



CITY COUNCIL AGENDA

April 28, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **COMMUNICATION** - Big Brothers Big Sisters
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. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, April 28, 2025, at 10:00 AM. Written comments 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 April 14, 2025
 - b. Claims & Payroll
5. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 - b. **OFFICERS REPORTS**
 1. Police Body Worn Cameras
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
6. **LEGAL BUSINESS**
 - a. **OTHER LEGAL**
 1. Grays Harbor Transit – Yard Sweeping
 2. Richard Brooks – Property Lease
 - b. **ORDINANCES**
 - c. **RESOLUTIONS**
7. **EXECUTIVE SESSION** (Per RCW 42.30.110)
 - a. Real Estate – Setting a Minimum Price
8. **OLD BUSINESS**
9. **NEW BUSINESS**
10. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, April 28, 2025, at 10:00 AM. Written comments will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
11. **ADJOURN**

Regulatory at 6:15 PM in the Mayor's Office – attendance is in person only.

Council Meeting at 7:00 PM – attendance in person or remote live stream – this meeting will be live streaming at <https://us02web.zoom.us/j/82487186433>.



CITY OF HOQUIAM

April 14, 2025

City Council Meeting Minutes

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Councilmember Puvogel led the flag salute.

ROLL CALL

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

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 Brooks moved to accept the agenda. Councilmember Pauley supported. Passed by voice vote.

PROCLAMATION

Arbor Day – April 25, 2025

Mayor Winkelman recognized April 25, 2025, as Arbor Day and April 2025 as Arbor Month. Mayor Winkelman read a Proclamation in Honor of Arbor Day/Month.

COMMUNICATION

MyTOWN Coalition

Priya Lindeen spoke on the topic of MyTOWN Coalition and what they do for the community.

Port of Grays Harbor

Kayla Dunlap spoke about the upcoming projects coming to the port.

PUBLIC COMMENT

Chris Gunderson
505 Gunderson St.

Chris spoke on the Revitalization Task Force as a citizen.

CONSENT AGENDA

Council Minutes of March 24, 2025

Councilmember Brooks moved to approve Council Minutes of March 24, 2025. His motion was seconded by Councilmember Nelson and passed by voice vote.

COUNCIL

ACTION/DISCUSSION



CITY OF HOQUIAM

April 14, 2025

City Council Meeting Minutes

Committee Reports

Lodging Tax Advisory
Committee
Recommendation

Councilmember Thornton approved the recommendation which was then seconded by Councilmember Brooks. Councilmember Puvogel opened the discussion. The report was approved by voice vote.

Revitalization Task Force
Recommendation

Councilmember Brooks approved the recommendation which was then seconded by Councilmember Nelson. Councilmember Pauley opened the discussion. The report was approved by voice vote.

Officers Reports

Barry Property Purchase –
North Shore Levee West

Staff recommends that the Council authorize the purchase of the Barry Property.

Councilmember Puvogel moved to approve this purchase. His motion was seconded by Councilmember Pauley. Councilmember Larsen open the discussion. The purchase was passed by voice vote.

Mayors Reports

Levee Project

This is a critical project for citizens and businesses.

Emmert Properties

Purchases are finalized and projects are getting done.

Aberdeen High School

Emmert supported an anti-drug presentation at the Aberdeen High School and is now working on getting that presentation at the Hoquiam High School.

Received a Card

Read a card aloud pertaining to a citizen being concerned with the actions of the Moore Wright Group.

YMCA

Community Dreams come true April 16th, 2025, at 5:30pm

Historical Hoquiam

Historical Hoquiam Memorial is April 26th, 2025, from 11am-4pm

Coffee With a Council

Reminder to not have a quorum, no more than 6 councilmembers.



CITY OF HOQUIAM

April 14, 2025

City Council Meeting Minutes

Council Reports

Councilmember Brooks

The Council retreat will be scheduled in July or August of this year. Need ideas for local establishments.

Councilmember Larsen

Commended the Revitalization Task Force.

Councilmember Puvogel

Spoke on the North Shore Levee Project “Lets get this done”.

LEGAL BUSINESS

Ordinances

Feathered Flags

An Ordinance relating to zoning and sign regulation and specifically the regulation of “feather flag” signs. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.

Resolutions

Ambulance Surplus –
Selling to Cosmopolis

A resolution declaring certain personal property owned by the city to be surplus items pursuant to Hoquiam Municipal Code Sections 1.64.005, 1.64.010, and 1.64.020.

Councilmember Puvogel moved to adopt the resolution and his motion was seconded by Councilmember Pauley. Councilmember Hinchey opened the discussion. Resolution was adopted by voice vote.

Other Legal

RCO – Community Forest
Grant Agreement

Brian Shay spoke on the agreement as the packet came in late. Councilmember Puvogel moved to approve this agreement, and his motion was seconded by Councilmember Brooks. Councilmember Puvogel opened the discussion. The agreement was passed by voice vote.

DNR – Interlocal Agreement
– Community Forest Project

Councilmember Puvogel moved to approve this agreement and his motion was seconded by Councilmember Anderson. Brian Shay opened the discussion. The agreement was passed by voice vote.



CITY OF HOQUIAM

April 14, 2025

City Council Meeting Minutes

1st Amendment to the 2024
Grays Harbor County
MOUD Agreement

Councilmember Brooks moved to approve this agreement and his motion was seconded by Councilmember Puvogel. Councilmember Hinchon opened the discussion. The agreement was passed by voice vote.

OLD BUSINESS

Re-Zoning

Councilmember Reid asked Brian Shay about the bid for Re-Zoning with HBL. Brian Shay has not received a response to the email he sent. Councilmember Reid motioned that staff put out a bid for Re-Zoning. This motion was seconded and passed by voice vote.

NEW BUSINESS

Councilmember Absences

Councilmember Puvogel moved to excuse the absence of Councilmember Carlstrom and Councilmember Smith. Councilmember Anderson seconded and passed by voice vote.

Second Public Comment

Councilmember motioned to move Second Public Comment to before Executive Session his motion was approved by Councilmember Brooks and was passed by voice vote.

SECOND PUBLIC COMMENT

No Second Public Comment was presented.

EXECUTIVE SESSION

Lease – Setting a Minimum
Price

Councilmember Puvogel moved to excuse Councilmember Brooks from Executive session. This motion was seconded and passed by voice vote. Councilmember Puvogel moved to have a 3-minute recess before the Executive Session starts at 8:30pm. Supported and passed by voice vote. Will reconvene at 8:50 p.m.

Executive Session started at 8:31pm

The council came back to order in Regular Session at 8:49pm.



CITY OF HOQUIAM

April 14, 2025

City Council Meeting Minutes

ADJOURN

Councilmember Puvogel moved to adjourn the meeting at 8:50 p.m. and his motion was seconded by Councilmember Pauley and passed by voice vote.

BEN WINKELMAN – Mayor

KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

Date: April 28, 2025

To the Honorable Mayor and City Council of the City of Hoquiam

We hereby recommend approval of the following:

Claims Check Numbers	<u>105189</u>	through	<u>105400</u>	<u>\$2,653,969.02</u>
Claims Auto Pays & EFTs	<u>769</u>	through	<u>773</u>	<u>\$28,455.63</u>
Payroll Check Numbers	<u>31098</u>	through	<u>31122</u>	<u>\$222,021.42</u>
Payroll Payments via ACH				<u>\$554,115.12</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension - February				<u>\$297,861.48</u>

Payroll and benefits for the hours worked in April be approved and issued at the proper time.



HOQUIAM POLICE DEPARTMENT

215 Tenth Street, Hoquiam Washington 98550

Joe Strong, Chief of Police

April 21st, 2025

OFFICER'S REPORT

Purchase of Body Worn Cameras

Since 2021, during Washington State's police reform legislation, the Washington Association of Sheriff's and Police Chiefs (WASPC) has considered the use of Body-Worn Cameras (BWC) to be best operating practices of law enforcement. BWC's have shown to be effective tools in civil and criminal courts across the country, with the ability to put any trier of fact in the position of the officer. In short, BWC's enhance transparency and accountability in law enforcement by providing an objective record of interactions between officers and the public. They can also help to reduce incidents of misconduct, increase public trust, and improve community relations.

In the beginning of 2025, the police department sought, and received a state grant for \$28,549.20 for the implantation of a BWC program through WASPC.

The police department sent out a Request for Proposal (RFP) to BWC companies and tested demo units. On April 15th, 2025, after the bids were received, GETAC (Through Brite), provided the lowest bid. GETAC is a reputable company that law enforcement nationwide relies on for their BWC needs are proven reliable.

The cost of ten (10) BWC's with the necessary hardware and software is \$44,402.00 before tax. After the 8.9% sales tax is applied would bring the total cost to \$48,353.79. These units would be rotated between Officers and Police Service Officers while on duty.

REQUESTED ACTION ITEMS:

The police department is requesting to use the \$28,235.20 in grant funds, supplemented by \$20,078.59 of drug funds to purchase ten BWCs with a five year contract.

Respectfully,

JOE STRONG, Chief of Police





HOQUIAM POLICE DEPARTMENT

215 Tenth Street, Hoquiam Washington 98550

Joe Strong, Chief of Police

TO: Chief Strong

DATE: 04/15/25

FROM: Lieutenant Dayton

SUBJECT: Recommendation for Body-Worn Camera Vendor Selection

After a comprehensive review of the RFPs submitted for the city's body-worn camera (BWC) program, I recommend awarding the contract to **Brite (Getac)**.

Primary Recommendation: Brite (Getac) \$44,402 without tax 48,353.79 at 8.9% sales tax

- **Durability & Quality:** Equipment is rugged and delivers excellent recording quality.
- **Customer Service:** Responsive and reliable support from their representatives.
- **Cost Efficiency:** No per-user fees, making it more cost-effective in the long term.
-

Secondary Recommendation: Motorola \$50,178.94 with tax

- **System Compatibility:** Platform is similar to Brite (Getac) and aligns with existing systems.
- **Evidence Vault Integration:** Already integrated with Spillman, which would ensure a seamless transition.
- **Cost:** Approximately \$6,000 more than Brite (Getac).

Other Vendors Reviewed:

- **Axon**
 - **Cost:** \$55,350 with tax over 6 years.
 - **Pricing Model:** Per-user fees and an à la carte structure with added costs for minor features.
 - **Customer Service Concerns:** History of unresponsiveness, including failure to provide a trial when requested.
- **LensLock**
 - **Base Cost:** \$56,459.20 with tax for 10 users.
 - **Additional Users Needed:** 15 users at \$999 each, increasing the total by nearly \$15,000.
 - **Per-user Pricing:** Similar concerns as with Axon.
- **VersaTerm**
 - **Model:** No traditional BWC system. Requires purchase of Android-specific smartphones and use of an app to access their cloud service.
 - **Cost:** \$9365.40 for 1 year
 -

Emergency Dial 911 · Office (360) 532-0892 · Fax (360) 532-0899 · www.cityofhoquiam.com



Washington State Accredited Law Enforcement Agency

- **Utility**

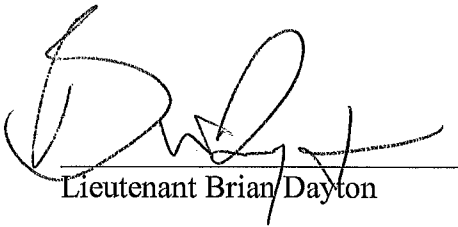
- **Technology:** Cellular-based system with docking capabilities.
- **Limitations:** Designed for integration into the patrol uniform, which is incompatible with our intended pool-style camera usage.
- **Cost:** \$49,090 with tax for 5 years.

- **Pro-Vision**

- **Process Violation:** Proposal was submitted directly to me instead of through Finance, which does not comply with the city's RFP process and therefore cannot be considered.

Conclusion:

Brite (Getac) presents the best overall value in terms of cost, performance, customer support, and ease of implementation. I respectfully recommend we proceed with Brite as the selected vendor.



Lieutenant Brian Dayton





GRAYS HARBOR TRANSIT

Administration Office

343 West Wishkah Street
Aberdeen, WA 98520
Phone: (360) 532-2770 Fax: (360) 660-3269

Maintenance & Operations Office

705 30th Street
Hoquiam, WA 98550
Phone: (360) 532-2770 Fax: (360) 532-2784

Website www.ghtransit.com

Email: info@ghtransit.com

Resolution No. XXXX – EXHIBIT A

INTERLOCAL AGREEMENT

FOR STREET SWEEPING SERVICES WITH THE CITY OF HOQUIAM

THIS INTERLOCAL AGREEMENT is made and entered into this Click or tap here to enter text.day of Click or tap here to enter text., 2025 by and between Grays Harbor Transportation Authority (GHTA) and City of Hoquiam, 609 8th Street Hoquiam WA 98550; individually “Party” and collectively “Parties.”

WITNESSETH

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) authorizes public agencies to contract with other public agencies via interlocal agreements that enable government cooperation to perform governmental activities and deliver public services.

NOW, THEREFORE, it is hereby agreed by and between the Parties hereto as follows:

1. The parties agree to collaborate on lot sweeping services to maintain cleanliness and compliance with local regulations.

City of Hoquiam

- Provide necessary equipment and personnel for lot sweeping operations at 705 30th Street and 406 7th Street.
- Establish and communicate the scheduling of lot sweeping services with Transit monthly working within weather and time constraints.
- Maintain records of completed services and report them to Transit for billing.

Grays Harbor Transportation Authority

- Identify and designate the lots requiring sweeping services.
- Coordinate with Hoquiam on scheduling and access to designated lots monthly working within weather and time constraints.
- Provide funding for Hoquiam by reimbursing the cost incurred for employee time and equipment usage not to exceed 3 hours per sweeping.
- Monitor and evaluate the effectiveness of the lot sweeping services.

2. No separate legal or administrative entity is intended to be created by this Agreement. The administration of the terms of this Agreement shall be jointly and cooperatively undertaken by the Parties hereto.

3. Each Party shall be responsible for its own acts and omissions and agrees to indemnify, defend, and hold harmless the other Party from claims arising out of its performance under this Agreement.
4. The permission herein granted shall be for a five (5)-year term starting with the Agreement execution date and subject to cancellation by any Party to this agreement upon sixty (60) days or more written notice given to the other Parties.
5. At the end of the five (5)-year term upon written agreement between the Parties.

IN WITNESS WHEREOF, this Agreement is hereby executed by the Parties hereto on the date appearing above their signatures.

On behalf of Grays Harbor Transportation Authority

On behalf of City of Hoquiam, WA

Vickie R. Raines 09/04/2025
Signature Date
Vickie Raines
Board Chairperson

Signature Date
Name
Title

Ken Mehin 09/04/2025
Ken Mehin (Apr 9, 2025 12:52 PDT)
Signature Date
Ken Mehin
General Manager

Signature Date
Name
Title










Hoquiam sweeping

Final Audit Report

2025-04-09

Created:	2025-04-09
By:	Kathleen Dawson (kdawson@ghtransit.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACeIUv2vPILnuNsrZosv7S7DXZfOK4RTE

"Hoquiam sweeping" History

-  Document created by Kathleen Dawson (kdawson@ghtransit.com)
2025-04-09 - 7:48:21 PM GMT
-  Document emailed to Vickie Raines (vraines@graysharbor.us) for signature
2025-04-09 - 7:48:25 PM GMT
-  Document emailed to Ken Mehin (kmehin@ghtransit.com) for signature
2025-04-09 - 7:48:25 PM GMT
-  Email viewed by Vickie Raines (vraines@graysharbor.us)
2025-04-09 - 7:49:20 PM GMT
-  Signer Vickie Raines (vraines@graysharbor.us) entered name at signing as Vickie L. Raines
2025-04-09 - 7:51:02 PM GMT
-  Document e-signed by Vickie L. Raines (vraines@graysharbor.us)
Signature Date: 2025-04-09 - 7:51:04 PM GMT - Time Source: server
-  Email viewed by Ken Mehin (kmehin@ghtransit.com)
2025-04-09 - 7:51:52 PM GMT
-  Document e-signed by Ken Mehin (kmehin@ghtransit.com)
Signature Date: 2025-04-09 - 7:52:10 PM GMT - Time Source: server
-  Agreement completed.
2025-04-09 - 7:52:10 PM GMT



THE CITY OF HOQUIAM
COMMERCIAL LEASE AGREEMENT
[1948 Riverside Drive, Hoquiam, WA 98550]

THIS COMMERCIAL LEASE AGREEMENT (“Lease”) is made and effective this 28th day of April, 2025, by and between THE CITY OF HOQUIAM (“Landlord”) and Richard Brooks, doing business as Behavioral Healthcare, (“Tenant”).

Landlord is the owner of land and improvements commonly known and numbered as 403 7th Street Hoquiam, WA 98550, which is the site of a commercial building with three separate lease spaces”), and legally described as follows:

Hoquiam Corner, Northwesterly 100 feet of Lot 1, Northeasterly 10.25 feet of Northwesterly 100 feet and Southeasterly 8 feet of Lot 2 Block 48, in Hoquiam, Washington. The parcel is also identified by Grays Harbor Assessor’s Parcel number 051804800101.

Landlord desires to lease a portion of the above described premises, consisting of the most southern lease space facing 7th Street, previously occupied by Hoquiam Vision Clinic, as described in and set forth in the attachment hereto, labeled “Exhibit A,” and incorporated herein by reference, which shall be designated the “Leased Premises,” and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental, and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, it is agreed as follows:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant leases the same from Landlord, beginning immediately for a period of two (2) years commencing May 1, 2025 and ending April 30, 2027. At the end of the lease, the Lessee may request a new lease or extension from the City.

2. Rental.

On the date of signing of the Lease Agreement, Tenant’s shall make a security deposit to the City of \$1,500. Monthly rent of \$1500, plus leasehold excise tax is due by the first working day of each month.

Tenant’s use of the Leased Premises is to be solely for the operation of professional counseling services, and for no other purpose without the written consent of Landlord.

3. Acceptance of Premises.

Tenant accepts the Leased Premises in their present condition and agrees that it will not demand that Landlord make any improvements thereon or maintenance thereof, other than as

specifically agreed to herein. It shall be the duty of Tenant to maintain the Leased Premises ADA compliant.

4. Sublease/Assignment.

Tenant shall not assign this Lease or sublet the Leased Premises, or any part or portion thereof, without the prior written consent of the Landlord, which consent may be subject to terms and conditions as Landlord, in its sole discretion, considers necessary in order to protect its interests; provided however, that no assignment of this Lease, whether by act of Tenant or by operation of Law, and no sublease of the Leased Premises, or any part thereof, by or from Tenant, shall relieve or release Tenant from any of its obligations hereunder. Tenant shall not without Landlord's prior written consent, assign this Lease to a corporation or other business entity with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, to a purchaser of any portion of Tenant's assets, or to any other party associated with or acting in partnership with Tenant. Tenant agrees to operate Tenant's business and identify Tenant to the public under the name of Behavioral Healthcare and under no other name without the prior written consent of Landlord, which Landlord may give or withhold in Landlord's sole or absolute discretion. Any attempt to operate Tenant's business under any other name will be construed as an assignment or sublease thereby providing Landlord with the option to terminate this lease and exercise any and all rights arising from such assignment or sublease, whether under this lease or by law.

5. Holding Over

If the Tenant shall, with the consent of Landlord, hold over after the expiration or sooner termination of the term of this Lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Tenant shall pay to Landlord the same rate of rental as set forth herein, unless a different rate shall be established, and shall be bound by all of the additional provisions of this Lease insofar as they may be pertinent.

6. Redelivery of Rental Premises

Tenant shall, at the expiration of this Lease, peacefully deliver possession of the Leased Premises to Landlord in as good a condition as when received. It is understood that in the event that the Tenant shall leave any material or equipment on the premises, the Owner shall have the right to sell such collateral material for whatever price the Owner can obtain and shall be entitled to retain sufficient proceeds from such sale to cover all of the Owner's expenses incurred in such sale, plus any other outstanding charges by Owner against the Tenant.

7. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, plumbing, electrical, lighting and other parts of the Leased Premises damaged or worn through normal occupancy.

8. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's written consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part

of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. This does not include plumbing pipes and fixtures, or electrical installations and wiring. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair all damage to the Leased Premises caused by such removal at Tenant's expense.

9. Leasehold Excise Tax.

Tenant shall pay in addition to the monthly rental payment the amount due and owing to the State Department of Revenue for Leasehold Excise Tax pursuant to RCW 82.29A, and Hoquiam Municipal Code Chapter 4.96. For a lease of \$1500 per month, the leasehold excise tax totals \$192.60 bringing to total monthly payment to \$1692.60.

10. Insurance.

A. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Tenant shall be responsible, at its own expense, for maintaining its own fire and extended coverage insurance on the Leased Premises. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to Tenant's activities on the Leased Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance.

D. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with sections B and C of this paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration.

11. Indemnity

Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Leased Premises resulting from the use, misuse, occupancy, possession, or unoccupancy of the Leased Premises by Tenant, its agents, employees, licensees, invitees or guests. Except where any loss, cost, injury or damage is the result of Landlord's sole fault or negligence, Landlord shall not have any liability for any loss, cost, injury or damage to the Premises, to Tenant or Tenant's employees, agents, licensees, invitees or guests

or to any property of such persons. Except as set forth in the Section 12, Landlord shall not be responsible or liable for loss or damage to the contents of any improvements on the Premises, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

12. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord.

13. Signage.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premise. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

14. Entry.

Landlord and its agents or assigns, shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord and its agents or assigns shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

15. Parking.

Landlord reserves the right to designate parking areas within the Leased Premises or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

16. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the responsibility to repair or replace the damaged Leased Premises or any part thereof or any appurtenance thereto so as to render the Leased Premises usable for Tenant's purposes. Tenant shall promptly repair such damage at the cost of the Tenant or Tenant's Insurers. Tenant shall not be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes.

17. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for five (5) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for ten (10) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare

the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

18. Insolvency

If Tenant commences a proceeding under any Chapter of the Federal Bankruptcy Act, or is adjudicated bankrupt or insolvent or makes any assignment for the benefit of creditors or if a receiver be appointed for it, or in the event of any judicial sale of Tenant's interest under this Lease, Landlord shall have the right to declare this Lease in default

19. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

20. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
Brian Shay, City Administrator
City of Hoquiam
609 – 8th Street
Hoquiam, WA 98550

If to Tenant to:
Richard Brooks, Owner
306 Semler Court
Hoquiam, WA 98550

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or

Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

24. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. Time of the Essence.

Time is of the essence in the performance and observance of each and every term, covenant and condition of this Lease by both Landlord and Tenant.

26. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un-reimbursed balance plus accrued interest to Tenant on demand.

27. Compliance with Law.

A. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

B. The invalidity or unenforceability of any particular provision of this lease shall not affect the other provisions hereof and this lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

28. Attorney Fees.

In the event either party shall be required to bring any action to enforce any of the provisions of this Lease, or shall be required to defend any action brought by the other with respect to this Lease, the prevailing party in such action shall be entitled to reasonable attorney's fees, in addition to costs and necessary disbursements. "Action" shall include an arbitration proceeding. Any action brought to enforce any provisions of this lease shall be governed by Washington State law and be brought in Grays Harbor County.

GIVEN under my hand and official seal this _____ day of _____, 2025.

NOTARY PUBLIC in and for the
State of Washington residing at _____