

**NOTICE OF PUBLIC HEARING  
AUGUST 9, 2021  
7:30 PM  
FORKS CITY COUNCIL  
CITY COUNCIL CHAMBERS  
500 EAST DIVISION STREET**

Notice is hereby given that on August 9, 2021 at 7:30 p.m. the Forks City Council will conduct a public hearing to obtain input regarding the proposed six year Transportation Improvement Plan. The plan, covering 2022 – 2027, is used by local, state and federal governments to prioritize and fund transportation projects.

Written comments will be accepted up until 5:00 p.m. on August 9, 2021. Please address all comments to the Forks City Council. If you have any questions regarding the Transportation Improvement Plan, or would like to obtain a copy of the plan, please contact Paul Hampton at 360 374-5412. The plan is also available at [www.forkswashington.org](http://www.forkswashington.org).

City of Forks  
Council Meeting Minutes Regular Session  
City Council Chambers  
July 26, 2021 7:30 p.m.

**PLEDGE OF ALLEGIANCE, AND CALL TO ORDER**

Mayor Fletcher led the Pledge of Allegiance, then called the meeting to order at 7:30 p.m.

**ROLL CALL**

Present in-person: Council Members Gilstrap, Gingell, Soha, Hillcar, Weissenfels, and Mayor Fletcher, Clerk/Treasurer Grafstrom, Attorney/Planner Fleck, and Public Works Director Hampton. Absent: Police Chief Rowley.

**MODIFICATIONS/APPROVAL OF AGENDA**

**Motion** to approve the agenda as presented by Gingell, second Gilstrap, motion carried.

**PUBLIC COMMENT**

Lissy Andros, Chamber of Commerce Executive Director reported record numbers of visitors to the Visitor Center. There were 505 at the Visitor Center on Saturday, which is a record, and the Forever Twilight Collection is hosting 175 to 200 people every day it has been open. The Collection hours have been extended in an effort to reduce the line to get in. Visitors are a combination of Twilight fans and those coming to our area for the Park and other outdoor recreation venues and activities.

**ACTION ITEMS**

**1. Motion** to approve minutes of the Regular Meeting held July 12, 2021 by Gingell, second Soha, motion carried.

**2. Motion** to approve payroll checks numbered 39668 through 39681 for \$72,230.63, and claim checks numbered 39682 through 39714 and EFTs as included in the total amount of \$57,481.29 by Soha, second Weissenfels, motion carried.

**3. June 2021 Treasurer's Report**

**Motion** to approve the June 2021 Treasurer's Report by Soha, second Gilstrap, motion carried.

**4. Set Public Hearing Date for 2022 to 2027 Six-Year Street Plan**

**Motion** to set a public hearing on the 2022 to 2027 Six-Year Street Plan for August 9, 2021 by Hillcar, second Weissenfels, motion carried.

**DISCUSSION ITEMS**

**1. Shoreline Master Plan Adoption Status**

Attorney/Planner Fleck explained that Clallam County had adopted its proposed Shoreline Master Plan (SMP) with the revisions suggested by the Department of Ecology. The City is now able to adopt their Plan as its own. August 23 has been selected as the date the ordinance adopting the County's Plan will be presented to Council. Once the ordinance is adopted, work with Clallam County on the memorandum of understanding for implementation will begin.

## **2. Water System Late-Comer's Agreement**

Attorney/Planner Fleck said that Cody and Jessi Wilson had paid the City to extend a water main to property they purchased off of Palmer Road. The Wilsons have requested a late-comers' agreement that would require anyone who later connected to that extension to pay a pro-rated portion of the cost of the main extension. Council will be asked to approve and authorize this late-comers' agreement at the next meeting.

## **3. 2022–2027 Capital Improvement Plan**

Attorney/Planner Fleck introduced the latest draft of the 2022-2027 Capital Improvement Plan. There have been some small changes. A public hearing and adoption of this latest draft are presumed for the August 23 meeting.

## **4. Council Member Reports**

**Council Member Soha** attended Quileute Days where he spoke informally with some of the Tribal Council members. Everyone seemed excited for La Push to be open again. He has also fielded some positive feedback regarding the new sidewalks at the post office.

**Council Member Hillcar** said he took advantage of the new Allen Courts to play his first game of pickleball in 30 years. He did some research and found that pickleball is now a very global sport and he foresees the addition of more courts at Tillicum Park in the future. He is pleased to see that the courts are being well used, but did report that the gates need stops. The hinges are already showing signs of damage.

Prompted by the US 101 Elwha River Bridge Replacement Environmental Assessment included in the packet for Council's information, he expressed his frustration with the State for not demanding that the National Park Service pay some sort of restitution for having basically destroyed a fully functioning Elwha bridge when they made the decision to remove dams causing hydraulic conditions for which the bridge was not built.

## **5. Staff Reports**

**Clerk/Treasurer Grafstrom** said there are some issues with the basketball courts at Allen Courts that the City has been trying to clear up with the contractor. There are problems with positioning, alignment, and/or the height of the basketball hoops, and striping on all of the courts is less than optimal. These deficiencies have been brought to the contractor's attention, but the proposal they submitted to resolve the issues was not accepted by the City or the Lloyd Allen Charitable Trust. There will be a meeting tomorrow between Clerk/Treasurer Grafstrom, Public Works Director Hampton, Devin Jackson, the engineer, and a representative from the Lloyd Allen Charitable Trust to come up with a counter proposal. She also reported that there has been a significant change in the amount of asphalt needed to patch A Street as part of the Spartan to Blackberry Sidewalk Project.

Due to the amount of CARES money received in 2020, we are subject to another audit that has already begun. The audit is being done remotely. She also directed Council to the second quarter jail report in their packets.

**Public Works Director Hampton** said that paving for the sidewalk project should be happening on Friday, and the railings should be installed soon.

**Attorney/Planner Fleck** reported having been busy closing out the SMP grant, discussing DNR litigation with other litigants, and dealing with the SMP itself. He also pulled the City float in the Quileute Days parade.

#### **6. Mayor's Report**

Mayor Fletcher also attended Quileute Days and participated in the parade with his grandchildren. He said that he hopes our state will find a better way than chip sealing to resurface its highways as this process causes very unsafe conditions, especially for motorcycles.

#### **7. ADJOURNMENT**

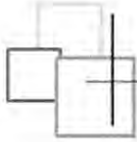
**Motion** to adjourn by Hillcar, second Gingell, motion carried. Meeting adjourned at 8:18 p.m.

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Tim Fletcher, Mayor

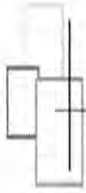
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Audrey Grafstrom, Clerk/Treasurer



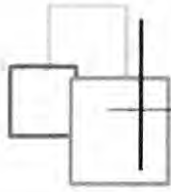
## Register

Number	Name	Fiscal Description	Cleared	Amount
<u>39715</u>	AFLAC Remittance Processing	2021 - August - First Council Date		\$147.69
<u>39716</u>	AWC Employee Benefit Trust	2021 - August - First Council Date		\$42,946.94
<u>39717</u>	AWC Life Ins - Supplemental	2021 - August - First Council Date		\$20.00
<u>39718</u>	City of Forks	2021 - August - First Council Date		\$247.00
<u>39719</u>	Department of Employment Security	2021 - August - First Council Date		\$117.02
<u>39720</u>	Dept of Labor & Industry	2021 - August - First Council Date		\$3,790.44
<u>39721</u>	Dept of Retirement - Def Comp	2021 - August - First Council Date		\$350.00
<u>39722</u>	Dept of Retirement Systems-LEOFF	2021 - August - First Council Date		\$1,977.27
<u>39723</u>	Dept of Retirement Systems-PERS 2	2021 - August - First Council Date		\$4,450.29
<u>39724</u>	Dept of Retirement Systems-PERS 3	2021 - August - First Council Date		\$840.01
<u>39725</u>	Dept of Retirement Systems-PSERS	2021 - August - First Council Date		\$1,698.80
<u>39726</u>	EFTPS	2021 - August - First Council Date		\$13,524.01
<u>39727</u>	Employment Security Dept - PFML	2021 - August - First Council Date		\$148.21
<u>39728</u>	HRA Veba Trust	2021 - August - First Council Date		\$364.15
<u>39729</u>	Northwest Administrators	2021 - August - First Council Date		\$2,956.90
<u>39730</u>	Teamsters Local 589	2021 - August - First Council Date		\$181.00
<u>39731</u>	United Way	2021 - August - First Council Date		\$68.00
<u>Direct Deposit Run - 8/2/2021</u>	Payroll Vendor	2021 - August - First Council Date		\$43,494.20
				<b>\$117,321.93</b>



## Direct Deposit Activity

Name	Amount
<b>Direct Deposit Run - 8/2/2021</b>	
Clark, Holly L	\$1,255.44
Cowles, Joseph L.	\$1,433.68
Cruz Jr., Daniel	\$1,667.88
Davis, Nerissa L	\$1,000.00
Davis, Nerissa L	\$794.80
Dias, Nicholas K.	\$1,487.60
Duncan, Colton W.G.	\$977.36
Fleck, William R.	\$2,185.06
Fleck, William R.	\$100.00
Gaydeski, Joseph D	\$1,737.02
Gaydeski, Steven G	\$1,485.83
Gonzalez Jr., Oscar	\$1,093.88
Grafstrom, Audrey J	\$2,329.37
Hampton, Clyde P.	\$2,130.82
Hirsch, Michael G	\$1,418.64
Johansen, Ryan S.	\$1,734.03
Leask, Brandon M	\$1,836.21
Manuel, Izaak J.	\$1,377.10
Ponton, Donald L	\$4,553.46
Prose, Lex B.	\$2,425.51
Rowley, Michael D	\$2,372.12
Salazar, James A	\$2,925.50
Simons, Ginger M.	\$1,241.71
Thompson, Ann K.	\$1,146.72
Wahlgren, Danny J.	\$1,995.69
Weissenfels, Kimberly C	\$788.77
	\$43,494.20
	<b>\$43,494.20</b>



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2021 - August - First Council Date

Fund Number	Description	Amount
001	General Fund	\$58,806.57
101	Street	\$10,120.89
150	Transit Center Fund	\$706.27
400	Water	\$32,022.88
402	Sewer	\$9,674.61
410	Airport/Industrial Park	\$5,990.71
	<b>Count: 6</b>	<b>\$117,321.93</b>

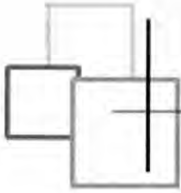
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Forks, and that I am authorized to authenticate and certify to said claim.

Signed: \_\_\_\_\_  
Title: Accounting Technician

Audited and ordered paid by Forks City Council:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Committee



# Voucher Directory

Fiscal : 2021 - August

Council Date: : 2021 - August - First Council Date

Vendor	Number	Reference	Account Number	Description	Amount
<b>Bogachiel Clinic</b>					
	<b>39732</b>			<b>2021 - August - First Council Date</b>	
		<b>2211750434CL</b>			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$94.19
		<b>Total 2211750434CL</b>			<b>\$94.19</b>
		<b>2211880031CL</b>			
			<b>Pre Employment</b>		
			001-000-000-523-61-41-00	Professional Services	\$154.00
		<b>Total 2211880031CL</b>			<b>\$154.00</b>
	<b>Total 39732</b>				<b>\$248.19</b>
<b>Total Bogachiel Clinic</b>					<b>\$248.19</b>
<b>C C District Court II</b>					
	<b>39733</b>			<b>2021 - August - First Council Date</b>	
		<b>082021/CCDC2</b>			
			<b>Cases Filed</b>		
			001-000-000-512-50-41-02	Cases Filed	\$456.00
		<b>Total 082021/CCDC2</b>			<b>\$456.00</b>
	<b>Total 39733</b>				<b>\$456.00</b>
<b>Total C C District Court II</b>					<b>\$456.00</b>

**Carradine, Tim**

**39734**

**2021 - August - First Council Date**



Vendor	Number	Reference	Account Number	Description	Amount
		<b>5319</b>			
			<b>IT Support</b>		
			001-000-000-514-23-48-02	Computer Repair	\$54.20
			001-000-000-521-20-48-28	Computer Repair	\$117.43
			001-000-000-523-61-48-17	Computer Repair	\$105.37
			101-000-000-542-31-48-41	Computer Repair	\$42.15
			140-000-000-557-30-49-02	Fourth Of July	\$97.65
			150-000-000-547-50-41-00	Professional Services	\$249.54
			400-000-000-534-80-41-00	Professional Services	\$113.93
			400-000-000-534-80-48-41	Computer Repair	\$186.68
			402-000-000-535-80-41-00	Professional Services	\$97.65
			402-000-000-535-80-48-01	Computer Repair	\$54.20
			410-000-000-546-10-41-00	Professional Services	\$42.15
		<b>Total 5319</b>			<b>\$1,160.95</b>
		<b>5320</b>			
			<b>IT Support</b>		
			001-000-000-521-20-48-28	Computer Repair	\$108.50
			001-000-000-521-20-48-28	Computer Repair	\$86.80
			001-000-000-523-61-48-17	Computer Repair	\$108.50
			001-000-000-523-61-48-17	Computer Repair	\$37.98
		<b>Total 5320</b>			<b>\$341.78</b>
	<b>Total 39734</b>				<b>\$1,502.73</b>
<b>Total Carradine, Tim</b>					<b>\$1,502.73</b>
<b>City of Forks - Water</b>					
	<b>39735</b>				
			<b>2021 - August - First Council Date</b>		
		<b>082021/Water</b>			
			<b>Water</b>		
			001-000-000-512-50-47-00	PUD Services	\$422.96
			001-000-000-514-23-47-01	Water	\$298.56
			001-000-000-521-20-47-01	Water	\$497.60
			001-000-000-523-61-47-01	Water	\$572.24
			001-000-000-523-61-47-01	Water	\$64.44
			001-000-000-554-31-47-00	Water	\$175.77

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-576-80-47-01	Water	\$90.15
			001-000-000-576-80-47-01	Water	\$420.75
			001-000-000-576-80-47-01	Water	\$33.64
			001-000-000-576-80-47-01	Water	\$1,382.90
			140-000-000-557-30-47-01	VIC/Museum Water	\$30.61
			150-000-000-547-50-47-00	Water	\$106.06
			400-000-000-534-80-47-01	Water	\$348.32
			402-000-000-535-80-47-01	Water	\$124.40
			402-000-000-535-80-47-01	Water	\$867.28
			410-000-000-552-10-47-01	Water	\$223.92
			410-000-000-552-50-47-01	Water	\$64.44
			410-000-000-575-50-47-01	Water	\$163.26
		<b>Total 082021/Water</b>			<b>\$5,887.30</b>
	<b>Total 39735</b>				<b>\$5,887.30</b>
<b>Total City of Forks - Water</b>					<b>\$5,887.30</b>
<b>City Of Port Angeles</b>					
	<b>39736</b>			<b>2021 - August - First Council Date</b>	
		<b>72389</b>			
			<b>3 QTR Pencom Dispatch</b>		
			001-000-000-521-20-42-13	911/Dispatch Service	\$11,350.00
		<b>Total 72389</b>			<b>\$11,350.00</b>
	<b>Total 39736</b>				<b>\$11,350.00</b>
<b>Total City Of Port Angeles</b>					<b>\$11,350.00</b>
<b>Clallam County Sheriff Dept.</b>					
	<b>39737</b>			<b>2021 - August - First Council Date</b>	
		<b>C21-029</b>			
			<b>Inmate Housing</b>		
			001-000-000-523-61-49-01	County Jail Expenses	\$1,412.70
		<b>Total C21-029</b>			<b>\$1,412.70</b>
	<b>Total 39737</b>				<b>\$1,412.70</b>
<b>Total Clallam County Sheriff Dept.</b>					<b>\$1,412.70</b>

Vendor	Number	Reference	Account Number	Description	Amount
Clallam Public Defender	39738			2021 - August - First Council Date	
		082021/Public Defender			
			Public Defender Services		
			001-000-000-512-50-41-00	Professional Services-Pub Def	\$2,833.33
		Total 082021/Public Defender			\$2,833.33
	Total 39738				\$2,833.33
Total Clallam Public Defender					\$2,833.33
Decker City Hardware Inc	39739			2021 - August - First Council Date	
		082021/CIT001			
			Supplies		
			001-000-000-576-80-31-00	Operating Supplies	\$10.39
			001-000-000-576-80-31-00	Operating Supplies	\$35.73
			001-000-000-576-80-31-00	Operating Supplies	\$29.28
			001-000-000-576-80-31-00	Operating Supplies	\$55.74
			001-000-000-576-80-31-00	Operating Supplies	\$22.55
			101-000-000-542-31-31-00	Operating Supplies	\$7.07
			101-000-000-542-31-31-00	Operating Supplies	\$7.45
			101-000-000-542-31-31-00	Operating Supplies	\$7.58
			400-000-000-534-80-31-00	Operating Supplies	\$6.82
			400-000-000-534-80-31-00	Operating Supplies	\$2.76
			400-000-000-534-80-31-00	Operating Supplies	\$52.07
			400-000-000-534-80-31-00	Operating Supplies	\$66.05
			400-000-000-534-80-31-00	Operating Supplies	\$5.14
			400-000-000-534-80-31-00	Operating Supplies	\$68.34
			400-000-000-534-80-31-00	Operating Supplies	\$10.68
			400-000-000-534-80-31-00	Operating Supplies	\$26.88
			400-000-000-534-80-31-00	Operating Supplies	\$63.92
			402-000-000-535-80-31-00	Operating Supplies	\$182.02
			410-000-000-546-10-48-00	Repair & Maintenance	\$154.91
		Total 082021/CIT001			\$815.38
		082021/CIT002			

Vendor	Number	Reference	Account Number	Description	Amount
			<b>Supplies</b>		
			001-000-000-521-20-31-00	Operating Supplies	\$4.65
			001-000-000-521-20-31-00	Operating Supplies	\$14.09
		<b>Total 082021/CIT002</b>			<b>\$18.74</b>
	<b>Total 39739</b>				<b>\$834.12</b>
<b>Total Decker City Hardware Inc</b>					<b>\$834.12</b>
<b>Eagle Repair &amp; Towing, LLC</b>					
	<b>39740</b>			<b>2021 - August - First Council Date</b>	
		<b>38538</b>			
			<b>2002 F450 Repair</b>		
			400-000-000-534-80-31-15	2002 F450 Dump Truck 59826D	\$155.70
		<b>Total 38538</b>			<b>\$155.70</b>
		<b>39198</b>			
			<b>1999 F150 Repair</b>		
			400-000-000-534-80-48-48	'99 Ford F150 P/U 20341D	\$82.89
		<b>Total 39198</b>			<b>\$82.89</b>
	<b>Total 39740</b>				<b>\$238.59</b>
<b>Total Eagle Repair &amp; Towing, LLC</b>					<b>\$238.59</b>
<b>Evergreen 76</b>					
	<b>39741</b>			<b>2021 - August - First Council Date</b>	
		<b>8747</b>			
			<b>4th of July Volunteer Food</b>		
			140-000-000-557-30-49-02	Fourth Of July	\$198.97
		<b>Total 8747</b>			<b>\$198.97</b>
	<b>Total 39741</b>				<b>\$198.97</b>
<b>Total Evergreen 76</b>					<b>\$198.97</b>
<b>Forks Community Hospital</b>					
	<b>39742</b>			<b>2021 - August - First Council Date</b>	
		<b>VA117100</b>			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$2,694.97

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Total VAI17100</b>			<b>\$2,694.97</b>
		VAI17101			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$2,173.39
		<b>Total VAI17101</b>			<b>\$2,173.39</b>
		VAI17135			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$672.09
		<b>Total VAI17135</b>			<b>\$672.09</b>
		VAI17137			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$76.67
		<b>Total VAI17137</b>			<b>\$76.67</b>
		VAI17169			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$184.11
		<b>Total VAI17169</b>			<b>\$184.11</b>
		VAI17170			
			<b>Inmate Medical</b>		
			001-000-000-523-61-41-05	Inmate - Medical	\$189.32
		<b>Total VAI17170</b>			<b>\$189.32</b>
		<b>Total 39742</b>			<b>\$5,990.55</b>
		<b>Total Forks Community Hospital</b>			<b>\$5,990.55</b>
Forks Outfitters, Inc					
	39743				
			<b>2021 - August - First Council Date</b>		
		082021/Outfitters			
			<b>Supplies</b>		
			001-000-000-521-20-14-10	Uniforms-P8 Manuel	\$32.53
			001-000-000-521-20-31-00	Operating Supplies	\$26.03
			001-000-000-521-20-31-00	Operating Supplies	\$12.13
			001-000-000-523-61-31-00	Operating Supplies	\$55.30
			001-000-000-523-61-31-00	Operating Supplies	\$25.36
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$166.37

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$495.05
			001-000-000-523-61-31-12	Inmate Over the Counter Medications	\$28.93
			001-000-000-554-31-48-00	Repair & Maintenance	\$24.93
			001-000-000-554-31-48-00	Repair & Maintenance	\$10.84
			001-000-000-576-80-31-00	Operating Supplies	\$2.56
			001-000-000-576-80-31-00	Operating Supplies	\$38.91
			001-000-000-576-80-31-00	Operating Supplies	\$11.92
			001-000-000-576-80-31-00	Operating Supplies	\$34.70
			001-000-000-576-80-31-00	Operating Supplies	\$49.41
			001-000-000-576-80-31-00	Operating Supplies	\$5.03
			001-000-000-576-80-31-00	Operating Supplies	\$8.66
			001-000-000-576-80-31-00	Operating Supplies	\$32.72
			001-000-000-576-80-31-00	Operating Supplies	\$6.07
			101-000-000-542-31-31-00	Operating Supplies	\$8.66
			101-000-000-542-31-31-00	Operating Supplies	\$4.33
			101-000-000-542-31-31-00	Operating Supplies	\$13.00
			101-000-000-542-31-31-00	Operating Supplies	\$6.05
			101-000-000-542-31-31-00	Operating Supplies	\$5.41
			140-000-000-557-30-49-02	Fourth Of July	\$69.33
			400-000-000-534-80-31-00	Operating Supplies	\$10.84
			400-000-000-534-80-31-41	Tools	\$65.06
			400-000-000-534-80-31-41	Tools	\$390.58
			402-000-000-535-80-31-00	Operating Supplies	\$20.59
			<b>Total 082021/Outfitters</b>		<b>\$1,661.30</b>
	<b>Total 39743</b>				<b>\$1,661.30</b>
<b>Total Forks Outfitters, Inc</b>					<b>\$1,661.30</b>
<b>Gomez, Mariana</b>					
	39744			<b>2021 - August - First Council Date</b>	
			<b>082021/Gomez Refund</b>		
			<b>RAC Refund</b>		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$250.00
			<b>Total 082021/Gomez Refund</b>		<b>\$250.00</b>
	<b>Total 39744</b>				<b>\$250.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Total Gomez, Mariana</b>					<b>\$250.00</b>
<b>Hillcar &amp; Fletcher Inc</b>					
	39745			2021 - August - First Council Date	
		10891			
			Water Line Bedding-Mill		
			410-000-000-546-10-48-00	Repair & Maintenance	\$138.34
		Total 10891			\$138.34
	Total 39745				\$138.34
<b>Total Hillcar &amp; Fletcher Inc</b>					<b>\$138.34</b>
<b>Jackson Civil Engineering, LLC</b>					
	39746			2021 - August - First Council Date	
		0032-02-05			
			Spartan Sidewalk Project		
			101-000-000-595-10-00-00	Construction Engineering	\$1,176.08
			301-000-000-595-10-00-07	Spartan to Blackberry Sidewalks Engineering	\$22,345.62
		Total 0032-02-05			\$23,521.70
	Total 39746				\$23,521.70
<b>Total Jackson Civil Engineering, LLC</b>					<b>\$23,521.70</b>
<b>John D. Black, PLLC</b>					
	39747			2021 - August - First Council Date	
		22291			
			Conflict Attorney		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$210.00
		Total 22291			\$210.00
		22292			
			Conflict Attorney		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$210.00
		Total 22292			\$210.00
		22294			
			Conflict Attorney		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$140.00

Vendor	Number	Reference	Account Number	Description	Amount
		<b>Total 22294</b>			<b>\$140.00</b>
		<b>22295</b>			
			<b>Conflict Attorney</b>		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$70.00
		<b>Total 22295</b>			<b>\$70.00</b>
		<b>22296</b>			
			<b>Conflict Attorney</b>		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$70.00
		<b>Total 22296</b>			<b>\$70.00</b>
		<b>22300</b>			
			<b>Conflict Attorney</b>		
			001-000-000-512-50-41-01	Prof Serv - Conflict Atty	\$70.00
		<b>Total 22300</b>			<b>\$70.00</b>
	<b>Total 39747</b>				<b>\$770.00</b>
<b>Total John D. Black, PLLC</b>					<b>\$770.00</b>
<b>Pacific Forest Mgmt Inc</b>					
<b>39748</b>					
			<b>2021 - August - First Council Date</b>		
		<b>6841</b>			
			<b>Project Management</b>		
			412-000-000-546-10-41-00	Professional Services	\$1,615.16
			412-000-000-546-10-41-00	Professional Services	\$997.83
		<b>Total 6841</b>			<b>\$2,612.99</b>
	<b>Total 39748</b>				<b>\$2,612.99</b>
<b>Total Pacific Forest Mgmt Inc</b>					<b>\$2,612.99</b>
<b>Pacific Office Equipment Inc.</b>					
<b>39749</b>					
			<b>2021 - August - First Council Date</b>		
		<b>1084548</b>			
			<b>Copier</b>		
			001-000-000-515-31-31-00	Operating Supplies	\$10.08
			001-000-000-558-61-31-00	Operating Supplies	\$10.08
			101-000-000-542-31-31-00	Operating Supplies	\$10.08
			400-000-000-534-80-31-00	Operating Supplies	\$30.25



Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-31-00	Operating Supplies	\$20.17
			410-000-000-552-10-31-00	Operating Supplies	\$20.17
		<b>Total 1084548</b>			<b>\$100.83</b>
		<b>1084549</b>			
			<b>Copier</b>		
			001-000-000-523-61-31-00	Operating Supplies	\$24.41
		<b>Total 1084549</b>			<b>\$24.41</b>
	<b>Total 39749</b>				<b>\$125.24</b>
<b>Total Pacific Office Equipment Inc.</b>					<b>\$125.24</b>
<b>Peninsula Daily News (ad)</b>					
	<b>39750</b>			<b>2021 - August - First Council Date</b>	
		<b>0982021/PDN</b>			
			<b>Annual Subscription</b>		
			410-000-000-552-10-31-00	Operating Supplies	\$156.00
		<b>Total 0982021/PDN</b>			<b>\$156.00</b>
	<b>Total 39750</b>				<b>\$156.00</b>
<b>Total Peninsula Daily News (ad)</b>					<b>\$156.00</b>
<b>PetroCard</b>					
	<b>39751</b>			<b>2021 - August - First Council Date</b>	
		<b>C778006</b>			
			<b>Fuel</b>		
			101-000-000-542-31-32-00	Fuel	\$348.83
		<b>Total C778006</b>			<b>\$348.83</b>
	<b>Total 39751</b>				<b>\$348.83</b>
<b>Total PetroCard</b>					<b>\$348.83</b>
<b>Plumley, William L.</b>					
	<b>39752</b>			<b>2021 - August - First Council Date</b>	
		<b>671007</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671007</b>			<b>\$45.00</b>

Vendor	Number	Reference	Account Number	Description	Amount
		<b>671008</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671008</b>			<b>\$45.00</b>
		<b>671009</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671009</b>			<b>\$45.00</b>
		<b>671011</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671011</b>			<b>\$45.00</b>
		<b>671012</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671012</b>			<b>\$45.00</b>
		<b>671013</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671013</b>			<b>\$45.00</b>
		<b>671014</b>			
			<b>Interpreter Services</b>		
			001-000-000-512-50-41-03	Interpreter Costs	\$45.00
		<b>Total 671014</b>			<b>\$45.00</b>
	<b>Total 39752</b>				<b>\$315.00</b>
<b>Total Plumley, William L.</b>					<b>\$315.00</b>
<b>Rice, Granville</b>					
	<b>39753</b>			<b>2021 - August - First Council Date</b>	
		<b>082021/Rice</b>			
			<b>MC Premiums</b>		
			001-000-000-521-20-41-15	Rice	\$148.50
		<b>Total 082021/Rice</b>			<b>\$148.50</b>
	<b>Total 39753</b>				<b>\$148.50</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Total Rice, Granville</b>					<b>\$148.50</b>
<b>Robbins, Johnnie</b>					
	<b>39754</b>			<b>2021 - August - First Council Date</b>	
		<b>072321/Robbins Refund</b>			
			<b>Water Refund-Closed Acct.</b>		
			400-000-000-534-80-49-02	Water Utilities Refund Acc	\$72.84
		<b>Total 072321/Robbins Refund</b>			<b>\$72.84</b>
	<b>Total 39754</b>				<b>\$72.84</b>
<b>Total Robbins, Johnnie</b>					<b>\$72.84</b>
<b>Swanson's Repair</b>					
	<b>39755</b>			<b>2021 - August - First Council Date</b>	
		<b>0155459</b>			
			<b>Tractor Parts</b>		
			410-000-000-546-10-48-68	Batwing Mower (both airports)	\$10.86
		<b>Total 0155459</b>			<b>\$10.86</b>
	<b>Total 39755</b>				<b>\$10.86</b>
<b>Total Swanson's Repair</b>					<b>\$10.86</b>
<b>US Bank</b>					
	<b>39756</b>			<b>2021 - August - First Council Date</b>	
		<b>082021/US Bank</b>			
			<b>Credit Cards</b>		
			001-000-000-514-23-31-00	Operating Supplies	\$8.69
			001-000-000-514-23-41-00	Professional Services	\$5.27
			001-000-000-514-23-43-11	Training	\$9.45
			001-000-000-521-20-14-10	Uniforms-P8 Manuel	\$131.17
			001-000-000-521-20-31-00	Operating Supplies	\$18.85
			001-000-000-521-20-32-00	Fuel/oil	\$44.41
			001-000-000-521-20-32-00	Fuel/oil	\$34.98
			001-000-000-521-20-42-41	Postage	\$28.36
			001-000-000-521-20-43-00	Travel	\$6.00
			001-000-000-523-61-31-00	Operating Supplies	\$16.92

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$77.35
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$359.10
			001-000-000-523-61-48-12	Building Maintenance	\$652.79
			001-000-000-576-80-48-00	Repair & Maintenance	\$59.66
			001-000-000-576-80-48-00	Repair & Maintenance	\$62.62
			001-000-000-576-80-49-00	Misc.	\$792.43
			101-000-000-542-31-31-00	Operating Supplies	\$6.76
			101-000-000-542-31-41-10	CDL Physicals	\$75.00
			101-000-000-542-31-41-10	CDL Physicals	\$75.00
			101-000-000-542-31-43-00	Travel	\$6.00
			101-000-000-542-31-43-00	Travel	\$6.00
			400-000-000-534-80-31-00	Operating Supplies	\$156.13
			400-000-000-534-80-31-00	Operating Supplies	\$60.46
			400-000-000-534-80-31-00	Operating Supplies	\$29.95
			400-000-000-534-80-31-41	Tools	\$116.13
			400-000-000-534-80-31-41	Tools	\$79.70
			400-000-000-534-80-35-00	Mach & Equipment	\$86.79
			400-000-000-534-80-41-00	Professional Services	\$8.59
			400-000-000-534-80-41-10	CDL Physicals	\$75.00
			400-000-000-534-80-41-10	CDL Physicals	\$75.00
			400-000-000-534-80-41-43	Training	\$15.40
			400-000-000-594-34-63-31	Campbell Pit Well Development	\$105.50
			400-000-000-594-34-63-31	Campbell Pit Well Development	\$2.64
			402-000-000-535-80-31-00	Operating Supplies	\$43.28
			402-000-000-535-80-31-00	Operating Supplies	\$8.69
			402-000-000-535-80-31-52	Chemicals	\$634.27
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$10.87
			402-000-000-535-80-41-00	Professional Services	\$2.93
			402-000-000-535-80-41-53	Training	\$5.25
			402-000-000-535-80-41-53	Training	\$102.00
			402-000-000-535-80-43-00	Travel	\$361.14
			402-000-000-535-80-48-51	95 Chev PU S-10 13170D	\$35.59
			410-000-000-546-10-31-00	Operating Supplies	\$6.76
			410-000-000-546-10-41-00	Professional Services	\$2.73

Vendor	Number	Reference	Account Number	Description	Amount
			410-000-000-546-10-43-11	Training	\$4.90
		Total 082021/US Bank			\$4,506.51
	Total 39756				\$4,506.51
Total US Bank					\$4,506.51
Utilities Underground Location Center					
	39757		2021 - August - First Council Date		
		1070155			
			Locates		
			400-000-000-534-80-41-00	Professional Services	\$35.42
		Total 1070155			\$35.42
	Total 39757				\$35.42
Total Utilities Underground Location Center					\$35.42
WA Audiology Serv Inc					
	39758		2021 - August - First Council Date		
		59153			
			Hearing Tests		
			001-000-000-521-20-41-00	Professional Services	\$783.90
			400-000-000-534-80-41-00	Professional Services	\$783.90
		Total 59153			\$1,567.80
	Total 39758				\$1,567.80
Total WA Audiology Serv Inc					\$1,567.80
WA Department Of Transportation					
	39759		2021 - August - First Council Date		
		FB91000001221			
			Fuel		
			001-000-000-511-61-32-00	Unleaded	\$22.05
			001-000-000-558-50-32-00	Fuel/oil	\$18.09
			001-000-000-576-80-32-00	Fuel	\$10.80
			101-000-000-542-31-32-00	Fuel	\$335.31
			150-000-000-547-50-32-00	Fuel	\$8.73
			400-000-000-534-80-32-00	Fuel	\$845.04

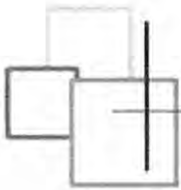
Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-32-00	Fuel	\$348.53
			410-000-000-546-10-32-00	Fuel	\$9.90
			410-000-000-552-50-32-00	Fuel	\$1.83
		<b>Total FB91000001221</b>			<b>\$1,600.28</b>
		<b>FB91000101221</b>			
			<b>Fuel</b>		
			001-000-000-521-20-32-00	Fuel/oil	\$1,097.08
			001-000-000-523-61-32-00	Fuel/oil	\$46.26
		<b>Total FB91000101221</b>			<b>\$1,143.34</b>
	<b>Total 39759</b>				<b>\$2,743.62</b>
<b>Total WA Department Of Transportation</b>					<b>\$2,743.62</b>
<b>WA Dept Lic Bus Prof Div</b>					
	<b>07262021/EFT</b>			<b>2021 - August - First Council Date</b>	
		<b>07262021/CPL</b>			
			<b>CPL Fees</b>		
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$126.00
		<b>Total 07262021/CPL</b>			<b>\$126.00</b>
	<b>Total 07262021/EFT</b>				<b>\$126.00</b>
	<b>08032021/EFT</b>			<b>2021 - August - First Council Date</b>	
		<b>08032021/CPL</b>			
			<b>CPL Fees</b>		
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$18.00
		<b>Total 08032021/CPL</b>			<b>\$18.00</b>
	<b>Total 08032021/EFT</b>				<b>\$18.00</b>
<b>Total WA Dept Lic Bus Prof Div</b>					<b>\$144.00</b>
<b>WA Dept of Corrections</b>					
	<b>39760</b>			<b>2021 - August - First Council Date</b>	
		<b>F178099</b>			
			<b>Inmate Food</b>		
			001-000-000-523-61-31-11	27000groceries-Food	\$964.00
		<b>Total F178099</b>			<b>\$964.00</b>
		<b>F178181</b>			

Vendor	Number	Reference	Account Number	Description	Amount
			<b>Inmate Food</b>		
			001-000-000-523-61-31-11	27000groceries-Food	\$3,349.02
		<b>Total F178181</b>			<b>\$3,349.02</b>
	<b>Total 39760</b>				<b>\$4,313.02</b>
<b>Total WA Dept of Corrections</b>					<b>\$4,313.02</b>
<b>WA Dept of Transportation</b>					
	<b>39761</b>			<b>2021 - August - First Council Date</b>	
		<b>RE-313-ATB10719104</b>			
			<b>Striping</b>		
			101-000-000-542-31-41-00	Professional Services	\$713.04
		<b>Total RE-313-ATB10719104</b>			<b>\$713.04</b>
	<b>Total 39761</b>				<b>\$713.04</b>
<b>Total WA Dept of Transportation</b>					<b>\$713.04</b>
<b>WA Dept Rev Excise Tax</b>					
	<b>082021/EFT</b>			<b>2021 - August - First Council Date</b>	
		<b>082021/Excise Tax</b>			
			<b>Excise Tax</b>		
			001-000-000-514-23-49-00	Misc	\$4.39
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$30.51
			001-000-000-523-61-31-08	Inmates Clothes	\$12.01
			001-000-000-589-30-00-40	Water Excise Tax	\$255.37
			001-000-000-589-30-00-50	Sewer Excise Tax	\$62.52
			400-000-000-534-80-47-43	Excise Tax	\$4,256.16
			402-000-000-535-80-31-52	Chemicals	\$53.91
			402-000-000-535-80-47-53	Excise Tax	\$1,165.94
		<b>Total 082021/Excise Tax</b>			<b>\$5,840.81</b>
	<b>Total 082021/EFT</b>				<b>\$5,840.81</b>
<b>Total WA Dept Rev Excise Tax</b>					<b>\$5,840.81</b>
<b>WA State Criminal Justice Training</b>					
	<b>39762</b>			<b>2021 - August - First Council Date</b>	
		<b>201135336</b>			

Vendor	Number	Reference	Account Number	Description	Amount
			<b>Johansen Academy-COA 471</b>		
			001-000-000-521-20-43-11	Training/tuition	\$578.00
		<b>Total 201135336</b>			<b>\$578.00</b>
	<b>Total 39762</b>				<b>\$578.00</b>
<b>Total WA State Criminal Justice Training</b>					<b>\$578.00</b>
<b>WA State Patrol</b>					
	<b>39763</b>			<b>2021 - August - First Council Date</b>	
		<b>I21000195</b>			
			<b>Background Checks</b>		
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$26.50
		<b>Total I21000195</b>			<b>\$26.50</b>
		<b>I22000077</b>			
			<b>Background Checks</b>		
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$13.25
		<b>Total I22000077</b>			<b>\$13.25</b>
	<b>Total 39763</b>				<b>\$39.75</b>
<b>Total WA State Patrol</b>					<b>\$39.75</b>
<b>West Waste &amp; Recycling</b>					
	<b>39764</b>			<b>2021 - August - First Council Date</b>	
		<b>0000221042</b>			
			<b>Refuse</b>		
			001-000-000-521-20-47-18	Refuse	\$108.62
			001-000-000-523-61-47-18	Refuse	\$108.62
			001-000-000-554-31-47-18	Refuse	\$38.09
			101-000-000-542-31-47-18	Refuse	\$163.96
			140-000-000-557-30-49-02	Fourth Of July	\$523.60
			400-000-000-534-80-47-18	Refuse	\$76.03
			400-000-000-534-80-47-18	Refuse	\$163.96
			402-000-000-535-80-47-18	Refuse	\$32.59
			402-000-000-535-80-47-18	Refuse	\$76.17
			410-000-000-552-50-47-18	Refuse	\$76.17
			410-000-000-575-50-47-18	Refuse	\$38.09



Vendor	Number	Reference	Account Number	Description	Amount
		<b>Total 0000221042</b>			<b>\$1,405.90</b>
	<b>Total 39764</b>				<b>\$1,405.90</b>
<b>Total West Waste &amp; Recycling</b>					<b>\$1,405.90</b>
<b>West Waste Sanitation</b>					
	<b>39765</b>			<b>2021 - August - First Council Date</b>	
		<b>0000223558</b>			
			<b>Sanicans/Wash Station</b>		
			140-000-000-557-30-49-02	Fourth Of July	\$480.00
			140-000-000-557-30-49-18	Downtown Sanican	\$120.00
			410-000-000-552-10-49-00	Misc.	\$240.00
			412-000-000-546-10-47-18	Sanitation	\$50.00
				Sanican	
		<b>Total 0000223558</b>			<b>\$890.00</b>
	<b>Total 39765</b>				<b>\$890.00</b>
<b>Total West Waste Sanitation</b>					<b>\$890.00</b>
<b>Whitehead's Auto Parts</b>					
	<b>39766</b>			<b>2021 - August - First Council Date</b>	
		<b>082021/Whitehead's</b>			
			<b>Parts</b>		
			001-000-000-576-80-31-00	Operating Supplies	\$22.59
			101-000-000-542-31-31-00	Operating Supplies	\$26.06
			101-000-000-542-31-49-00	Misc.	\$11.58
			400-000-000-534-80-31-00	Operating Supplies	\$30.86
			402-000-000-535-80-48-51	95 Chev PU S-10 13170D	\$60.07
		<b>Total 082021/Whitehead's</b>			<b>\$151.16</b>
	<b>Total 39766</b>				<b>\$151.16</b>
<b>Total Whitehead's Auto Parts</b>					<b>\$151.16</b>
<b>Grand Total</b>		<b>Vendor Count</b>	<b>37</b>		<b>\$84,013.11</b>



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2021 - August - First Council Date

Fund Number	Description	Amount
001	General Fund	\$39,206.48
101	Street	\$3,055.40
140	Lodging Tax Fund	\$1,520.16
150	Transit Center Fund	\$364.33
301	Street Projects	\$22,345.62
400	Water	\$8,762.41
402	Sewer	\$4,307.54
410	Airport/Industrial Park	\$1,604.43
412	Quillayute Airport	\$2,662.99
650	State Collections	\$183.75
	<b>Count: 10</b>	<b>\$84,013.11</b>

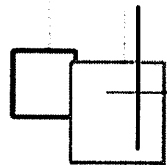
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Forks, and that I am authorized to authenticate and certify to said claim.

Signed: \_\_\_\_\_  
Title: Accounting Technician

Audited and ordered paid by Forks City Council:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Committee



# Transaction Activity

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## Invoice

<u>071921/S. Gaydeski Travel</u>	<u>Gaydeski, Steven</u> WWTP2 Prep.-Auburn Travel	2021 - July - Travel Checks		<u>3591</u>
<u>402-000-000-535-80-43-00</u>			\$268.00 <b>\$268.00</b>	
<u>072721/S. Gaydeski Travel</u>	<u>Gaydeski, Steven</u> WWTP2 Test-Bremerton Travel	2021 - July - Travel Checks		<u>3592</u>
<u>402-000-000-535-80-43-00</u>			\$30.00 <b>\$30.00</b>	
<u>072321/Fleck Travel</u>	<u>Fleck, Rod</u> Industrial Park Meeting-Blyn Travel	2021 - July - Travel Checks		<u>3593</u>
<u>410-000-000-552-10-43-00</u>			\$63.88 <b>\$63.88</b>	
<u>072321/Fletcher Travel</u>	<u>Fletcher, Tim</u> Industrial Park Meeting-Sequim Travel	2021 - July - Travel Checks		<u>3594</u>
<u>410-000-000-552-10-43-00</u>			\$63.88 <b>\$63.88</b>	
<u>07302021/Thompson Travel</u>	<u>Thompson, Ann</u> Flagger Course-Port Angeles Travel	2021 - July - Travel Checks		<u>3595</u>
<u>101-000-000-542-31-43-00</u>			\$76.00 <b>\$76.00</b>	
<u>07302021/Gonzalez Travel</u>	<u>Gonzalez, Oscar</u> Flagger Course-Port Angeles Travel	2021 - July - Travel Checks		<u>3596</u>
<u>101-000-000-542-31-43-00</u>			\$76.00 <b>\$76.00</b>	
<u>07272021/Hampton Travel</u>	<u>Hampton, Paul</u> Spectra/Timberland Homes-Auburn Travel	2021 - July - Travel Checks		<u>3597</u>
<u>001-000-000-558-50-43-00</u>			\$21.00	

**Invoice**

07272021/Hampton Travel

Hampton, Paul

2021 - July - Travel Checks

3597

402-000-000-535-80-43-00

Spectra/Timberland Homes-Auburn  
Travel

\$21.00

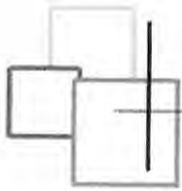
\$42.00

**Total Invoice**

**\$619.76**

**Grand Total**

**\$619.76**



# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2021 - July - Travel Checks

Fund Number	Description	Amount
001	General Fund	\$21.00
101	Street	\$152.00
402	Sewer	\$319.00
410	Airport/Industrial Park	\$127.76
	<b>Count: 4</b>	<b>\$619.76</b>

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Forks, and that I am authorized to authenticate and certify to said claim.

Signed: \_\_\_\_\_  
Title: Accounting Technician

Audited and ordered paid by Forks City Council:

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Auditing Committee

Resolution No. 500

SIX YEAR STREET PLAN

WHEREAS, pursuant to the requirements of RCW 35.77.010, the City of Forks has prepared a six-year comprehensive transportation improvement plan for the City's street program for the ensuing six calendar years, 2022 – 2027; and

WHEREAS, pursuant further to said law, the City Council of the City of Forks, being the legislative body of said City did hold a public hearing on said comprehensive plan at 7:30 p.m. at the City Hall in Forks, Washington on the 9th of August, 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL:

1. That the six-year comprehensive street plan for 2022 – 2027 is adopted with amendments, and;
2. That the City's Public Works Director is requested to forward that portion of the six-year comprehensive street plan associated with state and/or regional projects of significance along with a copy of this resolution to the Department of Transportation for the State of Washington for filing purposes.

ADOPTED THIS 9th day of August, 2021.

---

Tim Fletcher, Mayor

AUTHENTICATED AND ATTESTED TO:

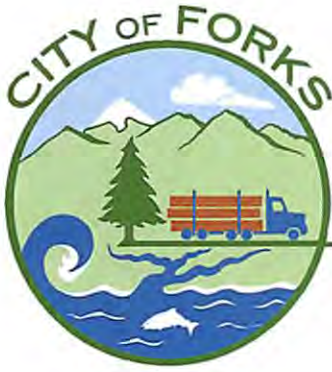
---

Audrey Grafstrom, Clerk/Treasurer

APPROVED AS TO FORM:

---

William R. Fleck, Attorney/Planner



500 E. Division St. • Forks, Washington 98331-8618

(360) 374-5412 • Fax: (360) 374-9430 • TTY: (360) 374-2696  
[forkswashington.org](http://forkswashington.org)

TO: Mayor Fletcher  
Members of the City Council

FROM: Rod Fleck, Attorney/Planner

DATE: 21 June 2021

RE: Hampton Request for Vacating of City's Interest in Easement

Mayor and Members of the Council,

The City received a request to vacate an easement associated with Lot 3 of the Polk Short Plat from Clyde (Paul) and Kerstin Hampton.

#### Location of the Property/Easement

The Hamptons own Lot 3 of the Polk Short Plat. The lot is located at 1770 S Forks Ave and is tax parcel id 13-28-17-13-9030.

#### Procedural Aspect of this Request

The Hamptons are asking the City to vacate its interest in an easement that appears on the face of the Polk Short Plat. The plat notes that there is a "60' right of way" and further there is a reference to an easement "for ingress, egress and utilities" within the same shaded area on the plat map.

In the attached documents, there is also a reference to "with a well and water line easement and agreement as recorded under Auditor's File No. 460425." See Statutory Warrant Deed, Auditor No. 597375, between Joe Polk and George and Pauline Holmes, dated 12 Oct 87.

The right of way and the easement benefit:

- Lot 1 of the Polk Short Plat owned by the Demorests;
- Lot 2 owned by the City of Forks; and,
- Lot 3 owned by the Hamptons.

The language used on the plat map references a right of way and that would require compliance with RCW 35.79.

We will need to determine if the City has any interest in that 30' portion that crosses the Hampton's parcel. With the City as the neighboring northern owner of Lot 2, the City would have to determine if the City has any interest in the 30' portion of the right-of-way/easement crossing the Hampton's parcel. Unlike other rights of ways/easements, here there is no utilities in place, nor in the vicinity to this right of way/easement.

The first step in this process would be to set a public hearing on the Hampton request. See RCW 35.79.020. There has to be at least 20 days notice given prior to the hearing. Combining that requirement with the deadline for the Forks Forum, the earliest this hearing could be is 9 August. In the alternative, the hearing could be set on 23 August 2021.

That allows us to get the notice published, mailed and posted.

At the hearing, my office will provide a staff report responding to the following questions:

1. Are there any access related needs for which this right of way/easement could be used?
2. Are there any recreational needs for which this right of way/easement could be used?
3. Are there any utility purposes for which this right of way/easement could be used?
4. Also, how is this easement modified by a document referenced, but which cannot be found – Auditor No. 460425.

The first three questions are those which are usually required to be considered when vacating a right of way. Utilizing that same analysis for this right of way/easement would be appropriate. The fourth question is one that will need some additional research and can be completed prior to the hearing.






500 E. Division St. • Forks, Washington 98331-8618

(360) 374-5412 • Fax: (360) 374-9430 • TTY: (360) 374-2696  
[forkswashington.org](http://forkswashington.org)

TO: Mayor Fletcher  
Members of the City Council

FROM: Rod Fleck, Attorney/Planner 

DATE: 5 August 2021

RE: Supplemental Information regarding the  
Hampton Request for Vacating of City's Interest in Easement  
(Public Hearing Topic on Monday night)

Mayor and Members of the Council,

As you are all aware, the City is holding a public hearing on Monday regarding the request received by ~~the City of~~ Clyde (Paul) and Kerstin Hampton to vacate an easement associated with Lot 3 of the Polk Short Plat. Attachment A is a clipped copy of the plat filed in 1985. The 60' easement is also called a right of way on the plat and is being treated as a dedicated right of way originally to the owners of the lots in the short plat, but also to the government having jurisdiction. When the parcel was annexed into the City, the City became the party within governmental interest in the dedicated right of way. The City's interests were increased further when the City acquired Lots 1 and 2 of the Polk Short Plat in 1988 via a warranty deed dated 22 Jan 1988. See Warranty Deed, Auditor's File No. 602067. The language used in the plat is confusing. It references the conveyance of both an easement and a right of way. Because of that, I am erring on the side of caution and arguing that this was a public right of way. However, an argument that this is just an easement could be raised by the owner of Lot 4. In their legislative capacity, the Council could remove the public's interest in a vacation ordinance. Yet, an additional argument could be made that the City's land owner related interests would have to be addressed in another manner.

I provided the council with a memo, attached, on this matter back in June. I noted there were a few things I would like additional time to look into prior to the public hearing. This memo is supplemental to that attached June memo.

For ease, however, I am providing the four questions that would need to be considered by the Council as part of any action on this request. The hearing on Monday addresses a

potential statutory requirement and then provides the Council with a means of discussing these questions.

*At the hearing, my office will provide a staff report responding to the following questions:*

1. *Are there any access related needs for which this right of way/easement could be used?*
2. *Are there any recreational needs for which this right of way/easement could be used?*
3. *Are there any utility purposes for which this right of way/easement could be used?*
4. *Also, how is this easement modified by a document referenced, but which cannot be found – Auditor No. 460425.*

*The first three questions are those which are usually required to be considered when vacating a right of way. Utilizing that same analysis for this right of way/easement would be appropriate....*

### Acknowledgement of Conflict of Interest

The applicant is also the City's Public Works Director. As such it is prudent to acknowledge that a conflict of interest analysis is required. Key to that analysis is whether or not what is being requested is somehow different from something that the general public could also make. See RCW 42.23.030<sup>1</sup>. There is no violation of subparagraph of two, three, or four of that statute as a non-employee land owner could make this request and the request is solely at the discretion of the City Council in their legislative capacity. Further, he is not utilizing information that is a privilege of, nor proprietary to his position with the City, nor am I in responding to this request as the information here was obtained from publicly accessible sources.

Next, we need to consider issues associated with common law conflicts of interest. The controlling case is Smith v. Centralia, 55 Wash. 573 (1909)> In that case, a street vacation was

---

<sup>1</sup> RCW 42.23.070

#### **Prohibited acts.**

(1) No municipal officer may use his or her position to secure special privileges or exemptions for himself, herself, or others.

(2) No municipal officer may, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law.

(3) No municipal officer may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce him or her by reason of his or her official position to disclose confidential information acquired by reason of his or her official position.

(4) No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

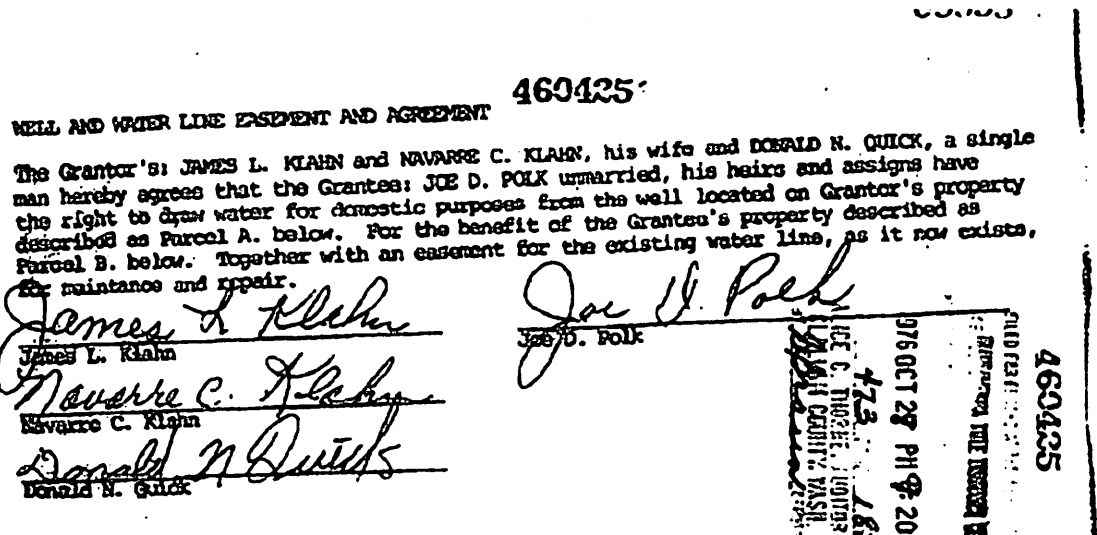
[ 1994 c 154 § 121.]

made void due to a common law conflict of interest where a council member voted to vacate street right of way and was also a neighboring property owner.

I have specifically avoided engaging Mr. Hampton in discussions related to his request and he must not participate in the Council's decision-making process, including its discussions and deliberations. This would not prohibit him from testifying as a property owner. However, MRSC suggested that if he were to do that, he needs to clearly indicate he is testifying in his sole capacity as the property owner. At the close of the testimony portion of the public hearing, he would need to excuse himself from the subsequent discussions.

**Questions at Play**

Turning to Question No. 4, I noted that there was an easement referenced but which I could not find at the time of writing the first memo. The easement was at the top of the document. See below:



The document then goes on to describe two parcels of property owned by the Klahns that appear to be on both sides of SR 101. Parcel B is the Grantee's (Polk) property that became the Polk Short Plat in Dec 1985. However, I am unable to place where Parcel A is in this easement, as I cannot find a 1976 map showing parcel ownerships at the time. I have clipped the entire document and included as at Attachment C.

The easement inset above grants to the Joe D. Polk's "heirs and assigns":

"...the right to draw water for domestic purposes from the well located on the Grantor's property described as Parcel A. below. For the benefit of Grantee's property described as Parcel B. below. Together with an easement for the existing water line, as it now exists, for maintenance and repair."

This easement could, with the City being one of Polk's "assigns" with its purchase of Lot 2, convey interest to the City in both a well and a distribution system that benefited the properties that became part of the Polk Short Plat in 1985. This additional easement associated with rights creating a benefit in the well and water lines is specifically called out in Note No. 4 in the upper right of said plat.

Trying to understand what this referenced well and existing water line might be, Audrey suggested contacting Dave Zellar as I recalled some discussion decades ago between Dave and Dan regarding a "well on the hill and water lines." Fortunately, Zellar returned my call and was able to provide some additional information.

Zellar recalled that a group of properties, including one large house on the other side of Russell Road, and before the Demorest house that sits back off of 101, was owned by a crab fisherman who passed away a long time ago. That on the hill on the other side of the highway, there was a water tank that collected water from a spring or seep not too deep in the hillside that "fed those properties down below." He also recalled that the line was "1 ½ or 2" poly" so it was "good sized." He suggested I hunt for a file he had of all of the wells and well logs associated with the City. Otherwise, he suggested I call and talk to Ecology staff to learn more about that referenced well. Unfortunately, that is not going to happen before Monday as I am out of town the next three days.

Returning to the other three questions:

*At the hearing, my office will provide a staff report responding to the following questions:*

- 1. Are there any access related needs for which this right of way/easement could be used?*
- 2. Are there any recreational needs for which this right of way/easement could be used?*
- 3. Are there any utility purposes for which this right of way/easement could be used?*

**The answer to Question 1 is Possibly.** An argument could be made that the ingress, egress aspects of the easement/right of way could be utilized to access the City's Lot 2 and also the area owned by the City to the north of the Polk Short Plat lots. The counter to that would be that the City would still have the western thirty feet (30') of the easement/right of way that crosses Lot 4.

Further, access to the acquired interest in the benefit in the mentioned well and water lines mentioned briefly above, and in further detail below, creates an "it depends" response.

**The answer to Question 2 appears to fall somewhere between "Probably not" and "Maybe a portion."** The property behind the Polk Short Plat lots is owned by the City and is a protected approach for the Forks Municipal Airport's Runway 04 (western approach). To date, the City has only utilized a very small portion of the east side of that property for event parking. Any future use of Lot 2 and the property north of it would require analysis of the restrictions associated with using FAA funds to acquire those parcels. If something were to

be developed back there, would this portion of the easement/right of way be of interest or importance to that unknown future activity?

An argument could be made that the aviation protections that may have been presumed in the City's obtaining jurisdiction over the easement/right of way should be kept for recreational aviation-related uses. However, this argument, applying solely to the aviation protection possibly presumed, would then suggest that a relatively thin triangle would be needed for this purpose.

***My best response to Question 3 is "I don't know."*** More information would be needed to understand what right is being conveyed and further what degree is that right conveying an interest in a former water source across SR 101. While the conversation with Zellar helped me pin down where location of the Klahn Parcel A referenced in the above easement, the County Assessor's online information has not enabled me to say with any certainty which lot it actually is. In attempting to search the well database maintained by Ecology, I was unable to locate the Klahn well and water line easement noted in my answer above to Question 4. Further research associated with that would be needed and may require me to contact and discuss this with Ecology, or to find the file Zellar referenced, and hope it contains the needed information.

Also, Lot 2 was purchased with FAA funds and is subject to specific assurances made by the City to the FAA. Going strictly from memory, which may be faulty, there could be an argument that our ownership interests in Lot 2 would be changed by the granting of this request. That change may possibly require us to consult with the FAA regional office, I have not explored this issue any further.

Another question is whether in vacating any potential public interest in the right of way also removed the City's ownership interests in the ingress and egress access provided to Lot 2, as well as the City's ownership interests in the well and water lines? The latter are associated with the City being the owner of one of the four lots benefiting from the water related easements. The former are associated with the plat notes and dedications affecting Lots 2, 3 and 4. Removal of the ownership interests may require all four of the owners of the plat to get together and address this collectively. An unanswered question is whether or not that would be a plat amendment triggering yet another set of processes.

Attachment A - 1985 Polk Short Plat

Full two pages are attached. Providing clips of the notes in hopes that this is a bit easier to read.

Page 1 upper right corner

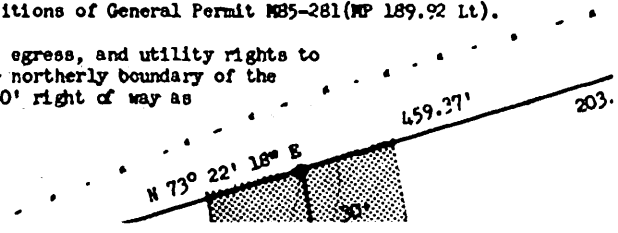
573244 POLK ST

PORTIONS OF THE SW 1/4 NE 1/4 SECTION 17, T28N, R13W, W.1

SCALE: 1" = 40'


NOTES

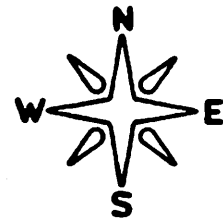
1. Lots on this short plat approved for single family residential use only.
2. Pursuant to section 7.27 of ordinance number 57 of 1975, a drainage plan for each lot shall be required prior to the development of any lots within this plat.
3. **WARNING:** Approval of this plat by the county does not constitute approval of either a building or septic tank permit for any lot within the plat, and those permits will have to be obtained by any purchaser or user of a particular lot, in compliance with all applicable state and county regulations.
4. All lots subject to the benefits of a well and water line easement and agreement as recorded under Auditor's File No. 460425.
5. Lot 1 subject to the conditions of Washington State Department of Transportation General Permit MS5-182(MP 189.96 Lt) and Lots 2,3, & 4 subject to conditions of General Permit MS5-281(MP 189.92 Lt). Both permits refer to approaches to State Highway 101.
6. Mr. Joe E. Polk will retain the right to grant ingress, egress, and utility rights to third parties as he chooses who own property along the northerly boundary of the Polk Short Plat. Said rights shall apply only to the 60' right of way as dedicated on this plat.



Page 1 lower right corner

Highway

- 3/4" iron pipes found-see Volume 2 of Short Plats at Page 73 and Volume 2 of Clallam County Survey Records at Page 12 and Volume 1 at Page 67 for more information.
- ⊗ Found nail set in notch of 30" DBH western hemlock tree. See record of survey as filed in Volume 4 of Clallam County Survey Records at Page 15.
- 3/4" x 3' iron pipes with plastic identification caps(#11983) set with 2 1/2" x 1 1/2" x 30" white guard stakes driven alongside.
- - - - - Approximate locations of old barbed wire fences found while performing this survey
-  Easement for ingress, egress, and utilities
- Bearing basis for this short plat taken from ties to a survey as found recorded in Volume 8 at Page 8 of Clallam County Survey Records.
- R/W calculations based on ties at Sta. 27+00(F-101\*59) which equals old R/W Sta. 206+41 and old R/W sheets as follows: Sheet 2 of 2 SR 101 Forks South Clallam County approved 10/20/36 and sheet 1 of 4 SR 101 Forks Prairie to Bogachiel River approved 10/19/37.



VOL 15 PAGE 96

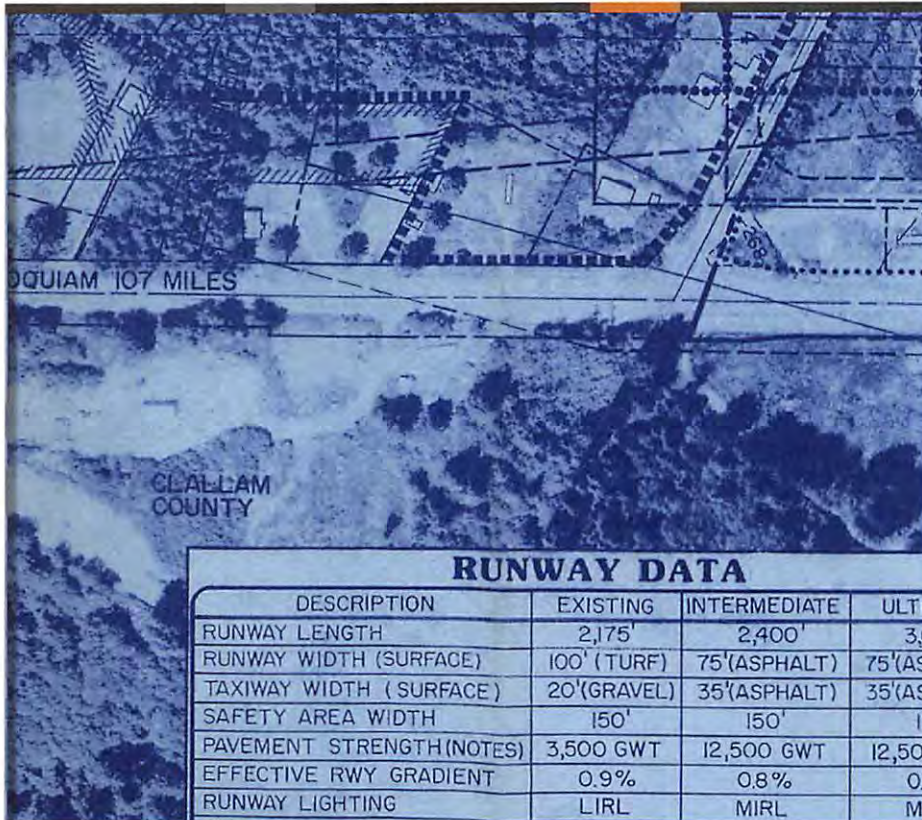
Attachment B

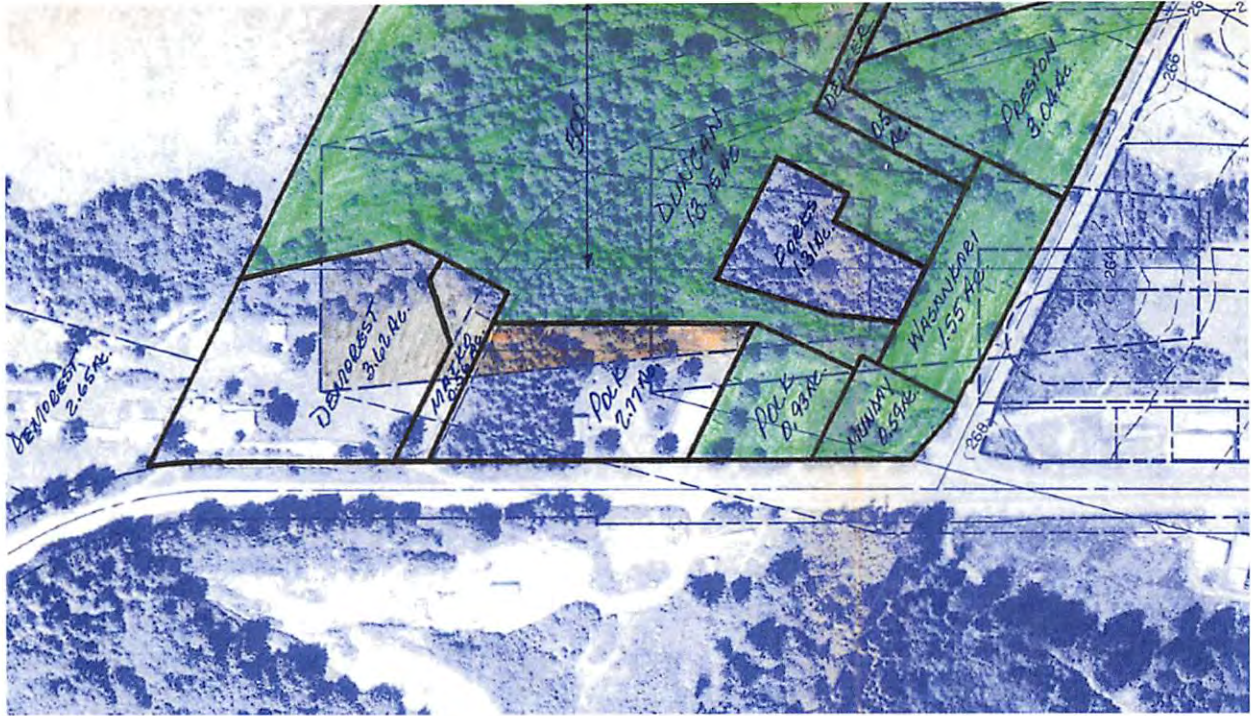
Proposed Avigation Easements - Dark Box Line shows City ownership at time this was drawn. Easements are show in the hash lines. The avigation easement area appears to impact Lots 2-4. Draft Airport Lay Out Plan - compare the draft airport acquisition map for the same area on the next page. The former was done after 1985 as the Polk Short Plat lots are clearly visible, while the latter were done before 12 Dec 1985 when the plat was filed.

Lots 2 & 4 of Polk Short Plat associated with one of the Primary Surfaces. Lot 2 was purchased by the City as noted above. In addition, it should be noted that Pauline Holmes signed a "Relinquishment of Interest in Real Estate" relinquishing only her interest in Lot 2 as a condition of her receiving a "relocation allowance in accordance with the relocation assistance" as she believed "she had an ownership and/or option-to-purchase interest in said Lot 2." See Auditor File No. 602066 signed 16 Mar 1988.

Lot 4 is subject to an avigation easement obtained by the City from Joe Polk found at Auditor File No. 608755 and also from Ramon Aceves-Juarez found at Auditor File No. 60756.

From materials in Dan Leinan's files, no avigation easement appears to have been filed on Lot 3 of said plat as the easements were filed in succession. Pauline Homes became the owner of Lot 3 on 12 Oct 1987 and a search for "Holmes" as either a grantor or grantee in the Auditor's online file system does not show any filed avigation easements between her and the City. It should be noted that only a small portion of Lot 3 would have been impacted by the proposed aviation easement and it is possible that no such easement was obtained due to the existence of the 30 easement/rightway in that portion of Lot 3.





Draft of the proposed Forks Airport acquisitions on the west side of Russell Road associated with 04 Forks Municipal Airport runway.



09995

460425

WELL AND WATER LINE EASEMENT AND AGREEMENT

The Grantor's: JAMES L. KLAHN and NAVARRE C. KLAHN, his wife and DONALD H. QUICK, a single man hereby agrees that the Grantee: JOE D. POLK unmarried, his heirs and assigns have the right to draw water for domestic purposes from the well located on Grantor's property described as Parcel A. below. For the benefit of the Grantee's property described as Parcel B. below. Together with an easement for the existing water line, as it now exists, for maintenance and repair.

James L. Klahn
Navarre C. Klahn
Donald H. Quick

Joe D. Polk

460425
976 OCT 29 PM 9:20
JAMES L. KLAHN
NAVARE C. KLAHN
DONALD H. QUICK
JOE D. POLK

Parcel A.

Beginning at a point on the Quarter section line 660 feet East of the Southwest Corner of the Southwest Quarter of the Northeast Quarter of Section 17, Township 28 North, Range 13 West of the Willamette Meridian; thence East 521 feet; thence North 23° West a distance of 589 feet to the south edge of U. S. Highway 101; thence West along the south edge of Highway 101 a distance of 306 feet; thence South a distance of 402 feet to the point of beginning.

Parcel B.

That portion of the Southwest Quarter of the Northeast Quarter in Section 17, Township 28 North, Range 13 West W.M., described as follows: Beginning at a point on the west boundary of the Forks Selalut County Road 27 rods due south and about 1 rod due west of the northeast corner of said subdivision; thence West 12 rods; thence West 180.5 feet to the northwest corner of a tract of land conveyed to Pauline Minke and W.L. Skinner by deed recorded under Auditor's File No. 184613 and the true point of beginning of this description; thence South 291 feet, more or less, to the northerly boundary of State Highway No. 9; thence southwesterly along said highway 470 feet, more or less, to the east line of a tract of land conveyed to J. S. Anderson by deed recorded under Auditor's File No. 149379; thence north along the east line of the tract conveyed to J. S. Anderson 294 feet, more or less, to the northeast corner thereof; thence northeasterly 470 feet, more or less, in a straight line to the true point of beginning.

ALSO, that portion of the Southwest Quarter of the Northeast Quarter of Section 17, Township 28 North, Range 13 West W.M., described as follows: Beginning at a point on the west boundary of the Forks Salelit county road 27 rods due south and 1 rod due west of the northeast corner of said subdivision; thence West 12 rods to the true point of beginning; thence West 180.5 feet; thence South 291 feet to the north boundary of State Highway 9; thence North 64°10' East along said north boundary 205.64 feet, more or less, to a point due south of the point of beginning; thence North 196.5 feet, more or less, to the point of beginning.

Situate in Clallam County, State of Washington.

STATE OF WASHINGTON,
County of Clallam

James L. & Navarre C. Klahn, husband & wife; Donald H. Quick, a single man; and Joe D. Polk, unmarried man

On this day personally appeared before me the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of OCTOBER, 1976.
Notary Public in and for the State of Washington

SP16E

460425

May 27th, 2021

The Honorable Tim Fletcher, Mayor  
and Members of the Forks City Council

CC: William R. Fleck, Forks City Attorney  
CC: Mr. & Mrs. Anthony & Sarah Demorest

Re: Request to Vacate Undeveloped Easement for portion of property located at 1770 South Forks Avenue, Forks Washington 98331.

Dear Mayor Fletcher and Members of the Forks City Council:

We are writing this letter to request that the Council approve vacating the 30-foot undeveloped easement that is situated at the southwest boarder of our residential property located at 1770 South Forks Avenue in Forks Washington (Clallam Country Tax Parcel No. 132817 139030). The Legal description is:

Lot 3 of Polk Short Plat records in volume 15 of Short Plats, page 96, under Clallam County Recording No. 573244, being a Short Plat of a portion of the Southwest Quarter of the Northeast Quarter of Section 17, Township 28 North Range 13 West. W.M., Clallam County.

Situated in the City of Forks, County of Clallam, State of Washington.

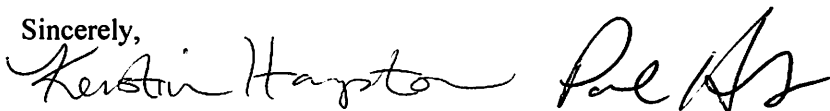
An easement identified as auditor's file No. 343043 and was created in 1985 in the survey records in Volume 15 page 96 (Dan P. Kousbaugh Professional Land Surveying). If this easement was vacated the City would still have access to their properties by way of Russell Road (see attached exhibits for additional information).

Attached as exhibits are Polk Short Plat with aerial view and parallel lines showing how the easement is situated on the property (Exhibit A). Also attached is Mr. Kousbaugh's Surveyor's Certification dated November 1985 (Exhibit B).

We are requesting that the City of Forks vacate the portion of this undeveloped easement, located at 1770 South Forks Ave. Forks, Washington 98331 that is located on our property.

Thank you for your time and consideration in this matter.

Sincerely,



Paul & Kerstin Hampton

**KEEFE COMMISSARY NETWORK, LLC**  
**COMMISSARY SERVICES AGREEMENT**

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and Forks Correctional Facility, located at 502 East Division Street, within Forks, Washington ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the following services which are detailed herein: the ordering of commissary items by inmates; the operation of and payment for commissary; payments to inmate trust accounts; an inmate package program; transferring funds from inmates' trust accounts to secure release cards upon their release; vending services; and the operation of a secure inmate tablet program (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the Keefe computer equipment ("Computer Equipment") and Keefe proprietary software ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software necessary to provide the Commissary Services. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will not sublicense, disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to 15 % of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit A of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission paid to Customer to reflect said increases. If other material conditions change due to causes beyond Keefe's control including, but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or other unforeseen conditions beyond Keefe's control, it is agreed that the parties shall adjust the commission paid to Customer to reflect the impact of the material change in circumstances.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit B, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit B. Except as provided for herein, no fees for this service will be borne by Customer.

7. **SECURE RELEASE SERVICE.** This Agreement includes Keefe's Secure Release™ Service, the terms of which are memorialized in Exhibit C, entitled "Secure Release Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

8. **PACKAGE PROGRAM.** This Agreement includes the MyCarePack Inmate Package Program Service. Keefe shall process and deliver orders placed through its MyCarePack website on the terms and conditions provided therein. Customer will be paid a commission for this

service equal to 15 % of all final MyCarePack sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Keefe shall deliver MyCarePack orders to Customer's facility one time per week Customer agrees that Keefe may charge a processing fee for each order which may be amended by Keefe from time to time.

9. **TERM & TERMINATION.** This Agreement shall become effective as of the 1st day of August, 2021, and shall continue in effect for a period of three (3) years (the "Base Term"). The Agreement will automatically renew for successive two-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall materially breach any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such material breach shall give the other party a written notice of such breach. If within thirty (30) days from such notice the material breach has not been cured, or the material breach is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, labor shortages, fires, floods, pandemics, epidemics, or other similar health scenarios, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

12. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Missouri, County of St. Louis,

or if it has or can acquire jurisdiction, the United States District Court for the Eastern District of Missouri, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of Missouri, without regard to any conflicts of law.

13. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

14. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15. **INDEMNIFICATION.** Keefe shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Keefe's negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Keefe against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Keefe. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

16. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

17. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

18. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

19. **CONFIDENTIALITY.** “Confidential Information” includes any non-public, confidential or proprietary information furnished by a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”) including, but not limited to, information relating to the Disclosing Party’s business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party’s possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

20. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.

21. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

22. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Act of 1974, as amended.

The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

23. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

24. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

**Forks Correctional Facility**

**Keefe Commissary Network, LLC**

By:  
Name:  
Title:  
Date:  
Address for Notice:

By:  
Name: John Puricelli  
Title: Executive Vice President  
Date:  
Address for Notice:  
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:  
General Counsel, TKC Holdings, Inc.  
1260 Andes Blvd., St. Louis MO 63132



**Exhibit A**  
**Noncommissioned Items**

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

[Tablet Time]

**Exhibit B**  
**Payment Services**

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
  - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
  - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
  - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
  - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
  - e. Keefe will provide sufficient promotional material to be posted by Customer.
  - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
  - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
  - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
  - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.

- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
  - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
  - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit B and/or its negligence in the performance of its duties hereunder.
  - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
  - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
5. **Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.
6. **Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit B within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
  - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
  - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.

9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT B, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT B, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

**Exhibit C**  
**Secure Release Prepaid Debit Card Release**

- 1. Release Services.** Keefe shall provide technical support and coordination for the following Secure Release inmate trust fund release services (“Release Services”) for processing inmate trust fund balances to Customer inmates at time of release from the Customer:

***Prepaid Debit Cards*** (“Cards”): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

\* Additional Release Services may be made available to the Customer throughout the term of this Agreement and shall become part of this Agreement with the Customer’s acceptance. No Release Services shall be implemented without Customer approval. Another card brand, issuing bank or program manager may be substituted during the term of this Agreement at Keefe’s discretion and shall not constitute an “Additional Release Service.” The Customer will be notified in advance in writing of any such change.

- 2. Maintenance of Designated Account.** Customer agrees to maintain an account at the following bank (“Designated Account”) from which funds will be withdrawn by Keefe and sent to Cache Valley Bank, which issues the Cards:

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
Routing Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Bank Contact Name and Title: \_\_\_\_\_  
Bank Contact Phone Number: \_\_\_\_\_

- 3. Authorization to Withdraw Funds from Designated Account.** Customer hereby authorizes Keefe to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due Keefe provided for in this Agreement. Keefe shall notify Customer if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Keefe. Customer shall promptly pay such amount to Keefe. Keefe will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

This authorization is to remain in full force and effect until Keefe has received written notification from Customer of its termination in such time and in such manner as to afford Keefe and the bank named above reasonable opportunity to act on it. Customer shall give Keefe no less than three banking business days’ notice if the Designated Account is to be changed so as to allow enough time for Keefe to make the necessary system modifications.

- 4. Responsibilities of the Customer.** All responsibilities of the Customer are outlined in the “Security Requirements for the Storage of Prepaid Cards”, which are attached hereto and

incorporated herein by reference. Keefe reserves the right to modify the “Security Requirements for the Storage of Prepaid Cards”; provided, however, Keefe shall notify the Customer of any such change in advance in writing.

5. **Representation and Warranty of Customer.** Customer represents and warrants that it is lawful in its respective jurisdiction of Forks County, Washington, to provide the Release Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Release Services.
6. **Fees and Charges.** Keefe shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. “Coordination Fees” are in accordance with the fee structure located in the document entitled “Inmate Release Card Program Fees”, which is attached hereto and incorporated herein by reference. All fees shall be assessed to the card holder/inmate.
7. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the Release Services.  
**\*Taxes should not be levied on the issuance of a Card unless Customer’s laws dictate such.**
8. **Equipment.** Upon expiration or termination of this Agreement, Customer agrees that all equipment and materials remain the property of Keefe and upon expiration or termination of this Agreement Keefe agrees to promptly remove all equipment and materials from the above mentioned Customer. Customer shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per the “Security Requirements for the Storage of Prepaid Cards”.
9. **Exclusivity.** Customer acknowledges that Keefe has the sole and exclusive right and authority to provide the Release Services for all inmate accounts under the Customer’s control and Customer shall not, throughout the term of the Agreement, engage the services of any other company to provide such Release Services.
10. **Fiduciary Responsibility.** Customer agrees that it shall, to the full extent allowed by law, assume all liability for any Customer related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Customer inmates.

## **Security Requirements for the Storage of Prepaid Cards**

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

### **Card Ordering**

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

### **Card Inventory**

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

### **Card Destruction**

Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Attachment A, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

**Attachment A**

**Certificate of Destruction of Defective or Damaged Cards**

I \_\_\_\_\_ certify that the cards listed below were either damaged or defective.  
 I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than 1/4 " by 1/2" in size.

Destruction Date (mm/dd/yyyy)	Card Number	Expiration	Name (first, last)	Signature



# Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Monthly Maintenance Fee*	\$3.95
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$3.95
Domestic ATM Fees***	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95
International ATM Fees***	\$3.95
ATM Decline International Fee	\$3.95
Replacement of lost or stolen card	\$0.00
Account Closure Fee/Request for Balance by Check	FREE

\* After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account. Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

\*\* If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month. Until the card has been validated (used for a transaction).

\*\*\*Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\*Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

\*\*\*\*\*Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at [www.accessfreedomcard.com](http://www.accessfreedomcard.com). You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clientes:  
Toll Free from U.S.A. – (888) 609-0008  
[www.accessfreedomcard.com](http://www.accessfreedomcard.com)

## **Proposal/Executive Summary**

In the following proposal Keefe details our ability to exceed Forks Correctional Facility (WA) expectations as their Inmate Commissary provider. Keefe appreciates your interest in a commissary partnership and looks forward to working with you in the future.

Keefe has accounted for all needed aspects of the commissary operation including using KCN software on CTEL kiosk and phone . The following is a brief summary of the contents of this proposal.

### **Commissary Services Overview:**

- Taking advantage of easier order entry by using KCN software on CTEL kiosk (per your request)
  - The Integration between CTEL kiosk, KeepTrack Banking software and Commissary online at no cost to the county
- Allow friends and families be able to order commissary from us on the MCP site.
- Provide deposit services with phone and web.
  - Add Deposits
    - Using Access Corrections App, [accesscorrections.com](http://accesscorrections.com), any of 800+ kiosk locations
    - Call our toll-free number to reach a live, bilingual customer service agent 24/7,
    - Walk-in Retailer - Users can register at [cashpaytoday.com](http://cashpaytoday.com), get a barcode and make a cash deposit where they shop, including Dollar General, Speedway, Family Dollar, CVS, 7-Eleven and other regional retailers
  - Access Corrections trust fund deposit service allows family and friends to deposit money into an inmate's account in the easiest, most efficient way available. The program is designed to automate and streamline deposit transaction processes, deter fraud and allow agency staff to focus on maintaining security.
  - Secure Deposits offers an inmate's family and friends an easy, immediate way to provide their loved ones with spending money, which translates to less workload for your staff and greater return to your agency. The best part is that we offer this service at no cost to you and your agency experiences the many benefits Secure Deposits technology brings.
- Commissary commission 15%

- Keefe is including increased profits to the county while helping inmate family members by adding Securepak at 15% commission
  - Access Securepak Custom Package Program is the correctional industry's most comprehensive, flexible and user-friendly inmate package program.
  - We'll create a customized, hassle-free program based on your particular preferences and we make it easy and convenient for customers to place orders, either online, by phone or with pre-printed forms.
  - As part of your Securepak program, we'll create a customized, user-friendly website that shows your approved menu and enforces all your regulations and order limitations. Users will be able to place package orders online 24 hours a day, seven days a week and automatically receive a confirmation that it's being processed.
- Full access to our large product selection for in house commissary orders and online package orders.
- To prove our commitment to you we will provide a new 3 year contract term. Plus 2 - 1 year renewals
- Secure Release
  - With our service, inmate trust fund balances are loaded onto pre-paid debit cards rather than release checks which contain bank account and routing numbers. The best part is that we offer this service at no cost to you—we furnish all the hardware, software and technical support, and your agency experiences the benefits Access Secure Release technology brings:
  - Check fraud is eliminated, and your staff no longer needs to manage and reconcile cash and checks.  
Inmates have access to 100% of their funds with a card that works everywhere MasterCard is accepted. Up to \$9,700 can be loaded on a card.
  - Because they're only able to spend what's on the card, cardholders also have a greater ability to remain debt free. There's no surcharge at MoneyPass ATMs, and they can avoid fees altogether by getting cash back at point-of-sale transactions, getting a balance advance from participating financial institutions or transferring funds from the card to their bank accounts.

**Our offers include:**

**KCN will provide all software, supplies, support, warranties and training with regard to Commissary and Banking services.**

- Keefe has offered the **leading technology in the industry for Inmate Trust and Commissary Ordering**. Keefe will provide software and training necessary, free of charge. Keefe will also provide 24 hour, 7 day a week, 365 day a year *in-house* support of our technology.
- Keefe has more than **1,500,000 square feet** throughout our **18 distribution and service centers** containing over **\$80 million in product** that limits shortages and out of stock items, and allow the County to enhance their current menu, providing for a wider and more diverse product selection which will directly increase commissions to the facility.

Keefe views each account as a true partnership. Our company mission statement of ***'Satisfying our Customers with Integrity and Innovation'*** resonates with everything we do. The best measure of our success is to evaluate our retention rates. Simply put, customers who partner with Keefe, stay with Keefe. In the Western Region alone, we have had over 95% of our contracts renewed, extended or re-awarded in the past seven years! Our focus on trust, accountability and responsibility leads to these remarkable results for the long term.

Keefe Commissary Network is solely dedicated to commissary services and all aspects of enhancing financial return to the Forks Correctional Facility (WA) and exceptional service to the inmate population and their loved ones. We are happy to address any concerns or negotiate any aspect of our proposal, should the need arise.

**We look forward to the opportunity to continue our partnership with Forks Correctional**

## Vaisala National Lightning Detection Network (NLDN)

Most accurate and dependable lightning detection across the continental U.S.

### Key benefits

#### Available today at no capital costs

Providing real-time data for you, without the need to purchase, install, or maintain any sensor equipment or processing systems, and available to you almost immediately.

#### Data you can count on

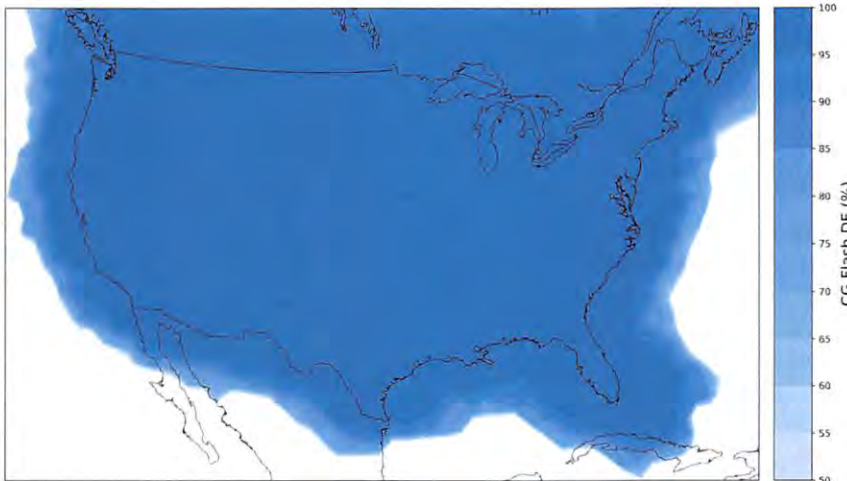
Delivers the precision necessary for the most efficient safety operations, premier meteorological applications, and transmission line reliability, trusted by federal agencies, the biggest power utilities, and the world's largest airlines.

#### Quick, easy access

With better than 99.99% uptime, Vaisala NLDN data has about 12-second latency and is delivered over a variety of real-time feed methods, file types, and APIs. Historical data can also be easily accessed and analyzed.

#### Robust and comprehensive

Unlike other available solutions, NLDN offers uniform detection and accuracy across the entire continental U.S. thanks to superior technology and network design. The NLDN detects more lightning events over the continental U.S. than any other network.



A powerful force of nature, lightning can cause serious harm or damage in an instant. Vaisala National Lightning Detection Network (NLDN) prepares organizations before lightning strikes near them by delivering scientifically accurate total lightning data from across the United States in real time. Equipped with best-in-class information about the location, time, and type of lightning, organizations can make better decisions to safeguard personnel, protect assets, deploy resources, and minimize downtime.

Unique in its superior ability to differentiate between cloud-to-ground and in-cloud events, Vaisala NLDN thunderstorm detection efficiency rate is near 100%, with an event location accuracy better than 150m and timing down to the microsecond. This high level of precision and accuracy gives organizations the information they need to quickly assess risk, issue hazardous weather warnings, prepare for potential power outages, or investigate the cause of fire damage — all without maintaining a detection system or hardware of their own.

## NLDN at a glance

### Applications

- Earlier and more accurate detection of hazardous weather conditions to inform decisions regarding airport and other outside personnel to maximize safety while minimizing costly downtime.
- Support meteorological agencies and organizations by providing critical input data for models and severe weather forecasting.
- Better prepare for storm-related power outages by rerouting power transmission earlier or preemptively deploy personnel to strategic locations.
- Aid reliability of the power grid by providing utilities with precision lightning information to ensure networks are sufficiently robust and comply with regulatory standards.
- Create lightning alerts to inform people about severe weather and lightning risks.
- Enable investigation of lightning as the cause of property damage or fire.

### Key features

**Around the clock detection with superior accuracy**, NLDN detection efficiency for cloud-to-ground flashes is greater than 95%, with overall classification accuracy of 85-90% and median location accuracy of 150m or better.

**Comprehensive data** without installing or maintaining a single sensor, decreasing real estate and operational costs.

**A 30-year history of the highest quality lightning detection**, creating a historical record of lightning data for meteorological or operational purposes.

## Why Vaisala?

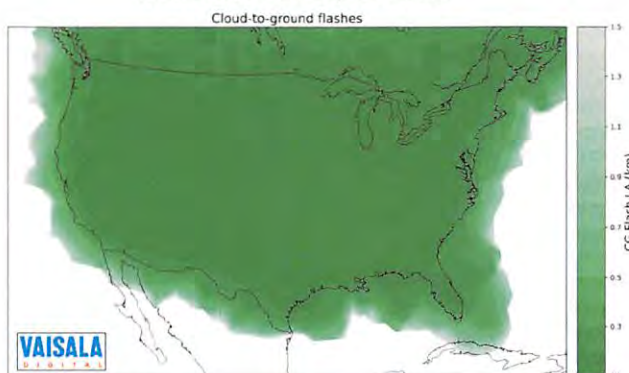
### The industry's leading lightning detection network

For the past 30 years, Vaisala has been trusted by government agencies and private business to provide the highest-quality lightning detection information. By eliminating inconsistencies in detection and analysis, Vaisala NLDN gives organizations the best information available to drive critical decisions about safety, compliance, and other operational concerns.

### Support and services you can count on

Look to Vaisala for dependable support, project capabilities, and training so you can get the most from your system. With decades of experience providing the best technologies and the finest support, Vaisala's philosophy of partnership is unmatched in the industry.

NLDN Location Accuracy over CONUS



**VAISALA**  
DIGITAL

[www.vaisala.com/lightning](http://www.vaisala.com/lightning)



Scan the code for more information

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## Northwest River Forecast Center ESP Natural Volumes Period Rankings

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APR-SEP

Select Period:

CALAWAH - NEAR FORKS (CALW1) Period Rankings - 1948 to 2021 APR-SEP Normal - 158 (KAF)				
Rank	Year	Period Volume (KAF)	Percent of Normal	Exceedance Probability*
1	1997	295.00	187	1.389 %
2	1981	236.80	150	2.778 %
3	1974	233.80	148	4.167 %
4	2010	226.60	143	5.556 %
5	1969	221.00	140	6.944 %
6	1959	215.40	136	8.333 %
7	2011	210.30	133	9.722 %
8	1988	209.40	133	11.111 %
9	1960	205.40	130	12.500 %
10	1993	202.20	128	13.889 %
11	1972	198.40	126	15.278 %
12	1991	194.80	123	16.667 %
13	2012	191.80	121	18.056 %
14	2013	190.30	120	19.444 %
15	2001	189.30	120	20.833 %
16	1983	188.40	119	22.222 %
17	2000	184.40	117	23.611 %
18	2005	182.00	115	25.000 %
19	1968	180.80	114	26.389 %
20	1984	179.80	114	27.778 %
21	1955	177.90	113	29.167 %
22	1950	174.60	111	30.556 %
23	1986	161.60	102	31.944 %
24	1978	160.50	102	33.333 %
25	1970	158.20	100	34.722 %
26	2014	158.00	100	36.111 %
27	1999	156.30	99	37.500 %
28	2002	155.10	98	38.889 %
29	2007	154.30	98	40.278 %
30	1980	153.80	97	41.667 %
31	1976	152.40	96	43.056 %
32	1996	150.40	95	44.444 %
33	2020	148.00	94	45.833 %
34	2018	147.28	93	47.222 %
35	2008	146.00	92	48.611 %
36	1962	145.50	92	50.000 %
37	1977	141.20	89	51.389 %
38	1964	141.10	89	52.778 %
39	1982	140.80	89	54.167 %
40	1963	139.60	88	55.556 %
41	1985	138.60	88	56.944 %
42	1971	138.20	87	58.333 %
43	1987	136.60	86	59.722 %
44	1994	135.80	86	61.111 %
45	1990	134.60	85	62.500 %
46	1979	134.20	85	63.889 %

47	1956	134.20	85	65.278 %
48	1953	134.00	85	66.667 %
49	1989	130.20	82	68.056 %
50	1975	129.90	82	69.444 %
51	1961	129.30	82	70.833 %
52	1973	128.50	81	72.222 %
53	1954	127.80	81	73.611 %
54	1957	127.60	81	75.000 %
55	2003	127.10	80	76.389 %
56	2009	123.30	78	77.778 %
57	1992	123.30	78	79.167 %
58	1965	120.40	76	80.556 %
59	1952	110.30	70	81.944 %
60	2006	105.70	67	83.333 %
61	1958	104.90	66	84.722 %
62	2019	100.75	64	86.111 %
63	1995	100.00	63	87.500 %
64	2004	95.50	60	88.889 %
65	1967	93.20	59	90.278 %
66	2015	92.20	58	91.667 %
67	1966	78.40	50	93.056 %
68	1998	77.40	49	94.444 %
69	2016	73.40	46	95.833 %
70	2021	69.23	44	97.222 %
71	1951	59.20	37	98.611 %

\***Exceedance Probability:** The probability that a specific seasonal volume will be exceeded.

Note: Year(s) that contain missing data are not ranked: 2017



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## Steven Gaydeski

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**From:** cewebregistration@greenriver.edu@notification.campusce.com on behalf of cewebregistration@greenriver.edu  
**Sent:** Monday, June 7, 2021 12:35 PM  
**To:** Steven Gaydeski  
**Subject:** Registration Confirmation

Dear **Steven Gaydeski**,

Here's the status of your order:

**Order Number: 210455**

Order Placed: 6/7/2021

Class: **Wastewater Treatment I and II Certification Exam Preparation (L113)**

Date: **7/20/2021-7/22/2021** Time: **8:00 AM-4:30 PM**

Number of Sections: 3

Location: **Auburn Center, Room: AC-160**

~~Facility Address: 1221 D Street NE, Auburn, WA, 98002~~

Instructor: Eric Shea

Status: **Registered**

**Payment Information:**

Order Total: \$ 400.00

Amount Paid: \$ 400.00

---

Balance Due: **\$ 0.00**

For additional questions or to review our payment, cancellation and refund policy - please use the contact information listed at the end of this email.

**REGISTRATION KEY:**

**Pending** - Your order has not yet been completed yet. You will receive an e-mail confirmation once it has been processed.

**Reg Not Paid** - We are awaiting purchase order payment for the class or your online payment was not successfully processed.

**Registered** - You are enrolled in the class. Nothing further is required at this time.

**Drop Refunded** - You have been removed from the class roster.

**WETRC Office:**

Email: [wetrc@greenriver.edu](mailto:wetrc@greenriver.edu)

WEB: [www.wetrc.org](http://www.wetrc.org)

Phone: 253-288-3369

**Continuing Education Office:**

Email: [cewebregistration@greenriver.edu](mailto:cewebregistration@greenriver.edu)

WEB: [www.greenriver.edu/ce](http://www.greenriver.edu/ce)

Phone: 253-833-9111, ext. 2535

Main Campus	Kent Campus	Auburn Center *NEW*	Enumclaw Campus
12401 SE 320th St, Auburn	417 Ramsay Way #112, Kent	1221 D St NE, Auburn	1414 Griffin Ave, Enumclaw

Thinking about college? Know someone who is? Explore the options at [Green River College](http://Green River College).

## Steven Gaydeski

---

**From:** PSI Customer Service <schedule@goamp.com>  
**Sent:** Thursday, July 15, 2021 8:18 AM  
**To:** Steven Gaydeski  
**Subject:** Appointment Confirmation for WAWW01738 STEVEN G GAYDESKI

### IDENTIFICATION:

To gain admission to the test center, you must present two forms of identification, one with a current photograph. Both forms of identification must

STEVEN G GAYDESKI,

You are scheduled to take the following exam(s) on 07/27/2021 at 09:30 AM at the Bremerton - Avian Flight\* test center:

Your ID# is WAWW01738

Wastewater Treatment Plant Operator Group II Examination; Your confirmation number is SC4595450; The examination time limit is 3 hour(s).

The test center address is:

**8900 State Hwy 3 SW Suite 101 Bremerton National Airport  
Bremerton WA 98312**

**DIRECTIONS:** From Tacoma Narrows Bridge: Continue to Kitsap County (23.2 mi). Take exit 28 to WA-3 S. (4.1 mi). Destination is on left in Bremerton Airport. From Bremerton/Seattle Ferry: Take Ferry Dock to Burwell St. (0.3 mi). Continue to N. Callow which becomes S. Charleston (1.5 mi). L at fork to WA-3 S, follow signs to WA-3 S (2.2 mi). Continue on WA-3 S (4.1 mi). Destination is on left in Bremerton Airport. From Hood Canal Bridge: Head SE on WA-104 E (0.8 mi). Turn Rt. onto WA-3 S (25.4 mi). Continue on WA-3 S (4.1 mi). Destination is on left in Bremerton Airport. From Port Orchard: Take WA-160/WA-166 (2.7 mi). Merge onto WA-16 W (.5 mi). Take the ramp toward WA-3 S/Belfair/Shelton. Turn left onto WA-3 (4.1 mi). Destination is on left in Bremerton Airport. From Shelton: Head N on WA-3 N (25.8 mi). Destination is on right in Bremerton Airport.

For a map to this test center, please visit our website at <http://schedule.psiexams.com>. Choose the required information, then click on 'Locate Testing Center'.

Your payment in the amount of \$102 was received on 07/15/2021 for the Wastewater Treatment Plant Operator Group II Examination. If you need any further assistance, please contact: Candidate Support Center (833) 256-1420 \*Please note that verification of payment does not indicate exam eligibility.

### **IDENTIFICATION**

\*ID must be current and include your current name and signature.

\*You MUST bring one of the following: driver's license with photograph; state identification card with



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## Flagger Certification Training Course

This class prepares students to receive a Flagger Certification card, which is valid for 3 years in Washington, Oregon, Idaho and Montana.

Students must be at least 18 years old and must bring a valid State I.D. Card or Drivers License to the class. There is an open book test at the end of class in which you must have a passing score of 80% in order to receive your certification.

### Course Details

- Class is eight hours long
- Students receive Traffic Control Flagger Certification Handbook (yours to keep and reference on the job)
- Students take an open book test at the end of the class
- Successful completers receive a Flagger Certification Card
- Students must be at least 18 years of age

*Kareen + Oscar  
attended*



## Flagger Certification Training Course

**Course fee:** \$85.00

**Registration fee:** \$5.00

**Dates:** 7/30/2021 - 7/30/2021

**Times:** 8:00 AM - 5:00 PM

**Days:** F

**Sessions:** 1

**Building:** PUB (<https://pencol.edu/locations/main-campus/campus-map>)

**Instructor:** Larry Guenther

This class prepares students to receive a Flagger Certification card, which is valid for 3 years in Washington, Or Montana.

Students must be at least 18 years old and must bring a valid State I.D. Card or Drivers License to the class. Th book test at the end of class in which you must have a passing score of 80% in order to receive your certification

### Course Details

- Class is eight hours long
- Students receive Traffic Control Flagger Certification Handbook (yours to keep and reference on the job)
- Students take an open book test at the end of the class
- Successful completers receive a Flagger Certification Card
- Students must be at least 18 years of age

*This training course is offered in-person at the main PC campus in Port Angeles.*

[Course requirements \(https://www.campusce.net/pencol/course/course.aspx?catId=78\)](https://www.campusce.net/pencol/course/course.aspx?catId=78)

[Campus map \(https://pencol.edu/locations/main-campus/campus-map\)](https://pencol.edu/locations/main-campus/campus-map)

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## Flagger Certification Training Course

**Course fee:** \$85.00

**Registration fee:** \$5.00

**Dates:** 9/25/2021 - 9/25/2021

**Times:** 8:00 AM - 5:00 PM

**Days:** Sa

**Sessions:** 1

**Building:** Port Townsend Campus

<https://www.google.com/maps/place/Eisenhower+Ave,+Port+Townsend+WA+98368/@48.1814,-122.771802,17z/data=!3m1!1e3!1m1!1s0x548feda1d435c6c3:0x5e325122.7696133>

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- Successful completers receive a Flagger Certification Card
- Students must be at least 18 years of age

*This training course is offered in-person at the Port Townsend campus at Fort Worden.*

[Course requirements \(https://www.campusce.net/pencol/course/course.aspx?catId=78\)](https://www.campusce.net/pencol/course/course.aspx?catId=78)

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education)

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[fbclid=IwAR1brz5tx0VeDj4rjyjYpHNngj7xCT6oW7LG\\_CNBNgs1tqJUyciqYzxxQqjg](https://lp.constantcontactpages.com/fbclid=IwAR1brz5tx0VeDj4rjyjYpHNngj7xCT6oW7LG_CNBNgs1tqJUyciqYzxxQqjg)