

City of Forks  
Council Meeting Minutes Regular Session  
City Council Chambers  
February 24, 2025 7:30 p.m.

**Part 1 PLEDGE OF ALLEGIANCE AND CALL TO ORDER**

- 0:03 Mayor *pro tem* Soha led the Pledge of Allegiance and then called the meeting to order at 7:30 p.m.

**ROLL CALL**

- 0:24 Council members present: A. Grant, Wood, Soha, Gingell, and R. Grant. Absent: Mayor Fletcher. Staff present: DePew, Clerk/Treasurer, Fleck, Attorney/Planner, Rowley, Police Chief, and Hampton, Public Works Director.

**MODIFICATIONS/APPROVAL OF AGENDA**

- 0:40 Clerk/Treasurer DePew announced there would be a 20-minute Executive Session to consider the minimum price for a lease of City property.
- 1:10 **Motion** to approve the agenda as presented by Gingell, second Wood, motion carried.

**PUBLIC COMMENT**

- 1:40 Jerri Witherspoon, who resides at 360 Trillium Ave, complained about the number of animals the owner of 371 Trillium Ave is keeping, as well as the conditions in which the animals and property are kept. She feels the Forks Municipal Code needs to be changed to deal with such issues.
- 6:07 Lissy Andros, Director, Forks Chamber of Commerce said she had attended a meeting of the Jefferson County Commissioners, where the Upper Hoh Road was discussed. She said there is currently no plan to repair the road, and that she hopes the City will continue to advocate for repairs.
- 8:02 John Witherspoon, who also resides at 360 Trillium Ave, asked that the City report the situation at 371 Trillium Ave to Clallam County Health & Human Services.

**ACTION ITEMS**

**1. Minutes of Regular Meeting held February 10, 2025**

- 9:43 **Motion** to approve minutes of the Regular Meeting held February 10, 2025 by Wood, second R. Grant, motion carried.
- 10:02 **2. Motion** to approve manual checks 44060 through 44061 in the amount of \$39,434.42, payroll checks 44062 through 44076 in the amount of \$84,177.06, and claim checks 44077 through 44108 and EFTs as included in the total amount of \$322,177.76 by R. Grant, second Gingell, motion carried.

**DISCUSSION ITEMS**

10:53 **1. Quileute Tribe PILT**

Attorney/Planner Fleck introduced the Quileute Tribe's response to some issues raised by the City with regard to the proposed intergovernmental agreement with the Quileute Tribe, as well as documentation outlining the economic and community benefits of tribes in Washington State. Discussion ensued.

28:33 **2. Park Board Minutes**

Mayor *pro tem* read Tillicum Park Board meeting minutes from February 13, 2025 aloud.

**3. Council Member Reports**

30:11 **Council Member Gingell** said he would like to discuss animal control codes at a future date.

30:22 **Council Member R. Grant** said he would also like to discuss animal control codes, as well as possible avenues for dealing with animal cruelty, and health and sanitation issues at a future date.

**4. Staff Reports**

32:18 **Police Chief Rowley** explained the part his department plays in animal control issues, noting that the law prevents them from doing very much.

38:38 **Attorney/Planner Fleck** reported two upcoming public hearings, one on a conditional use application and another on a proposed zoning code amendment.

**4. Mayor's Report**

There was no Mayor's report.

40:50 At 8:12 p.m., Mayor *pro tem* Soha called for a short break before recessing for the Executive Session at 8:14 p.m.

**5. Executive Session**

Council recessed into Executive Session for 20 minutes to consider the minimum price for a lease of City property at 8:14 p.m. to end at 8:34 p.m.

Part 2

0:02 Mayor *pro tem* Soha reconvened the Regular Meeting at 8:34 p.m.

**6. ADJOURNMENT**

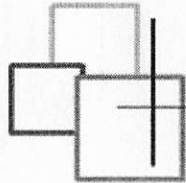
0:03 **Motion** to adjourn by R. Grant, second Wood, motion carried. Meeting adjourned at 8:34 p.m.

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Tim Fletcher, Mayor

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Caryn DePew, Clerk/Treasurer



## Voucher Directory

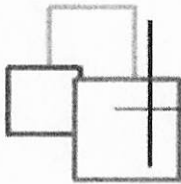
Fiscal: : 2025 - February

Council Date: : 2025 - February - Manuals Second Council

Vendor	Number	Reference	Account Number	Description	Amount
Clallam County PUD	44109				
		022025/PUD			
			PUD		
			001-000-000-512-52-47-00	PUD Services	\$529.79
			001-000-000-514-23-47-00	PUD Services	\$373.97
			001-000-000-521-20-47-00	PUD Services	\$623.29
			001-000-000-523-61-47-00	PUD Services	\$716.78
			001-000-000-576-80-47-00	PUD Services	\$56.57
			001-000-000-576-80-47-00	PUD Services	\$90.92
			001-000-000-576-80-47-71	PUD Services	\$79.14
			001-000-000-576-80-47-72	PUD Services	\$84.29
			001-000-000-576-80-47-73	PUD Services	\$187.02
			101-000-000-542-31-47-00	PUD Services	\$70.35
			101-000-000-542-31-47-00	PUD Services	\$228.90
			101-000-000-542-31-47-00	PUD Services	\$678.58
			101-000-000-542-31-47-00	PUD Services	\$68.87
			150-000-000-547-10-47-01	PUD Services	\$643.43
			400-000-000-534-80-47-00	PUD Services	\$181.35
			400-000-000-534-80-47-00	PUD Services	\$436.30
			400-000-000-534-80-47-00	PUD Services	\$61.35
			400-000-000-534-80-47-41	PUD Services	\$714.24
			400-000-000-534-80-47-42	PUD Services	\$1,100.20
			400-000-000-534-80-47-44	PUD Services	\$342.94
			400-000-000-534-80-47-46	PUD Services	\$173.24

Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-47-00	PUD Services	\$155.82
			402-000-000-535-80-47-50	PUD-Biosolids Bldg	\$1,003.05
			402-000-000-535-80-47-51	PUD-Pump Station	\$116.13
			402-000-000-535-80-47-52	PUD-Lab	\$2,155.79
			410-000-000-546-10-47-00	PUD Services	\$424.21
			410-000-000-552-10-47-00	PUD Services	\$280.48
			410-000-000-552-50-47-00	PUD Services	\$613.44
			410-000-000-575-50-47-00	PUD Services	\$1,291.88
			412-000-000-546-10-47-00	PUD Services	\$52.45
			412-000-000-546-10-47-00	PUD Services	\$84.61
			412-000-000-546-10-47-00	PUD Services	\$113.16
		Total 022025/PUD			\$13,732.54
	Total 44109				\$13,732.54
Total Clallam County PUD					\$13,732.54
Grand Total		Vendor Count	1		\$13,732.54





## Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2025 - February - Manuals Second Council

Fund Number	Description	Amount
001	General Fund	\$2,741.77
101	Street	\$1,046.70
150	Transit Center Fund	\$643.43
400	Water	\$3,009.62
402	Sewer	\$3,430.79
410	Airport/Industrial Park	\$2,610.01
412	Quillayute Airport	\$250.22
Count: 7		\$13,732.54

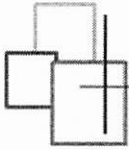
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a 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

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

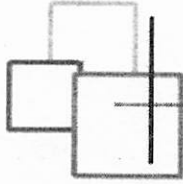
Audited and ordered paid by Forks City Council:

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



## Register

Number	Name	Fiscal Description	Amount
<u>44110</u>	AFLAC Remittance Processing	2025 - March - First Council Date	\$21.00
<u>44111</u>	AWC Employee Benefit Trust	2025 - March - First Council Date	\$50,943.69
<u>44112</u>	AWC Life Ins - Supplemental	2025 - March - First Council Date	\$36.20
<u>44113</u>	City of Forks	2025 - March - First Council Date	\$101.00
<u>44114</u>	Department of Employment Security	2025 - March - First Council Date	\$131.71
<u>44115</u>	Dept of Labor & Industry	2025 - March - First Council Date	\$1,807.47
<u>44116</u>	Dept of Retirement - Def Comp	2025 - March - First Council Date	\$477.60
<u>44117</u>	Dept of Retirement Systems-LEOFF	2025 - March - First Council Date	\$2,160.77
<u>44118</u>	Dept of Retirement Systems-PERS 2	2025 - March - First Council Date	\$4,860.03
<u>44119</u>	Dept of Retirement Systems-PERS 3	2025 - March - First Council Date	\$904.36
<u>44120</u>	Dept of Retirement Systems-PSERS	2025 - March - First Council Date	\$2,076.62
<u>44121</u>	EFTPS	2025 - March - First Council Date	\$15,396.76
<u>44122</u>	Employment Security Dept - PFML	2025 - March - First Council Date	\$434.63
<u>44123</u>	HRA Veba Trust	2025 - March - First Council Date	\$976.33
<u>44124</u>	Northwest Administrators	2025 - March - First Council Date	\$3,362.10
<u>44125</u>	Teamsters Local 589	2025 - March - First Council Date	\$261.50
<u>44126</u>	United Way	2025 - March - First Council Date	\$37.00
<u>44127</u>	WA Cares	2025 - March - First Council Date	\$271.11
<u>Direct Deposit Run -</u> <u>3/3/2025</u>	Payroll Vendor	2025 - March - First Council Date	\$48,623.18
			<b>\$132,883.06</b>



## Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2025 - March - First Council Date

Fund Number	Description	Amount
001	General Fund	\$69,936.58
101	Street	\$8,502.38
150	Transit Center Fund	\$713.91
400	Water	\$32,893.25
402	Sewer	\$13,798.75
410	Airport/Industrial Park	\$7,038.19
	Count: 6	\$132,883.06

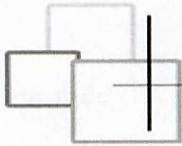
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a 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: : 2025 - March

Council Date: : 2025 - March - First Council Date

Vendor	Number	Reference	Account Number	Description	Amount
<b>Bruch and Bruch Construction, Inc.</b>					
	44128		<b>2025 - March - First Council Date</b>		
		2502007-IN			
			Road Sand		
			101-000-000-542-31-31-00	Operating Supplies	\$1,292.34
		Total 2502007-IN			\$1,292.34
	Total 44128				\$1,292.34
Total Bruch and Bruch Construction, Inc.					\$1,292.34
<b>Bud Clary Chevrolet</b>					
	44129		<b>2025 - March - First Council Date</b>		
		3RU272X			
			2024 Ford Explorer-Patrol		
			001-000-000-594-21-64-00	Equipment	\$56,354.99
		Total 3RU272X			\$56,354.99
	Total 44129				\$56,354.99
Total Bud Clary Chevrolet					\$56,354.99
<b>C C District Court II</b>					
	44130		<b>2025 - March - First Council Date</b>		
		032025/CCDC2			
			Cases Filed		
			001-000-000-512-52-41-02	Cases Filed	\$1,303.00
		Total 032025/CCDC2			\$1,303.00
	Total 44130				\$1,303.00
Total C C District Court II					\$1,303.00

Vendor	Number	Reference	Account Number	Description	Amount
<b>C.C. Dept Of Health &amp; Human Service</b>					
	44131		<b>2025 - March - First Council Date</b>		
		25-0120			
			Testing		
			400-000-000-534-80-41-42	Testing	\$126.00
		Total 25-0120			\$126.00
	Total 44131				\$126.00
<b>Total C.C. Dept Of Health &amp; Human Service</b>					<b>\$126.00</b>
 <b>Carradine, Tim</b>					
	44132		<b>2025 - March - First Council Date</b>		
		7171			
			IT Support		
			001-000-000-511-61-41-00	Professional Services	\$54.30
			001-000-000-514-23-48-02	Computer Repair	\$336.77
			001-000-000-576-80-41-00	Professional Services	\$54.30
			400-000-000-534-80-48-41	Computer Repair	\$1,058.42
			402-000-000-535-80-48-01	Computer Repair	\$360.82
			410-000-000-546-10-41-00	Professional Services	\$649.48
		Total 7171			\$2,514.09
		7172			
			IT Support		
			001-000-000-521-20-48-28	Computer Repair	\$828.08
			001-000-000-523-61-48-17	Computer Repair	\$556.57
		Total 7172			\$1,384.65
	Total 44132				\$3,898.74
<b>Total Carradine, Tim</b>					<b>\$3,898.74</b>
 <b>CED, Inc.</b>					
	44133		<b>2025 - March - First Council Date</b>		
		5948-1066762			
			City Hall Outdoor Lights		
			001-000-000-514-23-31-00	Operating Supplies	\$102.41
			400-000-000-534-80-31-00	Operating Supplies	\$166.89



Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-31-00	Operating Supplies	\$56.90
			410-000-000-546-10-31-00	Operating Supplies	\$53.10
		<b>Total 5948-1066762</b>			<b>\$379.30</b>
	<b>Total 44133</b>				<b>\$379.30</b>
<b>Total CED, Inc.</b>					<b>\$379.30</b>
<b>City of Forks - Water</b>					
	<b>44134</b>		<b>2025 - March - First Council Date</b>		
		<b>032025/Water</b>			
			<b>Water</b>		
			001-000-000-512-52-47-01	Water Services	\$95.63
			001-000-000-514-23-47-01	Water	\$67.50
			001-000-000-521-20-47-01	Water	\$112.50
			001-000-000-523-61-47-01	Water	\$125.08
			001-000-000-523-61-47-01	Water	\$129.38
			001-000-000-554-31-47-00	Water	\$38.27
			001-000-000-576-80-47-01	Water	\$89.37
			001-000-000-576-80-47-01	Water	\$89.37
			001-000-000-576-80-47-01	Water	\$357.22
			101-000-000-542-31-47-01	Water	\$4.47
			140-000-000-557-30-47-01	VIC/Museum Water	\$38.27
			150-000-000-547-10-47-00	Water	\$97.81
			400-000-000-534-80-47-01	Water	\$84.90
			400-000-000-534-80-47-01	Water	\$78.75
			402-000-000-535-80-47-01	Water	\$28.12
			402-000-000-535-80-47-01	Water	\$1,564.68
			410-000-000-552-10-47-01	Water	\$50.62
			410-000-000-552-50-47-01	Water	\$89.37
			410-000-000-575-50-47-01	Water	\$226.46
		<b>Total 032025/Water</b>			<b>\$3,367.77</b>
	<b>Total 44134</b>				<b>\$3,367.77</b>
<b>Total City of Forks - Water</b>					<b>\$3,367.77</b>
<b>Clallam Public Defender</b>					

Vendor	Number	Reference	Account Number	Description	Amount
	44135			2025 - March - First Council Date	
		032025/Public Defender			
			Public Defender Services		
			001-000-000-512-52-41-00	Public Defender	\$2,833.33
		Total 032025/Public Defender			\$2,833.33
	Total 44135				\$2,833.33
Total Clallam Public Defender					\$2,833.33
Clearly Communications					
	44136			2025 - March - First Council Date	
		INV693614			
			VOIP Telephone Service		
			001-000-000-514-23-42-00	Communications	\$72.85
			001-000-000-521-20-42-00	Communication	\$36.69
			001-000-000-523-61-42-00	Communication	\$36.69
			400-000-000-534-80-42-00	Communication	\$111.88
			402-000-000-535-80-42-00	Communication	\$39.03
			410-000-000-546-10-42-00	Communication	\$36.42
		Total INV693614			\$333.56
	Total 44136				\$333.56
Total Clearly Communications					\$333.56
Diamond Maps					
	44137			2025 - March - First Council Date	
		9305			
			GIS Services		
			001-000-000-521-20-41-00	Professional Services	\$66.00
			101-000-000-542-31-41-00	Professional Services	\$66.00
			400-000-000-534-80-41-00	Professional Services	\$336.00
			402-000-000-535-80-41-00	Professional Services	\$132.00
		Total 9305			\$600.00
	Total 44137				\$600.00
Total Diamond Maps					\$600.00

Vendor	Number	Reference	Account Number	Description	Amount
Ferguson Enterprises, Inc.	44138			2025 - March - First Council Date	
		0067799-1			
			Inventory Parts		
			400-000-000-534-80-34-00	Inventory	\$4,705.89
		Total 0067799-1			\$4,705.89
		0069215			
			Inventory Parts		
			400-000-000-534-80-34-00	Inventory	\$11,667.22
		Total 0069215			\$11,667.22
	Total 44138				\$16,373.11
Total Ferguson Enterprises, Inc.					\$16,373.11
Forks Hospital Foundation	44139			2025 - March - First Council Date	
		0225/Forks Hospital Foundation			
			RAC Refund Deposit		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total 0225/Forks Hospital Foundation			\$500.00
	Total 44139				\$500.00
Total Forks Hospital Foundation					\$500.00
Hi-Tech Security, Inc	44140			2025 - March - First Council Date	
		101886			
			Camera Outage		
			001-000-000-523-61-41-00	Professional Services	\$179.19
		Total 101886			\$179.19
	Total 44140				\$179.19
Total Hi-Tech Security, Inc					\$179.19
Hugo Maquibar Lucas Perez	44141			2025 - March - First Council Date	
		021			

Vendor	Number	Reference	Account Number	Description	Amount
			<b>Interpreter Services</b>		
			001-000-000-512-52-41-03	Interpreter	\$65.00
		<b>Total 021</b>			<b>\$65.00</b>
	<b>Total 44141</b>				<b>\$65.00</b>
<b>Total Hugo Maquibar Lucas Perez</b>					<b>\$65.00</b>
<b>Interwest Construction Inc.</b>					
	<b>44142</b>		<b>2025 - March - First Council Date</b>		
		<b>1453-7</b>			
			<b>WWTP Project Billing #7</b>		
			402-000-000-594-61-63-02	WWTF - Construction	\$267,489.40
		<b>Total 1453-7</b>			<b>\$267,489.40</b>
	<b>Total 44142</b>				<b>\$267,489.40</b>
<b>Total Interwest Construction Inc.</b>					<b>\$267,489.40</b>
<b>Motorola Solutions, Inc</b>					
	<b>44143</b>		<b>2025 - March - First Council Date</b>		
		<b>8282077358</b>			
			<b>Radio Eqpnt. 2024 Explorer</b>		
			001-000-000-521-20-48-22	2024 Ford Explorer	\$7,006.22
		<b>Total 8282077358</b>			<b>\$7,006.22</b>
	<b>Total 44143</b>				<b>\$7,006.22</b>
<b>Total Motorola Solutions, Inc</b>					<b>\$7,006.22</b>
<b>Olympic Printers Incorporated</b>					
	<b>44144</b>		<b>2025 - March - First Council Date</b>		
		<b>36338</b>			
			<b>Business Cards-Verplank</b>		
			001-000-000-521-20-31-00	Operating Supplies	\$153.13
		<b>Total 36338</b>			<b>\$153.13</b>
		<b>36369</b>			
			<b>Business Cards-Davis</b>		
			001-000-000-515-31-31-00	Operating Supplies	\$136.84
		<b>Total 36369</b>			<b>\$136.84</b>



Vendor	Number	Reference	Account Number	Description	Amount
	<b>Total 44144</b>				<b>\$289.97</b>
<b>Total Olympic Printers Incorporated</b>					<b>\$289.97</b>
<b>Olympic Region Municipal Clerks Asn</b>					
	<b>44145</b>			<b>2025 - March - First Council Date</b>	
		<b>ORMCA/2025</b>			
			<b>2025 Membership</b>		
			001-000-000-514-23-49-01	Dues & Subscriptions	\$13.50
			400-000-000-534-80-49-42	Membership/Dues	\$22.00
			402-000-000-535-80-49-42	Membership/Dues	\$7.50
			410-000-000-552-10-49-01	Dues & Subscriptions	\$7.00
		<b>Total ORMCA/2025</b>			<b>\$50.00</b>
	<b>Total 44145</b>				<b>\$50.00</b>
<b>Total Olympic Region Municipal Clerks Asn</b>					<b>\$50.00</b>
<b>Pacific Office Equipment Inc.</b>					
	<b>44146</b>			<b>2025 - March - First Council Date</b>	
		<b>1155943</b>			
			<b>Copier</b>		
			001-000-000-515-31-31-00	Operating Supplies	\$57.28
			001-000-000-558-61-31-00	Operating Supplies	\$57.28
			101-000-000-542-31-31-00	Operating Supplies	\$57.29
			400-000-000-534-80-31-00	Operating Supplies	\$171.85
			402-000-000-535-80-31-00	Operating Supplies	\$114.56
			410-000-000-552-10-31-00	Operating Supplies	\$114.56
		<b>Total 1155943</b>			<b>\$572.82</b>
		<b>1155944</b>			
			<b>Copier</b>		
			001-000-000-523-61-31-00	Operating Supplies	\$42.13
		<b>Total 1155944</b>			<b>\$42.13</b>
		<b>1155945</b>			
			<b>Copier</b>		
			001-000-000-521-20-31-00	Operating Supplies	\$61.44
		<b>Total 1155945</b>			<b>\$61.44</b>



Vendor	Number	Reference	Account Number	Description	Amount
		1155946			
			Annual Fax		
			001-000-000-515-31-31-00	Operating Supplies	\$19.55
			001-000-000-558-61-31-00	Operating Supplies	\$19.55
			101-000-000-542-31-31-00	Operating Supplies	\$19.54
			400-000-000-534-80-31-00	Operating Supplies	\$58.64
			402-000-000-535-80-31-00	Operating Supplies	\$39.10
			410-000-000-552-10-31-00	Operating Supplies	\$39.10
		Total 1155946			\$195.48
	Total 44146				\$871.87
Total Pacific Office Equipment Inc.					\$871.87
Plumley, William L.					
	44147		2025 - March - First Council Date		
		835508			
			Interpreter Services		
			001-000-000-512-52-41-03	Interpreter	\$130.00
			001-000-000-521-20-41-11	Interpreter	\$65.00
		Total 835508			\$195.00
	Total 44147				\$195.00
Total Plumley, William L.					\$195.00
Rice, Granville					
	44148		2025 - March - First Council Date		
		032025/Rice			
			MC Premium		
			001-000-000-521-20-41-15	Rice	\$185.00
		Total 032025/Rice			\$185.00
	Total 44148				\$185.00
Total Rice, Granville					\$185.00
Soroptimist International of the Olympic Rain Forest					
	44149		2025 - March - First Council Date		
		032025/Soroptimist			

Vendor	Number	Reference	Account Number	Description	Amount
			<b>RAC Deposit Refund</b>		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		<b>Total 032025/Soroptimist</b>			<b>\$500.00</b>
	<b>Total 44149</b>				<b>\$500.00</b>
<b>Total Soroptimist International of the Olympic Rain Forest</b>					<b>\$500.00</b>
<b>The Home Depot Pro</b>					
	<b>44150</b>		<b>2025 - March - First Council Date</b>		
		<b>851536870</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	\$35.36
			001-000-000-514-23-31-00	Operating Supplies	\$210.83
			001-000-000-576-80-31-00	Operating Supplies	\$43.66
			150-000-000-547-10-31-00	Operating Supplies	\$305.59
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$343.57
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$101.28
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$19.64
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$117.13
			410-000-000-546-10-31-45	Janitorial Supplies	\$109.32
			410-000-000-552-50-31-45	Janitorial Supplies	\$18.34
			410-000-000-552-50-31-45	Janitorial Supplies	\$28.99
			410-000-000-552-50-31-45	Janitorial Supplies	\$218.28
			410-000-000-575-50-31-00	Operating Supplies	\$130.96
			410-000-000-575-50-31-00	Operating Supplies	\$692.74
		<b>Total 851536870</b>			<b>\$2,375.69</b>
		<b>851536888</b>			
			<b>Supplies</b>		
			150-000-000-547-10-31-00	Operating Supplies	\$41.52
			410-000-000-575-50-31-00	Operating Supplies	\$41.52
		<b>Total 851536888</b>			<b>\$83.04</b>
		<b>851536896</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	\$8.58
			001-000-000-576-80-31-00	Operating Supplies	\$10.59

Vendor	Number	Reference	Account Number	Description	Amount
			150-000-000-547-10-31-00	Operating Supplies	\$74.12
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$24.57
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$4.76
			410-000-000-552-50-31-45	Janitorial Supplies	\$52.94
			410-000-000-552-50-31-45	Janitorial Supplies	\$4.45
			410-000-000-575-50-31-00	Operating Supplies	\$31.76
		<b>Total 851536896</b>			<b>\$211.77</b>
		<b>851759431</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	\$19.09
			001-000-000-576-80-31-00	Operating Supplies	\$23.56
			150-000-000-547-10-31-00	Operating Supplies	\$164.95
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$54.67
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$10.60
			410-000-000-552-50-31-45	Janitorial Supplies	\$117.82
			410-000-000-552-50-31-45	Janitorial Supplies	\$9.90
			410-000-000-575-50-31-00	Operating Supplies	\$70.69
			410-000-000-575-50-31-00	Operating Supplies	\$25.85
		<b>Total 851759431</b>			<b>\$497.13</b>
		<b>CR729738930</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	(\$11.06)
			001-000-000-521-20-31-00	Operating Supplies	(\$12.34)
			001-000-000-523-61-31-00	Operating Supplies	(\$11.49)
			101-000-000-542-31-31-65	Janitorial Cleaning Supplies	(\$3.40)
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	(\$27.65)
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	(\$10.64)
			410-000-000-546-10-31-45	Janitorial Supplies	(\$8.51)
		<b>Total CR729738930</b>			<b>(\$85.09)</b>
		<b>CR832792766</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	(\$61.24)
			001-000-000-521-20-31-00	Operating Supplies	(\$68.31)
			001-000-000-523-61-31-00	Operating Supplies	(\$63.61)



Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-31-31-65	Janitorial Cleaning Supplies	(\$18.84)
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	(\$153.11)
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	(\$58.89)
			410-000-000-546-10-31-45	Janitorial Supplies	(\$47.11)
		<b>Total CR832792766</b>			<b>(\$471.11)</b>
		<b>CR833020886</b>			
			<b>Supplies</b>		
			001-000-000-514-23-31-00	Operating Supplies	(\$17.28)
			001-000-000-521-20-31-00	Operating Supplies	(\$19.28)
			001-000-000-523-61-31-00	Operating Supplies	(\$17.95)
			001-000-000-576-80-31-00	Operating Supplies	\$0.00
			101-000-000-542-31-31-65	Janitorial Cleaning Supplies	(\$5.32)
			150-000-000-547-10-31-00	Operating Supplies	\$0.00
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	(\$43.21)
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	(\$16.62)
			410-000-000-546-10-31-45	Janitorial Supplies	(\$13.29)
			410-000-000-552-50-31-45	Janitorial Supplies	\$0.00
			410-000-000-552-50-31-45	Janitorial Supplies	\$0.00
			410-000-000-575-50-31-00	Operating Supplies	\$0.00
		<b>Total CR833020886</b>			<b>(\$132.95)</b>
	<b>Total 44150</b>				<b>\$2,478.48</b>
<b>Total The Home Depot Pro</b>					<b>\$2,478.48</b>
<b>Trotter &amp; Morton</b>					
	<b>44151</b>			<b>2025 - March - First Council Date</b>	
		<b>21440</b>			
			<b>City Hall HVAC</b>		
			001-000-000-514-23-48-00	Repair & Maintenance	\$385.37
			400-000-000-534-80-48-00	Repair & Maintenance	\$628.02
			402-000-000-535-80-48-00	Repair & Maintenance	\$214.10
			410-000-000-546-10-48-00	Repair & Maintenance	\$199.82
		<b>Total 21440</b>			<b>\$1,427.31</b>
		<b>21490</b>			
			<b>Final Repairs-City Hall HVAC</b>		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-514-23-48-00	Repair & Maintenance	\$681.73
			400-000-000-534-80-48-00	Repair & Maintenance	\$1,110.97
			402-000-000-535-80-48-00	Repair & Maintenance	\$378.74
			410-000-000-546-10-48-00	Repair & Maintenance	\$353.49
		<b>Total 21490</b>			<b>\$2,524.93</b>
	<b>Total 44151</b>				<b>\$3,952.24</b>
<b>Total Trotter &amp; Morton</b>					<b>\$3,952.24</b>

US Bank

44152

2025 - March - First Council Date

032025/US Bank

**Credit Cards**

001-000-000-514-23-31-00	Operating Supplies	\$17.43
001-000-000-514-23-31-00	Operating Supplies	\$59.80
001-000-000-514-23-31-00	Operating Supplies	\$212.58
001-000-000-514-23-31-00	Operating Supplies	\$17.14
001-000-000-514-23-31-14	Equipment < \$4,000	\$105.74
001-000-000-514-23-41-00	Professional Services	\$89.58
001-000-000-514-23-41-00	Professional Services	\$11.26
001-000-000-515-31-49-01	Dues	\$31.20
001-000-000-521-20-31-00	Operating Supplies	\$445.60
001-000-000-521-20-31-00	Operating Supplies	\$66.70
001-000-000-521-20-31-11	Mtg. Expenses	\$7.69
001-000-000-521-20-31-14	Equipment < \$4,000	\$117.93
001-000-000-521-20-31-14	Equipment < \$4,000	\$445.72
001-000-000-521-20-41-00	Professional Services	\$99.92
001-000-000-521-20-41-00	Professional Services	\$12.55
001-000-000-521-20-48-22	2024 Ford Explorer	\$863.32
001-000-000-521-20-48-22	2024 Ford Explorer	\$881.13
001-000-000-523-61-31-00	Operating Supplies	\$178.24
001-000-000-523-61-31-00	Operating Supplies	\$62.10
001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$494.10
001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$85.92
001-000-000-523-61-31-14	Equipment < \$4,000	\$109.80



Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-523-61-41-00	Professional Services	\$11.68
			001-000-000-523-61-41-00	Professional Services	\$93.03
			101-000-000-542-31-31-00	Operating Supplies	\$18.40
			101-000-000-542-31-31-00	Operating Supplies	\$160.72
			101-000-000-542-31-31-00	Operating Supplies	\$75.54
			101-000-000-542-31-31-00	Operating Supplies	\$27.56
			101-000-000-542-31-31-14	Equipment < \$4,000	\$32.54
			101-000-000-542-31-41-00	Professional Services	\$3.46
			304-000-000-594-13-60-20	City Hall Improvements	\$74.57
			304-000-000-594-13-60-20	City Hall Improvements	\$71.25
			304-000-000-594-13-60-20	City Hall Improvements	\$1,437.45
			304-000-000-594-13-60-20	City Hall Improvements	\$111.40
			304-000-000-594-13-60-20	City Hall Improvements	\$219.35
			304-000-000-594-13-60-20	City Hall Improvements	\$28.68
			400-000-000-534-80-31-00	Operating Supplies	\$27.93
			400-000-000-534-80-31-00	Operating Supplies	\$28.40
			400-000-000-534-80-31-00	Operating Supplies	\$149.50
			400-000-000-534-80-31-00	Operating Supplies	\$83.88
			400-000-000-534-80-31-00	Operating Supplies	\$15.19
			400-000-000-534-80-31-00	Operating Supplies	\$346.43
			400-000-000-534-80-31-00	Operating Supplies	\$35.55
			400-000-000-534-80-31-14	Equipment < \$4,000	\$264.36
			400-000-000-534-80-31-41	Tools	\$785.80
			400-000-000-534-80-31-41	Tools	\$77.40
			400-000-000-534-80-41-00	Professional Services	\$223.95
			400-000-000-534-80-41-00	Professional Services	\$28.14
			400-000-000-534-80-43-00	Travel	\$14.50
			400-000-000-534-80-43-00	Travel	\$18.75
			400-000-000-534-80-43-00	Travel	\$14.50
			400-000-000-534-80-48-54	2020 Toyota Tacoma 71022D - MH	\$484.37
			402-000-000-535-80-31-00	Operating Supplies	\$270.53
			402-000-000-535-80-31-00	Operating Supplies	\$118.10
			402-000-000-535-80-31-00	Operating Supplies	\$57.50
			402-000-000-535-80-31-00	Operating Supplies	\$9.52

Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-31-00	Operating Supplies	\$9.68
			402-000-000-535-80-31-00	Operating Supplies	(\$230.23)
			402-000-000-535-80-31-01	Biosolids-Supplies	\$414.95
			402-000-000-535-80-31-01	Biosolids-Supplies	\$364.15
			402-000-000-535-80-31-01	Biosolids-Supplies	\$34.00
			402-000-000-535-80-31-14	Equipment < \$4,000	\$813.41
			402-000-000-535-80-31-14	Equipment < \$4,000	\$101.68
			402-000-000-535-80-41-00	Professional Services	\$10.82
			402-000-000-535-80-41-00	Professional Services	\$86.14
			402-000-000-535-80-41-52	Testing	\$972.00
			402-000-000-535-80-41-52	Testing	\$230.00
			402-000-000-535-80-41-52	Testing	\$328.00
			402-000-000-535-80-42-51	Postage	\$19.30
			410-000-000-546-10-31-00	Operating Supplies	\$46.00
			410-000-000-546-10-31-00	Operating Supplies	\$110.23
			410-000-000-546-10-31-00	Operating Supplies	\$9.04
			410-000-000-546-10-31-00	Operating Supplies	\$8.89
			410-000-000-546-10-31-14	Equipment < \$4,000	\$81.34
			410-000-000-546-10-41-00	Professional Services	\$68.91
			410-000-000-546-10-41-00	Professional Services	\$8.66
			410-000-000-575-50-31-00	Operating Supplies	\$735.47
		<b>Total 032025/US Bank</b>			<b>\$14,057.82</b>
	<b>Total 44152</b>				<b>\$14,057.82</b>
<b>Total US Bank</b>					<b>\$14,057.82</b>

WA Department Of Transportation

44153

2025 - March - First Council Date

FB91000008251

Fuel

001-000-000-511-61-32-00	Unleaded	\$34.41
001-000-000-558-61-32-00	Fuel	\$20.14
001-000-000-576-80-32-00	Fuel	\$6.22
101-000-000-542-31-32-00	Fuel	\$679.55
150-000-000-547-11-32-00	Fuel	\$13.62

Vendor	Number	Reference	Account Number	Description	Amount
			400-000-000-534-80-32-00	Fuel	\$672.81
			402-000-000-535-80-32-00	Fuel	\$159.25
			410-000-000-546-10-32-00	Fuel	\$9.44
			410-000-000-552-10-32-00	Fuel	\$15.22
			410-000-000-552-50-32-00	Fuel	\$2.87
		Total FB91000008251			\$1,613.53
		FB91000108251			
			Fuel		
			001-000-000-521-20-32-00	Fuel/oil	\$549.37
		Total FB91000108251			\$549.37
	Total 44153				\$2,162.90
Total WA Department Of Transportation					\$2,162.90
WA Dept Lic Bus Prof Div					
	03042025/Dealers License		2025 - March - First Council Date		
	03042025/Dealers License				
		Dealers License-Decker's			
		650-000-000-589-30-00-50	State Share Gun Permit/FP Fees		\$125.00
	Total 03042025/Dealers License				\$125.00
	Total 03042025/Dealers License				\$125.00
Total WA Dept Lic Bus Prof Div					\$125.00
WA Dept of Corrections					
	44154		2025 - March - First Council Date		
	F190672				
		Inmate Food			
		001-000-000-523-61-31-11	27000groceries-Food		\$3,605.20
	Total F190672				\$3,605.20
	Total 44154				\$3,605.20
Total WA Dept of Corrections					\$3,605.20
WA Dept Rev Excise Tax					
	032025/EFT		2025 - March - First Council Date		
	032025/Excise Tax				

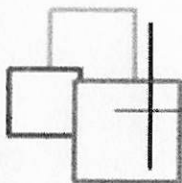


Vendor	Number	Reference	Account Number	Description	Amount
			<b>Excise Tax</b>		
			400-000-000-534-80-47-43	Excise Tax	\$5,642.40
			402-000-000-535-80-31-01	Biosolids-Supplies	\$69.93
			402-000-000-535-80-47-53	Excise Tax	\$1,589.16
			650-000-000-589-30-00-39	Sales Tax	\$0.64
			650-000-000-589-30-00-80	Excise Tax - Water	\$338.54
			650-000-000-589-30-00-90	Excise Tax - Sewer	\$92.51
		<b>Total 032025/Excise Tax</b>			<b>\$7,733.18</b>
	<b>Total 032025/EFT</b>				<b>\$7,733.18</b>
<b>Total WA Dept Rev Excise Tax</b>					<b>\$7,733.18</b>
<b>WA State Patrol</b>					
	<b>44155</b>		<b>2025 - March - First Council Date</b>		
		<b>I2503491</b>			
		<b>Fingerprints</b>			
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$13.25
		<b>Total I2503491</b>			<b>\$13.25</b>
		<b>Invoice - 3/7/2025 10:11:47 AM</b>			
		<b>Fingerprints</b>			
			650-000-000-589-30-00-50	State Share Gun Permit/FP Fees	\$12.00
		<b>Total Invoice - 3/7/2025 10:11:47 AM</b>			<b>\$12.00</b>
	<b>Total 44155</b>				<b>\$25.25</b>
<b>Total WA State Patrol</b>					<b>\$25.25</b>
<b>West</b>					
	<b>44156</b>		<b>2025 - March - First Council Date</b>		
		<b>851558877</b>			
		<b>Subscription</b>			
			001-000-000-515-31-31-01	Books, Subscriptions	\$78.96
			001-000-000-558-61-31-01	Books, Subscriptions	\$78.96
			400-000-000-534-80-31-00	Operating Supplies	\$157.87
			410-000-000-552-10-31-00	Operating Supplies	\$157.87
		<b>Total 851558877</b>			<b>\$473.66</b>
<b>Total 44156</b>					<b>\$473.66</b>

Vendor	Number	Reference	Account Number	Description	Amount
<b>Total West</b>					<b>\$473.66</b>
<b>West End Motors, Inc</b>					
	<b>44157</b>			<b>2025 - March - First Council Date</b>	
		<b>897</b>			
			<b>Oil Change</b>		
			001-000-000-521-20-48-35	2018 Explorer 63457D	\$116.23
		<b>Total 897</b>			<b>\$116.23</b>
	<b>Total 44157</b>				<b>\$116.23</b>
<b>Total West End Motors, Inc</b>					<b>\$116.23</b>
<b>West Waste &amp; Recycling</b>					
	<b>44158</b>			<b>2025 - March - First Council Date</b>	
		<b>345542</b>			
			<b>Refuse</b>		
			001-000-000-521-20-47-18	Refuse	\$107.11
			001-000-000-523-61-47-18	Refuse	\$107.11
			001-000-000-554-31-47-18	Refuse	\$38.09
			101-000-000-542-31-47-18	Refuse	\$150.69
			400-000-000-534-80-47-18	Refuse	\$225.65
			402-000-000-535-80-47-18	Refuse	\$108.32
			410-000-000-552-50-47-18	Refuse	\$76.17
			410-000-000-575-50-47-18	Refuse	\$76.18
		<b>Total 345542</b>			<b>\$889.32</b>
	<b>Total 44158</b>				<b>\$889.32</b>
<b>Total West Waste &amp; Recycling</b>					<b>\$889.32</b>
<b>West Waste Sanitation</b>					
	<b>44159</b>			<b>2025 - March - First Council Date</b>	
		<b>347854</b>			
			<b>Sanicans</b>		
			410-000-000-546-10-47-18	Sanitation	\$120.00
			412-000-000-546-10-47-18	Sanitation	\$50.00
			Sanican		



Vendor	Number	Reference	Account Number	Description	Amount
		Total 347854			\$170.00
	Total 44159				\$170.00
Total West Waste Sanitation					\$170.00
Grand Total		Vendor Count	34		\$399,983.07



## Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2025 - March - First Council Date

Fund Number	Description	Amount
001	General Fund	\$82,329.58
101	Street	\$2,560.54
140	Lodging Tax Fund	\$38.27
150	Transit Center Fund	\$697.61
304	Capital Improvement	\$1,942.70
400	Water	\$29,924.93
402	Sewer	\$276,027.14
410	Airport/Industrial Park	\$5,830.36
412	Quillayute Airport	\$50.00
650	State Collections	\$581.94
	<b>Count: 10</b>	<b>\$399,983.07</b>

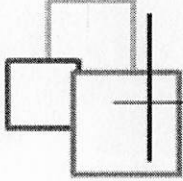
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a 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

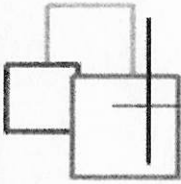
Fiscal: : 2025 - February

Council Date: : 2025 - February - Travel Checks

Vendor	Number	Reference	Account Number	Description	Amount
Anderson, Ryan	3742	2025 - February - Travel Checks			
		02112025/Anderson Travel			
		Pick Up Paint-Auburn, WA			
		101-000-000-542-31-43-00	Travel		\$32.50
		Total 02112025/Anderson Travel			\$32.50
	Total 3742				\$32.50
Total Anderson, Ryan					\$32.50
Fleck, Rod	3741	2025 - February - Travel Checks			
		02042025/Fleck Travel			
		RAISE Training - Port Angeles, WA			
		001-000-000-558-61-43-00	Travel		\$78.40
		Total 02042025/Fleck Travel			\$78.40
	Total 3741				\$78.40
Total Fleck, Rod					\$78.40
Hirsch, Mike	3743	2025 - February - Travel Checks			
		02132025/Hirsch Travel			
		Pick up Chev. 3500-Anacortes, WA			
		001-000-000-576-80-43-00	Travel		\$3.70
		101-000-000-542-31-43-00	Travel		\$7.40
		400-000-000-534-80-43-00	Travel		\$25.90

Vendor	Number	Reference	Account Number	Description	Amount
		Total 02132025/Hirsch Travel			\$37.00
	Total 3743				\$37.00
Total Hirsch, Mike					\$37.00
Pederson, Brett					
	3744			2025 - February - Travel Checks	
		02132025/Pederson Travel			
			Pick up Chev. 3500-Anacortes, WA		
			001-000-000-576-80-43-00	Travel	\$3.70
			101-000-000-542-31-43-00	Travel	\$7.40
			400-000-000-534-80-43-00	Travel	\$25.90
		Total 02132025/Pederson Travel			\$37.00
	Total 3744				\$37.00
Total Pederson, Brett					\$37.00
Grand Total		Vendor Count	4		\$184.90





# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2025 - February - Travel Checks

Fund Number	Description	Amount
001	General Fund	\$85.80
101	Street	\$47.30
400	Water	\$51.80
	Count: 3	\$184.90

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

Audited and ordered paid by Forks City Council:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Auditing Committee

**CITY OF FORKS**  
**TREASURER'S REPORT**  
**3rd QTR 2024**

FUND	PREV BAL CASH	PREV BAL INVESTMENT	PREV BAL CASH/INV	QUARTERLY RECEIPTS	2023 3RD QTR RECEIPTS*	QUARTERLY DISBURSE	2023 3RD QTR DISBURSE*	INVESTMENT PURCHASED	ENDING CASH	END BAL CASH/INV	2023 3RD QTR END BAL*
GENERAL	-742,986.00	2,435,800.00	1,692,814.00	634,796.48 <sup>1</sup>	561,638.39	517,975.32 <sup>10</sup>	465,041.05	2,435,800.00	-626,164.84	1,809,635.16	1,437,206.46
STREET	220,195.75	0.00	220,195.75	28,001.88 <sup>2</sup>	24,603.07	175,905.01 <sup>11</sup>	68,711.38	0.00	72,292.62	72,292.62	189,618.15
LODGING TAX	178,501.20	839,200.00	1,017,701.20	238,724.08 <sup>3</sup>	213,504.41	58,855.95 <sup>12</sup>	187,254.12	939,200.00	258,369.33	1,197,569.33	862,014.48
AP/IND PARK/RAC/ICN	470,619.99	0.00	470,619.99	45,666.69	48,789.03	97,733.79 <sup>13</sup>	57,336.70	0.00	418,552.89	418,552.89	550,385.72
WATER	604,120.12	0.00	604,120.12	372,148.75	394,492.35	269,510.94 <sup>14</sup>	302,917.32	0.00	706,757.93	706,757.93	784,291.69
SEWER	838,127.00	0.00	838,127.00	125,533.01	126,865.50	506,302.66 <sup>15</sup>	233,218.93	0.00	457,357.35	457,357.35	1,086,008.97
PETTY CASH	850.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	850.00	850.00	850.00
TRAVEL	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00
IND PARK DEVELOPMENT	4,000.00	0.00	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	4,000.00	4,000.00
CAPITAL IMPROVEMENTS	78,982.57	0.00	78,982.57	133,458.83 <sup>4</sup>	9,540.37	60,903.49 <sup>16</sup>	6,720.57	0.00	151,537.91	151,537.91	133,293.92
INFRASTRUCTURE PROJECTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INMATE CUSTODIAL FUND	2,379.21	0.00	2,379.21	9,985.34	13,355.94	10,227.21	21,334.68	0.00	2,137.34	2,137.34	3,920.37
QUILLAYUTE AP	246,798.65	0.00	246,798.65	3,365.43 <sup>5</sup>	62,258.03	28,748.84 <sup>17</sup>	54,438.07	0.00	221,415.24	221,415.24	338,971.85
TRANSIT CENTER	-1,957.34	0.00	-1,957.34	12,994.16 <sup>6</sup>	1,557.27	4,489.51 <sup>18</sup>	5,292.50	0.00	6,547.31	6,547.31	-1,089.58
SEIZED PROPERTY	3,128.96	0.00	3,128.96	0.00	0.00	0.00	0.00	0.00	3,128.96	3,128.96	3,128.96
DONATIONS	52,389.53	0.00	52,389.53	0.00 <sup>7</sup>	2,000.00	0.00	0.00	0.00	52,389.53	52,389.53	28,991.77
GRANT/CONSTRUCTION	92,080.78	0.00	92,080.78	14,048.21 <sup>8</sup>	0.00	0.00	0.00	0.00	106,128.99	106,128.99	92,080.78
SEARCH & RESCUE	3,876.00	0.00	3,876.00	0.00	0.00	0.00	0.00	0.00	3,876.00	3,876.00	3,876.00
STREET PROJECTS	-3,069.67	0.00	-3,069.67	3,070.50 <sup>9</sup>	37,095.22	0.00 <sup>19</sup>	3,649.55	0.00	0.83	0.83	114,494.88
STATE COLLECTIONS	9,985.29	0.00	9,985.29	5,335.30	6,302.15	7,223.11	10,199.57	0.00	8,097.48	8,097.48	1,526.66
<b>TOTAL</b>	<b>2,062,022.04</b>	<b>3,275,000.00</b>	<b>5,337,022.04</b>	<b>1,627,128.66</b>	<b>1,502,001.73</b>	<b>1,737,875.83</b>	<b>1,416,114.44</b>	<b>3,375,000.00</b>	<b>1,851,274.87</b>	<b>5,226,274.87</b>	<b>5,637,571.08</b>

\*For comparison purposes.

CITY OF FORKS  
3rd Quarter 2024 Treasurer's Report Variance Notes

	3rd Qtr 2024	3rd Qtr 2023	Variance	
1 General Fund Receipts <i>GMA Grant reimbursement 2024</i>	\$ 634,796.48	\$ 561,638.39	\$ 73,158.09	11.52%
2 Street Fund Receipts <i>FEMA reimbursement 2024</i>	\$ 28,001.88	\$ 24,603.07	\$ 3,398.81	12.14%
3 Lodging Tax Fund Receipts <i>Increase in revenue</i>	\$ 238,724.08	\$ 213,504.41	\$ 25,219.67	10.56%
4 Capital Improvement Fund Receipts <i>QVSD &amp; Tillicum Park RCO Grant 2024 receipts</i>	\$ 133,458.83	\$ 9,540.37	\$ 123,918.46	92.85%
5 Quillayute Airport Fund Receipts <i>FAA AMP grant 2023 reimbursements</i>	\$ 3,365.43	\$ 62,258.03	\$ (58,892.60)	-1749.93%
6 Transit Center Fund Receipts <i>Receivable timing</i>	\$ 12,994.16	\$ 1,557.27	\$ 11,436.89	88.02%
7 Donations Fund Receipts <i>Police Dept donation</i>	\$ -	\$ 2,000.00	\$ (2,000.00)	-100.00%
8 Grant/Construction Fund Receipts <i>Community Action Grant repayment</i>	\$ 14,048.21	\$ -	\$ 14,048.21	100.00%
9 Street Project Fund Receipts <i>Bogachiel Way Project 2023 receipts</i>	\$ 3,070.50	\$ 37,095.22	\$ (34,024.72)	-1108.12%
10 General Fund Disbursements <i>GMA Grant &amp; increase in expenditures</i>	\$ 517,975.32	\$ 465,041.05	\$ 52,934.27	10.22%
11 Street Fund Disbursements <i>Bucket truck purchase</i>	\$ 175,905.01	\$ 68,711.38	\$ 107,193.63	60.94%
12 Lodging Tax Fund Disbursements <i>Reimbursement timing 2023</i>	\$ 58,855.95	\$ 187,254.12	\$ (128,398.17)	-218.16%
13 AP/IP/RAC/ICN Fund Disbursements <i>Industrial Park roof repair/RAC HVAC Repair</i>	\$ 97,733.79	\$ 57,336.70	\$ 40,397.09	41.33%
14 Water Fund Disbursements <i>North of Calawah Water Tank engineering 2023</i>	\$ 269,510.94	\$ 302,917.32	\$ (33,406.38)	-12.40%
15 Sewer Fund Disbursements <i>WWTP construction 2024 expenses</i>	\$ 506,302.66	\$ 233,218.93	\$ 273,083.73	53.94%
16 Capital Improvements Disbursements <i>QVSD &amp; Tillicum Park RCO Grant 2024 expenses</i>	\$ 60,903.49	\$ 6,720.57	\$ 54,182.92	88.97%
17 Quillayute Airport Fund Disbursements <i>2023 AMP disbursements higher</i>	\$ 28,748.84	\$ 54,438.07	\$ (25,689.23)	-89.36%
18 Transit Center Fund Disbursements <i>Supply ordering timing</i>	\$ 4,489.51	\$ 5,292.50	\$ (802.99)	-17.89%
19 Street Project Fund Disbursements <i>Bogachiel Way Overlay 2023 expenses</i>	\$ -	\$ 3,649.55	\$ (3,649.55)	-100.00%

## **Ordinance No. 683**

**An ordinance vacating undeveloped easement for ingress, egress and utilities running south and to the east of the southern terminus of 5<sup>th</sup> Avenue consisting of a parcel approximately 0.33 acres in size located in the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Sec.9, T 28 N, R 13 W, Clallam County with a Tax Id. No. of 132809330100.**

### **Section 1. Recitals**

- A. The City received a request from Shari and Richard McMenamin, James Mansfield, and George Warta dba Turk Road Holdings asking that the City vacate an undeveloped right of way that exists south of the southern parcel of the Partial Survey of the Estate of Marian R. Mansfield (Vol. 37 of Surveys at Page 24) and the terminus of 5<sup>th</sup> Avenue 8; and, being north of northern boundary of Lot 4 and north of the shared north-south boundary of Lot 3 and Lot 4 of the Mansfield Large Lot Subdivision (Vol. 2 of Plats at Page 10); and
- B. The approximately 240' long by 60' wide 0.33 acre parcel was dedicated right of way originally to Clallam County and was transferred to the City by the County; and
- C. Whereas, pursuant to RCW 35.79.010 the City Council passed Resolution No. 522 scheduling a public hearing on 27 February 2025 regarding this request due to the utilization of the phrase "right of way" to describe the designated property; and
- E. Whereas, copies of Resolution No. 499 were posted, published and mailed to neighboring property owners; and
- F. Whereas, by the meeting of the Council on 27 February 2025, the Council had not received any petition opposing the requested vacation of the undeveloped easement and no members of the public provided written comment or attended the meeting; and
- G. Whereas, this ordinance will also have a public hearing before its adoption;

### **Section 2. Findings**

Based upon the above information, and the information before the City Council, the following findings are made:

- A. The undeveloped designated property described as right of way in the short legal description associated with the parcel number serves no public purpose and in fact is a shared driveway for a few buildings, residences and otherwise;
- B. At present, there is no current or expected near term need for this parcel by the City;



- C. The designated property in question does not border a body of salt or fresh water and therefore would not serve as a means of providing public access to such types of water;

### **Section 3. Vacation of right of way**

Finding no public need or purpose for the easement created for the purpose of ingress, egress and utilities, the City Council hereby vacates the City's and the public's interest in this parcel originally created for purposes of right of way pursuant to RCW 35.79 *et al.*

### **Section 4. Effective Date**

This ordinance shall be published in the City's journal of record and five days thereafter shall be effective upon the proper filing of the ordinance with the Clallam County Auditor pursuant to RCW 35.79 *et al.*

Passed this \_\_\_\_ March 2025.

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Tim Fletcher, Mayor

Attested to:

Approved as to Form:

---

Caryn DePew, Clerk/Treasurer

---

William R. Fleck, Attorney/Planner

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE QUILEUTE TRIBE,**

**CLALLAM COUNTY, AND**

**THE CITY OF FORKS**

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER  
MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS**

## TABLE OF CONTENTS

	<u>Page</u>
1. AGREEMENT.....	1
2. RECITALS. ....	1
3. TERM – EFFECTIVE DATE.....	2
3.1 Effective Date .....	2
3.2 Term.....	2
3.3 Termination.....	2
4. SCOPE OF AGREEMENT. ....	2
5. TRIBE’S VOLUNTARY CONTRIBUTION FOR SERVICES.....	2
5.1 Nature of the Voluntary Contribution.....	2
5.2 Voluntary Contribution.....	3
5.2.1 Tribal Payment to County .....	3
5.2.2 Payment Option .....	3
5.2.3 Determination of Assessment .....	3
5.2.4 Assessment Method .....	3
5.3 County Distribution to State and City.....	4
6. WATER SERVICE.....	4
6.1 Provision of Water Service .....	4
6.2 Applications for New Water Service .....	4
6.3 Payments for Water Service.....	4
6.3.1 System Development Charge.....	4
6.3.2 Meter Charge .....	4
6.3.3 Water Service Payments .....	5
6.4 Public Works Permits .....	5
6.5 Compliance with City Water Code.....	5
6.6 Water Volumes and Pressure.....	5
7. SEWER SERVICE. ....	5
7.1 Provision of Sewer Service.....	5
8. STORM DRAINAGE SERVICE. ....	6
8.1 Provision of Storm Drainage Service .....	6
9. SANITATION SERVICES. ....	6
9.1 Provision of Sanitation Services .....	6
10. FIRE PROTECTION AND SUPPRESSION SERVICES .....	6
11. EMERGENCY MEDICAL SERVICES. ....	6
11.1 Provision of Emergency Services .....	6
12. ROAD/TRANSPORTATION SERVICES. ....	7
12.1 General.....	7
13. LAW ENFORCEMENT SERVICES.....	7
13.1 General.....	7
13.2 Public Safety Agreements.....	7
13.3 Jail Services. ....	8
13.4 Miscellaneous .....	8

14.	OTHER SERVICES .....	8
14.1	In General.....	8
14.2	Non-Standard Services.....	8
15.	DISPUTES AND REMEDIES .....	8
15.1	General.....	8
15.2	Procedures.....	9
15.3	Good Faith Negotiations .....	9
15.4	Mediation .....	10
15.5	Arbitration.....	10
15.7	Enforcement of Arbitration Award.....	11
16.	MISCELLANEOUS .....	11
16.1	Governing Law .....	11
16.2	Amendments .....	11
16.3	No Taxation or Regulation by the County or City.....	11
16.4	Preservation of Tribal Self-Government.....	11
16.5	Rights Limited to Parties .....	11
16.6	Notices .....	12
16.7	Severability .....	12
16.8	Integration – Construction .....	12

## **1 AGREEMENT.**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS ("Agreement") is between the Quileute Tribe, a sovereign, federally recognized Indian tribal government ("Tribe"), Clallam County ("County"), and the City of Forks ("City"), each a municipal corporation. The Tribe, County, and City are each a Party and collectively the "Parties." The Parties hereby agree as follows:

## **2 RECITALS.**

- 2.1** The Tribe currently owns in fee 22.16 acres of land at the northwest corner of Highway 101 and La Push Road (a/k/a State Route 110) known as the Ki'tla Center, consisting of Clallam County Parcel Numbers 132805-120025, 132805-120050, 132805-210050, and 132932-340100 (the "Property"). The Property is within the boundaries of the City of Forks. The Tribe intends to apply to place the Property into trust status pursuant to federal law. This process takes place pursuant to 25 U.S.C. § 5108 and 25 C.F.R. Part 151 and, if approved, results in the United States of America taking the land into trust for the benefit of the Tribe.
- 2.2** Once the Property is taken into trust, the Property and the activities taking place on that Property will generally not be subject to the regulatory authority of the County or City. But because the Property is located within the County and City, the Tribe wishes to receive County and City services requested by the Tribe to the Property and the facilities located thereon on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to pay an appropriate amount for those services.
- 2.3** The Tribe intends to cover the financial impacts and costs that are incurred by the County and City to provide agreed-upon services to the Property, including the costs of regular County and City services and the cost of any other services and impacts that can be identified by the County, City, or Tribe.
- 2.4** The County and City are prepared to support the Tribe's fee-to-trust application for the Property and desire to enter into this Agreement with the Tribe to address financial impacts and other relevant issues arising from the Property and the facilities located thereon.
- 2.5** The County and City intend to provide services requested by the Tribe to the Property and the facilities located thereon on the same basis as they provide County and City services to other properties and facilities within the County and City, and to work cooperatively with the Tribe with regard to the Tribe's operation of the Property. The Tribe intends to pay for requested County and City services to the Property as set forth in this Agreement; to reimburse the County and City fairly for other expenses the County and City incur as a result of the Property, and to offset any impacts the Property has on the County and City; and to work cooperatively with the County and City with regard to the Tribe's operation of the Property.



**2.6** This Agreement does not increase, reduce, or otherwise modify any Party's jurisdiction. Any payments made to the County or City under this Agreement are made solely pursuant to this Agreement and do not constitute, nor does this Agreement permit the County or City to impose, any tax, fee, charge, or assessment. In the event that the Tribe must submit certain standard information in order to receive any County or City services, the Parties will consider such information (even if provided on a standard application form or similar document) to be submitted solely for practical purposes, to expedite the provision of services pursuant to this Agreement, and agree that it does not constitute a representation or concession by the Tribe regarding the County's or City's jurisdiction or authority.

### **3 TERM – EFFECTIVE DATE.**

**3.1 Effective Date.** This Agreement will be effective upon the completion of: (1) the execution of this Agreement by the County, City, and Tribe; (2) any approval of this Agreement as may be required by the Department of the Interior and/or Bureau of Indian Affairs; and, (3) the final decision placing the Property into trust status.

**3.2 Term.** This Agreement will remain in effect until it is terminated by mutual written agreement of the Parties, or pursuant to Agreement Section 3.3.

**3.3 Termination.** This Agreement may be terminated at any time and for any reason by any Party. Unless otherwise agreed by the Parties under Agreement Section 15.1, upon written notice of termination by a Party to the other Parties, the Agreement will terminate on the last day of the sixtieth (60) month following the date of receipt of the written notice of termination by the Party receiving such notice.

### **4 SCOPE OF AGREEMENT.**

This Agreement addresses and resolves issues that the Tribe, the County, and the City have identified as of the date of this Agreement. If issues of concern to any Party with regard to the Property arise in the future, the Parties agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The Parties agree to participate in good faith negotiations toward agreement on such issues whenever requested to do so by another Party.

The Parties may also agree to add additional properties to this Agreement in the future. In that event, the Parties will execute appropriate amendments to this Agreement identifying the property or properties to be added (which, upon execution of such amendments, will become "Property" subject to this Agreement), and setting forth any agreed-upon terms specific to such property or properties.

### **5 TRIBE'S CONTRIBUTION FOR SERVICES.**

#### **5.1 Nature of the Contribution**

The Parties recognize that once the Property is taken into trust, the Property will no longer be subject to Clallam County property taxes, which typically fund the provision of various County and City services to other properties. In lieu of paying Clallam County property taxes,

and in exchange for the County's and City's continued provision of the agreed-upon services to the Property that they typically provide to other properties using property tax revenues, the Tribe is willing to make a contribution in an amount comparable to the Clallam County property taxes. For the avoidance of doubt, the Parties expressly acknowledge and agree that the Tribe's agreement to make this contribution is purely voluntary and that the contribution does not constitute a tax on the Tribe, the Property, or the facilities or activities thereupon. Rather, the Tribe commits as a contractual obligation to making the contribution as stated in Section 5.2.

## **5.2 Contribution.**

- 5.2.1 Tribal Payment to County.** In exchange for the County's and City's provision of the services to the Property that would otherwise be funded by property tax revenues, the Tribe agrees to make a contribution to the County annually on or before April 30. The amount of the contribution will be equal to 100% of the Clallam County property tax that would be assessed on the Property in that year if the Property were commercial property privately owned in fee status.
- 5.2.2 Payment Option.** The Tribe may choose to make its contribution under this section no less than quarterly, payable to the County. Payment may also be made by electronic or other means, as agreed by the Tribe and the County.
- 5.2.3 Determination of Assessment.** The County will submit to the Tribe its proposed assessment of the amount of the contribution, on or about October 1 of each year. The Tribe will have thirty (30) days after its receipt of the County's assessment to respond to the County's proposed assessment. The Parties will attempt to negotiate and informally resolve any differences in valuation within thirty (30) days thereafter. If the assessment cannot be agreed upon by the Parties within this time frame, it will be submitted to dispute resolution pursuant to Agreement Section 15, and any arbitration award obtained via the dispute resolution process in Section 15 determining the annual assessment for the Property for purposes of this Agreement will be final and binding on the Parties. Pending the final outcome of the dispute resolution process, the Tribe will pay the amount of the previous year's contribution. Depending on the final outcome of the dispute resolution process, either the Tribe will pay any additional amount determined to be due, or the County will refund any overpayment, as applicable, within thirty (30) days thereafter. Except as stated in this subsection, the Tribe will not withhold its contribution or any portion thereof due to a dispute between the Parties.
- 5.2.4 Assessment Method.** The assessment of the Property will not be based on the actual revenues or projected revenues of the Property from the activities located thereon; provided, however, that in determining the valuation of the Property and improvements thereon, the cost approach, income (capitalization of net income) approach, and comparable sales (if applicable) approach to valuation for comparable commercial property may be employed.

### **5.3 County Distribution to State and City.**

The County will distribute portions of the Tribe's contribution to the State of Washington and the City and special purpose districts. These distributions will equal 100% of the distributions that the County makes for other properties in the City of Forks according to the applicable property tax levies in effect for each year. The County will ensure proper distribution of funds inclusive of the various special purpose districts ( e.g., Fire District, Hospital District, School District, Port District).

## **6 WATER SERVICE.**

**6.1 Provision of Water Service.** The City will provide water service to the Property and to the facilities located thereon on the same basis that the City provides water service to other property within the City. The City's existing water service to the Property will continue as is. In the event of future improvements to the Property requiring new water service, the Tribe will perform the actual installation and construction of water service to such improvements, using a water meter provided by the City, except that the City will be responsible for connecting the meter to the water main. Except for City-provided meters, the Tribe will own, operate, and maintain all water improvements on the Property.

**6.2 Applications for New Water Service.** If the Tribe desires new water service to the Property in the future, then solely for ease of administration on the parts of both the Tribe and the City, the Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the Tribe may proceed to install the service. The City will process the application and issue the appropriate notice to proceed in accordance with standard City procedures for processing such applications and issuing authorizations for water service. Notwithstanding anything to the contrary, however, neither the submission of a standard application nor the submission to any inspection or instructions from the City will in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority.

### **6.3 Payments for Water Service.**

In exchange for the water service provided by the City, the Tribe will make the following payments to the City, provided that such payments are made solely as payments for services pursuant to this Agreement and will not in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority:

**6.3.1 System Development Charge.** For construction of new water systems, the Tribe will pay the standard City capital facility charges, impact fees, connection, system development, and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed. The payment will be made within sixty (60) days of the connection to the City meter of the Property improvement.

**6.3.2 Meter Charge.** The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for any present and future improvements on the Property. The City will provide the meter to the Tribe and

provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City. The service that is applied for and approved will be based upon the intended use and the Parties understand that any improvements that trigger a water main extension or increased storage capacity will require additional design, permitting, construction, and testing, and associated time and expense.

**6.3.3 Water Service Payments.** The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for commercial property inside City limits. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type of the facilities on the Property. In establishing classes of customers, the City will act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe unique or discriminatory water service rates and charges.

**6.4 Public Works Permits.** The Tribe will meet or exceed relevant provisions of the Forks Municipal Code ("FMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk, or right-of-way.

**6.5 Compliance with City Water Code.** The Tribe will meet or exceed the relevant substantive provisions of the FMC, including uniform building, fire, and sewer codes, in receiving water service from the City on the Property.

**6.6 Water Volumes and Pressure.** The Tribe will conduct any necessary or appropriate tests to determine whether there are sufficient water volumes and pressure in the City's water system in the vicinity of the Property to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If there are not sufficient water volumes and pressure for these purposes, the Tribe will be responsible for making necessary improvements to the City's water system in the vicinity of the Property in order to provide adequate water and fire-flow service. In the event the Tribe's improvements to the City water system may allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development. If major water utility infrastructure improvements become necessary, the Tribe and the City agree to work cooperatively towards a reasonable approach and in pursuit of available State and/or federal funding.

## **7 SEWER SERVICE.**

**7.1 Provision of Sewer Service.** The City does not currently provide sewer service to the Property and presently has no plans to provide sewer service in the vicinity of the Property in the foreseeable future. In the event that the City extends sewer service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's sewer service, the City will provide sewer service to the Property and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe

will perform the actual installation and construction of sewer service to Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sewer service should that become necessary in the future.

## **8 STORM DRAINAGE SERVICE.**

- 8.1 Provision of Storm Drainage Service.** The City does not currently provide storm drainage and surface water management services (“storm drainage service”) to the Property and presently has no plans to provide storm drainage service in the vicinity of the Property in the foreseeable future. In the event that the City extends storm drainage service to the vicinity of the Property in the future, and the Tribe desires to connect to the City’s storm drainage service, the City will provide storm drainage service to the Property and associated facilities on the same basis that the City provides storm drainage service to other property within the City, and the Tribe will pay comparable amounts for such service. Unless otherwise agreed, the Tribe will perform the actual installation and construction of storm drainage service to the Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, storm drainage service should that become necessary in the future. The Tribe will ensure that all new development retains its associated stormwater within the Property limits.

## **9 SANITATION SERVICES.**

- 9.1 Provision of Sanitation Services.** The Tribe presently provides its own sanitation services to the Property and plans to continue to do so. In the event that the Tribe desires City sanitation services in the future, the City will provide solid waste handling services to the Property and associated facilities, including but not limited to sanitation, garbage, refuse, compost, and recycling services, on the same basis that the City provides sanitation services to other property within the City, and the Tribe will pay comparable amounts for such services. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sanitation services should that become necessary in the future.

## **10 FIRE PROTECTION AND SUPPRESSION SERVICES**

- 10.1 Provision of Fire Protection and Suppression Services.** The Tribe has its own Fire Department and also has an existing Fire Protection Agreement dated August 11, 2022, with Clallam County Fire Protection District No. 1 for additional support. Upon the taking of the Property into trust, the Tribe and the County acknowledge and agree that the Fire Protection Agreement will apply to the Property and associated facilities.

## **11 EMERGENCY MEDICAL SERVICES.**

- 11.1 Provision of Emergency Services.** The County (through Clallam County Hospital District No. 1) will provide emergency medical services to the Property and associated facilities on the same basis that the County provides such services to other property within



the County. The County's provision of emergency medical services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 5.

## **12 ROAD/TRANSPORTATION SERVICES.**

**12.1 General.** The Tribe's Property and associated facilities are located at the northwest corner of the intersection of U.S. Route 101 and State Route 110 (a/k/a La Push Road). So long as the Tribe's use of the Property and the nature of the facilities thereon remain substantially similar to the present, the Parties agree that the Tribe's contribution under Agreement Section 5 will cover any transportation-related impacts to County and/or City roads in the vicinity of the Property. In the event of future developments to the Property that may impact County and/or City roads in the vicinity of the Property, the Tribe commits to assess, address, and mitigate any transportation-related impacts and traffic-safety considerations on such local roads as part of its planning and construction of such developments. In the event that such developments cause traffic increases or other transportation-related impacts to such local roads that cannot be adequately mitigated, the Parties will work cooperatively to satisfactorily address such impacts under Agreement Section 4. Any roads the Tribe adds to the Property will be considered private roads and the City will not provide road maintenance, snow or ice removal, or other services it customarily supplies to public roads within the City. However, the Tribe will work with the County and the City to coordinate the road names and addresses for E911 purposes.

## **13 LAW ENFORCEMENT SERVICES.**

**13.1 General.** Once the Tribe's Property is in trust status, the Property will not generally be subject to State or local law enforcement authority. The Tribe has enacted its own Law & Order Code and has its own law enforcement force (the La Push Police Department). Pursuant to the Tribe's Law & Order Code, the Tribe's criminal jurisdiction extends to the Property. However, the Tribe's criminal jurisdiction, particularly over non-Indians, is limited in certain respects by federal law. Moreover, the La Push Police Department has limited resources to patrol off the Quileute Reservation. Therefore, while the Tribe will provide law enforcement services to the Property to the extent possible, the Tribe also desires that the County and City provide law enforcement services to the Property. By this Agreement, the Tribe consents and agrees that the County and City may exercise State and local criminal law jurisdiction over non-Indians and non-Quileute Indians on the Property; and may, if appropriate, stop, search, and detain Quileute Indians for a reasonable period of time until the La Push Police Department can take custody of them. The County and City will exercise this law enforcement authority over the Property in non-discriminatory fashion. The Parties intend to further address law enforcement services, including this exercise of jurisdiction, in separate cooperative law enforcement agreements.

**13.2 Public Safety Agreements.** The Tribe may separately negotiate and finalize cooperative law enforcement agreements with the County and City. The scope of each Party's law enforcement authority, procedures for coordination between the Parties, the enforcement of criminal laws on the Property, the conduct of criminal background checks, incarceration, prosecution, and other activities may be appropriate subjects for a public safety agreement.

**13.3 Jail Services.** The Tribe and the City have an existing Intergovernmental Agreement for Prisoner Confinement Services dated [REDACTED], 2023, whereby the Tribe may transfer custody of Tribal prisoners to the Forks Jail. The Tribe and the City acknowledge and agree that said Intergovernmental Agreement applies regardless of where Tribal prisoners were arrested and, accordingly, that the Tribe may transfer custody of Tribal prisoners arrested on the Property to Forks Jail pursuant to said Intergovernmental Agreement.

**13.4 Miscellaneous.** Nothing in this Agreement affects any civil or criminal jurisdiction the State of Washington or the United States may have over the property pursuant to Public Law 280.

## **14 OTHER SERVICES.**

**14.1 In General.** The Parties have attempted in this Agreement to identify those County and City services that the Tribe would like the County and City to provide to the Property and/or associated facilities, or which the County and City provide to similarly situated properties, for which the County and City as a standard practice impose fees or charges on those receiving the services. In the event the Parties identify other County or City services that either the Tribe would like the County or City to provide to the Property or that the County or City provides to properties within its boundaries as a matter of due course, the Tribe, County, and/or City will determine on a mutually agreeable basis, subject to arbitration in the event agreement cannot be reached, what level of service will be provided by the County and/or City and the amount that the Tribe will pay to the County and/or City in exchange for receiving such services.

**14.2 Non-Standard Services.** The Tribe may request that the County and/or City provide, in relation to the Property and associated facilities, services that are not standard County or City services, that are not covered by this Agreement, or that are provided only pursuant to special agreement calling for a requester's payment for such services. One example might be a request for additional police coverage for a special event taking place on the Property. In the event the Tribe requests such non-standard services and the County and/or City is willing and able to provide the services, the County and/or City will provide the service on a cost recovery basis as mutually agreed to by the Tribe and the County and/or City, subject to arbitration in the event agreement cannot be reached.

## **15 DISPUTES AND REMEDIES.**

**15.1 General.** The County and City understand that the Tribe is a federally recognized Indian tribe, entitled to all the protections and immunities afforded by the laws of the United States to Indian tribal governments, including but not limited to immunities from suit in tribal, federal, and state courts. Nothing in this Agreement is or may be construed as a general waiver of the Tribe's sovereign immunity, which immunity the Tribe expressly asserts and retains. Except as expressly provided in this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity. The Tribe hereby provides a limited waiver of sovereign immunity from suit on the following terms and conditions, which terms and conditions the County and City expressly accept and acknowledge:

- 15.1.1 This limited waiver of sovereign immunity by Tribe is granted only to the County and City, and does not extend to any other person, agency, or entity, whether or not an assignee of or successor in interest to the County or City.
- 15.1.2 This limited waiver of sovereign immunity applies only to disputes under this Agreement and does not apply to non-contractual claims or to claims under any other Agreement between the Tribe and one or both of the other Parties. Nothing in this limited waiver of sovereign immunity creates a contractual relationship with or a cause of action in favor of any third party against the Tribe.
- 15.1.3 This limited waiver of sovereign immunity applies only to compelling arbitration pursuant to Section 15.6 or the enforcement of an arbitration award against the Tribe in the Quileute Tribal Court pursuant to Section 15.7, provided such arbitration award has been secured in the form and under the terms stated in Section 15.2, below. No court will have jurisdiction to interfere in any way with any pending arbitration, provided that a court may address any actions to compel and questions of arbitrability that may arise as stated in Section 15.6, below.
- 15.1.4 This limited waiver of sovereign immunity will be effective as of the date of this Agreement and will expire one year following the completion, expiration, termination, or cancellation of this Agreement, except that the Tribe's limited waiver of sovereign immunity will remain effective for any arbitration proceeding then pending until the conclusion of any enforcement action (including appeals) therefrom in the Quileute Tribal Court, and until the full satisfaction of any awards or judgments which may issue from such proceedings, provided that the action to collect such awards or judgments has been filed in the Quileute Tribal Court within one year after the date of the award or judgment.
- 15.1.5 Any recovery under this limited waiver of sovereign immunity must not exceed the payments for services the Tribe has agreed to make under this Agreement. This limited waiver of sovereign immunity is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment on any real property or any other personal property.
- 15.2 Procedures.** All disputes between the Parties and all claims arising under or related to this Agreement ("dispute(s)") will be subject to the dispute resolution procedures set forth in this Section 15 and no Party will be permitted or entitled to bring any claims or other disputes in tribal, federal, or state court. In other words, should a dispute arise, the Parties will be required to: (1) negotiate in good faith according to Section 15.3; (2) mediate according to Section 15.4; and (3) arbitrate according to Section 15.5, in that order. Arbitration may only be compelled and an arbitration award may only be enforced in the manner described in Sections 15.6 and 15.7, respectively, below.
- 15.3 Good Faith Negotiations.** The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any Party may initiate negotiations by providing written notice in letter form to another Party, setting forth the subject of the dispute, all relevant facts related to the dispute, and

the relief requested. The recipient of such notice will respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days after the date of the responsive written correspondence in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

**15.4 Mediation.** If the Parties' good faith negotiations are unsuccessful in resolving the dispute, any Party involved in the dispute may commence mediation by providing to the other Party (or Parties) involved in the dispute a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties involved in the dispute will cooperate with the Peninsula Dispute Resolution Center ("PDRC") and with one another in scheduling the mediation proceedings, which will be administered by PDRC and take place in Port Angeles, WA (or, if the Parties agree, may take place remotely). The Parties will proceed with mediation under the procedures established by the PDRC mediator. Any dispute resolution achieved through mediation will be set forth in writing (after an appropriate opportunity for review by the Parties' respective legal counsel) and will be enforceable under Section 15.7, below.

**15.5 Arbitration.** If the dispute is not resolved by mediation, it will be resolved by final binding arbitration by JAMS in Seattle, WA, using one arbitrator and following the JAMS Comprehensive Arbitration Rules and Procedures (effective June 1, 2021) (the "JAMS Rules"), except that JAMS Rules 11(b) and 25 will not apply, and the provisions of Sections 15.6 and 15.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 15 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 15.7, below.

**15.6 Compelling Arbitration.** As against each Party, actions to compel arbitration and questions of arbitrability of a claim will be determined by the same court designated for enforcement of an arbitration award against that Party in Section 15.7, below, provided that the County and City must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title."



**15.7 Enforcement of Arbitration Award.** If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Quileute Tribal Court, provided that Party (or Parties) seeking enforcement of the award must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title." The Parties agree that the Quileute Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the Quileute Tribal Court other than as permitted of a federal court under 9 U.S.C. §§ 10 or 11. Moreover, the Tribe expressly states, and the County and City understand and acknowledge, that the Tribe does not waive its sovereign immunity from suit in any other court or otherwise consent to the jurisdiction of any other court for any purpose.

## **16 SUPPORT**

**16.1 Support for Trust Application.** Upon execution of this Agreement and at all times thereafter as long as this Agreement remains in effect, the County and the City agree not to oppose, and not to otherwise take any action to frustrate, the Tribe's fee-to-trust application for the Property. The County and City agree that the Tribe may provide a copy of this Agreement to the federal government as part of its fee-to-trust application for the Property. Upon the Tribe's request, the County and City agree to provide statements of support for the Tribe's fee-to-trust application for the Property.

## **17 MISCELLANEOUS.**

**17.1 Governing Law.** The validity, construction, interpretation, and legal effect of this Agreement will be governed by the laws of the State of Washington.

**17.2 Amendments.** Any Party may give the other Parties written notice at any time, initiating negotiations to amend, modify, or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement. Any amendment must be in writing and signed by a duly authorized representative of each Party to be effective.

**17.3 No Taxation or Regulation by the County or City.** Nothing in this Agreement authorizes or will be deemed to authorize the County or City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Property or any Tribal activity, except for payments or regulatory authority expressly authorized by this Agreement.

**17.4 Preservation of Tribal Self-Government.** Nothing in this Agreement authorizes the County or City to regulate or interfere in any manner with the government of the Tribe.

**17.5 Rights Limited to Parties.** This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe, the County, and the City,



and does not create, grant or confer any rights whatsoever to any third party, person or entity.

**17.6 Notices.** All notices required or permitted under this Agreement will be given by first class mail, postage prepaid. Notice so mailed will be deemed to have been received on the third (3rd) business day following the date of mailing. Notices will be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the others pursuant to this Section:

**For the Tribe:**

Chairman  
Quileute Tribe  
P.O. Box 279  
La Push, WA 98350

With a copy to:  
General Manager  
Quileute Tribe  
P.O. Box 279  
La Push, WA 98350

**For the County:**

**For the City:**

Mayor  
City of Forks  
500 E. Division St.  
Forks, WA 98331

With a copy to:  
City Attorney  
City of Forks  
500 E. Division St.  
Forks, WA 98331

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

**17.7 Severability.** In the event any section or provision of this Agreement is held invalid, any Party may initiate negotiations pursuant to Agreement Section 17.2 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Parties pursuant to the terms of this Agreement. If no Party exercises its rights under this subsection, it is the intent of the Parties that the remaining sections and provisions of the Agreement will continue in full force and effect.

**17.8 Integration – Construction.** This Agreement contains the complete and exclusive expression of the Parties' intent and agreement. Each Party was advised by the legal counsel of its choice and participated in the drafting of this Agreement to the extent desired. The Parties therefore agree that any rule of construction to the effect that an agreement should be construed against the drafter will not apply.

**EXECUTION**

**QUILEUTE TRIBE**

**CLALLAM COUNTY**

\_\_\_\_\_  
Douglas Woodruff, Jr., Chairman

\_\_\_\_\_  
[Name, Title]

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tribal Attorney

\_\_\_\_\_  
County Attorney

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

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

**CITY OF FORKS**

\_\_\_\_\_  
[Name, Title]

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**THE QUILEUTE TRIBE,  
CLALLAM COUNTY, AND  
THE CITY OF FORKS**

**REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER  
MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS**

## TABLE OF CONTENTS

	<u>Page</u>
1. AGREEMENT.....	1
2. RECITALS. ....	1
3. TERM – EFFECTIVE DATE.....	2
3.1 Effective Date .....	2
3.2 Term.....	2
3.3 Termination.....	2
4. SCOPE OF AGREEMENT. ....	2
5. TRIBE’S VOLUNTARY CONTRIBUTION FOR SERVICES.....	2
5.1 Nature of the Voluntary Contribution.....	2
5.2 Voluntary Contribution.....	3
5.2.1 Tribal Payment to County .....	3
5.2.2 Payment Option .....	3
5.2.3 Determination of Assessment .....	3
5.2.4 Assessment Method .....	3
5.3 County Distribution to State and City.....	4
6. WATER SERVICE.....	4
6.1 Provision of Water Service .....	4
6.2 Applications for New Water Service .....	4
6.3 Payments for Water Service.....	4
6.3.1 System Development Charge.....	4
6.3.2 Meter Charge .....	4
6.3.3 Water Service Payments .....	5
6.4 Public Works Permits .....	5
6.5 Compliance with City Water Code.....	5
6.6 Water Volumes and Pressure.....	5
7. SEWER SERVICE. ....	5
7.1 Provision of Sewer Service.....	5
8. STORM DRAINAGE SERVICE. ....	6
8.1 Provision of Storm Drainage Service .....	6
9. SANITATION SERVICES. ....	6
9.1 Provision of Sanitation Services .....	6
10. FIRE PROTECTION AND SUPPRESSION SERVICES .....	6
11. EMERGENCY MEDICAL SERVICES. ....	6
11.1 Provision of Emergency Services .....	6
12. ROAD/TRANSPORTATION SERVICES. ....	7
12.1 General.....	7
13. LAW ENFORCEMENT SERVICES.....	7
13.1 General.....	7
13.2 Public Safety Agreements.....	7
13.3 Jail Services. ....	8
13.4 Miscellaneous .....	8

14.	OTHER SERVICES. ....	8
14.1	In General.....	8
14.2	Non-Standard Services.....	8
15.	DISPUTES AND REMEDIES. ....	8
15.1	General.....	8
15.2	Procedures.....	9
15.3	Good Faith Negotiations.....	9
15.4	Mediation.....	10
15.5	Arbitration.....	10
15.7	Enforcement of Arbitration Award.....	11
16.	MISCELLANEOUS. ....	11
16.1	Governing Law .....	11
16.2	Amendments .....	11
16.3	No Taxation or Regulation by the County or City.....	11
16.4	Preservation of Tribal Self-Government.....	11
16.5	Rights Limited to Parties .....	11
16.6	Notices .....	12
16.7	Severability .....	12
16.8	Integration – Construction .....	12



## **1 AGREEMENT.**

This INTERGOVERNMENTAL AGREEMENT REGARDING THE PROVISION OF COUNTY AND CITY SERVICES AND OTHER MATTERS RELATING TO TRIBAL TRUST LANDS WITHIN THE CITY OF FORKS ("Agreement") is between the Quileute Tribe, a sovereign, federally recognized Indian tribal government ("Tribe"), Clallam County ("County"), and the City of Forks ("City"), each a municipal corporation. The Tribe, County, and City are each a Party and collectively the "Parties." The Parties hereby agree as follows:

## **2 RECITALS.**

- 2.1** The Tribe currently owns in fee 22.16 acres of land at the northwest corner of Highway 101 and La Push Road (a/k/a State Route 110) known as the Ki'tla Center, consisting of Clallam County Parcel Numbers 132805-120025, 132805-120050, 132805-210050, and 132932-340100 (the "Property"). The Property is within the boundaries of the City of Forks. The Tribe intends to apply to place the Property into trust status pursuant to federal law. This process takes place pursuant to 25 U.S.C. § 5108 and 25 C.F.R. Part 151 and, if approved, results in the United States of America taking the land into trust for the benefit of the Tribe.
- 2.2** Once the Property is taken into trust, the Property and the activities taking place on that Property will generally not be subject to the regulatory authority of the County or City. But because the Property is located within the County and City, the Tribe wishes to receive County and City services requested by the Tribe to the Property and the facilities located thereon on the same basis as the County and City provide services to other comparable land within the County and City, and the Tribe is willing to pay an appropriate amount for those services.
- 2.3** The Tribe intends to cover the financial impacts and costs that are incurred by the County and City to provide agreed-upon services to the Property, including the costs of regular County and City services and the cost of any other services and impacts that can be identified by the County, City, or Tribe.
- 2.4** The County and City are prepared to support the Tribe's fee-to-trust application for the Property and desire to enter into this Agreement with the Tribe to address financial impacts and other relevant issues arising from the Property and the facilities located thereon.
- 2.5** The County and City intend to provide services requested by the Tribe to the Property and the facilities located thereon on the same basis as they provide County and City services to other properties and facilities within the County and City, and to work cooperatively with the Tribe with regard to the Tribe's operation of the Property. The Tribe intends to pay for requested County and City services to the Property as set forth in this Agreement; to reimburse the County and City fairly for other expenses the County and City incur as a result of the Property, and to offset any impacts the Property has on the County and City; and to work cooperatively with the County and City with regard to the Tribe's operation of the Property.

**2.6** This Agreement does not increase, reduce, or otherwise modify any Party's jurisdiction. Any payments made to the County or City under this Agreement are made solely pursuant to this Agreement and do not constitute, nor does this Agreement permit the County or City to impose, any tax, fee, charge, or assessment. In the event that the Tribe must submit certain standard information in order to receive any County or City services, the Parties will consider such information (even if provided on a standard application form or similar document) to be submitted solely for practical purposes, to expedite the provision of services pursuant to this Agreement, and agree that it does not constitute a representation or concession by the Tribe regarding the County's or City's jurisdiction or authority.

### **3 TERM – EFFECTIVE DATE.**

**3.1 Effective Date.** This Agreement will be effective upon the completion of: (1) the execution of this Agreement by the County, City, and Tribe; (2) any approval of this Agreement as may be required by the Department of the Interior and/or Bureau of Indian Affairs; and, (3) the final decision placing the Property into trust status.

**3.2 Term.** This Agreement will remain in effect until it is terminated by mutual written agreement of the Parties, or pursuant to Agreement Section 3.3.

**3.3 Termination.** This Agreement may be terminated at any time and for any reason by any Party. Unless otherwise agreed by the Parties under Agreement Section 15.1, upon written notice of termination by a Party to the other Parties, the Agreement will terminate on the last day of the sixtieth (60) month following the date of receipt of the written notice of termination by the Party receiving such notice.

### **4 SCOPE OF AGREEMENT.**

This Agreement addresses and resolves issues that the Tribe, the County, and the City have identified as of the date of this Agreement. If issues of concern to any Party with regard to the Property arise in the future, the Parties agree to work cooperatively to resolve such issues by the adoption of Agreement amendments or other agreements, as may be necessary and appropriate. The Parties agree to participate in good faith negotiations toward agreement on such issues whenever requested to do so by another Party.

The Parties may also agree to add additional properties to this Agreement in the future. In that event, the Parties will execute appropriate amendments to this Agreement identifying the property or properties to be added (which, upon execution of such amendments, will become "Property" subject to this Agreement), and setting forth any agreed-upon terms specific to such property or properties.

### **5 TRIBE'S CONTRIBUTION FOR SERVICES.**

#### **5.1 Nature of the Contribution**

The Parties recognize that once the Property is taken into trust, the Property will no longer be subject to Clallam County property taxes, which typically fund the provision of various County and City services to other properties. In lieu of paying Clallam County property taxes,

and in exchange for the County's and City's continued provision of the agreed-upon services to the Property that they typically provide to other properties using property tax revenues, the Tribe is willing to make a contribution in an amount comparable to the Clallam County property taxes. For the avoidance of doubt, the Parties expressly acknowledge and agree that the Tribe's agreement to make this contribution is purely voluntary and that the contribution does not constitute a tax on the Tribe, the Property, or the facilities or activities thereupon. Rather, the Tribe commits as a contractual obligation to making the contribution as stated in Section 5.2.

## **5.2 Contribution.**

- 5.2.1 Tribal Payment to County.** In exchange for the County's and City's provision of the services to the Property that would otherwise be funded by property tax revenues, the Tribe agrees to make a contribution to the County annually on or before April 30. The amount of the contribution will be equal to 100% of the Clallam County property tax that would be assessed on the Property in that year if the Property were commercial property privately owned in fee status.
- 5.2.2 Payment Option.** The Tribe may choose to make its contribution under this section no less than quarterly, payable to the County. Payment may also be made by electronic or other means, as agreed by the Tribe and the County.
- 5.2.3 Determination of Assessment.** The County will submit to the Tribe its proposed assessment of the amount of the contribution, on or about October 1 of each year. The Tribe will have thirty (30) days after its receipt of the County's assessment to respond to the County's proposed assessment. The Parties will attempt to negotiate and informally resolve any differences in valuation within thirty (30) days thereafter. If the assessment cannot be agreed upon by the Parties within this time frame, it will be submitted to dispute resolution pursuant to Agreement Section 15, and any arbitration award obtained via the dispute resolution process in Section 15 determining the annual assessment for the Property for purposes of this Agreement will be final and binding on the Parties. Pending the final outcome of the dispute resolution process, the Tribe will pay the amount of the previous year's contribution. Depending on the final outcome of the dispute resolution process, either the Tribe will pay any additional amount determined to be due, or the County will refund any overpayment, as applicable, within thirty (30) days thereafter. Except as stated in this subsection, the Tribe will not withhold its contribution or any portion thereof due to a dispute between the Parties.
- 5.2.4 Assessment Method.** The assessment of the Property will not be based on the actual revenues or projected revenues of the Property from the activities located thereon; provided, however, that in determining the valuation of the Property and improvements thereon, the cost approach, income (capitalization of net income) approach, and comparable sales (if applicable) approach to valuation for comparable commercial property may be employed.

### **5.3 County Distribution to State and City.**

The County will distribute portions of the Tribe's contribution to the State of Washington and the City and special purpose districts. These distributions will equal 100% of the distributions that the County makes for other properties in the City of Forks according to the applicable property tax levies in effect for each year. The County will ensure proper distribution of funds inclusive of the various special purpose districts ( e.g., Fire District, Hospital District, School District, Port District).

## **6 WATER SERVICE.**

- 6.1 Provision of Water Service.** The City will provide water service to the Property and to the facilities located thereon on the same basis that the City provides water service to other property within the City. The City's existing water service to the Property will continue as is. In the event of future improvements to the Property requiring new water service, the Tribe will perform the actual installation and construction of water service to such improvements, using a water meter provided by the City, except that the City will be responsible for connecting the meter to the water main. Except for City-provided meters, the Tribe will own, operate, and maintain all water improvements on the Property.
- 6.2 Applications for New Water Service.** If the Tribe desires new water service to the Property in the future, then solely for ease of administration on the parts of both the Tribe and the City, the Tribe will file a standard application for water service with the City, and upon regular review and approval, the City will notify the Tribe that the Tribe may proceed to install the service. The City will process the application and issue the appropriate notice to proceed in accordance with standard City procedures for processing such applications and issuing authorizations for water service. Notwithstanding anything to the contrary, however, neither the submission of a standard application nor the submission to any inspection or instructions from the City will in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority.
- 6.3 Payments for Water Service.**

In exchange for the water service provided by the City, the Tribe will make the following payments to the City, provided that such payments are made solely as payments for services pursuant to this Agreement and will not in any way constitute a representation or concession by the Tribe regarding the City's regulatory authority:

**6.3.1 System Development Charge.** For construction of new water systems, the Tribe will pay the standard City capital facility charges, impact fees, connection, system development, and similar charges (collectively, "System Development Charges") for water systems applicable to the type and size of development to be constructed. The payment will be made within sixty (60) days of the connection to the City meter of the Property improvement.

**6.3.2 Meter Charge.** The Tribe will pay the standard City charge for the size of meter(s) applied for by the Tribe and approved by the City, for any present and future improvements on the Property. The City will provide the meter to the Tribe and

provide any maintenance and repair on the same basis that the City provides such service to other water meters within the City. The service that is applied for and approved will be based upon the intended use and the Parties understand that any improvements that trigger a water main extension or increased storage capacity will require additional design, permitting, construction, and testing, and associated time and expense.

**6.3.3 Water Service Payments.** The Tribe will make regular monthly payments to the City based on regular rates and charges for water service set by the City for commercial property inside City limits. If the City establishes classes of customers and varies rates charged for water service, the City will charge the Tribe the comparable rate for developments of the size and type of the facilities on the Property. In establishing classes of customers, the City will act in good faith and will not use the establishment of a separate class as a basis to charge the Tribe unique or discriminatory water service rates and charges.

**6.4 Public Works Permits.** The Tribe will meet or exceed relevant provisions of the Forks Municipal Code ("FMC") if the Tribe's construction work, including but not limited to installation of water service connections, involves construction or obstruction that will disturb the surface or subsurface of any City street, sidewalk, or right-of-way.

**6.5 Compliance with City Water Code.** The Tribe will meet or exceed the relevant substantive provisions of the FMC, including uniform building, fire, and sewer codes, in receiving water service from the City on the Property.

**6.6 Water Volumes and Pressure.** The Tribe will conduct any necessary or appropriate tests to determine whether there are sufficient water volumes and pressure in the City's water system in the vicinity of the Property to provide adequate volumes and pressure for potable and irrigation water and fire protection purposes. If there are not sufficient water volumes and pressure for these purposes, the Tribe will be responsible for making necessary improvements to the City's water system in the vicinity of the Property in order to provide adequate water and fire-flow service. In the event the Tribe's improvements to the City water system may allow service to other properties, the City will enter into a late-comer agreement with the Tribe to provide for the payment by other properties and payment by City to Tribe of the pro rata share of costs incurred in the water system development. If major water utility infrastructure improvements become necessary, the Tribe and the City agree to work cooperatively towards a reasonable approach and in pursuit of available State and/or federal funding.

## **7 SEWER SERVICE.**

**7.1 Provision of Sewer Service.** The City does not currently provide sewer service to the Property and presently has no plans to provide sewer service in the vicinity of the Property in the foreseeable future. In the event that the City extends sewer service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's sewer service, the City will provide sewer service to the Property and associated facilities on the same basis that the City provides sewer service to other property within the City, and the Tribe will pay comparable amounts in exchange for such service. Unless otherwise agreed, the Tribe

will perform the actual installation and construction of sewer service to Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sewer service should that become necessary in the future.

## **8 STORM DRAINAGE SERVICE.**

**8.1 Provision of Storm Drainage Service.** The City does not currently provide storm drainage and surface water management services ("storm drainage service") to the Property and presently has no plans to provide storm drainage service in the vicinity of the Property in the foreseeable future. In the event that the City extends storm drainage service to the vicinity of the Property in the future, and the Tribe desires to connect to the City's storm drainage service, the City will provide storm drainage service to the Property and associated facilities on the same basis that the City provides storm drainage service to other property within the City, and the Tribe will pay comparable amounts for such service. Unless otherwise agreed, the Tribe will perform the actual installation and construction of storm drainage service to the Property and associated facilities. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, storm drainage service should that become necessary in the future. The Tribe will ensure that all new development retains its associated stormwater within the Property limits.

## **9 SANITATION SERVICES.**

**9.1 Provision of Sanitation Services.** The Tribe presently provides its own sanitation services to the Property and plans to continue to do so. In the event that the Tribe desires City sanitation services in the future, the City will provide solid waste handling services to the Property and associated facilities, including but not limited to sanitation, garbage, refuse, compost, and recycling services, on the same basis that the City provides sanitation services to other property within the City, and the Tribe will pay comparable amounts for such services. Pursuant to Agreement Section 4, the Tribe and the City may make additional agreements regarding the provision of, and payment for, sanitation services should that become necessary in the future.

## **10 FIRE PROTECTION AND SUPPRESSION SERVICES**

**10.1 Provision of Fire Protection and Suppression Services.** The Tribe has its own Fire Department and also has an existing Fire Protection Agreement dated August 11, 2022, with Clallam County Fire Protection District No. 1 for additional support. Upon the taking of the Property into trust, the Tribe and the County acknowledge and agree that the Fire Protection Agreement will apply to the Property and associated facilities.

## **11 EMERGENCY MEDICAL SERVICES.**

**11.1 Provision of Emergency Services.** The County (through Clallam County Hospital District No. 1) will provide emergency medical services to the Property and associated facilities on the same basis that the County provides such services to other property within



the County. The County's provision of emergency medical services to the Property and associated facilities will be funded by the Tribe's contribution under Agreement Section 5.

## **12 ROAD/TRANSPORTATION SERVICES.**

**12.1 General.** The Tribe's Property and associated facilities are located at the northwest corner of the intersection of U.S. Route 101 and State Route 110 (a/k/a La Push Road). So long as the Tribe's use of the Property and the nature of the facilities thereon remain substantially similar to the present, the Parties agree that the Tribe's contribution under Agreement Section 5 will cover any transportation-related impacts to County and/or City roads in the vicinity of the Property. In the event of future developments to the Property that may impact County and/or City roads in the vicinity of the Property, the Tribe commits to assess, address, and mitigate any transportation-related impacts and traffic-safety considerations on such local roads as part of its planning and construction of such developments. In the event that such developments cause traffic increases or other transportation-related impacts to such local roads that cannot be adequately mitigated, the Parties will work cooperatively to satisfactorily address such impacts under Agreement Section 4. Any roads the Tribe adds to the Property will be considered private roads and the City will not provide road maintenance, snow or ice removal, or other services it customarily supplies to public roads within the City. However, the Tribe will work with the County and the City to coordinate the road names and addresses for E911 purposes.

## **13 LAW ENFORCEMENT SERVICES.**

**13.1 General.** Once the Tribe's Property is in trust status, the Property will not generally be subject to State or local law enforcement authority. The Tribe has enacted its own Law & Order Code and has its own law enforcement force (the La Push Police Department). Pursuant to the Tribe's Law & Order Code, the Tribe's criminal jurisdiction extends to the Property. However, the Tribe's criminal jurisdiction, particularly over non-Indians, is limited in certain respects by federal law. Moreover, the La Push Police Department has limited resources to patrol off the Quileute Reservation. Therefore, while the Tribe will provide law enforcement services to the Property to the extent possible, the Tribe also desires that the County and City provide law enforcement services to the Property. By this Agreement, the Tribe consents and agrees that the County and City may exercise State and local criminal law jurisdiction over non-Indians and non-Quileute Indians on the Property; and may, if appropriate, stop, search, and detain Quileute Indians for a reasonable period of time until the La Push Police Department can take custody of them. The County and City will exercise this law enforcement authority over the Property in non-discriminatory fashion. The Parties intend to further address law enforcement services, including this exercise of jurisdiction, in separate cooperative law enforcement agreements.

**13.2 Public Safety Agreements.** The Tribe may separately negotiate and finalize cooperative law enforcement agreements with the County and City. The scope of each Party's law enforcement authority, procedures for coordination between the Parties, the enforcement of criminal laws on the Property, the conduct of criminal background checks, incarceration, prosecution, and other activities may be appropriate subjects for a public safety agreement.

**13.3 Jail Services.** The Tribe and the City have an existing Intergovernmental Agreement for Prisoner Confinement Services dated \_\_\_\_\_, 2023, whereby the Tribe may transfer custody of Tribal prisoners to the Forks Jail. The Tribe and the City acknowledge and agree that said Intergovernmental Agreement applies regardless of where Tribal prisoners were arrested and, accordingly, that the Tribe may transfer custody of Tribal prisoners arrested on the Property to Forks Jail pursuant to said Intergovernmental Agreement.

**13.4 Miscellaneous.** Nothing in this Agreement affects any civil or criminal jurisdiction the State of Washington or the United States may have over the property pursuant to Public Law 280.

#### **14 OTHER SERVICES.**

**14.1 In General.** The Parties have attempted in this Agreement to identify those County and City services that the Tribe would like the County and City to provide to the Property and/or associated facilities, or which the County and City provide to similarly situated properties, for which the County and City as a standard practice impose fees or charges on those receiving the services. In the event the Parties identify other County or City services that either the Tribe would like the County or City to provide to the Property or that the County or City provides to properties within its boundaries as a matter of due course, the Tribe, County, and/or City will determine on a mutually agreeable basis, subject to arbitration in the event agreement cannot be reached, what level of service will be provided by the County and/or City and the amount that the Tribe will pay to the County and/or City in exchange for receiving such services.

**14.2 Non-Standard Services.** The Tribe may request that the County and/or City provide, in relation to the Property and associated facilities, services that are not standard County or City services, that are not covered by this Agreement, or that are provided only pursuant to special agreement calling for a requester's payment for such services. One example might be a request for additional police coverage for a special event taking place on the Property. In the event the Tribe requests such non-standard services and the County and/or City is willing and able to provide the services, the County and/or City will provide the service on a cost recovery basis as mutually agreed to by the Tribe and the County and/or City, subject to arbitration in the event agreement cannot be reached.

#### **15 DISPUTES AND REMEDIES.**

**15.1 General.** The County and City understand that the Tribe is a federally recognized Indian tribe, entitled to all the protections and immunities afforded by the laws of the United States to Indian tribal governments, including but not limited to immunities from suit in tribal, federal, and state courts. Nothing in this Agreement is or may be construed as a general waiver of the Tribe's sovereign immunity, which immunity the Tribe expressly asserts and retains. Except as expressly provided in this Agreement, the Tribe does not waive, limit, or modify its sovereign immunity. The Tribe hereby provides a limited waiver of sovereign immunity from suit on the following terms and conditions, which terms and conditions the County and City expressly accept and acknowledge:

- 15.1.1 This limited waiver of sovereign immunity by Tribe is granted only to the County and City, and does not extend to any other person, agency, or entity, whether or not an assignee of or successor in interest to the County or City.
- 15.1.2 This limited waiver of sovereign immunity applies only to disputes under this Agreement and does not apply to non-contractual claims or to claims under any other Agreement between the Tribe and one or both of the other Parties. Nothing in this limited waiver of sovereign immunity creates a contractual relationship with or a cause of action in favor of any third party against the Tribe.
- 15.1.3 This limited waiver of sovereign immunity applies only to compelling arbitration pursuant to Section 15.6 or the enforcement of an arbitration award against the Tribe in the Quileute Tribal Court pursuant to Section 15.7, provided such arbitration award has been secured in the form and under the terms stated in Section 15.2, below. No court will have jurisdiction to interfere in any way with any pending arbitration, provided that a court may address any actions to compel and questions of arbitrability that may arise as stated in Section 15.6, below.
- 15.1.4 This limited waiver of sovereign immunity will be effective as of the date of this Agreement and will expire one year following the completion, expiration, termination, or cancellation of this Agreement, except that the Tribe's limited waiver of sovereign immunity will remain effective for any arbitration proceeding then pending until the conclusion of any enforcement action (including appeals) therefrom in the Quileute Tribal Court, and until the full satisfaction of any awards or judgments which may issue from such proceedings, provided that the action to collect such awards or judgments has been filed in the Quileute Tribal Court within one year after the date of the award or judgment.
- 15.1.5 Any recovery under this limited waiver of sovereign immunity must not exceed the payments for services the Tribe has agreed to make under this Agreement. This limited waiver of sovereign immunity is not, and may not be deemed to be, a consent by the Tribe to the levy of any judgment, lien, or attachment on any real property or any other personal property.
- 15.2 Procedures.** All disputes between the Parties and all claims arising under or related to this Agreement ("dispute(s)") will be subject to the dispute resolution procedures set forth in this Section 15 and no Party will be permitted or entitled to bring any claims or other disputes in tribal, federal, or state court. In other words, should a dispute arise, the Parties will be required to: (1) negotiate in good faith according to Section 15.3; (2) mediate according to Section 15.4; and (3) arbitrate according to Section 15.5, in that order. Arbitration may only be compelled and an arbitration award may only be enforced in the manner described in Sections 15.6 and 15.7, respectively, below.
- 15.3 Good Faith Negotiations.** The Parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any Party may initiate negotiations by providing written notice in letter form to another Party, setting forth the subject of the dispute, all relevant facts related to the dispute, and

the relief requested. The recipient of such notice will respond within fifteen (15) business days with a written statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) days after the date of the responsive written correspondence in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

**15.4 Mediation.** If the Parties' good faith negotiations are unsuccessful in resolving the dispute, any Party involved in the dispute may commence mediation by providing to the other Party (or Parties) involved in the dispute a written request for mediation, setting forth the subject of the dispute and the relief requested. The Parties involved in the dispute will cooperate with the Peninsula Dispute Resolution Center ("PDRC") and with one another in scheduling the mediation proceedings, which will be administered by PDRC and take place in Port Angeles, WA (or, if the Parties agree, may take place remotely). The Parties will proceed with mediation under the procedures established by the PDRC mediator. Any dispute resolution achieved through mediation will be set forth in writing (after an appropriate opportunity for review by the Parties' respective legal counsel) and will be enforceable under Section 15.7, below.

**15.5 Arbitration.** If the dispute is not resolved by mediation, it will be resolved by final binding arbitration by JAMS in Seattle, WA, using one arbitrator and following the JAMS Comprehensive Arbitration Rules and Procedures (effective June 1, 2021) (the "JAMS Rules"), except that JAMS Rules 11(b) and 25 will not apply, and the provisions of Sections 15.6 and 15.7, below, will govern instead. Any Party involved in the dispute may initiate arbitration, by providing a written notice of its intention to arbitrate to the other Party (or Parties) involved in the dispute, upon either a written determination by the mediator or the Parties' mutual written agreement that mediation has been unsuccessful, or at any time at least sixty (60) days after the initial meeting with the mediator. Following a Party's receipt of the written notice of the other Party's intention to arbitrate, the Parties involved in the dispute will make a good faith effort to select an arbitrator as provided in Rule 15 of the JAMS Rules. The arbitrator selected must have at least ten years of legal experience in federal Indian law and contract law. If the Parties' selection process does not yield an agreed-upon arbitrator, JAMS will select one with such qualifications. If appropriate, the arbitrator may decide the dispute on summary disposition, unless the parties agree otherwise. Relief awarded by the arbitrator must be in accordance with this Agreement Section 15 and may include direct monetary damages, equitable relief, and specific performance, but may not include loss of profit, indirect, incidental, special, consequential, or punitive damages. The award rendered by the arbitrator will be final and may be enforced in accordance with applicable law only as provided in Section 15.7, below.

**15.6 Compelling Arbitration.** As against each Party, actions to compel arbitration and questions of arbitrability of a claim will be determined by the same court designated for enforcement of an arbitration award against that Party in Section 15.7, below, provided that the County and City must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title."

**15.7 Enforcement of Arbitration Award.** If an arbitration award is against the County and/or City, and in favor of the Tribe, judgment may be entered upon it in any court of competent jurisdiction. If the arbitration award is in favor of the County and/or City, and against the Tribe, judgment may be entered upon it exclusively in the Quileute Tribal Court, provided that Party (or Parties) seeking enforcement of the award must follow all requirements of the Quileute Sovereign Immunity Ordinance section entitled "Procedure with Respect to Actions Authorized by this Title." The Parties agree that the Quileute Tribal Court will only enforce the award rendered by the arbitrator and that such award is not subject to any appeal, objection or reconsideration in the Quileute Tribal Court other than as permitted of a federal court under 9 U.S.C. §§ 10 or 11. Moreover, the Tribe expressly states, and the County and City understand and acknowledge, that the Tribe does not waive its sovereign immunity from suit in any other court or otherwise consent to the jurisdiction of any other court for any purpose.

## **16 SUPPORT**

**16.1 Support for Trust Application.** Upon execution of this Agreement and at all times thereafter as long as this Agreement remains in effect, the County and the City agree not to oppose, and not to otherwise take any action to frustrate, the Tribe's fee-to-trust application for the Property. The County and City agree that the Tribe may provide a copy of this Agreement to the federal government as part of its fee-to-trust application for the Property. Upon the Tribe's request, the County and City agree to provide statements of support for the Tribe's fee-to-trust application for the Property.

## **17 MISCELLANEOUS.**

**17.1 Governing Law.** The validity, construction, interpretation, and legal effect of this Agreement will be governed by the laws of the State of Washington.

**17.2 Amendments.** Any Party may give the other Parties written notice at any time, initiating negotiations to amend, modify, or terminate this Agreement. In such event, the Parties will enter into good faith negotiations regarding the proposed amendment, modification or termination. This Agreement will remain in effect until amended, modified or terminated pursuant to such negotiations, or terminated as elsewhere provided by this Agreement. Any amendment must be in writing and signed by a duly authorized representative of each Party to be effective.

**17.3 No Taxation or Regulation by the County or City.** Nothing in this Agreement authorizes or will be deemed to authorize the County or City to impose any tax, fee, charge, or assessment upon the Tribe, Tribal Property or any Tribal activity, or to exercise any regulatory authority over the Tribe, Tribal Property or any Tribal activity, except for payments or regulatory authority expressly authorized by this Agreement.

**17.4 Preservation of Tribal Self-Government.** Nothing in this Agreement authorizes the County or City to regulate or interfere in any manner with the government of the Tribe.

**17.5 Rights Limited to Parties.** This Agreement is exclusively for the benefit of and governs only the respective authorities and relations between the Tribe, the County, and the City,

and does not create, grant or confer any rights whatsoever to any third party, person or entity.

- 17.6 Notices.** All notices required or permitted under this Agreement will be given by first class mail, postage prepaid. Notice so mailed will be deemed to have been received on the third (3rd) business day following the date of mailing. Notices will be to the following addresses or to such alternative addresses as are provided for in a written notice given by one Party to the others pursuant to this Section:

**For the Tribe:**

Chairman  
Quileute Tribe  
P.O. Box 279  
La Push, WA 98350

With a copy to:  
General Manager  
Quileute Tribe  
P.O. Box 279  
La Push, WA 98350

**For the County:**

**For the City:**

Mayor  
City of Forks  
500 E. Division St.  
Forks, WA 98331

With a copy to:  
City Attorney  
City of Forks  
500 E. Division St.  
Forks, WA 98331

The Parties are also encouraged to communicate with each other by phone, e-mail, or by other communication methods, but the method specified in this section is required for all official notices unless expressly agreed to in the alternative in writing.

- 17.7 Severability.** In the event any section or provision of this Agreement is held invalid, any Party may initiate negotiations pursuant to Agreement Section 17.2 to amend or modify this Agreement in response to such invalidity and, if the Party is not satisfied with the outcome of such negotiations, may terminate this Agreement by giving written notice of termination to the other Parties pursuant to the terms of this Agreement. If no Party exercises its rights under this subsection, it is the intent of the Parties that the remaining sections and provisions of the Agreement will continue in full force and effect.

- 17.8 Integration – Construction.** This Agreement contains the complete and exclusive expression of the Parties' intent and agreement. Each Party was advised by the legal counsel of its choice and participated in the drafting of this Agreement to the extent desired. The Parties therefore agree that any rule of construction to the effect that an agreement should be construed against the drafter will not apply.



**EXECUTION**

**QUILEUTE TRIBE**

**CLALLAM COUNTY**

\_\_\_\_\_  
Douglas Woodruff, Jr., Chairman

\_\_\_\_\_  
[Name, Title]

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

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

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tribal Attorney

\_\_\_\_\_  
County Attorney

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

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

**CITY OF FORKS**

\_\_\_\_\_  
[Name, Title]

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

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

TO: Mayor Tim Fletcher  
Members of the City Council

FROM: Rod Fleck, Attorney/Planner

DATE: 5 March 2025

RE: Recommendation from Forks Planning Commission  
*Annual Zoning Code Updates – Terry & Bev Knight Rezone of  
121 West A Street.*



I wanted to put in writing the recommendation from the Forks Planning Commission that I mentioned in my staff update/report during the last City Council meeting. The memo is the background to the actual action item which is **to set a public hearing for 14 April 2025** to consider this request and the Planning Commission's recommendation to approve the requested rezone.

This memo will also serve as the staff report for any future hearing.

#### **Procedural elements**

The City of Forks advertises in October/November of each year for zoning or planning amendments. This is done to allow the public an opportunity to request changes to the Zoning Code (FMC Title 17). If not done as part of this annual effort, a party would be required to pay various fees and costs associated with their rezone request. In response to our request in 2024, we received one response from Terry & Bev Knight requesting a rezone of their property at 121 West A Street. This is the two-story house pictured in the attached that some might remember being Sheila Wahlgren's real estate office.

The Knights requested that their property be rezoned from the current overlap zone of High Density Commercial/High Density Residential to solely High Density Residential. As a rezone requires also a State Environmental Policy Act (SEPA) review and determination, my office undertook that work as is the case with any annual rezones received. A 'Determination of Non-Significance (DNS)' was issued on 9 January 2025 and published in the Forks Forum and SEPA Registry. Notice of this request and setting the matter before the Planning Commission during their 19 February 2025 meeting was also published in the Forks Forum. Further, these notices were mailed to all property owners of record within 500' of the limits of the Knight's property.

There was no challenge of the SEPA DNS and the matter proceeded to the Planning Commission for their consideration. At the 19 February 2025 meeting, the matter was taken up as part of the published agenda and per the earlier notice.

After my providing the Planning Commission information that I have shared above, the Commission then opened a public hearing. There were neither written or public comments made on this matter to the Planning Commission. The proponents were not in attendance and so I shared what I knew about the request based upon meetings I had had with the parties late in 2024. In their assessment of future uses of the property, they were interested in potentially dividing the property and creating a separate lot for a new small residence. The overlap zoning requires the landowner to take the more restrictive of the two zones with regards to lot sizes, setbacks, and uses. As a result of the current size of the existing lot, it would not be possible to divide it and meet the more restrictive size requirements of one of the two zones. Under High Density Residential (R-4), the existing lot could be divided into two lots.

The existing lot is part of the sewer district; utilizes City water; and, is provided power by the PUD. The Commission unanimously adopted a motion the City Council adopt the requested rezone of the property owned by the Knights and rezone that property to be "High Density Residential - R-4" zoning.

## **RECOMMENDATION**

In order for the zoning associated with the Knight's property to be changed, the Council would have to adopt an ordinance rezoning the property. The first step in that approach is the setting of a public hearing to consider a draft ordinance. I would recommend that a hearing be set for 14 April 2025. After the hearing that night, barring some opposition that did not materialize during the Planning Commission's meeting, the Council could adopt an ordinance that will be prepared prior to that date.

**Meeting Minutes  
Forks Planning Commission  
19 Feb 2025**

**Attending: Commissioners DeAnna Beck, Milton Beck, Brian Weekes, Trent Thurman. Planner Rod Fleck, Consultant Tom Beckwith via ZOOM.**

**Yet again technical issues required a bit of finesse, however, when completed, the meeting was called to order at 5:23. A motion to adopt the agenda was made by D Beck, seconded by Weekes, and passed unanimously.**

**Regarding the agenda item associated with the Growth Management Act's Comprehensive Plan Update, the meeting was open for public comment. There were no members of the general public present, nor had any correspondence been received. The Commission did not have any additional comments regarding Chapter 9, not 8 as noted in the Agenda, regarding Community Facilities. Fleck noted that additional chapters had been sent by Beckwith and provided a copy of Chapter 10 on Parks. Beckwith noted that it was part of the last chapters to be drafted. The other two were Chapter 11 – Utilities and Chapter 12 – Capital Facilities. These would be the topic of discussion in the March regular meeting. Fleck and Beckwith would like to trigger a 60-day review by Commerce at the start of April on these chapters.**

**Fleck then provided an overview of the current format of the City's ordinances associated with critical areas and wetlands. This then led into a brief introduction of the draft ordinance Beckwith had created which combined the two. Fleck noted that the preference was to have two separate ordinances if possible. In addition, there were guidelines that both Fleck and Beckwith were looking at to finalize a draft of these ordinances. The current combined draft will be provided for the next regularly scheduled meeting. The objective is to try to have drafts that could be sent out for review and circulation in April 2025.**

**The Commission then focused its attention on the Annual Rezone element of the agenda. Fleck noted that there had been only one submission to the City's annual call for amendments to the zoning code and comp plan. This was a zoning code request submitted by Terry and Bev Knight to rezone a property currently zoned with an overlap zone to be zoned only as high density residential (R-4). Fleck gave a verbal staff report and indicated that a SEPA review had occurred earlier in the year with a 'Determination of Non-Significance' (DNS) issued on 9 Jan 2025. No comments were received in response to that determination.**

**The applicant was not present, so Fleck provided a brief overview of the prior conversations he had had with the Knights. They are looking at developing a second structure on the property and may want to pursue the short platting of the lot so that the current building and any new building are each on separate lots. As to the current building, the owners are assessing the repair and refurbishment of that two story structure. If so, the 1920s era lot would not be able to meet current zoning requirements associated with the overlap zones "more restrictive of the**

two” requirements. The high density residential zone would meet their longer term objectives and that zone is associated with neighboring properties to the west.

The Commission then began their deliberations on the proposed rezone request. D. Beck asked for clarification as to the location of the property. Fleck described the location and members of the Commission helped make sense of the parcel map that was made part of the packet. Weekes felt that the request would meet the needs of Forks and the direction it was heading with growth and changes he has witnessed. Thurmond agreed that the proposal made sense in light of the applicant’s objective and the City’s needs.

On a motion by Weekes, seconded by Thurmond the Planning Commission unanimously recommended that the City Council adopt the requested rezone of the property owned by the Knights and rezone that property to be “High Density Residential - R-4” zoning.

Fleck noted that he would inform the Council of this action at its meeting on Monday, but that it would probably not be something that the Council would take action on until April. This was in part due to notice requirements for a public hearing and the associated time to advertise that hearing.

Fleck reminded members of the Commission of a special meeting of the Commission agreed to be held at 5:15 pm on 5 March 2025 to consider the Conditional Use Permit of the Rainforest Mobile Home Park. Fleck provided members of the commission with a packet of materials, but realized that the applicant’s letters and maps were not attached. He noted that those would be mailed to the members by week’s end.

Fleck also noted that at the meeting on the 5<sup>th</sup>, he would hand out materials for the regularly scheduled meeting on 19 March.

On a motion by Weekes, seconded by D. Beck, and unanimously approved, the Commission adjourned at 5:57 pm.



websrv22.clallam.net/propertyaccess/Property.aspx?cid=0&year=2024&prop\_id=5608



★ Bookmarks



New Tab



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Joint Legislative Au...



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#### ▼ Improvement / Building

Improvement #1: HOUSE State Code: 61 1152.0 sqft Value: \$95,394

Bathroom Count: 02 - One Bathroom Exterior Wall: 3 - Shake & Shingle

Foundation: 2 - Post and Pier Heating/Cooling: 2 - Baseboard Electric

Kitchen Quality: 2 - Average Number of Bedrooms: 2

Roof Covering: 4 - Composition

Type	Description	Class CD	Sub Class CD	Year Built	Area
→ MA	Main	04	03	1913	768.0
→ MA2	2nd Floor	04	02	1913	384.0
→ PORCH-4	PORCH ENCLOSED	04	01	1913	66.0
→ STORAGE	STORAGE SHED	04	02	1913	0.0

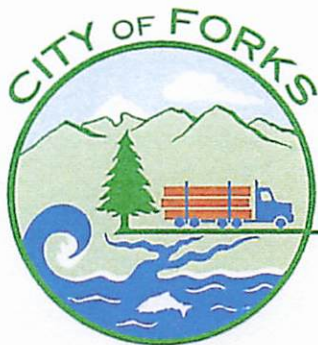
Improvement #2: UTILITIES State Code: 18 0.0 sqft Value: \$23,500

Type	Description	Class CD	Sub Class CD	Year Built	Area
→ UT	UTILITIES	*	*	9999	1.0





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[forkswashington.org](http://forkswashington.org)

DATE: March 6, 2025

TO: Mayor Tim Fletcher

FROM: Caryn DePew

RE: Job Titles Change Request

As you are aware, Lindsay Prose has turned in her resignation with the City. I would like to change the job titles and duties for both positions in the front office. The position that will be vacant is currently titled Utility Biller. Kim Weissenfels' title is currently Utility Clerk/Administrative Assistant. Kim has been doing the utility billings for almost a year now and has done a wonderful job with it. I would like to change her title to Utility Biller/Administrative Assistant. I would like to change the vacant position to Utility/Accounting Assistant as we have a need for accounting duties. The person filling this position would cover the duties Lindsay currently performs, including cross training with utility billing, and perform additional accounting duties. The pay scales for both positions would remain the same.

TF  
03/07/25

# Memorandum

**To:** All City of Forks Employees  
**From:** Nerissa Davis, Human Resources  
**Date:** 3/7/2025  
**Re:** Job Opening – Utility/Accounting Assistant

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Notice is hereby given that the Utility/Accounting Assistant position is open for in-house applicants. If you are interested in applying for this position, please submit your letter of interest to Nerissa Davis, by 10:00 am on Thursday, March 13, 2025.

**Employment Status:** Full time M-F 8:00-5:00

**Salary Range:** 4A–4F

**Basic Function:** Performs a variety of functions to support and assist the City Clerk/Treasurer. This position will be cross trained with the utility biller, will be responsible for record keeping, responding to public inquiries, and other assigned accounting duties. Front counter duties to include receipting and customer assistance.

**Minimum Qualifications:** Valid Washington State driver's license, high school diploma or GED. Minimum two years' accounting experience. Demonstrate computer experience to include such programs as Microsoft Word and Excel. Type at least 40 words per minute and exhibit 10-key proficiency. Basic office skills and knowledge.

The City reserves the right to either hire an in-house applicant or include in-house applicants for consideration with other applicants after public advertisement.





March 4, 2025

**By Email**

Board of Clallam County Commissioners

Re: Legal Action to Vindicate Clallam County Forest Board Transfer Land Trust Beneficiaries' Legal and Financial Interests

Dear County Commissioners:

You are in receipt of former State Representative Jim Buck's letter to you dated December 14, 2024 and his magisterial analysis of the legislative history of the County Forest Board Land Trust ("Lands" in this letter).

Our organization emphatically agrees with Jim Buck's letter and his analysis of the exact legal status of these lands, and also that both the legislature and the Department of Natural Resources (DNR) have not fully fulfilled their fiduciary responsibility to Clallam County taxing districts under the terms of the trust established when the County transferred the lands to the state (for the state to hold in trust for the County and taxing districts). Thus, legal action to vindicate the rights of Clallam County beneficiaries needs to be pursued if petitions to DNR to rectify their mismanagement prove unfruitful. In writing this letter, we will not duplicate former Representative Buck's analysis and conclusions, but we will provide additional comments to further illustrate how both DNR and perhaps the legislature, in the case of multiple-use statutes, have not carried out their fiduciary duties.

*The Basics*

*"The remaining lands were deeded by various counties to the State after tax foreclosures, pursuant to RCW 76.12.030 [now RCW 79.22.040]. That statute provides that these forest board transfer lands are to be "held in trust" by the State, and that proceeds from the management of these lands go to the grantor counties, after deducting administrative expenses. RCW 76.12.030(1), (2) [now RCW 79.64.110, I think]."*<sup>1</sup>

These lands were part of the "revenue base" i.e., the property tax base, of counties and taxing districts prior to their forfeiture for non-payment of property taxes. *"In the early 1930s, the land was transferred to the State Forest Board in trust, to be managed for the benefit of the local taxing districts for which the land had been the revenue base."*<sup>2</sup> This truth endures.

The crux of the matter is this: DNR's management of Clallam County lands is founded first and last on the law of trusts. Fundamental is the legislature's and DNR management's fidelity to the terms of the trust as laid out in former RCW 76.12.030 (as of 1935 when Clallam County-owned, tax-forfeiture lands were deeded to the state to be held in trust) – which are simply that the lands are to be managed so as to provide a sustainable and steady stream of revenue to

<sup>1</sup> COUNTY OF SKAMANIA, v. THE STATE OF WASHINGTON. 102 Wn.2d 127 (1984)

<sup>2</sup> Chuckanut Conservancy v. Department of Natural Resources, 17, 156 Wn. App. 274 (Wash. Ct. App. 2010).





Clallam County and its other taxing district beneficiaries. *Skamania's* teaching about trust responsibilities remains the law: "A trustee must act with undivided loyalty to the trust beneficiaries, to the exclusion of all other interests. ... It may not sacrifice this goal to pursue other objectives, no matter how laudable those objectives may be."<sup>3</sup> Further, in a recent case, the state Supreme Court stated that: "DNR is likewise obligated by statute to manage forest board lands for the benefit of the counties who granted land to the State. DNR is not required to harvest timber from state lands (although it is required to do so with respect to forest board lands), but it may elect to do so to generate revenue for its beneficiaries."<sup>4</sup> (Emphasis added.)

#### *A Different Number for Clallam County Lands*

DNR uses 93,018 acres as the amount of Clallam County lands, per their 4<sup>th</sup> Quarter 2024 Quarterly Income Report found here:<sup>5</sup> - there are perhaps a few transfer deeds that are as yet unlocated.

#### *Ultra Vires Actions By the Commissioner of Public Lands*

A quick review of how authority and responsibility are distributed within the Department:

The Department is composed of three entities<sup>6</sup>: the Board of Natural Resources<sup>7</sup>; the Administrator (who is the Commissioner of Public Lands<sup>8</sup>); and the Supervisor, who serves at the pleasure of the Commissioner.<sup>9</sup> The Supervisor has expansive duties in running the department under the supervision of the Administrator/Commissioner.<sup>10</sup> The Supervisor is not germane to this discussion.

The Administrator/Commissioner is vested with authority to carry out all powers, duties, and functions assigned to the Department, *except* for those powers, duties, and functions specifically assigned to the Board of Natural Resources.<sup>11</sup> The Board of Natural Resources is assigned a policy-making and rule-making role;<sup>12</sup> which the Administrator/Commissioner is

<sup>3</sup> COUNTY OF SKAMANIA, *op. cit.*

<sup>4</sup> CONSERVATION NORTHWEST, v. COMMISSIONER OF PUBLIC LANDS, HILARY FRANZ (in her official capacity) (2022), Sec. IV.

<sup>5</sup> [fm clallam co 0424.pdf](#)

<sup>6</sup> RCW 43.30.030.

<sup>7</sup> RCW 43.30.205.

<sup>8</sup> RCW 43.30.105.

<sup>9</sup> RCW 43.30.155.

<sup>10</sup> RCW 43.30.430.

<sup>11</sup> RCW 43.30.421. Administrator. The administrator shall have responsibility for performance of all the powers, duties, and functions of the department *except those specifically assigned to the board. In the performance of these powers, duties, and functions, the administrator shall conform to policies established by the board*, and may employ and fix the compensation of such personnel as may be required to perform the duties of this office. (emphasis added.)

<sup>12</sup> RCW 43.30.2015 Powers and duties of board.

The board shall:

- (1) Perform duties relating to appraisal, appeal, approval, and hearing functions as provided by law;
- (2) Establish policies to ensure that the acquisition, management, and disposition of all lands and resources within the department's jurisdiction are based on sound principles designed to achieve the maximum effective development and use of such lands and resources consistent with laws applicable thereto; ...





obligated to follow. Specifically germane are the Board's responsibilities in setting sustainable harvest levels,<sup>13</sup> and approving all trust land transactions and timber harvest sales.<sup>14</sup>

A proper understanding of this division of authority is important to understand the *ultra vires* actions that have taken place in postponing or cancelling/modifying timber sales for Clallam lands.

A tract of state forestlands known as "Power Plant" was proposed for sale at the June 6, 2023 Board of Natural Resources meeting. The minutes of that meeting reflect an extensive conversation between Board members and departmental staff regarding "Power Plant" and after all concerns were addressed, it and all proposed sales were approved by a unanimous vote. The sale was awarded soon afterward, and the contract was signed by both parties in the normal course.

The Commissioner unilaterally cancelled/postponed "Power Plant" on December 18<sup>th</sup>,<sup>15</sup> explaining her action in a letter to the Board of Clallam County Commissioners regarding both the sale and the 69 acres from it to be nominated for carbon sequestration/storage.<sup>16</sup>

The Commissioner's cancellation was an *ultra vires* action, and is therefore null and void. Only the Board of Natural Resources is legally allowed to approve a sale for auction; therefore only the Board of Natural Resources can rescind, cancel, modify, or otherwise change a sale once it has been approved. There is no statutory power granted to the Commissioner to unilaterally modify, postpone, cancel, or set aside the Board's work after it has been approved by at least four members<sup>17</sup> of that body. If that were true, it is legally absurd for the Legislature to have created a Board of Natural Resources with certain powers, that can be cancelled or modified in the sole discretion of another departmental component.

RCW 79.15.140 (referred to in the Commissioner's letter and set out in full in the footnote<sup>18</sup>)

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(6) Adopt and enforce rules as may be deemed necessary and proper for carrying out the powers, duties, and functions imposed upon it by this chapter.

<sup>13</sup> RCW 79.10.300 Definitions. ...

(5) "Sustainable harvest level" means the volume of timber scheduled for sale from state-owned lands during a planning decade as calculated by the department and *approved by the board*. (emphasis added).

<sup>14</sup> RCW 79.10.340 Sustainable harvest sale.

The board of natural resources shall offer for sale the sustainable harvest as identified in the 1984-1993 forestland management program, or as subsequently revised. In the event that decisions made by entities other than the department cause a decrease in the sustainable harvest the department shall offer additional timber sales from state-managed lands.

<sup>15</sup> State sets aside 2,000 acres of forestland - Controversial Power Plant sale is canceled, Wednesday, December 20, 2023; [State sets aside 2,000 acres of forestland | Peninsula Daily News](#)

<sup>16</sup> Commissioner of Public Lands letter to Clallam County Board of Commissioners re: "Power Plant and "Structurally complex, carbon dense forestland" "dated December 18, 2023.

<sup>17</sup> RCW 43.30.225(4).

<sup>18</sup> RCW 79.15.140 Valuable materials contract—Impracticable to perform/cancellation—Substitute valuable materials.

(1) In the event that the department determines that regulatory requirements or some other circumstance beyond the control of both the department and the purchaser has made a valuable materials contract wholly or partially impracticable to perform, the department may cancel any portion of the contract which could not be performed. In the event of such a cancellation, the purchaser shall not be liable for the purchase price of any portions of the contract so canceled. Market price fluctuations shall not constitute an impracticable situation for valuable materials contracts.



does provide for substitution of valuable materials sold, *if* events beyond the control of the Department make a contract already agreed upon *impracticable* to perform. The dictionary definition of impracticable is "impossible to do or carry out".<sup>19</sup>

First, this was an event wholly within the Department's control. It's a policy choice to cancel or modify the contract since the Department asked for permission from the County to use those acres (upon which valuable materials have already been sold) for carbon sequestration/storage. Second, outside events *did not* conspire against the Department – the Department made the policy choice itself for whatever reason. *So the Department tried to rely on a statute that cannot and does not apply.* For the Commissioner to try to fit this particular carbon sequestration/storage "square peg" into this statutory "round hole" simply is impossible.

Therefore this too was an *ultra vires* act. Ditto for the December, 2024 postponement of the "Alley Cat" sale at the request of an audience member at that month's meeting of the Board of Natural Resources. And ditto for two additional Clallam land timber sales (if the new Commissioner's "pause" implicates Clallam lands) - that action being an *ultra vires* modification of the Sustainable Harvest Plan, which can only be accomplished by the Board of Natural Resources.

*Ultra vires* acts are prima facie evidence of divided loyalty in favoring policies incompatible with the fiduciary duty of DNR to provide sustainable financial returns on Clallam lands.

#### *Arrearages*

There has never not been a timber harvest arrearage on Clallam lands. An "arrearage" is simply when the planned decadal timber harvest is not fully accomplished – the "arrearage" is the shortfall in planned versus actual timber harvest.<sup>20</sup> A constant shortfall simply indicates through intent or neglect, DNR's loyalty is to future generations, and not to the generation current in any given decadal harvest plan. This is a violation of the law of trusts.

#### *Setting Aside Too Much Land for Marbled Murrelet Habitat*

This endangered seabird nests in only old growth trees – those with limbs 7 inches or more in diameter, and 50 feet or more above ground. Clallam lands set aside for murrelet habitat totals

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(2) Alternatively, and notwithstanding any other provision in this title, the department may substitute valuable materials from another site in exchange for any valuable materials which the department determines have become impracticable to remove under the original contract. Any substituted valuable materials must belong to the identical trust involved in the original contract, and the substitute materials shall be determined by the department to have an appraised value that is not greater than the valuable materials remaining under the original contract. The substitute valuable materials and site shall remain subject to all applicable permitting requirements and the state environmental policy act, chapter 43.21C RCW, for the activities proposed at that site. In any such substitution, the value of the materials substituted shall be fixed at the purchase price of the original contract regardless of subsequent market changes. Consent of the purchaser shall be required for any substitution under this section.

<sup>19</sup> [impracticable definition - Search \(bing.com\)](#)

<sup>20</sup> RCW 79.10.300(1).





to 21,826 acres<sup>21</sup>, an unknown fraction of which is second growth lands unsuitable by definition as murrelet habitat. A 2018 Supreme Court opinion<sup>22</sup> controls U.S. Fish & Wildlife Service's biological opinions on endangered species habitat set-asides, saying that only lands currently suitable as habitat can be designated as critical habitat to be set aside and dedicated to the species' survival. Second growth stands should not have been included in DNR's or USF&WS's 2019 marbled murrelet amendment to the state's existing Habitat Conservation Plan (HCP). This Supreme Court opinion reasonably should have been known by DNR and taken into account during negotiations with the Services during 2018 and 2019 when DNR was in the final stages of preparation for and ultimately approval of the Murrelet amendment to the HCP. This was an *ultra vires* act by the Board of Natural Resources, allowing an unnecessarily large number of timbered acres to be set aside from Clallam lands, a violation of DNR's duty as expressed in *Skamania*.

We are at your disposal to discuss these issues in further detail.

Very best regards,

Kelly Johnson  
President

C: Clallam County Prosecuting Attorney, Clallam County Resource Advisory Committee

<sup>21</sup> DNR Presentation to Clallam BOCC - 11-6-2023.

<sup>22</sup> WEYERHAEUSER v. UNITED STATES FISH AND WILDLIFE SERVICE (2018).