

City of South Bend Council Meeting
Monday April 14, 2025 @ 5:30 pm

1. Call to Order
2. Pledge of Allegiance
3. **Items from the Public**
4. Approval of Agenda and Consent Agenda
Approval of Minutes: *Regular Meeting March 24th, 2025*
5. Correspondence
6. Approval of South Bend Spring Clean-Up June 9-14 2025 (ACTION)
7. Approval of Intergovernmental Agreement for Courtroom Security Services (ACTION)
8. Approval of Pacific County Jail Services Contract for Boarding Prisoners (ACTION)
9. Review of Bids, Cheney Ball Field Sport Court Maintenance Project (ACTION)
10. ORDINANCE NO. 1605 An Ordinance of the City Council of South Bend Comprehensive Plan; Providing for Severability; and Establishing an Effective Date (FIRST READING) (ACTION)
11. Library Discussion (Mayor's Brief)
12. Department Head Reports:
 - i) Police Chief Stigall
 - ii) City Supervisor Houk
 - iii) Fire Chief McGee
 - iv) Clerk/Treasurer Johnson
13. Mayor's Report
14. Public Comments – Current Agenda Items
15. Council Comments
16. Future Agenda Topics
17. 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 April 28, 2025 @ 5:30 PM in the South Bend Council Chambers unless otherwise notified.

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

Zoom Link <https://us02web.zoom.us/j/87387988431?pwd=HFxLm4H1E9baI4DrWa0i5jbGJPgHuW.1>

Meeting ID: 873 8798 8431 Passcode: 217823 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 April 14, 2025. 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.

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April 14, 2025

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South Bend Council Meeting

Monday April 14th, 2025

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #49572 thru Check #49609 - \$205,303.58 Including EFT Payments

2. Approval of Payroll Checks

Payroll – Check #25217 thru Check #25220 - \$146,718.89 Including Direct Deposit

4/14/2025

	VENDOR	AMOUNT	
EFT Pay	VISA - EFT Pay (Hand Pay)	\$ 30.00	Annual Card Fee
49572	Aberdeen Office Equipment, Inc.	\$ 162.44	Office Supplies - Miscellaneous
49573	Anita Ahumada	\$ 365.40	Interpreter Services
49574	Apex Permitting and Consulting	\$ 625.00	Professional Services
49575	Atlas Copco	\$ 5,585.87	Repair and Maintenance / Water
49576	AWC - RMSA	\$ 50,021.93	2025 Risk Management Services Payment 3 of 5 (Insurance - All Areas, All Depts)
49577	Beans & Rocks LLC	\$ 2,240.61	Gravel - Streets
49578	Borden's Auto Parts, Inc.	\$ 298.59	Repair and Maintenance / Police \$114.67, Sewer \$0, Parks \$71.91, Fire \$0, Water \$47.10 Streets \$64.91
49579	Brim Tractor Company Inc	\$ 283.78	Equipment Repairs / Parks
49580	Bud's Lumber & Electric	\$ 520.14	Supplies / Police \$0 Fire \$38.91, Streets \$0, Parks \$351.74, Maint.\$0 Water \$23.11 Sewer \$106.38
49581	City of Raymond	\$ 47,783.31	Water Intertie \$19.65 and RWWTP Loan March 2025- \$19470.67 Regional Allocation Feb 25 \$28292.99
49582	CNA Surety	\$ 50.00	Dues and Subscriptions / Police
49583	Coast Controls	\$ 3,977.80	Sewer Pump Repair or Replacement / Sewer
EFT Pay	Comcast - EFT Pay	\$ 1,134.55	All Depts
49584	Databar	\$ 503.08	Office Supplies - Miscellaneous / Financial
49585	Department of Transportation	\$ 870.02	Fuel- Public Works Dec 24
EFT Pay	Dept of Revenue - EFT Pay	\$ 9,167.07	March 2025 Excise Tax on Water/Sewer
EFT Pay	Dept of Revenue (Leasehold) - EFT Pay	\$ 194.96	1st Quarter Leasehold Excise Tax / Docks
49586	Dilk Tire service	\$ 737.26	Repair and Maintenance / Police \$25.97 Streets \$711.29
49587	Drug Screens Inc.	\$ 178.00	Miscellaneous Professional Services / Water, Sewer
49588	Eric Fuller	\$ 469.00	Training Travel / Police
49589	Five Star Dealership	\$ 2,591.62	Repair and Maintenance / Police
49590	Gerald Ashley	\$ 818.10	Benefits LEOFF 1
49591	Gray & Osborne Inc	\$ 45,899.32	Professional Services
EFT Pay	Invoice Cloud-E Pay	\$ 197.80	March 2025 Portal Access Fee
49592	LeMay Mobile Shredding	\$ 72.29	Document Shredding
49593	L-Tron	\$ 450.00	Operating Supplies / Police
49594	Midnight Frog Studio	\$ 162.30	Website Management
49595	Northstar Chemical	\$ 421.67	Water / Chemicals
49596	Office of State Treasurer	\$ 1,564.46	Court Fines and Forfeitures March 2025 / Building Permits State Fee 1st Qtr 2025
49597	One Call Concepts	\$ 8.52	Locates
EFT Pay	ONLINE Information Services - EFT Pay	\$ 29.60	Credit Reporting / Water, Sewer

49598	Pacific County Economic Development	\$	720.00	Economic Development
49599	Pacific County Emergency Management	\$	3,320.25	Emergency Management
49600	Pete Hinton	\$	65.00	Interpreter Services
49601	Petro Card	\$	859.73	Fuel / Fire \$49.36 PW \$414.45 Police \$395.92
49602	Pitney Bowes Bank Reserve Account		\$1,000.00	Postage Meter Rental / Website Management
49603	PUD #2	\$	9,314.65	All Depts
49604	SEA Construction	\$	1,672.63	Gravel - Streets / Annual Road Maintenance - Water
<i>EFT Pay</i>	<i>Smarsh - EFT Pay</i>	\$	44.05	Archive Capture / All Departments
49605	South Bend Pharmacy	\$	103.82	Professional Services / Water
49606	Steve's Front End & Brake	\$	8,961.55	Repair Maintain Equipment / Streets \$2987.18 Water \$2987.18 Sewer \$1987.19
<i>EFT Pay</i>	<i>Verizon - EFT Pay</i>	\$	654.33	All Depts Communication
49607	Vision Municipal Solutions	\$	836.40	Communication-Water/Sewer
49608	Westlake Hardware	\$	44.18	Repair and Maintenance Equipment / Water
49609	Willapa Harbor Herald	\$	292.50	Legals
	TOTAL	\$	205,303.58	

CITY OF SOUTH BEND 3/24/2025
Meeting # 810 5106 4241

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

3. ITEMS FROM THE PUBLIC

Diantha Weillep posed a question about progress on the Library Project. / Aspects of the project are still under consideration.

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

A motion was made by Councilor Williams to approve the Agenda, the Consent Agenda and the minutes of the March 10, 2025, regular meeting. Motion carried. **Vote: Ayes-3, Noes-0, Absent-2.**

Vendors – Check #49572 thru Check #49609 - \$205,303.58 Including EFT Payments

Payroll – Check #25217 thru Check #25220 - \$146,718.89 Including Direct Deposit

5. CORRESPONDENCE - NONE

8. DEPARTMENT HEAD REPORT -

Chief Stigall offered thanks to Chief Matlock of the Raymond Police Department for their partnership and financial cooperation with South Bend Police Department regarding Agency Firearm Instruction and Range. He also offered thanks to Eva Kanick, Police Department Secretary, for her outstanding efforts in procuring grants for department equipment.

9. MAYOR'S REPORT

Mayor Struck reported that she attended a meeting with Governor Ferguson last weekend. She stated that the meeting went well and she felt encouraged afterwards.

10. PUBLIC COMMENT – CURRENT AGENDA ITEMS - NONE

11. COUNCIL COMMENTS -

Councilor Davis posed a question about progress on the upcoming EV Charging Station Project. / Certain needed materials are 9 months to a year out for delivery.

17. FUTURE AGENDA TOPICS – NONE

18. ADJOURNMENT-

The meeting was adjourned at 5:38 PM to meet again on Monday April 14, 2025 for a regular council meeting at South Bend City Hall.

Julie Struck
Mayor

ATTEST: _____
David Johnson





South Bend Spring Clean Up

June 9-14, 2025

As per the contract between LeMay's and the City of South Bend residents, which is a person living in the city limits of South Bend, are allotted one free dump per calendar year at the Royal Heights Transfer Station.

This service is only intended for residential customers. Owning a rental home or apartments counts as a commercial account and does not qualify for a free dump.

Material that is acceptable as part of the free dump is as follows:

- Household garbage which is something you generate on a day-to-day basis
- General construction debris EXCEPT concrete & asphalt
- Yard debris: Grass clippings, branches, leaves

Material that is acceptable **BUT YOU WILL PAY A FEE:**

- Appliances
- Mattresses, Couches
- Tires

If you are using the free dump, please have the following items with you for verification purposes:

- Driver's License or another form of picture ID
- Current LeMay's Garbage bill
- If assisting a person with a free dump, you will need a written letter, with phone number, signed by current resident. You will also need their current LeMay's bill.

**The City of South Bend respectfully request that the maximum load capacity not exceed
2,000 lbs.**

Royal Heights Transfer Station hours are—Monday through Saturday from 10am until 2pm.

**INTERGOVERNMENTAL AGREEMENT
for
COURTROOM SECURITY SERVICES**

This AGREEMENT is by and between North District Court (COUNTY), P O Box 134, South Bend, WA 98586 and City of South Bend (CONTRACTOR), P O Drawer 9, South Bend, WA 98586.

The COUNTY may occasionally have need for Courtroom Security Services (SERVICES). SERVICES are defined as Courtroom Security when the court is in session. The CONTRACTOR has the ability to perform these SERVICES. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The CONTRACTOR agrees to provide SERVICES on an as-needed basis. The COUNTY will attempt to provide the CONTRACTOR with twenty-four (24) hours of notice if SERVICES are needed.
2. **RESPONSIBILITIES.** The CONTRACTOR agrees to provide SERVICES as follows:
 - A. Provide one commissioned officer as needed when court is in session.
 - B. Arrive thirty (30) minutes prior to court being called to order.
 - C. Provide for the safety & security of staff and citizens.
 - D. If requested, place defendants in custody and escort to Pacific County Jail.
3. **PAYMENT.** The CONTRACTOR shall invoice the COUNTY on a monthly basis. Invoices shall include detailed description of SERVICES provided. The COUNTY shall pay the CONTRACTOR as follows:
 - A. Three hundred dollars (\$300.00) for the first four (4) hours.
 - B. One hundred dollars (\$100.00) for every hour thereafter.
4. **TERM.** The term of the AGREEMENT shall be effective on the date signed by both parties and in effect until December, 31st 2025. This Agreement may be extended annually if desired by both parties.
5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
6. **MUTUAL INDEMNIFICATION.** Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement, the parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
7. **NOTICES.** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.
8. **ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written.
9. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least thirty (30) days prior to the specified effective date of such termination.
10. **SEVERABILITY.** If any provision of this AGREEMENT shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this AGREEMENT is invalid or unenforceable, but that by limiting such provision it



PACIFIC COUNTY JAIL SERVICES
CONTRACT FOR BOARDING PRISONERS

THIS CONTRACT is entered into this 25th day of March, 2025 between Pacific County Jail Services, P O Box 47, South Bend, Washington 98586 a municipal corporation of the State of Washington hereinafter called the COUNTY, and the City of South Bend, P O Drawer 9, South Bend, Washington 98586, hereinafter called the CITY:

WITNESSETH:

WHEREAS, the COUNTY maintains a jail facility at South Bend for the purposes of boarding adult prisoners is willing to board prisoners of other jurisdictions within the limitations of available space; and

WHEREAS, the CITY has, from time to time, the need to board adult prisoners for a limited period of time, in a facility of their jurisdiction and within the COUNTY; and

WHEREAS the CITY has need to use the COUNTY facility and is willing to pay the sum hereinafter provided for; and

WHEREAS RCW 39.34, the Interlocal Cooperation Act, permits local governmental agencies to make the most efficient use of their powers and cooperate in a way that is mutually advantageous and provide for services and facilities in a manner that will assist both entities in address the need to incarcerate those who violate the law.

NOW THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM OF CONTRACT

The term of this Contract shall be deemed to have commenced on the day of execution by all parties and shall end on the 31st day of December, 2026 both dates inclusive, unless extended by mutual agreement of the parties.

2. RESPONSIBILITIES OF THE COUNTY AND THE CITY

- A. Between the 1st day of January, 2025, and the 31st day of December, 2025, the COUNTY agrees to provide housing and feeding of the CITY's adult prisoners at the rate of eighty-five dollars and zero cents (\$85.00) for each day or portion thereof that a CITY adult prisoner is housed in the jail.
- B. Beginning the 1st day of January, 2026, the rate for adult prisoners shall increase to ninety dollars and zero cents (\$90.00) for each day or portion thereof that a CITY adult prisoner is housed in the jail.
- C. Any adult booked into the jail under the authority of the CITY is the financial responsibility of the CITY for the duration of the adult's confinement in the jail. A booking fee of fifty dollars and zero cents (\$50.00) will be charged to the CITY each time their adult is booked in Pacific County Jail. However, if the Pacific County Prosecutor files a felony level charge related to the booking

of that adult, the adult shall not be considered a CITY arrestee and the CITY shall not be responsible for any jail related costs pertaining to the adult including the booking fee.

- D. If an adult who is booked into the jail at the request of another city within Pacific County also has an outstanding warrant from the CITY, the CITY shall have no financial responsibility for the arrestee until the other city's financial responsibility ceases. When the other city's financial responsibility terminates, the CITY immediately shall become financially responsible for the arrestee under the provisions of paragraph II. B, excluding the booking fee. If an adult who is booked into the jail at the request of a second city within Pacific County also has an outstanding warrant from the CITY and a third city within Pacific County, the CITY and the third city shall share proportionally the financial responsibility for the arrestee under the provisions of Section 2. B, from the time when the second city's financial responsibility ceases.

The COUNTY will attempt to notify the CITY when the CITY has an outstanding warrant on an individual who is booked into the jail on a matter unrelated to the CITY. Attempted notification shall include, at minimum, calling the CITY's police department, attempting contact with an on-duty CITY police officer at least two times by radio through dispatch, and emailing the CITY's designated email account.

- E. The CITY agrees to pay the COUNTY for boarding services at the rate stated on a monthly basis upon presentation of invoices by the COUNTY. The COUNTY may refuse to house CITY adults if any invoice is not paid within thirty (30) days of being mailed to the CITY.
- F. If the CITY contracts with another city within the County for handling the other city's adults the other city's arrestees shall be the CITY'S arrestees for the purpose of this contract, and the CITY shall pay the COUNTY for boarding services at the rate stated on a monthly basis for any of the other city's adult arrestees (Hereinafter called and combined with "CITY arrestees").
- G. Except as provided herein, the CITY agrees to pay all medical costs for the CITY arrestees that are not reimbursed by the State of Washington or otherwise. As part of the screening process upon booking or preparation of a CITY arrestee into the jail, general information concerning the CITY arrestee's ability to pay for medical care shall be identified, including insurance or other medical benefits or resources to which an inmate is entitled. The CITY arrestee may also be evaluated for Medicaid eligibility and, if deemed potentially eligible, enrolled in Medicaid. This information shall be made available to the CITY, and any provider of health care services. To the extent that federal law allows, both the COUNTY and the CITY are authorized to act on behalf of a confined person for purposes of applying for Medicaid.

The COUNTY shall not be liable for medical costs of the CITY arrestees, except for medical costs caused by negligent or intentional acts or omissions of the COUNTY, pursuant to the Indemnification clause, Section III.B below. The COUNTY will make reasonable effort to notify the CITY if any CITY arrestee needs medical care and may incur medical care costs. The COUNTY may refuse to book, or return to the custody of the CITY, a CITY arrestee if it deems, in its sole discretion, that the jail is incapable of meeting the medical needs of the arrestee or the costs of necessary medical services are unreasonably high.

The CITY agrees to provide transportation of the CITY arrestee from the jail to a medical facility if needed and further agrees to provide security of the arrestee while at the medical facility. The CITY shall also transport the CITY arrestee back to the jail once released.

- H. The CITY also agrees to pay all transportation costs incurred by the COUNTY on behalf of CITY arrestees. Any other costs incurred by the COUNTY due to an order by a CITY Municipal Court Judge shall be paid by the CITY.

- I. The CITY agrees to provide transportation for CITY arrestees to the COUNTY facility at South Bend, unless by mutual agreement other arrangements are made at the time of transport.
- J. The CITY agrees to abide by the policies, procedures, and protocols of the Pacific County Jail Services with regard to jail operations, including jail security. A copy of the relevant policies, procedures, and protocols will be provided to the CITY upon request. Any changes to the relevant policies, procedures, and protocols that are implemented by the Jail Services after this contract goes into effect will be given to the CITY upon request.
- K. The CITY agrees that if a CITY police officer brings a CITY arrestee to the jail to be booked, except for emergent circumstances the CITY police officer will remain at the booking station in the jail until the CITY arrestee is subdued to the satisfaction of the COUNTY corrections officer. Unless otherwise waived by Jail Services Director, under no circumstances shall a CITY police officer leave a CITY arrestee to be held in the custody of the jail, nor shall the COUNTY corrections officer take custody of the CITY arrestee, unless the CITY police officer:
 - 1) Conducts a thorough search of the CITY arrestee and his/her belongings prior to being allowed entry into the jail;
 - 2) Provides adequate documentation to hold the CITY arrestee; and
 - 3) The COUNTY corrections officer has asked the CITY arrestee all of the necessary medical/mental health questions during the booking process to determine that the CITY arrestee is fit for jail custody, or the CITY police officer provides adequate proof of the CITY arrestee's medical and physical condition showing that he/she is fit for incarceration in the jail, including:
 - a. An adult must have a breath or blood alcohol level less than .25 grams/210 liters of breath and decreasing, and no emergent medical care shall be required.
- L. If the CITY police officer has met the mandatory requirements and if the CITY police officer decides that it is necessary to leave the jail prior to the CITY arrestee being subdued to the satisfaction of the COUNTY corrections officer, the CITY shall be billed a minimum of \$160.00. This fee covers the cost of the COUNTY subduing the arrestee.
- M. The CITY agrees that if the adult jail population exceeds thirty-five (35) inmates or exceeds its classification capacity to hold inmates, whichever occurs first, the COUNTY may refuse to accept CITY arrestees into the jail or may release CITY arrestees into the custody of a CITY police officer. If the COUNTY notifies the CITY of a population capacity limit being exceeded, the CITY agrees to either take custody of CITY arrestee(s) as designated by the COUNTY, or to request the arrestee be released from all custody. If no response is received by the Jail Services within 24 hours of notifying the CITY of a population limit being exceeded, the CITY shall be deemed to have requested the arrestee be released from all custody.

3. INDEMNIFICATION/HOLD HARMLESS

- A. The CITY and the COUNTY each agree to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against all claims, losses, damages, judgments, or liabilities of whatever nature, including any portion thereof, arising from or related to the Indemnifying party's acts, omissions, or performance under this Agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this Agreement, the parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.
- B. To the extent that any claims, damages, losses, and expenses are caused by the concurrent negligence or intentional acts of either of the parties, its officers, agents, or employees, the other

party's indemnification obligation hereunder shall be limited to that party's proportionate share of liability as determined by a court of competent jurisdiction or as agreed to by the parties to this contract.

- C. The COUNTY and the CITY hereby waive, as to each other only, their immunity from suit under industrial insurance, Title 51 RCW. The waiver of immunity was mutually negotiated by the parties hereto.

4. NOTICES

All notices which either party gives the other party shall be delivered in writing to the address below or to such subsequent addresses as the parties shall designate in writing. Such notices shall be deemed received on the date on which the notice is personally served or on the third day following the date on which the notice was mailed postage prepaid by certified or registered mail to the appropriate party.

City of South Bend
Police Chief
P O Drawer 9
South Bend, WA 98586
360/875-5444

Pacific County Jail Services
Director
P O Box 47
South Bend, WA 98586
360/875-9390

5. DEFAULT AND REMEDIES

If either party fails to perform any act or obligation required to be performed by it under this Contract, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have twenty (20) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Contract; provided, however, that if the non-performance is of a type that could not reasonably be cured within said twenty (20) day period, then the non-performing party shall not be in Default if it commences cure within said twenty (20) day period and thereafter diligently pursues cure to completion.

- A. In the event of a party's Default under this Agreement, then after giving notice and an opportunity to cure, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.
- B. In addition, if the CITY fails to make payment on an outstanding invoice within thirty (30) days, and the City has not disputed the invoice, the CITY shall have no further right under this Contract to deliver custody to or otherwise house CITY arrestees at the jail and shall, at the COUNTY's request, remove all CITY arrestees from the jail within fourteen (14) days of notice to do so. Thereafter, the COUNTY may, in its sole discretion, accept CITY arrestees to the jail if all outstanding invoices are paid.

6. TERMINATION

Either party may terminate this Contract early, with or without cause, upon six (6) months written notice of the termination delivered to the other party, and to the Washington State Office of Financial Management. The notice shall state the grounds for termination and the specific plans for accommodating the affected jail population. Upon early termination of this Contract, the CITY shall pay the COUNTY for all services performed up to the date of termination. The COUNTY shall notify the CITY within thirty (30) days of the date of termination of all remaining costs.

7. AMENDMENT

This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

If a contract for jail services between the COUNTY and another city is amended to include terms materially different from this agreement, the COUNTY shall notify the CITY of such amendment in writing, and the CITY shall have the right but not the obligation to accept such amendment as written and incorporate it into this agreement, and such amendment shall be deemed to be mutually accepted by both parties.

8. SEVERABILITY

If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid or unenforceable, said provision(s), or portion(s) thereof, shall be deemed severed and the remainder of this Contract shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

9. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

10. ATTORNEY FEES, COSTS, AND VENUE

In the event either party files a lawsuit to enforce the provisions of this contract, the prevailing party shall be entitled to costs of suit, court costs, and reasonable attorney fees. Any lawsuit pertaining to this Contract shall be filed in the Pacific County Superior Court.

11. SUCCESSORS

The assignment of this contract is prohibited unless express written permission is issued by Jail Services and Board of County Commissioners.

12. APPLICABLE LAW

This Contract shall be governed by the laws of the State of Washington.

13. INSURANCE

Without limiting the CITY's indemnification of COUNTY or the COUNTY's indemnification of CITY, and prior to commencement of this CONTRACT, both CITY and COUNTY shall obtain, provide and maintain during the term of this CONTRACT, policies or insurance of the type and amounts described below and, in a form, satisfactory to the other party or be covered under similar limits by participation in a risk pool.

- A. General Liability Insurance. CITY and COUNTY shall each maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$5,000,000 per occurrence, \$15,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B. Workers' Compensation Insurance. CITY and COUNTY shall each, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).



March 21, 2025

Mayor Julie Struck
City of South Bend
1102 West First Street
P.O. Box 9
South Bend, Washington 98586

SUBJECT: REVIEW OF BIDS, CHENEY BALL FIELD SPORT COURT
MAINTENANCE
SOUTH BEND, PACIFIC COUNTY, WASHINGTON
G&O #24214

Dear Mayor Struck:

On March 19, 2025, the City of South Bend received four responsive bids for the Cheney Ball Field Sport Court Maintenance. The responsive bids ranged from \$107,431.78 to \$144,988.00. The Engineer's Estimate was \$98,029.20. Each proposal was checked for correctness of extensions of the prices per unit and the total price. One correction was made; however, this correction did not change the position of the low bidder. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate	\$98,029.20
1.	Rognlin's, Inc. (Aberdeen, WA).....	\$107,431.78
2.	Pease Piping, Inc. (Tacoma, WA).....	\$131,149.22
3.	Foundry Construction, LLC (Amboy, WA)	\$141,196.89
4.	Advanced Excavation Specialists, LLC (Kelso, WA)	\$144,988.00

The lowest responsive bidder, Rognlin's, Inc., of Aberdeen, WA, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Rognlin's, Inc., of Aberdeen, WA, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City's file.



Mayor Julie Struck
March 21, 2025
Page 2

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Rognlin's, Inc.
P.O. Box 307
Aberdeen, WA 98520

Please contact us if you have any questions and/or require additional information.

Sincerely,


GRAY & OSBORNE, INC.

Eric Noah

Eric Noah

EN/sp
Encl.

cc: Mr. Dennis Houk, South Bend City Supervisor
Mr. David Johnson, South Bend Clerk/Treasurer
Mr. Russell Malburg, CPRP, Recreation and Conservation Office

BIDDER		ENGINEER'S ESTIMATE		ROGNLIN'S, INC.		PEASE PIPING, INC.		FOUNDRY CONSTRUCTION, LLC		ADVANCED EXCAVATING SPECIALISTS, LLC		
BIDDER ADDRESS				P.O. Box 307 Aberdeen, WA 98520 216.583-01 ROGNL**342LF 5% BID BOND		P.O. Box 44870 Tacoma, WA 98448 889.471-00 PEASEPI055KQ 5% BID BOND		38117 NE 119th Avenue Amboy, WA 98601 FOUNDCL763NW 5% BID BOND		1200 Hazel Street Kelso, WA 98626 179.237-00 ADVANES915LT 5% BID BOND		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.												
WASHINGTON STATE CONTRACTOR'S REG. NUMBER												
BID BOND OR OTHER GOOD FAITH TOKEN												
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1 LS	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$13,000.00	\$13,000.00
2	Demolition and Site Preparation	1 LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$14,850.00	\$14,850.00
3	Hot Mix Asphalt Overlay	250 TN	\$190.00	\$47,500.00	\$200.00	\$50,000.00	\$193.00	\$48,250.00	\$180.00	\$45,000.00	\$170.00	\$42,500.00
4	Asphalt Path	90 LF	\$40.00	\$3,600.00	\$53.00	\$4,770.00	\$40.00	\$3,600.00	\$94.44	\$8,499.60	\$25.00	\$2,250.00
5	Chain Link Fence (10-Foot) Vinyl Coated	460 LF	\$25.00	\$11,500.00	\$27.00	\$12,420.00	\$66.00	\$30,360.00	\$65.21	\$29,996.60	\$50.00	\$23,000.00
6	3-Foot Man Gate	2 EA	\$1,700.00	\$3,400.00	\$300.00	\$600.00	\$900.00	\$1,800.00	\$1,500.00	\$3,000.00	\$3,600.00	\$7,200.00
7	Chain Link Fence Horizontal Bars	1 LS	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$1,900.00	\$1,900.00	\$2,500.00	\$2,500.00	\$9,000.00	\$9,000.00
8	Painted Tennis Court Lines	1 LS	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$9,700.00	\$9,700.00
9	Tennis Nets and Posts	1 LS	\$8,600.00	\$8,600.00	\$3,000.00	\$3,000.00	\$10,800.00	\$10,800.00	\$5,000.00	\$5,000.00	\$12,500.00	\$12,500.00
Subtotal				\$90,600.00		\$99,290.00		\$121,210.00		\$130,496.20		\$134,000.00
Sales Tax @ 8.2%				\$7,429.20		\$8,141.78		\$9,939.22		\$10,700.69		\$10,988.00
TOTAL CONSTRUCTION COST				\$98,029.20		\$107,431.78		\$131,149.22		\$141,196.89		\$144,988.00
Scaled bids were opened at the City of South Bend, 1102 West First Street, South Bend, Washington 98586 on Wednesday, March 19, 2025, at 11:00 a.m. (local time).												
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.					DENOTES MATHEMATICAL OR ROUNDING ERROR.							
 DOMINIC J. MILLER, P.E.												

CITY OF SOUTH BEND, WASHINGTON
CHENEY BALL FIELD SPORT COURT MAINTENANCE
GRAY & OSBORNE #24214

DATE: 3/2025
DRAWN: SC
CHECKED: DJM
APPROVED: DJM

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

Mandatory Bidder Responsibility Checklist


The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information							
Owner/Project Name: South Bend - Cheney Ballfield Sports Court Maintenance	Project Number: 24214.00						
Bidder's Business Name: Rognlin's, Inc.	Bid Submittal Deadline: 10:00 am 03/19/2025						
Contractor Registration https://secure.lni.wa.gov/verify/							
License Number: ROGNL**342LF	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): 06/06/1966	Expiration Date: 08/01/2025						
Current UBI Number https://secure.lni.wa.gov/verify/							
UBI Number: 141 005 883	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Industrial Insurance Coverage/Worker Compensation https://secure.lni.wa.gov/verify/							
Account Number: 216,583-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Employment Security Department Number							
Employment Security Department Number: 245143 00 0							
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 							
State Excise Tax Registration Number https://secure.lni.wa.gov/verify/							
Tax Registration Number: 91-0724387	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Certification of Compliance with Wage Payment Statutes Clause Signed (See Proposal for Required Clause or Signed Certification Form)							
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>							
Not Disqualified from Bidding https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx							
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Public Works Requirements Training https://secure.lni.wa.gov/verify/							
Contractor: <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 10px;">Is Exempt from this Requirement</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>Has Completed Training</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Has Not Completed Training</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
Is Exempt from this Requirement	<input checked="" type="checkbox"/>						
Has Completed Training	<input type="checkbox"/>						
Has Not Completed Training	<input type="checkbox"/>						
Excluded Parties Listing System (Federal Funded Projects) https://www.sam.gov/							
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Checked by:							
Name: Eric Noah	Date: 03/21/2025						

Debarred Contractors List

A debarred contractor may not bid on, or have a bid considered on, any public works contract. You can search and filter this list using the options presented below.

Company Name:
WA UBI Number:
License Number:
Principal:
RCW:
From: To:
Penalty Due:
Wage Due:

Download all debarment data 

Show per page

Showing 0 records

First Previous Next Last

Company Name	UBI	License	Principals	Related Business	Status	RCW	Debar Begins	Debar Ends	Penalty Due	Wages Due
--------------	-----	---------	------------	------------------	--------	-----	--------------	------------	-------------	-----------

There are no records that match your search criteria.

Show per page

Showing 0 records

First Previous Next Last



< **Business Lookup**

License Information:

[New search](#) [Back to results](#)

Entity name: ROGNLIN'S, INC.

Business name: ROGNLIN'S INC.

Entity type: Profit Corporation

UBI #: 141-005-883

Business ID: 001

Location ID: 0001

Location: Active

Location address: 321 W STATE ST
ABERDEEN WA 98520-6143

Mailing address: PO BOX 307
ABERDEEN WA 98520-0078

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements

Filter



Endorsements held	License #	Count	Details	Status	Expiration	First issue
Aberdeen General Business	1926			Active		Apr-01-1
Bremerton General Business - Non-Resident	35051			Active	Apr-30-2	Dec-27-2
Centralia General Business - Non-Resident	6041			Active	Apr-30-2	Nov-17-2
Chehalis General Business - Non-Resident	17-0016			Active	Apr-30-2	Mar-21-2
Elma General Business - Non-Resident	2768			Active	Apr-30-2	Feb-24-2
Gig Harbor General Business - Non-Resident				Active	Apr-30-2	Mar-26-2
Hoquiam General Business - Non-Resident	126			Active	Apr-30-2	Jan-13-2
Ilwaco General Business - Non-Resident				Active	Apr-30-2	Oct-09-2
Lacey General Business - Non-Resident	5			Active	Apr-30-2	Nov-19-2
Longview General Business - Non-	670702			Active	Apr-30-2	Mar-20-2



Endorsements held	License #	Count	Details	Status	Expiration	First issue
Resident						
Montesano General Business - Non-Resident	2085			Active	Apr-30-2	May-12-2
Oakville General Business - Non- Resident				Active	Apr-30-2	Aug-03-2
Ocean Shores General Business - Non-Resident	2770			Active	Apr-30-2	May-27-1
Olympia General Business - Non- Resident	5794			Active	Apr-30-2	Oct-14-1
Port Orchard General Business - Non-Resident				Active	Apr-30-2	Aug-29-2

Owners and officers on file with the Department of Revenue

Owners and officers

Title

ROGNLIN, NICK

ROGNLIN, RANDY

SNODGRASS, KATIE

THOMPSON, BRIAN



Registered Trade Names

Registered trade names	Status	First issued
ROGNLIN'S INC.	Active	Oct-23-2018

The Business Lookup information is updated
nightly. Search date and time: 3/21/2025
11:44:38 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported





< Business Lookup

Tax Information

[New search](#) [Back to results](#)

Entity name: ROGNLIN'S, INC.

Entity type: Corporation

Excise tax account ID #: 141-005-883

UBI #: 141-005-883

Opened: January 1, 1990

Closed:

Mailing address: PO BOX 307
ABERDEEN WA 98520-0078

NAICS: 236220 - Commercial and Institutional Building Construction

Reseller Permit(s)



Reseller permit #	Status	Effective date	Expiration date
A16416825	Active	Jan-01-2024	Dec-31-2025
A16416823	Expired	Jan-01-2022	Dec-31-2023
A16416821	Expired	Jan-01-2020	Dec-31-2021



Reseller permit #	Status	Effective date	Expiration date
A16416819	Expired	Jan-01-2018	Dec-31-2019
A16416817	Expired	Jan-01-2016	Dec-31-2017
A16416815	Expired	Jan-01-2014	Dec-31-2015
A16416813	Expired	Jan-01-2012	Dec-31-2013

Business License Locations



Business name	License account ID #	Location address
ROGNLIN'S INC.	141005883-001-0001	321 W STATE ST ABERDEEN WA

The Business Lookup information is updated nightly. Search date and time: 3/21/2025 11:46:05 AM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



Contractors

ROGNLINS INC

Owner or tradesperson

Principals

ROGNLIN, RANDY WAYNE, PRESIDENT

SNODGRASS, KATIE KRISTINE, VICE
PRESIDENT

ROGNLIN, NICHOLAS WILLIAM, VICE
PRESIDENT

THOMPSON, BRIAN CURTIS, SECRETARY

ROGNLIN, SCOTT WILLIAM, SECRETARY
(End: 05/21/2014)

PO BOX 307
ABERDEEN, WA 98520-0078
360-532-5220
GRAYS HARBOR County

Doing business as

ROGNLINS INC

WA UBI No.
141 005 883

Business type
Corporation
Governing persons
RANDY

ROGNLIN
NICHOLAS ROGNLIN;
KATIE SNODGRASS;
BRIAN THOMPSON;

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.

ROGNL342LF**

Effective — expiration

06/06/1966— 08/01/2025

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

American Southern Ins Co

\$30,000.00

Bond account no.

69S009831

Received by L&I

02/25/2025

Effective date

08/01/2025

Expiration date

Until Canceled

American States Insurance Co

\$12,000.00

Bond account no.

69S009831

Received by L&I

05/07/2012

Effective date

04/20/2012

Expiration date
08/01/2025

Insurance

Zurich American Ins Co \$2,000,000.00
Policy no.
GLO998774100

Received by L&I Effective date
12/26/2024 12/31/2023
Expiration date
12/31/2025

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

No lawsuits against the bond or savings accounts during the previous 6 year period.

L&I Tax debts

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

License Violations

No license violations during the previous 6 year period.

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

Registered training agent. Check their eligible programs and occupations.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

This company has multiple workers' comp accounts.

Active accounts

L&I Account ID Account is current.
216.583-01

Doing business as


ROGNLINS INC

Estimated workers reported

Quarter 4 of Year 2024 "Greater than 100 Workers"

L&I account contact

T0 / MICHELE GARRETT (360) 902-4620 - Email: GAMI235@lni.wa.gov

Track this contractor 

Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

Required Training— Effective July 1, 2019

Exempt from this requirement.

Contractor Strikes

No strikes have been issued against this contractor.

Contractors not allowed to bid

No debarments have been issued against this contractor.

Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date No violations
01/15/2025

Inspection no.
317983256

Location
**2621 Port Industrial Rd.
Aberdeen, WA 98520**

Inspection results date
01/15/2025 No violations

Inspection no.
317983801

Location
**411 S Sylvia St
Montesano, WA 98563**

Inspection results date
11/12/2024 No violations

Inspection no.
317982286

Location
**LOTT CLEAN WATER ALLIANCE
Olympia, WA 98501**

Inspection results date
10/10/2023 Violations

Inspection no.
317975205

Location
**21603 N Clear Lake Blvd SE
Yelm, WA 98597**

Inspection results date
10/29/2021 No violations

Inspection no.
317965976

Location
**1105 Pacific Ave
Sumner, WA 98352**

Inspection results date
02/19/2021 Violations

Inspection no.
317961333

Location
**SR 107 Bridge, WB Lane
Montesano, WA 98563**

Inspection results date
09/24/2020 Violations

Inspection no.
317960193

Location
**Marcy and 1st St
Montesano, WA 98563**

Inspection results date
12/06/2019 No violations

Inspection no.
317956958

Location
**Market Street in Seabrook
Pacific Beach, WA 98571**

Inspection results date

09/20/2019

Violations

Inspection no.

317955673

Location

HWY 101 MP 79

Aberdeen, WA 98520

Inspection results date

08/23/2019

No violations

Inspection no.

317955527

Location

State Rt 109 mile post 15.95

Ocean Shores, WA 98569

Inspection results date

07/05/2019

Violations

Inspection no.

317954545

Location

2268 State Route 109

Hoquiam, WA 98550

ROGNLINS, INC.

Unique Entity ID VALGLNTAG6A1	CAGE / NCAGE 0LYB8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 8, 2025	
Physical Address 321 W State ST Aberdeen, Washington 98520-6143 United States	Mailing Address PO Box 307 Aberdeen, Washington 98520-0078 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Washington 06	State / Country of Incorporation Washington / United States	URL www.rognlins.com

Registration Dates

Activation Date Jul 10, 2024	Submission Date Jul 8, 2024	Initial Registration Date Mar 29, 2002
--	---------------------------------------	--

Entity Dates

Entity Start Date Apr 11, 1961	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
--	--	---

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments **Yes** Debt Subject To Offset **No**

EFT Indicator **0000** CAGE Code **0LYB8**

Profile of Contacts

Electronic Business

KATIE SNODGRASS, VICE PRESIDENT **PO Box 307**
Aberdeen, Washington 98520
United States

KATIE SNODGRASS **PO Box 307**
Aberdeen, Washington 98520
United States

Government Business

KATIE SNODGRASS **P.O. Box 307**
Aberdeen, Washington 98520
United States

RANDY ROGNLIN **PO Box 307**
Aberdeen, Washington 98520
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	237110	Water And Sewer Line And Related Structures Construction
	221111	Hydroelectric Power Generation
	221320	Sewage Treatment Facilities
	236210	Industrial Building Construction
	236220	Commercial And Institutional Building Construction
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	238110	Poured Concrete Foundation And Structure Contractors
	238120	Structural Steel And Precast Concrete Contractors
	238190	Other Foundation, Structure, And Building Exterior Contractors
	238910	Site Preparation Contractors

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

**CITY OF SOUTH BEND, WASHINGTON
ORDINANCE NO. 1605**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON, ADOPTING A CLIMATE RESILIENCE ELEMENT INTO THE CITY OF SOUTH BEND COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of South Bend recognizes the increasing threats posed by climate change, including but not limited to sea-level rise, extreme weather events, flooding, and other environmental and economic impacts; and

WHEREAS, the Washington State Growth Management Act (RCW 36.70A) requires comprehensive plans to address environmental and natural hazard risks, and the addition of a Climate Resilience Element aligns with state goals for sustainable development and disaster preparedness; and

WHEREAS, the City of South Bend is committed to protecting public health, safety, and infrastructure by enhancing resilience to climate-related impacts through proactive planning and policy measures; and

WHEREAS, public engagement efforts have been conducted, including stakeholder meetings and public hearings, to ensure that the Climate Resilience Element reflects the needs and priorities of South Bend residents and businesses; and

WHEREAS, the Planning Commission has reviewed and recommended adoption of the Climate Resilience Element as an amendment to the City's Comprehensive Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH BEND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Adoption of Climate Resilience Element.

The City of South Bend hereby adopts the Climate Resilience Element as an amendment to the City of South Bend Comprehensive Plan. The Climate Resilience Element, as set forth in Exhibit A attached hereto and incorporated herein by reference, shall provide policy guidance on:

- Identifying climate-related vulnerabilities and risks;
- Implementing adaptive infrastructure and nature-based solutions;
- Enhancing emergency preparedness and response strategies;
- Promoting sustainable development and energy efficiency;
- Protecting and restoring natural resources to mitigate climate impacts;
- Encouraging community education and participation in climate resilience efforts.

Section 2. Codification.

This ordinance shall be codified as part of the City of South Bend Comprehensive Plan and shall be made available to the public and incorporated into relevant city planning and development documents.

Section 3. Severability.

If any provision of this ordinance, or its application to any person or circumstance, is held invalid, the remainder of the ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 4. Effective Date.

This ordinance shall take effect and be in full force five (5) days after its passage and publication as required by law.

PASSED AND ADOPTED by the City Council of the City of South Bend, Washington, this ____ day of _____, 20__.

APPROVED:

Mayor, City of South Bend

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Apex Permitting & Consulting
1385 Raymond South Bend Road
Raymond, WA 98577
(360) 581-2108
apexpermitting@gmail.com

MEMORANDUM

To: South Bend City Council

From: Will Hamlin, Apex Permitting & Consulting

Date: 4/2/2025

Subject: Importance of Adopting a Climate Element in the City's Comprehensive Plan

Overview

This memo outlines the rationale for adopting a climate element and incorporating it into the City of South Bend's Comprehensive Plan. As climate change increasingly affects communities across Washington State, it is essential for South Bend to prepare for and adapt to these changes. A climate element will provide a strategic framework to address local climate impacts, protect community health and safety, and position South Bend to access critical state and federal funding.

Why a Climate Element is Necessary

- Legal and Policy Alignment

HB 1181, passed by the Washington State Legislature in 2023, encourages local governments to incorporate climate resiliency into their planning under the Growth Management Act (GMA). Adopting a climate element aligns South Bend with state-level initiatives and ensures compliance with upcoming planning requirements.

- Local Climate Impacts

South Bend is vulnerable to sea level rise, flooding, storm surges, and increasing wildfire risk—all of which threaten public infrastructure, economic stability, and the well-being of its residents. A climate element enables the city to identify and mitigate these risks proactively.

- Economic and Infrastructure Resilience

Planning for climate adaptation helps avoid costly emergency responses and long-term infrastructure damage. It also supports economic stability by protecting local businesses, tourism, and natural resources.

- Public Health and Safety

Climate change impacts air and water quality, increases the incidence of heat-related illnesses, and strains emergency services. A climate element enables the city to prioritize vulnerable populations and invest in protective measures, such as cooling centers, resilient water systems, and emergency preparedness.

- Access to Funding Opportunities

Federal and state agencies are increasingly prioritizing funding for jurisdictions with climate action plans. With a climate element in place, South Bend will be more competitive for grants and infrastructure dollars, including those from FEMA, the Washington Department of Ecology, and the Inflation Reduction Act (IRA).

What a Climate Element Can Include

- Greenhouse Gas (GHG) Emissions Reduction Targets
- Energy Efficiency Goals and Transportation Planning
- Natural Hazard Mitigation Strategies
- Community Engagement and Environmental Justice Provisions
- Monitoring and Evaluation Frameworks

Recommendation

Adopting a climate element is not just a policy decision—it is an investment in South Bend's long-term sustainability, safety, and prosperity. I strongly recommend the City Council initiate the process to develop and adopt a climate element as part of its next Comprehensive Plan update.

Climate Element

In 2023, Washington State House Bill 1181 added a 14th element regarding climate change and resiliency to the Growth Management Act (GMA). Pacific County and the cities within the county must add a Climate Resilience Sub-Element to their comprehensive plans to address the growing concerns associated with climate change. The resilience sub-element must identify goals and policies that address climate preparedness, response, and recovery efforts and maximize economic, environmental, and social co-benefits while prioritizing environmental justice to avoid worsening ecological health disparities.

The climate resilience goals must be designed to:

- Address natural hazards created or aggravated by climate change, including sea level rise, landslides, flooding, drought, heat, smoke, wildfires, and other effects of changes to temperature and precipitation patterns.
- Identify, protect, and enhance natural areas to foster climate resilience, as well as areas of vital habitat for safe species migration and
- Identify, protect, and enhance community resilience to climate impacts, including social, economic, and environmental factors that support adaptation to climate impacts consistent with environmental justice.

The City of South Bend is committed to supporting a community that is adaptive and resilient to the future impact of climate change through inclusive, economically feasible, and attainable goals and policies based on common-sense planning approaches.

Climate Resilience Goal 1 (CR-1): Promote infill development, increasing housing diversity and supply, commercial opportunities, and access to transportation and essential services while preserving the environmental integrity of the surrounding rural areas.

CR-1 Policies:

- 1-1** Increase or remove density requirements in areas well-served by transit and other city services.
- 1-2** Encourage various housing options, including multi-family and accessory dwelling units (ADU), and remove or decrease minimum size requirements for residential dwelling units.
- 1-3** Implement complimentary, mixed land uses versus traditional zoning, such as locating business districts, parks, and schools in neighborhoods to promote cycling and walking and reduce driving.
- 1-4** Develop, implement, and periodically update a plan to mitigate and adapt to climate change impacts to the coastline.
- 1-5** Prioritize infill development through the zoning and permitting processes.

- 1-6 Ensure that development and redevelopment projects are resilient to the impacts of climate change.
- 1-7 Establish development regulations incorporating best practices for reducing the risk of wildfire, extreme heat, flooding, and other climate-exacerbated hazards.
- 1-8 Establish land use patterns that increase the resilience of the built environment, ecosystems, and communities to climate change.
- 1-9 Encourage the use of rain gardens, drainage swales, and non-impervious surfaces to manage stormwater naturally.
- 1-10 Encourage landscaping on residential developments that create a protective barrier to wildfire in the areas that abut urban and rural forest areas.

Climate Resilience Goal 2 (CR-2): Ensure that the city's infrastructure can accommodate renewable energy opportunities and withstand and recover quickly from the impacts of extreme weather and other natural hazards worsened by climate change.

CR-2 Policies:

- 2-1 Consider future climate conditions during the siting and design of capital facilities, including temperature, rainfall, and sea level changes, to help ensure they function as intended over their planned life cycle.
- 2-2 Require new subdivisions to bury electricity transmission lines and associated infrastructure to reduce storm damage and wildfire ignition risks.
- 2-3 Encourage the retrofitting of buildings for energy efficiency.
- 2-4 Incentivize green building certification to improve energy and environmental performance.
- 2-5 Encourage the use of alternative forms of energy production, such as wind or solar power, as a source of auxiliary energy in case of climate-related emergencies.
- 2-6 Encourage the design and construction of commercial and residential buildings and their surrounding sites to reduce and treat stormwater runoff and pollution.
- 2-7 Enhance the resilience of parks and recreational trails by assessing and addressing climate hazards and impacts.
- 2-8 Encourage using carbon-filtering vegetation in residential and commercial landscaping.
- 2-9 Encourage the use of street trees to provide shade for pedestrians and reduce the heat stored in the streets and sidewalks.
- 2-10 Manage water resources sustainably in the face of climate change through intelligent irrigation, stormwater management, preventative maintenance,

water conservation and wastewater reuse, plant selection, and landscape management.

Climate Resilience Goal 3 (CR-3): Ensure the protection and restoration of streams, riparian zones, estuaries, wetlands, and floodplains to achieve healthy watersheds resilient to climate change.

CR-3 Policies:

- 3-1** Protect and restore coastal ecosystems to increase the resilience of species, habitats, and communities to climate change.
- 3-2** Encourage tree species selection and planting guidance to be updated to be resilient to climate change.
- 3-3** Manage tree canopy and forests (including parks, greenbelts, and urban forests) to decrease climate-exacerbated risks from severe wildfires, protect residents, and improve ecosystem health and habitat.
- 3-4** Consider sea-level rise in coastal and nearshore habitat restoration projects.
- 3-5** Improve urban forest management to maximize carbon storage.
- 3-6** Encourage and maintain green belts of parks to support connectivity and non-motorized travel between housing, schools, and businesses across a community.
- 3-7** Protect and restore wetlands and corridors between wetlands to provide biological and hydrological connectivity that fosters resilience to climate impacts.
- 3-8** Encourage tree plantings along industrial shorelines that provide carbon filtering qualities and shade to protect native habitats.
- 3-9** Protect and preserve water quality and quantity from drought, extreme heat, and other hazards exacerbated by climate change.

Climate Resilience Goal 4 (CR-4): Partner with local and regional organizations and underserved communities to equitably advance programs and policies to create climate-resilient communities for all residents of the City of South Bend.

CR-4 Policies:

- 4-1** Work with local partners to develop cooling centers for our community's most vulnerable populations during extreme heat events.
- 4-2** Work with local and regional partners to disseminate climate hazard information and safety protocols to non-English-speaking and vulnerable segments of the community.
- 4-3** Work with state, federal, and local organizations to ensure residents have the proper resources to meet their daily needs during extreme climate events.
- 4-4** Ensure that all segments of the community have access to city, social, and health services during climate events.

- 4-5** Work with community partners and overburdened communities to establish resilience hubs that can serve as clean air shelters for use by the public during wildfire smoke events.
- 4-6** Improve street connectivity and walkability, including sidewalks and street crossings, to serve as potential evacuation routes.
- 4-7** Work with local agencies, including the regional transit system and emergency management, to develop evacuation strategies and transportation opportunities for the community's vulnerable and underserved populations in climate-related emergencies.
- 4-8** Work with local, state, and federal agencies to upgrade energy efficiency in the city's older and more affordable housing stock, providing more protection for lower—and fixed-income households.