



CITY COUNCIL AGENDA

September 22, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **COMMUNICATION** – Lynn Ogren – Musical Instruments for Park
3. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, September 22, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
4. **CONSENT AGENDA**
 - a. Council Minutes of September 8, 2025
 - b. Claims & Payroll
 - c. Request for Release of Timber Sale Bonds – Chehalis Valley Timber Inc.
5. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Public Safety and Law Committee – Parking on Sumner
 2. Public Safety and Law Committee – RV parking on Emerson
 - b. **OFFICERS REPORTS**
 1. Police – Communications Gear for CRU Members
 2. Police – Replacement of Patrol Vehicle
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
6. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. Parking on Sumner Avenue
 - b. **RESOLUTIONS**
 1. Surplus – Fire Department
 - c. **OTHER LEGAL**
 1. GHFD#8 EMS Agreement
 2. DNR Property Purchase – Community Forrest
7. **OLD BUSINESS**
 1. Musical Instruments for Park
8. **NEW BUSINESS**
9. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to knielsen@cityofhoquiam.com by Monday, September 22, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
10. **EXECUTIVE SESSION** (Per RCW 42.30.110)
 1. Labor Negotiations
11. **ADJOURN**

Regulatory Meeting at 6:00 PM – attendance in person.

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/82487186433>.



CITY OF HOQUIAM

September 8, 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, Carlstrom Gillis, Hinchey, Larsen, Nelson, Pauley, Puvogel, Reid, Smith and Thornton. Absent from Council Meeting was Councilmember 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 Puvogel moved to amend the agenda to add Communications with the Hoquiam School District after the Proclamation. Supported. Passed by voice vote.

PROCLAMATION

Constitution Week

Mayor Winkelman read the Proclamation – proclaiming September 17-23, 2025, is Constitution Week in the City of Hoquiam.

COMMUNICATION

Hoquiam School District

Tamara Helland and students from Hoquiam School District spoke on Spirit inclusion within the community.

PUBLIC COMMENT

Chris Gunderson - Cleavland

Wanted to let the Council know of a typo on one of the Ordinances.

Diane

Thanked the Council and Mayor for the Proclamation.

CONSENT AGENDA

Council Minutes of August 11, 2025

Councilmember Brooks moved to approve Council Minutes of August 11, 2025. His motion was seconded by Councilmember Pauley and passed by voice vote.

COUNCIL

ACTION/DISCUSSION



CITY OF HOQUIAM

September 8, 2025

City Council Meeting Minutes

Committee Reports

No Committee Reports Presented.

Officers Reports

Terminal 3 Utilities Project
Bid Award

Staff recommend that the Council award the bid to Eadon Prairie Construction for \$381,150 which includes Washington State Sales Tax and that staff have the authority to negotiate any necessary change order that arises throughout the project.

Councilmember Brooks moved to approve this contract. His motion was seconded by Councilmember Puvogel. Discussion was opened – Grants covers all costs and construction begins immediately. Passed by voice vote.

Police Shooting Range
Lean-To Bid Award

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

Councilmember Puvogel moved to approve this contract. His motion was seconded by Councilmember Brooks. Discussion was opened – Grant covers all costs. Passed by voice vote.

K Street Pump Station
Motors and Pumps Bid
Award

Staff recommend that the Council authorize the purchase from Granich Engineered Products Inc., totaling \$424,520.51 which includes Washington State Sales Tax.

Councilmember Hinchin moved to approve this purchase. His motion was seconded by Councilmember Brooks. Discussion was opened. Passed by voice vote.

Mayors Reports

Loggers Playday

Thank you to all the volunteers and employees.

July 4, 2026

250 Year Celebration. Should we have a public fireworks display?

Haunted Hoquiam – Trunk
or Treat

If you would like to host this event reach out to the city for your next steps.

Council Retreat

This year was wrapped around safety. It was great!



CITY OF HOQUIAM

September 8, 2025

City Council Meeting Minutes

Equestrian Student	Mayor Winkelman recognizes our only Equestrian Student – Emme Conley at Hoquiam High School.
Council Reports	
Councilmember Larsen	Buddy Moos will be hosting a Trunk or Treat this year.
Councilmember Brooks	Commented on the Council Retreat.
Councilmember Puvogel	Grays Harbor Pride Prom is September 12, 2025, at 7PM at Events on Emerson. The festival is Saturday in Aberdeen.
Councilmember Gillis	Council has a flyer with a QR code, this is an invitation only event for MyTOWN Coalition.
Councilmember Pauley	Spoke on Loggers Playday and Eldon Bargewell Park being on a podcast.
Councilmember Anderson	Hoquiam Beautification Team did great this year!
LEGAL BUSINESS	
Ordinances	
National Electrical Code 2023	An Ordinance relating to building regulations; adopting the “National Electrical Code, 2023 Edition”. Councilmember Puvogel moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.
Public Records 2025	An Ordinance relating to Public Records, amending Section 1.24.100 to the Hoquiam Municipal Code. 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.
International Property Maintenance Code	An Ordinance relating to building regulations and dangerous buildings; adopting amendments to the “International Property Maintenance Code”. Councilmember Brooks moved to adopt the Ordinance, and his motion was seconded by Councilmember Hinchey. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.



CITY OF HOQUIAM

September 8, 2025

City Council Meeting Minutes

Building Code Council
Repeal

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

No Resolutions were Presented.

Other Legal

HDR – T3 Utilities Design
Amendment to Agreement

This agreement amends the original agreement. Councilmember Brooks moved to approve this change in the agreement, and his motion was seconded by Councilmember Pauley. Passed by voice vote.

MOU with WSDOT for
Active Transportation
Planning

Councilmember Puvogel moved to approve this MOU, and his motion was seconded by Councilmember Brooks. Discussion followed and was passed by voice vote.

OLD BUSINESS

Rezoning

Councilmember Reid asked for an update on the rezoning. Mr. Shay stated that it had been discussed with staff and consultants. It is being sent to the Planning Commission.

NEW BUSINESS

Public Hearing – Demolish
509 Simpson Ave.

Councilmember Puvogel moved to schedule a Public Hearing on October 13, 2025, at 7PM in the Council Chambers to establish cost. Councilmember Pauley supported and passed by voice vote.

Councilmember Absences

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

Fireworks at Loggers
Playday

Councilmember Thornton asked the reasoning why there were no fireworks at Loggers Playday. The committee applied for fireworks but did not follow through with permits.



CITY OF HOQUIAM

September 8, 2025

City Council Meeting Minutes

Public Safety Committee	Councilmember Reid states there will be a report presented qat the next meeting.
SECOND PUBLIC COMMENT	
Damien Calstom – M Street	Spoke on the water bill.
Chris Gunderson - Cleavland	Spoke about a tree blocking a stop sign at K and 6 th . Spoke on the Great Shake Out and the Loggers Playday fireworks.
EXECUTIVE SESSION	No Executive Session was held.
ADJOURN	Councilmember Puvogel moved to adjourn the meeting at 8:01 p.m. and his motion was seconded by Councilmember Nelson and passed by voice vote.
	<hr/> BEN WINKELMAN – Mayor
	<hr/> KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

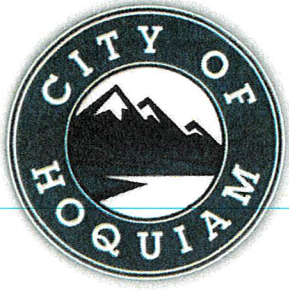
Date: September 22, 2025

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

We hereby recommend approval of the following:

Claims Check Numbers	<u>105991</u>	through	<u>106207</u>	<u>\$1,567,746.06</u>
Claims Auto Pays & EFTs	<u>798</u>	through	<u>803</u>	<u>\$42,011.89</u>
Payroll Check Numbers	<u>31254</u>	through	<u>31283</u>	<u>\$235,577.98</u>
Payroll Payments via ACH				<u>\$571,347.00</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension				<u>\$294,698.00</u>

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



Request for Release of Timber Sale Bonds

Date September 4, 2025

Contractor Chehalis Valley Timber Inc.

Timber Sale Title Hoq-TS-2024-01

The above named contractor has satisfactorily completed the timber sale listed above. It is recommended that the Finance Department be authorized to release the Performance and Payment bonds, if any, and refund the balance of any remaining deposits.


City Administrator



HOQUIAM CITY COUNCIL
PUBLIC SAFETY & LAW COMMITTEE REPORT

DATED: Sept 8, 2025, 2025.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

WE, YOUR PUBLIC SAFETY AND LAW COMMITTEE, RECOMMEND:

Creating a NO PARKING ZONE ^{with signs} extending from the corner of 25th
eastward on Summer for 100 feet. Moving the speed monitoring
signs from Riverside to Summer Ave near Ontario. Install crosswalk
lights and signage across Summer at the corner of 25th

SIGNED:

Elizabeth Reid

Elizabeth Reid, Chair

Denise Anderson

Denise Anderson

Robert Gillis

Robert Gillis

Brandon Pauley

Brandon Pauley

Steven Puvogel

Steven Puvogel

[] SEE ATTACHED STAFF REPORT OR OTHER DOCUMENT



HOQUIAM CITY COUNCIL PUBLIC SAFETY & LAW COMMITTEE REPORT

DATED: Sept 8, 2025, 2025.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

WE, YOUR PUBLIC SAFETY AND LAW COMMITTEE, RECOMMEND:

that an RV parking area on Emerson abutting
Bargwell Park NOT be approved. We are citing
visibility issues for cross traffic.

SIGNED:

Elizabeth Reid

Elizabeth Reid, Chair

Denise Anderson

Denise Anderson

Robert Gillis

Robert Gillis

Brandon Pauley

Brandon Pauley

Steven Puvogel

Steven Puvogel

[] SEE ATTACHED STAFF REPORT OR OTHER DOCUMENT



HOQUIAM POLICE DEPARTMENT

215 Tenth Street, Hoquiam Washington 98550

Joe Strong, Chief of Police

September 16, 2025

OFFICER'S REPORT

Purchase of Headsets for SRT Members

Since 2012, the Hoquiam Police Department has been part of a multi-agency tactical unit, the Aberdeen Regional Special Response Team. This team is comprised of officers from the Aberdeen, Hoquiam, and Montesano Police Departments, as well as deputies from the Grays Harbor County Sheriff's Office. There are two components to the team, the tactical unit and the crisis negotiators. In addition, the team has a volunteer medic who responds to all callouts and planned events. He is a licensed Physician's Assistant (PA) who specializes in emergency medicine. The team responds to high-risk incidents around the county, such as armed barricaded subjects, hostage situations, and high-risk warrant services, including serving warrants for the Grays Harbor Drug Task Force.

As part of participating in the multi-agency unit, the member departments have committed to providing specialty equipment to their assigned officers. This is equipment that would not normally be used by officers in their regular assignments (patrol, detectives, etc.). One of the most critical aspects of a tactical team is the ability to communicate with each other and the incident command. A tactical team may operate in a chaotic and noisy environment. They may deploy distraction devices (commonly known as flash-bangs or flash-crashes) that emit a very loud, disorienting noise and bright flash, members may be exposed to gunfire in a confined space, explosions, and other sounds that could hinder communication and damage hearing. From experience, I have permanent hearing damage from an explosion triggered by a suspect on an SRT call-out several years ago when I was part of the team.

To mitigate the risks associated with hindered communication and the possibility of hearing damage, the SRT leadership has selected an over-the-ear headset that allows officers to hear radio traffic, enhances the ability to hear sounds at a safe volume, and protects hearing from loud sounds. The other agencies have already purchased the devices for their members. The Hoquiam Police Department requests the ability to purchase headsets for the four HPD members of the Special Response Team.

REQUESTED ACTION ITEMS:

The police department is requesting to use \$5,183 of drug funds to purchase four sets of INVISIO T7 headsets to be assigned to the HPD members of the Aberdeen Regional Special Response Team.

Respectfully,


Lieutenant Jeff Salstrom

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



Washington State Accredited Law Enforcement Agency



Quote

Quote No. SQ-US017206	Customer No. US-9943	Date 08/25/2025	Page 1 / 1
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Ship-to Address
 Hoquiam Police Department
 215 10th Street
 Hoquiam, WA 98550
 USA

Sell-to Address
 Hoquiam Police Department
 215 10th Street
 Hoquiam, WA 98550
 USA

Delivery Time 16- 20 WEEKS
 Payment Terms Net 30 Days
 Shipment Method
 Shipping Agent
 Salesperson Andrew Norwood

External Doc No.
 Quote version 1
 Your Reference Hoquiam PD T7BLKLFTqty4
 Quote Valid Until 11/23/2025

Item No.	Description	Qty	Unit	Unit Price	Disc. %	Net Price	Amount
INV17327	INVISIO T7 Headset, All Mounts for ARC, Left, Black - HC01 Country of origin: SE Custom tariff code: 8518300090 NSN: 5965-22-634-8188	4	PCS	1,430.00	10	1287.00	5,148.00
02	Shipping and Handling Fee Sales quote condition: This quote is conditioned upon the customer being approved in accordance with INVISIO's credit check process and upon the issuance of a written sale acknowledgement by INVISIO. Shipping: Please note that shipping will be handled by INVISIO and billed to the customer as quoted. Also note that all shipments are EXW Malmö, Sweden or EXW Hvidovre, Denmark, unless otherwise agreed. Sales tax: Sales tax may be added if no Sales tax exempt certificate is received.	1	PCS	35.00			35.00

For terms & conditions, please refer to attached General Conditions for Sale.

Invisio POC of this quote: Andrew Norwood
 E-mail: awn@invisio.com Phone No: +1 530 366 6507

Amount	Total Qty	TAX Basis	TAX %	TAX Amount	Amount Incl. TAX
5,183.00	5	5,183.00	0.00	0.00	USD 5,183.00

Address: INVISIO Communications Inc
 150 N Michigan Ave, Suite 1950
 Chicago, IL 60601
 USA
 Phone: +1-844-968-4746
 Homepage: www.invisio.com



HOQUIAM POLICE DEPARTMENT

215 Tenth Street, Hoquiam Washington 98550

Joe Strong, Chief of Police

September 16, 2025

OFFICER'S REPORT

Patrol Vehicle Purchase

The department budgets to replace one patrol vehicle per calendar year in order to keep up with vehicle attrition and minimize high mileage repair costs. We anticipate the state bid opening within the next month.

Vehicle 309, a 2018 Ford Explorer, has approximately 120,000 miles and is near the end of its efficient life cycle as its maintenance has increased significantly.

There are adequate funds available in the New Police Vehicle Purchase budget. Although the 2025 State Bid pricing has not been released, the estimate based on previous years would be \$52,914. Equipment to outfit a new vehicle totals \$28,635. The total for a fully equipped 2025 SUV patrol vehicle (fully equipped) is approximately \$81,549.

REQUESTED ACTION ITEMS:

- The department is requesting the City Council approve the purchase of a new patrol car vehicle off available State Bid pricing using budgeted funds.
- The department is requesting the City Council declare vehicle #309 as surplus and sell it either through public auction or to another public safety entity (in the "as-is" condition).

Respectfully,

Joe Strong, Chief of Police



ORDINANCE NO. 2025 – _____

AN ORDINANCE relating to parking on Sumner Avenue; amending Section 7.80.030 of the Hoquiam Municipal Code.

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

SECTION 1. Section 7.80.030 of the Hoquiam Municipal Code is amended to read as follows:

7.80.030 Schedule III – Parking prohibited at all times on certain streets.

In accordance with HMC 7.60.030, and when signs are erected giving notice, no person shall at any time park a vehicle upon the following described streets or parts of streets:

- (1) Northeast side of L Street from 7th Street to 1st Street;
- (2) East side of Ontario Street, from the intersection of Sumner Avenue and Ontario Street southerly, adjacent to Lots 10 through 16, and Lot 17 less the south six inches, Block 42, Ontario Addition to Hoquiam;
- (3) North side of Pacific Avenue from 28th to 30th Street;
- (4) East side of Ontario Avenue from Pacific Avenue to Railroad;
- (5) North/south alley between Simpson and Aberdeen Avenue in Block 47, Ontario Addition to the city of Hoquiam;
- (6) East side of 20th Street north of Sumner Avenue;
- (7) North side of Simpson Avenue from east approach of Simpson Avenue Bridge to 20th Street;
- (8) West side of Lincoln Street from Eklund Avenue to Emerson Avenue;
- (9) West side of Lincoln Street for a distance of one hundred feet south from intersection of Lincoln Street and Perry Avenue (1300 Block of Lincoln Street);
- (10) East side of Lincoln Street for a distance of fifty feet south from intersection of Lincoln Street and Perry Avenue (1300 Block of Lincoln Street);
- (11) East side of Lincoln Street from intersection of Fifth Street and Lincoln Street to Eklund Avenue;
- (12) North side of West Emerson from Adams Street to Blaine Street;
- (13) South side of Emerson Avenue for a distance of one hundred feet east from intersection of

Third Street and Emerson Avenue;

(14) Simpson Avenue from Eighth Street to Tenth Street;

(15) North side of Simpson Avenue from 22nd Street to 23rd Street;

(16) South side of Simpson Avenue from the intersection of Ontario Street and Simpson Avenue west to the alley between 24th Street and 25th Street;

(17) North and south sides of Sumner Avenue one hundred feet east from the intersection with the east line of 22nd Street and one hundred feet west from the intersection with the west line of 22nd Street;

(18) East side of Adams Street for a distance of two hundred feet north from the intersection of Maple Street and Adams Street;

(19) The south side of Bay Avenue from the east line of 22nd Street to the west line of 24th Street;

(20) The north side of Bay Avenue from the east line of 23rd Street to the west line of 25th Street;

(21) Simpson Avenue, both sides, from 8th Street to a point one hundred thirty feet northwesterly from said intersection;

(22) The southeasterly side of 8th Street from Simpson Avenue to J Street;

(23) The southwest side of N Street from 8th Street to Emerson Avenue;

(24) West side of Lincoln Street for a distance of one hundred forty feet south from intersection of Lincoln Street and Perry Avenue;

(25) South side of 16th Street from Riverside northeasterly ninety feet;

(26) South side of Perry Avenue from Laurel Street to Lincoln Street;

(27) Both alleys in Block 37, Ontario Addition to the city of Hoquiam;

(28) East side of Monroe Street from Eklund Avenue to Chenault Avenue;

(29) Northeast side of J Street from 6th Street to Emerson Avenue;

(30) The northeasterly and southwesterly sides of Riverside Avenue from 20th Street to 6th Street Bridge;

(31) The northeasterly side of Simpson Avenue from the southwesterly side of 6th Street to a

point thirty-two feet northwesterly;

(32) West side of Spencer Street for a distance of one hundred feet north of Emerson Avenue;

(33) Spencer Street from Emerson Avenue to Karr Avenue;

(34) South side of Simpson Avenue for a distance of one hundred fifty feet west from 30th Street;

(35) South side of Bay Avenue beginning the southeast corner of Bay Avenue and 28th westerly three hundred feet;

(36) North side of Emerson Avenue from Spencer Street westerly to a point one hundred feet west of the westerly margin of Spencer Street;

(37) The northeasterly side of H Street between Emerson Avenue and Fifth Street;

(38) West side of Burns Street beginning at Perry Street and extending north a distance of one hundred fifty feet to the southeast corner of Lot 1 Block 2, Burn's Subdivision to the city of Hoquiam;

(39) North side of Emerson Avenue from the intersection of Emerson and Lincoln, west a distance of eighty feet;

(40) East side of South Adams Street, from Alder Street to Maple Street;

(41) The northwesterly side of 7th Street, one hundred twenty feet west from the intersection of K Street and 7th Street;

(42) On the north side of Simpson Avenue, one hundred fourteen feet west from the northwestern corner of the intersection of 25th Street and Simpson Avenue, and seventy-six feet east from the northeastern corner of the intersection of 25th Street and Simpson Avenue;

(43) On the south side of Simpson Avenue, one hundred thirty-two feet west from the southwestern corner of the intersection of 25th Street and Simpson Avenue, and sixty-one feet east from the southeastern corner of the intersection of 25th Street and Simpson Avenue;

(44) The west side of Monroe Street beginning at the south line of Chenault Avenue and extending south a distance of fifty feet;

(45) The north side of Chenault Avenue beginning at the east line of Monroe Street and extending east a distance of seventy-three feet;

(46) The south side of Chenault beginning at the west line of Tyler Street and extending a distance of one hundred fifty feet;

(47) The west side of Tyler Street beginning at the south line of Washington Avenue and extending a distance of fifty feet;

(48) The east side of Tyler Street beginning at the south line of Washington Avenue and extending a distance of one hundred fifteen feet;

(49) The south side of Bay Avenue beginning one hundred fifty feet west of the west line of 27th Street to one hundred fifty feet east of the east line of 27th Street;

(50) The northeasterly side of Levee Street from 8th Street to 9th Street, except for the handicap parking space located there;

(51) The west side of Spencer Street, between Chenault Avenue and Emerson Avenue. The stopping or standing of a vehicle shall also be prohibited in this area;

(52) The south side of Bay Avenue beginning at the east line of 28th Street and extending a distance of one hundred fifty feet;

(53) The north side of Sumner Avenue beginning at the east line of 25th Street and extending a distance of one hundred feet;

(54) The south side side of Sumner Avenue beginning at the east line of 25th Street and extending a distance of one hundred feet.

ADOPTED by the Mayor and City Council on September 22, 2025.

BEN WINKELMAN – MAYOR

ATTEST:

CORRINE SCHMID – FINANCE DIRECTOR

PUBLISHED:

RESOLUTION NO. 2025 – 10

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 City of Hoquiam has in its possession several items which are broken, inoperable and unrepairable, and which the City and the Fire Department have determined are not material to nor needed in the operation of 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. The items listed on the attached list, which is marked “Exhibit A” and incorporated herein by reference, are inoperable and unrepairable, have no material value, and are hereby declared to be surplus and no longer material to nor needed in the operations of the City of Hoquiam or the Hoquiam Fire Department.

SECTION 2. The Finance Director is hereby authorized and instructed to discard, dispose or “scrap” the items listed in Section 1 above, which have no material value.

ADOPTED by the Mayor and City Council on September 22, 2025.

BEN WINKELMAN – Mayor

ATTEST:

CORRINE SCHMID – Finance Director

Tag #	Dept	Item Description	Brand	Model	Serial Number
FIRE HOSE					
5"					
2009-01	Fire	5"	Pro-Flow		
2010-01		5"			
2010-02	Fire	5"	Pro-Flow		
2016-03	Fire	5"	Pro-Flow		Key Hose
2.5"					
2008-13	Fire	2.5"	Eco-10		
2008-14	Fire	2.5"	Eco-10		
2008-15	Fire	2.5"	Eco-10		
2009-08	Fire	2.5"	Eco-10		
1.75"					
2005-09	Fire	1.75"			
2006-07	Fire	1.75"			
2006-12	Fire	1.75"			
2006-16	Fire	1.75"			
2008-02	Fire	1.75"			
2008-04	Fire	1.75"			
2008-06	Fire	1.75"			
2008-09	Fire	1.75"			
2008-10	Fire	1.75"			
2010-11	Fire	1.75"			
0000007	Fire	Camera, Digital	Sony		565995
0000012	Fire	Scanner	Hewlett Packard		CN1BDACOH4
0000017	Fire	DVD/VCR	Panasonic		D31A40156
0000018	Fire	Camera, Digital	Sony		437855
0000026	Fire	Printer	Hewlett Packard	Deskjet 932C	MY05B161KR
0000027	Fire	TV	Toshiba		65506469
0000029	Fire	Vacuum Cleaner	GE		30501918
0000030	Fire	Weed Trimmer	Homelite		HA0110923
0000031	Fire	Drill/Saw, 12V	Makita		169300/ 43633
0000038	Fire	TV	Sharp		637103
0000144	Fire	Air Compressor		Pro 4000	04J92
0000145	Fire	Bench Grinder	Master Mech (???)		32611
0000147	Fire	BBQ	Kenmore	Master Flame	9910451850
0000150	Amb	Lifepack	Medtronic	500	30261029
0000151	Amb	Lifepack	Medtronic	500	
0000152	Amb	Lifepack	Medtronic	500	13574675
0000155	Amb	Lifepack	Physio	10	
0000156	Amb	Lifepack	Physio	10	/00014375
0000157	Amb	Lifepack	Physio	10	23192
0000158	Amb	Lifepack	Physio	500	11666199
0000159	Fire	Winch	Capstan		7456
0000160	Fire	Saw	Jonsred	625	190576
0000161	Fire	Refrigerent Leak Detector	CPS		245040
0000164	Fire	Saw	Jonsred	625	70020
0000166	Fire	Air Hammer	Snap-On		922402
0000167	Fire	Infrared Thermometer	VEI		9023524
0000167	Fire	Infrared Thermometer	VEI		9023524
0000451	Fire	Speaker System, Portable	Anchor		H30012999

EXHIBIT A

0000452	Fire	Copier	Sharp		35079597
0000455	Fire	Wet/Dry Shop Vac.	Crusader	5-105	7651
0000462	Fire	Monitor, Flat Panel	Envision		1203ABA004498
0000465	Fire	Cardiosystems	AED		72197
504	Fire	Digital Camera	Hewlett Packard	Photosmart	CN58K23021
0000505	Fire	Digital Camera	Hewlett Packard	Photosmart	CN58J231R9
0000507	Fire	Digital Camera	Hewlett Packard	Photosmart	CN58C211X13
581	Fire	GPS	Garmin	Etrex	13S002559
582	Fire	GPS	Garmin	Etrex	13S002561
0000602	Fire	Radio, Portable	Motorola	HT1000	402TCS7294Z
0000603	Fire	Radio, Portable	Motorola	HT1000	402AWNF312Z
0000606	Fire	Radio, Portable	Motorola	HT1000	402TBW2057Z
0000607	Fire	Radio, Portable	Motorola	HT1000	402AXS5279Z
0000608	Fire	Radio, Portable	Motorola	HT1000	402AWNF333Z
0000609	Fire	Radio, Portable	Motorola	HT1000	402TCL4044Z
0000610	Fire	Radio, Portable	Motorola	HT1000	402TBW2063Z
0000611	Fire	Radio, Portable	Motorola	HT1000	402TBW2050Z
0000613	Fire	Radio, Portable	Motorola	HT1000	402TBW2052Z
0000616	Fire	Radio, Portable	Motorola	HT1000	402AXS5242Z
0000617	Fire	Radio, Portable	Motorola	HT1000	402AXS5332Z
0000622	Fire	Radio, Portable	Motorola	HT1250	749TGA9105
0000625	Fire	Radio, Portable	Motorola	HT1250	749TZG6686
0000627	Fire	Radio, Portable			29V950939
0000628	Fire	Radio, Portable			59v070567
0000630	Fire	Radio, Portable	Motorola	HT1250	749HFAQ034
0000631	Fire	Radio, Portable	Motorola	HT1250	749TGJY900
0000697	Amb	Printer, Laserjet	Hewlett Packard	P2035	CNB9G47223
0000705	Fire	Portable Radio	Motorola	HT 1000	402AWNF333Z
0000707	Fire	Portable Radio	Motorola	XTS 1500	687THS0264
0000708	Fire	Portable Radio	Motorola	XTS 1500	687THS0269
0000709	Fire	Portable Radio	Motorola	XTS 1500	687CJF1758
0000710	Fire	Portable Radio	Motorola	HT 1000	402TCC2895 Z
0000763	Amb	Ventilator	ParaPac	500-A5130/NUS	1301207
0000779	Amb	Life Pak	Physio Control	2007 LP-12	3593520Z
958	Amb	Dell computer	Dell	I5-9500 256/8wp	D1GZ513
959	Amb	Dell computer	Dell	I5-9500 256/8wp	D1KS513
960	Fire	Dellcomputer	Dell	I5-9500 256/8wp	D1KZ513
961	Fire	Dell computer	Dell	I5-9500 256/8wp	D1QT513
982	fire	Ipad	Apple	Air WI-FI 64g gray	DMPCPJ1FLMPD
983	fire	Ipad	Apple	Air WI-FI 64g gray	DMPCM001LMPD
1407	Fire	Computer Tower	Dell		D4QT513
1409		Monitor	Envision	22"	K3881CA005375
1415		Laminator	Fellows	Saturn 95	CRC52132
1440		Lateral Portable Suction Unit			1904080128
1513	fire	attic ladder	Duo Safety		
1514	fire	roof ladder	Duo safety		
1517	fire	attic ladder	Duo Safety		
1518	fire	roof ladder	Duo Safety		
1519	fire	extension ladder	Duo Safety		
	Fire	Bunker Jacket	Globe	Gxtreme	2537332
	Fire	Bunker Jacket	Globe	Gxtreme	3119401
	Fire	Bunker Jacket	Globe	Gxtreme	2100812

	Fire	Bunker Jacket	Globe	Gxtreme	3119409
	Fire	Bunker Jacket	Globe	Gxtreme	3277577
	Fire	Bunker Jacket	Globe	Gxtreme	3119398
	Fire	Bunker Jacket	Globe	Gxtreme	3119414
	Fire	Bunker Jacket	Globe	Gxtreme	2465703
	Fire	Bunker Pant	Globe	Gxtreme	3119441
	Fire	Bunker Pant	Globe	Gxtreme	3119432

CITY of HOQUIAM
AMBULANCE SERVICES AGREEMENT
GRAYS HARBOR FIRE DISTRICT NO. 8

THIS AGREEMENT is entered into between Grays Harbor County Fire District NO. 8, (District) and the City of Hoquiam, a municipal corporation of the State of Washington (City). This agreement is entered into under the authority of RCW 52.12.031.

WHEREAS it is necessary and desirable for the parties to enter into such an agreement with respect to ambulance services.

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. The City of Hoquiam Fire Department has available the equipment and personnel necessary to provide to the District advanced life support services, basic life support services, in addition to other emergency medical services including emergency ambulance transport, on a case-by-case basis.
2. The District at times does not have available the personnel necessary to provide advanced life support services, basic life support services or emergency ambulance transport.
3. In the event of a medical emergency in which City personnel are dispatched to render ambulance services to the District, for each time that the District requests that the City Ambulance meet them en-route, the charge shall be \$605.85 provided the exchange is not further than the Grays Harbor County Shop, 1623 Ocean Beach Road (Ocean Beach Road M.P #10), or SR 109 M.P #14. Any response past this mark, an additional \$100 will be assessed to the District. The District will not be charged provided the Hoquiam Ambulance is cancelled prior to leaving the City boundary line. The District will receive a \$100 credit for supplies when they meet the Hoquiam Ambulance enroute and provide a patient report that includes a list of supplies used. In the event that the District is transporting the patient on behalf of the Quinault Indian Nation and it becomes necessary to transfer the patient to a City ambulance en-route, the District shall be charged this fee for ambulance services. The City shall bill the District on a quarterly basis, and the District shall pay the amount billed within thirty (30) days of submission of a billing statement or invoice.
4. The per call fee shall be increased each year in proportion to the increase in the Consumer Price Index, July to July, West (CPI-U) All Consumers, for the previous year. Under no circumstances will the per-call fee be decreased.
5. The City shall determine on a case-by-case basis whether it has the equipment and personnel available to respond to a medical emergency within the District. The District understands and agrees that this agreement to provide ambulance services in the district's

geographical area on a case-by-case basis at the discretion of the City does not create a special duty upon the City to any person, and that no guarantee is made nor assurance given that ambulance services will be provided by the City in a particular case. The City shall not be liable to the District or to any other party in the event that it does not have the equipment and personnel available, in its judgment, to respond to a medical emergency within the District, or in the event that the City does not respond to a call for emergency medical services for any other reason.

6. The parties each agree to hold harmless and indemnify the other party from any loss, claim or liability arising from or out of the negligent or tortious actions or inactions of its own employees related to emergency medical services performed in the District's geographical area. Such liability shall be apportioned among the parties, or other parties found to be at fault, in accordance with the laws of the State of Washington. Nothing herein shall be interpreted to limit the ability of a party to exercise any right, defense or remedy which a party may have with respect to third parties or an employee whose action or inaction gives rise to loss, claim or liability including but not limited to an assertion that the employee was acting beyond the scope of his or her employment.
7. The parties to this agreement shall not be precluded from entering into similar agreements with other municipal corporations.
8. Either party may terminate this agreement upon thirty (30) days written notice to the other party; and further that City may terminate this agreement upon ten (10) days written notice for non-payment.

IN WITNESS WHEREOF the parties have executed this Agreement on the date written.

CITY OF HOQUIAM

ATTEST:

Ben Winkelman- Mayor Date

Corrine Schmid- Finance Director Date

GRAYS HARBOR DISTRICT NO.8

T. Skurman 9/11/25
Commissioner Date

John Alth 9/11/25
Commissioner Date

Vivian Matsen 9/11/25
Commissioner Date



DAVE UPTHEGROVE
COMMISSIONER OF PUBLIC LANDS

**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 ONE MILLION NINETY FIVE THOUSAND U.S. Dollars (\$1,095,000) 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

forty five (45) 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 sixty (60) days from the date this transfer is approved by the Board of Natural Resources 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 shall not furnish a policy of title insurance. Purchaser may procure title insurance at its sole expense. To exercise the termination rights hereafter set out, Purchaser must obtain a preliminary commitment of title insurance (Preliminary Commitment) within twenty (20) days after the date of this Agreement. Within ten (10) days of receipt of the Preliminary Commitment, Purchaser must notify State in writing of any objections to exceptions listed on the Preliminary Commitment ("Objection Notice"). Failure to object to an exception shall be deemed an approval of such exception. State shall, without obligation, attempt to remove any exception to which Purchaser has objected within thirty (30) days of receipt of the Objection Notice ("Cure Period"). If State has not cured such objections within the Cure Period, State shall so notify Purchaser ("Notice of Non-Cure"). Within ten (10) days of receipt of the Notice of Non-Cure, Purchaser shall elect to terminate in writing this Agreement without further obligations of either party or to waive such objection(s) and proceed to Closing. Failure to notify State of Purchaser's intent to terminate shall be deemed an election to waive the right to terminate. The right of termination as provided in this Section 4 shall be Purchaser's exclusive remedy for title encumbrances. Upon election to terminate, Purchaser shall be entitled to a refund of any deposit.

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 thirty (30) 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. The Purchaser waives the right to receive seller's disclosure statements if required by RCW 64.06 for residential or commercial property. 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 or working forest. The operation of a farm or working forest involves usual and customary agricultural practices or forest 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, City Administrator
609 8th Street
Hoquiam, WA 98550
Email: bshay@cityofhoquiam.com

To State:

Department of Natural Resources
Asset Management Division
Attn: Martin McElliott, Project Manager
PO Box 47014
Olympia, WA 98504-7014
Email: martin.mcellriott@dnr.wa.gov

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 September 30, 2025, 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
_____, 2025.

Assistant Attorney General
State of Washington

EXHIBIT A
WOODLAWN – DIRECT TRANSFER

Legal Descriptions

East Hoquiam Road Parcel
Land 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
Land 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
Asset Management Division
Attn: Martin McElliott, Project Manager
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 Sec. 36, T18N, R10W

Tax Parcel Nos.: 181036110000, 518103641000

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of **ONE MILLION NINETY FIVE THOUSAND** Dollars (\$1,095,000), 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 _____, 2025.

G O V E R N O R

ATTEST: _____
S E C R E T A R Y O F S T A T E

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

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 02-106721

(Including acknowledgement and exhibit(s))