



CITY COUNCIL AGENDA

April 14, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PROCLAMATION** – Arbor Day – April 25, 2025
3. **COMMUNICATION** –
 - a. My Town Coalition
 - b. Port of Grays Harbor
4. **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 14, 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.*
5. **CONSENT AGENDA**
 - a. Council Minutes of March 24, 2025
6. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Lodging Tax Advisory Committee Recommendation
 2. Revitalization Task Force Recommendation
 - b. **OFFICERS REPORTS**
 1. Barry Property Purchase – North Shore Levee West
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
7. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. Feathered Flags
 - b. **RESOLUTIONS**
 1. Ambulance Surplus – Selling to Cosmopolis
 - c. **OTHER LEGAL**
 1. RCO – Community Forest Grant Agreement
 2. DNR – Interlocal Agreement – Community Forest Project
 3. 1st Amendment to the 2024 Grays Harbor County MOUD Agreement
8. **OLD BUSINESS**
9. **NEW BUSINESS**
10. **EXECUTIVE SESSION** (Per RCW 42.30.110)
 - a. Lease – Setting a Minimum Price
11. **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 14, 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.*
12. **ADJOURN**

Public Safety Meeting at 6:00 PM – attendance 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 April 25, 2025 as “Arbor Day” and April, 2025 as “Arbor Month,” in the City of Hoquiam, Washington.

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, in the last ten years, the City of Hoquiam has planted over 850 trees in the City; and

WHEREAS, on April 25, 2025, the City of Hoquiam will plant two trees at Sunset Memorial Park and Cemetery;

NOW, THEREFORE, I, Ben Winkelman, Mayor of the City of Hoquiam do hereby proclaim April 25, 2025 as

ARBOR DAY

and April, 2025, as

ARBOR MONTH

in the City of Hoquiam, and I urge all citizens to join me in this special observance and to support efforts to protect our trees and woodlands and to plant trees to gladden the heart and promote the well-being of this and future generations.

Signed this _____ day of April, 2025.

Ben Winkelman – Mayor



CITY OF HOQUIAM
March 24, 2025
City Council Meeting Minutes

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. Councilmember Brooks 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, Smith and Thornton. Absent from Council Meeting was Councilmember Carlstrom.

Staff in attendance were Police Chief Joe Strong, 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

Mayor Winkelman recognized HHS State Wrestling Champion Oliver Bryson and read a Proclamation in his honor.

COMMUNICATION

Grays Harbor Conservation District

Kelsey Hunter spoke on the Adopt A Drain Program. This program brings the community together to help keep our drains clean.

Mountain Bike Trail Park

Buck Giles spoke on the benefits of building Mountain Bike Trails within our community.

PUBLIC COMMENT

None presented.

CONSENT AGENDA

Council Minutes of March 10, 2025

Councilmember Brooks moved to approve Council Minutes of March 10, 2025. His motion was seconded by Councilmember Nelson and passed by voice vote.

Claims & Payroll

Councilmember Brooks moved to approve the Claims & Payroll. His motion was seconded by Councilmember Nelson and passed by voice vote.

Renewal Ambulance Billing Agreement – Systems Design West

Councilmember Brooks moved to approve the renewal of the Ambulance Billing Agreement with Systems Design West. His motion was seconded by Councilmember Nelson and passed by voice vote.



CITY OF HOQUIAM
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Renewal Forestry Contract
– Kurt Estes

Councilmember Brooks moved to approve the renewal of the Forestry Contract with Kurt Estes. His motion was seconded by Councilmember Nelson and passed by voice vote.

**COUNCIL
ACTION/DISCUSSION**

Committee Reports

Revitalization Taskforce

Councilmember Larsen moved to accept the recommendations given by the Revitalization taskforce. Councilmember Brooks seconded. Passed by voice vote.

Officers Reports

Timber Sales – 2025-1 and
2025-2

Staff recommended that the Council award Chehalis Valley Timber with both of the 2025 timber sales.

Councilmember Nelson moved to accept the bids of Chehalis Valley Timber. His motion was seconded by Councilmember Pauley. Passed by voice vote.

Mayors Reports

Local Emergency

Thank you to those who helped in the local emergency involving Public Works Employee Stephen Beeman, Police Officers, EMT, and 911 Communications, in which a citizen's life was saved.

Mayor's Round Table

Join us 3/25/25 at the Log Pavilion for the Mayors Round Table. Greater Grays Harbor is selling the tickets.

Levee Projects

Funding comes from FEMA, as of today funding is not compromised. West Levee is moving on time.

Hoquiam City Wide Garage
Sale

Hoquiam City Wide Garage Sale is going to be on June 13-15, 2025.

Council Reports

Councilmember Pauley

The Council of Government Meeting – Both bridges in Aberdeen are getting extensive work done. Expect project to take 2 years.

LEGAL BUSINESS

Ordinances

None Presented.



CITY OF HOQUIAM
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City Council Meeting Minutes

Resolutions	None Presented.
Other Legal	None Presented.
OLD BUSINESS	
Feather Flags	Councilmember Puvogel moved to modify the Planning Commission recommendation – Strike “Allow for 90 days”, Strike “Sign application required”, Strike “Can not be located in school zones”, and Strike “Limit 1 sign except for outlying areas up to 2”. Seconded by Councilmember Anderson. Passed by voice vote.
NEW BUSINESS	
Councilmember Absences	Councilmember Puvogel moved to excuse the absence of Councilmember Carlstrom. Seconded and passed by voice vote.
Public Safety Meeting	Councilmember Reid moved to schedule a Public Safety Committee Meeting on April 14 th at 6pm in the Council Chambers.
Mountain Bike Trails	Councilmember Gillis made a motion to adopt a plan to allow use of public property in the Mountain Bike Trails proposal presented by Buck Giles. Motion seconded. Discussion to follow. Passed by voice vote.
Delta Park	Councilmember Smith spoke on the topic of the trees potentially being removed at Delta Park for parking.
EXECUTIVE SESSION	No Executive Session held.
ADJOURN	Councilmember Brooks moved to adjourn the meeting at 8:24 p.m. and his motion was seconded by Councilmember Smit and passed by voice vote.
	<hr/> BEN WINKELMAN – Mayor



CITY OF HOQUIAM
March 24, 2025
City Council Meeting Minutes

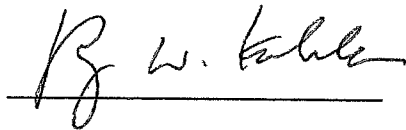
	<hr/> <p>KAYLA NIELSEN – City Council Secretary</p>
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2025 LTAC Funding Meeting – Monday March 24, 2025

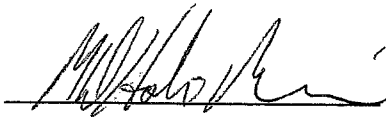
Total Funds Available \$15,000

<u>Applicants</u>	<u>Amount Requested</u>	<u>Amount Recommended</u>
7 th St Theatre	\$3,000-\$3,500	\$3,500
PAWS of GH	\$2,500	\$0
Pushrods of Hoquiam	\$3,000	\$3,000
Hoquiam Loggers' Playday Inc	\$3,500	\$3,500
Lady Grizzlies Fastpitch	\$1,000	\$1,000
GH Shorebird & Nature Festival	\$5,000	\$4,000
Hoquiam Beautification Team	\$5,000	\$0
Totals	\$23,000-\$23,500	\$15,000

The LTAC Committee recommends that the council approve the recommended funding requests as listed for 2025.



Ray Kahler



Hoki Moir

Dear City of Hoquiam,

Please accept this letter as a formal letter of recommendation by the Revitalization Task-force on this **9th** day of **April** of 2025.

We recommend the following:

- Council decides on a hired consultant regarding re-zoning for the comprehensive plan in order to further progress for comprehensive plan, as we believe timely re-zoning is vital to the revitalization plans adopted by the city
- City considers purchases of any additional Emmert properties as outlined in original revitalization plan, as they are potentially subject to private purchase and sale and may be detrimental to revitalization
- City reaches out to owner of property that used to have Res Com in it and the old high school property located at Simpson & Emerson for possibility of incorporation into revitalization or waterfront development plan
- City continue to inquire regarding lodging tax and investigate recruitment and location of large lodging units/hotel

Signed by the attendees: Greg Larsen, Richard Brooks, Rob Gillis, Buck Giles, and Chris Gunderson



**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: March 24, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: *BS* Brian Shay, City Administrator
SUBJECT: North Shore Levee West Property Purchase – Maria Berry

The City of Hoquiam has been in negotiations to purchase a parcel owned by Maria Berry for the North Shore Levee West near Chenault.

Ms. Berry has agreed to sell the parcel for \$15,000 which is just above the assessed value.

Funding to purchase the property is provided through the Washington State Legislature's 2023-2025 Capital Budget appropriation. A map showing the location is attached.

Recommendation:

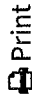
Staff recommends that the Council authorize the purchase of the property.

Grays Harbor County, WA

Properties

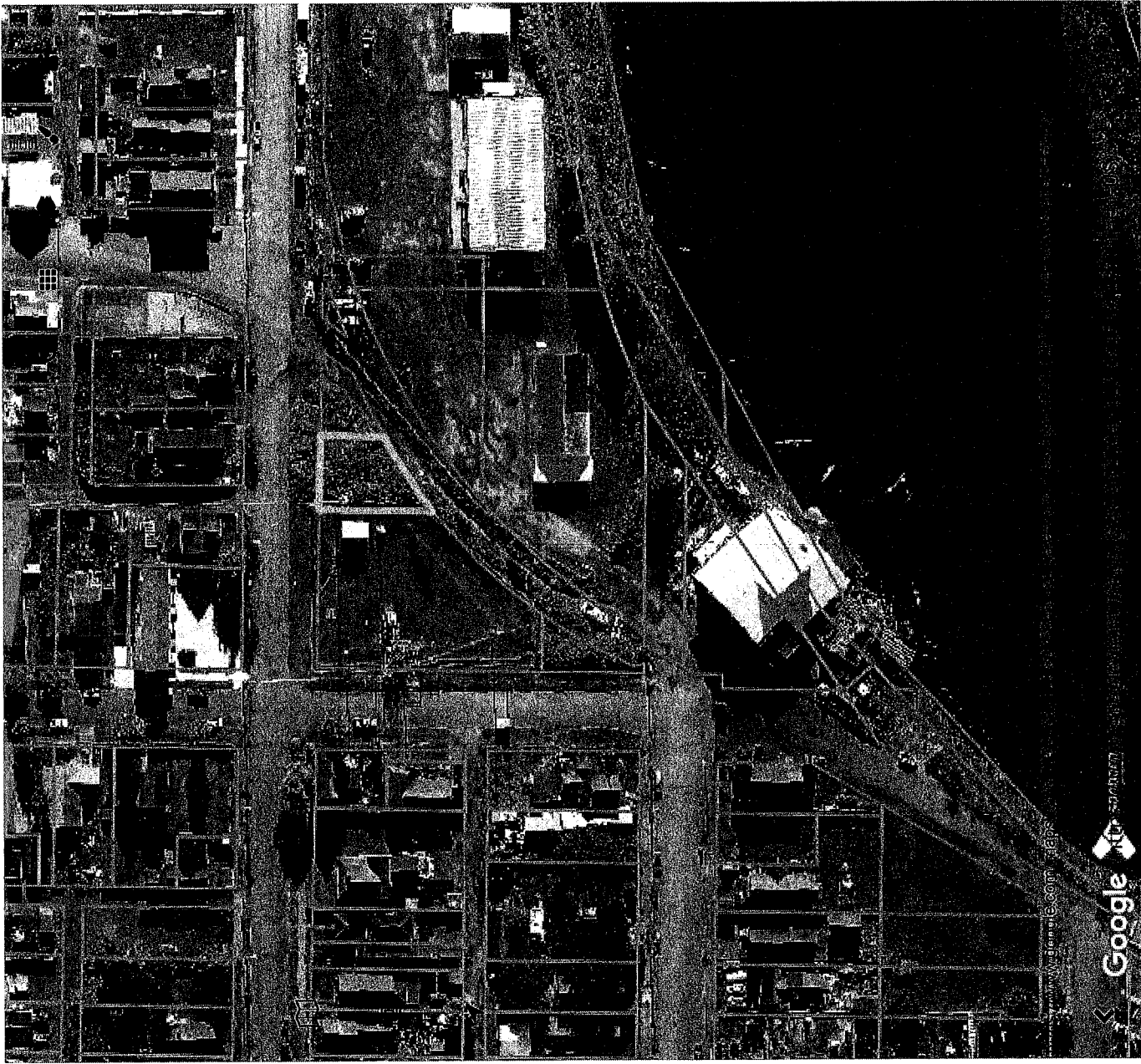


Properties Quick Search



Share

Zoom To



Google

Google Directions (<https://maps.google.com/maps/dir/>)

[View Details \(/datasets/properties/054402900\)](#)

[Grays Harbor County Site \(https://www.graysharbor.us/\)](https://www.graysharbor.us/)

[Data Download \(https://www.graysharbor.us/gc](https://www.graysharbor.us/gc)

[Assessment and Tax Information \(https://graysharborwa.mapgeo.io/datasets/prc](https://graysharborwa.mapgeo.io/datasets/prc)

[District Information \(https://graysharborwa.mapgeo.io/datasets/prc](https://graysharborwa.mapgeo.io/datasets/prc)

General

Property ID	054402900400
Map Number	1710-02
Legal Description	KARRS RIVER PT NWLY OF NP R/W OF LOT 4 BLK 29

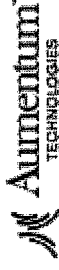
Ownership

Owner	BERRY MARIA D
Owner Address	20411 6TH AVENUE SHORELINE, WA 98155 UNITED STATES

Valuation



GRAYS HARBOR COUNTY WASHINGTON



TAXSIFTER

SIMPLE SEARCH SALES SEARCH COUNTY HOME PAGE CONTACT DISCLAIMER CLICK HERE TO PAY

Dan Lindgren
Grays Harbor County Assessor 100 W. Broadway Ave Montesano, WA 98563

Assessor Treasurer Appraisal

Parcel

Parcel#: 054402900400 Owner Name: BERRY MARIA D
 DOR Code: 91 - Undeveloped - Land Address1: 20411 6TH AVE NE
 Situs: Address2:
 Map Number: 1710-02 City, State: SHORELINE WA
 Status: Zip: 98155

Description: KARRS RIVER PT NWLY OF NP R/W OF LOT 4 BLK 29

Comment:

2025 Market Value		2025 Taxable Value		2025 Assessment Data	
Land:	\$13,983	Land:	\$13,983	District:	HO028 H2 - HO028 H2
Improvements:	\$0	Improvements:	\$0	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0	Total Acres:	0.08000
Total	\$13,983	Total	\$13,983		

Ownership

Owner's Name	Ownership %	Owner Type
BERRY MARIA D	100%	Owner

ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to zoning and sign regulation and specifically the regulation of “feather flag” signs; amending Section 10.09.070 of the Hoquiam Municipal Code; amending Subsection (8) of Section 10.05.130 of the Hoquiam Municipal Code; and amending Subsection (9) (a) of Section 10.05.130 of the Hoquiam Municipal Code.

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

SECTION 1. Section 10.09.070 of the Hoquiam Municipal Code is amended to read as follows:

10.09.070 “F” definitions.

(1) “Family” means an individual, or two or more persons related by blood or marriage, or a group of not more than six persons who are not related by blood or marriage.

(2) “Family child care provider” means a person or agency that regularly provides child care for not more than twelve children in the provider’s home as defined in RCW 74.15.020.

(3) “Farmers’ market” means a public market where vendors sell produce and other hand-crafted objects directly to consumers at an established location on specific days of the week, oftentimes based on seasons.

(4) “Feather flag” or “feather sign” means a vertical portable sign that contains a harpoon-style pole or staff driven into the ground for support or supported by means of an individual stand.

~~(4)~~ (5) “Fence” means a wall or barrier for enclosing space or separating parcels of land.

~~(5)~~ (6) “Fence height” means the distance measured vertically from the topmost portion of a fence at any one point to the ground immediately below; provided, that within a front yard the height shall be measured from the level of the topmost portion of the fence to the level of the closest point on the curb or edge of the driving surface, measured vertically.

~~(6)~~ (7) “Final plat” means the final drawing of the subdivision and dedication that is filed for the record with the county auditor and containing all elements and requirements set forth in RCW 58.17.160 and in HMC Title 9.

~~(7)~~ (8) “Fish and wildlife habitat conservation area” means land management for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created. This does not mean maintaining all individuals of all species at all times, but it does mean cooperative and coordinated land use planning is critically important among counties and cities in a region. In some cases, intergovernmental cooperation and coordination may show that it is sufficient to assure that a species will usually be found in certain regions across the state. Fish and

wildlife habitat conservation areas include areas with which endangered, threatened, and sensitive species have a primary association; waters of the state; state natural area preserves and natural conservation areas; and streams and rivers planted with game fish by a governmental agency.

~~(8)~~ (9) "Flashing sign" means any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source. Excluded from this definition are public service signs.

~~(9)~~ (10) "Floor area" means the sum of the gross horizontal areas of the floors of a building or buildings, measured from the exterior faces of exterior walls and from the centerline of division walls. Floor area shall include: basement space, elevator shafts and stairwells at each floor, mechanical equipment rooms or attic spaces with headroom of seven feet six inches or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. Accessory water tanks and cooling towers, mechanical equipment or attic spaces with headroom of less than seven feet six inches, exterior steps or stairs, terraces, breezeways and open spaces shall not be counted.

~~(10)~~ (11) "Food processing" means a facility where food is preserved and/or packaged for sale.

~~(11)~~ (12) "Freestanding sign" means any sign which is supported by one or more uprights, poles or braces in or upon the ground.

~~(12)~~ (13) "Freight terminals" pertains to a railroad or truck terminal, connected with the receipt or delivery of freight.

~~(13)~~ (14) "Frequently flooded areas" are lands in the floodplain subject to a one percent or greater chance of flooding in any given year. These areas include, but are not limited to, streams, rivers, lakes, coastal areas, wetlands, and the like. The one-hundred-year floodplain designations of the National Flood Insurance Program shall delineate the presence of frequently flooded areas. (Ord. 10-25 § 31, 2010; Ord. 04-07 § 43, 2004).

SECTION 2. Subsection (8) of Section 10.05.130 of the Hoquiam Municipal Code is amended to read as follows:

(8) Exemptions. The following signs do not require a sign permit (unless noted), nor shall the area and number of such signs be included in the area and number of signs permitted for any site or use. This shall not be construed as relieving the owner of the sign from the responsibility of its erection and maintenance and its compliance with the provisions of this chapter or any other law or ordinance.

(a) The flag, emblem or insignia of a nation or other governmental unit or nonprofit organization subject to the guidelines concerning their use set forth by the government or organization which they represent. Flag poles require a sign permit for structural review.

(b) Memorial signs or tablets, names of buildings, stained glass windows and dates of erection when cut into the surface or the facade of the building or when projecting not more than two inches.

© Traffic or other municipal signs, signs required by law or emergency, railroad crossing signs, legal notices, and any temporary or nonadvertising signs as are authorized under policy approved by the city council.

(d) Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities or of public telephones.

(e) Flush-mounted wall signs used to identify the name and address of the occupant for each dwelling, provided the sign does not exceed two square feet in sign area.

(f) Signs located in the interior of any building or within an enclosed lobby or court of any building or group of buildings, which signs are designed and located to be viewed exclusively by patrons of such use or uses.

(g) Noncommercial speech signs meeting the provisions provided in subsection (9)© of this section.

(h) Decorations, or such signs in the nature of a decoration, clearly incidental and customary to and commonly associated with any national, local or religious holiday.

(I) Painting, repainting or cleaning of an advertising structure or the changing of the advertising copy or message thereon shall not be considered an erection or alteration which requires a sign permit unless a structural change is made.

(j) Sculptures, fountains, mosaics and design features which do not incorporate advertising or identification.

(k) "No trespassing," "no dumping," "no parking" or "private" signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other informational warning signs, which shall not exceed three square feet in surface area.

(l) Directional signs erected by the city on arterial streets directing the public to public, civic, or nonprofit facilities. Such signs shall be erected at the discretion of the director of public works and shall be subject to city design guidelines. In addition, with the approval, the director of public works may allow the erection of directional signs as are necessary to designate commercial areas or significant tourist sites within the city.

(m) Signs erected by the city along the Riverside Dike.

(n) Feather flags or feather signs.

SECTION 3. Subsection (9)(a) of Section 10.05.130 of the Hoquiam Municipal Code is amended to read as follows:

(9) Permitted Signs. The following signs are permitted subject to the applicable limitations as noted.

(a) Temporary Signs. The following signs are classified as temporary (nonpermanent). Temporary signs are permitted subject to the applicable limitations.

(I) Construction Signs. A sign permit is required. Such signs may be displayed only after a building permit is obtained and during the period of construction on the construction site. Only one such sign is permitted per construction project for each public street upon which the project fronts. The applicable limits are as follows:

(A) In all zones other than single-family residential zones, no construction sign shall exceed thirty-two square feet in sign area (printed copy on one side only) or ten feet in height, nor be located closer than ten feet from the property line or closer than thirty feet from the property line of the abutting owner.

(B) In single-family residential zones, no construction sign shall exceed thirty-two square feet in sign area (printed copy on one side only) or ten feet in height, nor be located closer than ten feet from the property line of the abutting owner.

(ii) Grand Opening Displays. No sign permit is required. Such temporary signs, posters, banners, strings of lights, clusters of flags, balloons, or other air- or gas-filled figures, and searchlights are permitted for a period of fourteen days only to announce the opening of a completely new enterprise or the opening of an enterprise under new management. All such materials shall be removed immediately upon the expiration of fourteen days. Such displays are permitted only in districts where the enterprise so advertised is allowed under district zoning regulations. Searchlights may be permitted by any business or enterprise provided the beam of light does not flash against any building or does not sweep an arc of forty-five percent from vertical.

(iii) Real Estate Signs. No sign permit is required. All exterior real estate signs must be of wood or plastic or other durable material. The permitted signs, with applicable limits, are as follows:

(A) Residential "For Sale" and "Sold" Signs. Such signs shall be limited to one sign per street frontage not to exceed five square feet in sign area, placed wholly on the property for sale, and not to exceed a height of seven feet.

(B) Residential Directional "Open House" Signs. Such signs shall be limited to one sign per street frontage on the premises for sale and three off-premises signs. However, if a realtor has more than one house open for inspection in a single development or subdivision, he/she is limited to four off-premises "open house" signs in the entire development or subdivision. Such signs are permitted only during daylight hours and when the realtor or seller or an agent is in attendance at the property for sale. No such sign shall exceed five square feet in sign area.

© Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street frontage advertising undeveloped commercial and industrial property for sale or rent. The sign shall not exceed thirty-two square feet in sign area and seven feet in height.

(D) Developed Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street

frontage advertising a commercial or industrial building for rent or sale is permitted while the building is actually for rent or sale. If one face of the building is less than ten feet from the building line, the sign shall be placed on the building or in a window. The sign shall not exceed seven feet in height and, if freestanding, shall be located more than fifteen feet from any abutting property line or a public right-of-way line. Said sign shall not exceed thirty-two square feet in sign area.

(E) Undeveloped Residential Property "For Sale" Signs. One sign per street frontage advertising undeveloped residential property for sale is permitted not exceeding thirty-two square feet in sign area. Said sign must be placed more than thirty feet from the abutting owner's property line and may not exceed a height of seven feet.

(F) Subdivisions approved after the effective date of the ordinance codified in this section are permitted one cluster of flagpoles (not to exceed five flagpoles) in front of sales offices to advertise the new development.

(iv) Community Banners or Cloth Signs. Such signs may be permitted and extend across a public street by permission of the city administrator or appointed representative. Such signs may only be placed at city-designated locations and erected by city personnel.

(v) Banners. Such signs may be permitted on private property. Banners may be used to advertise a sale, other special events, or for new businesses waiting for a permanent sign. Notification to the city is required prior to hanging the banner. This notification shall include acknowledgment of the banner requirements, the dates the banner will be used and location of the banner. Businesses are only allowed one banner per wall with a maximum of two banners per business at any one time. All banners must comply with the following:

(A) Maintenance Standards. All banners must be legible, made of durable materials, and must be well maintained.

(B) Time Limitation. Banners are limited to two thirty-day placements per calendar year.

© Location on Property. Banners must be located completely on a wall, and tacked down on four corners. Banner size shall be regulated to a maximum of ten percent of the architectural elevation per wall.

(vi) Sandwich Board Signs. Only businesses that are located in the C-1 or C-2 districts shall be allowed to have sandwich board signs and shall be limited to one sandwich board sign. These signs are subject to the following conditions:

(A) Notification and Indemnification. Notification to the city is required prior to displaying a sandwich board sign, which shall designate the proposed location of the sign. In addition, prior to displaying a sandwich board sign, the owner of the business shall sign and file with the city building department a release and hold harmless form, indemnifying the city of any liability for injuries to persons or property caused by the sandwich board sign.

(B) Size. The area of the sign shall not exceed six square feet per side in size and shall not be wider than two feet.

© Maintenance Standards. Signs shall be constructed out of materials able to withstand typical Northwest weather. Such materials may be metal, finished wood, chalkboard, whiteboard or plastic; signs and copy shall be of professional quality. Owners of sandwich board signs shall be required to keep their signs in a legible, intact, and well-maintained manner.

(D) Display Time. Signs may only be displayed during business hours. If business hours continue past daylight hours, precautions should be taken to place the sign in a location where it is readily visible after dark. This shall not be construed to allow the wiring of a sign for lighting.

(E) Location. Signs may be located only on the premises of the business or on a sidewalk which is adjacent to the premises of the business. Such signs shall not be placed in a location which is within the vision triangle or any location which will impede vehicular traffic. Further, such signs shall not be placed in a manner which will block or otherwise obstruct the safe use of sidewalks, building entrances or stairs by pedestrians, including pedestrians who are visually impaired or otherwise handicapped.

(vii) Garage Sales (Yard Sales, Moving Sales, Patio Sales). No sign permit is required. Such sign shall be limited to one sign on the premises and three off-premises signs. No such sign shall exceed four square feet in sign area. The sign or signs may be displayed only during the sale and must be removed the day the sale ends. The person or persons for whom the sign or signs are displayed shall be responsible for its removal and subject to the penalties as provided in this code.

(viii) Seasonal Sales. No sign permit is required. Vendors who receive a temporary business license as defined in HMC 4.05.085 for seasonal or temporary sales activities (e.g., Christmas trees or fireworks) are permitted one sign not to exceed twenty square feet in sign area. This sign shall be mounted to the booth or trailer used for temporary sales.

(ix) Feather Flags or Feather Signs. No sign permit is required. These signs are subject to the following conditions:

(A) Size. Maximum height including pole: Eight (8) feet. Maximum height of flag portion of sign: Five (5) feet. Maximum width of flag portion of sign: Two (2) feet. Maximum area of feather flag: Ten (10) square feet.

(B) Number of feather flags. The maximum number of feather signs allowed per parcel: Five (5).

© Location. Feather flags may be located only on the premises of the business or on a sidewalk which is adjacent to the premises of the business, but not in a tree well. Such signs shall not be placed in a location which is within the vision triangle or any location which will impede vehicular traffic. Further, such signs shall not be placed in a manner which will block or otherwise obstruct the safe use of sidewalks, building entrances or stairs by pedestrians, including pedestrians who are visually impaired or otherwise handicapped.

(D) Display time. Feather flags may only displayed during business hours, three-hundred-sixty-five (365) days per year.

(E) Construction and Maintenance Standards: Feather flags shall be constructed out of materials able to withstand typical Northwest weather. Such materials shall be of professional quality. Owners of feather flags shall be required to keep them in a legible, intact, and well-maintained manner. Feather flags may not be electrified or illuminated.

ADOPTED by the Mayor and City Council on _____, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

RESOLUTION NO. 2025 – _____

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.

WHEREAS, the Hoquiam Fire Department has in its possession an ambulance on a 2010 Ford E350 chassis, Ambulance Number 7341, which the department has determined is not material to nor needed in the operation of the department or the City of Hoquiam.

NOW THEREFORE,

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HOQUIAM, WASHINGTON, IN REGULAR MEETING DULY ASSEMBLED, AS FOLLOWS:

SECTION 1 A Braun ambulance on a 2010 Ford E350 chassis, VIN 1FDXE4F7ADA27956, Washington License Plate Number 52573D, known as Ambulance Number 7341, is hereby declared to be surplus and no longer material to nor needed in the operations of the Hoquiam Fire Department or the City of Hoquiam.

SECTION 2. The Finance Director is hereby authorized and instructed to sell the item listed in Section 1 above to the City of Cosmopolis for the amount of \$5,000.00, “as is,” with no warranties, express or implied. A report of said sale shall be submitted to the Mayor and the City Council.

ADOPTED by the Mayor and City Council on April 14, 2025.

BEN WINKELMAN – Mayor

ATTEST:

CORRINE SCHMID – Finance Director

INTERAGENCY AGREEMENT
BETWEEN
Washington State Department of Natural Resources
AND
City of Hoquiam

This Interagency Agreement (“Agreement”) is entered into by the Washington State Department of Natural Resources (“DNR”) and City of Hoquiam, together the “Parties,” as of the date of last signature (“Effective Date”).

DNR and City of Hoquiam enter into this Agreement under Chapter 39.34 RCW, the Interlocal Cooperation Act.

DNR is the owner of certain real property known as Woodlawn, located in Grays Harbor County, Washington.

City of Hoquiam desires to purchase and DNR desires to sell the State Property under the authority of RCW 79.17.200.

The Parties hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to facilitate the direct transfer of title to the State Property to City of Hoquiam by allocating responsibilities, including responsibility for the costs to prepare the transaction, between the Parties before the Parties enter a transfer agreement, and to set forth the Parties’ agreement as of the Effective Date on some of the terms to be included in the transfer agreement.

2. PROJECT REPRESENTATIVES.

(1) The Project Representative for DNR is:

Martin McElliott, Transaction Project Manager, martin.mcelllott@dnr.wa.gov
Work Phone: 360-790-5085

(2) The Project Representative for The City of Hoquiam is:

Brian Shay, City Administrator, bshay@cityofhoquiam.com
Work Phone: 360-538-3983

3. RESPONSIBILITIES

A. Appraisal Process. DNR will select the Appraiser and Review Appraiser (if applicable) and will submit the approved value to City of Hoquiam. DNR will provide City of Hoquiam a copy of the appraisal or appraisal review prior to closing

the transaction. In accordance with RCW 79.11.100, City of Hoquiam shall not rely upon the appraisal prepared by DNR or made by the Board of Natural Resources for the purposes of deciding whether to purchase the State Property. City of Hoquiam shall make its own independent appraisal.

- B. Costs.** The Parties agree that City of Hoquiam shall pay DNR's costs to prepare the transfer of the State Property to City of Hoquiam, including but not limited to appraisal, staff time, and incidental costs. By agreeing to the terms of this subsection, the Parties intend to meet the requirements of RCW 39.34.130. The Parties estimate DNR's costs will be approximately \$35,000. Except as provided in 3.D, payment by City of Hoquiam shall not exceed this amount unless the Parties agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. City of Hoquiam shall deposit with DNR \$35,000 within 45 days of the Effective Date. DNR will not order the appraisal until the funds have been received. Any portion of the \$35,000 not used to cover DNR's costs to prepare the transaction shall be refunded to City of Hoquiam.
- C. Additional Survey Costs.** If DNR surveys the State Property under Section 3B, Parcel Segregation, the cost of the survey(s) shall be paid by City of Hoquiam and shall be in addition to the \$35,000 set forth herein.

4. ADDITIONAL AREAS OF AGREEMENT

A. Approvals.

1. **Board of Natural Resources Approval.** The proposed transfer of the State Property is subject to approval by the Board of Natural Resources. DNR will not present the transaction to the Board for its approval until the Parties have entered a transfer agreement, substantially in the form attached as Exhibit A, and DNR has received notice and documentation of approval of the transaction by the governing body of City of Hoquiam as provided in subsection (2). Failure to approve the transfer shall not relieve Public Agency of the obligation to pay DNR's costs incurred under this agreement.
2. **City of Hoquiam Approval.** The proposed acquisition of the State Property is subject to approval by City of Hoquiam's City Council. Prior to DNR presenting this proposal to the Board of Natural Resources, City of Hoquiam shall notify DNR of the approval by its governing body of its acquisition of the State Property and its authority to accept the State Property at closing. City of Hoquiam shall provide DNR the documents necessary to demonstrate this approval and authority. Failure to approve this acquisition shall not relieve Public Agency of the obligation to pay DNR's costs incurred under this agreement.

- B. Reservations.** DNR will reserve minerals and the authority to acquire access under RCW 79.11.210 and RCW 79.36.370, respectively.

- C. Prorations.** All rents and other income, if any, and all expenses, including but not limited to water, sewer, and utilities, shall be prorated as of Closing.
- D. Deed/Title Insurance.** Title will be conveyed by quitclaim deed. City of Hoquiam may acquire title insurance for the property at its own expense. State will not provide title insurance.
- E. Seller's Disclosure Statement.** If and to the extent the property is commercial real estate, unimproved residential real property, or improved residential real property, as such terms are used in Chapter 64.06 RCW, City of Hoquiam will be required to waive the right to receive a seller's disclosure statement under Chapter 64.06 RCW. However, to the extent that DNR has actual knowledge of conditions on the property that would result in a "yes" answer to any of the questions in the Environmental section of the disclosure forms, DNR shall provide a completed copy of that section to City of Hoquiam.
- F. Closing.** Closing shall be carried out at DNR's Olympia office. City of Hoquiam acknowledges that DNR is acting as an interested party in preparing documents for, and closing, this transaction; escrow will not be formed.
- G. Timing.** The Parties acknowledge that the title transfer contemplated by this agreement may take from nine to 12 months to complete, depending on complexity.

5. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 3/10/2025, and be completed on 9/25/2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

6. AMENDMENT

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without prior written consent of the other Party, which consent shall not be unreasonably withheld. Prior to any assignment, Public Agency shall pay all costs incurred by DNR prior to the assignment. Public Agency and Assignee shall jointly specify how any and to whom any refund by State under 3.C shall be made.

8. ASSURANCES

The Parties agree that all activity pursuant to this Agreement shall be in accordance with

all applicable federal, state, and local laws and rules as they currently exist or as amended.

9. DISPUTES

If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event a dispute cannot be resolved within the Parties' chains of command, either party may request a Dispute Board, which shall proceed in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, and applicable law, and make a determination of the dispute. The determination of the Dispute Board shall not be admissible in a succeeding judicial proceeding concerning the Agreement. The Parties agree that the Dispute Board shall precede any action in a judicial tribunal.

If this Agreement is between DNR and another state agency, if the Parties cannot resolve the issue within their chains of command, either Party may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

10. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

11. MAINTENANCE OF RECORDS

The Parties shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential

information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the Parties acknowledge that they are subject to chapter 42.56 RCW, the Public Records Act.

12. ORDER OF PRECEDENCE

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

Applicable state and federal statutes and rules, local laws and rules, and case law.

13. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

14. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

15. TERMINATION

A. Transfer Agreement. This Agreement shall terminate when the Parties have each signed the transfer agreement, except that City of Hoquiam's obligation to pay DNR's costs of preparing this transaction under subsection 3C, Costs, shall survive the Parties' entry into the transfer agreement to the extent any costs are unpaid at the time of signing.

B. Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

C. Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

16. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the Parties.

17. HARASSMENT

Per RCW 43.01.135, Sexual harassment in the workplace, Agency Contractors hereby have access to DNR Policy PO01-007 Harassment Prevention:
https://www.dnr.wa.gov/publications/em_PO01-007_harassment_prevention.pdf

18. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

City of Hoquiam

State of Washington
Department of Natural Resources

Brian Shay
City Administrator

Duane Emmons
Deputy Supervisor for State Uplands

Date

Date

APPROVED AS TO FORM ONLY

Approval on File 1/06/2022
Office of the Attorney General (Date)

Exhibit A

Transfer Agreement Template

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DAVE UPTHEGROVE, COMMISSIONER OF PUBLIC LANDS**

**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT is made as of the _____ day of _____, 2025, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State") and The City of Hoquiam, ("Purchaser").

WHEREAS, State is the owner of certain real property known as Woodlawn located in Grays Harbor County, Washington; and

WHEREAS, State desires to convey the real property to Purchaser, and Purchaser desires to acquire the real property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Purchaser and State, it is agreed as follows:

SECTION 1 PROPERTY

1.1 Property to be Sold. State shall sell and convey to Purchaser, and Purchaser shall purchase and accept from State, all subject to the terms, conditions and contingencies of this Agreement, that certain real property located in Grays Harbor County, Washington, the legal description of which is set forth on Exhibit A, together with all easements, rights-of-way and other rights appurtenant to said real property. The foregoing property and rights and interests described above are collectively referred to herein as the "Property."

1.2 Reservation. This sale is subject to the reservation of oils, gases, and minerals and easements for removal of valuable materials as prescribed in RCW 79.11.210 and in RCW 79.36.370.

SECTION 2 PAYMENT

2.1 Purchase Price. Purchaser shall pay State the Purchase Price of _____ **{INSERT the written format for the dollar amount of the purchase price}** U.S. Dollars (\$ _____) **{INSERT the numeric format for the dollar amount of the purchase price}** and other charges owed by Purchaser described in Section 10.2 below in cash sufficiently in advance of Closing to facilitate certification of payment to the Governor and issuance of the deed, but in no event shall the Purchase Price be

paid later than [_____] (_____) {INSERT the written format for the number of days (ie forty-five) and then insert the numeric format for the number of days} days after approval of this sale by the Board of Natural Resources.

2.2. No Interest. Any deposits or advance payments made by Purchaser under this Agreement shall be held by the state treasurer without interest.

SECTION 3 CLOSING

3.1 Date. The "Closing Date," "Closing," or "Date of Closing," as those terms are used herein, shall mean the date upon which all monies are paid and all documents are recorded. Closing shall be as soon as practical for State to issue a quitclaim deed from the Governor's Office upon confirmation that the entire Purchase Price shall have been paid to the State Treasury and all terms, conditions and contingencies have been met. Closing shall not occur later than forty-five (45) unless otherwise agreed in writing by the parties.

3.2 Place. Closing shall be carried out at the Olympia office of the Department of Natural Resources. Purchaser acknowledges that State is acting as an interested party in preparing documentation for and closing this sale; State is not acting as an escrow. Purchaser should consult an attorney regarding the legal effects of this transaction.

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION

4.1 Possession. Purchaser shall be entitled to possession of the Property on the Closing Date.

4.2 Form of Deed. State shall convey title to the Property to Purchaser by quitclaim deed executed by the Governor of the State of Washington. Said deed shall be in the same form and format as Exhibit B, attached hereto and incorporated by this reference herein.

4.3 Title Insurance. State will not furnish a policy of title insurance at Closing.

SECTION 5 RIGHTS AND OBLIGATIONS AFTER ACCEPTANCE

5.1 Inspection. Following the date of this Agreement, and with two (2) business days' prior notice, State shall permit Purchaser and/or its designated agents to enter upon the Property at all reasonable times for the purpose of investigating the Property, and the physical condition thereof, including without limitation, the condition of improvements, if any, located upon the Property. Purchaser shall not conduct any invasive testing of the soils without prior written consent of State.

5.2 Indemnification and Hold Harmless Regarding Purchaser's Inspection. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney and paralegal fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant fees and costs) arising out of or relating to the actions of Purchaser and actions of Purchaser's agents or employees in exercising such rights of entry or inspections under this Agreement. Purchaser will be responsible for the payment of any fines or penalties charged against State or Purchaser, or for any employees or equipment while

under Purchaser's control, employment, or direction, related to activities under Sections 5.1 above and 5.3 below.

5.3 Reports and Studies.

- (a) Subject to the conditions set forth above, Purchaser shall have the right to prepare, or have prepared, engineering studies, feasibility studies, surveys, resurveys or survey updates, environmental reviews, studies or investigations all of which are also collectively referred to as the "Purchaser's Studies" with respect to the Property. All information discovered by Purchaser through Purchaser's Studies shall be deemed to have been disclosed by State.
- (b) Further, with respect to Purchaser's Studies, Purchaser agrees that it is not acting as the agent of State, and that Purchaser's contractors, architects, engineers, or other consultants are solely employed by Purchaser to perform the studies for the benefit of Purchaser. Purchaser further shall provide written notice to each contractor, architect, engineer and other consultant of these facts, which notice shall also instruct these parties not to file any liens or notices against the Property prior to Closing. Purchaser shall ask each party to acknowledge receipt of the notice. Purchaser shall supply State with a written list of each party to whom this notice was sent within ten (10) days of their issuance, as well as a copy of each notice as acknowledged by the party to whom it was given or sent.
- (c) In the event that Purchaser does not complete the purchase contemplated in this Agreement, Purchaser shall immediately provide State with Purchaser's Studies at no cost to State.
- (d) Purchaser shall have the right to examine studies and reports, if any, prepared by State or its consultants, excluding appraisal reports (all of which are collectively referred to as "State's Studies").

5.4 Condition of Purchase. If Purchaser's Studies indicate the Property is not reasonably suitable for the intended use by Purchaser or the Property presents an unreasonable risk to Purchaser of liability associated with hazardous substances, Purchaser may terminate this Agreement without further obligation, and Purchaser shall be refunded any deposit. Purchaser shall give State written notice of Purchaser's decision to terminate within forty-five (45) days of the date of this Agreement. The termination notice shall specify the problems identified. In the event Purchaser fails to give State such written notice, this termination right shall expire.

SECTION 6 DESTRUCTION OR CONDEMNATION

State shall bear the risk of loss until Closing. If on or before the Closing Date either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, Purchaser shall elect either to terminate this Agreement or to purchase the Property. Purchaser must give written notice of such election to State within fifteen (15) days of Purchaser's knowledge of such damage or condemnation. Failure to give State notice of

Purchaser's election to terminate shall be deemed an election to purchase. If Purchaser elects to terminate this Agreement, any deposit shall be returned to Purchaser, and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the Property, Purchaser shall be entitled to the insurance proceeds, if any, or to the condemnation award either of which shall be without adjustment to the Purchase Price. Damage shall be deemed "material" if it cannot be repaired or replaced within ninety (90) days or it represents more than ten percent (10%) of the Purchase Price.

SECTION 7 CONDITION OF THE PROPERTY

7.1 As Is. The Property is sold "AS IS, WHERE IS." Purchaser is encouraged to examine the Property to ascertain the condition of the Property, including but not limited to the existence of encumbrances, encroachments, etc. State does not make and specifically disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to any improvements located thereon. No employee or agent of State is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property.

7.2 Release/Indemnity. Purchaser hereby fully releases State from any and all liability to Purchasers arising out of or related to the condition of the Property prior to, at, or after Closing, including but not limited to the deposit or release of hazardous or toxic wastes or material, pollutants, and the following known or suspected defects, NONE. It is the intent of the parties that this constitutes a full and final release of any and all claims concerning any substance including, but not limited to, hazardous substances. This release extends to and includes any action for contribution for any environmental remedial action. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State with respect to, but not limited to any claims, damages, liabilities, penalties (civil or criminal), and any other costs, including attorneys' fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the Property deposited or released after Closing.

7.3 Waiver of Seller's Disclosure. If and to the extent that the Property is used for residential purposes or is zoned for residential use, the Purchaser hereby agrees to waive the right to receive a seller's disclosure statement pursuant to RCW Chapter 64.06. Notwithstanding the foregoing, to the extent that the State has actual knowledge of conditions on the Property that would result in a "yes" answer to any of the questions in the Environmental section of the statutory disclosure form, State shall provide a completed copy of that section of the disclosure statement to Purchaser.

7.4 Notice of Possible Proximity to Farming Operations. This notice is to inform Purchaser that the Property being purchased may lie in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

SECTION 8 ASSESSMENTS

Purchaser shall buy the Property subject to any assessment remaining unpaid at Closing.

SECTION 9 STATE CONTINGENCY

State's obligations are contingent upon the following:

- (a) approval of the sale by the Board of Natural Resources which shall be made at their sole discretion; and
- (b) performance prior to or at Closing of all other acts and payments required of Purchaser under this Agreement.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or at Closing the parties shall do the following:

10.1 State.

- (a) issue a duly executed quitclaim deed conveying title to the Property within a reasonable time after confirmation of receipt of the Purchase Price by the State Treasury;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this agreement; and
- (d) pay prorations to the extent required and determinable.

10.2 Purchaser.

- (a) pay the Purchase Price into the State Treasury as set forth in Subsection 2.1;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this Agreement;
- (d) pay all sums and prorations to the extent required under this Agreement and determinable; and
- (e) pay the cost of recording the deed and the county processing fee for filing the Real Estate Excise Tax Affidavit.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges and any other expenses (excluding local improvement assessment as provided under Section 8) with respect to the operation of the Property levied against the Property shall be prorated

between Purchaser and State as of the Closing Date. To the extent information is then available, such prorations shall be calculated and paid as of Closing. Such prorations shall be adjusted and completed after the Closing Date, if necessary, as and when complete information becomes available, and State and Purchaser agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance proration shall be made.

SECTION 11 SURVIVAL

The obligations not satisfied at Closing or intended to continue beyond Closing shall not be deemed to have merged in the deed.

SECTION 12 REAL ESTATE COMMISSION

Purchaser shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Purchaser.

SECTION 13 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, and addressed as follows:

To Purchaser:

City of Hoquiam
Attn: Brian Shay
Hoquiam City Hall
609 8th Street
Hoquiam, WA 98550

To State:

Department of Natural Resources
Strategic Planning Office
Attn: Martin McElliott
P.O Box 47014
Olympia, WA 98504-7014

The foregoing addresses may be changed by written notice.

SECTION 14 MISCELLANEOUS

14.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

14.2 Binding Nature; Assignment of Rights. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective assigns, if any, of the parties hereto. However, this Agreement shall not be assignable by Purchaser without the prior written consent and acceptance by State, which shall be at State's sole and absolute discretion.

14.3 Washington Law. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the state of Washington and venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be construed in favor of or against either party hereto.

14.4 Time of the Essence. Time is of the essence in this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

14.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

14.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

14.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

14.8 Date of Agreement. The date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

14.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction.

14.10 Authorization. Purchaser and the person(s) executing this Agreement on behalf of Purchaser represent and warrant that they are authorized to do so and that this is a legal, valid, and binding obligation on behalf of Purchaser, and is enforceable against Purchaser in accordance with its terms.

14.11 Default. In the event of default, neither party shall be liable for consequential damages.

14.12 Attorneys' Fees and Costs. If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on

appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

14.13 Submission. This Agreement must be executed by Purchaser, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on [_____], to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of the State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

PURCHASER:

Dated: _____

By: _____

Title: _____

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____

By: _____

Dave Upthegrove
Commissioner of Public Lands

Affix the Seal of the Commissioner
of Public Lands

Approved as to form this _____ day
of _____, 20____.

Assistant Attorney General

EXHIBIT A

WOODLAWN – DIRECT TRANSFER

Legal Descriptions

East Hoquiam Road Parcel Description

The Northeast Quarter of the Northeast Quarter and the North Half of the Southeast Quarter of the Northeast Quarter all in Section 36, Township 18 North, Range 10 West, Willamette Meridian, Grays Harbor County, Washington.

Woodlawn Parcel Description

The South Half of the Southeast Quarter of the Northeast Quarter and the East Half of the Southwest Quarter and the Southeast Quarter all in Section 36, Township 18 North, Range 10 West, Willamette Meridian, Grays Harbor County, Washington.

EXHIBIT B

WOODLAWN – DIRECT TRANSFER

Form of Deed

AFTER RECORDING RETURN TO:

Department of Natural Resources
Strategic Planning Division
Attn: Martin McElliott
PO Box 47014
Olympia, WA 98504-7014

**QUITCLAIM DEED
GRAYS HARBOR County**

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: City of Hoquiam

Abbreviated

Legal Desc: Ptn of SEC36 T18N R10W

Tax Parcel #: 181036110000, 518103641000

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of (USE UPPER CASE LETTERS FOR WRITTEN AMOUNT) Dollars (\$(#)), hereby conveys and quitclaims to the CITY OF HOQUIAM, GRANTEE, all interest in the real property situated in Grays Harbor County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable minerals, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the

land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of Washington.

WITNESS the Seal of the State of Washington, affixed this _____ day of _____, 20__.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day
of _____, 2025.

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 02-106761

(Including acknowledgement and exhibit(s))

**FIRST AMENDMENT TO 2024 INTERAGENCY AGREEMENT BETWEEN
GRAYS HARBOR COUNTY PUBLIC HEALTH, THE CITY OF HOQUIAM,
AND THE GRAYS HARBOR COUNTY SHERIFF'S OFFICE
REGARDING MEDICATION FOR OPIOID USE DISORDER IN JAILS PROGRAM**

THIS FIRST AMENDMENT ("First Amendment") is made effective as of the date last executed below by and between Grays Harbor County Public Health ("County"), the City of Hoquiam ("City"), and Grays Harbor County Sheriff's Office ("Contractor" or "Subrecipient") regarding the Medication for Opioid Use Disorder in Jails Program ("2024 Agreement") (Exhibit A). County, City, and Contractor are also referred to individually as a "Party" and collectively as the "Parties" herein.

WHEREAS, Washington State Health Care Authority ("HCA") provides grant funding through contract K5884 for the MOUD in Jail Program ("Program") and, in March 2022, the County secured an agreement with the HCA ("2022 HCA Agreement") resulting from solicitation number 2021HCA42 for Program implementation in Grays Harbor County jails; and

WHEREAS, on October 1st, 2022, the County entered into 3-way agreement with the City and Harbor Regional Health for Program implementation in the Hoquiam city jail. Harbor Regional Health elected to terminate their service contract effective October 4, 2024, and a request for proposals was published for MOUD Services in the municipal jails; and

WHEREAS, there were no responsive proposals to the solicitation and direct outreach for the services resulted in the Grays Harbor County Sheriff's Office confirming the willingness and ability to provide the MOUD services in the Hoquiam city jail; and

WHEREAS, the County has an existing, separate, Interagency Agreement with the City of Hoquiam which this Agreement is intended to accomplish and support the purpose of the MOUD in Jails Program; and

WHEREAS, Grays Harbor County Sheriff's Office represents and warrants that it has the appropriate personnel with the skills, experience, resources, and other necessary capabilities to provide services pursuant to the terms of this Agreement; and

WHEREAS, all Parties executed the 2024 Agreement on October 28, 2024, and the Parties now wish to de-obligate a portion of the underspent funding.

NOW, THEREFORE, pursuant to the amendment provision in section 9.8 of the Agreement, and in consideration of the mutual promises contained herein, the Parties agree as follows:

ITEM 1. Budget. Pursuant to a projection of underspent funds, the County will de-obligate a total of FORTY-THREE THOUSAND TWO HUNDRED dollars (\$43,200.00) from the Sheriff's Office implementation budget, inclusive of all fees and taxes for Services provided in accordance with Amended Exhibit 3: Budget Allocation Table.

ITEM 2. Exhibit 3. Exhibit 3 to this First Amendment titled "AMENDED EXHIBIT 3: BUDGET ALLOCATION TABLE" replaces all prior versions of the "Budget Allocation Table".

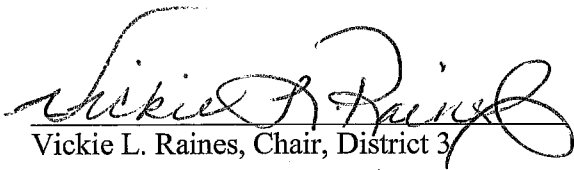
ITEM 3. Other provisions. All remaining provisions of the 2024 Agreement not expressly modified as provided in this First Amendment shall remain unchanged and in full force and effect.

Attachments: Exhibit A: 2024 agreement
Exhibit 3: Amended Exhibit 3

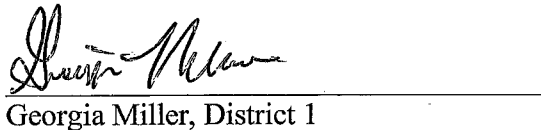
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last executed below.

**BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY**

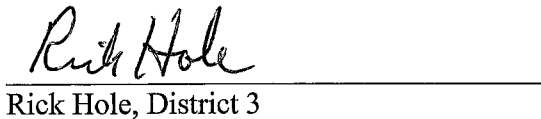
CITY OF HOQUIAM

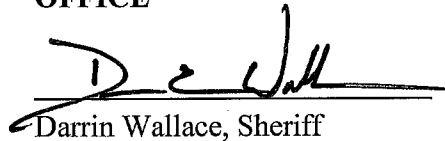

Vickie L. Raines, Chair, District 3

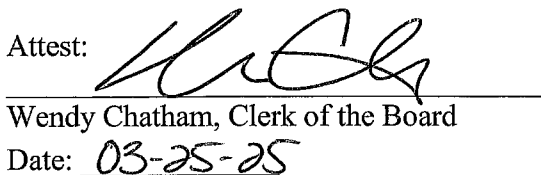
Ben Winkelman, Mayor
Date: _____


Georgia Miller, District 1

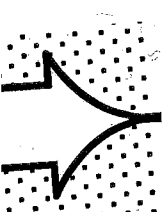
**GRAYS HARBOR COUNTY SHERIFF'S
OFFICE**


Rick Hole, District 3


Darrin Wallace, Sheriff

Attest: 
Wendy Chatham, Clerk of the Board
Date: 03-25-25

Date: 4-7-25



AMENDED EXHIBIT 3: BUDGET ALLOCATION TABLE

Budget category	Total Allocation ¹	Change in allocation via Amendment 1	Invoiced through January 2025	Remaining balance
Medical Director Oversight	\$20,200.00	\$1,000.00	\$9,200.00	\$12,000.00
Medical Director Direct Patient Care	\$19,200.00	-\$19,200.00	\$0	\$0
Nurse Time	\$20,500.00	-\$20,500.00	\$0	\$0
Supplies	\$400.00	\$0	\$191.00	\$209.00
Medication	\$5,000.00	-\$4,500.00	\$18.00	\$482.00
Total Funds	\$65,300.00	(\$43,200.00)	\$9,409.00	\$12,691.00

¹The Sheriff's Office may reallocate funds from one budget category to another budget category provided that the amount of funds being reallocated does not exceed ten percent* (10%) of the budget category's Total Allocation. Any reallocation that is greater than ten percent will require written approval by Public Health.

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**2024 INTERAGENCY AGREEMENT BETWEEN
GRAYS HARBOR COUNTY PUBLIC HEALTH, THE CITY OF HOQUIAM,
AND THE GRAYS HARBOR COUNTY SHERIFF'S OFFICE
REGARDING MEDICATION FOR OPIOID USE DISORDER IN JAILS PROGRAM**

THIS AGREEMENT ("Agreement") is made effective as of the date last executed below by and between Grays Harbor County Public Health ("County"), the City of Hoquiam ("City"), and Grays Harbor County Sheriff's Office ("Contractor" or "Subrecipient") regarding the Medication for Opioid Use Disorder in Jails Program. County, City, and Contractor are also referred to individually as a "Party" and collectively as the "Parties" herein.

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WHEREAS, Grays Harbor County Sheriff's Office represents and warrants that it has the appropriate personnel with the skills, experience, resources, and other necessary capabilities to provide services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Definitions

1.1 Authorized Representative means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

1.2 Breach means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.