



## CITY COUNCIL AGENDA

October 13, 2025

7:00 p.m.

1. **APPROVAL OF THE AGENDA**
2. **PUBLIC HEARING** – Cost to demolish 509 Simpson Ave.
3. **PUBLIC HEARING** – Property Taxes
4. **COMMUNICATION** – Chris Frye – Blue Zone Update
5. **PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council in relation to items on the agenda to do so, state your name and address before your comment. Comments may also be emailed to [knielsen@cityofhoquiam.com](mailto:knielsen@cityofhoquiam.com) by Monday, October 13, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
6. **CONSENT AGENDA**
  - a. Council Minutes of September 22, 2025
  - b. Release of Retainage – Rognlin’s – Safe Routes to School
  - c. Health Care Authority Amendment – Jail Medical Expenses
7. **COUNCIL ACTION/DISCUSSION**
  - a. **COMMITTEE REPORTS**
  - b. **OFFICERS REPORTS**
    1. Costs for Demolition – 509 Simpson Ave.
    2. Public Records – NextRequest
    3. Assistance to Firefighter Grant – Headquarters Station Improvements
  - c. **MAYORS REPORTS**
    1. Request for Public Safety Committee to review speed limits
  - d. **COUNCIL REPORTS**
8. **LEGAL BUSINESS**
  - a. **ORDINANCES**
    1. Littering – Adopting revised state statutes
  - b. **RESOLUTIONS**
    1. Police Surplus – 2018 Ford Explorer
    2. 509 Simpson Ave Cleanup Costs
    3. Setting Public Hearing to vacate a portion of Monroe St south of Eklund on November 10, 2025
  - c. **OTHER LEGAL**
    1. PLIA Grant Agreement – Cleanup of former Arnold Building (Lot next to Hoquiam Brewery)
    2. FIIRE Program 2026
9. **OLD BUSINESS**
10. **NEW BUSINESS**
11. **SECOND PUBLIC COMMENT:** *This is the time for anyone wishing to speak before the council may do so, state your name and address before your comment. Comments may also be emailed to [knielsen@cityofhoquiam.com](mailto:knielsen@cityofhoquiam.com) by Monday, October 13, 2025, at 10:00 AM. Written comments must include your name and address and will be summarized at the meeting but will be documented in the minutes in their entirety. PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.*
12. **EXECUTIVE SESSION** (Per RCW 42.30.110)
  1. Teamsters Negotiations
13. **ADJOURN**

**Council Meeting at 7:00 PM** – attendance in person or remote live stream – this meeting will be recorded and will be live streaming at <https://us02web.zoom.us/j/88663122532>.



# CITY OF HOQUIAM

September 22, 2025

## City Council Meeting Minutes

### **CALL TO ORDER**

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

### **ROLL CALL**

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

Staff in attendance were Police Lieutenant Jeff Salstrom, Fire Chief Matt Miller, City Attorney Steve Johnson, City Administrator Brian Shay, Finance Director Corri Schmid and Council Secretary Kayla Nielsen.

### **APPROVAL OF THE AGENDA**

Councilmember Brooks moved to approve the Agenda. Supported by Councilmember Pauley. Passed by voice vote.

### **COMMUNICATION**

Lynn Ogren – Musical Instruments for Park

Lynn Ogren spoke on the possibility of putting in musical instruments at the park between the train station and fire department.

### **PUBLIC COMMENT**

No Public Comment Presented.

### **CONSENT AGENDA**

Council Minutes of September 8, 2025

Councilmember Brooks moved to approve Council Minutes of September 8, 2025. His motion was seconded by Councilmember Pauley and passed by voice vote.

Claims and Payroll

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

Request for Release of Timber Sale Bonds

Councilmember Brooks moved to approve the request for release of Timber Sale Bonds to Chehalis Valley Timber Inc. His motion was seconded by Councilmember Pauley and passed by voice vote.

### **COUNCIL ACTION/DISCUSSION**



# CITY OF HOQUIAM

September 22, 2025

## City Council Meeting Minutes

### **Committee Reports**

Public Safety & Law  
Committee Report

The Public Safety & Law Committee made a recommendation to create a no parking zone from the corner of 25<sup>th</sup> eastward on Sumner for 100 feet. Moving the speed monitoring sign from Riverside to Sumner Avenue near Ontario. Install crosswalk lights and signage across Sumner at the corner of 25<sup>th</sup>.

Councilmember Brooks moved to accept the report and was seconded by Councilmember Hinchey. Discussion followed and was passed by voice vote.

Public Safety & Law  
Committee Report

The Public Safety & Law Committee recommended that the RV parking on Emerson at Bargewell Park be not by approved because of visibility issues for cross traffic.

Councilmember Brooks moved to accept the report and was seconded by Councilmember Pauley. Discussion followed and was passed by voice vote.

### **Officers Reports**

Communications Gear for  
CRU Members

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

Councilmember Pauley moved to approve this purchase. His motion was seconded by Councilmember Brooks. Discussion was opened – Lt. Salstrom spoke on the topic. Passed by voice vote.

Replacement of Patrol  
Vehicle

The police department is requesting the City Council approve the purchase of a new patrol car vehicle off available State Bid pricing using budgeted funds.

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

### **Mayors Reports**

Arcade in Hoquiam

New Arcade opening in the old Safeway building – 214 6<sup>th</sup> Street, Hoquiam



# CITY OF HOQUIAM

September 22, 2025

## City Council Meeting Minutes

Speed	Encourage Public Safety Committee to bring all safety issues to the Council and to consider reducing the speed through town.
Musical Instruments in Park	Thank you, Lynn Ogren, for your presentation and thank you to the donors of the musical instruments.
Loggers Playday	Looking at the improvements during Loggers Playday.
<b>Council Reports</b> Councilmember Larsen	Buddy Moos will be hosting a Trunk or Treat this year from 6PM-9PM.
<b>LEGAL BUSINESS</b> <b>Ordinances</b> Parking on Sumner	An Ordinance relating to parking on Sumner Avenue; amending Section 7.80.030 of the Hoquiam Municipal Code. Councilmember Brooks moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.
Business License – Out of City threshold exemption 2025	An Ordinance relating to business license, increasing the threshold exemption for businesses that do not maintain a place of business with the city; amending Section 4.05.005 of the Hoquiam Municipal Code; and establishing an effective date. Councilmember Brooks moved to adopt the Ordinance, and his motion was seconded by Councilmember Pauley. A discussion followed. Ms. Schmid read the Ordinance by title a second time after which the motion to approve passed by unanimous voice vote.
<b>Resolutions</b> Surplus – Fire Department	A Resolution declaring certain personal property owned by the City to be surplus items pursuant to Hoquiam Municipal Code Sections 1.64.005, 1.64.010, and 1.64.020. Councilmember Brooks moved to adopt the Resolution, and his motion was seconded by Councilmember Smith. A discussion followed and it was passed by voice vote.



# CITY OF HOQUIAM

September 22, 2025

## City Council Meeting Minutes

### **Other Legal**

GHFD#8 EMS Agreement

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

DNR Property Purchase –  
Community Forest

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

### **OLD BUSINESS**

Musical Instruments for Park

Councilmember Thornton motioned for staff to work on a design for a musical park and to accept the donation. Councilmember Pauley moved to support and passed by voice vote.

### **NEW BUSINESS**

Public Hearing – Property  
Taxes

Councilmember Pauley moved to schedule a Public Hearing on October 13, 2025, at 7PM in the Council Chambers to discuss property taxes. Councilmember Brooks supported and passed by voice vote.

Councilmember Absences

Councilmember Thornton moved to excuse the absence of Councilmember Carlstrom, Nelson, and Puvogel. Councilmember Pauley seconded and passed by voice vote.

Grand Avenue

Councilmember Anderson spoke on repainting the lines and replacing the streetlight.

### **SECOND PUBLIC COMMENT**

Lynn Ogren

Spoke on reducing the speed in town.

### **EXECUTIVE SESSION**

Labor Negotiations

Council meeting adjourned by Councilmember Pauley at 8:28 p.m. Supported by Councilmember Hinchey and passed by voice vote. Will reconvene at 8:45 p.m.

Council came back to order in Regular session at 8:46 p.m.



# CITY OF HOQUIAM

September 22, 2025

City Council Meeting Minutes

## ADJOURN

Councilmember Pauley moved to authorize the city to open negotiations with ASFME. Councilmember Anderson seconded and passed by voice vote.

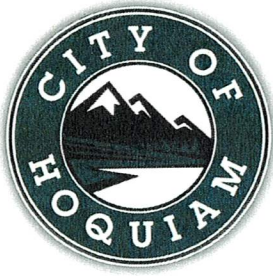
Councilmember Brooks moved to adjourn the meeting at 8:47 p.m. and his motion was seconded by Councilmember Pauley and passed by voice vote.

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BEN WINKELMAN – Mayor

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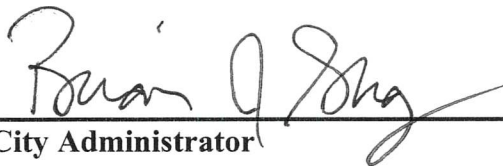
KAYLA NIELSEN – City Council Secretary




## **Notice of Completion of Public Works Project & the Request for Approval of Acceptance and Release of Retainage**

Date	October 07,2025
Contractor	Rognlin's
Project Title	Safe Routes to School
Contract Total	\$1,470,646.62 (total includes change orders for \$32986.62) This project is exempt from Washington State sales tax.

The above named contractor has satisfactorily completed the project listed above. It is recommended that this project be accepted as complete and that the Finance Department release any retainage and/or performance/payment bonds after the appropriate releases are received from the Departments of Revenue and Labor & Industries (if such releases are required) and after any contractor/supply liens, if any, are satisfied.

  
\_\_\_\_\_  
City Administrator

	<b>CONTRACT AMENDMENT</b>	HCA Contract No.: K8162 Amendment No.: 1
<b>THIS AMENDMENT TO THE CONTRACT</b> is between the Washington State Health Care Authority and the party whose name appears below, and is effective as of the date set forth below.		
<b>CONTRACTOR NAME</b> Hoquiam Police Department	<b>CONTRACTOR doing business as (DBA)</b>	
<b>CONTRACTOR ADDRESS</b> 215 10 <sup>th</sup> Street Hoquiam, WA 98550	<b>CONTRACTOR CONTRACT MANAGER</b> Name: Brian Dayton Email: bdayton@cityofhoquiam.com	

WHEREAS, HCA and Contractor previously entered into a Contract for services for individuals while in or leaving a carceral facility, and;

WHEREAS, HCA and Contractor wish to amend the Contract pursuant to Section 7 to update Attachment 1, Statement of Work;

NOW THEREFORE, the parties agree the Contract is amended as follows:

1. Attachment 1, Statement of Work, Section 4. Milestones is hereby amended and replaced with the following:

**4. Milestones**

The Contractor will develop and implement the following deliverables that execute the Project Objectives. The Contractor will provide services and deliverables to perform all activities necessary for or incidental to the performance of work as set forth under this SOW and described in the MTP 2.0 Waiver to achieve progress on the following milestones.

**Milestone 1 – Letter of Intent**

Following the receipt of a Letter of Intent documentation and approval by HCA, Contractor must meet the specifications outlined in the template provided to the Contractor as determined by HCA for each of the following four milestones in order to receive funding and participate in the next milestone.

**Milestone 2 - Complete a Capacity Building Application**

The Capacity Building Application includes an Implementation Plan and a detailed budget. The Implementation plan must describe how the facility will support pre-release services. The detailed budget will represent a facility’s formal application for capacity building funds and will specify how capacity building funds will be spent by facilities on IT and non-IT needs. Facilities in Cohorts 1 and 2 that identify the need for additional time to complete a Capacity Building Application may implement after the go live date of that cohort or join a subsequent cohort and complete milestones in-line with the deadlines for these cohorts.

**Milestone 3 - Complete a Readiness Assessment**

The Readiness Assessment report must include a framework for assessing facility readiness to go-live as part of the Initiative and will include an attestation that the facility is ready to go-live. HCA will provide a template for the assessment and will review submitted assessments and determine facility readiness prior to the go-live date for each facility.

**Milestone 4 - Submit Interim Progress Report**

The Contractor will be required to submit an Interim Progress Report to HCA with information on the initial implementation of the Initiative. HCA will provide a template for the Interim Progress Report and will review and approve submitted progress reports.

**Milestone 5 – Submit Final Progress Report**

The Contractor will be required to submit a Final Progress Report to HCA with information on the overall implementation progress of the Initiative and outcomes for clients. HCA will provide a template for the Final Progress Report and will review and approve submitted progress reports.

Milestones deadlines will be based upon the cohort a Facility participates in Milestone deadlines for Cohort 3 is as follows:

	1) LOI	2) Capacity Building Application	3) Readiness Assessment	Go-live with pre-release services	4) Interim Progress Report	5) Final Progress Report
<b>Cohort 3</b>	May 1, 2025	Oct 1,2025	Mar 1,2026	July 1, 2026	May 1, 2027	Oct 1, 2027

- 2. Attachment 1, Statement of Work, Section 7. Milestone Deliverables Compensation Table is hereby amended and replaced with the following:

**7. Milestone Deliverables Compensation Table**

HCA will assess Contractor’s progress towards achieving the Initiative goals based on achievement of specific milestones and measured by these milestones. Distribution of Capacity Building funding to Contractor is based on a Contractor’s tier as described below and is contingent upon their completion of the implementation milestones described below.

Milestones will be developed by the State in consultation with stakeholders and members of the public and approved by CMS. Generally, progress milestones will be organized into the following categories:

Milestones	Funding	IT Funding	Timing for Cohort 3
<b>Planning Milestones Before Go-Live with Pre-Release Services</b>			
<b>1) Letter of Intent Submission</b>	10% of total RPP funding upon submission: Tier 1: \$100,000	N/A	Due Date May 1, 2025 Funding would be paid no earlier than June 1, 2025
<b>2) Capacity Building Application Submission</b>	Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000	Up to \$500,000 upon approval of the Application	Due Date: October 1, 2025 Funding would be paid no earlier than November 1, 2025
<b>3) Readiness Assessment Submission and Approval</b>	Up to 40% of total RPP funding upon approval: Tier 1: Up to \$400,000	Up to \$500,000 upon approval of the	Due Date: March 1, 2026 Funding would be paid no earlier than April 1, 2026

		Readiness Assessment	
<b>Implementation Milestones After Go-Live with Pre-Release Services</b>			
<b>4) Interim Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000	N/A	Due Date: May 1, 2027 Funding would be paid no earlier than June 1, 2027
<b>5) Final Progress Report Submission</b>	Up to 5% of total RPP funding upon submission: Tier 1: Up to \$50,000	N/A	Due Date: October 1, 2027 Funding would be paid no earlier than November 1, 2027

### Participating in the Evaluation

Contractor will support the Evaluation of the Initiative. HCA contracted with an independent evaluator to evaluate the MTP 2.0 Waiver. The evaluator will use claims data from pre-release services to assess the effectiveness of this Initiative. The evaluator stores and analyzes the data in a secure environment. Facilities that participate are consenting to the use of this claims data for evaluation. Facility staff may also be asked to participate in qualitative interviews performed by the independent evaluator regarding their experience participating in the Initiative, to inform the evaluation.

3. This Amendment will be effective as of the last date of signature shown below (“Effective Date”).
4. All capitalized terms not otherwise defined herein have the meaning ascribed to them in the Contract.
5. All other terms and conditions of the Contract remain unchanged and in full force and effect.

The parties signing below warrant that they have read and understand this Amendment and have authority to execute the Amendment. This Amendment will be binding on HCA only upon signature by both parties.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
HCA SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

**REPORT FROM OFFICER  
CITY OF HOQUIAM, WASHINGTON  
LEGAL DEPARTMENT**

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**TO:** Mayor and City Council

**FROM:** Steve Johnson, City Attorney

**DATE:** September 24, 2025

**RE:** *Assessment of Abatement Costs for Demolition of dangerous structures at 509 Simpson Avenue, Hoquiam, Washington*

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**BACKGROUND:**

Pursuant to the Uniform Code for the Abatement of Dangerous Buildings, the City caused the demolition and removal of a dangerous building located at 509 Simpson Avenue, Hoquiam, Washington. The property is owned by Kenneth Ashley and Debra Ashley. The total cost of the abatement was approximately \$42,036.26, as set forth in the attached “Abatement Expense Record,” prepared by the Building Department.

In accordance with Chapter 9 of the Uniform Code for the Abatement of Dangerous Buildings, the reports of the Building Department was presented to the City Council for consideration. The City Council then set a hearing date so that “any person interested in or affected by the proposed charge may file written protests or objections with the clerk prior to the time set for the hearing on the report of the [Public Works] Director.” The owners of the property were given written notice of the hearing at least 10 days prior to the date set for the hearing, by posting the notice on the property, publishing the notice in the *The Daily World* newspaper, and by mailing the notice to the owners by certified mail to the address listed on the County Auditor’s records. The hearing is scheduled for October 13, 2025, at 7:00 p.m..

Following the hearing, the City Council may order that a charge be made a “personal obligation of the property owners or assess said charge against the property involved.”

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution assessing a charge of \$42,036.26 against 509 Simpson Avenue, Hoquiam, Washington, as a special assessment.





## City of Hoquiam – Finance Department

609 – 8<sup>th</sup> Street, Hoquiam, WA 98550

(360) 538-3969 – FAX (360) 538-0938

Email: [cschmid@cityofhoquiam.com](mailto:cschmid@cityofhoquiam.com)

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# Report From Officer

DATE: October 13, 2025  
TO: Mayor Ben Winkelman and Council Members  
FROM: Corri Schmid, Finance Director  
SUBJECT: Public Record Request Management Program – NextRequest

Over the past several years the number of public record requests the city receives has significantly increased. To ensure the city stays in compliance with the public records act, staff are requesting to purchase a software program that:

- Creates an online link/form for public record requests
- Automatically writes/sends a response to the requestor
- Has a database full of rules/regulations for redacting information
- Creates a redaction log for the requestor
- Has a communication messaging system that tracks messages to the requestor
- Maintains the records provided through requests.

The initial cost to purchase the software is \$8,248.50 and after the first year there is an annual cost of \$8,998.

### Recommendation:

Staff recommend the city purchase the NextRequest software to manage their public records.



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**Date:**  
**Expires On:**

Statement of Work  
Q-107486-1  
9/5/2025 3:35 PM  
10/31/2025

**Client:**  
City of Hoquiam, WA

**Bill To:**  
HOQUIAM CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kellen Moss		kellen.moss@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features

List Price - Initial Term Total	USD 10,498.00
Total Investment - Initial Term	USD 8,248.50
Annual Recurring Services (Subject to Uplift)	USD 8,998.00

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.



# HOQUIAM FIRE DEPARTMENT

Matt Miller, Fire Chief

Nick Falley, Assistant Chief/ Fire Marshal

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## Report From Officer

DATE: October 13, 2025  
TO: Mayor Ben Winkelman and Council Members  
FROM: Matt Miller, Fire Chief  
SUBJECT: Hoquiam Fire Department Awarded FEMA Assistance to Firefighter Grant

The Hoquiam Fire Department has been awarded a grant from the Assistance to Firefighter Grant for \$90,476.19, with the city required to match an additional \$4,523.81. This grant is for the headquarters station vehicle exhaust system. This system will significantly reduce vehicle exhaust fumes in the station and provide a much safer environment for firefighters and the public.

Recommendation:  
Staff recommends that the Council accept this grant.

**ORDINANCE NO. 2025 – \_\_\_\_\_**

**AN ORDINANCE** relating to Littering; amending Section 5.55.010 of the Hoquiam Municipal Code.

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

Section 1. Section 5.55.010 of the Hoquiam Municipal Code, to read as follows:

**Chapter 5.55  
LITTERING**

5.55.010 Littering

The following state statutes are hereby adopted, incorporated and made a part of this chapter by reference:

RCW		
<del>70.93.030</del> 70A.200.030	(Definitions)	
<del>70.93.050</del> 70A.200.050	(Enforcement of chapter)	
<del>70.93.060</del> 70A.200.060	(Littering prohibited – Penalties – Litter cleanup restitution payment)	

**ADOPTED** by the Mayor and City Council on October 13, 2025.

\_\_\_\_\_  
BEN WINKELMAN – MAYOR

ATTEST:

\_\_\_\_\_  
CORRINE SCHMID – FINANCE DIRECTOR

**PUBLISHED:**

**RESOLUTION NO. 2025 – \_\_\_\_**

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

**WHEREAS**, the Hoquiam Police Department has in its possession a motor vehicle which the department has determined is not material to, nor needed in the operation of the department or the City of Hoquiam.

**NOW THEREFORE,**

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

**SECTION 1.** A 2018 Ford Explorer/Interceptor, VIN #1FM5K8AT7JGA84779, license plate number 65943D, is hereby declared to be surplus and no longer material to nor needed in the operations of the Hoquiam Police Department or the City of Hoquiam,

**SECTION 2.** The Hoquiam Police Department is authorized to sell the above-mentioned vehicle at auction, or to use it as a “trade-in” for another vehicle.

**ADOPTED** by the Mayor and City Council on October 13, 2025.

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BEN WINKELMAN – Mayor

**ATTEST:**

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CORRINE SCHMID – Finance Director

**RESOLUTION NO. 2025 – \_\_\_\_**  
**ABATEMENT LIEN**

A **RESOLUTION** confirming the report of the Building Department specifying the work done and the itemized and total cost of the work done to demolish and abate the building located at 509 Simpson Avenue, Hoquiam, Washington; and ordering that the total charge shall be the amount of \$42,036.26 and further ordering that the charge shall be assessed against the property and recorded on the assessment roll of Grays Harbor County.

**WHEREAS**, the City of Hoquiam took administrative action to abate and demolish dangerous buildings located at 509 Simpson Avenue, Hoquiam, Washington, pursuant to the provisions of the 1997 Uniform Code for the Abatement of Dangerous Buildings, after affording the owners, Kenneth Ashley and Debra Ashley, with due process as provided by the code, including the opportunity for a hearing before the City Building Code Council; and

**WHEREAS**, the City effected the demolition and removal of the dangerous building from the said property through city staff, and all work has been completed; and

**WHEREAS**, pursuant to Chapter 9, Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, the Hoquiam Building Department prepared and filed with the Hoquiam City Clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the dangerous buildings were located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3; and

**WHEREAS**, upon receipt of the report of the Building Department, the City Clerk presented the report to the City Council, which fixed a time, date and place for hearing said report and any protests and objections thereto, to wit: Monday, October 13, 2025, at 7:00 p.m., in the Hoquiam City Council Chambers; and

**WHEREAS**, the City Clerk caused notice of said hearing to be posted upon the property at 509 Simpson Avenue, Hoquiam, Washington, published the notice once in the *The Daily World* newspaper, and served the notice upon the owners of the property, Kenneth Ashley and Debra Ashley, by certified mail, postage prepaid, at the owner's last known address, all notice given more than ten days prior to the date set for the hearing; and

**WHEREAS**, prior to the time set for the hearing, the City Clerk did not receive any protests or objections to the report of the Building Department, and no representative of the owners did appear at the hearing to contest the costs; and

**WHEREAS**, the City Council heard and passed upon the report of the Building Department and was satisfied with the correctness of the charge in the amount of \$42,036.26, and moved that the charge be assessed against the property, 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 report of the Building Department concerning the abatement of the dangerous building located at 509 Simpson Avenue, Hoquiam, Washington is hereby confirmed, and there shall be a charge against the property in the total amount of \$42,036.26.

**SECTION 2.** The charge of \$42,036.26 shall be assessed against the property at 509 Simpson Avenue, Hoquiam, Washington, described as follows:

Southerly 25 feet of Lots 5 and 6 and Northerly 30 feet of Lot 7, Block 36, Hoquiam Corrected Addition to the City of Hoquiam; Situate in the City of Hoquiam, County of Grays Harbor, State of Washington (Parcel Number 051803600502).

**SECTION 3.** The assessment shall be recorded on the assessment roll, and thereafter shall constitute a special assessment against and a lien upon said property pursuant to Section 905 of the code. Certified copies of the assessment shall be given to the Grays Harbor County assessor and treasurer, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes. A certified copy of the assessment shall also be recorded with the Grays Harbor County Auditor.

**ADOPTED** by the Mayor and City Council on October 13, 2025

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Ben Winkelman – Mayor

**ATTEST:**

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Corrine Schmid – Finance Director

**RESOLUTION NO. 2025 – \_\_\_\_\_**

**A RESOLUTION** pertaining to the vacation of a portion of Monroe Street, south of Eklund Ave, extending less than one block to where Monroe Street dead ends at the Hoquiam River; and setting a public hearing for the proposed vacation procedure.

**WHEREAS**, The City of Hoquiam anticipates trading a portion of Monroe Street for a portion of nearby privately owned land which is necessary for the North Shore Levee Project; and

**WHEREAS**, RCW 35.79.010 provides that the City may itself initiate by resolution the procedure to vacate a street or alley or portion thereof, and shall by resolution fix a time for a public hearing when the vacation will be heard and determined, which time shall not be more than sixty days nor less than twenty days after the passage of such resolution; **now, therefore**,

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

**Section 1.** A public hearing is set for November 10, 2025, at 7:00 p.m., in the City Council Chambers, City Hall, 609 Eighth Street, Hoquiam, Washington, to consider the vacation of a portion of Monroe Street.

**ADOPTED** by the Mayor and City Council on October 13, 2025.

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Ben Winkelman – Mayor

**ATTEST:**

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Corrie Schmid – Finance Director

**POLLUTION LIABILITY INSURANCE AGENCY  
GRANT WORK AGREEMENT No. WP-003579**

This is a binding Agreement entered into by and between the State of Washington, Pollution Liability Insurance Agency, hereinafter referred to as "PLIA," and City of Hoquiam, hereinafter referred to as the "RECIPIENT".

**GENERAL INFORMATION**

*Grant Purpose:* The outcome of this Agreement is to conduct cleanup actions allowable within the grant funding amount, such as to excavate petroleum impacted soil with concentrations above cleanup levels and dispose of impacted soil offsite. Following contaminated soil excavation, groundwater concentrations will be reassessed. Depending on the results, MNA or enhanced biodegradation (contingent on MNA assessment) will be implemented to bring groundwater concentrations below cleanup levels. This work will be performed at Former Arnold Building, located at 516 8<sup>th</sup> St, Hoquiam, WA 98550.

Project Name: Former Arnold Building  
Grant Amount: \$1,572,000  
Project Type: PLIA-led Grant Project

Funding will be provided as a PLIA-led Grant under PLIA's Underground Storage Tank Loan and Grant Program. PLIA will take lead on conducting the removal of petroleum impacted soil and the treatment of impacted groundwater that may remain following the excavation at the Site as detailed in the Project Scope of Work and Schedule (Exhibit B). The cost of that work will be paid for using PLIA grant funds. RECIPIENT agrees to cooperate with PLIA regarding activities performed at the Site by PLIA or any PLIA authorized representative.

*Project Short Description:* Removal of petroleum impacted soil and the treatment of impacted groundwater that may remain following soil excavation.

*Project Long Description:* To assist the City of Hoquiam with the excavation and disposal of petroleum contaminated soil at the site. Following the removal of contaminated soil, groundwater conditions will be characterized and treated with MNA or enhanced biodegradation, if necessary. PLIA, with the assistance of a chosen prime contractor, will conduct cleanup actions that fit within the grant amount limit, including actions to excavate petroleum impacted soil and properly dispose of the soil offsite, conduct confirmation sampling to ensure all soil above cleanup levels are removed

where technically practicable. During the excavation process, contaminated groundwater will be pumped and properly treated onsite or disposed of offsite. The excavation will be filled with clean soil to return the Site to its found condition. Groundwater sampling will be conducted to characterize any remaining petroleum contaminated plume. MNA or enhanced biodegradation will be used to bring groundwater concentration to below cleanup levels if necessary.

*Overall Goal:* The purpose of this Grant Agreement is for the City of Hoquiam, at the Former Arnold Building Site to meet the MTCA regulatory requirements for the petroleum contaminated soil and groundwater with concentrations above the Model Toxic Control Act Method A cleanup levels at the Site to the extent practicable and while meeting the grant funding limit.

**CONTACT INFORMATION**

Any party may change its Project Manager by notice to the other party. Any party may identify on an as needed basis an alternate Project Manager to service during the stated temporary absence of its primary Project Manager. Notices between the parties regarding Grant Agreement performance must be provided by written communication to the other party’s Project Manager. Written communication includes email but not voice mail. Notices are presumed received by the other party’s Project Manager upon evidence of delivery between the hours of 8:00 AM and 5:00 PM except for state holidays and weekends.

**RECIPIENT INFORMATION**

Organization Name: City of Hoquiam  
 Project Location: 516 8<sup>th</sup> St, Hoquiam, WA 98550

Recipient Mailing Address: 609 8<sup>th</sup> St, Hoquiam, WA 98550  
 Recipient Email: bshay@cityofhoquiam.com

**RECIPIENT CONTACTS**

<b>Project Manager</b>	TBD
<b>Billing Contact</b>	Brian Shay City Administrator 609 8 <sup>th</sup> St, Hoquiam, WA 98550 bshay@cityofhoquiam.com 360-538-3983

## PLIA INFORMATION

Mailing Address:  
Pollution Liability Insurance Agency  
PO Box 40930  
Olympia, WA 98504-0930

Physical Address:  
Pollution Liability Insurance Agency  
500 Columbia St NW, Suite #103  
Olympia, WA 98501

## PLIA CONTACTS

<b>Project Manager</b>	Jamie Nolan Program Specialist PO Box 40930, Olympia, WA 98504-0930 jamie.nolan@plia.wa.gov 360-407-0518
<b>Contract Manager</b>	Emily Cavanaugh Regulatory Analyst PO Box 40930, Olympia, WA 98504-0930 emily.cavanaugh@plia.wa.gov 360-515-2515
<b>Technical Manager</b>	Justin Woerth Hydrogeologist PO Box 40930, Olympia, WA 98504-0930 justin.woerth@plia.wa.gov 360-407-0524

## EFFECTIVE DATE

This Agreement is effective on the date signed by PLIA.

## GRANT MANAGEMENT

The Project Manager identified for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Grant.

## PAYMENT OF GRANT FUNDS

PLIA shall provide for payment of an amount not to exceed \$1,572,000 for the costs necessary for or incidental to the performance of the work set forth

in the Project Scope of Work and Schedule (Exhibit B). Payment shall be eligible for project expenditures up to the maximum payable under this Grant. Applicants must agree to expend all moneys available under the Applicant's financial assurance mechanism. Eligible project expenditures and requirements are detailed in the Pollution Liability Insurance Agency, Revolving Loan and Grant Program Guidance, Publication No. 02-2016-04 (Rev. 01/2025).

This Agreement is for a PLIA-led Grant. As such, the work detailed in the Project Scope of Work and Schedule (Exhibit B) will be conducted by PLIA or a PLIA contractor. The funds for that work will be provided by this Grant.

**AUTHORIZING SIGNATURES**

This Agreement contains the entire understanding of the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein. The Agreement includes, and incorporated by reference, the Grant Terms and Conditions (Exhibit A) and Project Scope of Work and Schedule (Exhibit B).

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Grant Terms and Conditions (Exhibit A), Project Scope of Work and Schedule (Exhibit B), Supplemental Access Provisions (Exhibit C) and incorporated or reference documents, as well as all applicable laws, statues, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirement contained within this Agreement.

No subsequent modifications or amendments to this Agreement will be of any force of effect unless in writing, signed by authorized representatives of the RECIPIENT and PLIA and made a part of this Agreement.

In the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organization to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all exhibits, do agree in each and every particular and have thus set their hands hereunto.

RECIPIENT	POLLUTION LIABILITY INSURANCE AGENCY
Authorized Signature	Authorized Signature
Brian Shay	Russell E. Olsen
City Administrator	Executive Director
Date	Date

## **EXHIBIT A**

### **GENERAL TERMS AND CONDITIONS FOR PLIA-LED GRANT**

#### **1. INTRODUCTION**

The RECIPIENT must comply with the applicable general terms and conditions outlined below as a requirement of the grant award. Failure to comply with the general terms and conditions outlined below may result in termination of the Agreement.

#### **2. ADVISORY STATEMENT**

In accordance with RCW 70.149.040(9)(a), any opinion provided by PLIA under this Agreement regarding meeting the administrative and technical requirements of the Model Toxics Control Act (MTCA) (RCW 70.105D) are advisory only and not binding upon either PLIA or the Washington State Department of Ecology. PLIA, the state, and officers and employees of the state are immune from all liability. Furthermore, not cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under this Agreement.

#### **3. AMENDMENTS AND MODIFICATIONS**

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. PLIA and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### **4. ARCHAEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall inform PLIA of any known or likely archeological, cultural or historic resources at the Property. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

#### **5. ACCESS**

PLIA or any PLIA authorized representative(s) and/or its contractor(s) shall have access to enter and freely move about all property at the Site that the RECIPIENT either owns, controls, or has access rights to at all

reasonable times for the purposes of, inter alia: conducting work under the Agreement, inspecting records, operating logs, and contracts related to the work being performed pursuant to the Agreement; reviewing RECIPIENT's progress in carrying out the terms of this Agreement; conducting such tests or collecting such samples as PLIA may deem, necessary; and using a camera, sound recording, or other documentary type equipment to record work done pursuant to the Agreement. The RECIPIENT shall make all reasonable efforts to secure access rights for those properties within the Site leased to third parties and/or not owned or controlled by RECIPIENT where remedial activities or investigations will be performed pursuant to this Agreement. PLIA or any PLIA authorized representative shall give reasonable notice before entering any Site property owned or controlled by RECIPIENT unless an emergency prevents such notice. All persons who access the Site pursuant to this section shall comply with any applicable health and safety plan(s) and the terms and conditions of RECIPIENT's lease agreement with third parties. PLIA employees and their representatives shall not be required to sign any liability release or waiver as a condition of Site property access.

The foregoing notwithstanding, the terms and conditions of the Agreement shall include the requirements listed in the Supplemental Access Provisions contained in Exhibit C.

## 6. COOPERATION

RECIPIENT agrees to cooperate fully with PLIA and further agrees not to interfere with remedial actions performed at the Site by PLIA or any PLIA authorized representative. This includes, but is not limited to, RECIPIENT placing a MTCA-compliant environmental (restrictive) covenant on property within the Site which RECIPIENT owns if the covenant is determined necessary by PLIA for the cleanup to meet the substantive requirement of MTCA. PLIA will make reasonable efforts so that the terms and conditions or the environmental (restrictive) covenant do not unreasonably restrict the use of Former Arnold Building by the RECIPIENT or its present or future tenants and successors. PLIA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize interference with RECIPIENT's operations by such entry and remedial actions.

RECIPIENT shall, with respect to all property at the Site that RECIPIENT either owns, controls, or has access rights to, refrain from using its property in any manner that PLIA reasonably determines will (i) pose an unacceptable risk to human health or the environment due to exposure to hazardous substances or (ii) interfere with or adversely affect the

implementation, integrity, or protectiveness of remedial actions at the Site.

## 7. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 8. COMMUNICATIONS

RECIPIENT shall make every effort to maintain effective communications with RECIPIENT's designees, PLIA, all affected local, state or deferral jurisdictions, and any interested individuals or groups.

## 9. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. PLIA must sign the Agreement before any payment requests can be submitted.
- b) As a PLIA-led Grant, work will be conducted by PLIA or a PLIA authorized representative and paid for using the grant funds. The work to be conducted is detailed in the attached Project Scope of Work and Schedule (Exhibit B).
- c) PLIA will in no way be held responsible for payment of RECIPIENT's salaries, legal fees, consultant's fees, or other costs related the project described herein.
- d) The amount of the Grant will not be increased in the event of any increase to the Estimate Cost to complete the Project Scope of Work.
- e) In the event that the RECIPIENT receives any payments made to it in error or any payment which do not qualify for payment within the terms of the Grant Agreement, then the RECIPIENT shall promptly repay such sums to PLIA.

## 10. COMPLIANCE WITH ALL LAWS

To the extent required based on their level of participation, RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United State and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

PLIA shall have the right to immediately terminated for cause this Agreement as provided herein if the RECIPIENT fails to comply with the above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, the Agreement is considered modified to confirm to that statute or rule of law.

#### 11. CONFLICT OF INTEREST

RECIPIENT and PLIA agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 12. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement, the determination of PLIA will govern although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies PLIA of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) PLIA reviews the RECIPIENT's appeal.

e) PLIA sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of PLIA from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of PLIA a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

### 13. EMERGENCY

In the event that RECIPIENT becomes aware of any action or occurrence that causes or threatens a release of hazardous substances, pollutant, or contaminants at or from the Site that constitutes an emergency situation or may represent an immediate threat to public health or welfare or the environment, RECIPIENT shall immediately take all appropriate action. This immediate and appropriate action shall be to prevent, abate, or minimize such release or threat of release, and shall, in addition to complying with any applicable notification requirements under the MTCA, or any other law, immediately notify PLIA of such release or threatened release.

### 14. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 15. INDEMNIFICATION

To the extent that the laws of the State of Washington permit, RECIPIENT agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless from any and all claims or causes of action (i) for death or injuries to persons, or (ii) for loss or damage to property to the extent arising from or on account of acts or omission of RECIPIENT, its officers, employees, agents, or contractors in entering into and implanting this Agreement. However, RECIPIENT shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Agreement.

## 16. INDEPENDENT STATUS

The employees, volunteers, or agent of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

## 17. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Grant Terms and Conditions (Exhibit A); (d) Project Scope of Work and Schedule (Exhibit B); (e) Supplemental Access Provisions (Exhibit C); and (e) Any provisions or terms incorporated herein by reference.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

PLIA reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to PLIA for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for PLIA's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide PLIA two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses PLIA's logo shall comply with PLIA's graphic requirements and any additional requirements specified in this Agreement. Before the use of PLIA's logo contact PLIA for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by PLIA.

## 20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but PLIA retains a royalty free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish PLIA information; present papers, lectures, or seminars involving information supplied by PLIA; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to PLIA.
- c) Presentation and Promotional Materials. PLIA shall have the right to use or reproduce any printed or graphic materials produced in

fulfillment of this Agreement, in any manner PLIA deems appropriate. PLIA shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

- d) Personal Property Furnished by PLIA. When PLIA provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to PLIA prior to final payment by PLIA. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then PLIA shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- e) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities;
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- f) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of PLIA. Such approval may be conditioned upon payment of PLIA of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating this Agreement. All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.

- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by PLIA, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

PLIA reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to PLIA and to any authorized state, federal or local representative for inspections at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide access to PLIA, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 22. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 23. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to PLIA's satisfaction that compliance with the requirements of the State Environmental Policy Act (Charter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 24. SUSPENSION

When in the best interest of PLIA, PLIA may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from PLIA to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by PLIA.

## 25. TERMINATION

### a) For Cause

PLIA may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of PLIA, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** PLIA reserves the right to terminate this Agreement if REIPIENT fails to commence work on the project funded within four (4) moths after the effective date of this Agreement, or by any date manually agreed upon in writing for commencement of work. Or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of PLIA to RECIPEINT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the vent of the RECIPIENT unjustifiably fails, in the opinion of PLIA, to perform any obligation required of it by this Agreement, PLIA may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercises any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to PLIA for damages sustained by PLIA and the State of Washington because of any breach of this Agreement by the RECIPIENT. PLIA may withhold payments for the purpose of setoff until such time as the exact amount of damages due PLIA from the RECIPIENT is determined.

b) For Convenience

PLIA may terminate for convenience this Agreement, in whole or in part, for any reason in the best interest of PLIA, with a thirty (30) calendar days prior written notification to be the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. PLIA's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion of expiration date of this Agreement, PLIA, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. PLIA may also elect to suspend performance of the Agreement until PLIA determines the funding insufficiency is resolved. PLIA may exercise any of these options with no notification or restrictions, although PLIA will make a reasonable attempt to provide notice.

In the event of termination or suspension, PLIA will reimburse eligible costs incurred by the recipient/contractor through the effective date or termination or suspension. Reimbursed costs must be agreed to by PLIA and the recipient/contractor. In no event shall PLIA's reimbursement exceed PLIA's total responsibility under the Agreement and any amendments.

If payments have been discontinued by PLIA due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

PLIA and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of PLIA, will become property of PLIA and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

## 26. TRANSFER OF PROPERTY

During the effective date of this Agreement, prior to RECIPIENT's transfer of any interest in all or any portion of the Property, RECIPIENT shall notify PLIA of said transfer.

## 27. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of other terms of this Agreement unless stated in writing by the authorized representative of PLIA.

## **EXHIBIT B**

### **PROJECT SCOPE OF WORK AND SCHEDULE**

#### Project Management

This Agreement is for a PLIA-led Grant. As such, the work detailed in this Project Scope of Work and Schedule will be conducted by PLIA or a PLIA contractor (referred to collectively as PLIA). As detailed in the Grant Agreement, the funds for that work will be provided by this Grant.

#### Project Description

The Site is entered into PLIA's Technical Assistance Program (TAP).

PLIA will assign a prime consultant to:

- Excavate and dispose of the petroleum contaminated soil to the extent possible on the Site
- Pump and dispose of contaminated groundwater encountered during excavation and backfill the excavation with clean soil
- Conduct soil confirmation sampling
- Conduct groundwater monitoring well installation and sampling to characterize any contaminated groundwater that may remain
- Treat any remaining contaminated groundwater with MNA or enhanced biodegradation depending on conditions.

This work may be adjusted based on PLIA's expert opinion on what is necessary for this site. The RECIPIENT will be notified and asked to review any changes in the work plan.

#### Schedule

The prime consultant will enter the specific Work Plan and related tasks in the Online Community. This work plan will be reviewed and approved by the RECIPIENT.

## EXHIBIT C

### SUPPLEMENTAL ACCESS PROVISIONS

1. Intent. The parties intend that, in addition to the Access requirement in Exhibit A, Grant Terms and Conditions, the following provisions will govern the parties with respect to activities conducted on RECIPIENT's real property by PLIA and/or its contractor(s). These provisions are not intended to alter the Cleanup Action Plan or implantation of work under the Project Scope of Work and Schedule (Exhibit B).
2. Ownership and Contracting Authority. The parties recognize and agree that the RECIPIENT is the owner of the real property upon which the actions detailed in the Project Scope of Work will be accomplished. PLIA will be the contracting party with any and all third parties hired to carry to the activities detailed in the project Scope of Work. PLIA will control the work of its representative(s) and contractor(s).
3. Compliance with Public Works Laws and Worksite Regulations. PLIA will undertake full responsivity for its own and its contractors' compliance with the applicable requirements in Titles 39 and 49 RCW and Chapter 60.28 RCW to the extent each, including regulations adopted pursuant thereto, may apply to the activities in the Project Scope of Work (Legal Requirements). RECIPEINT shall bear no responsibly for compliance with Legal Requirements unless it undertakes its own activities on the site.
4. Cooperation and Support. RECIPEINT shall cooperate with, and support, PLIA's implementation of the Project Scope of Work by reasonably facilitating access and interacting with RECIPEINT's tenant(s) on RECIPEINT's property which is part of the Site.

## **ATTACHMENT A**

### **PLIA-LED REMEDIAL ACTION**

#### **Intent**

PLIA is charged with accelerating voluntary efforts by industry, landowners, and small business operators in remediating past petroleum releases, upgrading underground storage tank (UST) systems to prevent future releases, and retrofitting or installing new infrastructure to dispense renewable or alternative fuel sources. PLIA designed the Revolving Loan and Grant Program to provide help to owners and operators of UST facilities to draw up actionable plans to remediate and revitalize their UST facilities, and provide assistance in financing those actions.

The Program anticipates that PLIA may conduct remedial actions to investigate or clean up a release or threatened release at or affecting an UST facility. Because PLIA is conducting some or all of a remedial action that is required at an UST facility, the loan amount a recipient is approved for can be spent on other aspects of the facility (e.g., upgrading the UST systems). The goal of the PLIA-led remedial action is to ensure adequate cleanup of contamination takes place at a project, without unnecessarily impacting the upgrade of the UST systems or causing undue financial hardship to the program recipient.

Participation Year: Choose an item.

**MEMORANDUM OF PARTICIPATION of**  
City of \_\_\_\_\_ and the \_\_\_\_\_ Department

**OR**

The \_\_\_\_\_ Department  
(Workers' Compensation Account # \_\_\_\_\_)

**IN THE FIREFIGHTER INJURY AND ILLNESS REDUCTION (FIIRE) PROGRAM**

**January 2026 – December 2026**

The goal of the Firefighter Injury and Illness Reduction (FIIRE) Program is to reduce firefighter injuries and illnesses through proactive risk management and implementation of best practices. This agreement applies to the 2026 FIIRE Program Year.

We, the City of \_\_\_\_\_ ("Employer") and the \_\_\_\_\_ ("Fire Department") (collectively "we") understand and agree to the terms of the 2026 Firefighter Injury and Illness Reduction (FIIRE) Program as outlined below.

**A. Requirements**

To be eligible for the incentive, we understand that we must meet the following requirements for our fire department operations:

**1<sup>ST</sup> YEAR PARTICIPATION**

1. Complete a self-assessment of our safety programs using the Vulnerability Assessment Program (VAP) survey, and refine our Accident Prevention Program (APP) and other policies and procedures using the VAP survey results. Survey results will not be shared with DOSH compliance. The VAP results and APP refinement must be completed by **February 28, 2026**.
2. Complete a risk management training provided by L&I by **March 31, 2026**. We understand that we must contact L&I FIIRE Program by **January 15, 2026** to coordinate delivery of the training. We understand the L&I FIIRE Program will work with us to determine the best approach to deliver the training. We understand, at a minimum, participants in the training must include the department's health and safety officer (or, similar) and a firefighter who serves on the safety committee.
3. Create and implement the Safety Improvement Plan (SIP), focusing on safety and health best practices to address carcinogen exposures and musculoskeletal disorders, including actions to actively monitor and adjust the SIP for effectiveness. To be eligible for grant funding, a SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
4. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.

6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

**Ongoing Activities**

7. Make efforts to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
8. Review existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider incentive programs such as Stay at Work.
9. We understand the value of line firefighter input and we will make every effort to include them in our program.

**2<sup>ND</sup> YEAR PARTICIPATION**

1. Complete any revisions to the Accident Prevention Program (APP) using the Vulnerability Assessment Program (VAP) survey results by **February 28, 2026**.
2. Complete an on-site, annual Progress visit provided by L&I by **June 27, 2026**. We understand that we must contact the L&I FIIRE Program by **February 14, 2026** to schedule the site visit.
3. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Continue to implement the Safety Improvement Plan (SIP), focusing on safety and health best practices to address carcinogen exposures and musculoskeletal disorders, including actions to actively monitor and adjust the SIP for effectiveness. To be eligible for grant funding, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

**Ongoing Activities**

7. Continue to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
8. Continue reviewing existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider scheduling a review meeting with L&I Return to Work consultants to discuss policies and incentive programs such as Stay at Work.
9. We understand the value of line firefighter input and we will make every effort to include them in our program.

### 3RD YEAR PARTICIPATION

1. Complete on-site, annual Progress visit by L&I. We understand that we must contact L&I by **July 11, 2026** to schedule the site visit, and complete the site visit by **October 1, 2026**.
2. Assess progress of the Safety Improvement Plan (SIP) at reducing carcinogen exposures and the incidence of musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for 2026, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
3. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
5. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

### **Ongoing Activities**

6. Evaluate efforts to optimize safety committee activities, assessing if the committee is applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
7. Assess return to work policies, at improving outcomes for injured firefighters and reducing time-loss costs to the department.
8. We understand the value of line firefighter input and we will make every effort to include them in our program.

### 4TH YEAR PARTICIPATION

1. Complete a "FIIRE Program Summary" report using the provided template by **August 21, 2026**.
2. Complete an on-site annual Progress visit by L&I. We understand that we must contact L&I by **August 7, 2026** to schedule the site visit, and complete the site visit by **November 2, 2026**.
3. Assess progress of the Safety Improvement Plan (SIP) at reducing carcinogen exposures and the incidence of musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for 2026, a new or substantially revised SIP is required and must be developed by **May 31, 2026** and implemented from **June 1, 2026** through **December 31, 2026**.
4. Send a fire department representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will

contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.

- 5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
- 6. We agree to continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

**Ongoing Activities**

- 7. Evaluate efforts to optimize safety committee activities, assessing if the committee is applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
- 8. Assess return to work policies, at improving outcomes for injured firefighters and reducing time-loss costs to the department.
- 9. We understand the value of line firefighter input and we will make every effort to include them in our program.

**B. Incentives**

- 1. We understand that once we meet the requirements, we will receive a 10% premium incentive discount for the risk class 6904 base premium rate. The discount will be applied starting January 1, 2026 and ending December 31, 2026. Upon submittal of this agreement, a new rate notice will be sent reflecting the discounted rate and employee deduction rate.
- 2. For the purposes of quarterly reporting, we agree to report the hours worked in class 6904 under the internal code 6992 for the FIIRE Program. This internal code will be on our quarterly premium notice. We understand that these codes are for internal use with the discounted rates and do not create a new risk class.

**C. Termination**

- 1. We understand that this agreement will terminate on December 31, 2026.
- 2. We understand that we may terminate our participation in the FIIRE Program at any time upon notice to L&I. We understand that if we voluntarily terminate our participation, we will no longer receive any discount.
- 3. We understand that L&I may suspend or terminate this agreement should we no longer be in compliance with the requirements. To the extent permitted by law, we understand that we will be given notice and an opportunity to comply before suspension or termination.

**Authorized Representative from the Employer (If Applicable)**

Type or Print Name:

Position:

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\_\_\_\_\_

Signature

Date:

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**Authorized Representative from Fire Department**

Type or Print Name:

Position:

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Signature

Date:

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\_\_\_\_\_

**Authorized Union Representative**

Type or Print Name:

Position:

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\_\_\_\_\_

Signature

Date:

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**Department of Labor & Industries**

Michelle O'Brien, L&I Employers Services Program Manager

Signature

Date:

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