

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

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forkswashington.org

Council Meeting Agenda
August 11, 2025
7:30 PM

Listening and webcast options will be posted on the city's website www.forkswashington.org

Pledge of Allegiance/Call to Order/Roll Call

Modifications/Approval of Agenda

Public Comment Period

Upon acknowledgment by the chair, please rise and state your name. All comments are limited to three minutes. Note that Council will not enter into dialogue at this time. The purpose of this agenda item is for you, the public, to inform the council of your views. Staff may be instructed by the chair to note input or questions, and to provide responses at a later date.

Action Items

1. Minutes of Special Meeting held July 21, 2025

2. Minutes of Regular Meeting held July 28, 2025

3. Expenditures:

Payroll Checks	44702 through 44719	\$ 151,834.70
Claim Checks	44720 through 44736	
	and EFTs included in total amount of	\$ 37,298.74

4. Job Title/Pay Scale Change Authorization

5. Light Pole Replacement Bid Award

6. Riverside Lease Modification

7. RECOMPETE MOU Approval

Discussion Items

1. 2026 Budget Calendar

2. Forks Avenue Speed Limit

3. Council Member Reports

4. Staff Reports

5. Mayor's Report

6. Executive Session. The council ***may*** recess for 20 minutes into Executive Session to consider matters permitted per RCW 42.30.110, which include: to review the performance of a public employee; to consult with legal counsel regarding litigation or potential litigation; to consider the position to be taken in collective bargaining (Closed Session); to consider acquisition or sale of real estate; or, to consider minimum price for lease of city property; other permitted matters.

7. Adjournment

Additions:

City of Forks
Council Meeting Minutes Special Session
City Council Chambers
July 21, 2025 7:30 p.m.

0:01 **PLEDGE OF ALLEGIANCE AND CALL TO ORDER**

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

00:26 **PUBLIC COMMENT**

There was no public comment.

ACTION ITEMS

00:37 **1. Consideration of Riverside Lease**

Attorney/Planner Fleck introduced information about Riverside Forest Products USA, their plans, and key aspects of the proposed lease agreement with them, including improvements to be made by the City. Some discussion ensued.

15:55 **ROLL CALL**

As a matter of procedure and once discussion was complete, Mayor Fletcher called for the roll call that was omitted at the beginning of the meeting.

Council members Patel, Soha, Gingell, Coleman, and Mayor Fletcher present. Wood absent. Staff members DePew, Clerk/Treasurer and Fleck, Attorney/Planner present. Rowley, Police Chief and Hampton, Public Works Director absent.

27:49 **Motion** to approve the proposed lease and authorize the Mayor and staff to execute the lease agreement by Gingell, second Coleman, motion carried.

2. Industrial Park Improvements Associated with Riverside Lease

28:16 Attorney/Planner Fleck went into greater detail regarding list of repairs and improvements Riverside Forest Products USA is asking the City to make to the Industrial Park as part of the proposed lease agreement, as well as possible funding sources and terms for these improvements.

35:17 Clallam County Commissioner Mike French, present via Zoom, said will fully support the City's application for an Opportunity Fund grant to pay for a portion of the improvements, and that this situation is exactly what the Opportunity Fund is for. He also said RECOMPETE funds will be most effective with this project through workforce training.

37:08 **Motion** to authorize the Mayor and staff to submit the Opportunity Fund grant application and pursue secondary funding sources as backup by Soha, second Patel, motion carried.

3. ADJOURNMENT

37:25 **Motion** to adjourn by Soha, second Gingell, motion carried. Meeting adjourned at 8:07 p.m.

Tim Fletcher, Mayor

Caryn DePew, Clerk/Treasurer

City of Forks
Council Meeting Minutes Regular Session
City Council Chambers
July 28, 2025 7:30 p.m.

PLEDGE OF ALLEGIANCE AND CALL TO ORDER

0:00 Mayor Fletcher led the Pledge of Allegiance and then called the meeting to order at 7:30 p.m.

ROLL CALL

Council members present: Patel, Wood (present via Zoom), Soha, Gingell, Coleman, and Mayor Fletcher. Staff present: DePew, Clerk/Treasurer, Fleck, Attorney/Planner (present via Zoom), Rowley, Police Chief, and Hampton, Public Works Director.

MODIFICATIONS/APPROVAL OF AGENDA

Council Member Gingell asked that discussion of a traffic/speed limit study be added as Discussion Item 2.

1:22 **Motion** to approve the agenda as modified by Soha, second Patel, motion carried.

PUBLIC COMMENT

2:16 Lissy Andros, Director Forks Chamber of Commerce, reported that Stephenie Meyer will be celebrating 20 years since "Twilight" was published with a visit to Forks to participate in this year's Forever Twilight in Forks Festival events. She also thanked Lex Prose for organizing a private event at the Twilight Collection to correspond with a meeting of his motorcycle club at the Rainforest Arts Center.

ACTION ITEMS

1. Minutes of Regular Meeting held July 14, 2025

4:39 **Motion** to approve minutes of the Regular Meeting held July 14, 2025 by Soha, second Patel, motion carried.

2. Expenditures

5:04 **Motion** to approve payroll checks 44652 through 44667 in the amount of \$96,634.50, and claim checks 44668 through 44701 and EFTs as included in the total amount of \$93,542.72 by Patel, second Wood, motion carried.

3. Quillayute Airport Grant Authorization Modification

5:57 Attorney/Planner Fleck explained the requested motion and reasons behind it.

4:46 Wood asked if the funding would cover the septic system at the airport. Fleck said it would not.

8:38 **Motion** to authorize the Mayor and staff to accept a grant award of up to \$410,000 from the FAA that includes \$300,000 from the Airport Improvement Program and

up to \$110,000 from an Infrastructure Investment and Jobs Act grant to secure funding for runway design and improvements by Gingell, second Coleman, motion carried.

4. Resolution No. 527: Forest Practices Board Stream Rule

9:33 Attorney/Planner Fleck explained the City's request for further review, research, and development before the Forest Practices Board passes the proposed CR-102 Western Washington Np Buffer Rule.

10:40 **Motion** to adopt Resolution No. 527, Forest Practices Board Stream Rule, by Soha, second Gingell, motion carried.

5. June 2025 Treasurer's Report

12:03 **Motion** to approve the June 2025 Treasurer's Report by Soha, second Gingell, motion carried.

DISCUSSION ITEMS

1. 2nd Quarter 2025 Reports

12:53 Clerk/Treasurer DePew noted increases in sales and lodging tax.

11:39 Police Chief Rowley commented on falling jail statistics.

18:33 Lissy Andros said the VIC was "August busy" in July in reference to Visitor Information Center statistics.

2. Street Study

18:54 Council Member Gingell stated the process for changing the speed limit on a State road as he understands it. Attorney/Planner Fleck followed up with further information, noting that when the issue was previously discussed, Council voted against asking WSDOT to perform the necessary study. Discussion ensued with Council generally agreeing that reducing the speed limits at the edges of town is necessary.

3. Council Member Reports

22:32 **Council Member Patel** said he will miss the next Regular Meeting.

23:31 **Council Member Wood** thanked Council and staff for their patience as he recovers from a health issue, and said he should be attending the next Regular Meeting in person.

24:00 **Council Member Gingell** said he does not support codification of a water steward in the County Charter.

4. Staff Reports

25:29 **Clerk/Treasurer DePew** said there will be a 2.7% CPI increase in City utility and property lease rates in 2026.

25:48 **Public Works Director Hampton** said preparations for the chip-seal project have begun, and that he is still dealing with issues at the wastewater treatment plant.

26:25 **Attorney/Planner Fleck** reported having attended a couple of meetings since the previous Special Meeting, including one with the EDC.

26:58 **5. Mayor's Report**

Mayor Fletcher reported having attended West End Business and Professional Association and Chamber of Commerce meetings.

27:16 **6. Executive Session**

At 7:57 p.m., Council recessed for three minutes before entering into Executive Session for 20 minutes to consider current or potential litigation at 8:00 p.m. to end at 8:20 p.m.

Part II

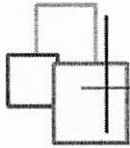
0:00 Mayor Fletcher reconvened the Regular Meeting at 8:20 p.m. No action was taken.

7. ADJOURNMENT

0:24 **Motion** to adjourn by Soha, second Gingell, motion carried. Meeting adjourned at 8:20 p.m.

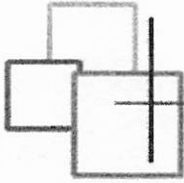
Tim Fletcher, Mayor

Caryn DePew, Clerk/Treasurer



Register

Number	Name	Fiscal Description	Amount
<u>44702</u>	AFLAC Remittance Processing	2025 - August - First Council Date	\$21.00
<u>44703</u>	AWC Employee Benefit Trust	2025 - August - First Council Date	\$51,149.43
<u>44704</u>	AWC Life Ins - Supplemental	2025 - August - First Council Date	\$36.20
<u>44705</u>	Department of Employment Security	2025 - August - First Council Date	\$166.43
<u>44706</u>	Dept of Labor & Industry	2025 - August - First Council Date	\$2,423.23
<u>44707</u>	Dept of Retirement - Def Comp	2025 - August - First Council Date	\$670.26
<u>44708</u>	Dept of Retirement - Def Comp - Roth	2025 - August - First Council Date	\$61.69
<u>44709</u>	Dept of Retirement Systems-LEOFF	2025 - August - First Council Date	\$1,927.63
<u>44710</u>	Dept of Retirement Systems-PERS 2	2025 - August - First Council Date	\$4,701.52
<u>44711</u>	Dept of Retirement Systems-PERS 3	2025 - August - First Council Date	\$569.98
<u>44712</u>	Dept of Retirement Systems-PSERS	2025 - August - First Council Date	\$2,498.64
<u>44713</u>	EFTPS	2025 - August - First Council Date	\$19,393.02
<u>44714</u>	Employment Security Dept - PFML	2025 - August - First Council Date	\$536.67
<u>44715</u>	HRA Veba Trust	2025 - August - First Council Date	\$1,245.51
<u>44716</u>	Northwest Administrators	2025 - August - First Council Date	\$3,482.60
<u>44717</u>	Teamsters Local 589	2025 - August - First Council Date	\$267.50
<u>44718</u>	United Way	2025 - August - First Council Date	\$37.00
<u>44719</u>	WA Cares	2025 - August - First Council Date	\$346.41
<u>Direct Deposit Run -</u> <u>8/5/2025</u>	Payroll Vendor	2025 - August - First Council Date	\$62,299.98
			\$151,834.70



Fund Transaction Summary

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

Fund Number	Description	Amount
001	General Fund	\$78,878.50
101	Street	\$12,819.33
140	Lodging Tax Fund	\$553.31
150	Transit Center Fund	\$908.56
400	Water	\$35,428.06
402	Sewer	\$15,030.61
410	Airport/Industrial Park	\$8,216.33
	Count: 7	\$151,834.70

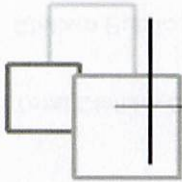
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a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

Council Date: : 2025 - August - First Council Date

Vendor	Number	Reference	Account Number	Description	Amount
C C District Court II					
	44720		2025 - August - First Council Date		
		082025/CCDC2			
			Cases Filed		
			001-000-000-512-52-41-02	Cases Filed	\$3,026.00
		Total 082025/CCDC2			\$3,026.00
	Total 44720				\$3,026.00
Total C C District Court II					\$3,026.00
C.C. Dept Of Health & Human Service					
	44721		2025 - August - First Council Date		
		25-0365			
			Testing		
			400-000-000-534-80-41-42	Testing	\$147.00
		Total 25-0365			\$147.00
	Total 44721				\$147.00
Total C.C. Dept Of Health & Human Service					\$147.00
City of Forks - Water					
	44722		2025 - August - First Council Date		
		082025/Water			
			Water		
			001-000-000-512-52-47-01	Water Services	\$83.10
			001-000-000-514-23-47-01	Water	\$58.66
			001-000-000-521-20-47-01	Water	\$97.76

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-523-61-47-01	Water	\$112.42
			001-000-000-523-61-47-01	Water	\$89.37
			001-000-000-554-31-47-00	Water	\$38.21
			001-000-000-576-80-47-01	Water	\$89.37
			001-000-000-576-80-47-01	Water	\$11.48
			001-000-000-576-80-47-01	Water	\$404.49
			001-000-000-576-80-47-01	Water	\$97.81
			101-000-000-542-31-47-01	Water	\$5.10
			140-000-000-557-30-47-01	VIC/Museum Water	\$76.52
			150-000-000-547-10-47-00	Water	\$125.08
			400-000-000-534-80-47-01	Water	\$96.90
			400-000-000-534-80-47-01	Water	\$68.43
			402-000-000-535-80-47-01	Water	\$1,406.78
			402-000-000-535-80-47-01	Water	\$24.45
			410-000-000-552-10-47-01	Water	\$43.99
			410-000-000-552-50-47-01	Water	\$89.37
			410-000-000-575-50-47-01	Water	\$226.46
		Total 082025/Water			\$3,245.75
	Total 44722				\$3,245.75
Total City of Forks - Water					\$3,245.75
Clallam County Sheriff Dept.					
44723				2025 - August - First Council Date	
		C25-027			
			Inmate Expenses		
			001-000-000-523-61-49-01	County Jail Expenses	\$200.00
		Total C25-027			\$200.00
	Total 44723				\$200.00
Total Clallam County Sheriff Dept.					\$200.00
Clallam Public Defender					
44724				2025 - August - First Council Date	
		082025/Public Defender			
			Public Defender Services		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-000-512-52-41-00	Public Defender	\$2,833.33
		Total 082025/Public Defender			\$2,833.33
	Total 44724				\$2,833.33
Total Clallam Public Defender					\$2,833.33
IIA Lifting Services, Inc.					
	44725			2025 - August - First Council Date	
		INDI100686			
			Truck Inspections		
			101-000-000-542-31-48-86	2009 Bucket Trk 80940D	\$703.80
			101-000-000-542-31-48-87	2018 Digger Trk 74031D	\$703.80
		Total INDI100686			\$1,407.60
	Total 44725				\$1,407.60
Total IIA Lifting Services, Inc.					\$1,407.60
Louisa Monger					
	44726			2025 - August - First Council Date	
		082025/Monger Refund			
			RAC Deposit Refund		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total 082025/Monger Refund			\$500.00
	Total 44726				\$500.00
Total Louisa Monger					\$500.00
Ogden Murphy Wallace P.L.L.C.					
	44727			2025 - August - First Council Date	
		913549			
			3rd Party Legal-Planning Commission		
			001-000-000-558-61-41-00	Professional Services	\$2,945.00
		Total 913549			\$2,945.00
	Total 44727				\$2,945.00
Total Ogden Murphy Wallace P.L.L.C.					\$2,945.00
Pacific Office Equipment Inc.					

Vendor	Number	Reference	Account Number	Description	Amount
	44728		2025 - August - First Council Date		
		1163686			
			Copier		
			001-000-000-515-31-31-00	Operating Supplies	\$65.73
			001-000-000-558-61-31-00	Operating Supplies	\$65.73
			101-000-000-542-31-31-00	Operating Supplies	\$65.72
			400-000-000-534-80-31-00	Operating Supplies	\$197.18
			402-000-000-535-80-31-00	Operating Supplies	\$131.45
			410-000-000-552-10-31-00	Operating Supplies	\$131.45
		Total 1163686			\$657.26
		1163687			
			Copier		
			001-000-000-523-61-31-00	Operating Supplies	\$31.45
		Total 1163687			\$31.45
		1163688			
			Copier		
			001-000-000-521-20-31-00	Operating Supplies	\$47.73
		Total 1163688			\$47.73
	Total 44728				\$736.44
Total Pacific Office Equipment Inc.					\$736.44
PetroCard					
	44729		2025 - August - First Council Date		
		0561880-IN			
			Fuel for Yard Tanks & Generator		
			001-000-000-514-23-32-00	Fuel	\$29.89
			400-000-000-534-80-32-00	Fuel	\$674.74
			400-000-000-534-80-32-00	Fuel	\$877.71
			400-000-000-534-80-32-00	Fuel	\$165.72
			400-000-000-534-80-32-00	Fuel	\$48.73
			402-000-000-535-80-32-00	Fuel	\$16.61
			402-000-000-535-80-32-00	Fuel	\$165.72
			410-000-000-546-10-32-00	Fuel	\$15.50
		Total 0561880-IN			\$1,994.62

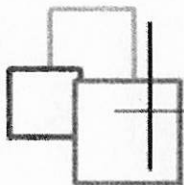
Vendor	Number	Reference	Account Number	Description	Amount
	Total 44729				\$1,994.62
Total PetroCard					\$1,994.62
Plumley, William L.					
	44730			2025 - August - First Council Date	
		835525			
			Interpreter Services		
			001-000-000-512-52-41-03	Interpreter	\$65.00
			001-000-000-521-20-41-11	Interpreter	\$195.00
		Total 835525			\$260.00
	Total 44730				\$260.00
Total Plumley, William L.					\$260.00
Prose, Lex					
	44731			2025 - August - First Council Date	
		082025/Prose Refund			
			RAC Deposit Refund		
			410-000-000-582-10-03-00	RAC - Security Deposits	\$500.00
		Total 082025/Prose Refund			\$500.00
	Total 44731				\$500.00
Total Prose, Lex					\$500.00
Rice, Granville					
	44732			2025 - August - First Council Date	
		082025/Rice			
			MC Premium, Prescription & Vision		
			001-000-000-521-20-41-15	Rice	\$750.00
		Total 082025/Rice			\$750.00
	Total 44732				\$750.00
Total Rice, Granville					\$750.00
US Bank					
	44733			2025 - August - First Council Date	
		082025/US Bank			

Vendor	Number	Reference	Account Number	Description	Amount
			Credit Cards		
			001-000-000-511-61-31-00	Operating Supplies	\$133.95
			001-000-000-511-61-31-00	Operating Supplies	\$16.55
			001-000-000-511-61-31-00	Operating Supplies	\$43.43
			001-000-000-514-23-31-00	Operating Supplies	\$3.58
			001-000-000-514-23-41-00	Professional Services	\$21.45
			001-000-000-514-23-41-00	Professional Services	\$49.41
			001-000-000-521-20-41-00	Professional Services	\$23.93
			001-000-000-521-20-41-00	Professional Services	\$55.12
			001-000-000-521-20-42-41	Postage	\$16.65
			001-000-000-523-61-31-05	Inmate Welfare & Concessions	\$85.92
			001-000-000-523-61-41-00	Professional Services	\$22.27
			001-000-000-523-61-41-00	Professional Services	\$51.32
			001-000-000-558-50-31-00	Operating Supplies	\$21.67
			001-000-000-558-61-41-43	Recompete Training/Conferences	\$45.00
			001-000-000-576-80-48-00	Repair & Maintenance	\$3,121.20
			101-000-000-542-31-31-00	Operating Supplies	\$86.68
			101-000-000-542-31-31-00	Operating Supplies	\$43.53
			101-000-000-542-31-41-00	Professional Services	\$15.20
			101-000-000-542-31-41-00	Professional Services	\$6.60
			140-000-000-557-30-49-02	Fourth Of July	\$199.75
			140-000-000-557-30-49-02	Fourth Of July	\$57.33
			400-000-000-534-80-31-00	Operating Supplies	\$24.00
			400-000-000-534-80-31-00	Operating Supplies	\$123.65
			400-000-000-534-80-31-00	Operating Supplies	\$533.91
			400-000-000-534-80-31-00	Operating Supplies	\$90.70
			400-000-000-534-80-31-00	Operating Supplies	\$260.05
			400-000-000-534-80-41-00	Professional Services	\$123.53
			400-000-000-534-80-41-00	Professional Services	\$53.63
			400-000-000-534-80-41-42	Testing	\$228.00
			400-000-000-534-80-48-40	2011 Deere 35D Excavator	\$239.84
			402-000-000-535-80-31-00	Operating Supplies	\$8.24
			402-000-000-535-80-31-00	Operating Supplies	\$47.57
			402-000-000-535-80-31-00	Operating Supplies	\$65.01

Vendor	Number	Reference	Account Number	Description	Amount
			402-000-000-535-80-31-00	Operating Supplies	\$53.25
			402-000-000-535-80-32-00	Fuel	\$50.00
			402-000-000-535-80-41-00	Professional Services	\$47.51
			402-000-000-535-80-41-00	Professional Services	\$20.63
			410-000-000-546-10-41-00	Professional Services	\$16.50
			410-000-000-546-10-41-00	Professional Services	\$38.01
			410-000-000-546-10-41-00	Professional Services	\$165.00
			410-000-000-546-10-49-00	Misc.	\$23.50
			410-000-000-575-50-31-00	Operating Supplies	\$16.28
		Total 082025/US Bank			\$6,349.35
	Total 44733				\$6,349.35
Total US Bank					\$6,349.35
WA Dept Rev Excise Tax					
	082025/Excise EFT		2025 - August - First Council Date		
		082025/Excise Tax			
		Excise Tax			
			001-000-000-576-80-31-00	Operating Supplies	\$19.35
			101-000-000-542-31-31-00	Operating Supplies	\$19.35
			400-000-000-534-80-47-43	Excise Tax	\$5,951.35
			402-000-000-535-80-31-00	Operating Supplies	\$4.09
			402-000-000-535-80-47-53	Excise Tax	\$1,604.69
			650-000-000-589-30-00-39	Sales Tax	\$6.17
			650-000-000-589-30-00-80	Excise Tax - Water	\$357.08
			650-000-000-589-30-00-90	Excise Tax - Sewer	\$88.10
		Total 082025/Excise Tax			\$8,050.18
	Total 082025/Excise EFT				\$8,050.18
Total WA Dept Rev Excise Tax					\$8,050.18
Walter E. Nelson Co.					
	44734		2025 - August - First Council Date		
		1074150			
		Chlorine			
			400-000-000-534-80-31-42	Chemicals	\$567.13

Vendor	Number	Reference	Account Number	Description	Amount
		Total 1074150			\$567.13
		1074168			
			Janitorial Supplies		
			001-000-000-514-23-31-45	Janitorial Supplies	\$43.33
			001-000-000-521-20-31-45	Janitorial Supplies	\$48.31
			001-000-000-576-80-31-75	Janitorial Cleaning Supplies	\$13.34
			400-000-000-534-80-31-45	Janitorial Cleaning Supplies	\$108.99
			402-000-000-535-80-31-55	Janitorial Cleaning Supplies	\$41.64
		Total 1074168			\$255.61
	Total 44734				\$822.74
Total Walter E. Nelson Co.					\$822.74
West					
	44735			2025 - August - First Council Date	
		852295990			
			Subscription		
			001-000-000-515-31-31-01	Books, Subscriptions	\$83.90
			001-000-000-558-61-31-01	Books, Subscriptions	\$83.90
			400-000-000-534-80-31-00	Operating Supplies	\$167.74
			410-000-000-552-10-31-00	Operating Supplies	\$167.74
		Total 852295990			\$503.28
		852373661			
			Subscription		
			001-000-000-515-31-31-01	Books, Subscriptions	\$186.29
			001-000-000-558-61-31-01	Books, Subscriptions	\$186.29
			400-000-000-534-80-31-00	Operating Supplies	\$372.46
			410-000-000-552-10-31-00	Operating Supplies	\$372.46
		Total 852373661			\$1,117.50
	Total 44735				\$1,620.78
Total West					\$1,620.78
West Waste & Recycling					
	44736			2025 - August - First Council Date	
		360164			

Vendor	Number	Reference	Account Number	Description	Amount
			Refuse		
			001-000-000-521-20-47-18	Refuse	\$158.82
			001-000-000-523-61-47-18	Refuse	\$158.82
			001-000-000-554-31-47-18	Refuse	\$38.09
			101-000-000-542-31-47-18	Refuse	\$366.04
			140-000-000-557-30-49-02	Fourth Of July	\$444.84
			400-000-000-534-80-47-18	Refuse	\$470.18
			402-000-000-535-80-47-18	Refuse	\$120.82
			410-000-000-552-50-47-18	Refuse	\$76.17
			410-000-000-575-50-47-18	Refuse	\$76.17
		Total 360164			\$1,909.95
	Total 44736				\$1,909.95
Total West Waste & Recycling					\$1,909.95
Grand Total		Vendor Count	18		\$37,298.74



Fund Transaction Summary

Transaction Type: Invoice

Fiscal: 2025 - August - First Council Date

Fund Number	Description	Amount
001	General Fund	\$16,069.42
101	Street	\$2,015.82
140	Lodging Tax Fund	\$778.44
150	Transit Center Fund	\$125.08
400	Water	\$11,591.57
402	Sewer	\$3,808.46
410	Airport/Industrial Park	\$2,458.60
650	State Collections	\$451.35
	Count: 8	\$37,298.74

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

JOB: Utilities Worker/Community Service Lead

Status: Full Time

Salary Range: 4A-4F

ESSENTIAL DUTIES:

Under the direction of the Public Works Director, leads, instructs and trains community service crews to safely and effectively maintain city properties and assets including, but not limited to, streets, grounds, buildings, equipment, recreation equipment, and parks. Specific duties include mowing, weed eating, trash pickup, garbage can pick up, pothole repair, sewer testing, and sewer maintenance. Responsible for training inmates on the proper and safe use of hand tools, chainsaws, weed eaters, and mowers. Assist in sewer department duties and be available for weekend rotating roster for on-call phone.

OTHER DUTIES:

Operate heavy equipment to include lawn mowers, snowplows, dump trucks, sweepers tractors, and backhoes. Operate hand tools, chainsaws, weed eaters and mowers. Assist in cleaning of city facilities and garbage removal from city facilities. Perform maintenance on small engines and inspections of equipment and vehicles. Water Department duties include the reading and, repairing of water meters. Airport duties include checking lights, mowing and ensuring proper condition of the runways. Street Department duties include repairing pot holes, painting lines, installing hydrant markers and repairing street signs. Responsible for other similar duties as assigned. Must be available to participate in a weekend rotating roster and carry an on-call phone for rotating weeks.

KNOWLEDGE AND ABILITIES:

- Use of equipment and tools
- Maintain safe working conditions
- General maintenance knowledge
- General grounds maintenance knowledge
- Able to lead community service crew
- Plan and organize work

- Meet schedules and timelines
- Maintenance of vehicles and equipment
- Able to assign work
- Customer/Public relations

PREFERRED/DESIRED QUALIFICATIONS:

- Small engine maintenance knowledge
- Supervisory/Leadership skills
- CDL Class A
- Flagger's card

EDUCATION AND MINIMUM QUALIFICATIONS:

- High School Diploma or GED
- Valid unrestricted Washington State Driver's License
- General maintenance experience

WORKING CONDITIONS:

- Be able to work in secured locations to include the City of Forks Police Department Corrections Facility, and with inmates both inside and out of said facility.
- Able to perform the duties of this position outdoors in all terrain and all weather conditions, with or without reasonable accommodations.

PHYSICAL DEMANDS:

The physical demands here are the minimum and are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

- Able to bend, twist, walk and/or climb
- Lift up to 50 pounds
- Stand for extended periods of time
- Able to handle the driving of mechanical equipment for long durations

Current

Position # 1019

City of Forks

JOB: Community Service Lead/General Laborer

Status: Full Time

Salary Range: 3A-3F

ESSENTIAL DUTIES:

Under the direction of the Public Works Director, leads, instructs and trains community service crews to safely and effectively maintain city properties and assets including, but not limited to streets, buildings, equipment, recreation equipment, and parks. Responsible for training inmates on the proper and safe use of hand tools, chainsaws weed eaters, and mowers.

OTHER DUTIES:

Operate heavy equipment to include lawn mowers, snow plows, dump trucks, sweepers tractors, and backhoes. Operate hand tools, chainsaws, weed eaters and mowers. Assist in cleaning of city facilities and garbage removal from city facilities. Perform maintenance on small engines and inspections of equipment and vehicles. Water Department duties include the reading and, repairing of water meters. Airport duties include checking lights, mowing and ensuring proper condition of the runways. Street Department duties include repairing pot holes, painting lines, installing hydrant markers and repairing street signs. Responsible for other similar duties as assigned. Must be available to participate in a weekend rotating roster and carry an on-call phone for rotating weeks.

KNOWLEDGE AND ABILITIES:

- Use of equipment and tools
- Maintain safe working conditions
- General maintenance knowledge
- General grounds maintenance knowledge
- Able to lead community service crew
- Plan and organize work
- Meet schedules and timelines

- Maintenance of vehicles and equipment
- Able to assign work
- Customer/Public relations

PREFERRED/DESIRED QUALIFICATIONS:

- Small engine maintenance knowledge
- Supervisory/Leadership skills
- CDL Class A
- Flagger's card

EDUCATION AND MINIMUM QUALIFICATIONS:

- High School Diploma or GED
- Valid unrestricted Washington State Driver's License
- General maintenance experience

WORKING CONDITIONS:

- Be able to work in secured locations to include the City of Forks Police Department Corrections Facility, and with inmates both inside and out of said facility.
- Able to perform the duties of this position outdoors in all terrain and all weather conditions, with or without reasonable accommodations.

PHYSICAL DEMANDS:

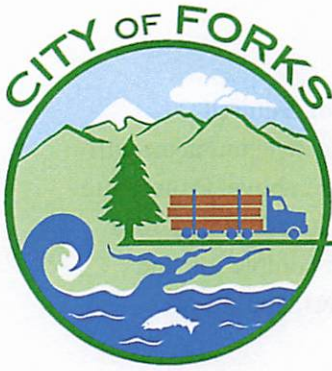
The physical demands here are the minimum and are representative of those that must be met by an employee to perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential job functions.

- Able to bend, twist, walk and/or climb
- Lift up to 50 pounds
- Stand for extended periods of time
- Able to handle the driving of mechanical equipment for long durations



Project: 2025 Light Pole Replacement

[illegible]



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

(360) 374-5412 • Fax: (360) 374-9430 • TTY: (360) 374-2696
forkswashington.org

Request for Bids
City of Forks Light Pole Replacement and Reconstruction
Due by 4:00pm 30 July 2025

Name of Organization: City of Forks

Name of Project: City of Forks Light Pole Replacement and Reconstruction

Location of Project: Approximately at 275 N Forks Ave. Forks WA 98331

Name of Contact Person: Paul Hampton, Public Works Director

Contact's Mailing Address: 500 E Division St Forks WA 98331

Email Address of Contact Person: paulh@forkswashington.org

Phone: 360-374-5412 Cell: 360-640-1535 Fax: 360-374-9430

Scope of Work

Project Description: Project will consist of the replacement and reconstruction of a light pole located near 275 N Forks Ave. This light pole was struck by a motorist and was damaged beyond repair. The pole and light were removed by the Public Works Department and the mounting bolts and wires were cut or capped. The project will require replacement of pole, luminaire, mounting hardware, wiring, and concrete work (removal and reconstruction of sidewalk panels). Light Pole is approximately 48 feet 3 ½ inches in total height. Please refer to the pictures below. The Light Pole is located along US 101 and will need to be constructed per Washington State Department of Transportation Specifications. The City wants the replacement pole to match what was previously in place. The damaged pole had Luminaire that is made by Cree, and the part number is BXSPCHT3MEE40K-ULSVR. Measurements and scope of work are not exact, and it is strongly recommended that a site visit be undertaken before bidding. To schedule a site visit, please call Paul Hampton 360-640-1535.

Project Dates: Construction can begin upon receipt of a signed construction contract, performance, and intent to pay prevailing wage form. Construction must be completed by the 1st of October 2025.

Performance Bond: Performance bond will be required, or at the election of the contractor the retainage of an additional 10% above the usual 5% by the city.

Prevailing Wage: Work requires payment of state prevailing wage and submission of required documentation. The City will not be providing any materials or equipment. The selected contractor will have to supply any equipment and materials necessary to undertake the work specified above. Project site is open for inspection/review. Performance bond, or agreement for the city to retain an additional 10% over the usual retainage of 5% will be required. The latter will be released upon both completion and acceptance of the work and project by the City and, acknowledgement by DOR, DL&I, and ES of payment of applicable taxes, wages, etc. See RCW 39.08.010.

Bids: Bid prices must include all costs associated with mobilization, equipment, taxes, and labor being paid at prevailing wage rates. Bids will be opened by the Mayor or his designee for evaluation to determine if a contract can be awarded for this project. Bid award may be made at the next City Council meeting after the bid opening date.

Payment: Payment will be made within 30 days of submission of the invoice for work completed to date. A retainage of 5% will be held to ensure that all work is completed pursuant to code; that all workers, subcontractors and suppliers have been paid in full; and that the City is in receipt of release certificates from the Department of Revenue, Labor & Industries, and Employment Security.

Reservation of Rights: The City of Forks reserves the right to reject any and all bids associated with this invitation for bids. The City also reserves the right to not award the project to any and all bidders. In addition, the City reserves the right to waive any irregularities or informalities within the bids submitted to the City. Finally, the City reserves the right to award this project to the lowest responsible bidder utilizing criteria similar to that found within RCW 39.04.350.

Questions: Questions regarding this project should be directed to the Contact information above.

The City of Forks is an Equal Opportunity and Affirmative Action Employer. Women-and-minority-owned firms are encouraged to submit statements and proposals for this project. Pursuant to Title VI of the Civil Rights Act of 1964, all respondents shall be provided a full opportunity to respond to this request and none shall be discriminated against on the grounds of race, color and national origin, or sex in consideration for an award. Finally, the City reserves the right to award this project to the lowest responsible bidder utilizing criteria similar to that found within RCW 39.04.350.





Rod Fleck

From: George Kovac <gkovac@riversideforest.ca>
Sent: Thursday, August 7, 2025 7:34 AM
To: Rod Fleck
Cc: Rob Sohi
Subject: FW: City council approves lease with Riverside Forest Products for Forks Industria

Hi Rod,

Would it be possible to fix this article ? The article reads wages starting at \$28/hr , would we able to change it to average wage of \$32/hr (31.8 actual, \$36.45 loaded) ?

Cheers,

George Kovac

<https://www.forksforum.com/news/city-council-approves-lease-with-riverside-forest-prodcuts-for-forks-industrial-park>

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desires to accept in its sole and absolute discretion (and subject to authorization by the City Council and other applicable governmental bodies); and

(iii) a right to lease (the “**Right to Lease**”) if the Landlord receives from any 3rd party an offer to lease some or any portion of the RFR/RFO Lots, that Landlord desires to accept in its sole and absolute discretion (and subject to authorization by the City Council and other applicable governmental bodies).

For clarity, the Right of First Offer, Right of First Refusal and Right to Lease are applicable to the entirety of the RFR/RFO Lots (or entirety of any portion thereof) that Landlord desires to sell or lease at a given time. For example, if Landlord desires to sell or lease only Lot 10 at a given time, Tenant can exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) only with respect to the entirety of Lot 10 (no more and no less). However, Tenant cannot exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) with respect to less than the entirety of the portion of the RFR/RFO Lots that Landlord desires to sell or lease at that time. For example, if Landlord desires to sell or lease Lots 10-13, Tenant cannot exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) with respect to only Lot 10 at such time. Upon the sale by Landlord of the RFR/RFO Lots or any portion thereof to a third party, Tenant’s Right of First Offer or Right of First Refusal with respect to the portion sold shall be null and void and of no further effect, but the Right of First Offer or Right of First Refusal shall remain in effect for that portion of the RFR/RFO Lots retained by Landlord, in accordance with the terms hereof. Upon the lease by Landlord of the RFR/RFO Lots or any portion thereof to a third party, Tenant’s Right to Lease shall be exercisable again only after expiration or earlier termination of the lease (as may be extended by Landlord in its discretion).

(c) Right of First Offer. Landlord shall notify Tenant (a “**First Offer Notice**”) at such time as Landlord desires to make the RFR/RFO Lots or any portion thereof available for marketing for sale to the public by outright sale or by lease. A First Offer Notice shall be accompanied with a term sheet reflecting the terms and condition under which Landlord would be willing to sell or lease the RFR/RFO Lots (or any portion thereof) to Tenant, including the sale price or lease price (as the case may be). In such case, the sale price would be based on an independent third-party appraisal to be obtained by Landlord (the “**Appraised Value**”), and the lease rate would be reasonably determined by Landlord based on prior lease rates for comparable properties, as adjusted for changes in the CPI. If Tenant desires to exercise its Right of First Offer, then within sixty (60) days of delivery of such First Offer Notice to Tenant, Tenant shall deliver notice to Landlord of Tenant’s intention to exercise Right of First Offer and negotiate additional terms of the purchase or lease with the Landlord (to the extent not included in the First Offer Notice). If Tenant rejects its Right of First Offer in writing or Tenant does not notify Landlord of its exercise in writing within such sixty (60)-day period, then Landlord shall be free to market and sell or lease (as the case may be) the RFR/RFO Lots (or applicable portion thereof) covered by the First Offer Notice to the relevant party at any time at a price or rent (as the case may be) no lower than the price or rent offered to Tenant ~~(except in the case of a reduction as part of negotiations while;~~ provided, however, that if Landlord subsequently goes under contract with a third party, e.g. Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant, reduce the price by up to twenty percent (20%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party in light of an inspection of the property that reveals previously unknown defects). If the marketing transaction is a sale of the subject property, then during the ninety (90) day period following Tenant’s notice of exercise of its Right of First Offer, the parties will negotiate in good faith and use commercially reasonable efforts to negotiate the form of a purchase and sale agreement for the purchase; provided however, failure to complete the negotiations within the aforesaid 90-day period shall not result in the termination of this right if the Landlord and the Tenant are continuously trying to settle the remaining terms of the purchase and sale agreement, each negotiating in good faith and acting

reasonably. If Tenant timely and properly exercises its Right of First Offer, Landlord shall prepare a purchase and sale agreement, which shall include the sale price equal to the Appraised Value, such other terms as described in the First Offer Notice and such other commercially reasonable terms as may be agreed by the Tenant and Landlord each acting reasonably, provided that Tenant shall purchase the RFR/RFO Lots (or applicable portion thereof) in their then-current as-is condition without representations or warranties of any kind by Landlord. If the marketing transaction is the lease of the subject property, the Landlord will deliver to the Tenant with the First Offer Notice a lease of that subject property in substantially the same form as this Lease. The Right of First Offer shall be personal to the Tenant originally named herein, and may only be exercised by such named Tenant or an Affiliate or Acquirer pursuant to a Permitted Transfer (as defined below (and not by any other assignee or sublessee), and only if Tenant occupies the entire Premises (not including areas included within the Lot 13 License during the term of such licenses). If Tenant does not exercise the Right of Offer in the time and manner set forth herein, the Right of Offer shall automatically be deemed terminated and of no further force or effect with respect to only that particular portion(s) of the RFR/RFO Lots that were the subject of the First Offer Notice except that if the Landlord lowers the price, the Tenant's Right of First Offer shall be exercisable again; ~~(provided, however, that any reduction as part of negotiations while under contract with a third party shall not re-trigger Tenant's rights hereunder)~~ Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant reduce the price by up to twenty percent (20%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party with whom Landlord is under contract in light of an inspection that reveals previously unknown defects). The Right of First Offer shall not apply to any transfer of ownership of the RFR/RFO Lots to other governmental agencies.

(d) Right of First Refusal. Landlord shall notify Tenant (a "**RFR Notice**") at such time as Landlord receives from any third party an offer to purchase some or any portion of the RFR/RFO Lots which the Landlord desires, in its sole and absolute discretion, to accept. An RFR Notice shall be accompanied by a true copy of the third-party offer. If Tenant desires to exercise its Right of First Refusal, then within sixty (60) days of delivery of such RFR Notice to Tenant, Tenant shall deliver written notice to Landlord of Tenant's intention to exercise Right of First Refusal and purchase the relevant RFR/RFO Lot(s) on substantially the same terms and conditions of the third-party offer. If Tenant rejects its Right of First Refusal in writing or Tenant does not notify Landlord of its acceptance in writing within such sixty (60)-day period, then Landlord shall be free to market and sell the relevant portion of the RFR/RFO Lots to any party at any time at a price not lower than that offered to Tenant; ~~(provided, however, that any reduction as part of negotiations while under contract with a third party shall not re-trigger Tenant's rights hereunder)~~ if Landlord subsequently goes under contract with a third party, Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant, reduce the price by up to twenty percent (20%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party in light of an inspection that reveals previously unknown defects). If Tenant timely and properly exercises its Right of First Refusal, Landlord shall prepare a purchase and sale agreement, which shall contain such terms as described in the RFR Notice provided that in any event Tenant shall purchase the applicable RFR/RFO Lots in their then-current as-is condition without representations or warranties of any kind by Landlord. During the ninety (90) day period following Tenant's notice of exercise of its Right of First Offer, the parties will negotiate in good faith and use commercially reasonable efforts to negotiate the form of a purchase and sale agreement for the purchase; provided however, failure to complete the negotiations within the aforesaid 90-day period shall not result in the termination of this right if the Landlord and the Tenant are continuously trying to settle the remaining terms of the purchase and sale agreement, each negotiating in good faith and acting reasonably. The Right of First Refusal may only be exercised if Tenant occupies the entire Premises (not including areas included within the Lot 13 License during the term of such licenses). If Tenant does not exercise the Right of Refusal in the time and manner set forth herein, Landlord shall be at liberty to sell the RFR/RFO Lots (or applicable portion thereof) that were subject to the RFR Notice on no better terms than as contained in the RFR Notice. If Landlord is unable

EXHIBIT D
LANDLORD'S WORK

Landlord, at its sole cost and expense (except for the Down Payment), shall perform the following items on the Premises ("**Landlord's Work**") and complete the items of work within the time frames provided below, provided Landlord is able to obtain necessary funding on terms acceptable to Landlord (in its sole discretion). If Landlord determines such funding cannot reasonably be obtained, the parties shall negotiate in good faith to revise the applicable Landlord's Work obligations and/or Tenant's rent obligations hereunder (except that any failure of Landlord to obtain funding or to perform number 8 below shall not entitle Tenant to any rent adjustments. Tenant acknowledges that Landlord's Work will not be complete by the Lease Commencement Date. Tenant agrees to cooperate as necessary with Landlord's performance of Landlord's Work, including without limitation, with Landlord's pursuit of funding by providing necessary statements, documents, financial information, etc., that may requested by local, state, or federal funding authorities.

1. 12/31/2025 - Undertake a crack repair/sealing of the paved area of the yard and to also brush out of areas along fence (brushing to be completed by 8/31/2025)
2. 8/31/2025 - Undertake the brushing and tilling of the drainage settlement pond inside and near the southern boundary of the Property;
3. In either the first or second quarter of 2026 as mutually agreeable to both the Tenant and Landlord - Repaint, refloor office area within Building A;
4. Within 60 days of receipt of funding, but no later than 10/31/2025 – Obtain electrical services to install 186 LED fixtures, 24 wall pack lighting panels, 12 parking lot lighting features, and two 'power islands' with materials provided by Tenant and acquired with Washington State Strategic Reserve Funds; Assess and if feasible (as reasonably determined by Landlord), retrofit lighting within the Building A's production area with LED based lighting;
5. Within 60 days of receipt of sufficient funding, but no later than 10/31/2025 - Ensure fire suppression system is in good working order;
6. Within 90 days of receipt of funding, but no later than 12/31/2025 - Undertake the re-insulation of Building A's production area roof, using commercially reasonable efforts to coordinate such work with Tenant's activities.
7. 12/31/2025 - Clear and grade Lot 10. In addition, Landlord will create the necessary approach to access the property. Additional improvements will be discussed and a means of determining what each party may be able to do upon completion of timber harvest, stumping, and related ground work. Parties understand that the objective is to create a place where log and lumber storage could occur.
8. Landlord to use commercially reasonable efforts (without guarantee) to complete by 6/30/2026 - Installation of the PUD power main upgrade for the Kiln/Cogen Operations, which may include the necessary PUD express feeder, portion of substation capacity upgrade, and primary metering needs for mill, subsequent kilns, and cogen aspects of new tenant. All PUD related work would

be either underground or overhead depending upon funding availability and subsequent cost estimates. Parties understand that connection to the installed PUD infrastructure described above will be the obligation of the Tenant at Tenant's sole cost.

Notwithstanding anything to the contrary in this Exhibit D or the Lease, in the event that both (i) Landlord is not able to timely obtain the funding required to perform item #7 and/or #8 above, and (ii) Landlord and Tenant cannot agree on a mutually acceptable resolution after good faith, reasonable and significant efforts to do so, Riverside may perform the work described in #7 and/or #8, as applicable. In such event, the out-of-pocket cost of such work performed by Tenant shall be amortized over one hundred twenty (120) months, and the value of such monthly amortized amount shall be credited toward each installment of Base Rent due during the Normal Rent Period.

desires to accept in its sole and absolute discretion (and subject to authorization by the City Council and other applicable governmental bodies); and

(iii) a right to lease (the “**Right to Lease**”) if the Landlord receives from any 3rd party an offer to lease some or any portion of the RFR/RFO Lots, that Landlord desires to accept in its sole and absolute discretion (and subject to authorization by the City Council and other applicable governmental bodies).

For clarity, the Right of First Offer, Right of First Refusal and Right to Lease are applicable to the entirety of the RFR/RFO Lots (or entirety of any portion thereof) that Landlord desires to sell or lease at a given time. For example, if Landlord desires to sell or lease only Lot 10 at a given time, Tenant can exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) only with respect to the entirety of Lot 10 (no more and no less). However, Tenant cannot exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) with respect to less than the entirety of the portion of the RFR/RFO Lots that Landlord desires to sell or lease at that time. For example, if Landlord desires to sell or lease Lots 10-13, Tenant cannot exercise the Right of First Offer, Right of First Refusal or Right to Lease (as applicable) with respect to only Lot 10 at such time. Upon the sale by Landlord of the RFR/RFO Lots or any portion thereof to a third party, Tenant’s Right of First Offer or Right of First Refusal with respect to the portion sold shall be null and void and of no further effect, but the Right of First Offer or Right of First Refusal shall remain in effect for that portion of the RFR/RFO Lots retained by Landlord, in accordance with the terms hereof. Upon the lease by Landlord of the RFR/RFO Lots or any portion thereof to a third party, Tenant’s Right to Lease shall be exercisable again only after expiration or earlier termination of the lease (as may be extended by Landlord in its discretion).

(c) Right of First Offer. Landlord shall notify Tenant (a “**First Offer Notice**”) at such time as Landlord desires to make the RFR/RFO Lots or any portion thereof available for marketing for sale to the public by outright sale or by lease. A First Offer Notice shall be accompanied with a term sheet reflecting the terms and condition under which Landlord would be willing to sell or lease the RFR/RFO Lots (or any portion thereof) to Tenant, including the sale price or lease price (as the case may be). In such case, the sale price would be based on an independent third-party appraisal to be obtained by Landlord (the “**Appraised Value**”), and the lease rate would be reasonably determined by Landlord based on prior lease rates for comparable properties, as adjusted for changes in the CPI. If Tenant desires to exercise its Right of First Offer, then within sixty (60) days of delivery of such First Offer Notice to Tenant, Tenant shall deliver notice to Landlord of Tenant’s intention to exercise Right of First Offer and negotiate additional terms of the purchase or lease with the Landlord (to the extent not included in the First Offer Notice). If Tenant rejects its Right of First Offer in writing or Tenant does not notify Landlord of its exercise in writing within such sixty (60)-day period, then Landlord shall be free to market and sell or lease (as the case may be) the RFR/RFO Lots (or applicable portion thereof) covered by the First Offer Notice to the relevant party at any time at a price or rent (as the case may be) no lower than the price or rent offered to Tenant; provided, however, that if Landlord subsequently goes under contract with a third party, Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant, reduce the price by up to ~~twenty~~ten percent (~~20~~10%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party in light of an inspection that reveals previously unknown defects). If the marketing transaction is a sale of the subject property, then during the ninety (90) day period following Tenant’s notice of exercise of its Right of First Offer, the parties will negotiate in good faith and use commercially reasonable efforts to negotiate the form of a purchase and sale agreement for the purchase; provided however, failure to complete the negotiations within the aforesaid 90-day period shall not result in the termination of this right if the Landlord and the Tenant are continuously trying to settle the remaining terms of the purchase and sale agreement, each negotiating in good faith and acting reasonably. If Tenant timely and properly exercises its Right of First Offer,

Landlord shall prepare a purchase and sale agreement, which shall include the sale price equal to the Appraised Value, such other terms as described in the First Offer Notice and such other commercially reasonable terms as may be agreed by the Tenant and Landlord each acting reasonably, provided that Tenant shall purchase the RFR/RFO Lots (or applicable portion thereof) in their then-current as-is condition without representations or warranties of any kind by Landlord. If the marketing transaction is the lease of the subject property, the Landlord will deliver to the Tenant with the First Offer Notice a lease of that subject property in substantially the same form as this Lease. The Right of First Offer shall be personal to the Tenant originally named herein, and may only be exercised by such named Tenant or an Affiliate or Acquirer pursuant to a Permitted Transfer (as defined below (and not by any other assignee or sublessee), and only if Tenant occupies the entire Premises (not including areas included within the Lot 13 License during the term of such licenses). If Tenant does not exercise the Right of Offer in the time and manner set forth herein, the Right of Offer shall automatically be deemed terminated and of no further force or effect with respect to only that particular portion(s) of the RFR/RFO Lots that were the subject of the First Offer Notice except that if the Landlord lowers the price, the Tenant's Right of First Offer shall be exercisable again; provided, however, that Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant reduce the price by up to ~~twenty~~ten percent (~~20~~10%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party with whom Landlord is under contract in light of an inspection that reveals previously unknown defects). The Right of First Offer shall not apply to any transfer of ownership of the RFR/RFO Lots to other governmental agencies.

(d) Right of First Refusal. Landlord shall notify Tenant (a "**RFR Notice**") at such time as Landlord receives from any third party an offer to purchase some or any portion of the RFR/RFO Lots which the Landlord desires, in its sole and absolute discretion, to accept. An RFR Notice shall be accompanied by a true copy of the third-party offer. If Tenant desires to exercise its Right of First Refusal, then within sixty (60) days of delivery of such RFR Notice to Tenant, Tenant shall deliver written notice to Landlord of Tenant's intention to exercise Right of First Refusal and purchase the relevant RFR/RFO Lot(s) on substantially the same terms and conditions of the third-party offer. If Tenant rejects its Right of First Refusal in writing or Tenant does not notify Landlord of its acceptance in writing within such sixty (60)-day period, then Landlord shall be free to market and sell the relevant portion of the RFR/RFO Lots to any party at any time at a price not lower than that offered to Tenant; provided, however, that if Landlord subsequently goes under contract with a third party, Landlord may, without reoffering the applicable RFR/RFO Lots to Tenant, reduce the price by up to ~~twenty~~ten percent (~~20~~10%) of the amount in the First Offer Notice if such reduction is based on an objection by the third party in light of an inspection that reveals previously unknown defects). If Tenant timely and properly exercises its Right of First Refusal, Landlord shall prepare a purchase and sale agreement, which shall contain such terms as described in the RFR Notice provided that in any event Tenant shall purchase the applicable RFR/RFO Lots in their then-current as-is condition without representations or warranties of any kind by Landlord. During the ninety (90) day period following Tenant's notice of exercise of its Right of First Offer, the parties will negotiate in good faith and use commercially reasonable efforts to negotiate the form of a purchase and sale agreement for the purchase; provided however, failure to complete the negotiations within the aforesaid 90-day period shall not result in the termination of this right if the Landlord and the Tenant are continuously trying to settle the remaining terms of the purchase and sale agreement, each negotiating in good faith and acting reasonably. The Right of First Refusal may only be exercised if Tenant occupies the entire Premises (not including areas included within the Lot 13 License during the term of such licenses). If Tenant does not exercise the Right of Refusal in the time and manner set forth herein, Landlord shall be at liberty to sell the RFR/RFO Lots (or applicable portion thereof) that were subject to the RFR Notice on no better terms than as contained in the RFR Notice. If Landlord is unable to complete the transaction with the third-party, this Right of First Refusal shall again apply to the RFR/RFO Lot(s) that were the subject to the RFR Notice. If Tenant assigns this Lease or

EXHIBIT D
LANDLORD'S WORK

Landlord, at its sole cost and expense (except for the Down Payment), shall perform the following items on the Premises ("**Landlord's Work**") and complete the items of work within the time frames provided below, provided Landlord is able to obtain necessary funding on terms acceptable to Landlord (in its sole discretion). If Landlord determines such funding cannot reasonably be obtained, the parties shall negotiate in good faith to revise the applicable Landlord's Work obligations and/or Tenant's rent obligations hereunder (except that any failure of Landlord to obtain funding or to perform number 8 below shall not entitle Tenant to any rent adjustments. Tenant acknowledges that Landlord's Work will not be complete by the Lease Commencement Date. Tenant agrees to cooperate as necessary with Landlord's performance of Landlord's Work, including without limitation, with Landlord's pursuit of funding by providing necessary statements, documents, financial information, etc., that may requested by local, state, or federal funding authorities.

1. 12/31/2025 - Undertake a crack repair/sealing of the paved area of the yard and to also brush out of areas along fence (brushing to be completed by 8/31/2025)
2. 8/31/2025 - Undertake the brushing and tilling of the drainage settlement pond inside and near the southern boundary of the Property;
3. In either the first or second quarter of 2026 as mutually agreeable to both the Tenant and Landlord - Repaint, refloor office area within Building A;
4. Within 60 days of receipt of funding, but no later than 10/31/2025 – Obtain electrical services to install 186 LED fixtures, 24 wall pack lighting panels, 12 parking lot lighting features, and two 'power islands' with materials provided by Tenant and acquired with Washington State Strategic Reserve Funds; Assess and if feasible (as reasonably determined by Landlord), retrofit lighting within the Building A's production area with LED based lighting;
5. Within 60 days of receipt of sufficient funding, but no later than 10/31/2025 - Ensure fire suppression system is in good working order;
6. Within 90 days of receipt of funding, but no later than 12/31/2025 - Undertake the re-insulation of Building A's production area roof, using commercially reasonable efforts to coordinate such work with Tenant's activities.
7. 12/31/2025 - Clear and grade Lot 10. In addition, Landlord will create the necessary approach to access the property. Additional improvements will be discussed and a means of determining what each party may be able to do upon completion of timber harvest, stumping, and related ground work. Parties understand that the objective is to create a place where log and lumber storage could occur.
8. Landlord to use commercially reasonable efforts (without guarantee) to complete by 6/30/2026 - Installation of the PUD power main upgrade for the Kiln/Cogen Operations, which may include the necessary PUD express feeder, portion of substation capacity upgrade, and primary metering needs for mill, subsequent kilns, and cogen aspects of new tenant. All PUD related work would

be either underground or overhead depending upon funding availability and subsequent cost estimates. Parties understand that connection to the installed PUD infrastructure described above will be the obligation of the Tenant at Tenant's sole cost.

Notwithstanding anything to the contrary in this Exhibit D or the Lease, in the event that both (i) Landlord is not able to timely obtain the funding required to perform item #7 and/or #8 above, and (ii) Landlord and Tenant cannot agree on a mutually acceptable resolution after good faith, reasonable and significant efforts to do so, Riverside may perform the work described in #7 and/or #8, as applicable. In such event, the reasonable, documented out-of-pocket ~~cost~~ costs of such work performed by Tenant shall be amortized on a straight line basis (with interest thereon at a rate of 5% percent annum) over one hundred twenty (120) months, and the value of such monthly amortized amount shall be credited toward each monthly installment of Base Rent due during the Normal Rent Period, with the balance of each such monthly Base Rent installment to remain due and payable in accordance with the terms of this Lease.



Memorandum of Understanding

This Memorandum of Understanding ("MOU") is being executed by the undersigned for the purpose of articulating a shared intention to continue and expand the public-private partnership administered by the North Olympic Peninsula Recompete Coalition (NOPRC) formed in the Summer 2023 with intent to apply for the Economic Development Administration (EDA) Recompete Pilot Program, and since awarded in October 2024, to manage the program through the lifetime of the grant, as further described below.

RECITALS

Whereas, the Distressed Area Recompete Pilot Program (Recompete Pilot Program) was created to invest in distressed communities to create and connect people in those communities to good jobs, using the Prime-Age Employment Gap (PAEG) as an indicator of economic distress, which accounts for prime-age workers who have stopped looking for jobs and left the labor force as well as those who are currently unemployed; and

Whereas, in 2023, Clallam and Jefferson Counties created a partnership called the North Olympic Peninsula Recompete Coalition to apply for the Recompete Pilot Program, and was subsequently awarded \$35.6 Million to invest in distressed communities on the North Olympic Peninsula to create and connect people in those communities to good jobs; and

Whereas, the purpose of NOPRC is to revitalize key industries while enhancing workforce development and social support services in order to reduce the PAEG in Clallam and Jefferson Counties; and

Whereas, NOPRC and its partners share a vision of leveraging local assets and addressing geographic challenges by strengthening the marine interface to create prosperity across our region, develop a local supply chain, and support value-added manufacturing in the natural resources and ship building and repair industries, in the hope that Recompete investments will ignite synergies between our communities and the maritime and natural resources industries to **"Connect People and Resources on Land and Sea;"** and



Whereas, NOPRC via the EDA Recompete Grant, has allocated \$35.6 million to 4 main strategic areas through a series of investments showing that public and private sector collaboration can provide the opportunity to address the needs of those seeking living wage jobs, in new and creative ways; and

Whereas, data from 2023 shows 2600 individuals in Clallam and Jefferson Counties, between the ages of 25 and 54 are in need of living wage jobs, but lack the skills or ability to overcome barriers; and

Whereas, NOPRC, along with regional organizations, have identified promising practices through partner organizations that can be implemented in the next five years, which will result in significant increases in our skilled workforce; and

Whereas, NOPRC seeks to expand opportunities for living wage jobs, by providing upskilling and removing barriers, which will help end joblessness in the future while serving individuals who are experiencing joblessness right now; and

Whereas, all the strategies and investments programmed by NOPRC were outlined in detail in our Recompete Plan, which serves as a Strategic Economic Development Plan for the North Olympic Peninsula, and is available on the Clallam County Recompete website.

Now therefore, the undersigned agree to the following:

GOALS

The undersigned partners agree to pursue the following goals:

- 1) Enrolling 900 participants in the Recompete programs over the five-year grant period.
- 2) Ensuring 675 participants will report increased income to our anticipated \$26/hour wage, from participation in the Recompete program.
- 3) Exploring funding opportunities via public or private funders, to enhance programs within Recompete or leverage Recompete investments.



- 4) Working to increase the regional labor force participation rate (LFPR) by successfully recruiting members of the PAEG, connecting them to our programs and resources, and tracking job placement and job retention rates of our participants and programs.
- 5) Designing and coordinating an agreed upon workflow mechanism for use between Component Projects, which will clearly define parameters of data collection needed for the EDA Qualtrics Survey; creating procedures outlining how participants and employers will be connected between Component Projects within Recompete; and sharing additional agreed upon data and information which would be used to facilitate additional programming or extending the Recompete project beyond the end date set for September 2029.

AGREEMENT

Now, therefore, in consideration of the respective agreements (Scopes of Work and Outcomes and Outputs Plans) set forth with EDA, the receipt and sufficiency of which is hereby acknowledged, the Recompete Coalition agree as follows:

SECTION 1: AREA OF INTEREST

All areas covered with this MOU are within Clallam and Jefferson Counties, including Cities of Port Townsend, Port Angeles, Sequim, Forks; both the Port of Port Angeles and the Port of Port Townsend; regional tribal nations – Hoh, Makah, Quileute, Jamestown S’Klallam, Lower Elwha Klallam; Peninsula College; and other Distressed Rural and Remote Communities.

SECTION 2 – ROLES & RESPONSIBILITIES

2.1 Governance (Clallam County)

Clallam County serves as the funded component project lead for the NOPRC Governance project. As such, the County is responsible for performing the following functions for the Coalition:

- a. Executing their Outcomes and Outputs Plan (OOP) and Scope of Work (SOW) to the best of their ability during the life of the grant, and if any changes are needed, communicating such changes with both EDA and the NOPRC Leadership Committee.
- b. Employing the Recompete Plan Coordinator and administrative staff to perform governance project functions.
- c. Coordinating efforts with Recompete component project leads to define and create systems to get participants into and through the Recompete program.
- d. Employing the Media and Communications specialist to coordinate the media and outreach for the overall Recompete program.
- e. Coordinating data sharing between Governance and other Project Leads for the purpose of the collection and sharing of relevant data for the EDA Recompete Qualtrics Survey and implementing long range planning around workforce development and living wage jobs.
- f. Coordinating a system to track employer data, open positions available, job placements and retentions.
- g. Report EDA Qualtrics survey results semi-annually on program outcomes including: The number of workers trained, recruited, placed in jobs, and retained; the types of jobs and range of compensation; the number and types of business that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public.
- h. Creating a Recompete website with information for the public, links to component projects to direct participants into relevant services, and information for employers on how to participate and use Recompete programs to recruit and train employees.
- i. Planning and facilitation of Coalition and committee meetings.
- j. Planning and facilitation of public meetings and other outreach events.
- k. Sharing quarterly progress updates during Coalition meetings.
- l. Establishing work groups for collaboration to achieve specific goals or tasks necessary to the success of the grant.
- m. Finding additional funding sources to complement and leverage Recompete investments, determining the best entity within the coalition to apply for funding, and assisting in grant writing efforts when needed.

2.2 Component Project Leads

The NOPRC Recompete funded project leads include the following entities: Olympic Community of Health (OCH), Peninsula College (PC), Port of Port Angeles (PoPA), Composite Recycling Technology Center (CRTC), North Olympic Peninsula Resource



Conservation and Development Council (NODC), and Jamestown S’Klallam Tribal Capital, Inc. (JST). Each Component Project Lead is responsible for performing the following functions for the Coalition:

- a. Executing their Outcomes and Outputs Plan (OOP) and Scope of Work (SOW) to the best of their ability during the life of the grant, and if any significant program changes are needed, communicating such changes with both EDA, Governance and the Leadership Committee.
- b. Providing a representative to participate in the Coalition meetings, the Leadership Committee, and work groups as appropriate.
- c. Coordinating efforts with Governance and other Project Leads to define and create systems to get participants into and through the Recompete program.
- d. Participating in continued collaborative efforts to make improvements throughout the Recompete grant period of performance.
- e. Participating in the coordination of a data collection system between Governance and other Project Leads for the purpose of sharing relevant data for the EDA Recompete Qualtrics Survey and implementing long range planning around workforce development and living wage jobs.
- f. Providing Governance copies of the finalized Scopes of Work and Outputs and Outcomes Plan and providing updated copies of these documents if they are revised.
- g. Providing periodic updates on project progress, successes, and/or issues that need to be addressed by the Coalition, Governance, or the Leadership Committee.
- h. Reporting to Governance relevant metrics on projects for the EDA Recompete Qualtrics Survey and program outcomes including: The number of workers trained, recruited, placed in jobs, and retained; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public. Reporting will be due to Governance by the 20th of October and April each year to meet the Qualtrics deadline of October 31st and April 30th.
- i. Engaging with and contributing to community understanding and knowledge to support the efforts laid out within the NOPRC Recompete Plan.

2.3 Coalition Members

NOPRC Coalition members are Component Project Leads, Sub-Awardees, and additional regional stakeholders who wish to participate and whose input and collaboration is



necessary to the success of the overall Recompete effort. Coalition members' purpose is to unite efforts to reduce the prime age employment gap, enhance workforce development, and improve the overall economy in Clallam and Jefferson counties. Coalition members are encouraged to:

- a. Participate in Coalition meetings.
- b. Add Recompete strategies and initiatives to their organization's strategic planning documents.
- c. Engage with and contribute to community understanding and knowledge to support the efforts laid out within the NOPRC Recompete Plan.

SECTION 3: COMMITTEES

3.1 Leadership Committee

The Leadership Committee will include Governance (Clallam County), Component Project Leads (as listed in 2.2) and may include representatives as listed below:

- 1 Jefferson County
- 2 Port of Port Townsend
- 3 Clallam EDC & EDC Team Jefferson
- 4 Cities of Sequim, Port Townsend, Forks, and Port Angeles
- 5 Tribes: Jamestown S'Klallam, Makah, Lower Elwha Klallam, Quileute, Hoh
- 6 Sub-Awardees that have been awarded \$1MM or more
 1. Olympic Peninsula YMCA
 2. Northwest School of Wooden Boat Building
 3. Jefferson County Public Hospital District No. 2
 4. First Step Family Support Center

Members of the Leadership Committee must sign this MOU. Each organization shall designate one representative and an alternate to serve on the committee. Upon resignation of a committee member, it shall be filled with another representative of the organization.

Leadership Committee Role and Responsibilities



The Leadership Committee is intended to provide input and direction for Recompete initiatives including the following:

- a. Making improvements and/or resolve issues that affect the overall Recompete effort.
- b. Reviewing and approving major changes to programs that affect the overall Recompete effort.

The Leadership Committee shall meet quarterly to discuss updates and relevant topics. The Leadership Committee shall appoint an Executive Committee from among its members, as described in Section 3.2.

3.2 Executive Committee

The Executive Committee will be composed of four members from the Leadership Committee: Chair, Vice-Chair, and two additional members. The Recompete Plan Coordinator (RPC) shall be an ex-officio non-voting member.

Executive Committee members are elected by the Leadership Committee for a two-year term and shall be eligible for re-election. The RPC shall email all Leadership Committee members and request suggested nominations for each office prior to the last quarterly Leadership Committee meeting of the year. A slate of nominees of each position will be presented to the Leadership Committee at the last quarterly meeting of the year. The RPC shall create and distribute ballots at the last meeting of the year or send them electronically prior to the meeting. The ballots shall list all candidate nominations for each position. Election results will be announced by the end of the year. Officers will take office at the start of the calendar year.

Upon resignation of an executive committee member, the RPC will call for a special election with nominations from the Leadership Committee. Ballots will be sent electronically, and election results will be announced upon tabulation.

Executive Committees Roles and Responsibilities

The Executive Committee will meet monthly (or as needed, determined by the Executive Committee) to provide the following to support the Recompete Coalition:



- a. Providing direction, guidance, priorities, and goals to the Recompete Plan Coordinator.
- b. Responding to issues, complaints, and other matters brought forth to the Executive Committee to be resolved.
- c. Hearing updates from Work Groups and if needed, making recommendations to the Leadership Committee.
- d. Assisting the RCP in setting agendas for Leadership Committee meetings and public meetings.

3.3 Work Groups

Work groups will be created by the RPC and/or Leadership Committee as needed to collaboratively address specific tasks or projects.

Work groups will vary in size and duration depending on need. Participation in work groups shall be determined based on the subject matter, relevant programs, and other skills sets necessary.

SECTION 4: TERMS

4.1 Duration and Termination

This MOU will become effective upon execution by all Parties, indicated by the signatures and date on the signature page of this MOU, and shall remain in effect until January 31, 2030, or until the final grant closeout documentation has been completed.

If, however, the Coalition agrees to continue the Recompete Program beyond the initial 5-year program, this agreement may be amended to extend through the amendment process.

Any party hereto may terminate its own participation upon thirty days written notice to the Executive Committee. Component Project Leads will be responsible for communicating their withdrawal from the MOU to their EDA Program Manager.

4.2 Amendments

No amendment or modification to the Agreement will be effective without the prior written consent of the authorized representatives of the parties.

4.3 Funding, Costs, and Liabilities

Each public agency or other parties to this Agreement shall fund its own participation. No ownership of property will result from this MOU. Nothing in this MOU relieves any public agency or other parties of any obligation or responsibility imposed upon it by law.

Component Project Leads have direct agreements with the EDA for funding. All costs and expenditures accrued under these agreements are the sole responsibility of Component Project Leads. Nothing in this MOU replaces, relieves, or transfers any responsibilities and/or performance liabilities imposed in those agreements to any third party by their participation in this MOU.

4.4 Rights, Jurisdiction, Sovereign Immunity and Applicable Laws

This MOU is for the sole benefit of the Parties hereto and confers no rights to third parties, and is not intended to modify, impair, or waive: (1) the jurisdiction of either government; (2) the sovereign immunity of the Tribes or its treaty rights; or (3) the applications of the applicable federal, tribal or state laws.

4.5 Non-Discrimination

The parties to this MOU shall not discriminate against any person on the basis of race, creed, political ideology, color, national origin, sex, marital status, sexual orientation, age, or the presence of any sensory, mental or physical handicap.

4.6 Severability

In the event that one or more provisions of this MOU shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect, and the invalid provisions shall be deemed deleted.

4.7 Authority

Each party signing below warrants to the other parties, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.



Additional Leadership Committee members may be added to the MOU if they meet the requirements of Section 3.1 of this agreement.

IN WITNESS WHEREOF, the undersigned have signed and made effective this MOU on this _____ 2025.

Clallam County

Approved as to Form:

Mike French, Chair Date
Clallam County Commissioners

Jay Reno, Civil Deputy
Clallam County Prosecutor's Office

Jefferson County

City of Forks

Name *Date*

Port of Port Angeles
name

Name *Date*

Port of Port Townsend
name

City of Port Angeles
name

Peninsula College
name

City of Sequim
name

Composite Recycling Technology Center
name

City of Port Townsend
name



North Olympic Peninsula Resource
Conservation and Development Council
name

EDC Team Jefferson
name

Clallam Economic Development Council
name

Olympic Community of Health
name

Jamestown S’Klallam Tribal Capital, Inc.
name

Olympic Peninsula YMCA
name

Jamestown S’Klallam Tribe
name

Northwest School of Wooden Boat
Building
Name

Lower Elwha Klallam Tribe
name

Jefferson County Public Hospital District
No 2 (DBA Jefferson Healthcare)
Name

Quileute Tribe
name

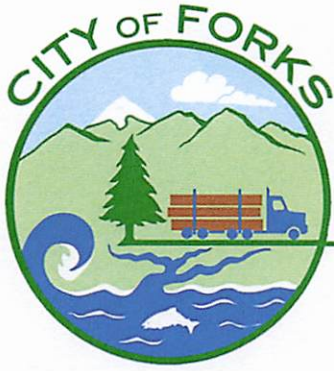
First Step Family Support Center
Name

Makah Tribe
name

Hoh Nation Tribe
Name

**CITY OF FORKS
2026 BUDGET CALENDAR**

<u>Date</u>	<u>Budget Preparation</u>
July August	Review and Update Capital Facilities Plan
August 21, 2025	Advertise Lodging Tax Funding Availability- <i>Clerk/Treasurer</i>
September 8, 2025	Request Budget Estimate from Department Heads - <i>Clerk/Treasurer</i>
September 22, 2025	Receive Lodging Tax Applications/Misc. Budget Requests - <i>Clerk/Treasurer</i>
September 22, 2025	File 2026 Budget Estimate with Clerk - <i>Department Heads</i>
October 1, 2025	Present Dept Head Budget Estimates to Mayor - <i>Clerk/Treasurer</i>
October 6, 2025	Present CY Revenue Estimates & Preliminary Budget to Council - <i>Mayor</i> (including estimates for consideration of setting prop tax levy)
October 27, 2025	Set Budget Hearing Schedule - <i>Council</i>
November 2, 2025	File Preliminary Budget with Budget message with Council and Clerk - <i>Mayor</i>
November 6 & 13, 2025	Publish Notice of Budget Hearings & Meetings - <i>Clerk/Treasurer</i>
<u>November 10, 2025 5:30/7:30 pm</u>	Hold Budget Workshop and Revenue Sources/Property Tax Hearing & Pass 2026 Property Tax Resolution - <i>Clerk/Treasurer</i>
November 21, 2025	Budget Available to Public - <i>Clerk/Treasurer</i>
<u>November 24, 2025 5:30/7:30 pm</u>	Hold Budget Workshop and Hearing (Review Lodging Tax Applications)
November 30, 2025	Send Certified Budget/Levy Request to County Assessor - <i>Clerk/Treasurer</i>
<u>December 1, 2025 7:30 pm</u>	Hold Final Budget Workshop and Hearing
December 8, 2025 7:30 pm	Adopt 2026 Budget Ordinance / 2025 Budget Amendment (potential) (deadline 12/31/2025)
After Adoption	Transmit Final Budget to State Auditor and MRSC - <i>Clerk/Treasurer</i>



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

(360) 374-5412 • Fax: (360) 374-9430 • TTY: (360) 374-2696
forkswashington.org

John Ho, PE
Local Programs Engineer
P.O. Box 47440
Tumwater, WA 98504-7440

27 July 2023

RE: City Request for Consultation to Address SR 101/Forks Avenue Speed Limits & Other Traffic Management

Sir,

I am writing to you today to ask for a meeting to discuss two separate issues involving the City of Forks and SR101/Forks Avenue.

The first issue involves the processes associated with a request to change the speed limits of SR 101 within the City limits where they are currently above 35 mph. My staff and I are aware that there is a formal process associated with such a request. What I am hoping is that we could arrange a meeting, ZOOM or otherwise, to go over that process and what type of information is needed from the City by WSDOT to begin that process. Part of this meeting would also be for the city to understand the timelines and the necessary public engagement aspects associated with such requests.

The second issue, and could also be part of the above suggested meeting, is discussing whether the stop light on SR 101 and Division Street could be set to allow for a more continued flow of large vehicles (e.g., logging trucks, large equipment on trailers, etc.) through Forks between 9 pm and 6 am. The idea that was suggested to me by some of the large vehicle operators is that we see if the SR 101 lights could be programed to go to a flashing yellow and the Division lights be programmed to go to a flashing red during this period. Any traffic flow management such as this has to be worked through WSDOT which I told the people asking me.

Please feel free to contact our Attorney/Planner, Rod Fleck, at rodf@forkswashington.org or 360/374-5412, ext. 245 to discuss how we can discuss these two issues further.

Thank you for your time and consideration of these matters.

Sincerely,

Tim Fletcher
Mayor

ENGROSSED SENATE BILL 5595

AS AMENDED BY THE HOUSE

Passed Legislature - 2025 Regular Session

State of Washington

69th Legislature

2025 Regular Session

By Senators Alvarado, Lillas, Frame, Nobles, Pedersen, Saldaña, and Shewmake

Read first time 01/30/25. Referred to Committee on Transportation.

1 AN ACT Relating to establishing shared streets; amending RCW
2 46.61.250, 46.61.415, 46.61.110, 46.61.240, and 46.61.770; and adding
3 a new section to chapter 46.61 RCW.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** A new section is added to chapter 46.61
6 RCW to read as follows:

7 (1)(a) A local authority may designate a nonarterial highway,
8 except as provided in (b) of this subsection, to be a shared street
9 under this section, if the local authority has developed procedures
10 for establishing shared streets.

11 (b) Nonarterial highways that are state highways may not be
12 designated shared streets unless they are the primary roads through a
13 central business district.

14 (2) Vehicular traffic traveling along a shared street shall yield
15 the right-of-way to any pedestrian, bicyclist, or operator of a
16 micromobility device on the shared street.

17 (3) A bicyclist or operator of a micromobility device shall yield
18 the right-of-way to any pedestrian on a shared street.

19 (4) Any local authority that designates a nonarterial highway to
20 be a shared street as provided by this section must post an annual
21 report on the local authority's website of the number of traffic

CERTIFICATION OF ENROLLMENT

ENGROSSED SENATE BILL 5595

Chapter 300, Laws of 2025

69th Legislature
2025 Regular Session

SHARED STREETS

EFFECTIVE DATE: July 27, 2025

Passed by the Senate April 17, 2025
Yeas 31 Nays 18

JOHN LOVICK
President of the Senate

Passed by the House April 11, 2025
Yeas 64 Nays 32

LAURIE JINKINS
**Speaker of the House of
Representatives**

Approved May 17, 2025 11:21 AM

BOB FERGUSON
Governor of the State of Washington

CERTIFICATE

I, Sarah Bannister, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5595** as passed by the Senate and the House of Representatives on the dates hereon set forth.

SARAH BANNISTER

Secretary

FILED

May 19, 2025

**Secretary of State
State of Washington**

1 accidents, including those that involve a pedestrian, bicyclist, or
2 operator of a micromobility device, that occurred on the designated
3 shared street. The report must also include the number of speeding
4 violations and driving under the influence violations that occurred
5 on the designated shared street.

6 (5) For purposes of this section:

7 (a) "Micromobility device" means personal or shared nonmotorized
8 scooters, "motorized foot scooters" as defined in RCW 46.04.336, and
9 "electric personal assistive mobility devices" (EPAMD) as defined in
10 RCW 46.04.1695; and

11 (b) "Shared street" means a city street designated by placement
12 of official traffic control devices where pedestrians, bicyclists,
13 and vehicular traffic share a portion or all of the same street.

14 **Sec. 2.** RCW 46.61.250 and 2022 c 235 s 3 are each amended to
15 read as follows:

16 (1) Where sidewalks are provided and are accessible, it is
17 unlawful for any pedestrian to walk or otherwise move along and upon
18 an adjacent roadway. Where sidewalks are provided but wheelchair
19 access is not available, persons with disabilities who require such
20 access may walk or otherwise move along and upon an adjacent roadway
21 until they reach an access point in the sidewalk.

22 (2) Where sidewalks are not provided or are inaccessible, a
23 pedestrian walking or otherwise moving along and upon a highway, and
24 any personal delivery device moving along and upon a highway, shall:

25 (a) When shoulders are provided and are accessible, walk or move
26 on the shoulder of the roadway as far as is practicable from the edge
27 of the roadway, facing traffic when a shoulder is available in this
28 direction; or

29 (b) When shoulders are not provided or are inaccessible, walk or
30 move as near as is practicable to the outside edge of the roadway
31 facing traffic, and when practicable, move clear of the roadway upon
32 meeting an oncoming vehicle.

33 (3) A pedestrian traveling to the nearest emergency reporting
34 device on a one-way roadway of a controlled access highway is not
35 required to travel facing traffic as otherwise required by subsection
36 (2) of this section.

37 (4) When walking or otherwise moving along and upon an adjacent
38 roadway, a pedestrian shall exercise due care to avoid colliding with
39 any vehicle upon the roadway.

1 (5) Subsections (1) and (2) of this section do not apply when the
2 roadway is duly closed to vehicular traffic by placement of official
3 traffic control devices for the sole purposes of pedestrian and
4 bicyclist use of the roadway.

5 (6) Subsections (1), (2), and (4) of this section do not apply on
6 a shared street as defined in section 1 of this act.

7 **Sec. 3.** RCW 46.61.415 and 2022 c 235 s 1 are each amended to
8 read as follows:

9 (1) Whenever local authorities in their respective jurisdictions
10 determine on the basis of an engineering and traffic investigation
11 that the maximum speed permitted under RCW 46.61.400 or 46.61.440 is
12 greater or less than is reasonable and safe under the conditions
13 found to exist upon a highway or part of a highway, the local
14 authority may determine and declare a reasonable and safe maximum
15 limit thereon which

16 (a) Decreases the limit at intersections; or

17 (b) Increases the limit but not to more than 60 miles per hour;

18 or

19 (c) Decreases the limit but not to less than 20 miles per hour.

20 (2) Local authorities in their respective jurisdictions shall
21 determine by an engineering and traffic investigation the proper
22 maximum speed for all arterial streets and shall declare a reasonable
23 and safe maximum limit thereon, which may be greater or less than the
24 maximum speed permitted under RCW 46.61.400(2) but shall not exceed
25 60 miles per hour.

26 (3)(a) Local authorities in their respective jurisdictions may
27 establish a maximum speed limit of 20 miles per hour on a nonarterial
28 highway or part of a nonarterial highway or a maximum speed limit of
29 10 miles per hour on a shared street as defined in section 1 of this
30 act.

31 (b) A speed limit established under this subsection by a local
32 authority does not need to be determined on the basis of an
33 engineering and traffic investigation if the local authority has
34 developed procedures regarding establishing a maximum speed limit
35 under this subsection. Any speed limit established under this
36 subsection may be canceled within one year of its establishment, and
37 the previous speed limit reestablished, without an engineering and
38 traffic investigation. This subsection does not otherwise affect the

1 requirement that local authorities conduct an engineering and traffic
2 investigation to determine whether to increase speed limits.

3 (c) When establishing speed limits under this subsection, local
4 authorities shall consult the manual on uniform traffic control
5 devices as adopted by the Washington state department of
6 transportation.

7 (4) The secretary of transportation is authorized to establish
8 speed limits on county roads and city and town streets as shall be
9 necessary to conform with any federal requirements, which are a
10 prescribed condition for the allocation of federal funds to the
11 state.

12 (5) Any altered limit established as hereinbefore authorized
13 shall be effective when appropriate signs giving notice thereof are
14 erected. Such maximum speed limit may be declared to be effective at
15 all times or at such times as are indicated upon such signs; and
16 differing limits may be established for different times of day,
17 different types of vehicles, varying weather conditions, and other
18 factors bearing on safe speeds, which shall be effective when posted
19 upon appropriate fixed or variable signs.

20 (6) Any alteration of maximum limits on state highways within
21 incorporated cities or towns by local authorities shall not be
22 effective until such alteration has been approved by the secretary of
23 transportation.

24 **Sec. 4.** RCW 46.61.110 and 2023 c 471 s 4 are each amended to
25 read as follows:

26 The following rules shall govern the overtaking and passing of
27 vehicles proceeding in the same direction:

28 (1)(a) The driver of a vehicle overtaking other traffic
29 proceeding in the same direction shall pass to the left of it at a
30 safe distance and shall not again drive to the right side of the
31 roadway until safely clear of the overtaken traffic.

32 (b)(i) When the vehicle being overtaken is a motorcycle, motor-
33 driven cycle, or moped, a driver of a motor vehicle found to be in
34 violation of (a) of this subsection must be assessed an additional
35 fine equal to the base penalty assessed under RCW 46.63.110(3). This
36 fine may not be waived, reduced, or suspended, unless the court finds
37 the offender to be indigent, and is not subject to the additional
38 fees and assessments that the base penalty for this violation is
39 subject to under RCW 2.68.040, 3.62.090, and 46.63.110.

1 (ii) The additional fine imposed under (b)(i) of this subsection
2 must be deposited into the vulnerable roadway user education account
3 created in RCW 46.61.145.

4 (2)(a) The driver of a vehicle approaching an individual who is
5 traveling as a pedestrian or on a bicycle, riding an animal, or using
6 a farm tractor or implement of husbandry without an enclosed shell,
7 and who is traveling in the right lane of a roadway or on the right-
8 hand shoulder or bicycle lane of the roadway, shall:

9 (i) On a roadway with two lanes or more for traffic moving in the
10 direction of travel, before passing and until safely clear of the
11 individual, move completely into a lane to the left of the right lane
12 when it is safe to do so;

13 (ii) On a roadway with only one lane for traffic moving in the
14 direction of travel:

15 (A) When there is sufficient room to the left of the individual
16 in the lane for traffic moving in the direction of travel, before
17 passing and until safely clear of the individual:

18 (I) Reduce speed to a safe speed for passing relative to the
19 speed of the individual; and

20 (II) Pass at a safe distance, where practicable of at least three
21 feet, to clearly avoid coming into contact with the individual or the
22 individual's vehicle or animal; or

23 (B) When there is insufficient room to the left of the individual
24 in the lane for traffic moving in the direction of travel to comply
25 with (a)(ii)(A) of this subsection, before passing and until safely
26 clear of the individual, move completely into the lane for traffic
27 moving in the opposite direction when it is safe to do so and in
28 compliance with RCW 46.61.120 and 46.61.125.

29 (b) A driver of a motor vehicle found to be in violation of this
30 subsection (2) must be assessed an additional fine equal to the base
31 penalty assessed under RCW 46.63.110(3). This fine may not be waived,
32 reduced, or suspended, unless the court finds the offender to be
33 indigent, and is not subject to the additional fees and assessments
34 that the base penalty for this violation is subject to under RCW
35 2.68.040, 3.62.090, and 46.63.110.

36 (c) The additional fine imposed under (b) of this subsection must
37 be deposited into the vulnerable roadway user education account
38 created in RCW 46.61.145.

39 (d) For the purposes of this section, "vulnerable user of a
40 public way" has the same meaning as provided in RCW 46.61.5259.

1 (e) This subsection (2) does not apply on a shared street as
2 defined in section 1 of this act.

3 (3) Except when overtaking and passing on the right is permitted,
4 overtaken traffic shall give way to the right in favor of an
5 overtaking vehicle on audible signal and shall not increase speed
6 until completely passed by the overtaking vehicle.

7 **Sec. 5.** RCW 46.61.240 and 2019 c 214 s 13 are each amended to
8 read as follows:

9 (1) Every pedestrian or personal delivery device crossing a
10 roadway at any point other than within a marked crosswalk or within
11 an unmarked crosswalk at an intersection shall yield the right-of-way
12 to all vehicles upon the roadway.

13 (2) Where curb ramps exist at or adjacent to intersections or at
14 marked crosswalks in other locations, persons with disabilities or
15 personal delivery devices may enter the roadway from the curb ramps
16 and cross the roadway within or as closely as practicable to the
17 crosswalk. All other pedestrian rights and duties as defined
18 elsewhere in this chapter remain applicable.

19 (3) Any pedestrian crossing a roadway at a point where a
20 pedestrian tunnel or overhead pedestrian crossing has been provided
21 shall yield the right-of-way to all vehicles upon the roadway.

22 (4) Between adjacent intersections at which traffic-control
23 signals are in operation pedestrians shall not cross at any place
24 except in a marked crosswalk.

25 (5) No pedestrian or personal delivery device shall cross a
26 roadway intersection diagonally unless authorized by official
27 traffic-control devices; and, when authorized to cross diagonally,
28 pedestrians and personal delivery devices shall cross only in
29 accordance with the official traffic-control devices pertaining to
30 such crossing movements.

31 (6) No pedestrian or personal delivery device shall cross a
32 roadway at an unmarked crosswalk where an official sign prohibits
33 such crossing.

34 (7) This section does not apply on a shared street as defined in
35 section 1 of this act.

36 **Sec. 6.** RCW 46.61.770 and 2019 c 403 s 10 are each amended to
37 read as follows:

1 (1) Every person operating a bicycle upon a roadway at a rate of
2 speed less than the normal flow of traffic at the particular time and
3 place shall ride as near to the right side of the right through lane
4 as is safe except:

5 (a) While preparing to make or while making turning movements at
6 an intersection or into a private road or driveway;

7 (b) When approaching an intersection where right turns are
8 permitted and there is a dedicated right turn lane, in which case a
9 person may operate a bicycle in this lane even if the operator does
10 not intend to turn right;

11 (c) While overtaking and passing another bicycle or vehicle
12 proceeding in the same direction; and

13 (d) When reasonably necessary to avoid unsafe conditions
14 including, but not limited to, fixed or moving objects, parked or
15 moving vehicles, bicyclists, pedestrians, animals, and surface
16 hazards.

17 (2) A person operating a bicycle upon a roadway or highway other
18 than a limited access highway, which roadway or highway carries
19 traffic in one direction only and has two or more marked traffic
20 lanes, may ride as near to the left side of the left through lane as
21 is safe.

22 (3) A person operating a bicycle upon a roadway may use the
23 shoulder of the roadway or any specially designated bicycle lane.

24 (4) When the operator of a bicycle is using the travel lane of a
25 roadway with only one lane for traffic moving in the direction of
26 travel and it is wide enough for a bicyclist and a vehicle to travel
27 safely side-by-side within it, the bicycle operator shall operate far
28 enough to the right to facilitate the movement of an overtaking
29 vehicle unless other conditions make it unsafe to do so or unless the
30 bicyclist is preparing to make a turning movement or while making a
31 turning movement.

32 (5) Persons riding bicycles upon a roadway shall not ride more
33 than two abreast except on paths or parts of roadways set aside for
34 the exclusive use of bicycles.

35 (6) This section does not apply on a shared street as defined in
36 section 1 of this act.

Passed by the Senate April 17, 2025.
Passed by the House April 11, 2025.
Approved by the Governor May 17, 2025.

Filed in Office of Secretary of State May 19, 2025.

--- END ---

RCW 46.61.415

When local authorities may establish or alter maximum limits.

*** CHANGE IN 2025 *** (SEE 5595.SL) ***

(1) Whenever local authorities in their respective jurisdictions determine on the basis of an engineering and traffic investigation that the maximum speed permitted under RCW 46.61.400 or 46.61.440 is greater or less than is reasonable and safe under the conditions found to exist upon a highway or part of a highway, the local authority may determine and declare a reasonable and safe maximum limit thereon which

- (a) Decreases the limit at intersections; or
- (b) Increases the limit but not to more than 60 miles per hour; or
- (c) Decreases the limit but not to less than 20 miles per hour.

(2) Local authorities in their respective jurisdictions shall determine by an engineering and traffic investigation the proper maximum speed for all arterial streets and shall declare a reasonable and safe maximum limit thereon which may be greater or less than the maximum speed permitted under RCW 46.61.400(2) but shall not exceed 60 miles per hour.

(3)(a) Local authorities in their respective jurisdictions may establish a maximum speed limit of 20 miles per hour on a nonarterial highway or part of a nonarterial highway.

(b) A speed limit established under this subsection by a local authority does not need to be determined on the basis of an engineering and traffic investigation if the local authority has developed procedures regarding establishing a maximum speed limit under this subsection. Any speed limit established under this subsection may be canceled within one year of its establishment, and the previous speed limit reestablished, without an engineering and traffic investigation. This subsection does not otherwise affect the requirement that local authorities conduct an engineering and traffic investigation to determine whether to increase speed limits.

(c) When establishing speed limits under this subsection, local authorities shall consult the manual on uniform traffic control devices as adopted by the Washington state department of transportation.

(4) The secretary of transportation is authorized to establish speed limits on county roads and city and town streets as shall be necessary to conform with any federal requirements which are a prescribed condition for the allocation of federal funds to the state.

(5) Any altered limit established as hereinbefore authorized shall be effective when appropriate signs giving notice thereof are erected. Such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon such signs; and differing limits may be established for different times of day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective when posted upon appropriate fixed or variable signs.

(6) Any alteration of maximum limits on state highways within incorporated cities or towns by local authorities shall not be effective until such alteration has been approved by the secretary of transportation.

[**2022 c 235 s 1**; **2013 c 264 s 1**; **1977 ex.s. c 151 s 36**; **1974 ex.s. c 103 s 3**; **1963 c 16 s 4**. Formerly RCW **46.48.014**.]

NOTES:

Federal requirements—1977 ex.s. c 151: See RCW **47.98.070**.

RCW 46.61.400

Basic rule and maximum limits.

(1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.

(2) Except when a special hazard exists that requires lower speed for compliance with subsection (1) of this section, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway at a speed in excess of such maximum limits.

(a) Twenty-five miles per hour on city and town streets;

(b) Fifty miles per hour on county roads;

(c) Sixty miles per hour on state highways.

The maximum speed limits set forth in this section may be altered as authorized in RCW 46.61.405, 46.61.410, and 46.61.415.

(3) The driver of every vehicle shall, consistent with the requirements of subsection (1) of this section, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

[1965 ex.s. c 155 s 54; 1963 c 16 s 1. Formerly RCW 46.48.011.]

NOTES:

Rules of court: Monetary penalty schedule—IRLJ 6.2.

Saving of existing orders, etc., establishing speed limits—1963 c 16: "This act shall not repeal or invalidate existing orders and resolutions of the state highway commission or existing resolutions and ordinances of local authorities establishing speed limits within their respective jurisdictions." [**1963 c 16 s 7**. Formerly RCW **46.48.016**.]

WAC 308-330-270

Local authority—Authority.

After an engineering and traffic investigation by the traffic engineer, the local authority may by resolution:

- (1) Decrease maximum speed limits pursuant to RCW 46.61.415;
- (2) Increase maximum speed limits pursuant to RCW 46.61.415;
- (3) Determine and declare the maximum speed limits on arterial highways pursuant to RCW 46.61.415;
- (4) Determine and declare upon what highways angle parking shall be permitted pursuant to RCW 46.61.575(3);
- (5) Prohibit, regulate, or limit, stopping, standing, or parking of vehicles on any highway at all times or during such times as shall be indicated by official traffic control devices;
- (6) Determine and declare parking meter zones upon those highways or parts thereof where the installation of parking meters will be necessary to regulate parking;
- (7) Close any highway or part thereof temporarily to any or all traffic;
- (8) Determine and declare one-way highways pursuant to RCW 46.61.135;
- (9) Determine and declare arterial highways pursuant to RCW 46.61.195 and 46.61.435.

[Statutory Authority: RCW 46.90.010. WSR 94-01-082, § 308-330-270, filed 12/13/93, effective 7/1/94.]

RCW 46.61.405

Decreases by secretary of transportation.

(1) Whenever the secretary of transportation shall determine upon the basis of an engineering and traffic investigation that any maximum speed hereinbefore set forth is greater than is reasonable or safe with respect to a state highway under the conditions found to exist at any intersection or upon any other part of the state highway system or at state ferry terminals, or that a general reduction of any maximum speed set forth in RCW 46.61.400 is necessary in order to comply with a national maximum speed limit, the secretary may determine and declare a reasonable and safe lower maximum limit or a lower maximum limit which will comply with a national maximum speed limit, for any state highway, the entire state highway system, or any portion thereof, which shall be effective when appropriate signs giving notice thereof are erected. The secretary may also fix and regulate the speed of vehicles on any state highway within the maximum speed limit allowed by this chapter for special occasions including, but not limited to, local parades and other special events. Any such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon the said signs; and differing limits may be established for different times of day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective (a) when posted upon appropriate fixed or variable signs or (b) if a maximum limit is established for auto stages which is lower than the limit for automobiles, the auto stage speed limit shall become effective 30 days after written notice thereof is mailed in the manner provided in RCW 46.61.410(4), as now or hereafter amended.

(2) The secretary of transportation may establish a maximum speed limit of 20 miles per hour on a nonarterial state highway, or part of a nonarterial state highway, without a determination made on the basis of an engineering and traffic investigation, subject to the conditions described in RCW 46.61.415(3).

[2022 c 235 s 2; 1987 c 397 s 3; 1977 ex.s. c 151 s 34; 1974 ex.s. c 103 s 1; 1970 ex.s. c 100 s 2; 1967 c 25 s 1; 1963 c 16 s 2. Formerly RCW 46.48.012.]

NOTES:

Intent—1987 c 397: See note following RCW 46.61.410.

Federal requirements—1977 ex.s. c 151: See RCW 47.98.070.

RCW 46.61.410

Increases by secretary of transportation—Maximum speed limit for trucks—Auto stages—Signs and notices.

(1)(a) Subject to subsection (2) of this section the secretary may increase the maximum speed limit on any highway or portion thereof to not more than seventy-five miles per hour in accordance with the design speed thereof (taking into account all safety elements included therein), or whenever the secretary determines upon the basis of an engineering and traffic investigation that such greater speed is reasonable and safe under the circumstances existing on such part of the highway.

(b) The greater maximum limit established under (a) of this subsection shall be effective when appropriate signs giving notice thereof are erected, or if a maximum limit is established for auto stages which is lower than the limit for automobiles, the auto stage speed limit shall become effective thirty days after written notice thereof is mailed in the manner provided in subsection (4) of this section.

(c) Such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon said signs or in the case of auto stages, as indicated in said written notice; and differing limits may be established for different times of day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective when posted upon appropriate fixed or variable signs or if a maximum limit is established for auto stages which is lower than the limit for automobiles, the auto stage speed limit shall become effective thirty days after written notice thereof is mailed in the manner provided in subsection (4) of this section.

(2) The maximum speed limit for vehicles over ten thousand pounds gross weight and vehicles in combination except auto stages shall not exceed sixty miles per hour and may be established at a lower limit by the secretary as provided in RCW 46.61.405.

(3) The word "trucks" used by the department on signs giving notice of maximum speed limits means vehicles over ten thousand pounds gross weight and all vehicles in combination except auto stages.

(4) Whenever the secretary establishes maximum speed limits for auto stages lower than the maximum limits for automobiles, the secretary shall cause to be mailed notice thereof to each auto transportation company holding a certificate of public convenience and necessity issued by the Washington utilities and transportation commission. The notice shall be mailed to the chief place of

business within the state of Washington of each auto transportation company or if none then its chief place of business without the state of Washington.

[[2015 c 58 s 2](#); [1996 c 52 s 1](#); [1987 c 397 s 4](#); [1977 ex.s. c 151 s 35](#); [1974 ex.s. c 103 s 2](#); [1970 ex.s. c 100 s 1](#); [1969 ex.s. c 12 s 1](#); [1965 ex.s. c 155 s 55](#); [1963 c 16 s 3](#).

Formerly RCW [46.48.013](#).]

NOTES:

Intent—1987 c 397: "It is the intent of the legislature to increase the speed limit to sixty-five miles per hour on those portions of the rural interstate highway system where the increase would be safe and reasonable and is allowed by federal law. It is also the intent of the legislature that the sixty-five miles per hour speed limit be strictly enforced." [[1987 c 397 s 1](#).]

Federal requirements—1977 ex.s. c 151: See RCW [47.98.070](#).

Caryn Depew

From: Kim Weissenfels
Sent: Friday, August 1, 2025 4:28 PM
To: Caryn Depew; Tim Fletcher; Rod Fleck
Subject: FW: 8.11.2025 City Council Meeting, Public Comment – Forks Industrial Park: Request for Transparent Reporting and Local Inclusion in Consulting Use

From: Sarah <triplesconsultants2025@gmail.com>
Sent: Friday, August 1, 2025 3:38 PM
To: Kim Weissenfels <admin.assistant@forkswashington.org>
Subject: 8.11.2025 City Council Meeting, Public Comment – Forks Industrial Park: Request for Transparent Reporting and Local Inclusion in Consulting Use

8.11.2025 City Council Meeting, Public Comment – Forks Industrial Park: Request for Transparent Reporting and Local Inclusion in Consulting Use

Dear Mayor Fletcher and Councilmembers,

Thank you for your continued service to the people of Forks. I am writing to offer a formal public comment in advance of your next council meeting regarding the ongoing planning and consulting work at the Forks Industrial Park.

This project represents a significant opportunity for the City of Forks and the broader West End. It also represents a significant public investment. As I understand it, approximately \$400,000 in consulting funds has been allocated to support this project, including:

- \$20,000 contributed by the City of Forks
- \$80,000 contributed by Clallam County
- \$300,000 awarded through federal Recompete funds

These public funds are being used to conduct planning work on city-owned land, on behalf of the residents of Forks. In the spirit of accountability and shared ownership, I respectfully request that the City Council:

1. Formally Request and Publish an Itemized Accounting of All Consulting Expenditures
 1. Please ask the EDC or project administrator to provide and regularly update a transparent report that includes:
 1. The names and business locations of all contractors, consultants, and sub-awardees
 2. The dollar amounts paid or obligated
 3. The deliverables completed or in progress
 4. The remaining grant period timeline and milestones

This itemized report should be shared with the Council and made accessible to the public, ideally on a quarterly or semi-annual basis throughout the life of the grant.

2. Ask Whether Any West End-based consultants Were Considered or selected
 1. To my knowledge, none of the paid consultants currently working on the project are based in Forks or on the West End. I respectfully ask the Council to inquire:
 1. Were West End professionals or firms considered for this consulting work?
 2. If so, who? If not, why not?
 3. Is there any opportunity to involve Forks- or West End-based professionals in future phases of the project?

If no West End residents were included, it's important for the public to understand whether this was due to capacity, timing, or lack of outreach. Forks should not only be the site of this planning work they should be actively involved in shaping it.

3. Support Local Business Access to Future Public Works Opportunities

1. If this project moves from planning into development or construction, local contractors must be registered with L&I and eligible to bid on public works contracts. Many in our community may be unaware of the requirements, including:
 1. L&I registration
 2. Prevailing wage compliance
 3. Public works small works rosters

I ask the City to consider partnering with the EDC, MRSC Rosters, or Labor & Industries to host or distribute a training session, workshop, or printed guidance to help local builders and tradespeople understand how to register and compete for this publicly funded work.

This small step could ensure that the benefits of the industrial park redevelopment are not only future-facing but locally rooted and equitably shared.

In closing, I want to recognize the local partners and city staff who have already put time into this project. Your leadership in securing outside funding and initiating long-term planning is commendable. My intent is to build on that foundation, ensuring that transparency, fairness, and local inclusion guide each step from here forward.

Thank you for your time and commitment to the Forks community.

Kindly,,

Dr. Sarah Huling, EdD, MBA
Forks Resident

References

<https://mrsc.org/explore-topics/procurement/public-works/public-works-contracts>

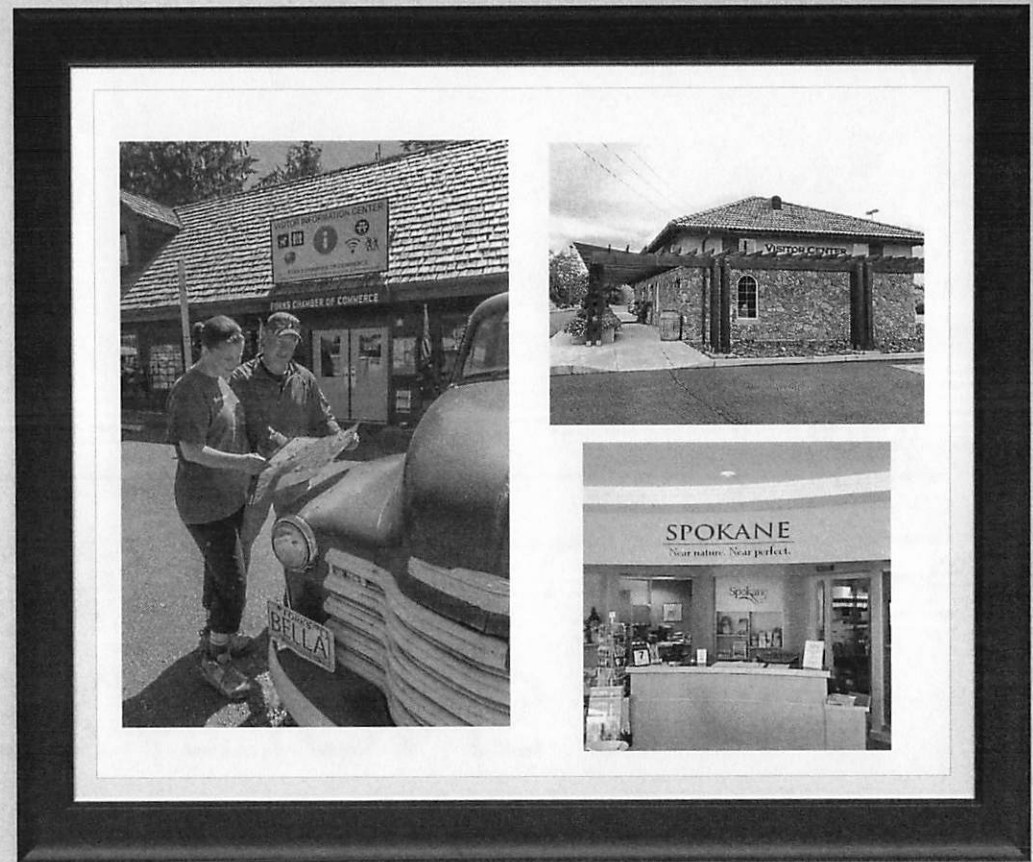
https://youtu.be/lt0VtyBb9_8?si=BoEpZm0ay1fevGWc

ROLE AND OPERATIONS OF VISITOR INFORMATION CENTERS

SURVEY RESULTS AS OF AUGUST 6, 2025 (UPDATED)

SURVEY

- Survey sent to 45 DMOs and Chambers of Commerce across Washington
- Responses (as of 8/6/25): 31
- Does the destination support a physical VIC operation:
 - Yes – 26
 - No - 5



OTHER VIC SURVEY FINDINGS

- Location(s):
 - 19 report operating one location
 - 8 report operating multiple locations
- Operated by:
 - 11 are operated by the Destination Marketing Organization
 - 15 are operated by Chambers of Commerce
 - Other: National Park Service (1); non-profit (1)
- Funding:
 - Nearly all report receiving lodging tax funds for all or part of the VIC operation
 - Additional funding sources: Chamber budget, membership dues, fundraisers, merchandise sales, grants

APPROXIMATE # OF VISITORS SERVED ANNUALLY

• 20,000 – 80,000 Visitors

- Leavenworth – 80,000+
- Forks – 78,000
- Port Angeles – 55,000
- Seattle – 49,000
- Bellevue – 45,000
- Spokane – 30,000
- San Juan Island – 23,000

• 10,000 – 20,000 Visitors

- Walla Walla – 12,000
- Lewis Clark Valley – 10,000
- Yakima – 10,000

• Under 10,000 Visitors

- Bellingham/Whatcom - 9500
- Sequim – 8500
- OP Gateway – 7000*
- Tri-Cities – 4400
- Poulsbo - 2900
- Greater Kitsap - 2650
- Wenatchee - 2400
- Lopez Island - 2000
- Gig Harbor – 2000
- Orcas Island - 1300
- Greater Kingston - 400
- So. Kitsap -200

QUESTION: Traffic to your VIC is: Growing (13); Constant (10); Shrinking (4)

WHAT DO THE VISITORS WANT MOST FROM THE VIC?

- Personalized travel advice (21)
 - Print maps and brochures (22)
 - Lodging / dining recommendations (18)
 - Retail gifts / regional items (9)
 - WiFi and digital travel resources (5)
- Other Comments:
 - Local festival / event information
 - Connection to local community – travelers want to hear from locals
 - Restroom
 - Experience ideas (hikes, strolls, best view, etc.)
 - Transportation to trail heads, bike rentals, outfitters – group tour pickup
 - A connection to our community & its people
 - Trail conditions, attractions reservations, pass and fire conditions

OTHER VIC SURVEY FINDINGS

- Are VIC services augmented with any interactive or digital services?
 - Digital kiosks (TrueOmni mentioned-2)
 - Use of QR codes
 - On-site videos
 - Websites
 - Webcams
- Any non-traditional VIC services implemented?
 - Mobile welcome center
 - Pop-ups are popular, selectively: at markets, at festivals, at concerts, sporting events, seasonally
 - Digital advertising on WSF
 - Recreation trailhead ambassador program

QUESTION: Assuming continued funding, we expect our VIC operations to: Expand (13); Maintain (13); Reduce (2)

GENERAL COMMENTS ON VIC SERVICES

- Talk about future events, broaden understanding of destination, encourage repeat visit and/or longer stays
- Demographics 65+ seek VIC. It's imperative to have the services
- We provide a valuable service to visitors. We get many who are not wanting anything digital
- Visitors especially appreciate the Scenic WA Road Maps and Road Trip book
- Valuable for guests getting a local perspective on travel times to destinations since region is so vast. Local insights and recommendations valuable to visitors
- Looking to expand by adding a mobile element
- VICs are the front door to the community, and there are still a large number of visitors that want to stop in and talk to experienced local experts
- Destination marketing focuses on bringing visitors TO the area; VICs focus on taking care of them once they are here – including broadening their knowledge and activities