

**City of South Bend Council Meeting
Wednesday May 28, 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 May 12th, 2025*
5. Correspondence
6. Approval of Agreement, Electric Vehicle Charging Station License (ACTION)
7. Department Head Reports:
 - i) Police Chief Stigall
 - ii) City Supervisor Houk
 - iii) Fire Chief McGee
 - iv) Clerk/Treasurer Johnson
8. Mayor's Report
9. Public Comments – Current Agenda Items
10. Council Comments
11. Future Agenda Topics
12. Adjournment

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

Zoom Link <https://us02web.zoom.us/j/88417414730?pwd=cBBEdkjHfS1497dQt878yjDmclN1pf.1>

Meeting ID: 884 1741 4730 Passcode: 023737 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 May 28, 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.

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 June 9, 2025 @ 5:30 PM in the South Bend Council Chambers unless otherwise notified.

South Bend Council Meeting

Monday, May 28th, 2025

CONSENT AGENDA

1. Approval of Vendor Checks

Vendors – Check #49670 thru Check #49687 - \$211,007.41 Including EFT Payments

5/28/2025

	VENDOR	AMOUNT	
49670	Apex Permitting and Consulting	\$ 20,000.00	Comprehensive Climate Plan
49671	Axon Enterprise Inc	\$ 11,339.91	Dues - Subscriptions / Police
49672	Board of Volunteer Firefighters	\$ 669.20	Annual Fees - Benefits / Fire
49673	Criminal Justice Training Commission	\$ 100.00	Training - Travel / Police
49674	Department of Transportation	\$ 1,416.19	Fuel- Police \$549.89 and PW \$866.30
49675	Dilk Tire Factory	\$ 362.50	Repair - Maintenance Equipment / Water, Sewer, Streets
49676	Gray & Osborne Inc	\$ 29,624.04	Professional Services / Red Town Initiative / RRFB's
49677	Honey Bucket	\$ 250.00	Portable Toilet - Boat Launch
49678	Jacqueline Stone	\$ 1,400.00	Municipal Court Prosecutor- May 2025
49679	Jennings Equipment Inc	\$ 71.13	Equipment Repairs / Streets
49680	Jonathan Quittner	\$ 1,000.00	Municipal Court Public Defender - May 2025
49681	Kenyon Disend	\$ 1,130.50	Professional Services - Building Publications - Permits / Financial
49682	Lisa Carlson	\$ 627.29	Miscellaneous Services / Court
49683	Pacific County Jail Services	\$ 931.66	Boarding of Prisoners / Police
49684	Pacific County Public Works	\$ 1,885.25	Eklund Park Sewer Charges / May
49685	Petty Cash - David Johnson	\$ 301.78	Replenish Petty Cash
49686	Rognlins Inc	\$ 138,583.00	Madison Street Sidewalk Improvement / Streets
49687	Sunrise Pest Management	\$ 168.64	Repair - Maintenance - Building / City Hall, Fire
<i>EFT Pay</i>	<i>VC3 - EFT Pay</i>	\$ 359.84	Dues - Subscriptions / Financial, Water, Sewer
<i>EFT Pay</i>	<i>VISA - EFT Pay</i>	\$ 786.48	City Hall \$38.91 Court \$5.67 Water \$35.06 Sewer \$24.07 Streets \$24.07 Parks \$24.07 Police \$634.63
	TOTAL	\$ 211,007.41	

CITY OF SOUTH BEND 5/12/2025
Meeting # 890 9113 2951

1-2. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

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

3. ITEMS FROM THE PUBLIC

Ann Skelton of the Marine Resource Committee held a Zoom presentation concerning the 2025 Science Conference

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

A motion was made by Councilor Davis to approve the Agenda, the Consent Agenda and the minutes of the April 28, 2025, regular meeting. Motion carried. **Vote: Ayes-4, Noes-0, Absent- 1.**

Vendors – Check #49610 thru Check #49637 - \$164,741.29 Including EFT Payments

5. CORRESPONDENCE - None

6. DISCUSSION – Bush Park Memorial Renovation

A proposal of renovation for Bush Park Memorial area by Tim & Patrick Quigg at no cost to the City. The target date for project start is June 15th, 2025. Kiwanis will handle the distribution of donated funds.

7. DEPARTMENT HEAD REPORT -

City Supervisor Houk announced that the Cheney Sports Park Project will begin work on the 27th of this month.

8. MAYOR'S REPORT -

The Mayor reported that all open seats for city government in the upcoming election have been filled with either a viable candidate or candidates.

9. PUBLIC COMMENT – CURRENT AGENDA ITEMS - None

10. COUNCIL COMMENTS

Councilor Davis posed a question concerning the current Library situation. / Answer: TRL will only occupy the current building if the full renovation takes place. Councilor Williams stated that he was excited to hear that Norm Olsen will be filling his seat on the City Council.

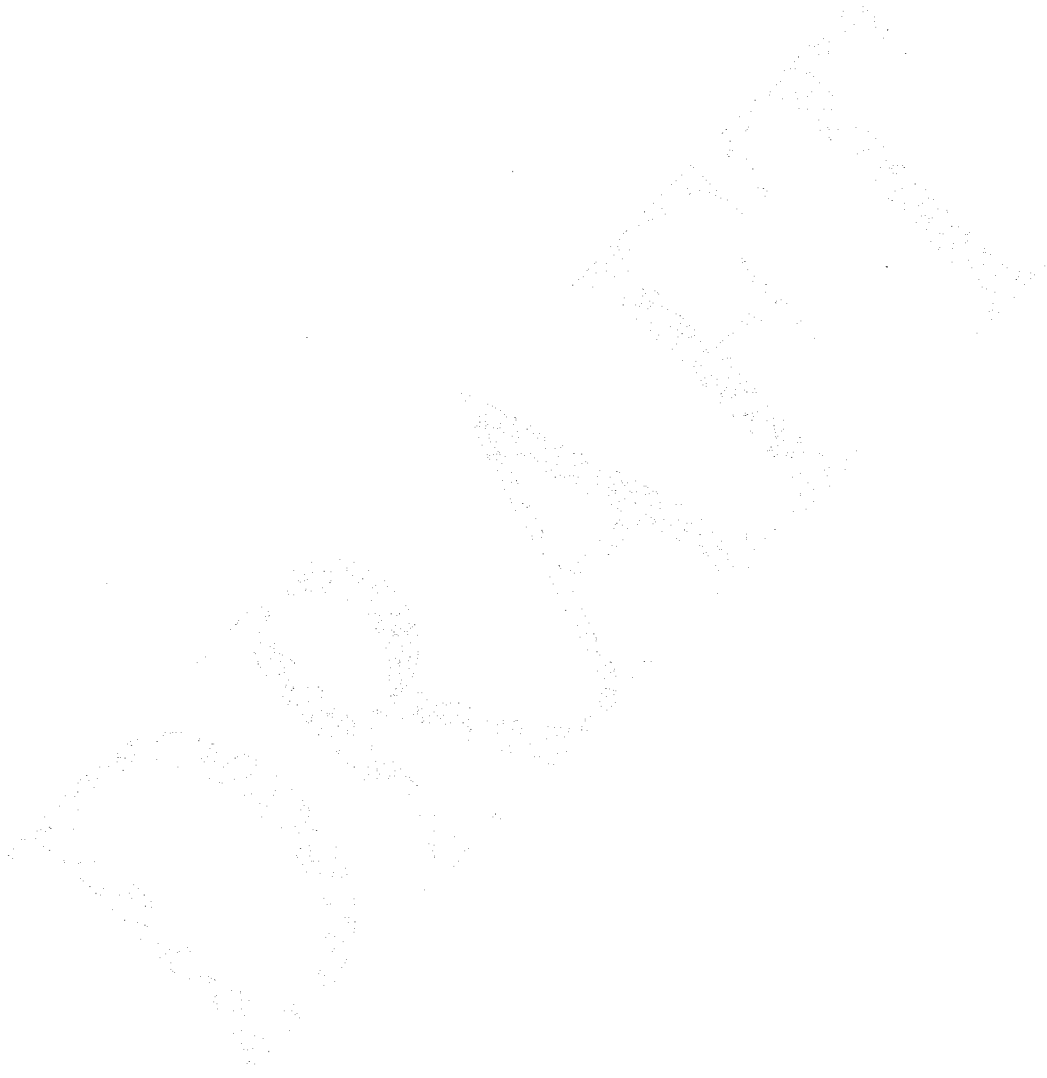
11. FUTURE AGENDA TOPICS – None

12. ADJOURNMENT-

The meeting was adjourned at 5:42 PM to meet again on Wednesday May 28, 2025 for a regular council meeting at South Bend City Hall.

Julie Struck
Mayor

ATTEST: _____
David Johnson



ELECTRIC VEHICLE CHARGING STATION LICENSE AGREEMENT

This Electric Vehicle Charging Station License Agreement (this "Agreement") is made and entered into as of the date last signed by each of the Parties ("Effective Date"), by and between **Turbo Volt Charge, LLC**, a Delaware limited liability company ("TVC") and the **City of South Bend, Washington**, a Washington municipal corporation ("CITY"). TVC and City may be referred to each as a "Party" and together as the "Parties" in this Agreement.

A. TVC intends to make available certain electric vehicle ("EV") charging stations and services to the public for the purpose of charging EVs.

B. City desires to license to TVC that certain City-owned right-of-way on the 1100 block of West First Street, South Bend, Washington, adjacent to Mary Roger Pioneer Park, comprised of six (6) parking spaces constituting approximately 882 square feet as further depicted on **Exhibit A** hereto (the "Premises") for the installing, siting, operating and maintaining of the EV Equipment (the "Permitted Use"), and TVC desires to use the Premises for the Permitted Use.

C. The purpose of this Agreement is to set forth the terms and conditions applicable to the access and use of the Premises for the installation, siting, operation, and maintenance of the EV Equipment, as defined in Section 5 below, and set forth on **Exhibit B** hereto.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

1. Term. Unless earlier terminated as provided herein, this Agreement will have a term of ten (10) years, commencing on the Effective Date (the "Term"), subject to renewal as provided below.

2. Renewals. Renewals of the Term shall occur based on the following:

a. First Option. TVC shall have one (1) option to renew this Agreement for a period of five (5) years (the "First Option") on the same terms and conditions of the initial Term. TVC shall exercise the First Option by providing City with not less than sixty (60) days' prior written notice of its intent to extend, which notice shall be delivered to City not more than one hundred eighty (180) days prior to the expiration of the initial Term. TVC shall not be in default of this Agreement beyond applicable notice and cure periods when it exercises the First Option. If TVC fails to deliver timely notice of its intent to exercise the First Option, it shall be deemed to have elected not to exercise the First Option.

b. Second Option and Benchmarks. TVC shall have a second option to renew this Agreement for a period of five (5) years (the "Second Option") conditioned on: (i) TVC having paid at least \$9,000 per year in Revenue Share to the City in the preceding year of the Term, or (ii) TVC having installed more than \$180,000 in EV

Equipment upgrades on the Premises, for which TVC has provided reasonable supporting documentation to the City. TVC shall exercise the Second Option by providing City with not less than sixty (60) days' prior written notice of its intent to extend, which notice shall be delivered to City not more than one hundred eighty (180) days prior to the expiration of the term of the First Option. TVC shall not be in default of this Agreement beyond applicable notice and cure periods when it exercises its Second Option. If TVC fails to deliver timely notice of its intent to exercise the Second Option, it shall be deemed to have elected not to exercise the Second Option.

- c. **Transferability.** TVC's rights to the First Option and Second Option are transferable only to an affiliate of TVC, and may be exercised only by TVC in writing.
- d. **Extension After Second Option.** At the end of the term of the Second Option, the Parties may mutually agree in writing to extend the Term, which extension shall not be unreasonably withheld, conditioned or delayed.

3. **Rent.** Commencing on the first day of the Term and continuing throughout the Term, TVC hereby agrees to pay City rent equal to \$2,000.00/year, payable quarterly on the 15th day of each quarter (the "Rent") for an exclusive license hereby granted to install and maintain the EV Equipment on the Premises pursuant to Section 4 below. Rent shall be paid to City at the address given to TVC for such purpose from time to time throughout the Term and paid without notice, deduction nor offset. In addition to the Rent set forth above, commencing at the sixth (6th) year of the Term, TVC will pay to the City the following revenue share from the use of the EV Equipment on the Premises (the "Revenue Share"):

Year 6	1% net revenue
Year 7	2% net revenue
Years 8+	3% net revenue

4. **Premises.** City is the owner of the property located at 500 Willapa Ave, South Bend, Pacific County, Washington 98586 (the "Property"), of which the Premises is a part. City hereby licenses the Premises to TVC for the Permitted Use.

5. **Equipment.** The equipment related to the EV charging products and services made available to the public by TVC is listed in **Exhibit B** to this Agreement, which is incorporated into this Agreement by this reference (collectively, the "EV Equipment"). TVC will initially install two (2) DC charging ports with at least 150KwH, which will require availability of three (3) parking spaces in the City's right-of-way as shown on **Exhibit A**. As set forth on **Exhibit B**, TVC will additionally install one transformer on the Premises in coordination with Pacific County PUD No.

2 to provide sufficient power for the stations and allow for future expansion of the EV Equipment. When sufficient utilization warrants, as determined by TVC in its sole discretion, TVC may install two (2) additional DCFCs to be utilized with three (3) additional spaces. At full build-out the TVC station would include a total of four (4) EV chargers placed on six (6) parking spaces. TVC shall provide written notice to City prior to installing the final two (2) DC charging ports. The EV Equipment shall be installed in a workmanlike manner in compliance with applicable local, state, and federal laws. In connection with installing the EV Equipment, TVC may install security cameras and related notices to deter theft or vandalization.

6. Authority; Taxes; Limited Scope. City represents and warrants that City has the authority to enter into this Agreement and allow for the installation and use of the EV Equipment pursuant to this Agreement at the Property. City acknowledges that, during the Term, the EV Equipment, together with any replacements, upgrades and other modifications of the foregoing, will remain the personal property of TVC at all times. TVC will be responsible for payment, on a pro-rata basis, of any personal property or other taxes required in connection with the EV Equipment. Except as specifically set forth herein, no rights or entitlements will be granted to City under this Agreement. City acknowledges that TVC may, in its sole discretion, file a fixture filing in the real estate records of the county where the EV Equipment is installed to protect its ownership interest in the EV Equipment during the Term. City will promptly provide to TVC, upon request, any information required in order for TVC to make such filing.

7. Maintenance and Repair Obligations. TVC is responsible for the costs of providing, installing, maintaining, and replacing the EV Equipment during the Term and any renewals thereof. TVC shall pay for any upgrades to the EV Equipment that it chooses to implement. TVC shall maintain the EV Equipment in good working order during the Term and any renewals thereof. TVC shall not allow any of the EV Equipment to be inoperable for more than ninety (90) consecutive days unless caused by unforeseeable delays due to circumstances outside of TVC's reasonable control and supporting documentation of such unforeseen circumstance(s) is provided to the City. TVC shall monitor the condition of the EV Equipment, and the City will provide reasonable assistance to TVC in doing so, including notifying TVC of any issues that arise with the EV Equipment of which the City becomes aware.

8. City Responsibilities. The City and any agents of the City, shall not tamper with, adjust, repair, modify, move or relocate the EV Equipment without prior written consent from TVC. City is responsible for maintaining the surface of the Premises in the same condition as the remainder of the parking areas on the Property. The City agrees to install signage and pavement striping, mutually agreeable to the Parties and in accordance with applicable City code requirements, that shall (a) direct the public to the EV Equipment, and (b) provide that only EVs may use the parking spaces adjacent to the EV Equipment upon such authority granted by the City Council by ordinance (the "Restriction"), that initially designates two (2) parking spaces exclusively for EV use adjacent to the EV Equipment and adds up to four (4) additional such EV only parking spaces as needed (collectively, the "Signage"). The City shall use reasonable efforts to enforce the Restriction.

9. Termination; Effect of Termination. Upon any breach or default by a Party of its obligations under this Agreement that remains uncured after thirty (30) days from such Party's receipt of written notice from the other Party, the Party that is not in breach or default under this Agreement may terminate this Agreement by providing written notice of such termination to the other Party. Following any termination or expiration of this Agreement, TVC will promptly remove the EV Equipment from the Premises, and restore the Premises as near as practicable to the condition existing prior to installation of the EV Equipment.

10. Right of Access. TVC shall have a right of access over, across and through the Property to install, operate and maintain the EV Equipment as TVC may reasonably require, by personnel and for equipment. City may make such access subject to the observance by TVC of such reasonable security and safety protocols and procedures of City that (a) City has provided to TVC in writing prior to access and (b) does not cause TVC to incur any unreasonable costs or expenses. In addition, City will provide all potential EV charging service participants a right of access to the EV Equipment as reasonably required to use the EV Equipment for the purpose of charging electric vehicles for personal use.

11. Indemnification. TVC will indemnify and hold harmless City for any losses City incurs as a result of damage to City's property or injury to persons caused by the installation, maintenance or use of the EV Equipment at the Premises during the Term or from the breach of any of TVC's obligations under this Agreement; provided, however, that TVC's indemnification obligations under this Section will not apply to any losses that result from the negligent acts or omissions or misconduct of City or any of City's personnel, representatives, guests or invitees to or on the Premises or from the breach of any of City's obligations under this Agreement. Third parties utilizing the EV Equipment on the Premises for charging EVs shall not be construed to be guests or invitees of the City. City will indemnify and hold harmless TVC for any damages to the EV Equipment at the Premises or any losses TVC incurs (including but not limited to the maintenance, repair or replacement of, or value lost by any failure or impairment of the efficient operating condition of the EV Equipment) that result from the negligent acts or omissions or misconduct of City or any of City's personnel, representatives, to or on the Premises or from the breach of any of City's obligations under this Agreement; provided, however, that City's indemnification obligations under this Section will not apply to any losses that result from the negligent acts or omissions or misconduct of TVC or any of TVC's personnel, representatives, guests or invitees to or on the Premises or from the breach of any of TVC's obligations under this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of TVC and the City, its officers, officials, employees, and volunteers, TVC's liability hereunder shall be only to the extent of TVC's negligence or misconduct. It is further specifically and expressly understood that the indemnification provided herein constitutes TVC's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or

termination of this Agreement.

12. Insurance. TVC shall procure and maintain the insurance required in this Section without interruption during the Term and any renewals thereof. TVC shall obtain the following minimum insurance coverage covering TVC's performance under this Agreement, and as to which the City shall be named as primary non-contributory additional insured:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of TVC's insurance and shall not contribute with it.

An insurance certificate showing the foregoing shall be submitted to the City for approval (not to be unreasonably withheld, conditioned or delayed) before the installation of the EV Equipment. Insurance procured and maintained by TVC shall be placed with insurers with a current A.M. Best rating of not less than A:VII.

Upon written request by the City, TVC shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' commercially reasonable coverage.

Failure on the part of TVC to maintain the insurance as required herein shall constitute a material breach of this Agreement, upon which the City may, after giving fifteen (15) business days' notice to the TVC to correct the breach, immediately terminate this Agreement.

13. Compliance with Laws. TVC and the City shall each comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

14. Attorneys' Fees. The prevailing party in any lawsuit brought to enforce or interpret the terms of this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in said suit, including on appeal.

15. Notices. All notices under this Agreement must be in writing and will be deemed given upon (a) personal delivery to the addressee; (b) three (3) days after deposit in the United States mail, with postage pre-paid and a certified mail return receipt requested; (c) one (1) day after delivery to the United States Postal Service Express Mail or similar overnight delivery service; or (d) delivered by email with confirmation of receipt by the Party being notified. The notice address for each Party is set forth below and may be changed by a Party by providing the other Party with notice pursuant to this Section:

TVC: Turbo Volt Charge, LLC
45 Raymond South Bend Rd St C
Raymond, WA, 98577
425.922.0948
Attn: Fabian Toader and Luis Ulloa
Email: fabian@turbovoltcharge.com; luis@turbovoltcharge.com

City: City of South Bend
South Bend, WA, 98586
360-875-5571
Attn: Dennis Houk and Mayor Julie Struck
Email: dennis.houk@southbend-wa.gov;
julie.struck@southbend-wa.gov

16. Assignment. This Agreement may not be assigned or transferred by City without the prior written consent of TVC, which must be requested by City at least thirty (30) days in advance of any proposed assignment or transfer and shall not be unreasonably withheld. Any purported assignment in violation of this Section will be void. This Agreement may not be assigned or transferred by TVC without the prior written consent of City, which shall not be unreasonably withheld. Notwithstanding the foregoing, TVC may assign this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, sale of assets or other change in control. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

17. Survival. Section 11 and all other provisions of this Agreement that may reasonably be expected to survive expiration or termination of this Agreement, will survive the expiration or termination of this Agreement.

18. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

19. Miscellaneous. This Agreement will be governed by the laws of the State of Washington, without reference to its choice of law principles to the contrary. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Pacific County, Washington. This Agreement may be modified or amended only in a writing signed by both Parties. Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire agreement, and supersedes any and all prior agreements, between the Parties regarding the subject matter hereof. All remedies of a Party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a Party

under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

TVC:

**TURBO VOLT CHARGE, LLC,
a Delaware limited liability company**

By: Fabian Toader

Name: Fabian Toader

Title: CEO

Date Signed: May 12, 2025

CITY:

CITY OF SOUTH BEND, WA

By: _____

Name: Julie Struck

Title: Mayor

Date Signed: _____

EXHIBIT A

Premises

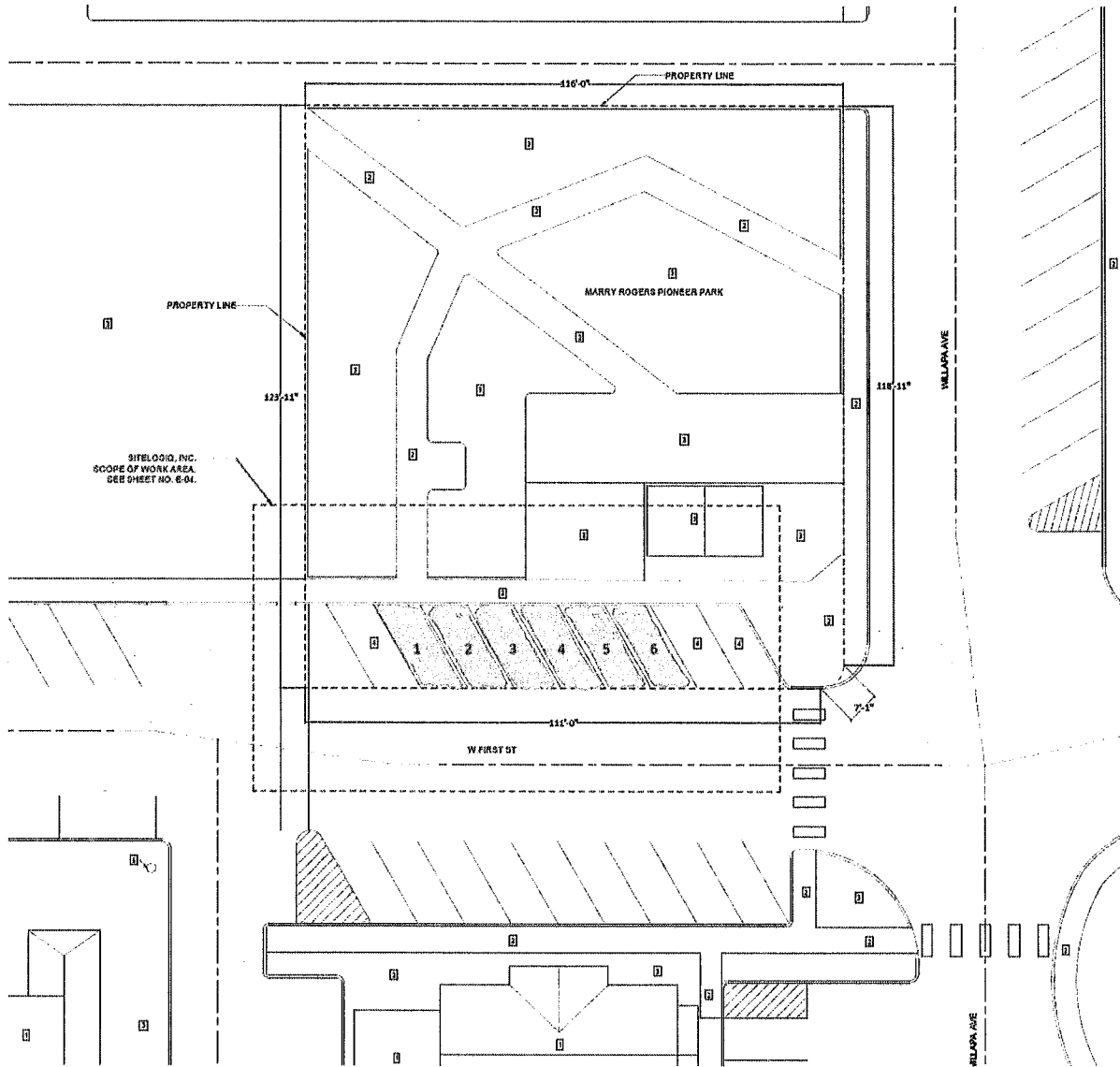


EXHIBIT B

EV Equipment

- 2 DC charging ports with at least 150KwH (each, a "Port").
- One transformer to provide sufficient power for the stations and allow for future expansion.
- Conduit, electrical service, and appurtenances.
- TVC may add up to 2 Ports, as set forth in Section 5 of the Agreement.