the following information:

1. The Meeting Date
2. Your First and Last Name, Your City of Residence
3. The Agenda Item(s) that you would like to provide comment  
Oral public comment will be accepted for **Action Items Only**.
4. The Telephone Number that you will be calling from  
Please note the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.

**To join the Zoom web meeting:**

**Meeting ID: 834 4517 5513 Password: 622635**

**Dial-In Phone Number: 1-253-215-8782**

Emailed requests to be added to our "Speakers List" must be received by 4:00 pm on July 27, 2020 and **MUST** include **ALL** of the above information. Any omitted information will render the request incomplete and will not be included for public comment during the meeting.

**WRITTEN PUBLIC TESTIMONY**

If you wish to provide written public comments during the July 27, 2020 council meeting, please email your comments to [dee.roberts@southbend-wa.gov](mailto:dee.roberts@southbend-wa.gov) and include the following information with your comments:

1. The Meeting Date
2. Your First and Last Name, Your City of Residence
3. The Agenda Item(s) that you are speaking to – Public comments will be accepted for **Action Items Only**

*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 at City Hall Monday, August 10, 2020 @ 5:30 PM unless otherwise notified.

# **South Bend Council Meeting**

**Monday, July 27, 2020**

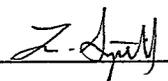
## **CONSENT AGENDA**

1. Approval of Vendor Checks

**Vendors – Check #45978 thru Check #45992 - \$50,141.90 Including EFT Payments**

7/27/2020

VENDOR	AMOUNT	
45978 ALS Group USA, Corp	\$ 80.00	Water Samples
45979 Dept of Transportation	\$ 743.85	Fuel - Police \$696.21 and Public Works \$47.64
45980 Fastenal Company	\$ 93.06	Repair/Maintenance - Water/Sewer
45981 Grays Harbor County Dept of Public Services	\$ 149.00	Water Samples
45982 Harbor Saw & Supply, Inc.	\$ 92.94	Repair/Maintenance - Parks
45983 Hartford Fire Insurance Company	\$ 1,404.00	Annual Flood Insurance - Fire Hall
45984 HB Portables	\$ 185.00	Portable Toilets - Boat Launch
45985 Jonathan Quittner	\$ 775.00	Municipal Court Public Defender - July 2020
45986 Pitney Bowes Global Financial Services	\$ 206.52	Postage Meter Lease - 05/09/08/08/2020
45987 Pitney Bowes Reserve Account	\$ 1,000.00	Postage - All Depts
45988 Rognlin's, Inc.	\$ 39,708.12	Release of Retainage - 1st & Kendrick Reconstruction (Project Complete in Sept 2019)
45989 Staples	\$ 993.22	Office Supplies - Municipal Court \$113.30, City Hall \$178.15, Police \$588.47 and Water \$113.30
45990 Willapa Harbor Herald	\$ 1,996.50	Legal Notices
45991 Willapa Harbor Hospital	\$ 1,884.69	Police Dept - Suspect cleared prior to Jail Booking
45992 William Penoyar	\$ 830.00	Municipal Court Prosecutor - July 2020
<b>TOTAL</b>	<b>\$ 50,141.90</b>	

  
 \_\_\_\_\_ Mayor Struck  
  
 \_\_\_\_\_ City Supervisor Houk  
  
 \_\_\_\_\_ Police Chief Stigall

**CITY OF SOUTH BEND  
ZOOM COUNCIL MEETING – 07/13/2020**

**1. CALL TO ORDER AND ROLL CALL**

The council meeting was called to order by Mayor Struck at 5:30 pm followed by roll call by Clerk/Treasurer Roberts. Members present: Councilor Kuiken, Councilor Manlow, Councilor Neve, Councilor Davis, Councilor Hall, Police Chief Stigall, City Supervisor Houk and Clerk/Treasurer Roberts.

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

Prior to the approval of the agenda Clerk/Treasurer Roberts requested an amendment to the agenda adding Item #8A – Bid Results – 4<sup>th</sup> Street Reconstruction Project

A motion was made by Councilor Neve to approve the amended Agenda, Consent Agenda and the minutes of the June 22, 2020 regular meeting. The motion was seconded by Councilor Hall. **Vote: Ayes-5, Noes-0, Absent-0**

Vendors – Check #45940 thru Check #45977 - \$125,198.79 Including EFT Payments

Payroll – Check #24837 thru Check #24853 - \$111,312.26 Including Direct Deposit  
Check #24841 VOIDED

**3. CORRESPONDENCE – NONE**

**4. SWEARING IN – OFFICER DOCKTER, SERGEANT GONZALEZ & POLICE CHIEF STIGALL**

Clerk/Treasurer Roberts swore in Officer Dockter, Sergeant Gonzalez and Police Chief Stigall via Zoom.

**5. PUBLIC HEARING @ 5:40 PM – SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2021-2026**

Prior to opening the public hearing Mayor Struck read each of the projects on the list which were as follows:

Project Title	Project Description	Road Name	Begin Termini	End Termini	Phase Start Date
Broadway Ave	Road reconstruction (No sidewalk)	Broadway Ave	Quincy Street	East End	2021
Second Street	Road reconstruction (No sidewalk) Storm drainage	Second Street	Cedar Street	End	2022
First Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	First Street	A Street	C Street	2022
Rixon Road	Road reconstruction (no sidewalk) Storm drainage.	Rixon Road	Willapa Avenue	Apartment Entrance	2022
Jefferson Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Jefferson Street	SR 101	First Street	2023
First Street	Road reconstruction and widening. Storm drainage.	First Street	Jackson Street	Harrison Street	2023

Pacific Avenue	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Pacific Avenue	2 <sup>nd</sup> Street	City Limits	2024
Madison Street	Road Reconstruction & widening, add sidewalk on one side. Storm drainage	Madison Street	SR 101	First Street	2025
Summit Avenue	Road reconstruction and widening, add sidewalk on one side. Storm drainage.	Summit Avenue	SR 101	Ohio Avenue	2025
Washington Street	Road reconstruction and widening, add sidewalk on one side. Storm drainage	Washington Street	Third Street	Water Street	2026
Raymond South Bend Road	Road reconstruction and widening. Storm drainage	Raymond South Bend Road	Harrison Street	City Limits	2026

Mayor Struck opened the public hearing at 5:40 pm. There was no public comment and the public hearing was closed at 5:41pm.

**6. RESOLUTION #2020-01 – SIX YEAR TRANSPORTATION IMPROVEMENT PLAN 2021-2026**

Councilor Hall made a motion to accept Resolution #2020-01 – Six Year Transportation Improvement Plan 2021-2026 as presented. The motion was seconded by Councilor Neve. Vote: Ayes-5, Noes-0, Absent-0

**7. ANNUAL INCREASE – CONTRACT FOR GARBAGE & RECYCLABLES**

Councilor Neve made a motion to accept the Contract for Garbage and Recyclables for Harold LeMay Enterprises, Inc. as presented. The motion was seconded by Councilor Manlow. Vote: Ayes-5, Noes-0, Absent-0

**8. PERSONAL SERVICES CONTRACT – CHIEF OF POLICE**

Councilor Hall made a motion to accept the Personal Services Contract for the Chief of Police as presented. The motion was seconded by Councilor Kuiken. Vote: Ayes-5, Noes-0, Absent-0

**8A. BID RESULTS – 4<sup>TH</sup> STREET RECONSTRUCTION PROJECT**

Mayor Struck presented the bid results for the 4<sup>th</sup> Street Reconstruction Project. There was a single bidder – Rognlin’s Inc., Aberdeen, WA. With a bid of \$558,288.63. The engineers estimate was \$555,368.44. The city’s engineers, Gray & Osborne, Inc. recommended that the project be awarded to Rognlin’s, Inc.

Councilor Neve made a motion to award the 4<sup>th</sup> Street Reconstruction Project to Rognlin’s, Inc. based on the information provided by Gray & Osborne, Inc. The motion was seconded by Councilor Manlow. Vote: Ayes-5, Noes-0, Absent-0

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

**10. DEPARTMENT HEAD REPORTS**

- ✓ Police Chief Stigall noted that the 4<sup>th</sup> of July weekend was better than normal. Less complaints and more than normal fireworks. He did point out that his department had zero tolerance for fireworks prior to the 4<sup>th</sup> of July and that two tickets were issued.

- ✓ Police Chief Stigall announced that civil service testing on July 8<sup>th</sup> was successful with 6 candidates making it through all three steps of the process. He will be conducting a Chiefs Interview with the top three on July 14<sup>th</sup> and should have a decision on which one will move forward by the end of the week.
- ✓ City Supervisor Houk advised that it is business as usual for him and his crew.

## 11. MAYOR'S REPORT

- Mayor Struck announced that she and three additional staff conducted Zoom interviews for the Municipal Court Judge's position. Three people applied – Nancy McAllister, Mike Turner and William Penoyar. Following the interviews and discussion with the interview panel Mayor Struck appointed William Penoyar. She requested the council confirm the appointment. Councilor Neve made a motion confirming the appointment of William Penoyar as Municipal Court Judge. The motion was seconded by Councilor Hall. **Vote: Ayes-5, Noes-0, Absent-0**
- Mayor Struck explained that city hall is still closed and she is not sure when it will reopen. She explained the reasoning behind the continued closure noting that six of the seven employees at city hall are immune compromised, live with someone that is or is a caregiver for someone that is. Mayor Struck asked if the council had any questions, comments or concerns. There were none.

## 12. COUNCIL COMMENTS

- ❖ Councilor Neve mentioned that her only complaint regarding fireworks were the M80's during the day on the 3<sup>rd</sup> and 4<sup>th</sup>. She could feel the concussions, it was not pleasant.
- ❖ Councilor Neve requested that the minutes reflect what the city's policy is on wearing masks. Police Chief Stigall addressed the city's policy regarding the mask mandate. The police department is taking an educational standpoint. When they contact people, they educate them about the Governor's order and if they say they don't have a mask they have a few in their car and they will provide them one so they can follow the order. That is how it is being done. Councilor Neve asked what about second or third offences and if his department was keeping track. Police Chief Stigall advised that no, they are not keeping track.
- ❖ Councilor Neve congratulated Police Chief Stigall!
- ❖ Councilor Davis asked if someone from the fire department could start attending the council meetings again, like was done in the past. She also inquired if they kept a log of the calls that they responded to. Police Chief Stigall advised that the fire department is required to keep a log of all the calls they respond to and that information is submitted electronically through a fire reporting system monthly. Councilor Davis asked if she could get a copy and Police Chief Stigall agreed to get her one.
- ❖ Councilor Hall also congratulated Police Chief Stigall.
- ❖ Councilor Hall noted that he enjoyed AWC's session on *Advancing Racial Equality* during their Annual online Conference and recommended the video "The Look" by Procter & Gamble.
- ❖ Councilor Kuiken congratulated all of the police department guys! They are great representatives for our community!
- ❖ Councilor Manlow also congratulated Police Chief Stigall and the great solid team that he has now. He also appreciated the hard stance on fireworks. He hasn't forgot the many house fires he responded to over the years because of them.

## 13. PUBLIC COMMENT – CURRENT AGENDA ITEMS - NONE

**14. FUTURE AGENDA TOPICS – NONE**

- Cheney Park/South Bend High School Agreement (Councilor Hall)
- Planning Commission and Civil Service Board appointments (Councilor Hall)
- Traffic flow at the South Bend High School (Councilor Hall)

**15. ADJOURNMENT**

The Zoom meeting was adjourned at 6:13 PM to meet again on Monday, July 27, 2020 for the next regularly scheduled meeting via Zoom unless otherwise announced.

\_\_\_\_\_  
**Julie K. Struck**  
Mayor

**ATTEST:** \_\_\_\_\_

**Dee Roberts**  
Clerk/Treasurer

**DRAFT**

**ORDINANCE #1553**

**AN ORDINANCE FOR THE CITY OF SOUTH BEND, WASHINGTON AMENDING PORTIONS OF CHAPTER 12.20 – CITY BOAT HAVEN OF THE CITY OF SOUTH BEND’S MUNICIPAL CODE**

**WHEREAS**, the City of South Bend, Washington municipal code does not address a time limit for RV and tent camping at the city boat launch, and

**WHEREAS**, the City must provide guidelines for their citizens, tourists and enforcement officers to follow; now therefore

**THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 12.20.65 Recreational dock and boat launch and parking area – Shall be *amended* as follows:**

B. 10. – Overnight camping is allowed at the boat launch parking area. RVs \$10.00 and tents \$5.00. Camping (RV and tent) shall be limited to seven consecutive days and cannot exceed thirty (30) days in a twelve (12) month period.

This Ordinance was **INTRODUCED** on the 27<sup>th</sup> day of July 2020 and **PASSED** on this 10<sup>th</sup> day of August 2020 by the City Council of the City of South Bend, Washington by the following vote:

**Ayes –**

**Noes –**

**Absent –**

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

**AUTHENTICATED BY:** \_\_\_\_\_  
Dee Roberts, Clerk/Treasurer

Publish 8/19/2020

ORDINANCE #1554

**AN ORDINANCE FOR THE CITY OF SOUTH BEND, WASHINGTON AMENDING AND ADDING TO PORTIONS OF CHAPTER 9.10 – DISORDERLY CONDUCT-PUBLIC NUISANCES OF THE CITY OF SOUTH BEND’S MUNICIPAL CODE**

WHEREAS, the City of South Bend, Washington wants to work with its citizens to keep the city free of public nuisances, and

WHEREAS, the City would like to create a tiered violation/penalty process that encourages compliance; now therefore

**THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 9.10.040 Violation - Penalty – Shall be *amended* as follows:**

A. A person who violates the provisions of this chapter or who fails to comply with any of its requirements shall be subject to the procedures and sanctions set forth in the Infraction Rules for Courts of Limited Jurisdiction (IRLJ) or any amendments thereto. For the first offense within a 12-month period, the person shall be fined an amount not less than \$150.00

**Section 9.10.040 Violation – Penalty – Shall be *added* as follows:**

B. For a second offense within a 12-month period, in addition to the civil penalty provisions provided in Section (A) any person who violates any of the provisions of this chapter is guilty of a misdemeanor. The penalty for each violation is a fine of not more than \$1,000 or imprisonment for not more than 90 days or both

C. In addition, for violations of **The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition**, and any successor code in such form and with such amendments as may from time to time be mandatorily required by state law, whether by action of the legislature or the properly delegated agency thereof, the abatement procedures set forth in the dangerous buildings code may be utilized.

D. Any or all of the remedies articulated in this section may be used by the city to enforce this chapter. Nothing contained in the chapter shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violations.

This Ordinance was **INTRODUCED** on the 27<sup>th</sup> day of July 2020 and **PASSED** on this 10<sup>th</sup> day of August 2020 by the City Council of the City of South Bend, Washington by the following vote:

**Ayes –**

**Noes –**

**Absent –**

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

**AUTHENTICATED BY:** \_\_\_\_\_  
Dee Roberts, Clerk/Treasurer

**COOPERATIVE DEVELOPMENT AND USE AGREEMENT  
BETWEEN  
THE CITY OF SOUTH BEND  
AND  
THE SOUTH BEND SCHOOL DISTRICT**

This AGREEMENT is made and entered into the 14<sup>th</sup> day of November, 2016, by and between the City of South Bend, a municipal corporation, herein referred to as “City”, and the South Bend School District, a public school district, herein referred to as “District”, for the uses and purposes herein mentioned.

Whereas, the City and District find it beneficial to their respective programs to cooperate in the planning, development, operation and maintenance of sports fields and other recreational amenities suitable for use in programs of both agencies, subject to the conditions and regulations of each; and

Whereas, the City currently owns a 2.28 acre parcel of real property located within the City at 107 W. First Street that is currently in use as a City park, herein referred to as “Park”; and

Whereas, the Park contains property that can be developed into sports fields and related amenities that will benefit the programs of both the City and the District; and

Whereas, the City and District have agreed to jointly plan, develop and implement a master plan providing for recreational sports fields and other amenities within the Park; and

Whereas, a part of that master plan will include the District’s development and administration of athletic fields within the Park that will be used for District training and athletic purposes; and

Whereas, the District may have private sector donors who are willing to provide, in full or in part, funds for the development of such athletic fields upon conditions specified by such donors;

NOW, THEREFORE, the parties do agree as follows:

- A. This agreement will run for a period of ten years from the date hereof. At the end of said period, said agreement will continue to be in effect until such time as either party elects to terminate this agreement by giving the other party 180 days written notice of such termination.

Upon termination of this agreement all capital improvements to the Park funded by the District, whether by District funds or by private sector donors, will become the property of the City, but subject to the following District use conditions.

If this agreement is terminated per its terms, the District will have the right to continued use of the athletic fields and related amenities that were funded in whole or in part by the District or by private sector donors pursuant to this agreement, with said continued use to be in the same manner that was in place while the terms of this agreement were in effect. If the District does not choose to exercise this continuing right of use, the City will be so informed.

- B. The City and District commit to planning and development intended to enhance their joint-use of the Park consistent with the goals of each party.
- C. Attached hereto as Exhibit "A" and incorporated herein by reference, is a general development plan for capital improvements in the Park. It is understood that the anticipated improvements represented on Exhibit "A" may be developed in a manner other than as shown on said exhibit.
- D. The City and District declare their intention that the athletic fields and related amenities to be developed under this agreement shall, when not needed for identified District purposes, be available to the City consistent with the terms of this agreement and by rules established by the City and District that are not inconsistent with the terms of this agreement.

The District shall be responsible for scheduling all District and non-District use of the athletic fields in the Park. After such District scheduling is completed, priority of use of the athletic fields will be given to City programs as identified by the City to be then as scheduled by the District.

It is understood and agreed that from time to time the District may need to supplement and/or change the dates that it has reserved for District use of the athletic fields. When that is necessary the District will so inform the City as expeditiously as possible. It is also understood and agreed that such supplemental and/or additional use of the athletic fields by the District will take precedence over all non-District use even if that non-District use has been previously scheduled.

- E. It is understood that non-District groups that are scheduled to use the athletic fields do not represent the City or the District in any manner. Supervision, liability and facility damage are solely the responsibility of the groups and/or associations using the athletic facilities, upon terms established by the City and District.

Appropriate non-District user fees will be established by the City and the District and collected by the District. These fees will be used to offset annual maintenance and operation and future development costs of the athletic fields. For the purposes of this paragraph, it is understood that the City's use of the athletic fields is understood to be a non-District use that is scheduled by the District.

- F. Generally, the maintenance and operation responsibilities related to the athletic fields shall be shared as follows:

1. Each party shall be responsible for their respective costs associated with field maintenance and repair and other minor maintenance and/or repair work on the athletic fields as is directly attributable to that party's programs and activities.
2. The City and District will be responsible for providing the labor, materials, and equipment and fixtures (such as goal posts) associated with the conduct of their respective programs and activities, provided that the parties will share such equipment whenever it is cost effective and in the public interest to do so.
3. If because of severe adverse weather conditions, significantly distressed or damaged fields and facilities, or other unforeseen causes, it is advisable to close or reduce scheduled usage of a field or facility, the City and District maintenance divisions shall confer and agree concerning reduced usage.
4. It is understood and agreed that the sale and/or the use of alcohol and of any form of tobacco products is not allowed at the athletic fields during school events.

G. Any notice or communication from one party to the other shall be mailed postage pre-paid, addressed to, as the case may be, to the City of South Bend at P.O. Box 9, South Bend, WA 98586 or to the Superintendent, South Bend School District P.O. Box 437, South Bend, WA 98586; or such other address as the parties, from time to time, establish by written notice to each other; provided, that notice or communication from one party to the other may, alternatively, be personally delivered.

H. No amendment, modification or renewal shall be made to this agreement unless set forth in a written Contract Amendment, signed by both parties and attached to this agreement.

I. The City agrees to hold harmless, indemnify and defend the District, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that District may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments, caused by or arising out of the City's acts, errors or omissions in the performance of this Agreement. Nothing herein shall require the City to indemnify and hold harmless the District from any claim or action at law or in equity based solely on the conduct of the District, its officers, officials, employees and agents.

The District agrees to hold harmless and indemnify City its officers, officials, employees and agents from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, that the City may suffer caused by or

arising out of the District's acts, errors or omissions or breach of the terms or conditions of this Agreement by the District its officers, officials, employees and agents while performing under this Agreement. Nothing herein shall require District to indemnify and hold harmless the City from any claim or action at law or in equity based solely on the conduct of the City, its officers, officials, employees and agents.

For purposes of this section, each party expressly waives its immunity under the Worker's Compensation Act or any similar law.

In the event of the concurrent negligence of the parties, the parties' obligations hereunder shall apply only to the percentage of fault attributable to each party, its officers, officials, employees and agents.

- J. Each party to this agreement shall be responsible for claims and/or damages to persons and/or property resulting from the negligence on the part of itself, its employees or its officers. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a part to this agreement.
- K. This Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the District and the City.

SOUTH BEND SCHOOL DISTRICT

By: \_\_\_\_\_  
Superintendent/Board Secretary

CITY OF SOUTH BEND

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Craig Hansen, General Counsel  
South Bend School District

\_\_\_\_\_  
(City Attorney)



Office of the Mayor  
P.O. Drawer 9  
South Bend, WA 98586  
Phone: 360-875-5571  
FAX: 360-875-4009  
TDD: 1-800-833-6388  
E-mail: [julie.struck@southbend-wa.gov](mailto:julie.struck@southbend-wa.gov)  
Website: [www.southbend-wa.gov](http://www.southbend-wa.gov)

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September 21, 2017

To Whomever it may concern:

"Notwithstanding anything to the contrary contained within the Cooperative Development and Use Agreement (Agreement) between the City of South Bend (City) and the South Bend School District (District) dated November 14, 2016, the City acknowledges that the District shall have the right and District agrees that it shall exercise such right to utilize the sports fields and related amenities pursuant to this Agreement for a period of not less than the term of the District's executed Deed of Easements, Covenants and Restrictions with the Cal Ripken, Sr. Foundation."

Sincerely,

Julie Struck  
Mayor

Jon Tienhaara  
South Bend School Superintendent

**2.05.050 Mayor – Appointment and removal authority.**  [SHARE](#)

The **mayor** shall have the power of appointment and removal of all appointive officers and employees, subject to any applicable law, policy, rule or regulation relating to civil service. All appointments shall be made on the basis of ability and training or experience of the appointees in the duties they are to perform, from among persons having proper qualifications. All appointments under this section shall be subject to confirmation by the city council in accordance with RCW 35A.12.090 as presently enacted or hereafter amended. (Ord. 1411, 2010).

**2.15.010 Established.**  [SHARE](#)

There is hereby created a city **planning commission** consisting of six members to be appointed by the mayor and confirmed by the city council; provided, that not more than one-third of which number may be ex officio members by virtue of any office held in the city of South Bend. The term of office for the ex officio members shall correspond to their respective tenures.

The terms of office for the first appointive members shall be designated from one to six years in such manner as to provide that the fewest possible terms will expire in any one year. Thereafter the term of office for each appointive member shall be six years. Vacancies occurring otherwise than through expiration of terms shall be filled for the unexpired term.

Members may be removed after public hearing by the mayor with approval by the city council for inefficiency, neglect of duty, or malfeasance in office.

Members shall be selected without respect to political affiliation and shall serve without compensation. (Ord. 876 § 1, 1969).

**Housing Authority**

B. Board Appointment. One regular board member apiece shall be **appointed** to the governing board of the joint authority (hereinafter “joint board”) by the **mayor** of the city of Ilwaco, **mayor** of the city of Long Beach, **mayor** of the city of Raymond and the **mayor** of the city of South Bend. The board of Pacific County commissioners shall also appoint one regular board member to the governing board from the unincorporated citizenry. In addition, the board of Pacific County commissioners shall appoint one alternate board member from the county overall who, in the absence of any regular board member during a regular or special meeting of the board, shall function as a regular board member.

**2.10.050 Employment at pleasure of mayor.**  [SHARE](#)

The employment of the above officers (Clerk/Treasurer, City Supervisor, Police Chief, City Attorney, Municipal Court Judge) may be terminated at any time at the pleasure of the mayor, confirmed by a majority of the members of the city council. (Ord. 934 § 4, 1975).

**CITY OF SOUTH BEND  
COUNCIL MEETING – 02/22/16**

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

The council meeting was called to order by Mayor Struck at 5:30 pm followed by the Pledge of Allegiance. Members present: Councilor Olsen, Councilor Williams, Councilor Neve, Councilor Hall, Police Chief Eastham, City Supervisor Houk, and Clerk/Treasurer Roberts. Councilor Webber was 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 February 8, 2016 regular meeting. The motion was seconded by Councilor Olsen. **Vote: Ayes-4, Noes-0, Absent-1**

**Vendors – Check #41777 thru Check #41812 - \$62,338.53**

**4. CORRESPONDENCE**

Mayor Struck explained that she had two items of correspondence however they pertained to Agenda Item #8 – *First Street/School Traffic Revision* and would be discussed at that time.

**5. ITEMS FROM THE PUBLIC – NONE**

**6. PACIFIC SUNSET PRELIMINARY PLAT**

A motion was made by Councilor Hall to accept the Pacific Sunset Preliminary Plat as presented. The motion was seconded by Councilor Williams.

During discussion Councilor Olsen asked what kind of homes would be built there – would it be just lots for sale or would homes be built and then sold. City Supervisor Houk explained that the project will be in two pods – 12 single family residences in the first pod and 11 single family residences in the second pod for a total of 23 homes.

**Vote: Ayes-4, Noes-0, Absent-1**

**7. 2015 4<sup>TH</sup> QUARTER BUDGET REPORT SUMMARY**

Mayor Struck presented the 2015 4<sup>th</sup> quarter budget report and explained each funds beginning and ending fund balance. General questions were asked and answered.

**8. FIRST STREET/SCHOOL TRAFFIC REVISION**

Mayor Struck opened up the discussion about the proposed traffic revision at the South Bend School and Police Chief Eastham pointed out the drawing of the proposed changes that he had made on the white board. Mayor Struck then read an email from an unnamed citizen expressing their concern about the safety of children on First Street during school drop off and pick up hours. Mayor Struck explained that she had also received one additional written comment from Citizen Bob Davis who lives at 501 E. First Street who is opposed to one-way traffic on First Street.

On Tuesday, February 16<sup>th</sup> Mayor Struck noted that there was a meeting with Jon Tienhaara, South Bend High School Superintendent, Gary Wilson, Maintenance Supervisor for South Bend High School, Police Chief Eastham and Mayor Struck to discuss the congestion issue and possible solutions. All parties agreed that the best, most practical solution was to make E. First Street one way from Jefferson Street to Monroe Street (northbound) and reconfigure the traffic flow in that area.

Mayor Struck explained that at this time she wanted the council to think about it and she also wanted time for citizens to weigh in on the proposal with a decision on the proposal to come at the next council meeting. Councilor Hall asked if it would remain one-way all year long and he was advised yes, it would be permanent. Councilor Williams asked if this could be done on a trial basis and he was advised that of course things can be put back like they were if it didn't work. Mayor Struck explained that she really feels that the city should move forward with this design and see how it works and not consider it a temporary fix, but know that it can be tweaked if need be. Councilor Neve suggested speed bumps, but as Police Chief Eastham pointed out speed is not the issue, congestion is the problem. Further discussion followed and no decisions was made.

## **9. DEPARTMENT HEAD REPORTS**

- ✚ Police Chief Eastham pointed out that if he made the impression at the last council meeting (*February 8, 2016*) that previous Mayor Church had told him not to enforce the cell phone law then he needed to clarify some information. The prior administrations – Mayor Heinicke and Mayor Church both asked that his department take a “soft approach” to the cell phone law. Police Chief Eastham reiterated that he has NEVER been ordered to do or not do anything by the previous administration and had they tried he would not have complied. If these officers want to issue a warning instead of a citation, that is at their discretion. Normally a person will get one warning before they get a citation. Police Chief Eastham noted that he hasn't had a discussion with this administration, but if the council wants his department to take a “hard approach” then he is at their disposal.
- ✚ City Supervisor Houk reported that the drainage issue on Kendrick and First Street should be fixed by tomorrow which will alleviate the flood water issues at and around 106 E. First Street. City Supervisor Houk advised that these projects typically don't go that well, but this one has been surprisingly successful! ☺
- ✚ City Supervisor Houk explained that the repairs at Highway 101 and Central Avenue that were done by NOVA Contracting, Inc. on February 11<sup>th</sup> were a complete failure and they will be trying again when they can get asphalt.

## **10 MAYOR'S REPORT**

- ❖ Mayor Struck announced that the city recently met with Pacific County and the Department of Fish and Wildlife regarding the county property located at the end of Central Avenue which is the area that causes flooding along Central Avenue during heavy rains. Suggestions to alleviate the flooding issues are being discussed.
- ❖ Mayor Struck asked that in the future if the audience had a question or comment regarding the council proceedings that they raise their hand to be called upon. She explained that she tries to run rather informal meetings, but it is important that people respect the councils need to conduct business in an orderly fashion.

## **11. COUNCIL COMMENTS**

- Councilor Hall mentioned that several months ago he had noted that the North Pacific County EMS Board would be reducing the special levy request from \$460,000 to \$360,000 which was confirmed recently in the paper.
- Councilor Hall reported that someone recently cut the lock off of the Sani-Can donation box at the boat launch. The lock is being replaced with a sturdier lock.
- Councilor Neve asked City Supervisor Houk if he had a chance to look into painting a yellow center line on the road coming down from the hospital (Cedar Street). City Supervisor Houk advised that it would be done when the weather improved. Councilor Olsen asked if the bags

(straw wattles used for erosion control) would be removed too and she was advised that yes, they would be.

- Councilor Williams wished Mayor Struck good luck tomorrow.
- Councilor Olsen also wished Mayor Struck good luck! Mayor Struck thanked everyone for the good wishes and then explained that she was going in to have both of her knees replaced in the morning.

<b>12. ADJOURNMENT</b>
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The meeting was adjourned at 6:17 PM to meet again at 5:30 PM on Monday, March 14, 2016 for the next regularly scheduled meeting at South Bend City Hall.

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

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