



CITY COUNCIL AGENDA

March 24, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PROCLAMATION** – HHS State Wrestling Champion Oliver Bryson
3. **COMMUNICATION** –
 - a. Grays Harbor Conservation District
 - b. Buck Giles – Mountain Bike Trail Park Plan
4. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, March 24, 2025, at 10:00 AM. Written comments will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
5. **CONSENT AGENDA**
 - a. Council Minutes of March 10, 2025
 - b. Claims & Payroll
 - c. Renewal Ambulance Billing Agreement – Systems Design West
 - d. Renewal Forestry Contract – Kurt Estes
6. **COUNCIL ACTION/DISCUSSION**
 - a. **COMMITTEE REPORTS**
 1. Revitalization Task Force
 - b. **OFFICERS REPORTS**
 1. Timber Sales - 2025-1 and 2025-2
 - c. **MAYORS REPORTS**
 - d. **COUNCIL REPORTS**
7. **LEGAL BUSINESS**
 - a. **OTHER LEGAL**
 - b. **ORDINANCES**
 - c. **RESOLUTIONS**
8. **EXECUTIVE SESSION** (Per RCW 42.30.110)
9. **OLD BUSINESS**
 - a. Feathered Flags
10. **NEW BUSINESS**
11. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so. Comments may also be emailed to cschmid@cityofhoquiam.com by Monday, March 24, 2025, at 10:00 AM. Written comments will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
12. **ADJOURN**

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

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

City of Hoquiam MTB Trails

A proposed concept for mountain bike trails
built adjacent to Gable Park

Overview

A small system of mountain bike trails located at Gable Park will be a boon to Hoquiam and Grays Harbor Residents. Results of having such trails include, but are not limited to:

- Create opportunities for local recreation and health
- Promote lifelong activities for future generations
- Increase accessibility for residents
- Create opportunities for recreation tourism and ecotourism
- Allow opportunities to host events

Where can we build trails?

The City of Hoquiam owns a number of parcels that could be locations for trails. Gable Park presents the ideal location for access, visibility, and terrain.



Expected Costs to Build Trails

Evergreen Mountain Bike Alliance

- Average cost per mile \$55k/mile

Sensus RAD Trails

- Average cost per mile \$30k/mile

Cost to Build: Sensus RAD Trail Quote

La Vogue Cyclery has consulted with two trail building entities, Evergreen Mountain Bike Alliance and Sensus RAD Trails with the ultimate decision to secure a complete quote from RAD. Below is their mission statement:

- R.A.D. Trails is our way of giving back here at Sensus Grips. With our success of building a riding community based around the best riders in the world, we realized the need to put our resources into the growing next generation. R.A.D. Trails is a registered 501c(3) organization with the goal of bringing progressive trails, bike parks, and community to the mainstream. Whether it's a pumptrack for strider bikes, a world record jump or anything in between, we pledge to use the most skilled and stoked individuals to bring your project to life.

ESTIMATE Sensus RAD Trails 4855 Warm Way Reno, NV 89509	Radtrails@thesensus.com +1 (845) 665-9572	SENSUS R.A.D. TRAILS				
Bill to La Vogue Cyclery	Ship to La Vogue Cyclery					
Estimate details Estimate no.: 1061 Estimate date: 01/23/2025						
#	Date	Product or service	Description	Qty	Rate	Amount
1.		Bike Park Construction	Entire Bike Park Construction (per Foot Approx)	4969	\$6.00	\$29,814.00
2.		Travel	Travel to Hoquiam	272	\$0.75	\$204.00
3.		Fuel	Fuel for Machine	15	\$100.00	\$1,500.00
4.		Machine Rental	Machine Rental	1	\$3,600.00	\$3,600.00
5.		Metal Ramp	Per Ramp (optional)	9	\$2,500.00	\$22,500.00
					Total	\$57,618.00
Accepted date		Accepted by				

Conceptual Trail Network Design



Conceptual Trail Network Design



Yellow = two-way mtb traffic, 0.61 mi of trail or 3,272 ft

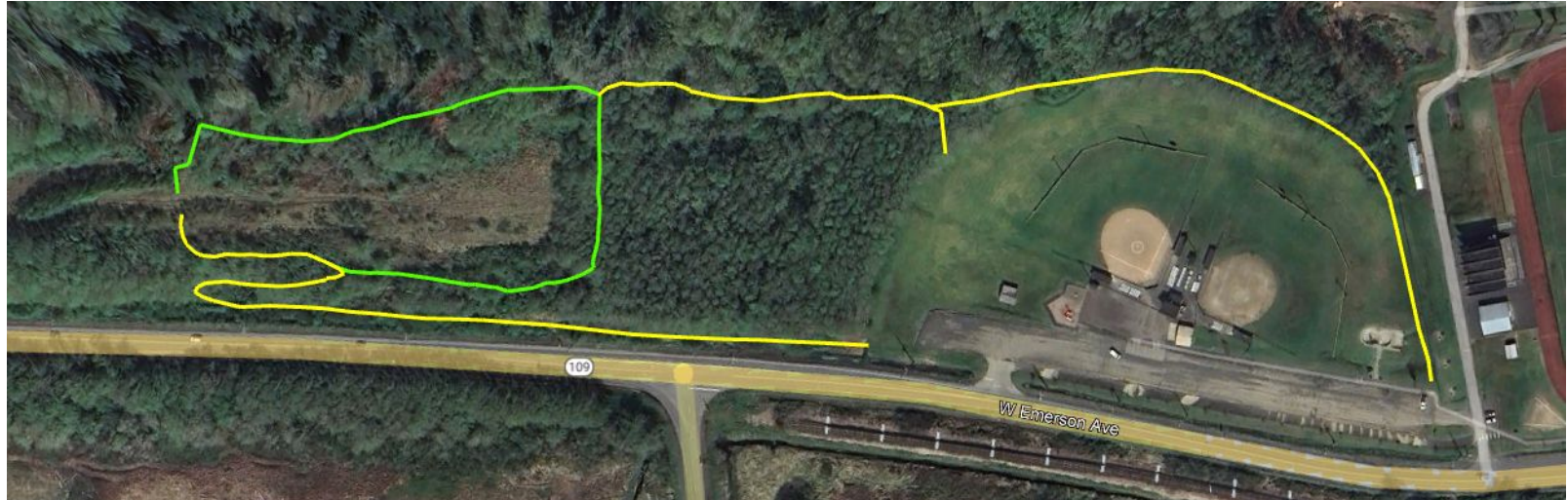
Green = Beginner difficulty trails, 0.37 mi of trail or 1,998 ft

Blue = Intermediate difficulty trails, 0.11 mi of trail or 580 ft

Black = Advanced difficulty trails, 0.11 mi of trail or 580 ft

Design Elements: Phase I

Initial build will focus on accessing the designated ride area that will create a perimeter loop that will be the focus of user access to the network of trails. These trails, yellow for two-directional general traffic use and green for beginner skill designated mtb trail. Total Phase I linear ft of trail built 4,690 ft or 0.87 mi



Examples of Trail Elements: Yellow Trails



Examples of Trail Elements: Green Trails



Design Elements: Phase II

Continuing the build will focus on more skill centered trails with progressive features aimed at increasing the skills of riders. These trails would include another beginner (green), introduce an intermediate (blue), and allow one advanced (black) trail. These trails would include elements such as bermed turns, rollers, table-top jumps, and other difficulty graded features. Total distance built 1,740 ft or 0.33 miles.



Examples of Trail Elements: Blue Trails



Examples of Trail Elements: Black Trails



Examples of Trail Elements: Additional Potential Features



Mitigating Risk with Signage, Examples from Maui

MOUNTAIN BIKER'S RESPONSIBILITY CODE

Mountain biking involves risk of serious injury or death.
Your knowledge, decisions and actions contribute to
your safety and that of others.

ALWAYS:

STAY IN CONTROL. You're responsible for avoiding objects and people.

KNOW YOUR LIMITS. Ride within your ability. Start small and work your way up.

PROTECT YOURSELF. Use an appropriate bike, helmet and protective equipment.

INSPECT AND MAINTAIN YOUR EQUIPMENT. Know your components and their operation prior to riding.

INSPECT THE TRAILS AND FEATURES. Conditions change constantly; plan and adjust your riding accordingly.

OBEY SIGNS AND WARNINGS. Stay on marked trails only. Keep off closed trails and features. Ride in the direction indicated.

BE VISIBLE. Do not stop where you obstruct a trail, feature, landing or are not visible.

LOOK AND YIELD TO OTHERS. Look both ways and yield when entering or crossing a road or trail. When overtaking, use caution and yield to those ahead.

COOPERATE. If involved in or witness to an incident, identify yourself to emergency services.

**Know and Follow the Code.
It is Your Responsibility.**

West Maui Bike Park Rules and Guidelines

The bike park is an unsupervised facility
You are entering and riding at your own risk
Trails and features can be dangerous in any condition

No (E)motocycles, motorized vehicles, including RC cars

RIDER SAFETY

- Riding off trails can cause damage to the park, stay on trail
- Respect trail closures, do not modify trails or features
- Follow all directional signage • Do not skid out on trails
- Do not walk on the sides of features
- Do not stop in areas with poor visibility

SAFETY GEAR

Take the necessary steps to protect yourself to ride another day. Injuries can be a fact of life with bicycling, but you can minimize the effects with the proper safety gear:

- All bikes must have working brakes
- Helmets and closed toe shoes are required
- Shin, knee, elbow and body armor provides impact protection for wrecks and saves skin

PEDESTRIAN & SPECTATOR SAFETY

- For your safety please stay off of the designated bike trails
- Find a safe area off the trail to watch riders
- Parents, make sure your kids do not wander in bike areas
- Dogs must be leashed at all times, clean up after your pets
- There are no trash services on site • Pack it in, pack it out

NO RESTROOMS ON SITE

ASK QUESTIONS & LEARN FROM EXPERIENCED RIDERS

Mitigating Risk with Signage, Examples from Maui



**READ THE
FOLLOWING:**

**Pedal bikes and
Class 1 E-bikes only.**

**ABSOLUTELY
NO THROTTLES**

**West Maui Bike Park is a private park,
on private property, built and
operated by volunteers. Respect the
park and other users, at all times.**

**ACCESS CAN AND WILL BE
REVOKED AT ANY TIME**

**ENTER
AT YOUR
OWN RISK**

**Access and admission to the
West Maui Bike Park shall always
remain free of charge for all house
guests and recreational users.**

**Per Hawaii Recreational Use
Statute, HRS 520. Maui Mountain
Bike Coalition does not extend
any assurance that the premises
are safe for any purpose.**

Ongoing Maintenance

- Ongoing Maintenance would be volunteer led, spearhead by sponsored “Dig Days” by La Vogue Cyclery
- Riders/users follow an ethos of “No Dig, No Ride”

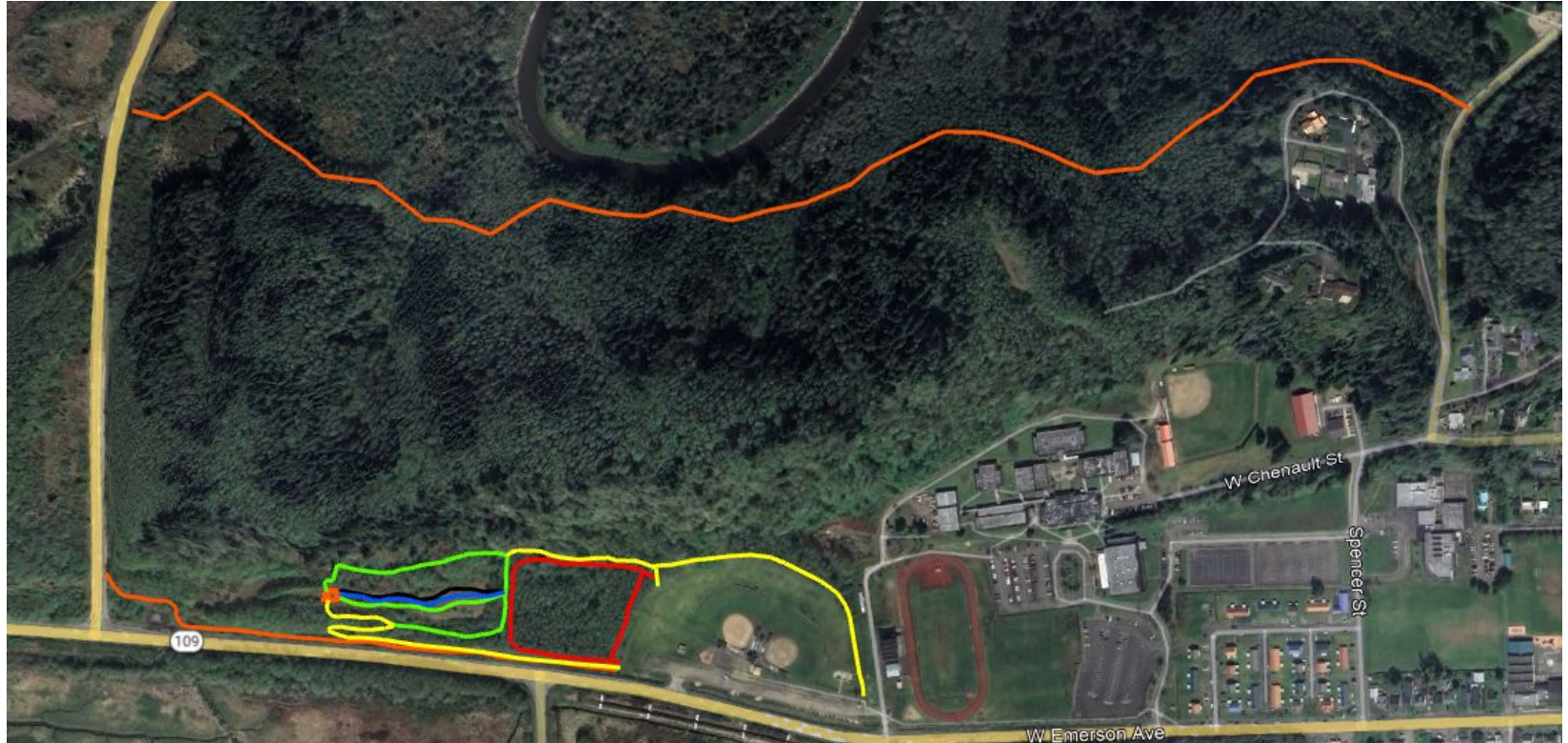
Funding Source(s)

- Grays Harbor Community Foundation
 - Community Building Grants
 - Max Award \$30k
 - Deadlines to Apply October 1 and February 1
 - Quarterly Impact Grants
 - Max Award \$5k

Growing the System: Boardwalk in Wetlands



Growing the System: Pedestrian Loop with The Baja



Regulatory Hurdles

- Are there wetland delineations within the area?
- What type of building permit is required?
- What are the city's standards of signage for public use of such facilities?
- Does the Washington State Recreation Immunity Clause apply to City Properties?

Appendix of Notable Related Items/Sources

- [TrailForks.com](https://www.trailforks.com) (maps of trails local and abroad)
- [WashingtonLeague.org](https://www.washingtonleague.org) (MS/HS Student MTB Racing)
- [WestSidemtb.com](https://www.westsidemtb.com) (local-ish amatuer mtb racing)
- [FriendsofCapitolForest.org](https://www.friendsofcapitolforest.org) (Olympia based volunteer non-profit group)
- [IMBA.com](https://www.imba.com) (International MTB advocacy group)

Notable Communities that added MTB Trails to their Land Use

Darrington, WA | Oaksridge, OR | Breckenridge, CO | Port Gamble, WA



CITY OF HOQUIAM

City Council Meeting Minutes

March 10, 2025

CALL TO ORDER	Mayor Winkelman called the meeting to order at 7:00 p.m. Community Member Chris Gunders led the flag salute.
ROLL CALL	<p>Those in attendance at the meeting were Mayor Winkelman and Councilmembers Anderson, Brooks, Gillis, Hinchey, Larsen, Pauley, Puvogel, Reid, Smith and Thornton. Absent from Council Meeting were Councilmember Carlstrom and Nelson.</p> <p>Staff in attendance were Police Chief Joe Strong, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, and Council Secretary Kayla Nielsen.</p>
APPROVAL OF THE AGENDA	Councilmember Brooks moved to accept the agenda, supported. Passed by voice vote.
COMMUNICATION	No communication presented.
PUBLIC COMMENT	No Public Comment presented.
CONSENT AGENDA Council Minutes of February 24, 2025	Councilmember Brooks moved to approve Council Minutes of February 24, 2025. His motion was seconded by Councilmember Hinchey and passed by voice vote.
COUNCIL ACTION/DISCUSSION	
Committee Reports	No Committee Reports presented.
Officers Reports	No Officers Reports presented.
Mayors Reports Levee Information	Thank you to all of those you put together the Levee Information down by the 8 th Street Landing.
Olympic Stadium	In the next couple weeks, the Revitalization Task Force should be getting together to provide more direction.
Musical	Congratulations to Councilmember Puvogel on the Musical.
Council Reports	No Council Reports presented.



CITY OF HOQUIAM
City Council Meeting Minutes

March 10, 2025

<p>LEGAL BUSINESS</p> <p>Ordinances</p>	<p>No Ordinances were presented.</p>
<p>Resolutions</p>	<p>No Resolutions were presented.</p>
<p>Other Legal</p> <p>Grays Harbor County Tourism Grant Agreement – Olympic Stadium Renovation Project</p>	<p>Councilmember Puvogel moved to Approve the signing of this agreement. Councilmember Brooks moved to support. Discussion followed. Supported by voice vote.</p>
<p>Grays Harbor County Tourism Grant Agreement – Olympic Stadium Concerts and Sports Tournament Marketing Project</p>	<p>Councilmember Puvogel moved to Approve the signing of this agreement. Councilmember Brooks moved to support. Discussion followed. Supported by voice vote.</p>
<p>Amendment to the Grays Harbor County MOUD Agreement</p>	<p>Councilmember Puvogel moved to approve this agreement. Councilmember Pauley moved to support. Discussion followed. Supported by voice vote.</p>
<p>OLD BUSINESS</p> <p>Farm Stand</p>	<p>Councilmember Reid asked Brian Shay for any update on the Farm Stand. Brian Shay spoke on the topic of the Farm Stand.</p>
<p>Feather Signs</p>	<p>Councilmember Gillis motioned to put the feather signs back on the agenda. Councilmember Smith supported this motion. Passed by voice vote.</p>
<p>Biking Trails</p>	<p>Councilmember Anderson asked if the Council needed to act on the biking trails. Councilmember Gillis and Councilmember Brooks met with Buck. Buck is planning on presenting a plan to the Council.</p>
<p>NEW BUSINESS</p> <p>Revitalization Committee</p>	<p>Councilmember Larsen needs more participation on the Revitalization Committee. Councilmember Brooks and Councilmember Gillis were appointed to this committee.</p>



CITY OF HOQUIAM

City Council Meeting Minutes

March 10, 2025

Home of the Grizzlies Sign	Councilmember Hinchon asked if this sign will be going back up on the Olympic Stadium. Brian Shay spoke on this topic.
Councilmember Absences	Councilmember Puvogel moved to excuse the absence of Councilmember Carlstrom and Nelson. This was supported and passed by voice vote.
Utility Bill	Councilmember Smith asked if the city can address the sewer rate. Brian Shay spoke on the topic of the sewer rate and explained more.
Loan/Grant Billing	Councilmember Thornton asked Brian Shay the process of paying back a loan or grant. Brian Shay spoke on the topic.
Zoning	Councilmember Reid asked for Zoning to be put on the next Agenda. Please include a proposal from the company who does the zoning.
SECOND PUBLIC COMMENT	
Cassandra Harrison – Cherry St.	Spoke on the water bill.
Rita Steele – Buchanan St.	Spoke on the water bill.
EXECUTIVE SESSION	No Executive Session held.
ADJOURN	Councilmember Puvogel moved to adjourn the meeting at 7:34 p.m. and his motion was supported and passed by voice vote.
	<hr/> BEN WINKELMAN – Mayor
	<hr/> KAYLA NIELSEN – City Council Secretary

REPORT OF COMMITTEE

Date: March 24, 2025

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

We hereby recommend approval of the following:

Claims Check Numbers	<u>104853</u>	through	<u>105188</u>	<u>\$3,324,745.40</u>
Claims Auto Pays & EFTs	<u>764</u>	through	<u>768</u>	<u>\$29,524.14</u>
Payroll Check Numbers	<u>31073</u>	through	<u>31097</u>	<u>\$223,630.23</u>
Payroll Payments via ACH				<u>\$566,944.45</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension - February				<u>\$301,324.65</u>
Payroll Payments via EFT - for Taxes, Deferred Comp & Pension - January Correction		was	<u>\$295,270.57</u>	s/b <u>\$269,647.48</u>

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into this ___ day of _____, _____ (Effective Date) by and between, City of Hoquiam ("Provider") having its principal location at _____ and Systems Design West, LLC a Delaware limited liability company having its principal place of business located at 19265 Powder Hill Place NE Poulsbo, Washington 98370 hereinafter referred to as the ("Consultant"). Collectively the Provider and the Consultant shall be known as the "PARTIES".

RECITALS:

(a) WHEREAS, the Provider and the Consultant desire to enter into a "Professional Services Agreement",

(b) NOW, THEREFORE, in consideration for the mutual obligations contained herein the Provider and the Consultant, each intending to be legally bound by this agreement, hereby mutually covenant and agree as follows:

1. SCOPE OF SERVICES. The Consultant shall provide to the Provider specific services related to the billing and payment processing of EMS patient transport services that are provided to the general public by the Provider. The following Scope of Services shall be incorporated into this contract as general services performed by the Provider and the Consultant under this agreement.

1.1 The Provider, with assistance from Consultant, shall apply for Provider Status or updated Status with Medicare, Medicaid, and all public and private insurances which will be billed as a part of this Scope of Services. The Provider is responsible for informing the Consultant of any subsequent changes that necessitate updates (e.g. changing an Authorized Official) so that Consultant may complete its duties. The Provider shall assist the Consultant to obtain the necessary certifications, numbers and documentation needed for Consultant to provide the services identified in sections 1.2 and 1.3 below, obtain and maintain credentials for payer websites that require vendor access to be given only through a Provider representative and facilitate access for the Consultant's representatives. Provider may not share its NPI number with another medical billing entity without written acknowledgement and approval from Consultant. The Provider agrees to furnish and assist the Consultant with the following:

(a) The Provider agrees to provide a complete and legible "PCR" (Patient Care Report) to the Consultant including patient name, address and pertinent billing and insurance information from the field, including a copy of the patient signature for authorization of benefits and responsibility for payment, authorizing billing of Medicare, Medicaid and any insurance the patient is a subscriber to. The original patient signature must be maintained by the Provider and made available to the Consultant and/or insurance payers upon request. The amounts to be billed will be determined by the Provider in the form of a resolution or ordinance to be incorporated into this agreement as an attachment exhibit. Any subsequent increases to established fees must be communicated to the Consultant, in writing, prior to the submission of affected PCRs. "Automatic" annual increases should be communicated in writing as dollar amounts for confirmation each year. PCRs must be sent using a NEMESIS compliant XML format, or an additional fee may be charged.

(b) The Provider agrees to furnish the Consultant with hospital ER forms (face/admit sheets) with demographic and insurance information attached to the PCR if requested by Consultant. Copies of any payments made directly to the Provider will be forwarded to the Consultant for accounting purposes in a timely manner. The Provider agrees to generate any refund checks due to overpayments identified by the Consultant directly to the payer to which the refund is due, based on detailed information provided by the Consultant. The Provider shall provide additional information as may be required by insurance companies or other agencies in order to facilitate the Consultant's obligations to the Provider.

(c) The Provider agrees to furnish to the Consultant to be made part of this agreement as an attachment: resolutions pertaining to this Scope of Services; specific write off policies; collections procedures; rates and fees to be charged by the Provider and administered by Consultant as part of the Scope of Services performed under this agreement. Provider agrees to inform Consultant of any subsequent changes to these documents in writing in advance of when the new policies, procedures and/or rates take effect.

(d) The Provider agrees to complete registration with Consultant's vendors as applicable for Consultant to be able to fulfill its obligations to Provider. Such vendors may include e-payment and merchant services portal, remote deposit capture services, and clearinghouse registration.

1.2 Upon receipt of the PCRs from the Provider, the Consultant shall: set up a patient account in Consultant's proprietary software application and create a patient record; perform claim submissions, including follow up statements and any necessary rebilling of EMS patient transport services provided by the Provider to the subscriber's medical insurances, Medicare, Medicaid and any and all known secondary insurance providers; produce and forward CMS 1500 forms and/or electronic medical claims; produce and mail an initial invoice and subsequent statements to all private patient accounts on behalf of the Provider; file any applicable appeals to insurance payers and/or Medicare and Medicaid on behalf of the patient if necessary to pursue the claim. Provider shall maintain a system to reconcile the number of PCRs sent to Consultant monthly.

1.3 The Consultant shall: receive at its facilities all payments (except those directly deposited into the Provider's account by insurances and Medicare/Medicaid via EFT) Explanations of Benefits and Electronic Remittance Advices; account for all payments; deposit all funds directly into the Provider's "deposit only" account; forward deposit information to the Provider within 24 hours of such deposit; initiate and forward refund information and adjustments made on behalf of the patient's account to the Provider. The Consultant shall provide to the Provider a minimum of four (4) standard reports each month including: a) Aged Accounts Receivable b) Month End Summary c) Annual Collection Statistics d) Transaction Journal. These reports will include information related to amounts billed, amounts collected and uncollected, insurance and Medicare/Medicaid allowable and disallowable. For payments and remittances that are wholly electronic portal-based, Provider shall grant access to Consultant's representatives as needed for various payer portals.

1.4 The Consultant shall provide live customer service to Provider's patients via toll free phone numbers to answer patient billing questions Monday through Friday from 8:00am through 6:00 pm, Pacific Standard Time (except Federal holidays).

1.5 The Consultant shall provide all labor, materials and equipment necessary to perform the work specified in the above scope of services. The Consultant is responsible for ensuring any subcontractor or vendor agencies are fully licensed and qualified to perform such work. For subcontracted payment processing and merchant services, Consultant is responsible for ensuring subcontractor or vendor maintains PCI compliance, and that the vendor or Consultant must be able to provide a PCI compliance certificate to Provider annually, at most.

1.6 Additional services: Additional services not specified in this Scope of Services (e.g. transferred accounts, non-routine auditing, targeted trainings, paper PCRs) may be added for an additional fee agreed upon in writing.

1.7 Parties acknowledge that despite best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error unless the error is found by the Consultant and corrected without consequence to Provider. Consultant's sole obligation in the event of a billing error will be to correct the error, at no cost to the Provider, by making the appropriate changes to the information in its system, posting a refund if appropriate, and rebilling the underlying claim if permissible.

2. FEES, EXPENSES, & PAYMENT. Providers will receive a monthly invoice. For and in consideration of the services provided by the Consultant identified above, the Provider shall pay to the Consultant an amount not to exceed \$25.00 per transport. A \$15.00 surcharge applies to open accounts transferred to Consultant for additional processing.

In addition, the Provider will pay actual postage at current USPS postage rates for patient invoices, statements, and Certified Mail PCS requests per the Scope of Services performed under this agreement. Provider shall remit payment for services rendered under this agreement to the Consultant within 30 days from receipt of Consultant's monthly invoice to the Provider. Progress invoices may be sent if there are significant delays in PCR receipt from the Provider. A \$50.00 minimum applies to all invoices. Price adjustments may occur from time to time, no more than annually, and with written notification from Consultant at least 90 days in advance. If the Provider does not send a billable transport within 12 months of the effective date of this Agreement, Consultant will invoice Provider \$750.00 for enrollment services. If the Provider requires new enrollment services for any reason, such as lapsed enrollments or creation of a new legal entity, re-enrollment services shall result in a \$1,000.00 charge.

3. PAYMENT OF TAXES. The Consultant shall be liable for any and all federal, state, and local sales, excise taxes and assessments as a result of the payment for services rendered under this agreement.

4. TERM OF AGREEMENT. The Consultant shall commence the work called for in this agreement on the date of the agreement and perform such work uninterrupted and automatically renew upon the anniversary date unless the agreement is terminated by either party (see Section 7). This agreement may be amended by the parties upon mutual agreement of terms and conditions with the acknowledgement of an amendment to the Professional Services Agreement to be signed by both parties of the agreement.

5. SCHEDULE OF ATTACHMENT EXHIBITS. The following attachments are acknowledged by the parties and made part of this Agreement.

1. Rates to be charged per transport [to be provided by the Provider]
2. Billing & Collection Policies to be administered [to be provided by the Provider]
3. Consultant's Certificate of Liability Insurance
4. Business Associate Agreement, signed by both parties

6. INDEPENDENT CONSULTANT STATUS. The Consultant performs this Agreement as an independent Consultant, not as an employee of Provider. Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Provider and an independent Consultant.

7. TERMINATION. Either party may terminate this agreement with a minimum of 90 days' written notice to the other party. The Consultant shall upon termination by either party provide 60 days of follow up service to the outstanding patient accounts including posting payments, making deposits, and two (2) months of follow up reports to the Provider. Consultant shall deliver and document the return of all documentation in Consultants possession as applicable.

8. INSURANCE. The Consultant shall maintain statutory minimum Worker's Compensation or Labor and Industry insurance as required by the laws of any state or country in which Services are performed. The Consultant will provide and make as part of this agreement as an attachment, a certificate of liability insurance with a minimum amount of commercial general liability of \$ 1,000,000 per occurrence and an aggregate of \$ 2,000,000 and maintain such insurance for the duration of this agreement. The Consultant shall provide an annual updated Certificate of Insurance to the Provider upon the policy expiration date. The Consultant shall provide notice to the Provider in the event the policy is cancelled or terminated for any reason prior to the policy expiration date.

9. END USER SOFTWARE LICENSE & CONFIDENTIAL INFORMATION. The term "CONFIDENTIAL INFORMATION AND SOFTWARE" shall mean: (i) any and all information and proprietary software which is disclosed or provided by either party ("OWNER OF THE INFORMATION") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Provider and Consultant's business or organization, as the parties have conducted it or as they may conduct it in the future. In addition, Confidential Information may include information concerning any of past, current, or possible future products or methods, including information about research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

9.1 TREATMENT OF CONFIDENTIAL INFORMATION. Provider's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Provider shall protect the deliverables resulting from Services with the same degree of care. This agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Provider; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Provider and provided further that diligent efforts are undertaken to limit disclosure.

9.2 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Use and Disclosure of Protected Health Information. The parties hereto agree that in order for the Consultant to perform its duties as expected by the Provider, it will be necessary for the Consultant to use and disclose Protected Health Information ("PHI"), as such term is defined at 45 CFR §164.501. The parties of this agreement further acknowledge and make part of this agreement as an attachment to this agreement a "Business Associate Agreement" to be maintained and updated whenever applicable by either party of this agreement.

9.3 PERMITTED AND REQUIRED USES AND DISCLOSURE OF PHI. The Parties hereto agree that the Consultant may use and disclose PHI in order to carry out any Payment function covered under the definition of "Payment" contained in 45 CFR §164.501. The Parties hereto further agree that the Consultant may use or disclose PHI for any use or disclosure that is required by law.

10. INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

Provider further agrees to indemnify the Consultant and hold it harmless for any third-party claims for ground transport services provided by the Provider and billed by the Consultant to a patient. The Provider hereby agrees to reimburse the Consultant for any damages it incurs as a result of those claims and to reimburse it for its reasonable attorneys' fees and costs associated with defending itself against those third-party actions.

10.1 Notwithstanding any other provision of this agreement, no party shall be liable for (a) any special, indirect, incidental, punitive, or consequential damages, including loss of profits or business arising from or

related to the services or other deliverables hereunder or a breach of this agreement, even if such party has been advised of the possibility of such damages; or (b) any damages (regardless of their nature) for any delay or failure by a party to perform its obligations under this agreement due to any cause beyond the such party's reasonable control.

10.2 Notwithstanding any other provision of this agreement, the Consultant's liabilities under this agreement under any theory of liability, whether based in contract law, tort law, negligence (active or passive), product liability, indemnification or otherwise shall be limited to the direct damages recoverable by the Provider under law not to exceed one times the aggregate amount of fees paid by the Provider to Consultant for the services or other deliverables that gave rise to the claim or that are otherwise the subject of such claim in the one (1) year period preceding the event giving rise to the claim.

11. SURVIVABILITY. The terms of Section 9 and 10 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict. The "Business Associate Agreement" has terms incorporated to establish the continuance of covenants for the parties to disclose PHI for the continued operations of "Payment".

12. WARRANTIES AND REPRESENTATIONS. Each party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. Consultant warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. To the extent Services provided by Consultant are advisory; no specific result is assured or guaranteed. Consultant EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED.

13. NOTICE. Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party related to any of the content of this agreement shall be presented in writing and served personally or sent by prepaid, first class mail to the addresses set forth below. Either party may change its address by notifying the other party of its change of address in writing.

Provider: City of Hoquiam

Consultant: Systems Design West, LLC
19265 Powder Hill PI NE
Poulsbo, WA 98370

14. NONWAIVER. No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both parties. No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers

of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition.

15. **APPLICABLE LAW.** The laws of the State of Washington shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim, or proceeding arising out of, or based upon this Agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate court in the State of Washington.

16. **CONFLICT OF INTEREST.** The Consultant covenants, warrants and represents that the Consultant or any employees of Consultant has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this Agreement. The Consultant further covenants, warrants and represents that in the performance of this Agreement, no person having any such interest shall be employed by the Consultant in the future.

17. **ASSIGNMENT.** This Agreement may be assigned by Consultant. Provider may assign this Agreement directly or by operation of law with the prior written consent of Consultant, which shall not be unreasonably withheld.

18. **ENTIRE AGREEMENT.** This Agreement and any schedules, appendices, attachments and exhibits attached hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties hereto, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this Agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties of this Agreement hereto unless reduced to writing and signed by both parties. This Agreement constitutes a final, complete and exclusive statement of the agreement between the parties and supersedes any prior Agreements on the Effective Date.

The Parties hereby agree to all of the above terms, conditions, covenants and have executed this Agreement by a duly authorized representative.

SIGNATURES ON FOLLOWING PAGE

Date: _____

City of Hoquiam
"Provider"

By: _____

Print: _____

Title: _____

Date: _____

Systems Design West, LLC
"Consultant"

By: _____

Print: _____

Title: _____

CITY OF HOQUIAM

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this 24th day of March, 2025, by and between the CITY OF HOQUIAM, a Washington municipal corporation, hereinafter referred to as the "CITY" and ESTES TIMBER, LLC, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement. SERVICE PROVIDER shall provide forestry services, such as tree planting contract administration and auditing, timber sale layout, timber inventory plot work, and slash burning, in the CITY's watershed, all at the direction of the City's Forester.

2. TERM.

The term of this agreement shall commence on April 1, 2025 and shall end on May 31, 2026.

3. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY, at the rates set forth in the attached 2025 Rate Schedule, which is marked "Exhibit A," and incorporated herein by reference.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The SERVICE PROVIDER shall submit to the CITY Clerk Treasurer on forms approved by the Finance Director, a voucher or invoice for services rendered during the pay

period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

4. REPORTS AND INSPECTIONS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the SERVICE PROVIDER under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17 R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands.

B. The SERVICE PROVIDER shall at any time during normal business hours and as often as the CITY or State Examiner may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the CITY or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The CITY shall receive a copy of all audit reports made by the agency or firm as to the SERVICE PROVIDER'S activities. The CITY may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the SERVICE PROVIDER'S activities which relate, directly or indirectly, to the Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent SERVICE PROVIDER/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance Of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment on this Project. The SERVICE

PROVIDER may however employ that (those) individuals on other non-CITY related projects.

7. HOLD HARMLESS AND INDEMNIFICATION.

A. The SERVICE PROVIDER shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, or in connection with, or incident to, the execution of this Agreement and /or the SERVICE PROVIDER'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents, employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SERVICE PROVIDER, and provided further, that nothing herein shall require the SERVICE PROVIDER to hold harmless or defend the CITY, its agents, employees, and/or officers from any claims arising from the sole negligence of the CITY its agents, employees, and/or officers. The SERVICE PROVIDER expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason or entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representative, employees or subcontractors.

The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER. The CITY shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required insurance policies.

The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The SERVICE PROVIDER'S insurance shall be primary insurance with respect to the

CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

B . Workers's Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement including but not limited to:

- a. The work product described above.
- b. All digital files including spreadsheets, word processed documents, graphics, etc.
- c. All map and engineering drawing files, etc. including their digital form.

10. PRODUCT STANDARDS

The CITY shall have the right to require delivery of services and products in a format compatible with CITY standards. Such standards may include but are not limited to:

- a. Map and drawing digital files
- b. Word processing text and documents
- c. Graphics files
- d. Document size and shape
- e. Etc.

11. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The SERVICE PROVIDER shall obtain a CITY OF HOQUIAM business license prior to beginning work on the contract.

B. The SERVICE PROVIDER specifically agrees to pay any applicable business and occupational (B&O) taxes which may be due on account of this Agreement.

12. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in

employment because of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services, or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

13. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, State and/or Federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

14. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and be made a part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized

representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. TERMINATION.

A. Termination for Convenience. The CITY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the SERVICE PROVIDER. The SERVICE PROVIDER shall be paid its costs, including contract close-out costs, and fees for work preformed, up to the time of termination. The SERVICE PROVIDER shall promptly submit a termination claim to the CITY. If the SERVICE PROVIDER has any property in its possession belonging t the CITY, the SERVICE PROVIDER will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this

Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

22. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

23. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modifications of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute waiver of any other of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY: CITY OF HOQUIAM
609 Eighth Street
Hoquiam, WA 98550

Ben Winkelman, Mayor

SERVICE PROVIDER: ESTES TIMBER, LLC
Address: 719 Bluff Avenue
Hoquiam, WA 98550
(360) 580-2535

Signature: _____

Printed Name: KURT ESTES

Title: _____

APPROVED AS TO FORM:

Steve Johnson, City Attorney

Estes Timber, LLC
Contact person: Kurt Estes
719 Bluff Ave
Hoquiam WA 98550
estestimber@gmail.com
360-580-2535
UBI number: 604-340-349
Auto Policy #08396337-0
General Liability #WAS-449020
Federal Tax #83-2330971
Master Logger WCLA #11103

2025 Rate Schedule

Engineering and unit layout, Forest practice permits, SEPA documents, Timber cruising, contract administration, consultation with public and regulatory agencies, meetings, Etc.
\$95.00 Hour

Two man crew engineering \$130.00/hr.

Mileage* \$0.70/mile. (IRS rate 2025-*both ways)

Permits with application fees and technical reports shall be the responsibility of the landowner.

Reimbursements Supplies at cost.

Dear City of Hoquiam,

Please accept this letter as a formal letter of recommendation by the Revitalization Task-force on this 19th day of March of 2025.

We recommend the following:

1. The Council accept and support Buck Giles' mountain bike trail plan.
2. The Council investigate implementing improved parking and beach access as per the task force's Downtown and Olympic Stadium Historic Preservation and Revitalization Plan and Waterfront Development Plans.
3. City staff contacts nuisance/derelict property owners, specifically to include but not limited to Washingtonian Print & Gambur's (previously "The Detour").
4. We encourage the city to hire a consultant to assist with a comprehensive zoning plan as discussed at the Council's March 10th council-meeting.
5. The Council close on all Emmert properties previously identified by the task-force.

Additionally, we would like to urge city staff to contact The Moore-Wright Group of the Econo Lodge located at 910 Simpson Ave regarding their plan for this aforementioned property, as it previously supplied the city with lodging tax revenue. We'd also like to inquire about their usage of their other recent acquisition within the Revitalization Plan Area of the Lion Guard Gaming building (previously Ace Hardware) located at 414 Seventh Street, as it was identified as an important building in the Revitalization Plan due to its close proximity to the bus station and its location in the Hoquiam Historic District.

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



**Office of the City Administrator
CITY OF HOQUIAM**

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

Report From Officer

DATE: March 18, 2025
TO: Mayor Ben Winkelman and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: Timber Sales 2025-1 and 2025-2

City Forester John Bull made a formal call for bids regarding Timber Sales 2025-1 and 2025-2. Both sales were bid a scale sales based upon the estimated volume of timber harvested with set prices for all species of wood, except for Western Hemlock (WH) and Douglas Fir (DF) which is the majority of the timber planned for the harvest. The total volume is estimated at 5671 million board feet (MBF).

Chehalis Valley Timber was the high bidder on TS 2025-1 at an estimated value of \$1,239,077.00 and on TS 2025-2 at an estimated value of \$1,751,310.00. These two sales combine for \$2,990,387 in revenue that will be utilized towards our large utility infrastructure projects like the North Shore Levee.

A copy of the bid tab is attached to for each sale. City staff was very pleased with the high prices offered by the bidders.

Recommendation:

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

Timber Sale 2025-1

March 18, 2025

Bidder	Bid Amount
Chehalis Valley Timber	\$1,239,077.00
Sierra Pacific Inc.	\$1,176,215.21
Murphy Company	\$1,112,597.87
Harbor Timber	\$1,111,691.57

Timber Sale 2025-2

March 18, 2025

Bidder	Bid Amount
Chehalis Valley Timber	\$1,751,320.00
Murphy Company	\$1,661,595.37
Sierra Pacific Inc.	\$1,590,205.86
Harbor Timber	\$1,553,010.23



Planning Commission Report

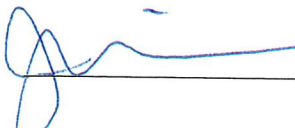
DATE: November 18, 2024
To: Mayor Ben Winkelman and City Council members
Re: Feathered flags/banners

We, your Planning Commission, recommend:

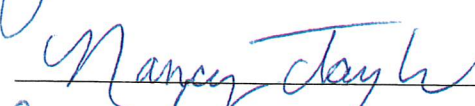
- Considered Temporary Signs
- Allow for 90 days
- Sign application required
- Must be commercial grade material only
- Mounting must be to mounting specification
- Must be in good condition, not tattered or faded
- Can not block walkways, traffic easements, visibility, etc.
- Can not be located in school zones
- Can not be electrified or illuminated
- Limit 1 sign except for outlying areas up to 2

Committee Members


Jennifer Winkelman, Chair



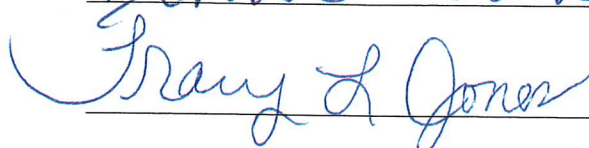
Nancy Taylor



Denise Burke



Tracy Jones



Chris Frye

JACK BRODHEAD



Gordon Jacobs
2633 Pacific Ave.
Hoquiam, WA 98550

RECEIVED

MAR 17 2025

CITY OF HOQUIAM

3/17/2025

To Council of City of Hoquiam

I am a resident of Hoquiam and my home since 1980.
I would like to draw your attention to a pavement problem in the block I live.
For a considerable number of years now the alley's pavement has needed repair.
I live in lot 25 blk 50. This alley teas off on the west and goes to exit on 27th street.
On the east end the pot hole dips are deep. See photo depressions filled with water.
The tee section crosses directly behind the east fire station. In the past there was a
graveled section about 4'x 6' directly behind the east fire station that I found to be intolerable.
Therefore I took it on myself to repair it. At high expense I might add. Digging out the gravel
and replacing it with a concrete like asphalt patch. I did that in August 2023. It has
held up well over time. I would like the city to do repairs to the east end of the alley.
And some minor spots in between down to the teed off north exit. I am aware of
the city might not have these repairs in the budget. But I would like to point out
my contributions to the city. The many years I have lived here.
I like my other neighbors have been billed a hefty amount on our utility bills.

Just an example February 2024 to February 2025.

February 2024-336.10, April 2024-388.82, June 2024-380.29, August 2024-438.50,
October 2024-390.79, December 2024-389.16, February 2025-429.98

Total this past year is = **\$2,753.64** I am only one. I assume my neighbors have
done as much. **All I am asking is a return on our investment.**

I thank the Hoquiam city council for their consideration!!

One of your neighbors.

Gordon Jacobs







