



## CITY COUNCIL AGENDA

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October 12, 2020

7:00 p.m.

1. **COMMUNICATIONS**
  - a. HDR – Utility Rate Presentation
  - b. Public Revenue Hearing
  - c. Matt Miller – Assistant Fire Chief
2. **PUBLIC COMMENT:** For public comment please email them to [twood@cityofhoquiam.com](mailto:twood@cityofhoquiam.com) by Monday, October 12, 2020 at 10:00 AM.
3. **CONSENT AGENDA**
  - a. Council Minutes of September 28, 2020
  - b. Tacoma Community College Affiliation Agreement
4. **COUNCIL ACTION/DISCUSSION**
  - a. **COMMITTEE REPORTS**
  - b. **OFFICER REPORTS**
  - c. **MAYORS REPORTS**
  - d. **COUNCIL REPORTS**
5. **LEGAL BUSINESS**
  - a. **ORDINANCES**
  - b. **RESOLUTIONS**
    1. Surplus Property – Fire Hose
  - c. **OTHER LEGAL**
    1. Contract Amendment – HDR – Moon Island Road Beach Cleanup Project
    2. DAHP – Inventory of Historic Homes & Report from Historic Preservation Commission
6. **OLD BUSINESS**
7. **NEW BUSINESS**
8. **SECOND PUBLIC COMMENT**
9. **EXECUTIVE SESSION**
10. **ADJOURN**

**Regulatory Meeting at 6:15 PM** – *attendance only permitted via remote live stream* – this meeting will be live streaming at <https://us02web.zoom.us/j/87152362900>.

**Council Meeting at 7:00 PM** – *attendance only permitted via remote live stream* – this meeting will be live streaming at, this meeting will be recorded <https://us02web.zoom.us/j/84779789758>.



**CITY OF HOQUIAM  
Council Meeting Minutes**

**September 28, 2020**

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**CALL TO ORDER**

Mayor Winkelman called the meeting to order at 7:01 p.m. Council Secretary Tracy Wood led the flag salute.

**ROLL CALL**

Those in attendance were Mayor Winkelman and Councilmembers Anderson, Carlstrom, Dick, George, Grun, Hinchin, McMillan, Nelson, Puvogel and Reid. Absent from the meeting was Councilmember Pellegrini.

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

**COMMUNICATIONS**

Greater Grays Harbor Inc.

Lynette Buffington and Grant Jones from Greater Grays Harbor Inc. were in attendance at the meeting. Ms. Buffington made a presentation to the council on their accomplishments over the past year. GGHI has They have also been in contact with six businesses on relocating to the Harbor. They have included COVID information on their website and also have tourism information, development information, an on-line directory and promotion of local businesses. They have recently offered a 3 month waiver on dues for their members. Mayor Winkelman thanked them for what they have been doing. A discussion followed wherein GGHI answered questions for the council regarding attracting businesses and housing

**CONSENT AGENDA**

Councilmember Grun moved for the adoption of consent agenda items a and b as presented and his motion was seconded. Those items appearing on the consent agenda were as follows:

- The City Council Minutes of September 14, 2020;
- The Regulatory Committee Report recommending approval and payment of claim check numbers 94553 through 94741 in the amount of \$648,039.41; claim auto pays and EFT number 395 in the amount of \$18,622.66; payroll check numbers 29580 through 29612 in the amount of \$191,957.25; payroll ACH and EFT's in the amount of \$398,080.54 and \$211,167.97 respectively; and that payroll and benefits for the month of September 2020 be approved and issued at the proper time.

The motion for approval passed by voice vote.

**OFFICER REPORTS**

Olympic Stadium Grant

City Administrator Shay announced that the City has received a



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\$900,000 Grant for Olympic Stadium through the Department of Commerce. He thanked Tracy who put this grant together and stated that it was a very competitive process. This grant will be used for siding/painting and some work on the grandstands.. We hope to hear something on Friday about RCO grant which was also submitted which will be used for field improvements and other renovations. It was for \$350,000.

**MAYOR REPORTS**

**PUD Fiber**

Mayor Winkelman stated that the installation of the PUD fiber to the Stadium is complete and runs to the press boxes; the school district received a grant for cameras for livestreaming and they will be installed in the near future.

The City submitted an Urban Community Forest Grant Application; the City has looked at several properties in the past – such as the Sundquist family trust property, properties owned by ITT Rainier, etc.

Mayor Winkelman reminded the Council and citizens that the Simpson Avenue bridge will be closed overnight for expansion repairs.

National Night out was postponed from August to October this year but it has now has been cancelled for this year. Today is National Good Neighbor Day so take some time and go meet your neighbors or do something nice for them.

The Great Shake Out drill is October 15<sup>th</sup>. The City will not be mobilizing this year, but it is a good time for citizens, businesses and families to consider emergency and evacuation plans.

Election day is coming up soon and he would like to encourage everyone to vote. The Hoquiam Fire Engine replacement will be on the ballot.

He and Staff are continuing to work on the budget, they are making progress but we are dealing with a difficult budget. Hoping to have a balanced budget to the council soon for their review.

**COUNCIL REPORTS**

**Hoquiam Business  
Association**

Councilmember Carlstrom reported that HBA is going to proceed with downtown trick or treating. Social distancing rules will apply and businesses will sign up to hand out candy between 1:00 to 3:00 p.m. on the 31<sup>st</sup>. There will be a movie at



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the 7<sup>th</sup> St. Theatre at 7:30 that evening.

ADA Accessible Boat  
Launch

Councilmember Carlstrom is also trying to obtain a video to share with the council regarding an ADA accessible boat launch for Kayaks. She is waiting to hear back from the company and will provide the information to the council when she receives it.

RFA Meeting

Councilmember McMillan stated that they are still the RFA I continuing to meet and moving at a good pace.

Yard of the Month

Councilmember McMillan reminded the council to keep the staff informed of their Yard of the Month recipients. Councilmember Anderson stated that while they are picking their yard of the month, you could also keep track of some yards that might need some work.

**LEGAL BUSINESS**

**Resolutions**

Designating Authorized  
Representative – Community  
Forest Grant

A Resolution authorizing Mr. Shay to act as the authorized representative/agent on behalf of the City of Hoquiam and to legally bind our organizations with respect to the Community Forest Grant Application. Councilmember McMillan moved for the approval of the Resolution and his motion was seconded. Following a brief discussion, the motion to approve passed by voice vote.

**OTHER LEGAL**

Public Consulting Group

A renewal/extension to the Public Consulting Group contract between the City of Hoquiam Fire Department and the Public Consulting Group. Ms. Schmid stated that this will extend the current GEMT contract through June 30, 2023. They have been doing a great job and the City has been using them for the past 3 years. Councilmember McMillan moved to approve the contract extension and his motion was seconded and passed by voice vote.

Business Licensing Services  
Agreement

An Agreement between the Department of Revenue and the City of Hoquiam. Councilmember McMillan moved to authorize the Mayor to sign the agreement and his motion was seconded. Ms. Schmid explained that we passed the Business License Ordinance at the last meeting and this agreement allows the City to start working towards a transition for DOR to handle the business licenses. This will not be at a cost to the city. The motion passed by voice vote.

**OLD BUSINESS**

Ward 3 Vacancy

Ms. Wood reported that although we did receive three letters of interest, two did not qualify as they had not lived in Hoquiam



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for the required year, and the other person who inquired did not live in the correct Ward. We have 90 days to fill the position and will re-advertise it for another 30 days.

**Planting in Parking Strips**

Councilmember Anderson stated that the public utilities met and felt that the Urban Forestry Board should look at this. She moved to refer it to their board and her motion was seconded. Councilmember McMillan stated that the yards in our city are large and he doesn't believe this makes any sense. He will be voting no. Let the motion die. Councilmember Puvogel stated that this had come from a citizen inquiry. The motion to refer passed by voice vote.

**Stadium Repairs**

Councilmember McMillan asked if there was a list of the repairs/renovations that we plan to do at the stadium. Mr. Shay stated that we have a list from the architect of the recommended renovations.

**Excuse Absent Members**

Councilmember McMillan moved to excuse the absent member and his motion was seconded and passed by voice vote.

**ADJOURN**

Councilmember McMillan moved to adjourn the meeting at 8:02 p.m. His motion was seconded and passed by voice vote.

\_\_\_\_\_  
BEN WINKELMAN – Mayor

\_\_\_\_\_  
TRACY WOOD – Council Secretary

## **AFFILIATION AGREEMENT**

This Agreement is made and entered into between **Tacoma Community College (“School”)**, located at 6501 S. 19<sup>th</sup> St, Tacoma, Washington, 98466 and **Hoquiam Fire Department (“Company”)**, located at 625 8<sup>th</sup> St., Hoquiam, WA 98550. The purpose of this Agreement is for Company, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students. In consideration of the mutual covenants and agreements contained herein, School and Company agree as follows:

### **I. GENERAL PROVISIONS**

A. School and Company agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Company to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program;
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education;
- Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Company will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Company will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Company.

D. There will be no payment of charges or fees between School and Company.

E. There will be no discrimination against any program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharge veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

## **II. SCHOOL'S RESPONSIBILITIES**

A. School will provide information to Company concerning its curriculum and the professional and academic credentials of its faculty for the students at Company. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Company. School will be responsible for instruction and administration of the students' academic education program. School will notify Company in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Company clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Company as set forth in this Agreement, prior to the arrival of students. School will notify Company in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Company regarding student status concerning the above requirements.

E. School will assign to Company only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of

completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Company to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Company. Before the start of training, School will provide Company with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Company. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Company, Company may conduct the background inquiry directly and the Company may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Company understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Company.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Company. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Company as identified in section V. C. below prior to being admitted to the Company.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **III. COMPANY'S RESPONSIBILITIES**

A. Company will provide students with a desirable clinical education experience within the scope of health care services provided by Company. Company will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Company will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Company will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.



B. Company will provide students with access to sources of information necessary for the education program, within Company's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Company will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Company will make available office and conference space for students and, if applicable, School faculty.

D. Company will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Company retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Company will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Company's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Company provides for School; however, Company reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Company will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Company will have no obligation to furnish medical or surgical care to any student.

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

A. Students will have the status of learners and will not replace Company personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Company during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Company.

D. Students assigned to Company will be and will remain students of School, and will in no sense be considered employees of Company. Company does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Company, nor will Company otherwise have any monetary obligation to School or its students by virtue of this Agreement.

## **V. LIABILITY COVERAGE PROVISIONS**

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the Company, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working in the Company.

D. Company maintains professional liability insurance coverage with \_\_\_\_\_ **[insurance company]**. Through that coverage, Company provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

## **VI. TERM**

A. This Agreement shall be effective as of the Effective Date for a term of three (3) years ("Initial Term"), and shall renew every three years commencing from the last date shown below; PROVIDED THAT the parties review this Agreement and memorialize their intent to renew the Agreement for a subsequent three year period – **such renewal being memorialized prior to the expiration of the current three year term.** There shall be a maximum of two renewal periods. The Initial Term and any

Renewal Term will be collectively referred to herein as "Term". School and Company will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom Company can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

## **VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

A. School certifies that it has trained each student it sends to Company in universal precautions and transmission of blood-borne pathogens, and that it will send to Company only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Company. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Company will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Company, Company agrees to provide the following services:

- Being seen by Company's employee health service and/or emergency department as soon as possible after the injury.
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Company in the usual manner to the extent possible.

## **VIII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Company, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:  
Tacoma Community College  
Attn: Marissa Schlesinger or designee  
6501 S. 19<sup>th</sup> St.  
Tacoma, WA 98466
- (b) To Company:  
Hoquiam Fire Department  
625 8<sup>th</sup> St.  
Hoquiam, WA 98550

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Company expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said

provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Company will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Company will provide additional training on Company's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Company. No protected healthcare information (PHI) is anticipated to be exchanged between Company and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Company's PHI, students acting pursuant to this Agreement are defined as members of Company's workforce. However, School's students and faculty shall not be considered to be employees of Company.

H. FERPA. The Parties agree to protect the participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this AGREEMENT but shall not disclose or share education records with any third party.

### **Tacoma Community College**

By \_\_\_\_\_  
Krista Fox (date)  
Dean for Health, Business, and Professional Services Division

By \_\_\_\_\_  
Marissa Schlesinger (date)  
Provost and Vice-President for Academic Affairs

**Hoquiam Fire Department**

By \_\_\_\_\_  
Tom Hubbard (date)  
Fire Chief

FIRST THREE-YEAR RENEWAL

SCHOOL

COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SECOND THREE YEAR RENEWAL

SCHOOL

COMPANY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESOLUTION NO. 2020 – \_\_\_\_**

**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 Fire Department has in its possession several lengths of fire hose, which the department has determined have failed or should be retired and are not material to nor needed in the operation of the department or the City of Hoquiam and should be discarded.

**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 following lengths of 1.75” fire hose in possession of the Hoquiam Fire Department are hereby declared to be surplus items which are not material to nor needed in the operation of the City of Hoquiam:

2000-8  
2000-9  
2000-10  
2000-11  
2000-13  
2004-02  
2004-07  
2011-01

**SECTION 2.** The following lengths of 2.5” fire hose in possession of the Hoquiam Fire Department are hereby declared to be surplus items which are not material to nor needed in the operation of the City of Hoquiam:

2000-1  
2000-3  
2000-4  
2000-5  
2000-11  
2004-01  
2004-02  
2004-03  
2004-07  
2004-09  
2004-10

**SECTION 3.** The following lengths of 5” fire hose in possession of the Hoquiam Fire

Department are hereby declared to be surplus items which are not material to nor needed in the operation of the City of Hoquiam:

2006-30

2007-11

2008-10

**SECTION 4.** The lengths of fire hose listed in Sections 1, 2, and 3, above, shall be discarded.

**ADOPTED** by the Mayor and City Council on October 12, 2020.

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BEN WINKELMAN – Mayor

**ATTEST:**

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CORRINE SCHMID – Finance Director



AMENDMENT 1 TO SUBCONSULTANT AGREEMENT

Moon Island Road Feasibility, Design, and Permitting

THIS AMENDMENT TO SUBCONSULTANT AGREEMENT is made by and between City of Hoquiam (“SUBCONSULTANT”) and HDR Engineering, Inc. (“ENGINEER”).

WHEREAS, SUBCONSULTANT and ENGINEER entered into a Subconsultant Agreement dated November 27<sup>th</sup>, 2018; and

WHEREAS, SUBCONSULTANT and ENGINEER wish to amend the Subconsultant Agreement as contained herein.

SUBCONSULTANT and ENGINEER hereby agree as follows:

- 1.1 All terms, conditions and other provisions contained in the Subconsultant Agreement are hereby reaffirmed and incorporated herein.
- 1.2 Exhibit A-1 to the Subconsultant Agreement, Description of Subconsultant’s Services, is hereby amended as follows:

See Exhibit A-1

- 1.3 Exhibit A-2 to the Subconsultant Agreement, Basis of Compensation, is hereby amended as follows:

The Not-To-Exceed amount is increased by \$10,000.00 for a new authorized total of \$178,810.00

- 1.4 Except as modified herein, the Subconsultant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Subconsultant Agreement and accept all terms and conditions this day of September, 2020.

“SUBCONSULTANT”

“ENGINEER”

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_



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# EXHIBIT A

**Amendment No 1.**  
**City of Hoquiam**  
**Moon Island Road**  
***Services During Construction***



Prepared by:

**HDR Engineering, Inc.**  
905 Plum Street SE, Town Square 3 Suite 200  
Olympia, Washington 98501

September 2020

## Exhibit A-1

### Scope of Services

#### Project Overview

The City of Hoquiam (City) selected HDR to conduct a feasibility analysis for the removal of both riprap and rubble for approximately 500 linear feet of shoreline parallel to Moon Island Road near the City's wastewater treatment plant in Hoquiam, WA. The shoreline is armored with riprap and filled with chunks of concrete that splash into the mudflats during tide changes and storm events. These characteristics of the shoreline do not provide a natural setting suitable for quality habitat or roadway protection.

This project was separated into three total stages; 1) Conduct a feasibility analysis for the removal of the riprap and rubble along the shoreline and evaluate alternatives for relocating Moon Island Road. 2) Implement the riprap and removal from the shoreline by a contractor to restore the shoreline to a natural condition providing accessibility and improving habitat. 3) Not included in this scope of services is to prepare contract documents to relocate Moon Island Road away from the shoreline. Phases 1 and 2 have now been completed.

Addendum No. 1 includes scope and budget to provide services to assist the City with support during bidding and services during construction.

#### Task 700 – Services during Construction

**Objective:** The purpose of this task is to provide assistance during the bidding phase of the project along with services during construction for the removal of riprap from the shoreline along Moon Island Road.

##### ***HDR Responsibilities:***

- 1) Receive and respond to technical questions received from the City. Provided written responses to the City.
- 2) Assist the City to evaluate bids received to determine responsiveness and make a Recommendation of Award to City of Hoquiam.
- 3) Provide the City with data and information to prepare Addendum that address bidder questions to the Bidding Documents.
- 4) Coordination with Tierra Right of Way.
  - a. Review DRAFT Excavation Monitoring Reports that are required to be developed per the Inadvertent Discovery Plan (IDP). Tierra to prepare the monitoring reports.
- 5) Conduct Pre-Construction Conference with the City and the Contractor.
- 6) Review and provide comment on Contractor's Technical Submittals. HDR will review and respond to RFIs and Submittals.
  - a. Request for Information (RFI's) – Provide responses to questions by the Contractor on the drawings, specifications, or other Contract Documents.
  - b. Review and respond to shop drawing submittals for conformance to the design intent of the Project and for compliance with the information given in the Contract Documents.
- 7) Review change orders negotiated by the City.
- 8) Attend Construction Meetings for up to one (1) hour each.
- 9) Review Monthly Pay Requests.

10) Prepare Substantial and Final Completion for closeout.

**City Responsibilities:**

- 1) Execute the project bid activities including, but not limited to, Bid Advertisement, production, and distribution of bid packages.
- 2) Conduct Bid Opening and prepare Bid Tabulation.
- 3) Issue Addenda.
- 4) Distribute responses to technical questions posed by Contractor and answered by Consultant.
- 5) Attend Pre-Construction Conference.
- 6) Process Monthly Progress Payment Requests.
- 7) Distribute Change Orders to Contractor

**Assumptions:**

- 1) Bidding Period is four (4) weeks in duration.
- 2) No Pre-Bid Conference will be held.
- 3) A maximum of two (2) technical questions may be posed and each question may require a maximum of two (2) hours to prepare a response.
- 4) There will be a maximum of one (1) Addenda and we have budgeted a maximum of six (6) hours to complete.
- 5) The duration of Construction is assumed to be two months from Notice to Proceed.
- 6) The Pre-Construction Conference will be a maximum of six (6) hours in duration including travel, meeting notes, and include one (1) Consultant staff.
- 7) Number of technical submittals as assumed stated below by category
  - a. RFI's (2 Total, assumes 2 hours for review and response per RFI)
  - b. Shop Drawing Submittals (4 Total; 3 initial and 1 resubmittal at two hours per submittal and 1 hour per resubmittal to review and respond)
- 8) Shop Drawing submittals and resubmittals shall be returned within three (3) weeks from receipt and are assumed to be received and responded to in (PDF) format.
- 9) Construction meeting attendance, via conference call, is based on a total of two (2) construction meetings at one (1) hour each in duration and will include one (1) Consultant staff.
- 10) There will be one (1) Change Order. No full sized drawings are expected to be required. Each change order is assumed to take eight (8) hours to complete and submit to the City.
- 11) There will be a total of two monthly pay requests required to be reviewed and approved.

**Deliverables:**

- 1) Responses to technical questions (pdf, via email).
- 2) Data and information for Addenda (electronic files using HDR form templates, via email).
- 3) Review Monitoring Reports provided by Tierra. (pdf, via email)
- 4) Recommendation of Award letter (electronic file using City form templates, via email).
- 5) Pre-Construction Conference Agenda, Draft/Final Notes with comments incorporated (pdf, via email).
- 6) RFIs, Submittals, and resubmittals with edited pages (pdf, via email).



7) Comments on Change Orders negotiated by the City. (pdf, via email).

## Exhibit A-2

### Compensation

The estimated fee to complete the professional services identified in this Scope of Services is offered on a **time-and-materials, not-to-exceed basis**. Following are estimated professional services costs for the tasks provided in this scope of services. The following table is provided only to show the City an approximate breakdown of estimated costs.

Task	Estimated Task Cost
Task 700 – Services during Construction	\$10,000.00
<b>Total</b>	<b>\$10,000.00</b>

Notes:

(1) *Direct Expenses are included in the estimated task costs, and may include mileage, reproduction, lodging, meals, phone, and postage.*



**CERTIFIED LOCAL GOVERNMENT  
FY2021 GRANT**

**HOQUIAM HISTORIC PRESERVATION COMMISSION**

In April 2020, the City of Hoquiam applied for a CLG grant for \$11,000 from the State of Washington State Department of Historic Preservation (DAHP).

The award was granted to conduct a reconnaissance level survey of approximately 110 homes located in west Hoquiam. The six block area primarily includes single family dwellings that range in stature from very modern to quite elaborate. The area is bordered to the east by Garfield Avenue, the South by Emerson Avenue, the West by Fillmore and North Chenault Avenue. This survey is in addition to the inventory completed for Karr's Hill in July 2019.

DAHP is preparing the contract and the start date for contracts will begin December 1. There is no bid requirement for contracts less than \$30,000. The City is allowed to use the contractor of choice without soliciting bids.

Northwest Vernacular from Port Orchard was the consultant for the previous survey and have expressed their desire to be selected for this survey as well.