



CITY OF HOQUIAM
City Council Meeting Agenda

July 13, 2020
7:00 PM

1. **COMMUNICATIONS**
 - a. Utility Rate Study Presentation
 - b. Council Member Vacancy – Dave Cramer, John Pellegrini and David Day
2. **PUBLIC COMMENT:** For public comment please email them to twood@cityofhoquiam.com by Monday, July 13, 2020 at 10:00 AM.
3. **CONSENT AGENDA**
 - a. Council Minutes of June 22, 2020
 - b. NCIC Inmate Communications
4. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Public Safety – Beekeeping
 - b. **OFFICER REPORTS**
 1. Broadway Roadway Projects Grant
 2. Regional Fire Authority Planning Study Grant Received
 3. Fire Engine Bond Measure
 4. Wireless Access Points – In City Buildings
 5. Fire Department Update - Verbal
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
5. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 - b. **RESOLUTIONS**
 - (1) Grays Harbor County Solid & Hazardous Waste Management Plan
 - (2) 502 J Street – Hoquiam Register of Historic Places
 - (3) 1941 Riverside drive – Hoquiam Register of Historic Places
 - c. **OTHER LEGAL**
 - (1) Grays Harbor Council of Governments MOU
6. **OLD BUSINESS**
 - a. Yard of the Month
7. **NEW BUSINESS**
 - a. Appoint of Council Vacancy
8. **SECOND PUBLIC COMMENT**
9. **EXECUTIVE SESSION**
10. **ADJOURN**

Regulatory Meeting at 6:15 PM – attendance only permitted via remote live stream – this meeting will be live streaming at <https://us02web.zoom.us/j/88576384571>.

Council Meeting at 7:00 PM – attendance only permitted via remote live stream – this meeting will be live streaming at, this meeting will be recorded <https://us02web.zoom.us/j/84640910431>.



City of Hoquiam

Setting Cost-Based Utility Rates

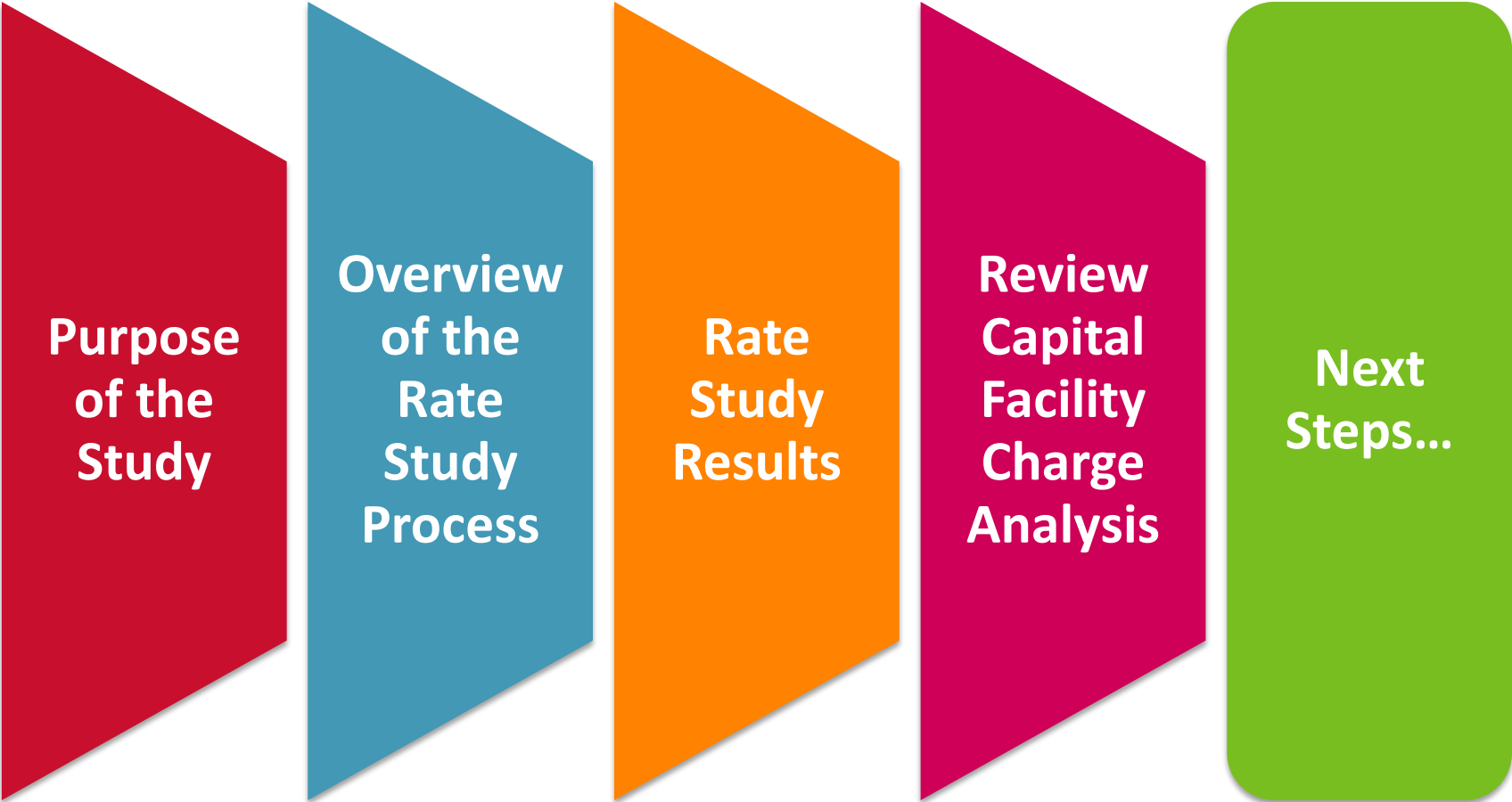
Water, Sewer, and Stormwater Rate Study

City Council Presentation
July 13, 2020



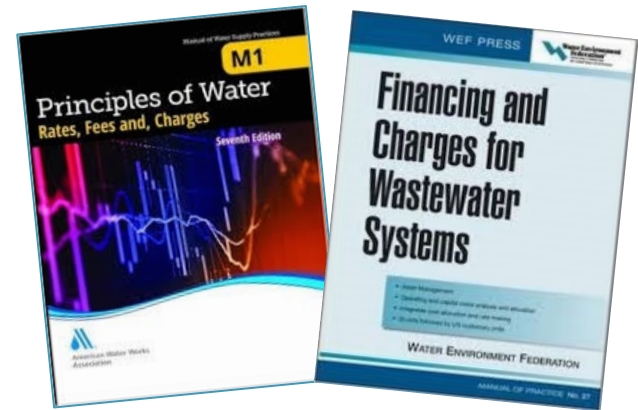
CITY OF
HOQUIAM, WA

Overview of the Presentation

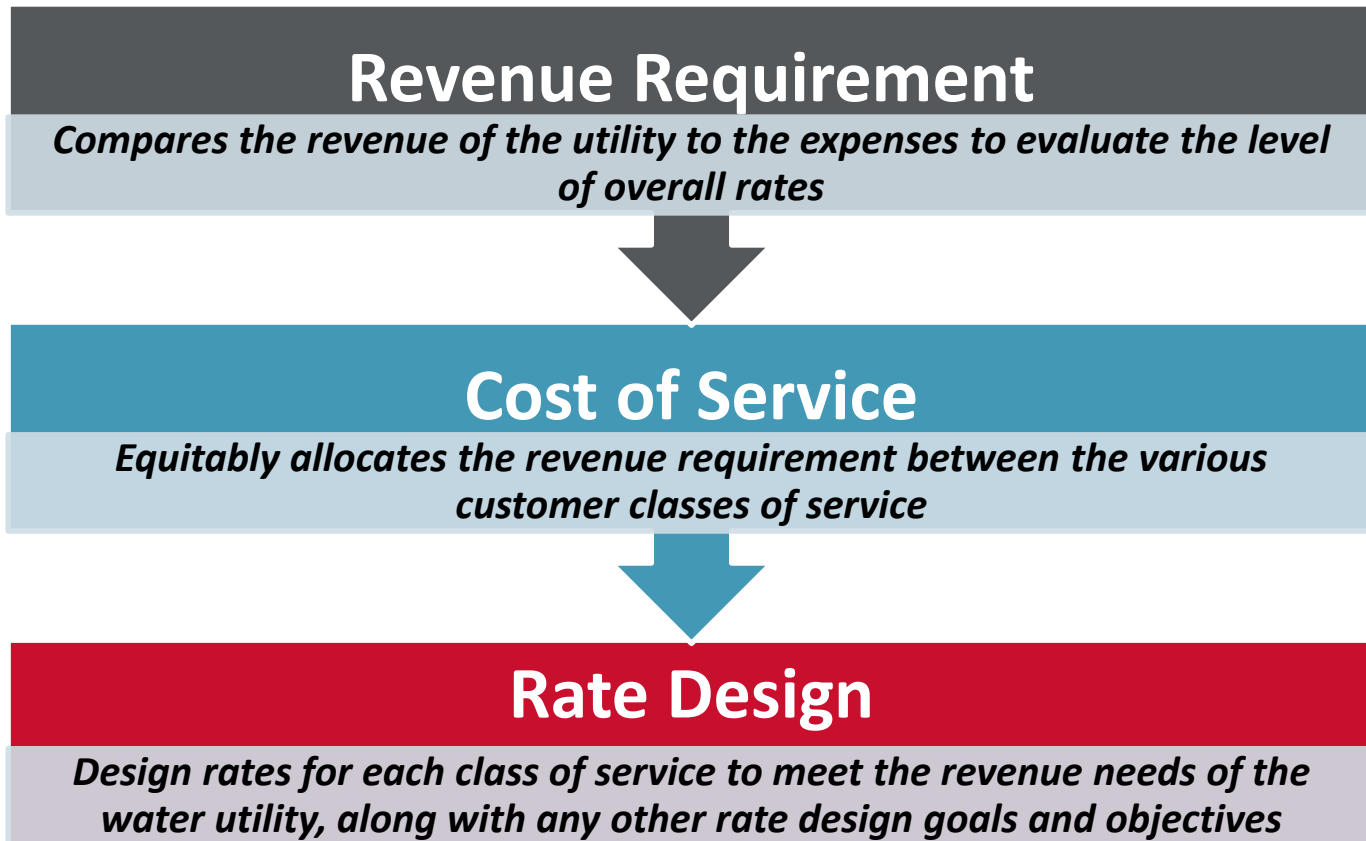


Purpose of the Study

- Provide sustainable, long-term funding for the water, sewer, and stormwater utilities
- Develop the study using generally accepted methodologies
 - Reflect the City's infrastructure and customer characteristics
 - Tailor the analyses to reflect the City's key financial policies and metrics
- Evaluate rate impacts of changing costs and characteristics
 - Calculate cost-based rates for each utility
- Review and update the existing water and sewer capital facility charges
- Develop a new stormwater capital facility charge



Developing Cost-Based Utility Rates



Revenue Requirement



Overview of the Revenue Requirement

Compares utility revenues to expenses

- Determines the level of revenue (rate) adjustment necessary

Uses prudent financial planning criteria

- Adequate funding of renewal and replacements
- Maintaining sufficient ending reserve balances

Reviews a specific time period

- Typically a five to ten year period
- Rate Setting is often 2 – 5 years

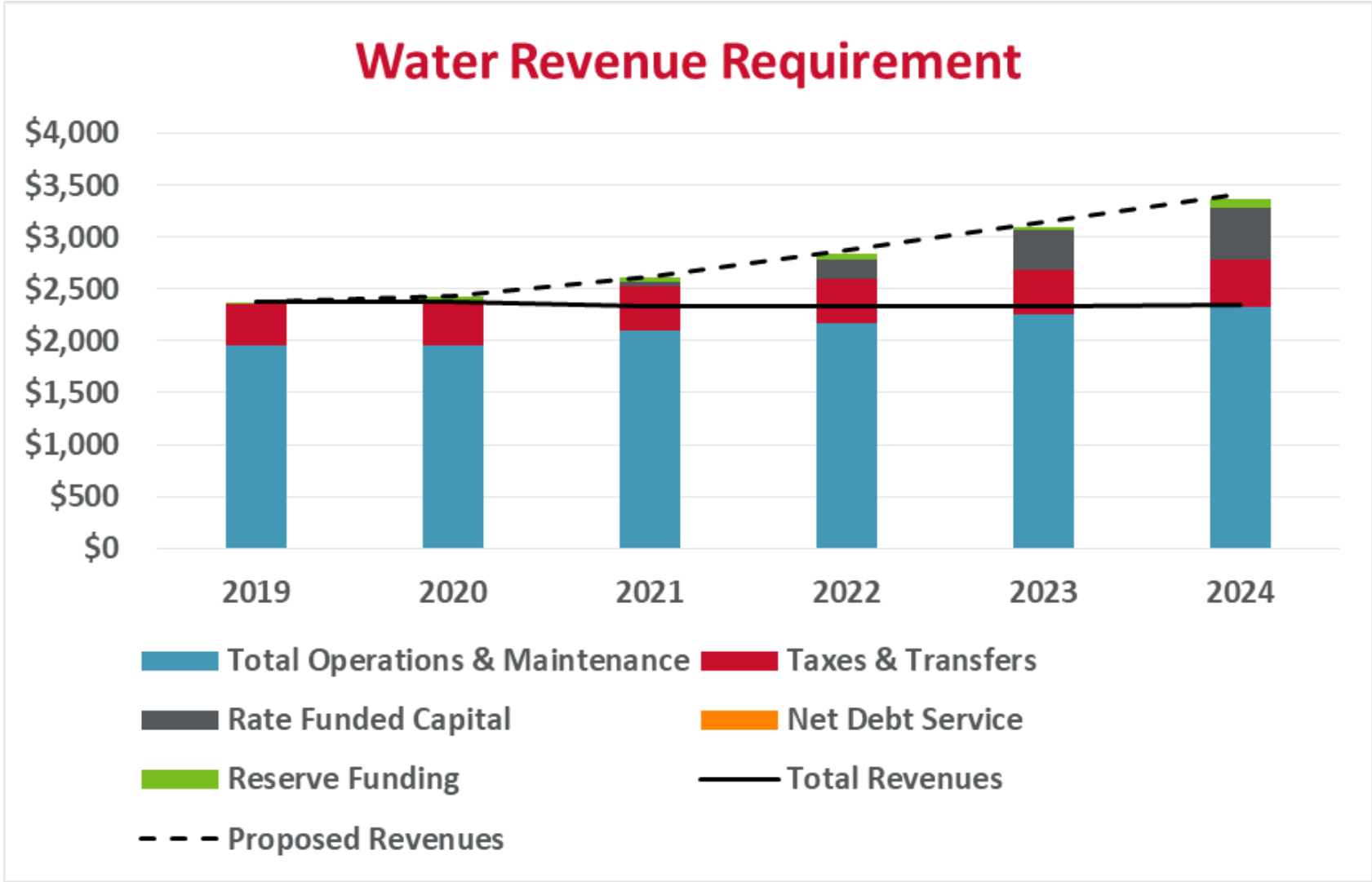
Utilities is analyzed on a “stand-alone basis”

- No transfer of funds from other City funds
- Rates need to support operations and capital

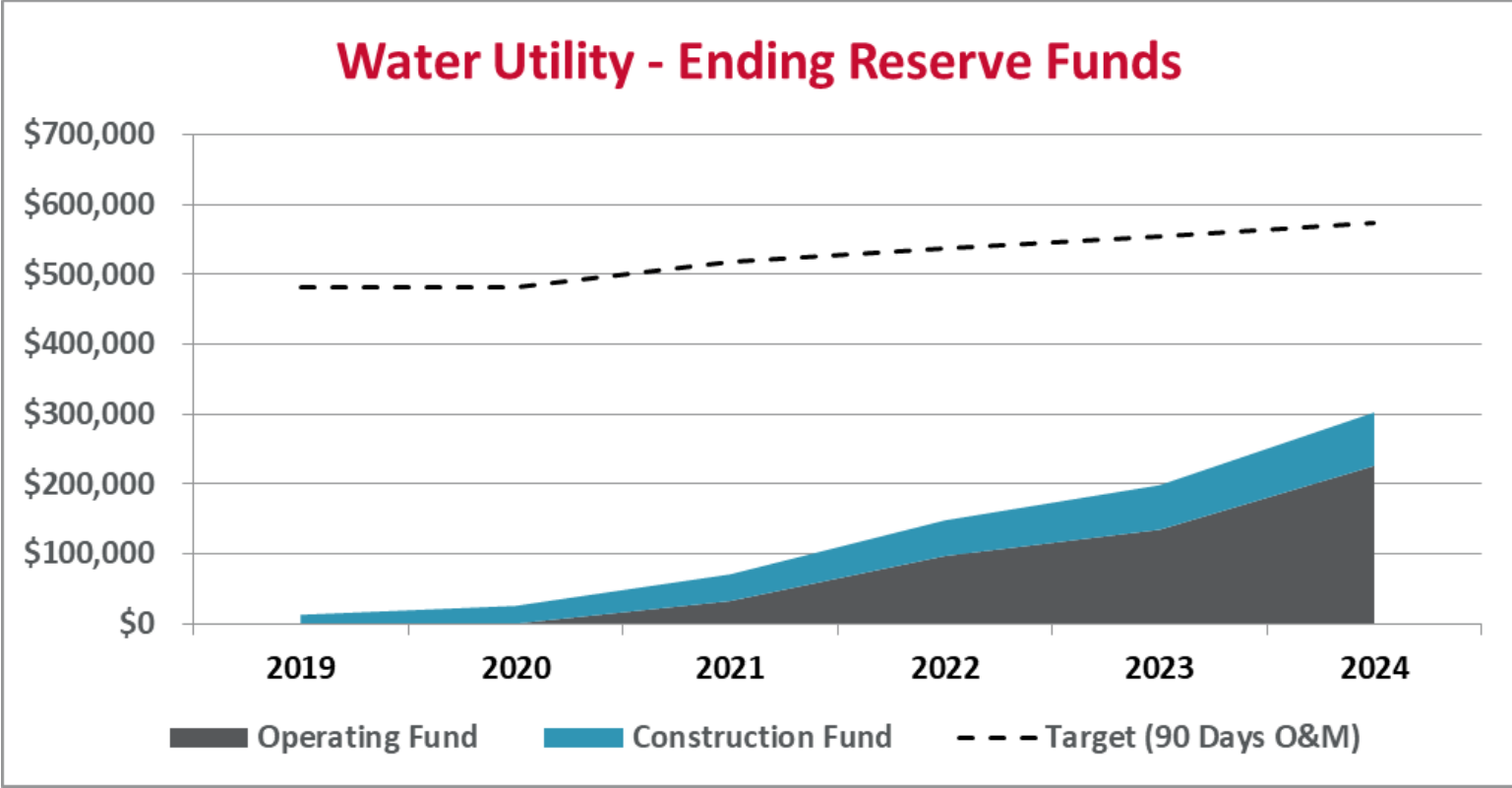
Utilizes the “cash basis” methodology

- Generally accepted method for municipal utilities

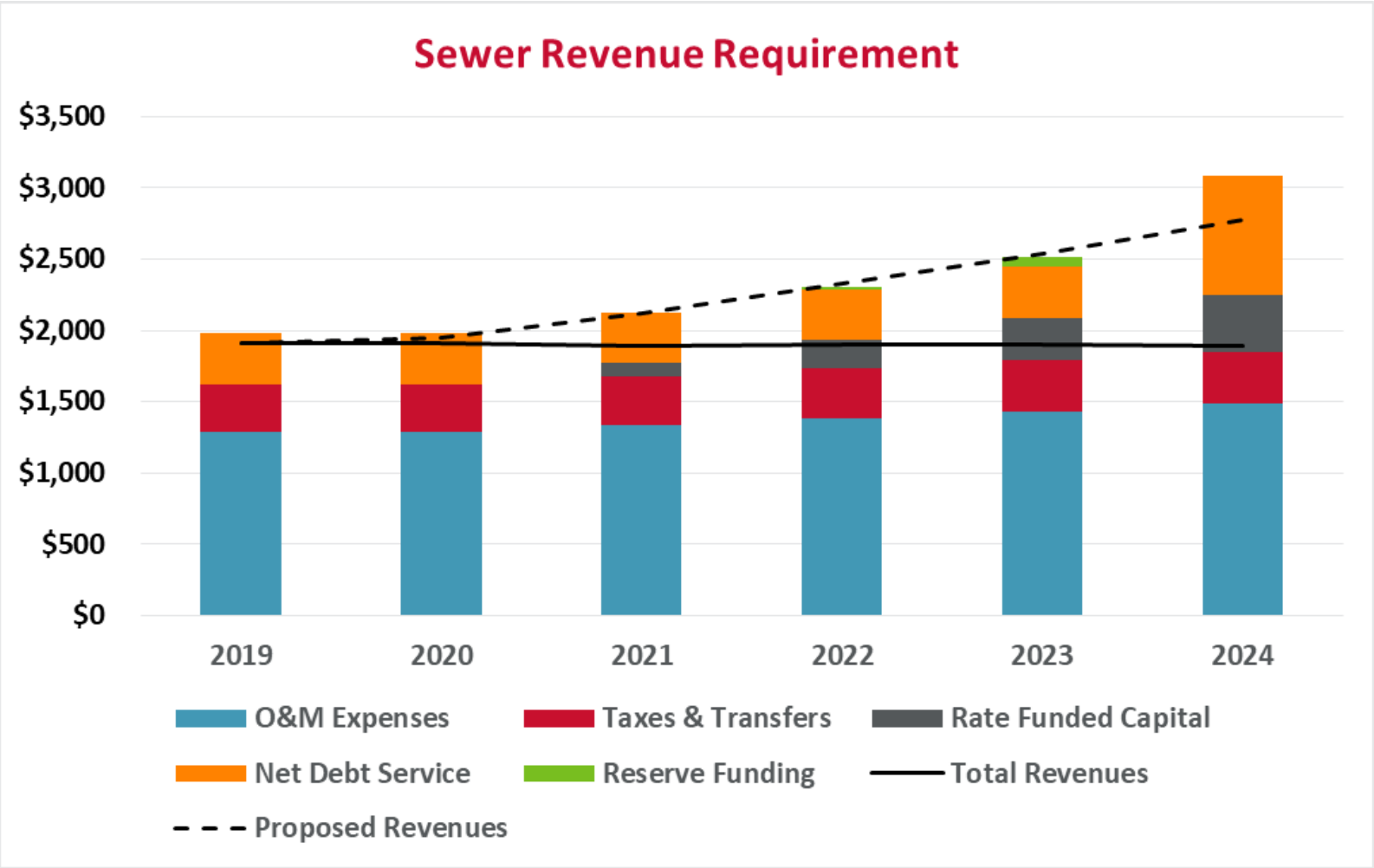
Revenue Requirement – Water (\$000s)



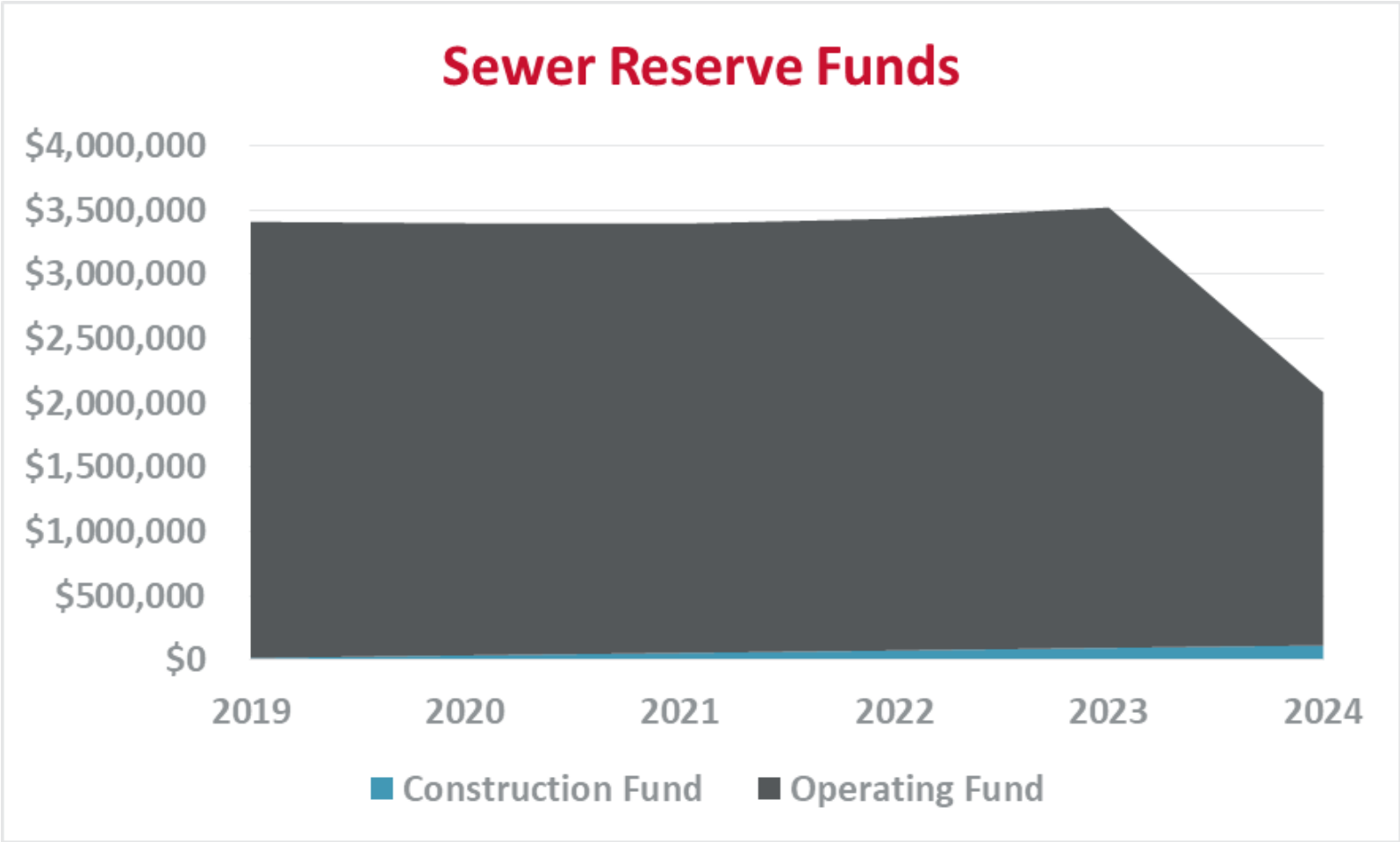
Revenue Requirement - Water



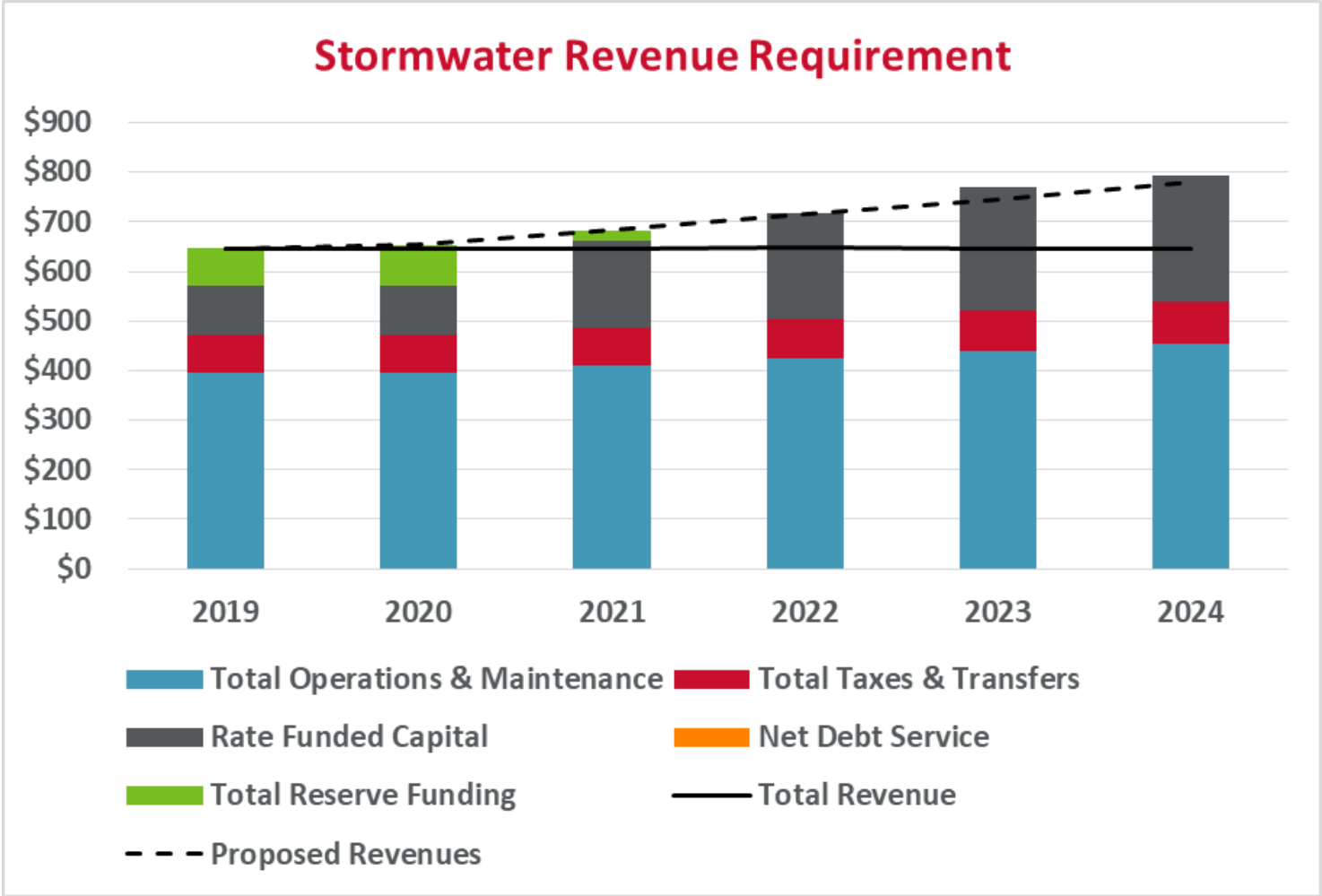
Revenue Requirement – Sewer (\$000s)



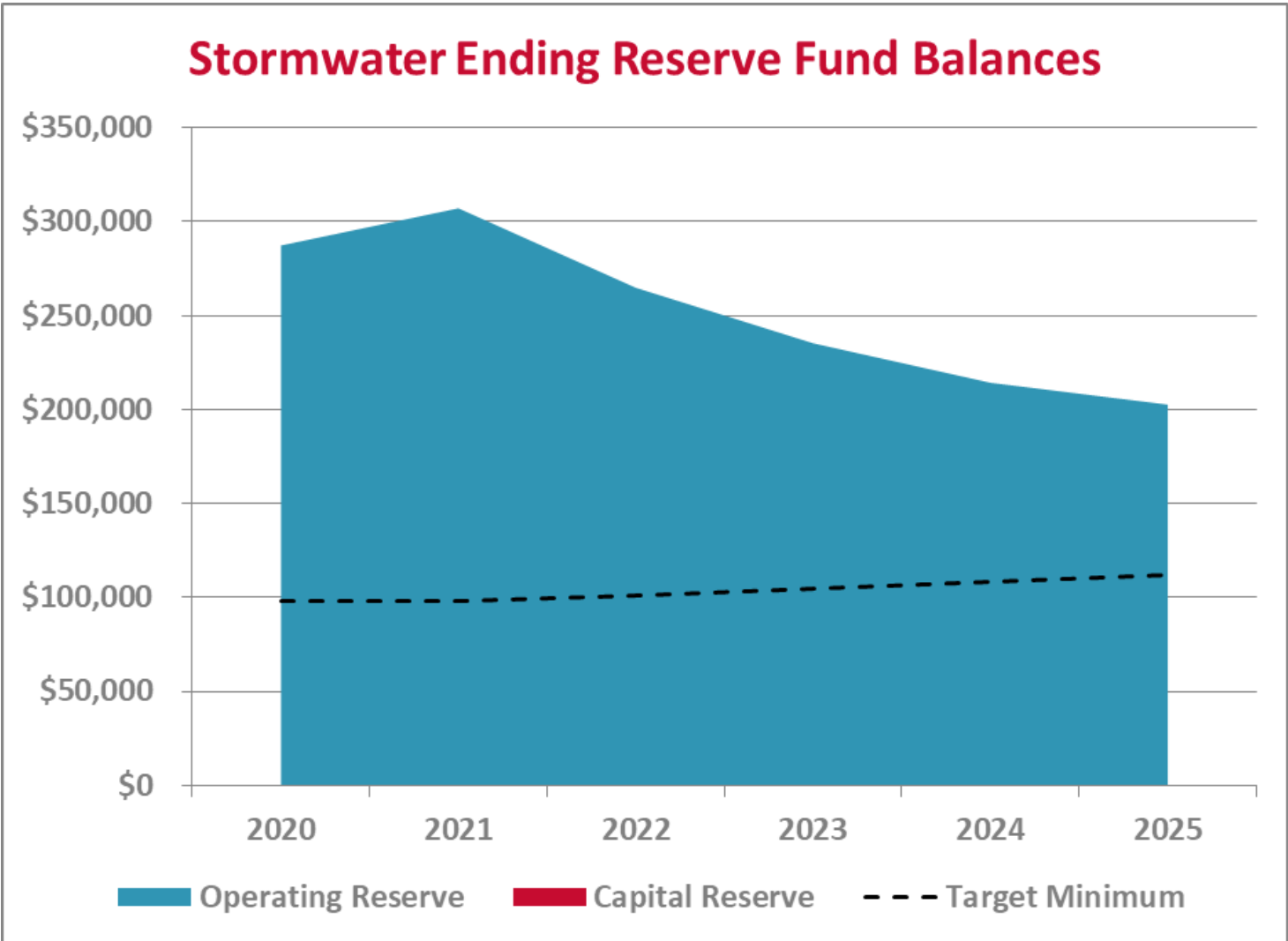
Revenue Requirement - Sewer



Revenue Requirement – Stormwater (\$000s)

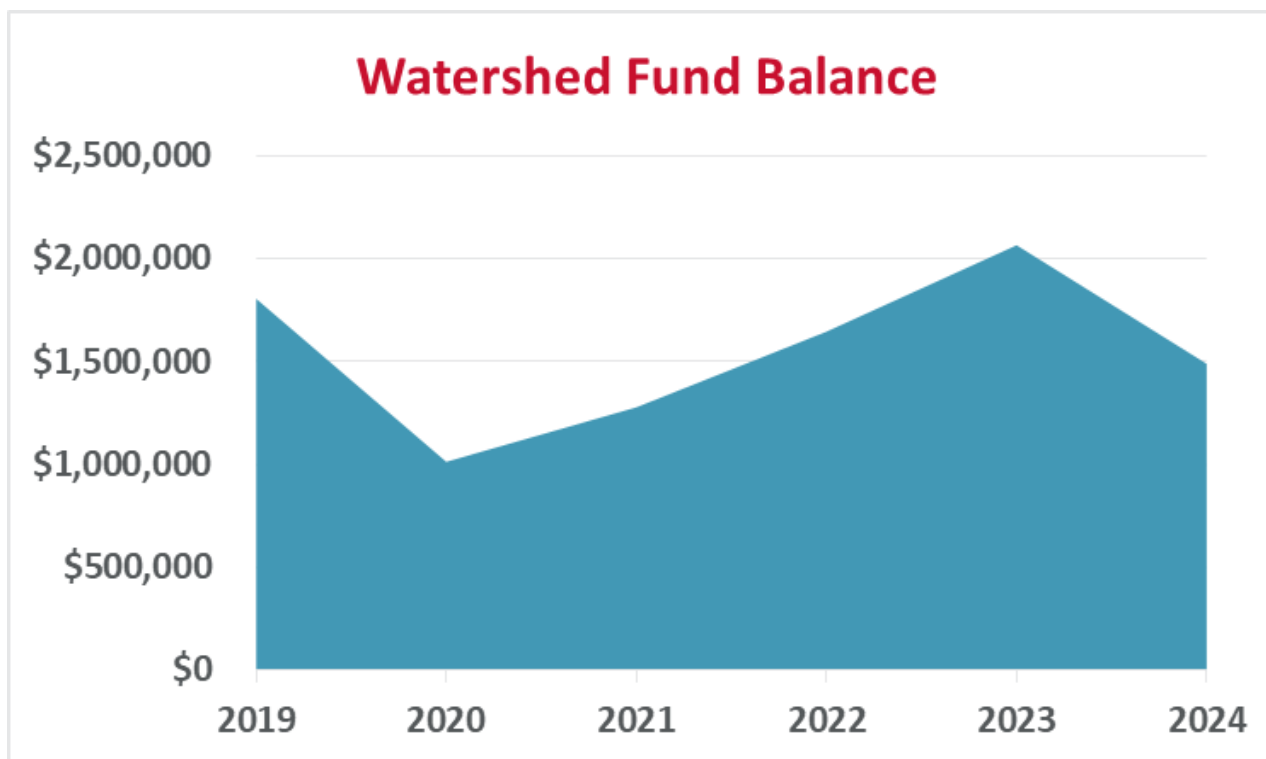


Revenue Requirement - Stormwater



Revenue Requirement – Watershed Fund Balance

- Currently used to fund annual capital commonly referred to as renewal and replacement
- Continued to use watershed fund to pay for annual water debt service payments
- Rate study transitions the function of the fund from annual R&R to large, one-time projects to offset the need for long-term debt
 - For example, contributing funding for the WWTP upgrades



Summary of the Revenue Requirement and Average Customer Bill Impacts

- Rate Adjustments are necessary
 - Funding of annual O&M, taxes, and debt service (sewer)
 - Transition to rate funding of annual capital improvements

	Present Rates	Oct. 1 st , 2020	Oct. 1 st , 2021	Oct. 1 st , 2022	Oct. 1 st , 2023	Oct. 1 st , 2024
Proposed Rate Adjustment						
Water		9.5%	9.5%	9.5%	9.5%	7.5%
Sewer		9.5%	9.5%	9.5%	9.5%	9.5%
Stormwater		4.5%	4.5%	4.5%	4.5%	4.5%
Average Single Family Monthly Bill ^[1]						
Water (3/4" mtr + 5 ccf)	\$45.09	\$49.37	\$54.06	\$59.20	\$64.82	\$69.69
Sewer	41.37	45.20	49.53	54.23	59.48	64.78
Stormwater (1 ESU)	<u>11.33</u>	<u>11.84</u>	<u>12.37</u>	<u>12.93</u>	<u>13.51</u>	<u>14.12</u>
Total Monthly Bill	\$97.79	\$106.41	\$115.96	\$126.36	\$137.81	\$148.59

[1] - Prior to any cost of service or rate design proposed adjustments

Cost of Service



Overview of the Cost of Service

What is cost of service?

- Analysis to equitably allocate the revenue requirement to the customer classes of service

Why cost of service

- Generally accepted as “fair and equitable”
- Avoids interclass subsidies
- Revenues reflect costs

Objectives of Cost of Service

- Determine if subsidies exist
- Develop average unit costs

Generic Water and Sewer Cost of Service Methodology

Functionalize

Total Revenue Requirement

- Distribution/Collection
- Treatment
- Pumping
- Storage
- Etc.

Allocate

Average Day /Volume

Peak Day/Strength

Customer Related

Distribute

Residential

Non-Residential

Industrial

Residential

Non-Residential

Industrial

Residential

Non-Residential

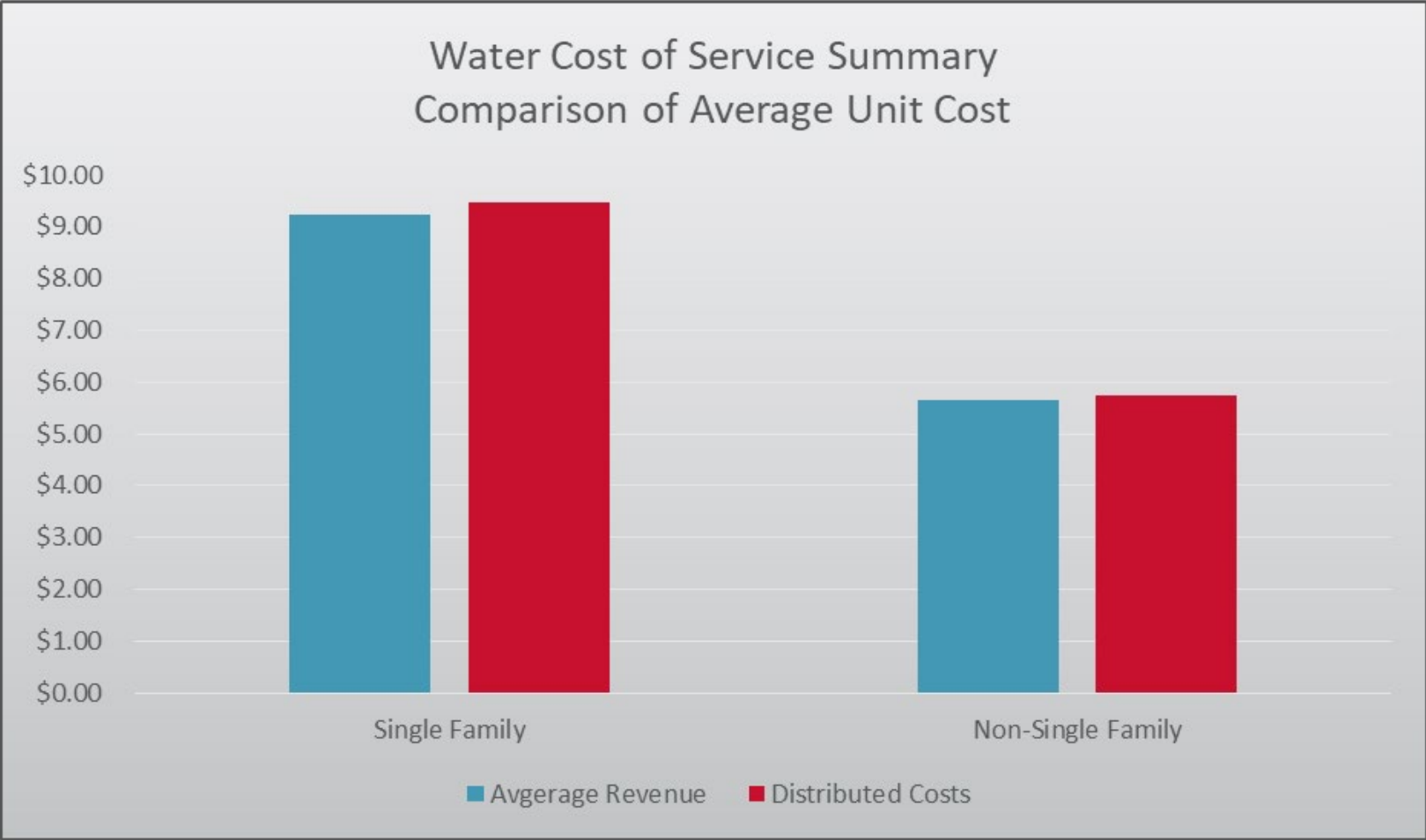
Industrial

Residential Customers

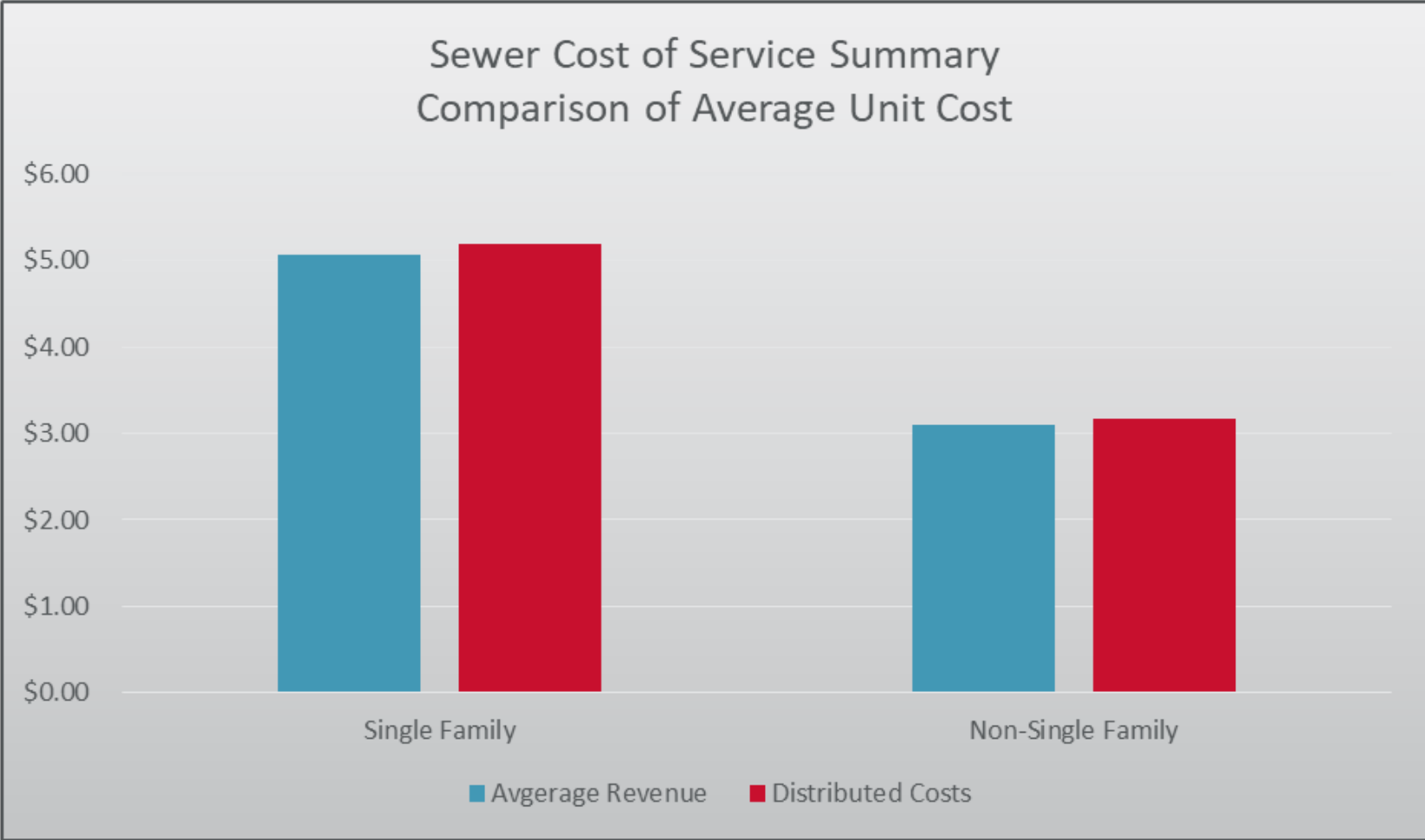
Non-Residential Customers

Industrial Customers

Cost of Service - Water



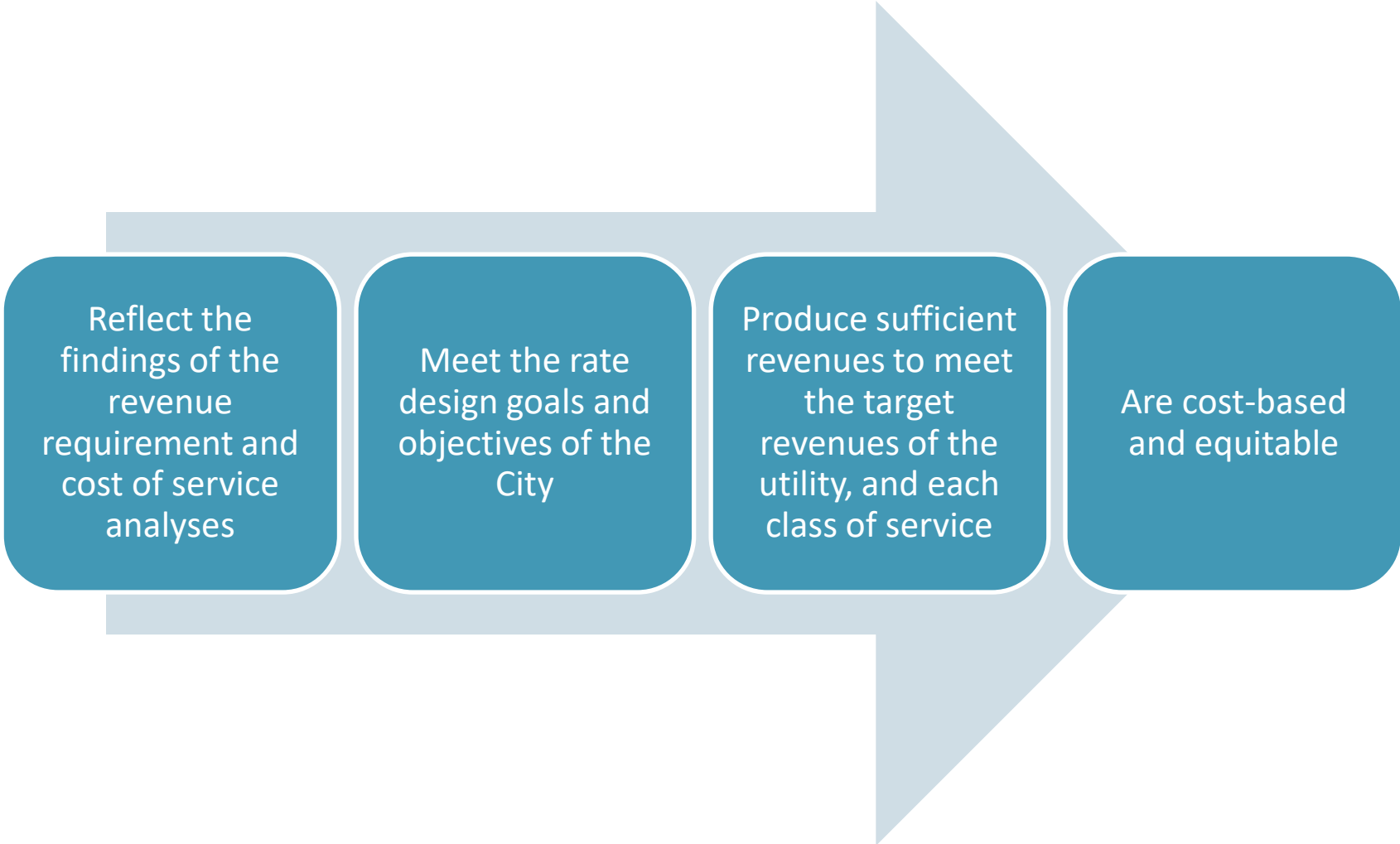
Cost of Service - Sewer



Rate Design



Overview of the Rate Design Analysis



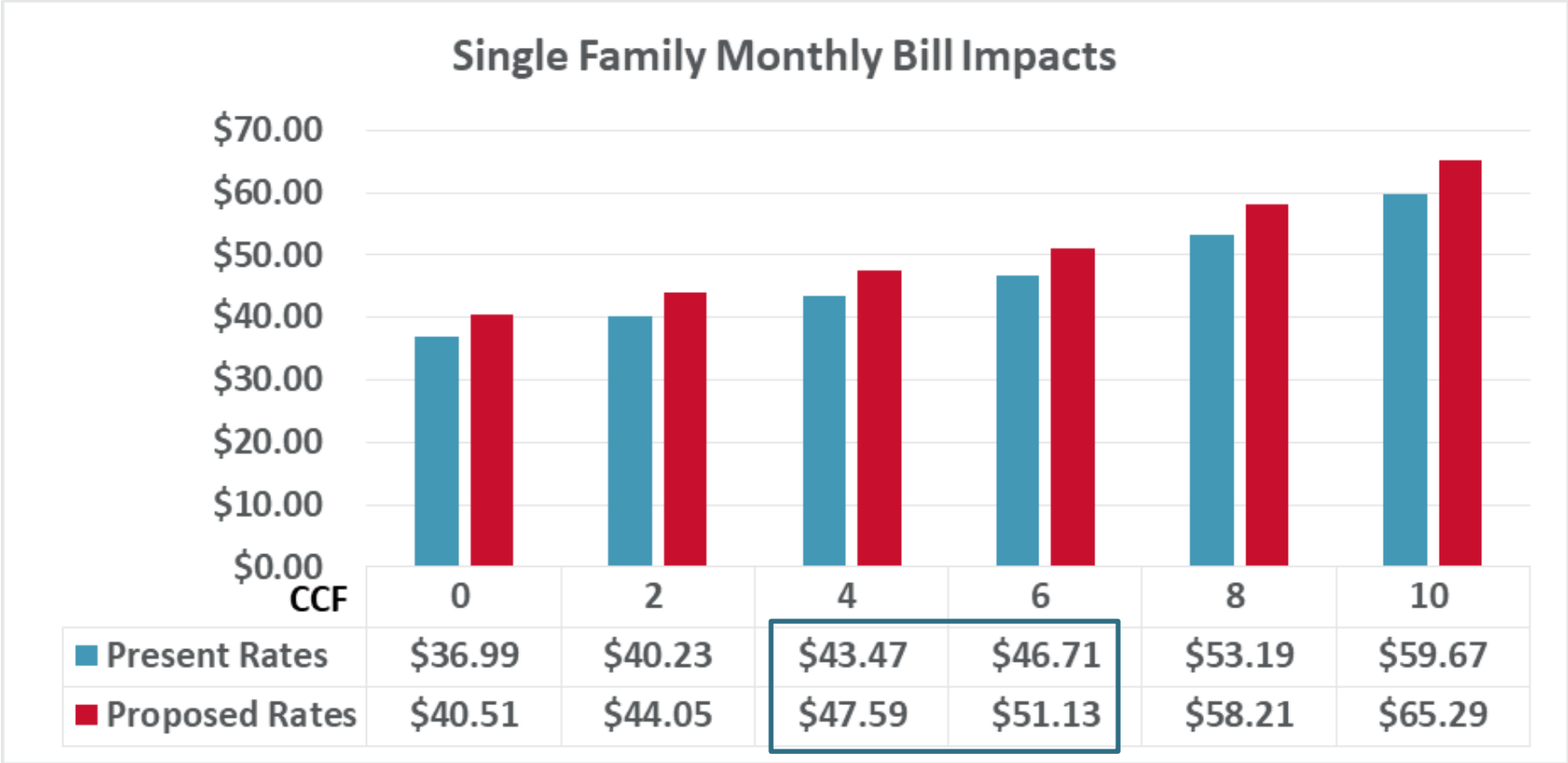
Overview of the Rate Designs

- Rate design considers both level and structure
 - Level – amount of revenue to be collected
 - Structure – how the revenue is collected
- Current rate structure was maintained
 - Reflects the City’s rate design goals and objectives
- Basis for the proposed rates is the level of revenue for each year
- No cost of service adjustments
 - Cost of service showed very minor cost of service differences
 - Rates reflect costs placed on the system for reach customer class
- Proposed rates are adjusted “across the board”
 - All components increased equally based on the rate transition plan

Rate Design – Residential Water Rates (monthly)

	<i>Present</i>	<i>Proposed Rates</i>				
	<i>Rates</i>	2020	2021	2022	2023	2024
Fixed Charge	<i>\$ / Mo</i>					
5/8"	\$36.99	\$40.51	\$44.35	\$48.57	\$53.18	\$57.17
3/4"	40.93	44.82	49.08	53.74	58.85	63.26
1"	48.80	53.43	58.51	64.07	70.16	75.43
1 1/2"	68.45	74.95	82.07	89.87	98.41	105.80
2"	92.04	100.78	110.36	120.84	132.33	142.26
3"	154.97	169.68	185.81	203.47	222.80	239.52
4"	270.51	296.18	324.34	355.16	388.91	418.09
6"	413.38	452.61	495.63	542.74	594.31	638.90
8"	658.32	720.79	789.31	864.33	946.46	1,017.47
10"	1,012.91	1,002.27	1,097.55	1,201.86	1,316.07	1,414.81
5/8" - Senior	0.00	0.00	0.00	0.00	0.00	0.00
1" - Senior	0.00	0.00	0.00	0.00	0.00	0.00
Consumption Charge	<i>\$ / CCF</i>					
0 - 6	\$1.62	\$1.77	\$1.94	\$2.12	\$2.32	\$2.49
6 - 13	3.24	3.54	3.88	4.24	4.64	4.98
13 +	5.12	5.59	6.13	6.70	7.33	7.87

Average Residential Water Customer Bill Impact (monthly)

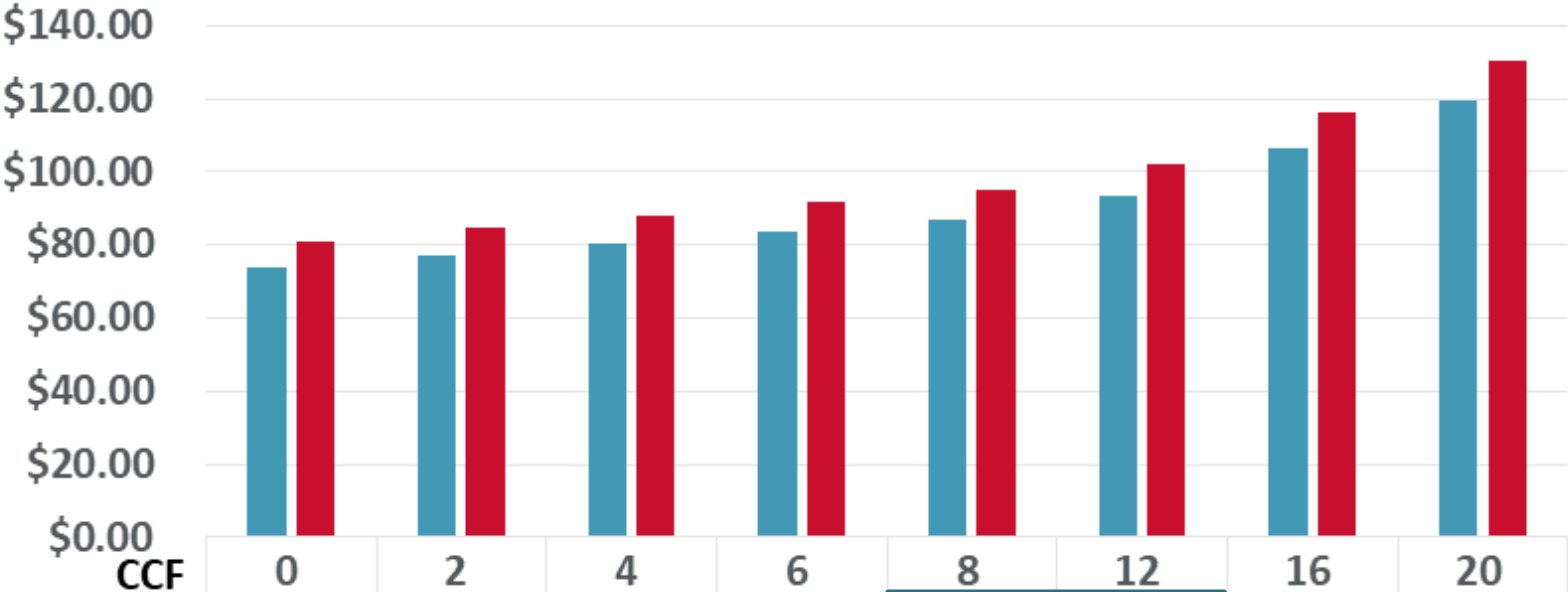


Rate Design – Residential Water Rates (bi-monthly)

	<i>Present Rates</i>	<i>Proposed Rates</i>				
		2020	2021	2022	2023	2024
Fixed Charge	<i>\$/ Bi-Mo</i>					
5/8"	\$73.98	\$81.01	\$88.70	\$97.13	\$106.36	\$114.34
3/4"	81.86	89.63	98.15	107.48	117.69	126.52
1"	97.60	106.86	117.02	128.14	140.32	150.85
1 1/2"	136.90	149.89	164.14	179.74	196.82	211.59
2"	184.08	201.55	220.71	241.68	264.65	284.51
3"	309.94	339.35	371.61	406.93	445.60	479.03
4"	541.02	592.36	648.67	710.32	777.82	836.18
6"	826.76	905.21	991.26	1,085.47	1,188.62	1,277.80
8"	1,316.64	1,441.58	1,578.62	1,728.65	1,892.91	2,034.94
10"	2,025.82	2,004.54	2,195.09	2,403.71	2,632.13	2,829.61
5/8" - Senior	0.00	0.00	0.00	0.00	0.00	0.00
1" - Senior	0.00	0.00	0.00	0.00	0.00	0.00
Consumption Charge	<i>\$/ CCF</i>					
0 - 12	\$1.62	\$1.77	\$1.94	\$2.12	\$2.32	\$2.49
12-26	3.24	3.54	3.88	4.24	4.64	4.98
26 +	5.12	5.59	6.13	6.70	7.33	7.87

Avg Residential Water Customer Bill Impact (bi-monthly)

Single Family Bi-Monthly Bill Impacts



■ Present Rates	\$73.98	\$77.22	\$80.46	\$83.70	\$86.94	\$93.42	\$106.38	\$119.34
■ Proposed Rates	\$81.01	\$84.55	\$88.09	\$91.63	\$95.17	\$102.25	\$116.41	\$130.57

Rate Design – Non-Residential Water Rates (monthly)

	<i>Present Rates</i>	<i>Proposed Rates</i>				
		2020	2021	2022	2023	2024
Fixed Charge	<i>\$/ Mo</i>					
5/8"	\$40.99	\$44.89	\$49.15	\$53.82	\$58.94	\$63.36
3/4"	46.92	51.38	56.26	61.61	67.46	72.52
1"	58.79	64.38	70.50	77.19	84.53	90.87
1 1/2"	88.46	96.87	106.07	116.15	127.19	136.73
2"	124.06	135.85	148.76	162.89	178.37	191.75
3"	218.99	239.80	262.59	287.54	314.86	338.48
4"	325.80	356.76	390.66	427.78	468.43	503.56
6"	622.47	681.62	746.39	817.31	894.98	962.11
8"	978.48	1,071.46	1,173.27	1,284.75	1,406.85	1,512.37
10"	1,512.48	1,656.20	1,813.58	1,985.89	2,174.63	2,337.73
Consumption Charge	<i>\$/ CCF</i>					
All Usage	\$2.20	\$2.41	\$2.64	\$2.89	\$3.16	\$3.40

Rate Design – Non-Residential Water Rates (bi-monthly)

	<i>Present Rates</i>	<i>Proposed Rates</i>				
		2020	2021	2022	2023	2024
Fixed Charge	<i>\$/ Bi-Mo</i>					
5/8"	\$81.98	\$89.77	\$98.30	\$107.64	\$117.87	\$126.71
3/4"	93.84	102.76	112.52	123.21	134.92	145.04
1"	117.58	128.75	140.99	154.38	169.06	181.74
1 1/2"	176.92	193.73	212.14	232.30	254.37	273.45
2"	248.12	271.70	297.51	325.78	356.74	383.50
3"	437.98	479.60	525.17	575.07	629.72	676.95
4"	651.60	713.52	781.32	855.55	936.86	1,007.12
6"	1,244.94	1,363.24	1,492.77	1,634.61	1,789.96	1,924.21
8"	1,956.96	2,142.92	2,346.54	2,569.49	2,813.70	3,024.73
10"	3,024.96	3,312.40	3,627.15	3,971.78	4,349.26	4,675.45
Consumption Charge	<i>\$/ CCF</i>					
All Usage	\$2.20	\$2.41	\$2.64	\$2.89	\$3.16	\$3.40

Rate Design – Sewer (monthly)

	<i>Present Rates</i>	<i>Proposed Rates</i>				
		2020	2021	2022	2023	2024
Single Family						
Fixed Charge	<i>\$/ Acct.</i>					
All	\$41.37	\$45.20	\$49.53	\$54.23	\$59.48	\$64.78
Senior	31.03	33.90	37.14	40.67	44.61	48.58
Non-Single Family						
Fixed Charge	<i>\$/ Acct.</i>					
Low Strength	\$40.82	\$45.20	\$49.53	\$54.23	\$59.48	\$64.78
High Strength	50.66	56.10	61.47	67.30	73.81	80.39
Industrial Strength	54.13	59.94	65.68	71.91	78.87	85.90
Volume Charge	<i>\$/ CCF</i>					
Low Strength	\$4.15	\$4.54	\$4.97	\$5.44	\$5.96	\$6.53
High Strength	5.56	6.08	6.66	7.29	7.98	8.75
Industrial Strength	6.06	6.63	7.26	7.94	8.70	9.54

Rate Design – Sewer (bi-monthly)

	<i>Present Rates</i>	<i>Proposed Rates</i>				
		2020	2021	2022	2023	2024
<i>Single Family</i>						
Fixed Charge	\$ / Acct.					
All	\$82.74	\$90.40	\$99.05	\$108.45	\$118.95	\$129.55
Senior	62.06	67.80	74.29	81.34	89.21	97.16
<i>Non-Single Family</i>						
Fixed Charge	\$ / Acct.					
Low Strength	\$81.64	\$90.40	\$99.05	\$108.45	\$118.95	\$129.55
High Strength	101.32	112.19	122.93	134.59	147.62	160.78
Industrial Strength	108.26	119.88	131.35	143.81	157.74	171.79
Volume Charge	\$ / CCF					
Low Strength	\$4.15	\$4.54	\$4.97	\$5.44	\$5.96	\$6.53
High Strength	5.56	6.08	6.66	7.29	7.98	8.75
Industrial Strength	6.06	6.63	7.26	7.94	8.70	9.54

Rate Design – Stormwater (monthly and bi-monthly)

	<i>Present</i>	<i>Proposed</i>				
	<i>Rates</i>	2020	2021	2022	2023	2024
All Customers - \$ / ESU / Mo	\$11.33	\$11.84	\$12.37	\$12.93	\$13.51	\$14.12

	<i>Present</i>	<i>Proposed</i>				
	<i>Rates</i>	2020	2021	2022	2023	2024
All Customers - \$ / ESU / Bi-Mo	\$22.66	\$23.68	\$24.74	\$25.86	\$27.02	\$28.24

Summary of the Water, Sewer, and Stormwater Rate Study

- Revenue requirement shows the need to increase rates annually over the next 5-year period
 - Need to adequately fund O&M and capital improvement needs
 - Transition to rate funding and away from watershed fund funding
- Cost of service results show minimal cost differences between customer classes of service
- Rate design maintained the current rate structure
 - Only the level of the rates were adjusted
 - Minor revisions to the sewer rate study to maintain consistency between the customer classes of service
- Proposed rates reflect annual revenue needs based on an October implementation

Overview of Capital Facility Charges



Overview of Capital Facility Charges

- A one-time charge to bring equity between existing and new connections to the system
 - Existing customers have funded available capacity
 - New connections pay a buy-in and/or new expansion related facilities
- Capital facility charges may only be used for growth related debt or capital projects
- Legal Requirements (WA Law, Title 35, Section 92.025)
 - Charge must be reasonably related to and attributable to the cost of infrastructure and improvements made necessary to serve new development
 - WA Law: existing system value based on original cost plus maximum of ten year's of interest

Summary of Present Water and Sewer Capital Facility Charge

- Water and sewer capital facility charge last updated in 2006
- City does not currently have a stormwater capital facility charge

Present Water Capital Facility Charge by Meter Size

Meter Size	AWWA Meter Ratios [1]	Water Capital Facility Charge [2]	Sewer Capital Facility Charge [3]
5/8" X 3/4"	1.00	\$3,140	\$2,950
3/4" X 3/4"	1.50	4,710	4,430
1"	2.50	7,850	7,380
1-1/2"	5.00	15,700	14,750
2"	8.00	25,120	23,620
3"	16.00	50,240	47,240
4"	25.00	78,500	73,810

[1] AWWA meter ratio for a 5/8-inch equivalency.

[2] Chapter 8.12.047 effective 2006. All outside services an additional fifty percent is imposed.

[3] Chapter 8.10.035 effective 2006. All outside services an additional fifty percent is imposed.

Capital Facility Charges Calculation

- The charge is determined by adding current assets plus 10 year's interest, plus future capital related to growth, dividing the total by total plant capacity, multiplying by the peak day demand per ERU.

$$\begin{array}{|c|} \hline \text{Plant Value (\$) +} \\ \text{Future CIP (\$)} \\ \hline \end{array} \div \begin{array}{|c|} \hline \text{Plant Capacity} \\ \text{(MGD)} \\ \hline \end{array} \times \begin{array}{|c|} \hline \text{Peak Day} \\ \text{Demand per} \\ \text{ERU (gpd)} \\ \hline \end{array} = \begin{array}{|c|} \hline \text{Maximum Allowable} \\ \text{Capital Facility Charge} \\ \hline \end{array}$$

- Method for Determining Plant Value:
 - Original cost, plus ten year's interest
 - Less outstanding debt principal
- Future CIP
 - City CIP Plan (Current Facility Plans)
 - Proportion to serve growth
- Peak Day Demand per ERU
 - Based on system planning criteria

Capital Facility Charges - Water

Present and Calculated

Present and Calculated Water Capital Facility Charge by Meter Size

<i>Meter Size</i>	<i>AWWA Meter Ratios</i> <i>[1]</i>	Current Water Capital Facility Charge	Calculated Water Capital Facility Charge
5/8" X 3/4"	1.00	\$3,140	\$3,509
3/4" X 3/4"	1.50	4,710	5,264
1"	2.50	7,850	8,773
1-1/2"	5.00	15,700	17,545
2"	8.00	25,120	28,072
3"	16.00	50,240	56,144
4"	25.00	78,500	87,725

Capital Facility Charges - Sewer

Present and Calculated

Present and Calculated Sewer Capital Facility Charge by Meter Size

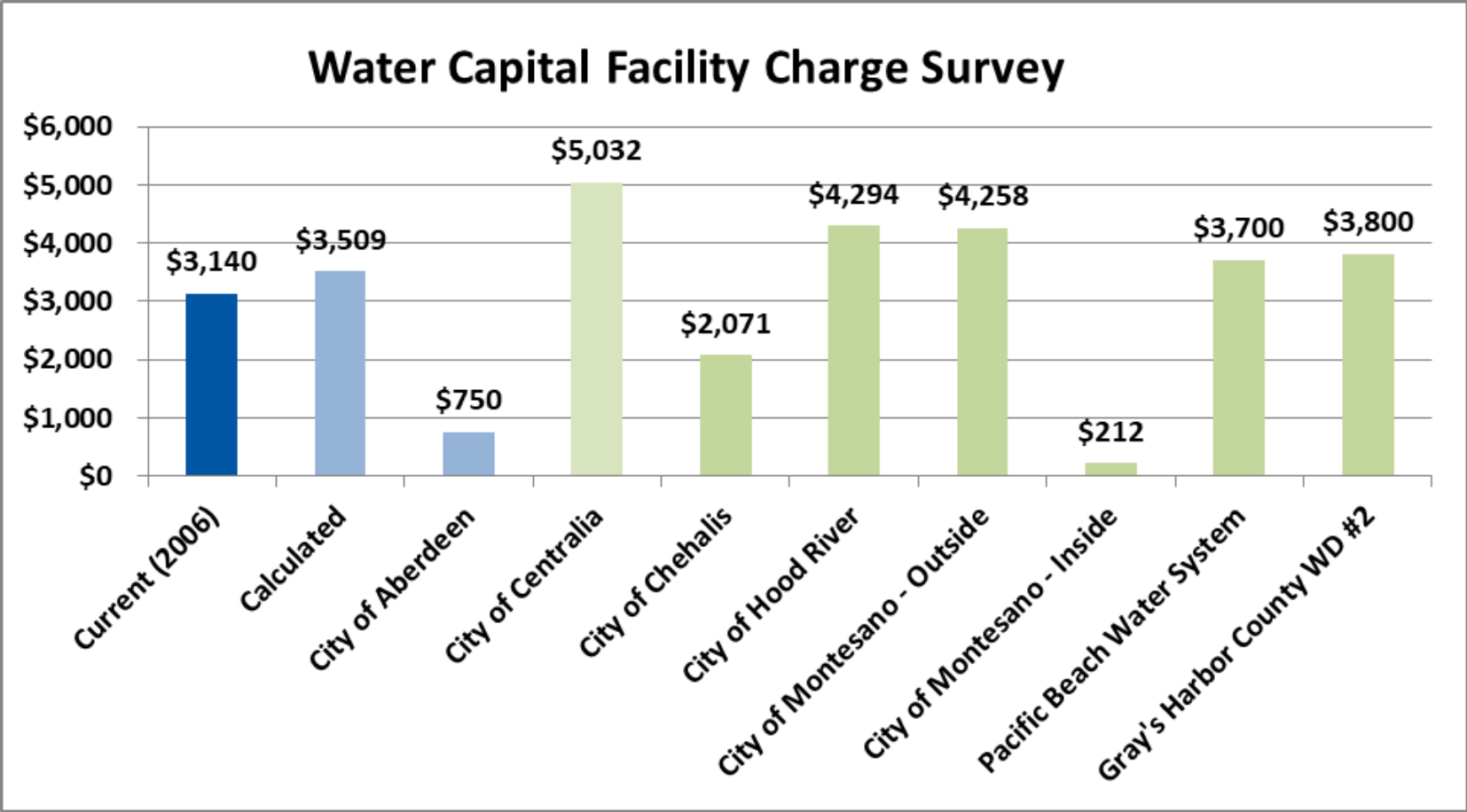
<i>Meter Size</i>	<i>AWWA Meter Ratios</i> <i>[1]</i>	Current Water Capital Facility Charge	Calculated Water Capital Facility Charge
5/8" X 3/4"	1.00	\$2,950	\$3,367
3/4" X 3/4"	1.50	4,430	5,056
1"	2.50	7,380	8,423
1-1/2"	5.00	14,750	16,835
2"	8.00	23,620	26,936
3"	16.00	47,240	53,872
4"	25.00	73,810	84,175

Capital Facility Charges - Stormwater Calculation

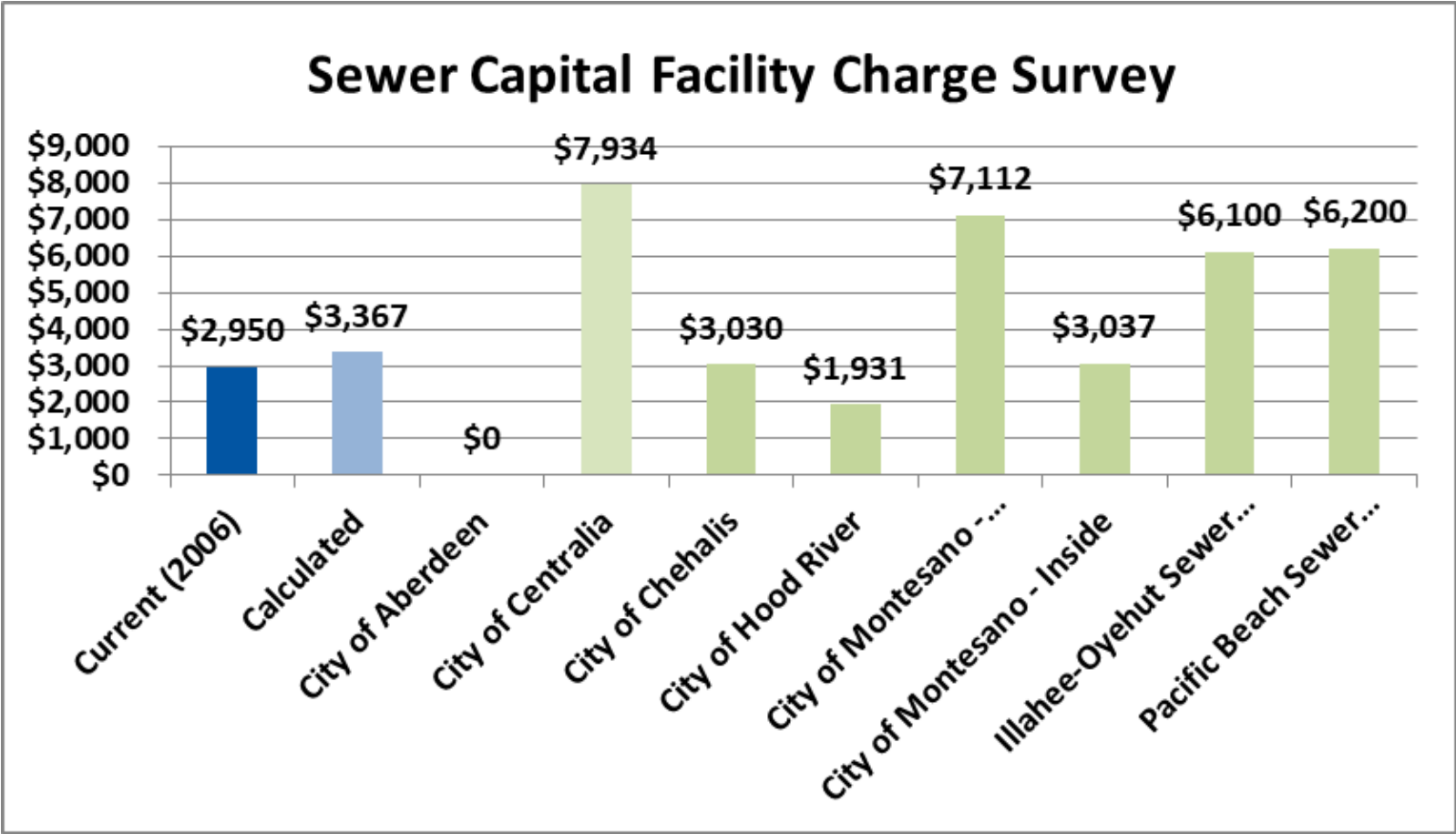
Stormwater CFC per ESU

<i>Number of ESU</i>	<i>Sq. Ft. per ESU</i>	<i>Current CFC</i>	<i>Calculated CFC [1]</i>
One (1)	2,500 sq. ft.	\$0	\$483.11 per ESU \$0.1932 per q. ft.

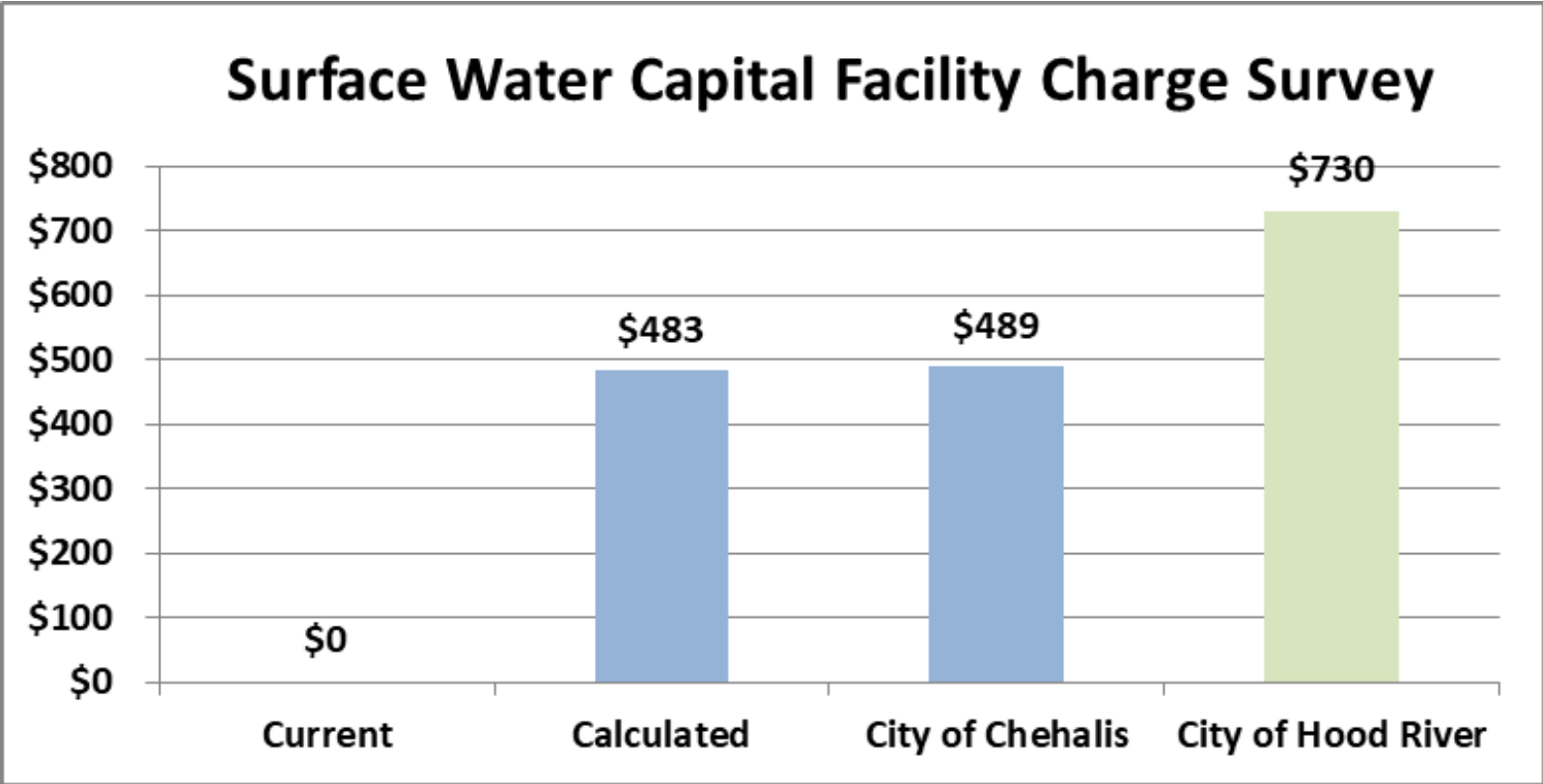
Capital Facility Charges – Water Comparison



Capital Facility Charges – Sewer Comparison



Capital Facility Charges – Stormwater Comparison



Summary of the Water, Sewer, and Stormwater Capital Facility Charge Study

- Analyses results in a cost-based maximum charge for new customers connecting to each of the utilities
- Water and sewer analysis results in a higher charge that can be implemented by the City
 - Reflects investment in the existing system that is available for future customer capacity
- Stormwater analysis developed a cost-based maximum charge that can be implemented by the City
 - Reflects the value of available capacity in the existing stormwater system
- Charges can be updated annually using appropriate price index
 - Engineering News Record Construction Cost Index (ENR CCI)

Next Steps

- Incorporate City Council input and direction as provided
- Develop final rate and charge analyses
- Develop final written reports
- Present final proposed rates to the City Council
- Implement rate plan as directed by the City Council



Thank you for your input!





CITY OF HOQUIAM

City Council Meeting Minutes

June 22, 2020

CALL TO ORDER

Mayor Winkelman called the meeting to order at 7:00 p.m. and the flag salute was held.

ROLL CALL

In attendance were Mayor Winkelman, Councilmembers Anderson, Carlstrom, Dick (entered meeting at 7:10 p.m.), George, Grun (entered meeting at 7:08 p.m.), Hinchin (entered meeting at 7:16 p.m.), McMillan, Nelson, Patterson, Puvogel, and Reid.

Staff in attendance were Police Chief Jeff Myers, Fire Representative Rich Malizia. City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Tracy Wood.

COMMUNICATIONS

Councilmembers were provided with copies of the letters submitted by Dave Cramer, John Pellegrini and David Day expressing their interest in the council vacancy for Ward 1.

CONSENT AGENDA

Councilmember McMillan moved to approve the consent agenda items as written and the motion was seconded. Those items appearing on the consent agenda were as follows:

- The City Council Minutes of June 8, 2020;
- The Regulatory Committee Report recommending approval and payment of claim check number 94033 through 94182 in the amount of \$251,522.10; claim auto pays and EFT numbers 374 through 378 in the amount of \$138,742.20; payroll check numbers 29841 through 29508 in the amount of \$187,121.16; Payroll ACH and EFT numbers 29841 through 29508 in the amount of \$379,496.63 and \$200,708.42 respectively; and that payroll and benefits for the month of July, 2020, be approved and issued at the proper time.

Councilmember Carlstrom asked to abstain from voting as she was not in attendance at the last meeting. The motion for approval passed by voice vote.

COMMITTEE REPORTS



CITY OF HOQUIAM

City Council Meeting Minutes

June 22, 2020

Public Utilities Committee Yard of the Month

The Public Utilities Committee made a recommendation that the City Council re-establish the Yard of the Month program to be managed by the Councilmembers of each ward. The Council Ward mates will coordinate on how best to review the homes in their ward for distribution of the recognition sign and determine the appropriate months of the year for the program. Councilmember McMillan moved to approve the committee report and his motion was seconded and passed by voice vote.

Historic Preservation Commission Hoquiam Register of Historic Places - 1941 Riverside Drive

Paraiso Property Professionals, LLC submitted an application to list 1941 Riverside Drive on the Hoquiam Register of Historic Places. The Historic Preservation Commission recommends that the City Council approve this application and add 1941 Riverside Drive to the Hoquiam Register. Councilmember McMillan moved for the adoption of the committee report and his motion was seconded and passed by voice vote

Hoquiam Register of Historic Places - 502 J Street

Gary and Marsha Enholm submitted an application to list 502 J Street on the Hoquiam Register of Historic Places. The Historic Preservation Commission recommends that the City Council approve this application and add 502 J Street to the Hoquiam Register. Councilmember Puvogel moved for the adoption of the committee report and his motion was seconded and passed by voice vote, with Councilmember Grun voting no.

OFFICER REPORTS

North Shore Levee Project Update

Mr. Shay provided a written report to the Council requesting that Council authorize the Mayor or City Administrator to sign easement offer letters and execute final easement documents with property owners for property necessary for the construction of the North Shore Levee. Councilmember McMillan moved for the adoption of the report and the motion was seconded and passed by voice vote.

MAYOR REPORTS Zoom Meetings

Mayor Winkelman thanked everyone for being patient while everyone gets used to the Zoom meetings. Staff is currently looking at making accessibility for some Councilmembers to attend the meetings in the council chambers. He and staff will



CITY OF HOQUIAM

City Council Meeting Minutes

June 22, 2020

Water Park

keep the council informed but we will continue to use Zoom for time being for the meetings.

The Health Department has approved the operation of the Water park but there are restrictions, i.e., cannot exceed 50 people at a time, etc. We have decided to not turn it on at this time. If constituents are asking questions feel free to ask any Department Heads what is going on.

COUNCIL REPORTS

Black Lives Matter Protest

Councilmember Puvogel spoke briefly regarding the Black Lives Matter protest last Saturday. There are a lot of areas that we have to still grow. He was really concerned about what happened in Aberdeen counter protesters being very well armed, making threatening comments, some were intoxicated and pushing the BLM members. Police did not intercede. Need to make sure as these things come up here in Hoquiam that this doesn't happen. Those who have organized these events in Hoquiam feel they are getting support from the Mayor, Council, Chief and Department. As these continue we need to be diligent and make sure these kinds of things don't happen. Mayor Winkelman stated that the organizers have been very diligent letting the City know what they are doing and we appreciate that.

HBA Zoom Meeting

Councilmember Carlstrom stated that HBA will hold their meeting on Wednesday via zoom. The webpage is up, and still in progress. If anyone has any ideas of items for the Website please let her know.

Logger's Playday

Councilmember McMillan stated that Loggers Playday Show and the Parade are still moving forward. There was a brief discussion on what other activities were still going to be held. Not sure at this point if there would be a vendor fair, etc.

LEGAL BUSINESS

Ordinances

Public Records

An Ordinance relating to Public Records, amending Section 1.24.100 to the Hoquiam Municipal Code. Councilmember McMillan moved for adoption of this ordinance and his motion was seconded. Ms. Schmid read the ordinance by title a second time after which the motion passed by unanimous roll call vote.



CITY OF HOQUIAM

City Council Meeting Minutes

June 22, 2020

OTHER LEGAL

Interlocal Agreement – City of Aberdeen/City of Hoquiam
North Shore Levee

Included in the Council packet was an Interlocal Agreement between the City of Aberdeen and the City of Hoquiam relating to the joint funding for design and construction of the North Shore Levee. Mr. Shay explained that we need this agreement in place to receive the funding that was awarded.

Councilmember Puvogel moved to authorize the Mayor to sign the agreement and his motion was seconded. A brief discussion was held regarding the boundaries which fall into each city and the Fry Creek Pump Station. Mr. Shay stated that Fry Creek starts in Hoquiam; the pump station is currently located in Aberdeen very close to the boundary. There has been some discussion that when the new pump station is built it will be shared by both cities. The motion to authorize the Mayor to sign this agreement passed by voice vote.

Stadium Rental Agreement

Included in the packet was a rental agreement between the Cascade Collegiate Baseball League and the City of Hoquiam for rental of the Tommy Marlow field at Olympic Stadium during the months of July and August. Total payment for this rental is \$5,400. Councilmember Hinchey asked if there were going to be concessions and staff stated that there would be none at this time, as they are not allowed until Phase 4. Councilmember McMillan moved for the approval of this agreement and his motion was seconded. Councilmember Dick asked if the City is taking care of fields. The city is only responsible for mowing and the league is responsible for field prep, etc., all of which are outlined in the agreement. The motion to approve this agreement passed by voice vote.

OLD BUSINESS

Utility Rate Study

The Consultants who have been working on the Utility Rate Study for the city are ready to present their recommendations to the Council. They can make their presentation at the meeting of July 13th. A motion was made to add the presentation to the July 13th agenda. The motion was seconded and passed by voice vote.



CITY OF HOQUIAM

City Council Meeting Minutes

June 22, 2020

Loan Program for Small
Businesses

Councilmember George spoke briefly regarding this program. They have gone through a very quick learning process. There is a second wave that is about to happen. First step is to get the loan and the second step is to get that loan forgiven. GGH Inc, had some good information. It is vitally important that we as a city figure out how to help those little businesses.

Councilmember Puvogel stated that the City should look into what assistance and help we can provide, keeping in line with City regulations.

NEW BUSINESS

Council Vacancy

Council asked Mr. Johnson what the next step was for picking new a new council member. The vacancy was advertised and 3 candidates submitted letters of interest. Councilmember Puvogel moved to invite the 3 candidates to attend the July 13th meeting so Council can make a decision on the successful candidate who will be sworn in at the July 27th meeting. His motion was seconded. Councilmember Hinchon stated he is moving from Ward 6 to Ward 1 and would like the Council to consider him for the vacancy. Following a brief discussion, Mr. Johnson stated that it is up to the Council if they want to extend the deadline. Councilmember McMillan moved to amend the original motion to allow additional applicants by July 7th and that they attend the next meeting to give a presentation/statement on why they would like to fill the vacancy. The successful candidate would be sworn in at the meeting of the 27th. Councilmember Hinchon recused himself from voting and the amended motion passed by voice vote.

Yard of the Month Signs

Staff will order more signs and make one available to each ward. Each Ward will pick one yard to be recognized.

ADJOURN

Councilmember McMillan moved to adjourn the meeting at 7:50 p.m. His motion was seconded and passed by voice vote.

BEN WINKELMAN – Mayor



CITY OF HOQUIAM
City Council Meeting Minutes

June 22, 2020

TRACY WOOD – City Council Secretary

INMATE COMMUNICATIONS AGREEMENT

CONTRACT BETWEEN CITY OF HOQUIAM POLICE DEPARTMENT AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 11th day of June, 2020, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and **Hoquiam Police Department** (Subscriber) having its principal place of business at:

Address: 215 Tenth Street

City, State & Zip code: Hoquiam, WA 98550

Contact: _____

Phone: _____

Email address: _____

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephone and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Telephone System (ITS)), and continue in full force and effect for a period of five (5) years from such date and will automatically renew under same terms and conditions consecutively for five (5) year periods, if notice of termination is not received ninety (90) days prior to completed initial term or any renewal term.

II. SCOPE OF SERVICE

(A). **Inmate Telephone System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). ITS Payment

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **68%** of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(C) ITS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). Provider's Responsibilities - ITS

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;

7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

(C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, as well as ancillary inmate communications technologies, as described in **Attachment A – Rates and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor’s contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Subscriber acknowledges that Provider’s provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

SUBSCRIBER

PROVIDER

Signature

Signature

Print Name

William L. Pope

Print Name

Title

President

Title

Date

Date

ATTACHMENT A
RATES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT		DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
LOCAL	\$0.00	\$0.25	\$0.00	\$0.25
INTRALATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTRASTATE	\$0.00	\$0.25	\$0.00	\$0.25
INTERLATA / INTERSTATE	\$0.00	\$0.25	\$0.00	\$0.25
MEXICO	\$0.00	\$0.25	\$0.00	\$0.25
INTERNATIONAL	\$0.00	\$0.35	\$0.00	\$0.35
COMMISSION AMOUNT:	68% of Gross Call Revenue			

Subscriber Initials: _____

Provider Initials: _____

Date: _____

Date: _____



HOQUIAM CITY COUNCIL PUBLIC SAFETY COMMITTEE REPORT

DATED: _____, 2020.

TO THE HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL:

WE, YOUR PUBLIC SAFETY AND LAW COMMITTEE, RECOMMEND:

That the draft ordinance concerning bee keeping drafted by the city attorney be considered for adoption by the entire city council at the July 13, 2020 council meeting.

SIGNED:

Shannon Patterson, Chair

Dave Hinchey

Paul McMillan

Bill Nelson

Elizabeth Reid

SEE ATTACHED DRAFT ORDINANCE

ORDINANCE NO. 2020--

AN ORDINANCE relating to the keeping of bees; amending Section 3.40.200 of the Hoquiam Municipal Code; and adding a new Section 3.40.195 to Chapter 3.40 of the Hoquiam Municipal Code.

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

SECTION 1. Section 3.40.200 of the Hoquiam Municipal Code is hereby amended to read as follows:

3.40.200 Livestock - Restricted.

- (1) Except as otherwise provided by law, it is unlawful to keep horses, mules, cattle, sheep, other livestock, domestic fowl, with the exception of chickens as set forth in subsection (2) of this section and HMC 3.40.205, or bees within the city limits.
- (2) It is unlawful to keep chickens, except in an enclosure which is at least ten feet from the property line of the property where the chickens are kept. "Enclosure" means something that confines, holds in or surrounds the domestic fowl, such as a fence, coop, or other structure.

NEW SECTION. SECTION 2. A new Section 3.40.195 is added to Chapter 3.40 of the Hoquiam Municipal Code is amended to read as follows:

3.40.195 Keeping of Bees - Requirements.

- (1) Bees shall be kept in small moveable frame hives. No more than two moveable frame hives shall be allowed per property.
- (2) Hives shall be located at least twenty-five (25) feet from a property line, with the entrance of a hive facing away from public streets or alleys and neighboring buildings.
- (3) Hives may be located less than twenty-five (25) feet from a property line, but shall be located at least fifteen (15) feet from a property line, if placed behind a six (6) foot high solid fence or hedge. The solid fence or hedge shall direct bee flight into the air at least six (6) feet before the bees cross a property line.
- (4) All hives shall be registered with the State Department of Agriculture and comply with Chapter 15.60 RCW and rules adopted thereunder.

(5) Hives shall be managed for swarm prevention and gentleness and shall be requeened if bee behavior is causing a nuisance or is likely to cause a nuisance, in the opinion of the City Animal Control Officer.

(6) Bees shall be considered a nuisance when any of the following occurs:

(a) Bees in a hive become defensive or exhibit aggressive behavior, or interfere with the normal use of neighboring property, or the enjoyment of persons in the area;

(b) Bees in a hive swarm;

(c) Hives are kept in a manner which does not conform with this section or the requirements of Chapter 15.60 RCW;

(d) Hives become deceased, as defined by the State Department of Agriculture;
or

(e) Hives become abandoned.

ADOPTED by the Mayor and City Council on _____, 2020

BEN WINKELMAN - MAYOR

ATTEST:

CORRINE SCHMID - FINANCE DIRECTOR

PUBLISHED:



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: July 9, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Broadway Road Project Grants Received

The City has received exciting news related to our goal of fixing the road problems on Broadway. A total of \$1,576,700 has been awarded to Hoquiam through two federal Surface Transportation Program (STP) grants for the Broadway Road Slope Stabilization Project.

\$1,271,600 has been awarded for Phase 1 which includes additional funding for engineering, right of way, and construction. Engineering and geotechnical analysis is already underway on this phase with previous funding received. Phase 1 addresses the area at the end of the curves along the river where a large culvert passes under Broadway.

\$305,100 has been awarded to begin Phase 2 engineering and right of way which addresses the problem area at the start of Broadway just passed 16th Street.

The Grays Harbor Council of Governments administers these regional transportation funds on behalf of WSDOT Local Programs. Each grant requires a match of 13.5%.

Attached are the grant award letters, STP policies and procedures, and amendment to the Six Year Street Plan (STP)

Recommendation:

Staff recommends that the Council accept the grants, authorize the Mayor to sign the grant agreements and that the City staff be authorized to update STP.



Grays Harbor Council of Governments- Founded in 1960

115 S. Wooding St.
Aberdeen, WA. 98520

Voice
(360) 537-4386
Internet .Address
<http://www.ghcog.org>

MEMBER ENTITIES:

- Gty of Aberdeen
- Gty of Cosmopolis
- Gty of Elma
- Gty of Hoquiam
- Gty of Mcdeary
- Gty of Montesano
- Gty of Ocean Shores
- Gty of Westport
- diehalis Tribe
- Quinault Indian Nation
- Grays Harbor County
- Grays Harbor PUD # 1
- Grays Harbor
Transportation Authority
- Port of Grays Harbor
- Tnberland Regional Library

VICKIJ. CUMMINGS
Executive Director

June 23, 2020

Mr. Brian Shay,
City Administrator
City of Hoquiam
609 8th Street
Hoquiam, WA 98550

Mr. Shay,

Congratulations on your Surface Transportation Program (STP) funding award. The GHCOC Council approved the STP additional funding per resolution #645. Please consider this letter as formal notification of an addition to your STP funding award on the following project, as well as the complete funding for your CN phase:

Broadway Ave Slope Stabilization Phase 1 - PE
STP(U) award of \$151,375 – awarded in January 2018 #622
Additional STP(U) award of \$108,000
Funding Program Year and Obligation Commitment -
Put into the STIP in July 2020. Obligate As Soon As Possible

Broadway Ave Slope Stabilization Phase 1 - ROW
STP(U) award of \$56,225 -awarded in January 2018 #622
Additional STP(U) award of \$48,600
Funding Program Year and Obligation Commitment -
Obligation is required by October 2020, but no later than March 2021

Broadway Ave Slope Stabilization Phase 1 - CN
STP(U) award of \$1,115,000
Funding Program Year and Obligation Commitment -
Obligation is required by October 2022, but no later than March 2023

The total 2021-2025 STP funding award for the CN phase of the City of Hoquiam, Broadway Ave Slope Stabilization Phase 1 project is \$1,271,600.

We are pleased to award STP Regional funding to this project and dedicated to assisting you with moving the project forward.

STP funding awards are contingent upon adhering to Surface Transportation Program (STP) Policies and Procedures. A copy is enclosed for your reference.

Again, congratulations and our sincere gratitude for the important work you do.

Sincerely,

Vicki Cummings

Enclosure
Cc: Mayor Ben Winkelman



Grays Harbor Council of Governments- Founded in 1960

115 S. Wooding St.
.Aberdeen, WA. 98520

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- Grays Harbor County
- Grays Harbor PUD# 1
- Grays Harbor
Transportation Authority
- Port of Grays Harbor
- Tunberland Regional Library

VICKI J. CUMMINGS
Executive Director

June 22, 2020

Mr. Brian Shay,
City Administrator
City of Hoquiam
609 gth Street
Hoquiam, WA 98550

Mr. Shay,

Congratulations on your Surface Transportation Program (STP) funding award. The GHCOC Council approved the STP funding list per resolution #645. Please consider this letter as formal notification of your STP funding award on the following project:

Broadway Ave Slope Stabilization Phase 2 - PE
STP(U) award of \$255,100
Funding Program Year and Obligation Commitment -
Obligation is required by October 2021, but no later than March 2022

Broadway Ave Slope Stabilization Phase 2 - ROW
STP(U) award of \$50,000
Funding Program Year and Obligation Commitment -
Obligation is required by October 2023, but no later than March 2024

The total 2021-2025 STP funding award for the Broadway Ave Slope Stabilization project is \$305,100.

We are pleased to award STP Regional funding to this project and dedicated to assisting you with moving the project forward.

STP funding awards are contingent upon adhering to Surface Transportation Program (STP) Policies and Procedures. A copy is enclosed for your reference.

Again, congratulations and our sincere gratitude for the important work you do.

Sincerely,

Vicki Cummings

Enclosure
Cc: Mayor Ben Winkelman



Surface Transportation Program (STP) Policies and Procedures

Approved 12/14/2017 Resolution 621

Introduction: STP Program

The Surface Transportation Program (STP) is one of the main sources of flexible transportation funding. STP funds may be used as planning and capital funding. The federal guidance lists a variety of projects eligible for STP funds.¹

The Grays Harbor Council of Governments (GHCOCG) is the funding authority for the Grays Harbor County Region STP funds. The GHCOCG full council serves as the Policy Board for the STP program and retains final decision making authority on the distribution of Regional STP funds. GHCOCG was established as the STP Lead Agency for the Grays Harbor County Region in 1992.

Lead Agencies are responsible for developing a county-wide approach to select priority transportation projects in their respective regions². Responsibilities of county-lead agencies include:

- Develop criteria that relates to county-wide priorities, establish application procedures, project selection, inform local agencies of selection and monitor to ensure delivery of STP funds. Federal funds cannot be sub-allocated to individual jurisdictions or modes based on a predetermined percentage or formula³.
- Include non-metropolitan local officials with responsibility for transportation, including Indian Tribal Governments and provide for consideration of all modes of transportation.
- Public involvement through the respective agency's six-year program hearings and selection processes.

All projects must meet federal eligibility requirements as outlined in the Federal Transportation Act⁴, and any extensions or subsequent federal transportation authorizations. In general, eligible projects must be part of the Federal Functional Classification system.

¹ 23 U.S.C. 133(b) & (c)

² <http://www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/STP.htm>

³ LAG Manual Chap12.33 <http://www.wsdot.wa.gov/publications/manuals/fulltext/M36-63/LAGManual.pdf>

⁴ 23 U.S.C. 133(b)

Lead Agencies must administer guidelines and procedures that meet the local, state, and federal requirements and are up to date for distributing STP funds. The criteria established for awarding and distributing STP funds will be made in a way that fully reflect the overall goals identified in the Southwest Washington Regional Transportation Planning Organization (SWRTPO) Regional Transportation Plan and the Washington Transportation Plan⁵ and meet Obligation Authority requirements for our region.

Lead Agencies are tasked to monitor STP funds under WSDOT's fiscal constraint provisions. WSDOT defines fiscal constraint as STP funds programmed equally amongst the different years within the STIP⁶. The fiscal constraint figures change periodically throughout the year. GHCOG will monitor STP target and obligation reports, Federal Fiscal Year (FFY) updates, and any related project information to comply with WSDOT fiscal constraint requirements.

Obligation Authority

In January 2013, Washington State's newly formed Local Agency Task Force developed the Obligation Authority (OA) Policy that imposed annual obligation targets across the state⁷. The policy outlines a more stringent project delivery policy than in the past, including sanctioning of funds if target amounts and target dates are not met (otherwise known as the "use it or lose it" policy). Because of the state's new "use it or lose it" policy, it is very important for agencies to carefully consider how likely the project application they submit will meet the stringent state policy as well as the GHCOG obligation rules.

When STP funds are sanctioned by WSDOT, they are permanently removed from the project. The amount of those funds is also removed from all future Grays Harbor County Region allotments.

Guidelines for the STP Processes in Grays Harbor

The Technical Advisory Committee (TAC) will award Grays Harbor Regional STP funds that are consistent with established funding policies for distributing STP funds.

All activities that affect STP funding will be addressed to the TAC, who in turn will make recommendations to the Policy Board. In order to abide by the OA Policy and WSDOT's fiscal constraint procedures, GHCOG staff will work with WSDOT to program the correct dollar amounts.

The TAC will make any project recommendations to the Policy Board. All final decisions governing policies and procedures for awarding STP funds to projects, changes made to STP-funded projects, and/or withdrawing STP funds from projects will be made by the Policy Board.

⁵ 23 U.S.C. 135(m)

⁶ <http://www.wsdot.wa.gov/NR/rdonlyres/EAB2B9F5-F969-4799-A9AF-309390965650/0/FFY20140APolicy.pdf>

⁷ <http://www.wsdot.wa.gov/NR/rdonlyres/EAB2B9F5-F969-4799-A9AF-309390965650/0/FFY20140APolicy.pdf>

Basic Information

1. All agencies within the county of Grays Harbor with obligation authority are eligible to participate in the STP competitive process.
2. All applicants will use the GHCOG STP standard application form.
3. Recipients of STP funds will receive written notification of the funding approval within 30 days of the award provided that all required paperwork has been returned with signatures.
4. A list of contingency projects will be developed in addition to the selected project list. A project from the contingency will be chosen to move forward if one of the selected projects fails to meet obligation deadlines. Partial or underfunded projects from the most recent call for projects will be the first considered. Neither WSDOT Local Programs nor GHCOG is required to provide funding for any project listed on the contingency list⁸.
5. All projects or activities to be funded with regional STP funds must appear in the jurisdictional six-year Transportation Improvement Program (TIP) before submitting an application for STP funding. Once funding has been allocated, jurisdictions may need to amend their TIP (date and/or funding adjustments before forwarding projects into the Statewide Transportation Improvement Program (STIP) to secure federal funding.
6. WSDOT Local Programs will provide annual distribution and corresponding obligation targets based upon estimated OA available for the FFY. The OA targets are developed based upon a formula utilizing localities carry-forward balance and annual allocation.
7. Tracking of project obligations and/or de-obligations are based on a quarterly obligation report sent to the region from WSDOT Local Programs. GHCOG cannot acknowledge an obligation or de-obligation of funds prior to the funds appearing on the obligation report. GHCOG cannot program de-obligated funds in the TIP that have not appeared on the obligation report and confirmed to have been returned to the region.
8. WSDOT Local Programs will periodically update the FFY for projects in order to abide by the STIP fiscal constraint requirements. GHCOG will abide by WSDOT requests to change the FFY for STP funds in projects.
9. GHCOG will require agencies with STP funded projects to provide a quarterly status report of the project. This is meant to assist agencies to keep their projects on track. Agencies are encouraged to communicate with GHCOG staff if there are problems when proceeding with a project.
10. Agencies who receive STP funding are responsible for providing the required matching funds.
11. Agencies who receive STP funding are responsible for all project cost overruns.
12. FHWA funding rescissions or reductions in estimated annual allocations by WSDOT will affect future funding availability. GHCOG will not be held responsible for any reduction in project funding availability due to rescission or reductions in estimated annual allocations.

⁸23 U.S.C. 13S(f)

STP Award Processes

GHCOG staff is responsible for the following:

1. Issuing and guiding the call for projects
2. Processing the intake of agency applications
3. Verifying that the projects requesting STP funds are eligible (functional classified, required match is reasonably expected to be secured, etc.)
4. Operating the project selection process with TAC members to arrive at an initial list of projects for funding recommendation
5. Drafting initial list of projects and contingency projects for TAC and Policy Board approval
6. Assign dollar figures by program year to awarded projects to meet WSDOT's FFY fiscal constraint requirements

The TAC is responsible for the following:

1. Bringing forward projects that are fundable under the Obligation Authority requirements in effect at the time
2. Forwarding a list of projects recommended for funding to the Policy Board, including a contingency list of projects that are to be funded only if a project on the priority list is unable to utilize the awarded STP funds

The Policy Board is responsible for the following:

1. Consider the TAC recommendations as received for awarding STP funds to specific projects
2. Approve the final list of projects for STP funding and contingency projects
3. Approve STP funding for GHCOG operations

Monitoring STP Funds

GHCOG staff is responsible for the following:

1. Monitor obligation reports and process obligation information
2. Advise agencies with unobligated STP funds about the timeframes for obligation and options for the STP funds
3. Report to the TAC quarterly about status of STP-funded projects
4. Report to TAC and Policy Board requests from agencies for significantly changing a STP funded project (project scope, phase changes for example)
5. Ensure that the OA procedures are enacted according to WSDOT in order to keep 100% of STP funds within the Grays Harbor County Region

The TAC is responsible for the following:

1. Recommend to Policy Board any approval of significant changes to a project with STP funding as requested by the agency
2. Forward recommendations to Policy Board regarding sanctioning and reallocation of STP funds

The Policy Board shall consider the TAC recommendations and make the final decision governing requested changes for projects or funding.

Obligation Commitments

If agencies fail to comply with the procedures to obligate STP funding, GHCOG has the authority to reallocate STP funds from selected projects to contingency projects. This process is designed to keep STP funds within the region. GHCOG staff will inform the TAC about the unobligated funds and move forward with reallocation proceedings.

1. Receiving STP
 - a. Agencies will sign an agreement on STP funding applications to obligate by the date provided by GHCOG
 - b. Projects that do not meet the obligation deadline will be reviewed by TAC for reallocation

2. Initial Deadlines
 - a. WSDOT will set deadline for target dates to obligate (For example In 2014 it was August 1st)
 - b. GHCOG will set deadlines based on WSDOT target dates (For example, five months prior is March 1st)
 - c. GHCOG will plan-out STP funding competition based on the timing of target dates

3. Reallocation Deadlines - If an agency does not obligate in the stated deadline from the project application:
 - a. Agency staff can advocate to keep funds provided that special exemptions approved by TAC are met and the agency can meet WSDOT deadline
 - i. Agencies are responsible for responding to GHCOG inquiries regarding the status of the STP funded projects in order to inform GHCOG that circumstances are such that the agency cannot meet the initial deadline
 - ii. TAC will be informed by agency and GHCOG staff of the circumstances surrounding the project
 - iii. TAC will vote on reallocation of funds and make a recommendation to the Policy Board
 - b. If the Policy Board approves reallocation, the initial project loses funding which, in turn, is reallocated to a project listed on the contingency list
 - i. Projects on the contingency list will first be considered for reallocated funds based on how it meets the settled obligation deadlines



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: July 9, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Regional Fire Authority Planning Study Grant Received

The Washington State Department of Commerce has awarded \$10,000 towards the Aberdeen/Hoquiam Regional Fire Authority Planning Study.

Attached is an amendment to our Emerging issues. Grant that allocates the additional funding which will be shared by the two cities for the costs of our consulting contracts.

Recommendation:

Staff recommends that the Council accept the funding to be shared by the Hoquiam and Aberdeen.

Amendment

Contract Number: 20-63210-001

Amendment Number: 1

Washington State Department of Commerce
Local Government Division
Growth Management Services
Emerging Issues / Outreach Grant

1. Contractor City of Hoquiam 609 Eighth Street Hoquiam, WA 98550		2. Contractor Doing Business As (optional) <i>NIA</i>	
3. Contractor Representative (only if updated) Brian Shay City Administrator (360) 538-3983 Fax (360) 532-4031 bshay@cityofhoquiam.com		4. COMMERCE Representative (only if updated) Matt Ojennus PO Box 42525 Senior Planner 1011 Plum Street SE (360) 725-4047 Olympia Washington matthew.ojennus@commerce.wa.gov 98504-2525	
5. Original Contract Amount (and any previous amendments) \$45,000	6. Amendment Amount \$10,000	7. New Contract Amount \$55,000	
8. Amendment Funding Source Federal: State: X Other: NIA:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2021
11. Federal Funds (as applicable): <i>NIA</i>	Federal Agency: <i>NIA</i>	CFDA Number: <i>NIA</i>	
12. Amendment Purpose: Amending the Scope and Budget to include the regional fire district planning study with this project.			

COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" -Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".

FOR CONTRACTOR	FOR COMMERCE
_____ Ben Winkelman, Mayor City of Hoquiam	_____ Mark K. Barkley, Assistant Director Local Government Division
_____ Date	_____ Date
	APPROVED AS TO FORM ONLY
	_____ Sandra Adix Assistant Attorney General
	_____ 312012014 Date

This Contract is amended as follows:
(See revised Scope of Work and Budget attached below.)

Attachment A: Scope of Work is hereby revised to include additional activities:

- Task 3: Regional Fire Authority Planning Study, and Deliverable 3.1: Completed Draft Regional Fire Authority Planning Document.

Attachment B: Budget is hereby revised to include additional funds:

- Deliverable 3.1: \$10,000

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Scope of Work

Task	Description	Due Date
Task 1	Complete the Downtown Hoquiam Revitalization Plan	
Task 1.1	Inventory existing conditions in Downtown Hoquiam including but not limited to: Development regulations. Traffic patterns. Quality of public facilities. Property ownership, building assessment. Utilization of property/buildings and future plans of property owners. FEMA 100/500 year floodplain. Assessed valuation and tax base. Deliverable: Report on existing conditions in Downtown Hoquiam.	September 30, 2020
Task 1.2	Develop downtown revitalization plan to meet the vision of the community that includes a list of capital improvements necessary in the next six years. Deliverable: Final draft downtown revitalization plan	March 31, 2021
Task 1.3	Adoption of downtown revitalization plan. Public hearing by planning commission. Public hearing by city council. Adoption of plan by city council. Deliverable: Adopted downtown revitalization plan.	June 1, 2021
Task 2	Complete Olympic Stadium Plan	
Task 2.1	Inventory existing conditions in the Olympic Stadium complex including but not limited to: Zoning. Traffic patterns. Quality and current condition of the public facilities. Property ownership of adjacent parcels.	September 30, 2020

	<p>Utilization of property now, in the future and potential opportunities.</p> <p>FEMA 100/500 year floodplain.</p> <p>Deliverable: Report on existing conditions at the Olympic Stadium complex.</p>	
Task 2.2	<p>Develop Olympic Stadium plan to meet the vision of the community with a list of capital improvements necessary in the next six years.</p> <p>Deliverable: Final draft Olympic Stadium plan</p>	March 31, 2021
Task 2.3	<p>Adoption of Olympic Stadium plan:</p> <p>Public hearing by planning commission.</p> <p>Public hearing by city council.</p> <p>Adoption of plan by city council.</p> <p>Deliverable: Adopted Olympic Stadium plan.</p>	June 1, 2021
Task 3	<p>Regional Fire Authority Planning Study</p>	
Task 3.1	<p>Establish Planning Committee consisting of 3 council members from Hoquiam, 3 Council Members from Aberdeen, and staff from both cities.</p> <p>Establish the purpose and needs statement.</p> <p>Evaluation of jurisdictional boundaries.</p> <p>Establishment of governance structure.</p> <p>Establishment of funding and finance mechanisms.</p> <p>Creation of Organizational Structure, personnel and administration.</p> <p>Creation of Operations and Services provided by the RFA, including ambulance transport services.</p> <p>Deliverable: Completed Draft Regional Fire Authority Planning Document.</p>	June 30, 2021

Budget

Deliverable 1.1	Report on existing conditions in Downtown Hoquiam	\$8,500
Deliverable 1.2	Final draft downtown revitalization plan	\$17,000
Deliverable 1.3	Adopted downtown revitalization plan	\$8,500
Deliverable 2.i	Report on existing conditions in the Olympic Stadium district	\$2,750
Deliverable 2.2	Final draft Olympic Stadium plan	\$5,500
Deliverable 2.3	Adopted Olympic Stadium plan	\$2,750
Deliverable 3.1	Completed Draft Regional Fire Authority Planning Document	\$10,000
		\$55,000



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CITY OF HOQUIAM**

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Report From Officer

DATE: July 9, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Fire Engine Bond Measure

Last month the Public Safety Committee was presented with a report recommending a public bond measure to purchase a new fire engine/pumper truck. The City currently has 3 engines that are all beyond the Washington State Rating Bureau's recommended age limit of 15 years. Specifically, Hoquiam's fire engines have 31, 24 and 18 years of service.

Staff reviewed the requirements to place a bond measure on the November general election ballot which would be the least expensive election cost to the City. The deadline to file an ordinance or resolution with the Grays Harbor County Auditor is August 4th. If the council would like to proceed, an ordinance to place the ballot measure would need to be adopted at the July 27th Council meeting.

Members of the Hoquiam Fire Department have reviewed recent purchases of fire apparatus by the City of Aberdeen and other fire agencies across the state. The estimated cost of a new Hoquiam fire engine with the appropriate equipment totals \$850,000.

Recommendation:

Staff recommends that the Council place a formal ordinance on the July 27th agenda for consideration.



**Office of the Finance Director
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 538-3969 – FAX (360) 538-0938
Email: cschmid@cityofhoquiam.com

Report From Officer

DATE: July 22, 2020
TO: Mayor Ben Winkelman and Council Members
FROM: Corri Schmid, Finance Director
SUBJECT: Wireless Access Points

The City needs to upgrade their wireless internet capacity due to the increased use of wireless devices due to COVID-19. For example, court hearings/arraignments, staff meetings, staff trainings, virtual visitation for inmates, etc.

The City received the following three quotes without sales tax and will seek reimbursement for this expense through the COVID-19 relief funds:

- CDW - \$16,596.30
- SHI – 16,404.08
- Tech ConneX - \$16,044.98

Recommendation:

Staff recommends that the Council approve the purchase of wireless access points through Tech ConneX for \$16,394.98.

RESOLUTION NO. 2020 -- _____

A RESOLUTION adopting the Grays Harbor County Solid & Hazardous Waste Management Plan for Years 2020 to 2025.

WHEREAS, RCW 70.95 requires local governments to prepare local solid waste plans based upon state guidelines; and

WHEREAS; the cities and county have previously resolved to jointly plan with Grays Harbor County for future waste management; and

WHEREAS, the cities and the county have had the opportunity to review and provide input to the draft Grays Harbor County Solid & Hazardous Waste Management Plan for Years 2020 to 2025; and

WHEREAS; the Washington State Department of Ecology, the Washington State Utilities and Transportation Commission, and the Washington State Department of Agriculture have reviewed and approved the draft Plan as to form and content; and

WHEREAS, final adoption of the Grays Harbor County Solid & Hazardous Waste Management Plan for Years 2020 to 2025 by the Board of Commissioners and the Department of Ecology is contingent upon adoption by the participating cities in Grays Harbor County; and

WHEREAS, it appears to be in the best public interest to adopt and implement the Grays Harbor County Solid & Hazardous Waste Management Plan for Years 2020 to 2025,

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 Grays Harbor County Comprehensive Solid & Hazardous Waste Management Plan for Years 2020 to 2025 is hereby adopted in its entirety.

ADOPTED by the Mayor and City Council on July 13, 2020.

Ben Winkelman – Mayor

ATTEST:

Corrine Schmid – Finance Director

RESOLUTION NO. 2020 – ____

A RESOLUTION listing 502 J Street, on the Hoquiam Register of Historic Places.

WHEREAS, The Hoquiam Historic Preservation Commission considered the nomination of 502 J Street to be listed on the Hoquiam Register of Historic Places at a public meeting, following the giving of notice to the public pursuant to Hoquiam Municipal Code Section 10.06.050; and

WHEREAS, the Hoquiam Historic Preservation Commission found that 502 J Street is eligible to be listed on the Hoquiam Register of Historic Places and made a recommendation to the Hoquiam City Council that it be so listed, **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. 502 J Street shall be listed on the Hoquiam Register of Historic Places pursuant to Hoquiam Municipal Code Chapter 10.06.

ADOPTED by the Mayor and City Council on July 13, 2020.

BEN WINKELMAN – Mayor

ATTEST:

CORRINE SCHMID – Finance Director

RESOLUTION NO. 2020 – ____

A RESOLUTION listing “The Vasa Hall Building,” 1941 Riverside Drive, on the Hoquiam Register of Historic Places.

WHEREAS, The Hoquiam Historic Preservation Commission considered the nomination of “The Vasa Hall Building,” 1941 Riverside Drive, to be listed on the Hoquiam Register of Historic Places at a public meeting, following the giving of notice to the public pursuant to Hoquiam Municipal Code Section 10.06.050; and

WHEREAS, the Hoquiam Historic Preservation Commission found that 1941 Riverside Drive is eligible to be listed on the Hoquiam Register of Historic Places and made a recommendation to the Hoquiam City Council that it be so listed, **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. 1941 Riverside Drive, “The Vasa Hall Building,” shall be listed on the Hoquiam Register of Historic Places pursuant to Hoquiam Municipal Code Chapter 10.06.

ADOPTED by the Mayor and City Council on July 13, 2020.

BEN WINKELMAN – Mayor

ATTEST:

CORRINE SCHMID – Finance Director