



CITY COUNCIL AGENDA

JUNE 13, 2016

7:00 P.M.

1. **PUBLIC HEARING**
 - a. Six Year Transportation Improvement Plan
 - b. Homeless Encampments
2. **COMMUNICATIONS**
 - a. Public Comment: This is the time for anyone wishing to speak before the council to do so.
PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.
3. **CONSENT AGENDA**
 - a. Council Minutes of May 23, 2016
4. **COUNCIL ACTION/DISCUSSION**
 - a. COMMITTEE REPORTS
 - b. OFFICER REPORTS
 1. Homeless Encampments
 2. Surplus – City Buildings
 3. Ambulance Levy (Equipment)
 4. Chief for a Day
 - c. MAYOR REPORTS
 1. LTAC and Building Code Council Appointments
 - d. COUNCIL REPORTS
5. **LEGAL BUSINESS**
 - a. **ORDINANCES**
 1. Homeless Encampments
 - (A – Original Staff Draft)
 - (B - Planning Commission Recommended Draft)
 - (C – Amended Draft)
 - b. **RESOLUTIONS**
 1. Six Year Transportation Improvement Plan (TIP)
 - c. **OTHER LEGAL**
 1. IT Services Contract
 2. Sewer Sludge Disposal Contract
6. **OLD BUSINESS**
7. **NEW BUSINESS**
8. **Public Comment:** This is the time for anyone wishing to speak before the council to do so. *The duration for public comment may have a time limit so that all interested parties may be heard. The public comment period may also be moved or continued to another portion of the meeting to facilitate city business on the agenda.*
9. **EXECUTIVE SESSION:** To consider the acquisition, sale or lease of real estate, to discuss with the City Attorney matters relating to agency enforcement action, litigation or potential litigation, to receive and evaluate complaints or charges brought against a public officer or employee, and/or any other purpose permitted by RCW 42.30.110 (NOTE: Actual topics to be discussed will be announced at the Council meeting, as well as the estimated time when the session will conclude.) No action will be taken during the Executive Session.
10. **ADJOURN**

If you require special accommodations during your attendance at the Council meeting please contact us at 360-538-3970 at least 48 hours in advance of the meeting

WSDOT

Statewide Transportation Improvement Program

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Current STIP Year 2017

Project List

Current search criteria: none

			Status	STIP Id	MPO	Agency	Title	Amd #	Draft Type	Last Action	Next Action	Process?
				WA-01116	SWW RTPO	Hoquiam	22nd and 23rd St. to 30th...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01129	SWW RTPO	Hoquiam	28th St. to Cherry St. Im...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01149	SWW RTPO	Hoquiam	28th St./Pacific Ave.to S...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				3rd Bridge	SWW RTPO	Hoquiam	3rd Hoquiam River Bridge		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01118	SWW RTPO	Hoquiam	5th St. along Railroad to...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01158	SWW RTPO	Hoquiam	5th St. Extension/Airport...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01142	SWW RTPO	Hoquiam	7th and J Street Improvem...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01162	SWW RTPO	Hoquiam	Beacon Hill Dr. Cul-de-sa...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01126	SWW RTPO	Hoquiam	Broadway Bluff		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01163	SWW RTPO	Hoquiam	City Alley Improvements		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01148	SWW RTPO	Hoquiam	Emerson Avenue Widening a...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01156	SWW RTPO	Hoquiam	Endresen Road Improvement...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01152	SWW RTPO	Hoquiam	Endresen Road Phase III		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-06466	SWW RTPO	Hoquiam	FY 2015 Arterial Preserva...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01166	SWW RTPO	Hoquiam	Hoquiam Trail Phase 1		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01117	SWW RTPO	Hoquiam	New Alignment from 30th t...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01160	SWW RTPO	Hoquiam	North St. and Beacon Hill...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01128	SWW RTPO	Hoquiam	Northend Truck Route		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01151	SWW RTPO	Hoquiam	Ontario Avenue Improvem...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01139	SWW RTPO	Hoquiam	Pacific Avenue Rebuild 28...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01119	SWW RTPO	Hoquiam	Paulson Rd (SR 109) to 5t...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01147	SWW RTPO	Hoquiam	Riverside Avenue Curb Res...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01125	SWW RTPO	Hoquiam	Riverside Bridge and appr...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-05649	SWW RTPO	Hoquiam	Sidewalk Pedestrian Safet...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01122	SWW RTPO	Hoquiam	SR 109 Spencer St. inters...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01120	SWW RTPO	Hoquiam	SR 109 Spur Junction to S...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01123	SWW RTPO	Hoquiam	US 101 N Lincoln St & 6th...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01124	SWW RTPO	Hoquiam	US 101 Simpson Ave. Bridg...		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>
				WA-01327	SWW RTPO	Hoquiam	Woodlawn Bridge		Orig		<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Create New Project Process

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**Office of the Building and Planning Department
CITY OF HOQUIAM**

609 – 8th Street, Hoquiam, WA 98550
(360) 532-5700 ext. 251– FAX (360) 538-0938
Email: ohowelln@cityofhoquiam.com

Report from Officer

DATE: May 19, 2016
TO: Mayor Dickhoff and City Council
FROM: Lon Howell, Building Official
SUBJECT: Planning Commission Recommendation –Homeless Encampment Ordinance

On March 14, 2016 the Hoquiam City Council requested the Planning Commission conduct a public hearing to take testimony regarding a proposed amendment to the City Code relating to temporary homeless encampments.

A notice of public hearing was published in the Vidette on April 14, 2016 announcing the Hoquiam Planning Commission Public Hearing for April 27, 2016.

On April 27, 2016, the Planning Commission conducted a public hearing and took testimony from members of the public.

On May 18, 2016 the Planning Commission conducted a public meeting, considered previous public comment, reviewed a draft ordinance and made a recommendation.

The Planning Commission recommends adopting the attached modified ordinance regarding temporary homeless encampments.

Action item: Staff recommends that Council set a public hearing for June 13, 2016 at 7:00 p.m. to consider the recommendation of the Planning Commission to adopt the proposed Ordinance related to Homeless Encampments.

CITY OF HOQUIAM
Council Meeting Minutes

May 23, 2016

CALL TO ORDER

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

ROLL CALL

In attendance at the meeting were Mayor Dickhoff and Councilmembers Carlstrom, Forkum, Grun, Livingston, Nelson, Pellegrini, Pennant, Simera, Swope, Wilson and Winkelman. Absent from the meeting was Councilmember Anderson.

Staff in attendance were Police Chief Jeff Myers, Fire Chief Paul Dean, City Administrator Brian Shay, City Attorney Steve Johnson, Finance Director Mike Folkers and Council Secretary Tracy Wood.

CONSENT AGENDA

Councilmember Grun moved to approve agenda items a through e as presented and the motion was seconded. Those items appearing on the consent agenda were as follows:

- The Hoquiam Council Minutes of May 9, 2016;
- The Regulatory Committee report recommending approval and payment of claim check numbers 84501 through 84537 in the amount of \$453,242.53; ACH and EFT deposits in the amount of \$347,843.78 and \$186,505.66 respectively; and payroll check numbers 27819 through 27853 in the amount of \$182,256.52;
- Notice of Completion for the Woodlawn Sewer Crossing – Advanced American Construction;
- Notice of Completion for the Woodlawn Sewer Crossing – Quigg Brothers; and
- Notice of Completion for Boat Launch Project – Quigg Brothers.

The motion for approval of the consent agenda passed by voice vote.

OFFICER REPORTS

Homeless Encampments

Staff requested that council set a public hearing date of June 13, 2016, at 7:00 p.m. to consider the recommendation of the Planning Commission concerning zoning and requirements for Homeless encampments. Councilmember Pellegrini moved to set hearing as requested, seconded and passed by voice vote.

MAYORS REPORTS

Financial Sustainability

Mayor Dickhoff briefly spoke about the financial sustainability of the city and the needs for replacement of equipment. She also stated how lucky the city is to have the staffing we have.

COUNCIL REPORTS

Ambulance Service

Councilmember Pellegrini spoke regarding his recent experience with use of the ambulance service. He said that when you have an accident or emergency you appreciate the staff that we have. We need to do what we can to make sure we have good ambulance service and police.

Hoquiam Business Association

Councilmember Winkelman stated that the HBA monthly forum will be at the Jitter House Coffee on May 25, 2016, at 7:30 a.m.. They will be discussing the Main Street program, business association events and also the newly owned businesses throughout Hoquiam.

LEGAL BUSINESS

Ordinances

Boat Launch and Moorage Fees

An Ordinance relating to restricted mooring areas; repealing 5A.60.010 of the Hoquiam Municipal Code; and adopting a new Section 5A.60.020 to the Hoquiam Municipal Code. Councilmember Pellegrini moved for the adoption of the ordinance and the motion was seconded. Following a discussion on how fees would be collected and how payment will be monitored, Mr. Folkers read the ordinance by title a second time after which the motion to approve passed by unanimous roll call vote.

Resolutions

Zoning Regulations for Marijuana Retail Stores

A Resolution of the City Council of the City of Hoquiam, Washington, relating to an Amendment of Title 10, pursuant to Section 10.07.140 of the Hoquiam Municipal Code, concerning land use regulations and development standards for marijuana businesses. Councilmember Pellegrini moved for adoption of the resolution and the motion was seconded. Mr. Johnson explained that this resolution would send this item to the Planning Commission for their review and recommendation. Following a brief discussion, the motion to approve the resolution passed by voice vote.

OLD BUSINESS

Homeless encampments

There was a brief discussion on the changes to the proposed Homeless Camp Ordinance and Mr. Johnson stated that discussion on this topic should wait until the public hearing.

NEW BUSINESS

Sidewalks 28th Street

A discussion was held concerning a citizen having problems with walking on 28th Street. There is a problem with the sidewalks and there are also overgrown blackberries. He is using a walker and is on oxygen and is having a hard time getting around in this area.

CITY OF HOQUIAM
Council Meeting Minutes

May 23, 2016

Woodlawn Sewer Line Mr. Shay reported that the city will have a pre-construction meeting on Thursday for the new Woodlawn Sewer Line. Construction is planned to begin following Memorial Day.

Timberworks Project

A brief discussion was held on the status of the Timberworks Project. Staff will keep council and the citizens updated on the next community meetings.

COMMUNICATIONS

Truck Route and Maintenance of Empty Properties Mr. Dave Forbes, 2216 Aberdeen Avenue, stated that the traffic flow on the new truck route is working well, but the paint that they used for the lane division is not staying. Mr. Shay stated that DOT plans on restriping in the future. Mr. Forbes also spoke about how many empty houses there are and that the yards are not being maintained. Mr. Shay stated that the code Enforcement has sent out several notices to those properties and that the City has mowed several parking strips around town. They cannot go onto private property.

Boat Launch Mr. Bill Wieland, 600 Washington Court, stated that many of the local will not leave their boat trailers parked at the launch – might need to look at a different way to insure fee collection. Also – the grass along the shoulder of Hyde Park Drive is getting very tall.

Excuse Absent Members Councilmember Pellegrini moved to excuse the absent member. The motion was seconded and passed by voice vote.

ADJOURN Councilmember Pellegrini moved to adjourn the meeting at 7:32 p.m. The motion was seconded and passed by voice vote.

Jasmine Dickhoff -- Mayor

Tracy Wood – Council Secretary



**THE CITY OF HOQUIAM
OFFICE OF THE MAYOR
609 8th STREET, HOQUIAM, WA 98550**

REPORT FROM OFFICER

DATE: June 8, 2016
TO: Councilmembers
FROM: Steve Johnson, City Attorney
SUBJECT: Temporary Homeless Encampments Ordinance

BACKGROUND INFORMATION:

In your council meeting agenda packets you will find three different drafts of an ordinance to regulate temporary homeless encampments hosted by a religious organization. The first is the original staff draft, which was written by me with input from other department heads. The second is the draft recommended by the Hoquiam Planning Commission. Finally, the third is an amended draft which I prepared after considering some of the concerns voiced by members of the religious community. This amended draft is virtually the same as the draft recommended by the Planning Commission with two changes, as follows:

First, I was told that the religious organizations did not want to be placed in the position of having to report to the Hoquiam Police Department if they were forced to reject or eject an individual from a homeless encampment because of an active Hoquiam Municipal Court warrant. They feel that they have an obligation to respect and protect the privacy of the tenants of the camp. The interest of the City is to protect the health, safety and welfare of the residents of the City, including the members of the homeless encampment. That end would be served by not allowing people with active Hoquiam Municipal Court warrants to stay at the camp. It would not be necessary for the religious organizations to report this information to the Hoquiam Police Department so long as they are actually doing the background checks and are not allowing people who are registered sex offenders or who have active Hoquiam Municipal Court warrants to reside at the camp. Therefore, this draft strikes Section (4)(b)(vii)(b), on page 4.

Second, there was a concern that the Planning Commission draft did not allow the Host Agency to dispute or appeal a determination by the City Administrator that violations of permit requirements have occurred at a homeless encampment. The amended staff draft adds language to Section (6)(b) which would allow the Host Agency to have a meeting to present evidence to the City Administrator to dispute or explain any alleged violations. In the meantime, the Host Agency would have fourteen days to cure any violations, if they exist. This process is consistent with the process to appeal many other administrative decisions provided in the municipal code, such as decisions involving the building code.

RECOMMENDATION:

That the City Council adopt an ordinance which regulates temporary homeless encampments hosted by religious organizations, consistent with RCW 36.01.290.



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

609 – 8th Street, Hoquiam, WA 98550
(360) 532-5700 – FAX (360) 538-0938
Email: bshay@cityofhoquiam.com

Report From Officer

DATE: June 8, 2016
TO: Mayor Jasmine Dickhoff and Council Members
FROM: Brian Shay, City Administrator
SUBJECT: City Buildings at 526 and 524 8th Street

With the unfortunate closure of the Passport Café at 526 8th Street, the City of Hoquiam should evaluate all options available including leasing or selling property.

Over the past several years, the City has made substantial investments to both 526 and 524 8th Street. Prior to the opening of the CrossFit Gym located at 524 8th Street, the City installed separate water and electrical services so that the properties could be leased or sold separately.

Staff has met with a two potential new businesses at 526 8th Street. One is a restaurant that prefers to lease and would need a commercial hood installed, while the other entrepreneur would prefer to purchase the property. Declaring both 524 and 526 8th Street as surplus property will give the City more options and flexibility with the properties. All decisions to sell or lease must be approved by the Council.

Attached is the Grays Harbor County parcel information for each property which give the current assessed value and property square footage.

Recommendation:

Staff recommends that the Council direct staff to draft a resolution to declare 524 and 526 8th Street as surplus property and that staff seeks proposals to sell or lease 526 8th Street.

To: City Council
From: Mike Folkers, Finance Director
Date: June 8, 2016
Subject: Ambulance Equipment

The City's Ambulance Fleet consists of the following:

Make Year	Mileage	Current Status	Future Status
2001	120,844	In Service	Replace
2006	130,387	In Service	Re-chassis in 2020
2008	N/A	Out of Service	Re-chassis in 2016
2010	100,386	In Service	Re-chassis in 2022

Due to revenue constraints within the Ambulance Fund, there have not been any funds set aside for the purchase of a new ambulance for many years. However, this has not lessened the need to replace ambulances on a frequent basis. The Ambulance Fund is not expected to be able to afford to set aside funds in the next biennium either.

Staff would like to recommend the council consider putting a property tax levy for Fire and Ambulance equipment on the General Election ballot on November 8th. There are a few options:

1. Replace the 2001 Ambulance for \$180,000. The levy rate would be \$0.09 per \$1000 of Assessed Value for five years. The average homeowner would pay an additional \$.74 cents per month in property taxes.
2. Replace the 2001 Ambulance and rechassis the 2006 Ambulance for a total of \$270,000. The levy rate would be \$0.13 per \$1000 of Assessed Value for five years. The average homeowner would pay an additional \$1.11 per month in property taxes.
3. Replace the 2001 Ambulance and rechassis both the 2006 and 2010 Ambulances or replace the 2001 and 2006 Ambulances. Both choices have a total cost of \$360,000. The levy rate would be \$0.18 per \$1000 of Assessed Value for five years. The average homeowner would pay an additional \$1.49 per month in property taxes.

The costs to put this issue on the ballot should be minimal as there is a presidential election on the ballot at the same time. The deadline to put an issue on the General Election Ballot is August 2, 2016.



Chief For A Day



Evan is a 12-year old from Grays Harbor who has faced significant medical challenges his entire life. With his positive attitude and strong family support, Evan attends school, enjoys sports, old cars and collects fitted baseball hats– over 100 so far! Evan enjoys music on his I-Pad and likes to go to sporting events to cheer on his favorite teams, such as the Seahawks and Huskies.

Evan has been chosen as the Hoquiam Police Department's CHIEF FOR A DAY 2016; he will join 32 other "Chiefs" and "Sheriffs" from around the state at the Washington State Criminal Justice Training Commission's police academy in Burien on August 18, 2016.

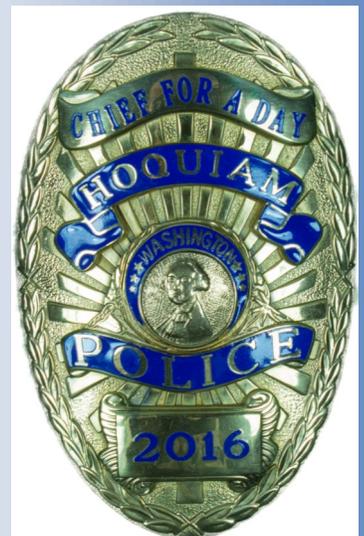
This statewide event celebrates the lives of children who have been diagnosed with life-threatening or chronic medical conditions. Evan and his family will visit the police department, be sworn-in at a City Council meeting, tour city facilities, take a tug boat ride from the Hoquiam Riverfront, visit the police academy and ride in the lead patrol car at the Logger's Playday parade in September.

Evan will be issued his very own police chief uniform and 2016 CHIEF FOR A DAY commemorative badge in his honor.

The Hoquiam Police Department is partnering with other agencies and local businesses to provide support and gifts for Evan and his family at this special event. Please help to make this day extra special as we hope to raise at least \$1,000 to purchase items Evan and his family can use.

PLEASE CONTACT Chief Jeff Myers at 360-532-0892 x 105 or Officer Phil High at x 289 if you want to help; You can email us at jmyers@cityofhoquiam.com or phigh@cityofhoquiam.com.

215-10th Street, Hoquiam WA 98550



ORIGINAL STAFF DRAFT

ORDINANCE NO. 2016-- _____

AN ORDINANCE relating to land use regulations and development standards, concerning temporary homeless encampments hosted by a religious organization; adding a new Section 10.05.062 to Chapter 10.05 of the Hoquiam Municipal Code.

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

NEW SECTION. SECTION 1. A new Section 10.05.062 is added to Chapter 10.05 of the Hoquiam Municipal Code is amended to read as follows:

10.05.062 Homeless Encampments.

(1) Definitions.

(a) “Host agency” means the religious organization which owns the property that is the subject of an application for a temporary Homeless Encampment Permit for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and service.

(b) “Homeless Encampment” means a temporary emergency homeless encampment, hosted by a religious organization which provides temporary housing to homeless persons.

(2) Who May Apply.

(a) Temporary Homeless Encampments shall be permitted only as an accommodation of religious exercise by a Host Agency, as provided by RCW 36.01.290. Each Host Agency shall apply for a permit under this Section and shall certify compliance with all applicable requirements for approval and conditions of this Section and application for a permit.

(3) Applicable Procedures.

(a) A Temporary Encampment Permit is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Hoquiam Municipal Code, the following procedures shall apply:

(i) Advance Notice Required. The Host Agency shall notify the City of the proposed homeless encampment a minimum of thirty (30) days in advance of the proposed date of establishment of the homeless encampment. The advance notification shall be in the form of an application for a temporary Homeless Encampment permit and shall contain the following information:

(a) The date the homeless encampment will commence;

(b) The length of the encampment, which shall be no longer than ninety (90) days;

ORIGINAL STAFF DRAFT

- (c) The maximum number of residents proposed;
- (d) The host location, which must be owned by the Host Agency;
- (e) The name of the Host Agency; and
- (f) Other information required by the City Building Official and other City Officials.

(ii) Informational Meeting Required: The Host Agency shall conduct at least one (1) informational meeting within, or as close to as possible, the location where the proposed homeless encampment will be located, a minimum of two (2) weeks prior to the issuance of the temporary Homeless Encampment permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency. All property owners within three-hundred (300) feet of the location of the proposed homeless encampment shall be notified by mail or personal service ten (10) days in advance of the meeting by the Host Agency. In lieu of service by mail or personal service, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within three-hundred (300) feet of the proposed homeless encampment.

(iii) Signs Required. The applicant shall also provide notice of the application with the same timeframe identified above by posting two (2) signs on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The City Administrator or his/her designee shall establish standards for size, color, layout, design, placement and timing of installation and removal of the signs.

(4) Homeless Encampment – Criteria/Requirements for Approval of Permit.

The City Administrator or his/her designee may issue a temporary revocable Homeless Encampment permit subject to the following criteria and requirements.

(a) Site Criteria

(i) The property must be sufficient in size to accommodate the tents and necessary site facilities, including, but not limited to the following:

- (a) Sanitary portable toilets in the number required to meet capacity guidelines;
- (b) Hand washing stations located by the toilets and by the food areas;
- (c) Refuse receptacles; and
- (d) Food tent and security tent.

(ii) The Host Agency shall provide an adequate water source to the homeless encampment, as approved by the City.

(iii) No homeless encampment shall be located with a Critical area as defined under Chapter 11.06 of the Hoquiam Municipal Code.

(iv) No permanent structures will be constructed for the homeless encampment.

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(v) No more than forty (40) residents shall be allowed at any one homeless encampment. The City may further limit the number of residents as site conditions dictate.

(vi) Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by the homeless encampment residents shall be provided in the permit application. If the homeless encampment is located on a site that has another preexisting use, it shall be shown that the homeless encampment parking will not create a shortage of on-site parking for the other use(s) on the property.

(vii) The homeless encampment shall be adequately buffered and screened from adjacent rights-of-way and residential properties. Screening shall be a minimum of six (6) feet and may include, but is not limited to, fencing, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the City.

(viii) All sanitary portable toilets shall be screened from adjacent rights-of-way and properties. The type of screening shall be approved by the City, and may include, but is not limited to, a combination of fencing and/or landscaping.

(b) Security.

(i) An operations and security plan for the homeless encampment shall be submitted to the City at the time of application.

(ii) The Host Agency shall provide to all residents of the homeless encampment a written Code of Conduct for living at the homeless encampment. A copy of the Code of Conduct shall be submitted to the City at the time of application and shall be in substantially the following form or address the following issues:

(a) Possession or use of illegal drugs is not permitted.

(b) No alcohol is permitted.

(c) No weapons are permitted.

(d) All knives with a blade over three and one-half (3 ½) inches must be turned into the Host Agency's on-site Encampment Manager for safekeeping.

(e) No violence is permitted.

(f) No open flames are permitted without pre-approval from the City Administrator or his/her designee.

(g) No trespassing onto private property in the surrounding neighborhood is permitted.

(h) No loitering in the surrounding neighborhood is permitted.

(i) No littering on the temporary encampment site or in the surrounding neighborhood is permitted.

ORIGINAL STAFF DRAFT

(j) The Host Agency may impose and enforce additional Code of Conduct conditions not otherwise inconsistent with this Section.

(iii) All homeless encampment residents must sign an agreement to abide by the Code of Conduct and failure to do so shall result in the noncompliant resident's immediate expulsion from the property.

(v) The Host Agency shall keep a log of all people who stay overnight in the homeless encampment, including names and birthdates, and dates of stay. Logs shall be kept by the Host Agency a minimum of six (6) months from the date of commencement of the homeless encampment.

(vi) The Host Agency shall take all reasonable and legal steps to obtain verifiable ID, such as a driver's license, government-issued identification card, military identification, or passport from prospective and existing homeless encampment residents.

(vii) The Host Agency will use identification to obtain sex offender and warrant checks from the Washington State Patrol, the Grays Harbor County Sheriff's Officer, or the Hoquiam Police Department.

(a) If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from any jurisdiction in the United States for the arrest of the individual who is the subject of the check, or (2) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then the Host Agency shall reject the subject of the check for residency to the homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.

(b) The Host Agency shall immediately contact the Police Department if the reason for rejection or ejection of an individual from the homeless encampment is an active warrant. In other cases of rejection or ejection, the designated representative of the Host Agency shall immediately provide the facts leading to such action to the Police Department.

(viii) The Host Agency shall self-manage its residents and prohibit alcohol, illegal drugs, weapons, fighting, and abuse of any kind, littering, or disturbing the neighbors while located on the property of the Host Agency.

(ix) The Host Agency will appoint a designated representative to serve "on-duty" as an Encampment Manager at all times to serve as a point of contact for the Police Department and will orient the Police Department as to how the security tent operates. The name of the on-duty designated representative will be posted daily in the security tent. The City shall provide contact numbers of non-emergency personnel which shall be posted at the security tent.

(c) Duration and Number of Encampments.

(i) The duration of a temporary homeless encampment shall not exceed ninety (90) days.

(ii) No additional temporary homeless encampments may be allowed on the same parcel of property or location in any twelve-month period beginning on the date the homeless encampment locates on a parcel of property or location.

ORIGINAL STAFF DRAFT

(iii) No more than one (1) temporary homeless encampment may be located in the City at any time.

(d) Health and Safety.

(i) There shall be no open fires for cooking without pre-approval by the Hoquiam Fire Department and no open fires for heating or other purposes.

(ii) No heating appliances within the individual tents are allowed without pre-approval by the Hoquiam Fire Department.

(iii) No cooking appliances other than microwave appliances are allowed in individual tents.

(iv) An adequate number, with appropriate rating, of fire extinguishers shall be provided as approved by the Hoquiam Fire Department.

(v) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Hoquiam Fire Department.

(vi) Adequate separation between tents and other structures shall be maintained as determined by the Hoquiam Fire Department.

(vii) Electrical service shall be in accordance with recognized and accepted practice. Electrical cords are not to be strung together and any cords used must be approved for exterior use.

(5) Administrative Decision.

(a) Purpose. The City Administrator or his/her designee shall review the application for a temporary Homeless Encampment permit to ensure compliance with the provisions of this Section and all other applicable law, to ensure that the health, safety and welfare of the residents of the City is preserved, and to provide an expedient and reasonable land use review process for decisions under and interpretations of this Section.

(b) City Administrator's Authority. The City Administrator or his/her designee has authority to modify the requirements of the application as deemed appropriate.

(c) Notice of Decision. The City Administrator or his/her designee shall notify the Host Agency of his/her decision to approve, modify, or deny the application for a temporary Homeless Encampment permit in a timely manner, but not exceed fourteen (14) days after the neighborhood informational meeting. This decision is a final decision of the City. Appeals of decisions to approve or deny a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

(6) Termination or Revocation of Temporary Homeless Encampment Permit.

(a) If the Host Agency fails to take action against a resident who violates the terms and conditions of a temporary Homeless Encampment permit, it may result in the immediate termination of the permit. If the City learns of uncontrolled violence or acts of violence by residents of the encampment

ORIGINAL STAFF DRAFT

and the Host Agency has not addressed the situation, in the opinion of the City Administrator or his/her designee, the temporary Homeless Encampment permit may be immediately terminated.

(b) Upon determination that there has been a violation of any approval criteria or requirement of application for a temporary Homeless Encampment permit, the City Administrator or his/her designee may give written notice to the Host Agency describing the alleged violation(s). Within fourteen (14) days of the mailing of the notice of violation, the City Administrator or his/her designee shall sustain or revoke the permit. When a temporary Homeless Encampment permit is revoked, the City Administrator or his/her designee shall notify the permit holder by certified mail of the revocation and the findings upon which the revocation is based. Appeals of decisions to revoke a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

(7) Permit Fee.

(a) The application fee for a temporary Homeless Encampment permit, if any, shall be set by the City Council by resolution.

ADOPTED by the Mayor and City Council on _____, 2016.

JASMINE DICKHOFF – MAYOR

ATTEST:

MIKE FOLKERS – FINANCE DIRECTOR

PUBLISHED:

PLANNING COMMISSION DRAFT

ORDINANCE NO. 2016-- _____

AN ORDINANCE relating to land use regulations and development standards, concerning temporary homeless encampments hosted by a religious organization; adding a new Section 10.05.062 to Chapter 10.05 of the Hoquiam Municipal Code.

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

NEW SECTION. SECTION 1. A new Section 10.05.062 is added to Chapter 10.05 of the Hoquiam Municipal Code is amended to read as follows:

10.05.062 Homeless Encampments.

(1) Definitions.

(a) “Host agency” means the religious organization which owns the property that is the subject of an application for a temporary Homeless Encampment Permit for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and service.

(b) “Homeless Encampment” means a temporary emergency homeless encampment, hosted by a religious organization which provides temporary housing to homeless persons.

(2) Who May Apply.

(a) Temporary Homeless Encampments shall be permitted only as an accommodation of religious exercise by a Host Agency, as provided by RCW 36.01.290. Each Host Agency shall apply for a permit under this Section and shall certify compliance with all applicable requirements for approval and conditions of this Section and application for a permit.

(3) Applicable Procedures.

(a) A Temporary Encampment Permit is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Hoquiam Municipal Code, the following procedures shall apply:

(i) Advance Notice Required. The Host Agency shall notify the City of the proposed homeless encampment a minimum of thirty (30) days in advance of the proposed date of establishment of the homeless encampment. The advance notification shall be in the form of an application for a temporary Homeless Encampment permit and shall contain the following information:

(a) The date the homeless encampment will commence;

(b) The length of the encampment, which shall be no longer than one hundred twenty (120) days;

PLANNING COMMISSION DRAFT

- (c) The maximum number of residents proposed;
- (d) The host location, which must be owned by the Host Agency;
- (e) The name of the Host Agency; and
- (f) Other information required by the City Building Official and other City Officials.

(ii) Informational Meeting Required: The Host Agency shall conduct at least one (1) informational meeting within, or as close to as possible, the location where the proposed homeless encampment will be located, a minimum of one (1) week prior to the issuance of the temporary Homeless Encampment permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency. All property owners and occupants within three-hundred (300) feet of the location of the proposed homeless encampment shall be notified by mail or personal service ten (10) days in advance of the meeting by the Host Agency. In lieu of service by mail or personal service, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within three-hundred (300) feet of the proposed homeless encampment.

(iii) Signs Required. The applicant shall also provide notice of the application with the same timeframe identified above by posting two (2) signs on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The City Administrator or his/her designee shall provide the signage after establishing standards for size, color, layout, design, placement and timing of installation and removal of the signs.

(4) Homeless Encampment – Criteria/Requirements for Approval of Permit.

The City Administrator or his/her designee may issue a temporary revocable Homeless Encampment permit subject to the following criteria and requirements.

(a) Site Criteria

(i) The property must be sufficient in size to accommodate the tents and necessary site facilities, including, but not limited to the following:

- (a) Sanitary portable toilets in the number required to meet capacity guidelines, unless bathrooms are provided by the Host Agency;
- (b) Hand washing stations or hand sanitizer dispensers located by the toilets and by the food areas;
- (c) Refuse receptacles; and
- (d) Community tent.

(ii) The Host Agency shall provide an adequate water source to the homeless encampment, as approved by the City.

(iii) No homeless encampment shall be located with a Critical area as defined under Chapter 11.06 of the Hoquiam Municipal Code.

PLANNING COMMISSION DRAFT

(iv) No permanent structures will be constructed for the homeless encampment.

(v) No more than forty (40) residents shall be allowed at any one homeless encampment. The City may further limit the number of residents as site conditions dictate.

(vi) Adequate on-site parking shall be provided for the homeless encampment. No off-site parking will be allowed. The number of vehicles used by the homeless encampment residents shall be provided in the permit application. If the homeless encampment is located on a site that has another preexisting use, it shall be shown that the homeless encampment parking will not create a shortage of on-site parking for the other use(s) on the property.

(vii) The homeless encampment shall be adequately buffered and screened from adjacent rights-of-way and residential properties. Screening shall be a minimum of six (6) feet and may include, but is not limited to, fencing, or the placement of the homeless encampment behind buildings. The type of screening shall be approved by the City.

(viii) All sanitary portable toilets shall be screened from adjacent rights-of-way and properties. The type of screening shall be approved by the City, and may include, but is not limited to, a combination of fencing and/or landscaping.

(b) Security.

(i) An operations and security plan for the homeless encampment shall be submitted to the City at the time of application.

(ii) The Host Agency shall provide to all residents of the homeless encampment a written Code of Conduct for living at the homeless encampment. A copy of the Code of Conduct shall be submitted to the City at the time of application and shall be in substantially the following form or address the following issues:

(a) Possession or use of illegal drugs is not permitted.;

(b) No alcohol is permitted;

(c) No weapons are permitted;

(d) All knives with a blade over three and one-half (3 ½) inches must be turned into the Host Agency's on-site Encampment Manager for safekeeping;

(e) No violence is permitted;

(f) No open flames are permitted without pre-approval from the City Administrator or his/her designee;

(g) No trespassing onto private property in the surrounding neighborhood is permitted;

(h) No loitering in the surrounding neighborhood is permitted;

PLANNING COMMISSION DRAFT

(i) No littering on the temporary encampment site or in the surrounding neighborhood is permitted;

(j) The Host Agency may impose and enforce additional Code of Conduct conditions not otherwise inconsistent with this Section.

(iii) All homeless encampment residents must sign an agreement to abide by the Code of Conduct and failure to do so shall result in the noncompliant resident's immediate expulsion from the property.

(v) The Host Agency shall take all reasonable steps to keep a log of all people who stay overnight in the homeless encampment, including names and birthdates, and dates of stay. Logs shall be retained by the Host Agency for a minimum of thirty (30) days from the date of disbanding of the homeless encampment.

(vi) The Host Agency shall take all reasonable and legal steps to obtain verifiable ID, such as a driver's license, government-issued identification card, military identification, or passport from prospective and existing homeless encampment residents.

(vii) The Host Agency will use identification to obtain sex offender and warrant checks from the Washington State Patrol, the Grays Harbor County Sheriff's Officer, or the Hoquiam Police Department.

(a) If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from the Hoquiam Municipal Court for the arrest of the individual who is the subject of the check, or (2) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then the Host Agency shall reject the subject of the check for residency to the homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.

(b) The Host Agency shall immediately contact the Police Department if the reason for rejection or ejection of an individual from the homeless encampment is an active Hoquiam Municipal Court warrant. In other cases of rejection or ejection, the designated representative of the Host Agency shall immediately provide the facts leading to such action to the Police Department.

(viii) The Host Agency shall self-manage its residents and prohibit alcohol, illegal drugs, weapons, fighting, and abuse of any kind, littering, or disturbing the neighbors while located on the property of the Host Agency.

(ix) The Host Agency will appoint a designated representative to serve "on-duty" as an Encampment Manager at all times to serve as a point of contact for the Police Department and will orient the Police Department as to how the community tent operates. The name of the on-duty designated representative will be posted daily in the community tent. The City shall provide contact numbers of non-emergency personnel which shall be posted at the community tent.

(c) Duration and Number of Encampments.

PLANNING COMMISSION DRAFT

(i) The duration of a temporary homeless encampment shall not exceed one hundred twenty (120) days.

(ii) No additional temporary homeless encampments may be allowed on the same parcel of property or location in any twelve-month period beginning on the date the homeless encampment locates on a parcel of property or location.

(iii) No more than one (1) temporary homeless encampment may be located in the City at any time.

(d) Health and Safety.

(i) There shall be no open fires for cooking, other than a propane stove in the community tent, without pre-approval by the Hoquiam Fire Department and no open fires for heating or other purposes.

(ii) No heating appliances within the individual tents are allowed without pre-approval by the Hoquiam Fire Department.

(iii) No cooking appliances other than microwave appliances are allowed in individual tents.

(iv) An adequate number, with appropriate rating, of fire extinguishers shall be provided as approved by the Hoquiam Fire Department.

(v) Adequate access for fire and emergency medical apparatus shall be provided. This shall be determined by the Hoquiam Fire Department.

(vi) Adequate separation between tents and other structures of at least twelve (12) inches shall be maintained as determined by the Hoquiam Fire Department.

(vii) Electrical service shall be in accordance with recognized and accepted practice. Electrical cords are not to be strung together and any cords used must be approved for exterior use.

(5) Administrative Decision.

(a) Purpose. The City Administrator or his/her designee shall review the application for a temporary Homeless Encampment permit to ensure compliance with the provisions of this Section and all other applicable law, to ensure that the health, safety and welfare of the residents of the City including residents of the camp is preserved, and to provide an expedient and reasonable land use review process for decisions under and interpretations of this Section.

(b) City Administrator's Authority. The City Administrator or his/her designee has authority to modify the requirements of the application as deemed appropriate.

(c) Notice of Decision. The City Administrator or his/her designee shall notify the Host Agency of his/her decision to approve, modify, or deny the application for a temporary Homeless Encampment permit in a timely manner, not to exceed fourteen (14) days after the application is received by the City. This decision is a final decision of the City. Appeals of decisions to approve or deny a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

PLANNING COMMISSION DRAFT

(6) Termination or Revocation of Temporary Homeless Encampment Permit.

(a) If the Host Agency fails to take action against a resident who violates the terms and conditions of a temporary Homeless Encampment permit, it may result in the immediate termination of the permit. If the City learns of uncontrolled violence or acts of violence by residents of the encampment and the Host Agency has not addressed the situation, in the opinion of the City Administrator or his/her designee, the temporary Homeless Encampment permit may be immediately terminated.

(b) Upon determination that there has been a violation of any approval criteria or requirement of application for a temporary Homeless Encampment permit, the City Administrator or his/her designee may give written notice to the Host Agency describing the alleged violation(s). Within fourteen (14) days of the mailing of the notice of violation, the City Administrator or his/her designee shall sustain or revoke the permit. When a temporary Homeless Encampment permit is revoked, the City Administrator or his/her designee shall notify the permit holder by certified mail of the revocation and the findings upon which the revocation is based. Appeals of decisions to revoke a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

(7) Permit Fee.

(a) There shall be no application fee for a Homeless Encampment permit.

ADOPTED by the Mayor and City Council on _____, 2016.

JASMINE DICKHOFF – MAYOR

ATTEST:

MIKE FOLKERS – FINANCE DIRECTOR

PUBLISHED:

AMENDED STAFF DRAFT

ORDINANCE NO. 2016-- _____

AN ORDINANCE relating to land use regulations and development standards, concerning temporary homeless encampments hosted by a religious organization; adding a new Section 10.05.062 to Chapter 10.05 of the Hoquiam Municipal Code.

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

NEW SECTION. SECTION 1. A new Section 10.05.062 is added to Chapter 10.05 of the Hoquiam Municipal Code is amended to read as follows:

10.05.062 Homeless Encampments.

(1) Definitions.

(a) “Host agency” means the religious organization which owns the property that is the subject of an application for a temporary Homeless Encampment Permit for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and service.

(b) “Homeless Encampment” means a temporary emergency homeless encampment, hosted by a religious organization which provides temporary housing to homeless persons.

(2) Who May Apply.

(a) Temporary Homeless Encampments shall be permitted only as an accommodation of religious exercise by a Host Agency, as provided by RCW 36.01.290. Each Host Agency shall apply for a permit under this Section and shall certify compliance with all applicable requirements for approval and conditions of this Section and application for a permit.

(3) Applicable Procedures.

(a) A Temporary Encampment Permit is an administrative decision. In addition to the requirements for administrative decisions found elsewhere in the Hoquiam Municipal Code, the following procedures shall apply:

(i) Advance Notice Required. The Host Agency shall notify the City of the proposed homeless encampment a minimum of thirty (30) days in advance of the proposed date of establishment of the homeless encampment. The advance notification shall be in the form of an application for a temporary Homeless Encampment permit and shall contain the following information:

(a) The date the homeless encampment will commence;

(b) The length of the encampment, which shall be no longer than one hundred twenty (120) days;

AMENDED STAFF DRAFT

- (c) The maximum number of residents proposed;
- (d) The host location, which must be owned by the Host Agency;
- (e) The name of the Host Agency; and
- (f) Other information required by the City Building Official and other City Officials.

(ii) Informational Meeting Required: The Host Agency shall conduct at least one (1) informational meeting within, or as close to as possible, the location where the proposed homeless encampment will be located, a minimum of one (1) week prior to the issuance of the temporary Homeless Encampment permit. The time and location of the meeting shall be agreed upon between the City and the Host Agency. All property owners and occupants within three-hundred (300) feet of the location of the proposed homeless encampment shall be notified by mail or personal service ten (10) days in advance of the meeting by the Host Agency. In lieu of service by mail or personal service, an alternative means of notice may be provided that is reasonably calculated to notify the neighboring property owners within three-hundred (300) feet of the proposed homeless encampment.

(iii) Signs Required. The applicant shall also provide notice of the application with the same timeframe identified above by posting two (2) signs on the site or in a location immediately adjacent to the site that provides visibility of the signs to motorists using adjacent streets. The City Administrator or his/her designee shall provide the signage after establishing standards for size, color, layout, design, placement and timing of installation and removal of the signs.

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The City Administrator or his/her designee may issue a temporary revocable Homeless Encampment permit subject to the following criteria and requirements.

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- (a) Sanitary portable toilets in the number required to meet capacity guidelines, unless bathrooms are provided by the Host Agency;
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AMENDED STAFF DRAFT

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(h) No loitering in the surrounding neighborhood is permitted;

AMENDED STAFF DRAFT

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(vii) The Host Agency will use identification to obtain sex offender and warrant checks from the Washington State Patrol, the Grays Harbor County Sheriff's Officer, or the Hoquiam Police Department.

(a) If said warrant and sex offender checks reveal either (1) an existing or outstanding warrant from the Hoquiam Municipal Court for the arrest of the individual who is the subject of the check, or (2) the subject of the check is a sex offender, required to register with the County Sheriff of their county of residence pursuant to RCW 9A.44.130, then the Host Agency shall reject the subject of the check for residency to the homeless encampment or eject the subject of the check if that person is already a homeless encampment resident.

~~(b) The Host Agency shall immediately contact the Police Department if the reason for rejection or ejection of an individual from the homeless encampment is an active Hoquiam Municipal Court warrant. In other cases of rejection or ejection, the designated representative of the Host Agency shall immediately provide the facts leading to such action to the Police Department.~~

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(c) Duration and Number of Encampments.

AMENDED STAFF DRAFT

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(i) There shall be no open fires for cooking, other than a propane stove in the community tent, without pre-approval by the Hoquiam Fire Department and no open fires for heating or other purposes.

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(vii) Electrical service shall be in accordance with recognized and accepted practice. Electrical cords are not to be strung together and any cords used must be approved for exterior use.

(5) Administrative Decision.

(a) Purpose. The City Administrator or his/her designee shall review the application for a temporary Homeless Encampment permit to ensure compliance with the provisions of this Section and all other applicable law, to ensure that the health, safety and welfare of the residents of the City including residents of the camp is preserved, and to provide an expedient and reasonable land use review process for decisions under and interpretations of this Section.

(b) City Administrator's Authority. The City Administrator or his/her designee has authority to modify the requirements of the application as deemed appropriate.

(c) Notice of Decision. The City Administrator or his/her designee shall notify the Host Agency of his/her decision to approve, modify, or deny the application for a temporary Homeless Encampment permit in a timely manner, not to exceed fourteen (14) days after the application is received by the City. This decision is a final decision of the City. Appeals of decisions to approve or deny a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.

AMENDED STAFF DRAFT

(6) Termination or Revocation of Temporary Homeless Encampment Permit.

(a) If the Host Agency fails to take action against a resident who violates the terms and conditions of a temporary Homeless Encampment permit, it may result in the immediate termination of the permit. If the City learns of uncontrolled violence or acts of violence by residents of the encampment and the Host Agency has not addressed the situation, in the opinion of the City Administrator or his/her designee, the temporary Homeless Encampment permit may be immediately terminated.

(b) Upon determination that there has been a violation of any approval criteria or requirement of application for a temporary Homeless Encampment permit, the City Administrator or his/her designee may give written notice to the Host Agency describing the alleged violation(s). Within fourteen (14) days of the mailing of the notice of violation, ~~the City Administrator or his/her designee shall sustain or revoke the permit. When a temporary Homeless Encampment permit is revoked, the City Administrator or his/her designee shall notify the permit holder by certified mail of the revocation and the findings upon which the revocation is based. Appeals of decisions to revoke a temporary Homeless Encampment permit shall be to the Grays Harbor County Superior Court.~~ the Host Agency shall present to the City Administrator or his/her designee evidence that the violation(s) has/have been cured, or request a meeting with the City Administrator or his/her designee to dispute or explain the alleged violation(s) if the Host Agency believes that no violation has occurred. If it is ultimately determined that a violation(s) has occurred and has not been cured, the City Administrator shall notify the permit holder by certified mail that the permit has been revoked and shall provide a description of the findings upon which the revocation is based. An appeal of a decision to revoke a temporary Homeless Encampment shall be to the Grays Harbor Superior Court.

(7) Permit Fee.

(a) There shall be no application fee for a Homeless Encampment permit.

ADOPTED by the Mayor and City Council on _____, 2016.

JASMINE DICKHOFF – MAYOR

ATTEST:

MIKE FOLKERS – FINANCE DIRECTOR

AMENDED STAFF DRAFT

PUBLISHED:

RESOLUTION NO. 2016 – _____

A RESOLUTION adopting the comprehensive street program prepared by the City Administrator pursuant to RCW 35.77.

WHEREAS, RCW 35.77 requires the legislative body of each city to annually review and determine current city street needs and to prepare and adopt a comprehensive street program for the ensuing six years; and

WHEREAS, the Hoquiam City Council did hold a public hearing on the proposed comprehensive street program at the City Hall, in Hoquiam, Washington, on the 13th day of June, 2016; and

WHEREAS, there were no written objections to the comprehensive six year street program prepared by 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. That, based on the findings of the Mayor and Council and the program prepared by the City Administrator for the City of Hoquiam, the attached comprehensive street program is hereby adopted.

SECTION 2. That a copy of the comprehensive street program for the ensuing six years, together with a copy of this resolution, be filed with the Director of Highways of the State of Washington.

ADOPTED by the Mayor and City Council on June 13, 2016.

Jasmine Dickhoff – Mayor

ATTEST:

Mike Folkers – Finance Director

CITY OF HOQUIAM

SERVICE PROVIDER AGREEMENT – COMPUTER SERVICES

THIS AGREEMENT, is made and entered into in duplicate this _____ day of June, 2016, by and between the CITY OF HOQUIAM, a Washington municipal corporation, hereinafter referred to as the “CITY”, and BOBBY JACKSON, 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, to wit: Computer services; 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 provide to the CITY services consisting of Bjaxx.net, and will be responsible for all day-to-day administration for the CITY. These services shall include: Setup and maintenance of Internet, Wide Area Network, help desk and IT support, user account administration, operating system and application help, purchasing/building of new PC's, upgrading/replacing hardware such as RAM, video cards, etc. The services will *also* include project work, such as server related installations, business application installations, or other work considered project related by the parties. The services will also include any other tasks which the parties may agree upon, including but not limited to the following: (1) Develop a list of “Tier 1” applications that are mission critical with the consultation of department heads; (2) Develop an Infrastructure Assessment for Disaster Recovery Readiness (Co-Location Fallover); and (3) Develop Disaster Recovery Playbook that could be used by an other provider in the event that SERVICE PROVIDER was unavailable during a network failure. The SERVICE PROVIDER will not be responsible for any failure which is due to the lack of Disaster Recovery Solutions.

2. COMPENSATION AND METHOD OF PAYMENT.

A. The CITY shall pay compensation to the SERVICE PROVIDER in the amount of \$2,650.00 per month. The CITY is entitled to deduct any applicable deductions and remittances as required by law.

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 Finance Department 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.

3. REPORTS AND CONFIDENTIALITY.

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. In addition, the SERVICE PROVIDER will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information which the SERVICE PROVIDER obtains from the CITY.

4 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.

5. 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 under this agreement. The SERVICE PROVIDER may however employ that (those) individuals on other non-CITY related projects.

6. 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.

7. 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 written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.

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 or policies, 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.

8. 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 in Section 1, Scope of Services, above.
- b. All digital files including spreadsheets, word processed documents, graphics, etc.
- c. All map and engineering drawing files, etc. including their digital form.
- d. Photographs, videotapes, etc.

Upon the expiration or termination of this Agreement, the SERVICES PROVIDER shall return to the CITY any and all property, documentation, records, or confidential information which is the property of the CITY

9. 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. Photographs, videotapes, etc.

10. 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 obtain a City of Hoquiam business license, and to pay any applicable business and occupational (B&O) taxes which may be due on account of this Agreement.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. PROHIBITED INTEREST.

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

17. TERM OF AGREEMENT.

_____The term of this Agreement shall be one (1) year, beginning on July 1, 2016.

18. TERMINATION.

A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by at least sixty (60) days written notice to the other party. The SERVICE PROVIDER shall be paid its costs, including contract close-out costs, and fees for work performed, 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 to 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. WAIVER

The waiver by either party of a breach, default, delay or omission by the other of any of the provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions.

24. 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.

609 Eighth Street
Hoquiam, WA 98550

CITY: CITY OF HOQUIAM

Mayor Jasmine Dickhoff

SERVICE PROVIDER: BOBBY JACKSON
1200 E. Cedar Place
Chandler, AZ 85249

BOBBY JACKSON

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the CITY OF HOQUIAM, a municipal corporation of the State of Washington, hereinafter referred to as "HOQUIAM," and the CITY OF ABERDEEN, a municipal corporation of the State of Washington, hereinafter referred to as the "ABERDEEN."

WHEREAS, HOQUIAM and ABERDEEN both own and operate waste water treatment facilities; and

WHEREAS, from time to time HOQUIAM and ABERDEEN each have a need to remove sewage sludge from their facilities for maintenance purposes;

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

1. ABERDEEN shall be authorized to dispose of approximately 350,000 gallons of sewage sludge into the sewage lagoon at HOQUIAM'S waste water treatment facility located on Moon Island, during the months of June and July, 2016.
2. In consideration for the above, HOQUIAM shall have the option of either disposing of a like quantity of its sewage sludge at ABERDEEN'S waste water treatment facility at no cost, or to receive the amount of \$4,200.00 from ABERDEEN in payment for the disposal of its sewage sludge.
3. HOQUIAM shall notify ABERDEEN of its decision as to which option it chooses no later than July 1, 2017.
4. **COMPLIANCE WITH LAWS AND REGULATIONS.** Each party shall comply with all applicable City, County, State and Federal rules, regulations, laws, orders and directives pertaining to the transportation and dumping of sewage sludge, including all safety and environmental rules, regulations, laws, orders and directives (including those pertaining to hazardous materials), now in existence or hereinafter promulgated, adopted, or enacted.
5. **ENTIRE AGREEMENT.** The parties agree that this Interlocal Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____, 2016.

CITY OF HOQUIAM

CITY OF ABERDEEN

JASMINE DICKHOFF, Mayor

ERIC LARSON, Mayor

ATTEST:

ATTEST:

MIKE FOLKERS, Finance Director

_____, Finance Director