



CITY COUNCIL AGENDA

September 8, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PROCLAMATION** – Constitution Week 2025
3. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, September 8, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
4. **CONSENT AGENDA**
 - a. Council Minutes of August 11, 2025
5. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICERS REPORTS**
 1. Terminal 3 Utilities Project Bid Award
 2. Police Shooting Range Lean-To Bid Award
 3. K Street Pump Station Motors and Pumps Bid Award
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
6. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. National Electrical Code 2025
 2. Public Records 2025
 3. International Property Maintenance Code 2021
 4. Building Code Council Repeal 2025
 - b. **RESOLUTIONS**
 - c. **OTHER LEGAL**
 1. HDR – T3 Utility Design Amendment to Agreement
 2. MOU with WSDOT for Active Transportation Planning
7. **OLD BUSINESS**
8. **NEW BUSINESS**
 1. Need to Schedule Public Hearing to establish cost to demolish 509 Simpson Ave.
9. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, September 8, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
10. **EXECUTIVE SESSION** (Per RCW 42.30.110)
11. **ADJOURN**

Public Safety Meeting at 6:00 PM – In Council Chambers – In person Only

Council Meeting at 7:00 PM – attendance in person or remote live stream – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/88663122532>.

THE CITY OF HOQUIAM



Proclamation

A **PROCLAMATION** declaring September 17, 2025, through September 23, 2025, as “Constitution Week” in the City of Hoquiam, Washington.

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to the rule of law; and

WHEREAS, September 17, 2025, marks the two-hundred and thirty-eighth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through September 23 as “Constitution Week;”

NOW, THEREFORE, I, Ben Winkelman, Mayor of the City of Hoquiam, do hereby proclaim the week of September 17, 2025, through September 23, 2025, as

Constitution Week

in the City of Hoquiam, and I ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

Signed this 8th day of September 2025

Ben Winkelman – Mayor



CITY OF HOQUIAM

August 11, 2025

City Council Meeting Minutes

CALL TO ORDER

Pro Tem Mayor Brooks called the meeting to order at 7:00 p.m. Councilmember Smith led the flag salute.

ROLL CALL

Those in attendance at the meeting were Councilmembers Anderson, Brooks, Carlstrom Gillis, Hinchey, Larsen, Puvogel, Reid, Smith and Thornton. Absent from the Council Meeting were Mayor Winkelman, Councilmember Nelson and Pauley

Staff in attendance were Police Chief Joe Strong, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

APPROVAL OF THE AGENDA

Councilmember Puvogel moved to accept the agenda. Councilmember Thornton supported. Passed by voice vote.

COMMUNICATION Chehalis Basin Update

Ken Ghalambor spoke on the Chehalis Basin update and presented a power point to the Council.

PUBLIC COMMENT

No Public Comment Presented.

CONSENT AGENDA Council Minutes of July 28, 2025

Councilmember Puvogel moved to approve Council Minutes of July 28, 2025. His motion was seconded by Councilmember Smith and passed by voice vote.

Claims and Payroll

Councilmember Puvogel moved to approve the Claims and Payroll. His motion was seconded by Councilmember Smith and passed by voice vote.

COUNCIL ACTION/DISCUSSION

Committee Reports

No Committee Reports were presented.

Officers Reports

Fire Department – Brush
Engine Skid Unit

Staff recommend that the Council approve the skid unit purchase of \$25,822.13 which has been put into the 2025/2026 budget.



CITY OF HOQUIAM

August 11, 2025

City Council Meeting Minutes

Mayors Reports

Council Retreat

Councilmember Puvogel moved to approve this purchase. His motion was seconded by Councilmember Anderson. Passed by voice vote.

The Council Retreat location is being changed from the Vasa Hall to the Council Chambers. The date, August 25, 2025, and time, 7PM, will remain the same.

Council Reports

Councilmember Puvogel

Councilmember Puvogel states that the crosswalk at 25th and Sumner needs to be made a priority.

LEGAL BUSINESS

Ordinances

International Plumbing code 2021

An Ordinance relating to building regulations; adopting the "Uniform Plumbing Code," 2021 Edition; amending Section 2.16.010 of the Hoquiam Municipal Code. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.

International Energy Conservation Code 2021

An Ordinance relating to building; adopting the "Washington State Energy Code," 2021 Edition; amending Section 2.10.010 of the Hoquiam Municipal Code. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Smith. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.

International Fuel Gas Code 2021

An Ordinance relating to building regulations; adopting the "International Fuel Gas Code," 2021 Edition; amending Section 2.17.010 of the Hoquiam Municipal Code; repealing Section 2.17.020 of the Hoquiam Municipal Code' and repealing Section 2.17.030 of the Hoquiam Municipal Code. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Anderson. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.



CITY OF HOQUIAM

August 11, 2025

City Council Meeting Minutes

International Building Code 2021	An Ordinance relating to building regulations; adopting the “international Building Code,” 2021 Edition, and the “International Residential Code,” 2021 Edition; and amending Section 2.08.010 of the Hoquiam Municipal Code. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Thornton. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.
Resolutions Cemetery Rates	A Resolution establishing a Cemetery Fee Schedule. Ms. Schmid read by title. Followed by discussion. Councilmember Puvogel moved to adopt this Resolution, Councilmember Hinchin supported, further discussion followed. Adopted by voice vote.
Fire Captain Job Description	A resolution adopting an amended position description for the Fire captain position. Followed by discussion. Councilmember Puvogel moved to adopt this Resolution, Councilmember Smith supported, further discussion followed. Adopted by voice vote.
Other Legal EMS Maintenance Agreement	This agreement with Stryker is a 3-year contract for maintenance. This contract costs \$50,316.60 for 3-years. Discussion to follow. Councilmember Puvogel moved to approve this contract, and his motion was seconded by Councilmember Hinchin. This contract was passed by voice vote.
Hoquiam School District – Use of Olympic Stadium and Gable Park	This contract is between the City and Hoquiam School District for the use of the Olympic Stadium and Gable Park. Councilmember Puvogel moved to approve this contract, his motion was seconded by Councilmember Anderson. Discussion to follow. Contract passed by voice vote.
OLD BUSINESS Stadium Signs	Councilmember Thornton spoke on the signs at the Olympic Stadium that stated, “No Fireworks”.
Econolodge	



CITY OF HOQUIAM

August 11, 2025

City Council Meeting Minutes

NEW BUSINESS

Purchase of C Street
Properties for the North
Shore Levee Project

Councilmember Smith asked for an update. Mr. Shay spoke on the updates of the Econolodge and Oceanside.

Councilmember Puvogel moved to approve the purchase of the C Street Properties. Councilmember Hinchin seconded this motion. Discussion followed. This motion was passed by voice vote.

Public Safety Meeting

Councilmember Reid moved to schedule a Public Safety Meeting on September 8, 2025, at 6 PM in the Council Chambers.

Councilmember's Absences

Councilmember Puvogel moved to excuse the absence of Mayor Winkelman, Councilmember Nelson and Pauley. Councilmember Smith seconded and passed by voice vote.

SECOND PUBLIC COMMENT

Caleb Pitchford – Sumner Ave.

Spoke on the crosswalk at 25th and Sumner being hazardous.

EXECUTIVE SESSION

No executive Session held.

ADJOURN

Councilmember Puvogel moved to adjourn the meeting at 8:19 p.m. and his motion was seconded by Councilmember Hinchin and passed by voice vote.

RICHARD BROOKS JR – Pro Tem Mayor

KAYLA NIELSEN – City Council Secretary



Office of the City Administrator

CITY OF HOQUIAM

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3983 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: September 4, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: T-3 Utilities Construction Bids

The City of Hoquiam made a call for bids to construct a new sewer main and repair the water line serving the industrial property at Terminal 3.

This project is funded by a Grays Harbor County .09 Economic Development grant.

Four bids were received as identified on the attached bid tabulation. The low bid is from Eadon Praire Construction LLC located in Winlock, Washington.

Attached are the bid results.

Recommendation:

Staff recommends that the Council authorize awarding the bid to Eadon Praire Construction for \$381,150 which includes Washington State Sales Tax and that staff have the authority to negotiate any necessary change order that arise throughout the project.

Bid Opening August 20, 2025

T3 Utility Design Project

Bidder	Schedule A Water Line	Schedule B Sewer Line	Total Bid
Brumfield	427,977	346,213	\$ 773,190
Russ Construction	277,695	288,585	\$ 566,280
Eaden	174,240.00	206,410	\$ 381,150.00
Rogulins	435,600	147,015.00	\$ 582,615.00



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Report From Officer

DATE: September 4, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Police Lean-To Construction Bids

The City of Hoquiam made a call for bids to construct a covered lean-to structure at the police shooting range so that our police officers can better complete required firearms training throughout the winter months.

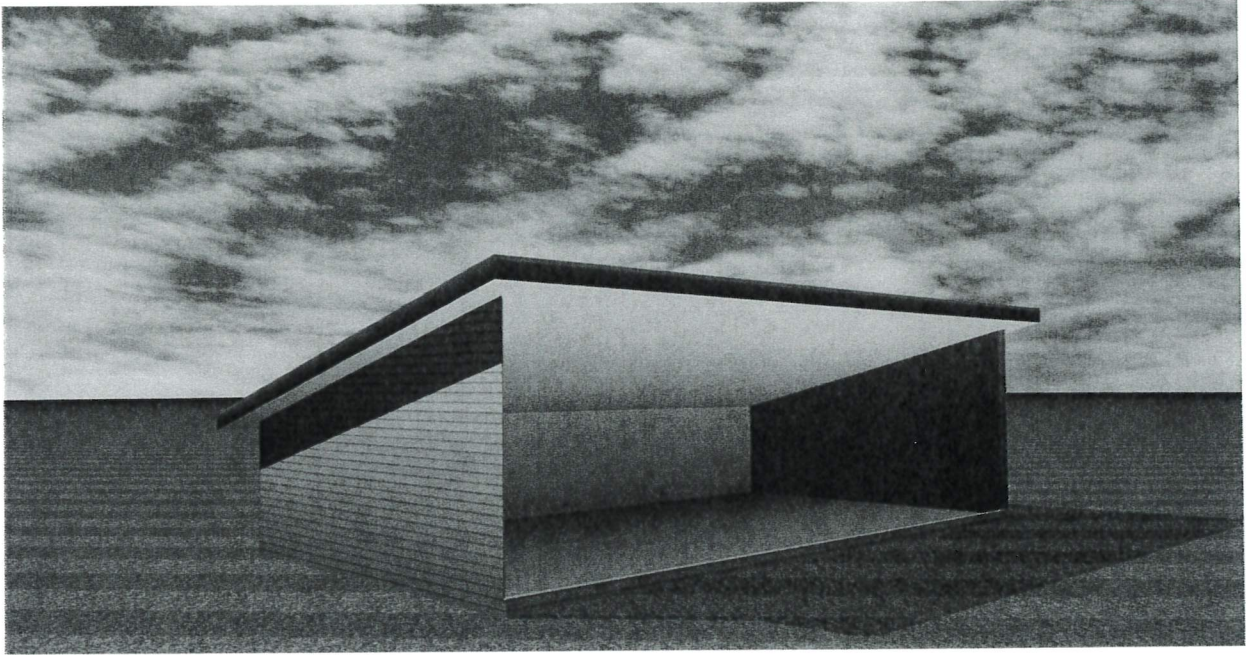
This purchase will be paid for with Drug Task Force forfeiture funds.

Eight bids were received as identified on the attached bid tabulation. The low bid is from Coastline Roofing and Construction Inc. who completed the last phase of renovations at Olympic Stadium.

Attached are the bid results and a sample rendering of the project presented by Coastline Construction.

Recommendation:

Staff recommends that the Council authorize the contract to Coastline Construction for \$40,134.88 which includes Washington State Sales Tax and that staff have the authority to negotiate any necessary change order that arise throughout the project.



Bid Opening August 28, 2025

Police Lean-To

Bidder	Bid
Rognlin's	\$ 100,188.00
J. H. Kelly	\$ 267,188.00
United Home Builders	\$ 120,780.82
S&W Craftsmen	\$ 69,597.37
Western WA	\$ 76,164.69
Bishop	\$ 48,569.40
Dallum Build Co	\$ 41,926.50
Coastline Construction	\$ 40,134.88



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CITY OF HOQUIAM**

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Report From Officer

DATE: September 4, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: K Street Stormwater Pump Station Pumps and Motors Purchase

The City of Hoquiam made a call for bids to purchase new pumps and motors for the K Street Stormwater Pumpstation in advance of the construction next year.

This purchase will be paid for with grant funding we have received from the Office of the Chehalis Basin/Department of Ecology to fully renovate the pumpstation. As we have done on previous pumpstation projects, we intend to order the generator, pumps and motors in advance of the construction because they can take 6 months or more to deliver.

One bid was received from Granich Engineered Products Inc. totaling \$424,520.51 which includes Washington State sales tax. Granich has provided pumps and motors at several pumpstations that have been upgraded over the past 7 years.

Recommendation:

Staff recommends that the Council authorize the \$424,520.51 purchase.



BID FORM

Stormwater Pumps and Motors 2025

Item No.	Standard Specification Section	Estimated quantities for comparing bids	ITEMS WITH UNIT PRICE BID (unit prices to be written in words)	AMOUNT	
				Dollars	Cents
1	Storm Pumps	2		\$304,426	
2	Motors	2		\$85,400	

Total Bid \$ 389,826.00
 8.9% Sales Tax \$ 34,694.51
 Grand Total \$ 424,520.51

ADDENDA ACKNOWLEDGEMENT

The bidder hereby acknowledges that it has received Addenda Nos. No Addenda to this project manual.

The name of the bidder submitting this bid and its business phone number and address, to which address all communications concerned with this bid and with the contract shall be sent is listed below.

Bidder's firm name Granich Engineered Products Inc
 Complete address 1313 S 96th Street WA 98108
 (Street address) (State) (Zip)
 Tele. No. (206) 767-6700
 Signed by Jeff Moe Title Sales Manager
 Printed Name: Jeff Moe

NOTE: (1) If the bidder is a partnership, so state, giving firm name under which business is transacted.
 (2) If the bidder is a corporation, this bid must be executed by its duly authorized officials.

DO NOT REMOVE THIS PAGE FROM PROJECT MANUAL

ORDINANCE NO. 2025 – ____

AN ORDINANCE relating to building regulations; adopting the “National Electrical Code, 2023 Edition”; amending Section 2.12.020 of the Hoquiam Municipal Code; repealing Section 2.12.060 of the Hoquiam Municipal Code; amending Section 2.12.090 of the Hoquiam Municipal Code; repealing Section 2.12.095 of the Hoquiam Municipal Code; repealing Section 2.12.120 of the Hoquiam Municipal Code; repealing Section 2.12.130 of the Hoquiam Municipal Code; repealing Section 2.12.170 of the Hoquiam Municipal Code; and repealing Section 2.12.260 of the Hoquiam Municipal Code.

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

SECTION 1. Section 2.12.020 of the Hoquiam Municipal Code is amended to read as follows:

2.12.020 Uniform code — Adopted.

The National Electrical Code, ~~2008~~ 2023 Edition and all amendments and other references provided in Chapter 296-46B WAC are adopted as a part of the electrical code of the city for regulating wiring, connections, fixtures, and all other electrical appliances in all buildings and structures in the city pursuant to RCW 19.28.060. One copy of the National Electrical Code, ~~2008~~ 2023 Edition, shall be maintained at City Hall for use and examination by the public.

SECTION 2. Section 2.12.060 of the Hoquiam Municipal Code is hereby repealed.

SECTION 3. Section 2.12.090 of the Hoquiam Municipal Code is amended to read as follows:

2.12.090 Inspection within twenty-four hours – Certification.

Within twenty-four hours after completion of the work specified in the permit, the person doing the work shall notify the inspector. ~~Except in cases of electrical emergencies, the inspector shall proceed to inspect the work within 48 hours, and if the work conforms to the requirements of this chapter, the inspector shall certify the work as satisfactory.~~ No electric current may be turned on to electrical equipment nor may electrical equipment be put into service until the equipment is certified.

SECTION 4. Section 2.12.095 of the Hoquiam Municipal Code is hereby repealed.

SECTION 5. Section 2.12.120 of the Hoquiam Municipal Code is hereby repealed.

SECTION 6. Section 2.12.130 of the Hoquiam Municipal Code is hereby repealed.

SECTION 7. Section 2.12.170 of the Hoquiam Municipal Code is hereby repealed.

SECTION 8. Section 2.12.260 of the Hoquiam Municipal Code is hereby repealed.

**PASSED BY THE CITY COUNCIL:
APPROVED BY THE MAYOR:**

Ben Winkelman – Mayor

ATTEST:

Corrine Schmid – Finance Director

PUBLISHED:

ORDINANCE NO. 2025 - __

AN ORDINANCE relating to Public Records, amending Section 1.24.100 to the Hoquiam Municipal Code.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Section 1.24.100 of the Hoquiam Municipal Code is amended to read as follows:

1.24.100 Reimbursement for copying costs.

(1) No fee shall be charged for the inspection of public records. Any person who requests a copy of any public record from the City shall pay to the City a copying charge. Copying charges shall be in accordance with RCW 42.56.120, as now existing or hereafter amended. The copying charges for public records which can be photocopied shall be fifteen (15) cents per page. The copying charges for public records scanned into an electronic format or for the use of city equipment to scan the public records shall be ten (10) cents per page. The city shall charge five (5) cents per each four electronic files or attachment uploaded to email, cloud-based data storage service, or other means of electronic delivery. The city shall charge ten (10) cents per gigabyte for the transmission of public records in an electronic format or the use of city equipment to send the records electronically. The copying charges for other items, including photographs, audio tape recordings, and video tape recordings shall be the actual cost of duplication. Nothing herein shall be construed to apply to charges for accident reports pursuant to RCW 46.52.085. There will be no charge if it's less than two dollars.

(2) The city shall charge requestors not exempt under RCW 42.56.240(14)(e) for the actual staff time incurred for redacting body worn and/or car camera video redaction is at a rate of \$0.61 per minute of video and/or audio recorded. The city bases the costs of redaction on studies performed by the Spokane and Seattle Police Departments. These studies were based on staff time spent reviewing and redacting video, audio, or video and audio footage for the purposes of public records requests. Due to the Washington State Public Records Act certain images, information, and audio statements are protected from release through a public record request and therefore must be redacted prior to the release of the record.

(3) The City may charge all costs directly incident to shipping public records, including but not limited to the actual cost of any digital storage media or device provided by the city, the actual cost of postage or delivery charges and the cost of any container or envelope pursuant to RCW 42.56.120(2)(b)(V).

(4) The City may, at its discretion, require the requestor to deposit a sum in an amount not to exceed 10 percent of the estimated cost of providing copies for a request. If the records are made available on a partial or installment basis, the City may charge for each part of the request as it is provided. If an installment of a records request is not paid for or reviewed within twenty (20) days after the City provides notice of availability of the installment, the City is not obligated to fulfill the balance of the request.

ADOPTED by the Mayor and City Council on September 8, 2025.

BEN WINKELMAN - MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations and dangerous buildings; adopting amendments to the “International Property Maintenance Code;” amending Section 2.22.010 of the Hoquiam Municipal Code.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1: Section 2.22.010 of the Hoquiam Municipal Code shall be amended as follows:

2.22.010 ~~Uniform code adopted.~~ Amendments to the International Property Maintenance Code.

~~The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition is incorporated by reference and adopted as the uniform code for repair, vacation, or demolition of dangerous buildings in the city.~~ The International Property Maintenance Code (IPMC), which is a part of the International Building Code, is hereby amended as follows:

- A. All references in the IPMC to “code official” are amended to read as “building official.”
- B. Section 101.2, Scope, of the IPMC, is amended to read as follows:

101.2 Scope and Purpose.

Pursuant to Chapter 35.80 of the Revised Code of Washington (RCW), which is hereby adopted by reference, the Hoquiam City Council finds that there are within the City of Hoquiam, dwellings which are unfit for human habitation and that there are buildings, structures, and premises or portions thereof which are unfit for other uses due to dilapidation, disrepair, structural defects, unpermitted and substandard construction or modification, filth and other conditions attracting insects or vermin or likely to spread disease, defects increasing the hazards of fire, accidents, other calamities, or other similar conditions and violations of various building, health and safety regulations, and/or which are vacant, unsecured, and abandoned or apparently abandoned.

Such dwellings, buildings, structures and premises are dangerous to occupants, threaten the public health, safety and welfare, attract and harbor vagrants and criminals, offend public values, lower the value of neighboring properties, contribute to neighborhood or community deterioration, and hamper community and economic development.

When the owners or other persons in possession or control of such properties are unwilling or unable to correct such conditions in a proper and timely manner, it is in the interest of the community for the City to intervene and correct, repair, or remove such buildings, structures, and conditions and to pursue all legal means to recover from such persons and/or properties the costs of doing so, including the costs of staff salaries and benefits, materials, contractors, and all other legally recoverable costs and expenses.

C. Section 105, General, of the IPMC, is amended to read as follows:

105.1 Authority of Building Official.

The Building Official is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effecuate the purposes and provisions of this Chapter. These powers shall include the following in addition to others granted in this Chapter: (a)(ii) To determine which dwellings are unfit for human habitation; (ii) to determine which buildings, structures, or premises are unfit for other use; (b) to administer oaths and affirmations, examine witnesses and receive evidence; and (c) to investigate the dwelling and other property conditions and to enter upon premises for the purpose of making examinations when the Building Official has reasonable grounds for believing they are unfit for human habitation, or for other use, PROVIDED, that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession, and to obtain an order for this purpose after submitting evidence in support of an application which is adequate to justify such an order from a court of competent jurisdiction in the event entry is denied or resisted; PROVIDED FURTHER that the Building Official may recognize and give appropriate effect to special and extenuating circumstances which, in order to do substantial justice, warrant the exercise of discretion to adjust the timeframes, standards and other provisions of this chapter. Examples of circumstances which may warrant such exercise of discretion include, without limitation, medical illness or disability affecting a property owner's ability to respond to orders or appear at hearings and bona fide insurance coverage disputes which create a definite risk that enforcement of this chapter would unfairly result in a substantial economic loss to the property owner.

105.2 Inspection and Complaint

If, after a preliminary investigation of any dwelling, building, structure, or premises, the Building Official finds that it is dangerous or unfit for human habitation or other use, he shall cause to be served either personally or by certified mail, with return receipt requested, upon all persons having any interest therein, as shown upon the records of the Grays Harbor County Auditor, and shall post in a conspicuous place on such property, a complaint stating in what respects such dwelling, building, structure, or premises is unfit for human habitation or other use. If the whereabouts of any of such persons is unknown and the same cannot be ascertained by the Building Official in the exercise of reasonable diligence, and the Building Official makes an affidavit to that effect, then the serving of such complaint or order upon such persons may be made either by personal service or by mailing a copy of the complaint and order by certified mail, postage prepaid, return receipt requested, to each such person at the address of the building involved in the proceedings, and mailing a copy of the complaint and order by first class mail to any address of each such person in the records of the Grays Harbor County Treasurer-Assessor or Auditor. Such complaint shall contain a notice that a hearing will be held before the Building Official, at a place therein fixed, not less than ten days nor more than thirty days after the serving of the complaint; and that all parties in interest shall be given the right to file an answer to the complaint, to appear in person, or otherwise, and to give testimony at the time and place in the complaint. The rules of evidence prevailing in courts of law or equity

shall not be controlling in hearings before the Building Official. A copy of such complaint shall also be filed with the Grays Harbor County Auditor and such filing of the complaint or order shall have the same force and effect as other lis pendens notices provided by law.

D. Section 107, Means of Appeal, of the IPMC, is deleted and replaced as follows:

Section 107.1

Within thirty days from the date of service upon the owner and posting of the decision issued by the Building Official the owner or any party in interest may file an appeal with the City Clerk for a hearing before the Hearing Examiner. The rules for hearings before the Hearing Examiner shall be those specified in Chapter 1.55 HMC. In addition to the provisions of Chapter 1.55 HMC, all matters under this Chapter shall be resolved by the Hearing Examiner within sixty days from the date of filing therewith and a transcript of the findings of fact of the Examiner shall be made available to the owner or other party in interest upon demand. The findings and orders of the Hearing Examiner shall be reported in the same manner and shall bear the same legal consequences as if issued by the Building Official.

Absent an injunction issued by a court of competent jurisdiction, the decision of the Hearing Examiner shall be final thirty days after issuance.

Section 107.2, Limitations of authority, is deleted.

Section 107.3, Qualifications, is deleted.

Section 107.4, Administration, is deleted.

E. Section 108, Board of Appeals, of the IPMC, is deleted.

F. Section 110.4, Failure to Comply, of the IPMC, is deleted and replaced as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of five hundred dollars (\$500.00).

G. Section 111, Unsafe Structures, of the IPMC, is replaced as follows:

111.4 Findings and Order.

A. If, after the required hearing, the Building Official determines that the dwelling is dangerous or unfit for human habitation, or building or structure or premises is unfit for other appropriate use, he/she shall state in writing his/her findings of fact in support of such determination, and shall issue and cause to be served upon the owners and parties in interest thereof, as provided in this section, and shall post in a conspicuous place on the property, an order that (i) requires the owners and parties in interest, within the time

specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises to render it fit for human habitation, or for other appropriate use, or to vacate and close the dwelling, building, structure, or premises, if such course of action is deemed proper on the basis of the standards set forth in this section; or (ii) requires the owners and parties in interest, within the time specified in the order, to remove or demolish such dwelling, building, structure, or premises, if this course of action is deemed proper on the basis of those standards. If no appeal is filed, a copy of such order shall be filed with the Grays Harbor County Auditor.

B. In ordering the required course of action to be taken by the owner to abate the unfit or dangerous structure, the Building Official may order the structure or a portion thereof demolished and not repaired under the following circumstances:

- i. The structure is patently illegal with regard to building, zoning, or other regulations.
- ii. The estimated cost to repair the structure or portion thereof is more than 50% of the value of the structure or portion thereof; or,
- iii. The estimated cost to repair the structure or portion thereof is less than 50% of the value and repairing and/or securing the structure from entry would, nevertheless, cause or allow the structure to remain a hazard or public nuisance.

The value of the structure shall be as determined by the Grays Harbor County Assessor-Treasurer. In estimating the cost of repairing the structure, the Building Official may rely upon such cost estimating publication or method the Building Official deems appropriate.

H. Section 111.10, General, of the IPMC, is amended by the addition of the following paragraph:

In enforcement of this section, the Building Official may have the structure demolished, even if the order does not require demolition, if the estimated cost to repair the structure or portion thereof is less than 50% of the value and the structure is abandoned or the owner is unresponsive, and repairing and/or securing the structure from entry would, nevertheless, cause or allow the structure to remain a hazard or public nuisance, continue a non-conforming use, or otherwise be an unreasonable use of public funds.

I. A New Section, titled Section 114, Enforcement of Order, of the IPMC, is added to read as follows:

Section 114.1, Enforcement of order, is added and reads as follows:

If the owners or parties in interest, following exhaustion of his or her rights to appeal, fails to comply with the final order to repair, alter, improve, vacate, close, remove, or demolish the dwelling, building, structure, or premises, the Building Official may direct or cause such dwelling, building, structure, or premises to be repaired, altered, improved, vacated and closed, removed, or demolished.

In the enforcement of this section, the Building Official is authorized to enter the structure and/or premises for inspection, testing, sampling, or other purposes preparatory to and in the conduct of the repairs, demolition, or other actions, to hire contractors as necessary to perform the work, and to spend public funds to complete the work.

Section 114.2, Sale or disposal of materials, is added and reads as follows:

Prior to removing or demolishing the dwelling, building, structure, or premises, the Building Official shall, if reasonably possible, attempt to sell the materials and/or contents of the dwelling, building, structure, or premises, and shall credit the proceeds of such sale against the cost of the removal or demolition and, if there be any balance remaining, it shall be paid to the parties entitled thereto, as determined by the Building Official, after deducting the costs incident thereto.

Section 114.3, Recovery of expenses, is added and reads as follows:

The amount of the cost of such repairs, alterations or improvements; or vacating and closing; or removal or demolition by the Building Official, shall be assessed against the real property upon which such cost was incurred unless such amount is previously paid. Pursuant to RCW 35.80.030(1)(h), the amount of such costs shall constitute a lien against the property of equal rank with state, county, and municipal taxes.

For purposes of this section, the cost of vacating and closing shall include (i) the amount of relocation assistance payments that a property owner has not repaid to the City of Hoquiam or other local government entity that has advanced relocation assistance payments to tenants under RCW 59.18.085; (ii) all penalties and interest that accrue as a result of the failure of the property owner to timely repay the amount of these relocation assistance payments under RCW 59.18.085; and (iii) all other reasonable expenses, including but not limited to, the costs of staff time, materials, incidentals, mailing, publishing, and recording notices. Upon certification to him, by the Building Official, of the assessment amount being due and owing, the County Assessor/Treasurer shall enter the amount of such assessment upon the tax rolls against the property for the current year and the same shall become a part of the general taxes for that year to be collected at the same time and with interest at such rates and in such manner as provided for in RCW 84.56.020 for delinquent taxes, and when collected to be deposited to the credit of the general fund of the City.

ADOPTED by the Mayor and City Council on September 8, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to building regulations; repealing Chapter 2.64 of the Hoquiam Municipal Code, abolishing the Building Code Council.

THE CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 2.64, Building Code Council, of the Hoquiam Municipal Code is hereby repealed.

ADOPTED by the Mayor and City Council on September 8, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on November 28th, 2024 to perform engineering services for City of Hoquiam ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section IV shall be replaced with the following:

Compensation for ENGINEER'S services under this agreement shall be on the basis of a 3.2 multiplier with a not-to-exceed amount of \$151,072. Expenses and subconsultants will be billed at 5% markup. HDR will bill the OWNER on a monthly time and materials basis in accordance with the fee table shown in Exhibit A-2.

Exhibit A shall be modified to include Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	CITY OF HOQUIAM ("OWNER")
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



EXHIBIT A

City of Hoquiam
Terminal 3 Utility Design
Services During Construction



Prepared by:

HDR Engineering, Inc.
905 Plum Street SE, Suite 200, Town Square 3
Olympia, Washington, 98501

September 2025

Exhibit A-1

Scope of Services

The City of Hoquiam (City) selected HDR Engineering, Inc. (HDR) to provide design and permitting services for the construction of a new sewer service and waterline for a new industrial pellet plant on a property owned by the Port of Grays Harbor near Terminal 3 (T3). This amendment is to document the services required to assist the City with services during construction (SDC). The remaining fees from the previous design contract will be moved into Tasks 101 and Task 600 for this contract. The project was bid and awarded by the City in August 2025.

Task 101 - Project Management - SDC

Objective

The purpose of this task is to monitor, control, and adjust the scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing, and management of the HDR project team including subconsultants in coordination with City staff.

HDR Services

- 1) Coordinate and manage the HDR project team.
- 2) Prepare a Construction Management Plan to clearly communicate objectives, scopes, budgets, schedule, contact information, roles and responsibilities, construction quality assurance, communications protocols, health and safety requirements including job hazard analysis (JHA) forms for field work, and guidelines to project team members.
- 3) At project initiation, HDR will conduct a quality assurance review (Project Approach and Resource Review) at project commencement to discuss technical approach, team resources, other available firm resources, and project management approach. Review will be by two (project independent) senior wastewater engineers not associated with the project.
- 4) Prepare monthly invoices and status reports describing services completed during the period, issues to be addressed, and services planned for the next period.

City Responsibilities

- 1) Prompt processing and payment of compliant invoices. The City will make one progress payment each month provided they are complete and accurate from the consultant and in the format requested by the City.

Assumptions

- 1) The project duration for Tasks 101 and 600 are for three (3) consecutive months from Notice to Proceed (NTP). NTP is assumed to be mid September 2025 to December 2025, but may be modified based upon Contractor mobilization to site on long lead items required for construction.
- 2) HDR has a reasonable right to rely on the data and documents provided by the City for use in this project.
- 3) During invoicing periods when no work is performed, HDR will not submit an invoice/status report to the City for that billing period.

Deliverables

- 1) Monthly reports and invoices (one copy with invoice).

Task 600 - Services During Construction

Objectives:

- 1) The purpose of this task is to provide assistance during the construction of the T3 Utility Design project.

HDR Services:

- 1) Conduct virtual Pre-Construction Conference – prepare and issue summary notes.
- 2) Review Contractor schedule and schedule updates.
- 3) Review Schedule of Values.
- 4) Receive, review, and respond to up to five (5) Requests for Information (RFI) provided by the City from the Contractor.
 - a) Receive, log, and distribute to appropriate reviewer.
 - b) Track responses.
 - c) Transmit responses to City.
- 5) Receive and review up to thirty (10) Submittals and ten (5) re-submittals provided by the City from the Contractor via email.
 - a) Receive, log, and distribute to appropriate reviewer.
 - b) Track responses.
 - c) Transmit submittals to Contractor.
- 6) Review up to two Change Proposal Requests from the Contractor, negotiate and issue Change Orders as approved by the City to the Contractor; prepare documentation for justification or rejection.
- 7) Review up to two Work Change Directives.
- 8) Conduct up to four (4) one hour construction progress meetings (bi-weekly) virtually with the Contractor and the City; prepare and distribute agendas and meeting summary notes.
- 9) Construction Field Observation – Provide sixteen hours (16) of staff time for field observation during construction as requested by the City. Prepare daily inspection report for each field observation.
- 10) Review up to three (3) monthly payment requests submitted by the construction Contractor.
- 11) Review Contractor provided O & M Manuals verifying the collected and assembled set(s) of Contractor supplied equipment/supplies conforms with the Contract Document requirements, accepted submittals, RFI's and Change Orders.
- 12) Substantial Completion determination:
 - a) Attend one (1) physical walk-through of the project.
 - b) Prepare punch list and monitor punch list elimination.

c) Prepare/receive closeout documentation.

13) Issue notice of Substantial Completion and Issue Final Completion.

14) Record Drawings – Prepare Record Drawings from the City and Contractor provided observation and drawings.

City Responsibilities:

- 1) Take preconstruction photos to document existing conditions.
- 2) Provide inspector for special inspections.
- 3) Coordinate construction testing and accept approved results.
- 4) Coordinate with HDR for site visits and timing for field observation.
- 5) Review and approve quantities provided by Contractor for each progress payment.
- 6) Review and approve contractor's progress payment requests reviewed and recommended by HDR.
- 7) Review and approve Work Change Directives, Change Proposal Requests and Change Orders provided by HDR.
- 8) Respond to issues as they arise.
- 9) Provide a City staff person or contract directly with a person or firm to provide full time, onsite construction observation and inspection services, as desired.
- 10) Conduct and attend bi-weekly construction meetings with the Contractor as requested.
- 11) Contract directly with construction testing firms (such as soils, pavement, etc.) required for the project and pay all associated costs.
- 12) Coordinate Materials Testing.
- 13) Provide coordination for prevailing wage documentation with Department of Labor and Industries.
- 14) Issue substantial and final completion to the Contractor.

Assumptions:

- 1) City will provide a single point of contact between HDR and the Contractor.
- 2) City is responsible for construction management, contract administration, special inspections, and daily inspection.
- 3) HDR staff shall not, as a result of observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work. HDR staff will not have any authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions, and programs incident to the Contractor's work in progress, for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. HDR shall be entitled to review all construction Contract Documents and to require that no provisions extend the duties or liabilities of HDR beyond those set forth in this Agreement.



- 4) Consultant's observation of the work performed under the construction contract shall not relieve Contractor from responsibility for performing work in accordance with applicable contract documents.
- 5) Consultant shall not be responsible for the acts or omissions of construction Contractor(s) or other parties on the project.
- 6) Observations will be performed in accordance with industry-recognized standard practices.
- 7) The virtual preconstruction conference will be a maximum of two hours in duration, including meeting notes, and include two (2) HDR staff. An additional hour is required for completion of the meeting agenda and summary notes. (Total of 5 HDR hours.)
- 8) Bi-weekly construction meetings will be virtual utilizing program similar to Teams or WebEx. A total of four (4) meetings are anticipated, the duration of each meeting will be 1-hour, with an additional hour of Project Management time for preparing the meeting agenda and meeting summary notes. The bi-weekly construction meetings will include up to two HDR Consultant Staff. (Total of 12 HDR Hours.)
- 9) A total of two (2) schedule reviews at (1) hour for review and response preparation. (Total of 2 HDR hours.)
- 10) A total of five (5) RFIs at two (2) hours per RFI for review and response preparation. (Total of 10 HDR hours.)
- 11) A total of three (3) Payment Requests at one (1) hour per request for review and recommendation to the City. (Total of 3 HDR hours.)
- 12) Ten (10) technical submittals are anticipated to be reviewed and each submittal is expected to require a maximum of three hours to process and review. Five (5) resubmittals are anticipated to be reviewed and each resubmittal is expected to require a maximum of two hours to process and review. Submittals and resubmittals are expected to be returned within three weeks of receipt. Total of ten (10) Submittals and ten (5) Resubmittals to be reviewed and processed. (Total of 40 HDR hours.)
- 13) Assume two (2) Construction Field Observation site visits attended by one HDR staff at eight (8) hours each which includes travel time. (Total of 16 HDR hours.)
- 14) Review of the Contractor supplied and assembled equipment O&M Manuals (assume two) into the Facility O&M Manual will take two (2) hours and includes a maximum of two resubmittals at one hour each. (Total of 6 HDR hours.)
- 15) HDR will review up to two (2) Change Orders, two (2) Change Proposal Requests, and (2) Work Change Directives. No full-sized drawings are expected to be required. Each Change Order, Change Proposal Request, and Work Change Directive is assumed to take two hours each for review and response. Each of will be submitted to the to the City for review and approval. The City will issue to the Contractor. (Total of 12 HDR hours.)
- 16) Training by Consultant is not required.
- 17) Review Contractor's required substantial completion submittal provided to the City and determine if the Project is ready for substantial completion inspection. HDR will prepare both substantial and final determination letters to the City. (Total of 4 hours.)
- 18) Contractor will maintain a set of drawings on-site to document (red-line) changes to work to be submitted for creation of Record drawings. As-constructed records from the Contractor will provided to HDR. HDR will prepare Record Drawings showing only the



information provided by the Contractor and/or City and will not be responsible for the content or accuracy of the Record Drawings other than the information provided. Record Drawings will not be stamped or sealed by HDR or Subconsultants. (12 hours of CAD time and 4 hours of Engineering Review time). (Total of 16 HDR hours.)

Deliverables:

- 1) Preconstruction meeting agenda and summary notes. (pdf)
- 2) Up to 5 RFI responses. (pdf, via email)
- 3) Up to 10 Submittal reviews, 5 re-submittals. (pdf, via email).
- 4) Supporting documentation for up to 2 change orders, 2 change proposal requests, and 2 work change directives. (pdf, via email)
- 5) Up to 4 bi-weekly construction progress meeting agenda and summary notes. (pdf, via email)
- 6) Site Visit Inspection Daily Reports. (pdf, via email)
- 7) Recommend up to 3 monthly progress payment requests from the Contractor. (pdf, via email)
- 8) Substantial and Final Completion determination letters sent to the City to issue to the Contractor. (one PDF each, via email).
- 9) Record Drawings (pdf, via email).

Exhibit A-2

Compensation

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. The following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task #	Task Name	Fee
101	Project Management - SDC	\$6,371.00
600	Services During Construction	\$27,701.00
	Total	\$34,072.00

Notes:

- (1) Expenses are included in the estimated task costs, and may include mileage, reproduction, lodging, meals, phone, and postage.

DRAFT MEMORANDUM OF UNDERSTANDING

City of Hoquiam Local/Tribal Agency	Hoquiam Active Transportation Plan Development Project Title
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This Memorandum of Understanding is entered into between the Washington State Department of Transportation (STATE) and the above-named local/tribal agency City of Hoquiam.

The CITY OF HOQUIAM and WSDOT Active Transportation Division (ATD) have agreed that the above-named Planning project (Project) be funded through the Active Transportation Assistance Program (ATAP) Consultant program and coordinated with WSDOT ATD staff.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The CITY OF HOQUIAM agrees to participate in this effort to plan and develop an active transportation plan to support the needs of the residents of City of Hoquiam, WA utilizing the guidance provided by STATE and identifying projects that would be eligible for WSDOT Pedestrian-Bicyclist and Safe Routes to School funding programs, and supported in part by consultant services managed by the STATE.
2. The STATE and the CITY OF HOQUIAM have designated the following lead contacts as shown below:

CITY OF HOQUIAM:	WSDOT ATD:
Name: Brian Shay Agency: City of Hoquiam Address: 609 8 th St, Hoquiam, WA 98550 Phone #: (360) 538-3983 Email: bshay@cityofhoquiam.com	Name: Chris Hawkins Agency: WSDOT Address: 310 Maple Park Ave SE, Olympia, WA 98501 Phone #: (360) 705-7385 Email: chris.hawkins@wsdot.wa.gov

The CITY OF HOQUIAM representative is the full-time employee that is in responsible for the Project. All submittals outlined herein, either from WSDOT ATD or the CITY OF HOQUIAM, will be sent through the designated representatives shown above.

3. The CITY OF HOQUIAM shall participate in Workforce Development as follows:

Participate in WSDOT-offered trainings and workshops to increase understanding of active transportation planning, project development/design, safety, and effective treatments

- Other active transportation planning and plan development-related training
- Optional: host WSDOT-presented workshop on a particular topic of interest to agency related to active transportation.

4. The CITY OF HOQUIAM shall participate in Plan Scoping as follows:

With WSDOT ATAP Consultant document, in the form of a technical memorandum, plan scoping both in terms of addressing equity and safety needs, and connectivity and mobility for people walking, bicycling or rolling in lightly powered ways, demonstrating robust community engagement throughout the process – by **November 30, 2025**. Includes:

- Existing Conditions – at minimum, reviewing safety data related to walking and bicycling; traffic data; demographics/equity/areas of greater vulnerable road user presence; research/consultation of any relevant policies of the agency or region; desired destinations for the community; community perspectives/engagement
- Analysis - processing data about active transportation network safety and connectivity, including mobility, access and other dimensions of vulnerable road user experience and level of service for pedestrian and bicycle transportation
- Planned goals and policies for active transportation – performance indicators / level of service and preferred network for these modes, identification of improvement needs and possible projects, and criteria for prioritizing
- Project List/Implementation – prioritized list of projects, planning-level cost estimates, and possible funding sources
- Maintenance and Operations – including monitoring and how plan will be adopted/public process and outreach

5. The CITY OF HOQUIAM shall participate in active transportation Plan Development as follows:

With WSDOT ATAP Consultant, complete City of Hoquiam's active transportation plan, including community engagement and the steps of planning scope and components noted above, and this deliverable, by **May 2026**:

City-wide active transportation plan, that expresses vision, goals and policies for active transportation development, identifies pedestrian and bicycle facility needs and shows the preferred active transportation network to address those needs, and includes a prioritized list of projects intended to improve safety and mobility for pedestrian and bicyclist transportation across and within the City, ready for adoption by the City's legislative authority.

Document progress in developing the active transportation plan with each report filed by the AT Assistance Program Consultant.

6. Any changes to the terms of this Memorandum of Understanding shall be in writing by the parties.

7. Project reports are required. CITY OF HOQUIAM shall provide information about its participation in the aforementioned components of this Project as part of ATAP Consultant reporting.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the parties' date signed last below.

CITY OF HOQUIAM

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Brian Shay, City Administrator

By: _____
Active Transportation Division Director

Date: _____

Date: _____

Notes:

The MOU is to be signed by the usual authorized signatory for the city. Check with the City of Hoquiam on which title is appropriate.